

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • SEPTEMBER 10, 2018

City Commission Chamber

First Public Hearing Budget Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. PUBLIC HEARINGS - BUDGET

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

- 1. Resolution Resolution 2018-R-55 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2018-2019; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

- 2. Resolution Resolution 2018-R-56 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2018 - 2019; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

- 3. Resolution Resolution 2018-R-57 A Resolution of the City of Holly Hill, Florida, Setting the Final Stormwater Utility Fee at \$8.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

3. POSITIVITY AWARD - NONE**4. PRESENTATIONS**

- 1. Holly Hill Boy Scouts Troop 54
(Requested by Valerie Manning, City Clerk)
- 2. Childhood Cancer - Month of September
(Requested by Valerie Manning, City Clerk)

5. PUBLIC COMMENTS**6. APPROVAL OF MINUTES**

1. Minutes - August 14, 2018 - Regular City Commission and CRA Meeting and the Minutes from August 28, 2018 General Election, Results

(Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 3)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution Resolution 2018-R-58 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Extend the Agreement with Arrow Service and Towing for the First of Two Additional Twelve Month Periods, Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

2. Resolution Resolution 2018-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Volusia County for Maintenance of Traffic Devices for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Amendment to Subrecipient Agreement with Halifax Urban Ministries (HUM)

(Requested by Antoine Khoury, Public Works)

8. REGULAR AGENDA

1. Non-Union Wage Adjustment

(Requested by John McKinney, Finance)

2. Accounting Adjustment - Utility Accounts

(Requested by John McKinney, Finance)

3. Memorandum of Understanding (MOU) Between the Holly Hill Police Department And the Office of the State Attorney, Seventh Judicial Circuit, For the Juvenile Civil Citation Program for Volusia County

(Requested by Steve Aldrich, Police)

4. Resolution Resolution 2018-R-60 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the Professional Firefighters of Holly Hill, Local 3470, October 1, 2018 - September 30, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

5. Resolution Resolution 2018-R-61 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the Coastal Florida Police Benevolent Association (P.B.A.) Local 3042393 October 1, 2018 - September 30, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
6. Resolution Resolution 2018-R-62 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the National Association of Government Employees (Nage) October 1, 2018 - September 30, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
7. Resolution Resolution 2018-R-63 A Resolution of the City of Holly Hill, Florida, Establishing Certain Fees and Increasing Certain Existing Fees for Various Services, Permits, and Certificates Provided by the City and Adopting a Comprehensive Citywide Fee Schedule for the Fiscal Year 2018-2018.
(Requested by John McKinney, Finance)

9. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance FIRST READING - Ordinance 3009 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing the Existing Chapter 70, "Utilities", Article IV Water System, Section 70-124 of the City of Holly Hill and Replacing it with a New Section, Chapter 70, "Utilities", Article II Administration Section 70-30; Amending Chapter 70, "Utilities", Article V Sewers and Sewage Disposal Section 70-281 and Create a New Section Chapter 70, "Utilities", Article II Administration Section 70-35; Providing for Legislative Findings and Intent; Repealing All Ordinances in Conflict Herewith; and Providing for Scrivener's Errors, Conflicts Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

10. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. Mayor's Comments
- D. City Commission Comments

11. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/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. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-55 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2018-2019; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2182)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a Tentative millage rate for the upcoming fiscal year, 2018-2019. The City Commission adopted a proposed millage rate of 6.75 at a meeting on July 24, 2018.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. This is the first hearing to adopt a tentative millage rate and on September 25, 2018 there will be a second hearing to adopt the Final millage rate.

Subsequent to the adoption of the proposed millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, was prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, of September 10th.

The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, this is proposed for September 25th at 7:00 pm.

The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and millage rate. At this meeting the Commission will adopt the final budget and millage rate.

FISCAL ANALYSIS:

The City Commission is hereby being requested to set the tentative millage rate at the proposed millage rate of 6.50. The proposed budget for the Fiscal Year 2018-2019 Budget is based on this millage rate which is 1.39% above the rolled back rate.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-55, adopting the tentative millage rate and set the final public hearing date for September 25, 2018 at 7:00 pm at City Hall, 1065 Ridgewood Avenue, Holly Hill
FL, 32117.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-55, ADOPTING THE TENTATIVE MILLAGE RATE OF 6.50 MILLS AND SETTING THE FINAL PUBLIC HEARING DATE OF SEPTEMBER 25, 2018 AT 7:00 PM.

Resolution No. (ID # 2182)

**RESOLUTION 2018-R-55 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR
THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018-2019; AND
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

RESOLUTION 2018-R-55

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD
VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR
THE FISCAL YEAR 2018-2019; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 10, 2018, adopted a Fiscal year 2018-2019 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as \$629,544,862.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The FY 2018-2019 operating millage is 6.50 mills, which is greater than the rolled-back rate of 6.4106 mills by 1.39%.

SECTION 2. The Final Public Hearing will be September 25, 2018 at 7:00pm.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER,
2018.**



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-56 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2018 - 2019; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2183)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative budget for the upcoming fiscal year, 2018 - 2019. State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission.

This is a first hearing to adopt a tentative budget and on September 25, 2018 there will be a second hearing to adopt the Final Budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget. At this meeting the Commission will adopt the final budget.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-56; approving the Tentative budget and setting the final hearing date and time.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and

utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-56, ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2018 - 2019 AND SETTING THE FINAL BUDGET HEARING DATE AND TIME.

ATTACHMENTS:

- Exhibit A Tentative Budget FY 2018 - 2019 (PDF)

Resolution No. (ID # 2183)

**RESOLUTION 2018-R-56 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL
FOR THE FISCAL YEAR 2018 - 2019; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

RESOLUTION 2018-R-56

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE CITY
OF HOLLY HILL FOR THE FISCAL YEAR 2018 - 2019;
AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 10, 2018, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2018-2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Tentative General, Enterprise and all other related Fund Budgets and Capital Improvements Programs, which are attached hereto and incorporated herein as Exhibit "A" which may later be amended by the City Commission.

SECTION 2. Set the final public hearing for September 25, 2018 immediately following adoption of the Millage Rate Resolution.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER,

Resolution (ID # 2183)

Meeting of September 10, 2018

2018.

Exhibit "A"

TENTATIVE BUDGET FISCAL YEAR 2018 - 2019

REVENUES AND EXPENSES FY 2018 - 2019	REVENUES	EXPENSES	VARIANCE
001 - GENERAL FUND	\$ 11,055,598	\$ 11,055,598	\$ -
002 - LOGT 2nd	\$ 1,617,600	\$ 1,617,600	\$ -
004 - BUILDING AND ZONING	\$ 269,789	\$ 269,789	\$ -
006 - FIRE DONATIONS	\$ -	\$ -	\$ -
010 - HURRICANE MATTHEW	\$ -	\$ -	\$ -
015 - HURRICANE IRMA	\$ -	\$ -	\$ -
101 - POLICE IMPACT FEES	\$ 70,225	\$ 70,225	\$ -
102 - FIRE IMPACT FEES	\$ 48,620	\$ 48,620	\$ -
103 - ROAD IMPACT FEES	\$ 109,725	\$ 109,725	\$ -
104 - PARK IMPACT FEES	\$ 49,799	\$ 49,799	\$ -
110 - LAW ENFORCEMENT TRUST	\$ 42,625	\$ 42,625	\$ -
115 - EXPLORERS	\$ 3,447	\$ 3,447	\$ -
130 - CRA	\$ 2,440,919	\$ 2,440,919	\$ -
135 - CRA FOUNTAIN HEAD	\$ 552,120	\$ 552,120	\$ -
139 - CRA CAPITAL PROJECTS	\$ 2,600,000	\$ 2,600,000	\$ -
301 - GENERAL CAPITAL PROJECTS	\$ 3,123,440	\$ 3,123,440	\$ -
400 - WATER & SEWER	\$ 7,304,558	\$ 7,304,558	\$ -
401 - WATER IMPACT FEES	\$ 197,464	\$ 197,464	\$ -
402 - SEWER IMPACT FEES	\$ 156,200	\$ 156,200	\$ -
407 - WATER & SEWER R & R	\$ 1,198,200	\$ 1,198,200	\$ -
409 - WATER & SEWER RESERVES	\$ 274,932	\$ 274,932	\$ -
460 - STORMWATER	\$ 1,048,204	\$ 1,048,204	\$ -
461 - STORMWATER CAPITAL	\$ 2,283,700	\$ 2,283,700	\$ -
463 - STORMWATER RESERVE	\$ 1,500,000	\$ 1,500,000	\$ -
495 - SOLID WASTE	\$ 2,462,072	\$ 2,462,072	\$ -
501 - INFORMATION TECHNOLOGY	\$ 441,202	\$ 441,202	\$ -
502 - FLEET	\$ 394,318	\$ 394,318	\$ -
503 - P & C INSURANCE	\$ 343,630	\$ 343,630	\$ -
504 - EMPLOYEE BENEFITS	\$ 988,200	\$ 988,200	\$ -
TOTAL ALL FUNDS	\$ 40,576,587	\$ 40,576,587	\$ -

Attachment: Exhibit A Tentative Budget FY 2018 - 2019 (2183 : Tentative Budget Fiscal Year 2018 - 2019)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-57 A Resolution of the City of Holly Hill, Florida, Setting the Final Stormwater Utility Fee at \$8.00 Per Equivalent Residential Unit; Establishing the Equivalent Residential Unit for Non-Residential and Multi-Family Properties; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.
NUMBER: (ID # 2181)
APPLICANT:
PLANNER:

DISCUSSION:

In April 2010, the City of Holly Hill adopted the special assessment method of collecting stormwater fees. In order to follow the statutory process the City must adopt a rate annually by Resolution to provide to the property appraiser for collection purposes. Based on prior commission direction, staff is bringing for final approval the rate of \$8.00 per month for each Equivalent Residential Unit. This equates to \$96.00 annually for single family homes.

FISCAL ANALYSIS:

The attached Resolution increases the rate to \$96.00 annually. This resolution must be adopted to formally notify the property appraisers office per procedures found in State Statute.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-57.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-57, SETTING THE FINAL STORMWATER RATE FOR COLLECTION THROUGH THE SPECIAL ASSESSMENT PROCESS.

Resolution No. (ID # 2181)

RESOLUTION 2018-R-57 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE FINAL STORMWATER UTILITY FEE AT \$8.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-57

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SETTING THE FINAL STORMWATER UTILITY FEE AT \$8.00 PER EQUIVALENT RESIDENTIAL UNIT; ESTABLISHING THE EQUIVALENT RESIDENTIAL UNIT FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined, due to the amount of stormwater maintenance required to preserve retention areas and canals in good condition, that it is in the best interest of the City of Holly Hill to set the stormwater utility fee at \$8.00 per equivalent residential unit (ERU) per month or \$96.00 per equivalent residential unit (ERU) per year; and

WHEREAS, for non-residential and multi-family properties, the City Commission has determined, based on the recommendation of the City Engineer, that the single-family equivalent unit should be 2,050 square feet.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Final stormwater utility fee is hereby set at \$8.00 per equivalent residential unit (ERU) per month or \$96.00 per equivalent residential unit (ERU) per year.

SECTION 2. For non-residential and multi-family properties the single-family equivalent unit shall be 2,050 square feet.

SECTION 3. A Public Hearing was held on September 10, 2018 to set the Final Rate.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of

this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application.

**APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER,
2018.**

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 2190)**

Meeting: 09/10/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2190

Holly Hill Boy Scouts Troop 54

In recognition of the Boy Scout Troop 54 helping to beautify the front of City Hall with plants in the mulch beds.



**BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING THE HOLLY HILL BOY SCOUTS TROOP 54
September 10, 2018**

The City of Holly Hill would like to thank each of the *Boy Scout Troop 54* participants who beautified the mulch beds in front of City Hall. Thank you for an outstanding job and your hard work. We appreciate you!!

**AUSTIN CULVER
BLAKE CULVER
HUNTER CULVER
TRISTAN KILLIAN-SMALL
ELIJAH GOODMAN
LOUIS CATANEO**

In Witness Whereof, I have hereunto set my hand and cause the Seal of the City of Holly Hill, Florida, to be affixed. Done at the City of Holly Hill, Florida, on Monday, September 10, 2018.

John Penny, Mayor

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 2191)**

Meeting: 09/10/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 2191

Childhood Cancer - Month of September

Presentation declaring the month of September as Childhood Cancer.



**PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING THE MONTH OF SEPTEMBER AS
CHILDHOOD CANCER MONTH IN THE CITY OF HOLLY HILL, FLORIDA**

WHEREAS, Childhood Cancer is the leading cause of death by disease in children; and
WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday;
and

WHEREAS, 43 children per day or 15,780 children are diagnosed with cancer annually in the U.S.; and

WHEREAS, there are approximately 40,000 children on active treatment at any given time; and

WHEREAS, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis; and

WHEREAS, 80% of Childhood Cancer patients are diagnosed late and with metastatic disease; and

WHEREAS, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years; and

WHEREAS, two-thirds of Childhood Cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, approximately one half of Childhood Cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat Childhood Cancer; and

WHEREAS, the National Cancer Institute recognizes the unique research needs of Childhood Cancer and the associated need for increased funding to carry this out; and

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support; and

WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

Now, Therefore, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim SEPTEMBER 2018 as:

“CHILDHOOD CANCER AWARENESS MONTH”

The City of Holly Hill encourages all citizens to observe *Childhood Cancer Awareness Month* and support this cause that so deeply impacts families in every community across our country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City to be affixed this 31st day of August, 2018.

City of Holly Hill, Florida

John Penny, Mayor



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 10, 2018
FROM: Valerie Manning
SUBJECT: Minutes - August 14, 2018 - Regular City Commission and CRA
Meeting and the Minutes from August 28, 2018 General
Election, Results
NUMBER: (ID # 2178)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from August 14, 2018 regular City Commission and CRA meeting and the Minutes from August 28, 2018 General Election, Results.

STAFF RECOMMENDATION:

Approve both sets of minutes.

MOTION:

Approve as submitted by staff.

- Minutes - August 14, 2018 - Regular City Commission & CRA meeting (PDF)
- Minutes - August 28, 2018 - General Election Results (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 14, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - BRIAN MEYER - BREAD MINISTRY

1.

Brian Meyer - Bread Ministry

(Requested by Valerie Manning, City Clerk)

<< This document is too large to display in this window. You must open this document in Word to see its contents.
>>



3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA ITEMS

1.

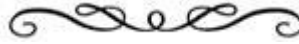
Resolution 2018-R-45 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing an Agreement with Advanced Cabling Solutions (ACS) to Perform Cable Pulling to Move Cable from Power Poles to Underground Conduit for the Overhead to Underground Project; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



2.

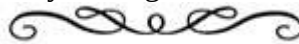
Resolution 2018-R-46 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing Change Order #2 to the US1 Utility Underground Project to Carter Electric and Authorizing the City Manager to Execute the Change Order for an Amount Not to Exceed \$292,575.42 and 122 Additional Days; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



5. **ADJOURN THE CRA & RECONVENE THE CC MTG**

6. **PUBLIC COMMENTS**

The following individuals spoke to the Mayor and City Commissioners:

Heidi Heller, 460 Ridgewood Avenue, Holly Hill shared her concerns about the CRA district, the canals, sidewalks, roads, enclosed bus shelter at Publix Shopping Center.

Jim Legary, 340 Burleigh Avenue, Holly Hill shared his concerns about no candidate forums being held to discuss issues or debates or to meet the candidates but it would be a good idea to have one.

Laura Czaranecki, 1014 Ridgewood Avenue, Holly Hill, owner of *Laura's Thrifty Boutique & Costumes*, shared her concerns and frustrations about her property, getting rid of outdoor displays, informed the Mayor and Commissioners she is in the process of cleaning up her property and has lived there for 33 years.

7. **APPROVAL OF MINUTES**

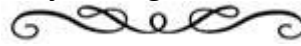
1.

Minutes - July 10, 2018 Budget Workshop with Public Works & Solid Waste; July 10, 2018 Regular City Commission and CRA Meeting; July 24, 2018 Regular City Commission Meeting and July 24, 2018 Workshop on CRA / Economic Development Budget

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



8. **CONSENT AGENDA - ITEMS (1 - 5)**

Mayor Penny asked if any member of the Commission would like to pull any item on the Consent Agenda for further discussion or if any member of the audience would like to discuss an item. No one from the Commission desired to pull or speak on an item. However, Gill Adams from the audience wanted to speak briefly on Consent Agenda Item #1, Resolution 2018-R-47, Holly Hill Historic Preservation Society lease agreement.

Gill Adams, 1144 Riverside Drive, stated Item #1 on the Consent Agenda, on the renewal lease agreement. Is the lease expired or do you want this renewed and add some different conditions, that's the question and I would like to know what that is.

Mayor Penny stated okay, I'll get you an answer. Mr. Forte, on Item #1, the lease agreement is coming up in September, am I correct?

Mr. Forte stated the lease agreement expires on September 30th of this year.

Mayor Penny stated, okay.

Mr. Forte stated so, since we don't have a meeting at the end of the month, it was placed on this agenda.

Mayor Penny stated okay, thank you.

Mr. Forte stated there are no renewals in this contract.

Mayor Penny stated, thank you.

There was no one else to come forward to speak.

1. Resolution

Resolution 2018-R-47 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Renewal Lease Agreement Between the City of Holly Hill

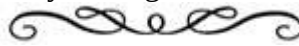
and the Holly Hill Historic Preservation Society, Inc.; Establishing Terms and Conditions of the Agreement; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 14th day of August, 2018, in Holly Hill



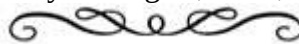
2.

Granicus Master Subscription Agreement - Legislative Agenda Management Agenda and Minutes Software

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



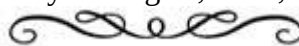
3.

Disposal of Fixed Assets

(Requested by John McKinney, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



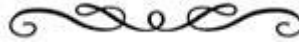
4.

Lines of Coverage Insurance for FY 2019

(Requested by John McKinney, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



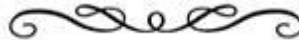
5.

Continuing Architectural Services with Hall & Ogle Architects, Inc. - Agreement

(Requested by Antoine Khoury, Public Works)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



9. REGULAR AGENDA

1. Resolution

Resolution 2018-R-48 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing an Agreement with Advanced Cabling Solutions (ACS) to Perform Cable Pulling to Move Cable from Power Poles to Underground Conduit for the Overhead to Underground Project; Providing for Severability; and Providing for an Effective Date.

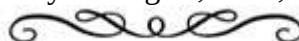
(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 14th day of August, 2018, in Holly Hill



2. Resolution

Resolution 2018-R-49 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Change Order #2 to the US1 Utility Underground Project to Carter Electric and Authorizing the City Manager to Execute the Change Order for an Amount Not to Exceed \$292,575.42 and 122 Additional; Days; Providing for Severability; and Providing for an Effective Date.

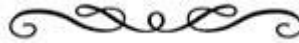
(Requested by Antoine Khoury, Public Works)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 14th day of August, 2018, in Holly Hill



3. -DOC-2018-1

RFQ 18-PW-01 - Professional Surveying Services

(Requested by John McKinney, Finance)

Mr. Forte gave a brief staff report on how the proposals were evaluated. Attorney Simpson and the Mayor and Commissioners spoke on how they were evaluated and the recommended suggestion by staff.

*Commissioner Via made a motion to **direct staff to have the proposals RE-EVALUATED and let the City Manager select a new evaluation committee and rank them from 1 to 5, in that order**, seconded by Commissioner Currie.*

Mr. Forte will have these proposals re-evaluated and get back with the Mayor and City Commission.

Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

RESULT:	PULLED TO A DATE CERTAIN BY CM
----------------	---------------------------------------



4.

Request for Lien Reduction - 1333 Holly Avenue

(Requested by Joseph Forte, City Manager)

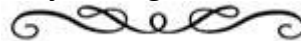
Mr. Forte stated the property was originally purchased by David Edison in 1999. Thomas M. Sasko purchased the property through a tax deed sale on April 3, 2018 (\$71,200.00). The property is currently owned by Ruth Ann Taylor who acquired the property from Thomas M. Sasko from a Quit Claim Deed executed on May 15, 2018. The original owner died in 2013 and the known relatives did not take responsibility for the property. The code violation had been cited and the case brought to the Special Master in December of 2013. The liens began to accrue in January 2014 and have accumulated to \$117,318.26. The accumulation of liens stopped on August 6, 2017 when the property was inspected and found to be in compliance.

Following a hearing on December 20, 2013, the Special Master ordered the property to pay a fine of \$250.00 plus \$75.00 per day for every day the property was not in compliance for the three violations identified in the Order. Since the property had been acquired through a tax deed sale with excess funds held in escrow for any lien hold to request, the City files a request for the balance of the excess funds. Since none of the other lien holders had requested any of the excess funds, the City was successful in receiving the balance of excess funds in the amount of \$61,750.53. Mr. Forte stated the city is requesting the City Commission authorize a release of lien for the property located at 1333 Holly Avenue.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 14th day of August, 2018, in Holly Hill



10. PUBLIC HEARINGS

1. Ordinance

SECOND READING - Ordinance 3007 An Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map to Designate the Parcel Identified as 320 10Th Street as General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date. AND SECOND READING - Ordinance 3008 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending the Official Zoning Map to Designated the Property at 320 10Th Street as More Specifically Described in Attachment "A" from B-4 Highway Business District to CC-1 Commercial Corridor District; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Attorney Simpson read both summary titles for the record at once and were voted on at

one time.

Brian Walker, City Planner gave a brief summary of the Future Land Use Map for 320 10th Street and the amendment to the Zoning Map for said property from B-4 Highway Business District to CC-1 Commercial Corridor District. Mr. Walker stated staff's recommendation to the City Commission is to adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from Parks and Open Space to General Retail Commercial and a Rezone from B-4 (Highway Business District) to CC-1 (Commercial Corridor District), for 0.765 acres, located on the north side of 10th Street, approximately 220 feet west of Ridgewood Avenue and more particularly known as 320 10th Street.

The Mayor asked if any member of the Commission had any ex parte communication with the applicant, Robin Hanger. All of them have to some extent or the other.

Mayor Penny opened public participation. The following individuals spoke to the Mayor and City Commissioners:

Karen Van Dusen, 1201 Daytona Avenue, stated she wasn't here for the first hearing and she found the presentation to be somewhat confusing as Mr. Walker had mentioned that the area had been part of a park in the past. She does not consider a school and a church as a commercial use of land and she objects to giving park land or past park land for commercial usage.

Laura Czaranecki, 1014 Ridgewood Avenue, Holly Hill, owner of *Laura's Thrifty Boutique & Costumes*, stated she owns the piece of property that backs up against this and her only objection of any of it is not to take away their green because when she goes out in her backyard to cook out, she looks at trees, bamboo and plants. She doesn't want to have to look at these trailers every day. As long as they aren't going to take away her greenery, she has no objection to what they do to do that property. She owns 100 square foot of that across the back of that Mr. Hanger just purchased.

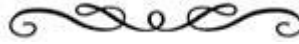
Mr. Forte stated he did meet with Ms. Czaranecki on the site and the area that she is talking about is on her property and no one has the right to go on her property and clear down any vegetation. Mr. Forte stated he also met with the applicant, Robin Hanger, at a different time and he knows he's not going on someone else's private property to clear anything. That being said, Mr. Forte did explain to Ms. Czaranecki there is a ditch that runs along the back of those properties that has been filled in with vegetation over time that it's not functioning properly and although there is nothing on the calendar to have that ditch completely cleared, there may be a day in time when the city has to go in there and clear that ditch. It's location, actually goes onto her property, a little bit further east that would still maintain that vegetation of bamboo. But at some point as the city tries to resolve flooding in this city, that ditch may need to be opened up. That would be the case regardless of what's happening on the 320 10th Street property. That's an issue dealing with stormwater; completely separate and this business at 320 10th Street has no bearing on that decision making.

Mayor Penny closed public participation.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

ORDINANCE

Enacted and approved this 14th day of August, 2018, in Holly Hill



11. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte addressed some of the comments during public comments pertaining to the CRA district and clarified some information about the canals being cleaned, parking along US1, bus enclosure at Publix. Mr. Forte updated the Mayor and Commissioners about the SRO for the school and that he reached out to the Superintendent of Schools Mr. Russell who put him in touch with someone from the Guardian Program.

The **consensus** amongst the Mayor and Commissioners pertaining to the SRO for the school was that they agreed to pay \$11,552.10 for a SRO at the Holly Hill K-8 School and will be paid once they have approved and ratified the FY2018-2018 budget, have received a Memorandum of Understanding (MOU) from the School Board and that it will only be for one (1) year with no liability to the city.

Mayor Penny asked for a motion for the SRO.

*Commissioner Currie made a motion to **APPROVE \$11,552.10 for a SRO at the Holly Hill K-8 School and will be paid once they have approved and ratified the FY2018-2018 budget, have received a Memorandum of Understanding (MOU) from the School Board and that it will only be for one (1) year with no liability to the city, seconded by Commissioner Danio.***

Mayor Penny opened public participation. No one spoke.

PASSED, 4-1 (Byrnes opposing).

B. City Attorney Comments

Attorney Simpson read this title into the record to be voted on for Home Rule:

RESOLUTION 2018-R-50

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO

HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT.

Mayor Penny opened public participation. The following individual spoke to the Mayor and City Commission:

Lynne Smith, 107 7th Street, Holly Hill asked for clarification of the Resolution.

Mayor Penny closed public participation.

Mayor Penny stated the Florida League of Cities is having a conference beginning tomorrow in South Florida and they are celebrating 50 years of Home Rule and every year Tallahassee tries to remove Home Rule from the cities and that is they try to send down unfunded mandates in legislation from Tallahassee that affect us here in our communities. Home Rule allows the cities to try and fight that to legislative ourselves. Last year there was a tree trimming law that was going to come down that Tallahassee could tell you where and when you can trim your trees or how you can park your car in a parking garage or whether or not you could rent your vacation home, short-term rentals. So, we believe, the League of Cities believes, that the cities should have those rights to make the rules to our community because we are the closest government to the people and this is just celebrating 50 years.

Commissioner Danio stated and each city has its own special needs and so what might be good for one city may not be good for another city so that's even more important to stay close and keep the Home Rule in place.

*Commissioner Via made a motion to **APPROVE Resolution 2018-R-50**, seconded by Commissioner Currie.*

PASSED, 5-0.

C. City Commission Comments

Commissioner Currie addressed some of the public comments that were made and agreed with Mr. Legary about holding candidate forums and is very disappointed that none were held by the Chamber this year or some other civic organization didn't put together debates, meet and greets or anything like that because back in 2012 & 2014 that's what happened and fortunate in 2016 that she ran unopposed but she doesn't understand why it didn't happen this year with the meet and greets or debates; she would have loved for it to have happened but unfortunately, they have not put anything out as of yet and she doubts with it being two weeks out, it's going to happen. Maybe in the future the Commission can talk to the Chamber or civic organizations about that and they can fix that issue. Our voters not only need to be educated by what we send out but they need to be educated by questions and answers and things of that nature from the Commissioners. Commissioner Currie stated this Commission has been fortunate enough to have, she believes, the best mayors that this city has ever had in history, since she's known politics to be in Holly Hill. There is something at the State level that is called the "E. Harris Drew Award" and it's named after a supreme court justice, it's a lifetime achievement award. Basically, it's coined after the moto that he presented in local self-government, "The Key

to American Democracy". Commissioner Currie read just a few of the eight pages that were put together for Mayor Penny. The following was read into the record:

"It is universally accepted that Lifetime Achievement Award recipients are honored for changing the world in a positive way while inspiring others to do the same. This is especially true for those municipal servants recognized with the prestigious E. Harris Drew prize. The City of Holly Hill, Florida, is honored to present a nominee who embodies the Florida League of Cities core values of ethics, leadership, stewardship and integrity with a demonstrated commitment to the improvement of municipal government. The Honorable John Penny is a life-long resident of Volusia County, Florida, and has consistently demonstrated his strong devotion to the City of Holly Hill - and the principles of good governance everywhere - through his sustained contribution of inspirational leadership excellence. In 2005, John Penny was called to service in the public interest, driven by a passion for hard work in a worthy cause greater than his own self-interests, with the simple goal of improving opportunities and elevating the quality of life for his neighbors in the beautiful "City with a Heart." As a member of the Holly Hill City Commission, Mr. Penny was re-elected to represent the citizens of Zone 1 in 2010 - and again in 2012 - before being elevated by the electorate to Mayor in 2014 and 2016. A natural leader with inherent strategic vision and an unparalleled ability to bring competing ideas and interests together in a true spirit of civility and collegiality, during Mayor Penny's long tenure he has bested great challenges while creating exceptional opportunities for the economic, civic, social and educational growth of our community. As an elected policymaker, Mayor Penny was instrumental in stewarding our community through the depths of the Great Recession, ensuring a collaborative process for making the difficult decisions necessary for the fiscal security of the municipal government. During that difficult period, Mr. Penny used his institutional knowledge and unique systems perspective to recognize opportunities, right-size functions, and streamline both operational and administrative processes to enhance service delivery during this period of unparalleled financial stress. Without question, Mayor Penny's strength of character and strong leadership helped calm the fears of an anxious constituency, bolster morale among employees, encourage entrepreneurial investment and helped create a bright future for our community. The result has been an overwhelming boost to the public's confidence in the ability of their government to adapt to changing times, respond effectively to internal and external pressures and maintain quality core services. It is called strength of leadership - and Mayor Penny personifies the qualities of honor, integrity and a personal commitment to the highest traditions of values-based public service. He leads and inspires others by personal example, and it is with a great sense of community pride that the citizens of the City of Holly Hill join with their elected officials to nominate Mayor John Penny for the prestigious E. Harris Drew Municipal Official Lifetime Achievement Award."

Mayor Penny thanked everyone for that. He appreciates them.

Commissioner Byrnes mentioned that his son, Arthur Byrnes, III, but everyone calls him "AJ" has returned from spending over two years in Mongolia from the Peace Corps teaching them English. Commissioner Byrnes spoke on the parking along US1, he fought hard for that with the State, the Commissioners fought hard, the residents but the State didn't listen; a lot of signs have been put in the right-of-ways; people can't just put their

signs on somebody's property without having permission and they need to do that. The candidate meet and greets have always been something that has not been sponsored by the city, it has always been something that a civic group does. Bishop's Glen did it one time but he thinks they did that in conjunction with the Holly Hill Chamber. That is something he is sad to see go. Commissioner Byrnes spoke about outside displays. He was the one most vocal against that Ordinance. He still believes there are businesses within Holly Hill that need outside displays in order to survive just like they needed the US1 parking and he thinks the city will have businesses that will be lost because the city has taken a short sight on that. When people have items that they think need to be approved, don't just throw the Commission a laundry list, pick one of them and tell the Commission and they will see if they can fix it. If people just give them a list, they just get lost. Tell the Commission what they think needs to improve one a week/one a meeting and then they can come back to the next meeting and ask the Commission, "why haven't you done something on this?", and the Commission can tell them and then they can tell the Commission, "here's the next thing". They have to tell the Commission what they think needs to be done because the city has been working really hard along US1 but as a government, the city only has so much power, which is why the Maple Leaf Garden Apartments have appeared in the *Daytona Beach News-Journal* from some thoughtless person in Ormond Beach. The city can't just go in and bulldoze it. All of those units are owned by individual owners and they are not cheap. If the city decided to make it look better, the city would have to buy each one of those units from the owner and have a plan as to what the city is going to do with it. He doesn't want to spend tax money on doing that. Commissioner Byrnes mentioned spending the \$11,000 for the SRO for the school, which he believes isn't going to do nothing for the city. If the city doesn't give the money, the SRO will still be there because it's required by the State now to have one at the school.

Commissioner Danio thanked Mr. Walker, City Planner, for the good work he does. National Night Out was a great success. Everything that was said about Mayor Penny was well said, well written and well deserved.

Commissioner Via was glad to see so many people come out to the meeting and he thinks it's great to get input from the community and he wishes every meeting they have will be like this from now on. Had a great time welcoming the kids back to school; what a great band and good time seeing all those smiling faces. Commissioner Via stated I wanted to bring up the whole school thing again because I to exception to what the Mayor said because I think you characterized my position wrongly because I am for school safety and I understand it's only \$11,000 but where I was coming from is trying to get us more, always. Number one, economic priority is safety in our community and I think that Commissioner Byrnes would agree to that as well. Commissioner Via stated so that's why he voted for that SRO and spending the money because he is in favor of that in protecting our students the best way they can. He hopes Mayor Penny understands where he was coming from with spending so much time on it because he thought it was important to just try so that's where he was coming from when the discussion was about the SRO and Guardian for the school and he wanted to clarify that for everyone. Commissioner Via stated there was a large debate on Facebook and this may seem very trivial but he just wanted to bring it up. It's about garbage handles, which way to put the garbage handles in that do you put the handles towards the road or the inside. When it

was Waste Management, obviously the handles were facing your house so they can pick the can up and throw away the trash. Now Waste Pro prefers the handles facing out because it's easier to grab. He thinks they had a very productive meeting tonight. He loves these meetings where they kind of don't all get along and he thinks the best ideas always come out of that and he wants to say thank you to Mr. Forte for the studies and always provide the best information but the Commissioners know that him and staff would never cater to someone or do that but even that pinch of it, Mr. Forte brought that out so thank you for your integrity. That's why I appreciate Mr. Forte serving the community.

Mayor Penny thanked them collectively for the E. Harris Drew Lifetime Achievement Award recommendation. It is an honor to serve this community and his whole goal is when he steps down from this dais, when he meets people at a function and he tells them he lives and works in Holly Hill they won't give him "that look". They all know what he's talking about if you live here. They have gotten the look - "I feel sorry that you live here, I feel sorry your business is here." Mayor Penny stated the city is on some great momentum. There's a lot of things coming out of the ground and a lot of things are changing hands. New businesses are relocating to Holly Hill, there are expansions here and there. Mr. Walker's office is busier than ever.

D. Mayor's Comments

Mayor Penny thanked everyone for National Night Out; it's getting better and better every year. Mayor Penny spoke about the Red Carpet Day at the school to meet and greet the kids going back to school; mentioned the poverty seminar that himself and Commissioner Currie attended and the idea was to have you look through someone else's eyes for just a short 1.5 hours and those attending were assigned an identity when they arrived; it was all fake and played out their roles; there was approximately 130 people at the seminar and it was very eye-opening, a very good exercise.

12. ADJOURNMENT

This meeting adjourned at approximately 9:00 PM.

**MINUTES
CITY OF HOLLY HILL, FLORIDA
GENERAL ELECTION
August 28, 2018**

1. Election Summary Report – Group Detail – Official Results

These are the total number of votes and percentages from the City of Holly Hill's municipal election held on Tuesday, August 28, 2018.

Holly Hill Mayor

	<u>Total Votes</u>	<u>Percentage</u>
Mike Chuven	<u>629</u>	<u>29.50 %</u>
Chris Via	<u>1,505</u>	<u>70.50 %</u>

Holly Hill City Commissioner – District 2

	<u>Total Votes</u>	<u>Percentage</u>
Joan Burnett	<u>714</u>	<u>34.56 %</u>
Penny Currie	<u>1,348</u>	<u>65.44 %</u>

Holly Hill City Commissioner – District 3

	<u>Total Votes</u>	<u>Percentage</u>
John Danio	<u>1,162</u>	<u>56.97 %</u>
Karen Louise Van Dusen	<u>878</u>	<u>43.03 %</u>

Holly Hill Amendment 1 – Elimination of Civil Service Act

Since the creation of the Human Resources Division and the establishment of employee union contracts, the Civil Service Act is no longer utilized for the hiring, promoting, oversight or discipline of City's employees. Repealing Civil Service will allow the City to continue to hire, promote and discipline according to the City's adopted Personnel Rules and Regulation.

	<u>Total Votes</u>	<u>Percentage</u>
YES	<u>1,072</u>	<u>54.97 %</u>
NO	<u>878</u>	<u>45.03 %</u>

Holly Hill Amendment 2 – Four Year Staggered Terms

The current City Charter limits the term of office of the Mayor and Commissioners to two years. This amendment proposes four year staggered terms for elected offices. If approved, the Mayor and two Commissioners will be elected during one election cycle and the other two Commissioners will be elected in the next election cycle two years later, maintaining an election every two years.

	<u>Total Votes</u>	<u>Percentage</u>
YES	<u>1,005</u>	<u>51.35 %</u>
NO	<u>952</u>	<u>48.65 %</u>

Attest:


Valerie Manning
City Clerk, CMC



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-58 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Extend the Agreement with Arrow Service and Towing for the First of Two Additional Twelve Month Periods, Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2187)
APPLICANT:
PLANNER:

DISCUSSION:

On June 1, 2016 the City of Holly Hill entered into an agreement with Arrow Service and Towing.

The term of the agreement is for a period of 28 months with the option of renewal for up to two (2) twelve (12) month renewals commencing on October 1, 2018. The City wishes to accept the option for the first twelve (12) month renewal.

FISCAL ANALYSIS:

The revenue received will continue in equal monthly installments of \$1,405.41.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-58 and approve the option for the first twelve (12) month renewal for the FY 2018 period (Oct 1, 2018 to Sept 30, 2019) with Arrow Service and Towing.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-58, AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT FOR THE FIRST TWELVE (12) MONTH RENEWAL FOR THE FY2018 PERIOD (OCT 1, 2018 TO SEPT 30, 2018) WITH ARROW SERVICE AND TOWING.

ATTACHMENTS:

- Arrow Towing Performance Letter (PDF)
- Arrow Service & Towing Agreement - May 2016 (PDF)

Resolution No. (ID # 2187)**RESOLUTION 2018-R-58 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH ARROW SERVICE AND TOWING FOR THE FIRST OF TWO ADDITIONAL TWELVE MONTH PERIODS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-58**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH ARROW SERVICES AND TOWING FOR THE FIRST OF TWO TWELVE MONTH RENEWAL PERIODS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill currently holds a contract with Arrow services and Towing; and

WHEREAS, The term of agreement is for a period twenty-eight (28) months commencing on June 1, 2016, with the option of renewal for up to two (2) twelve (12) month renewals; and

WHEREAS, The City of Holly Hill would like to extend the renewal of this contract for the first twelve (12) month period commencing on October 1, 2018 to September 30, 2019; and

WHEREAS, The Deputy Police Chief has submitted a memo, in accordance with the agreement, stating the performance by Arrow Service and Towing is satisfactory making them eligible for extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager is hereby authorized to execute the first twelve (12) month renewal of this contract commencing on October 1, 2018 to September 30, 2019.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

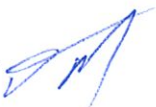
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER, 2018.



HOLLY HILL POLICE DEPARTMENT

INTER-OFFICE CORRESPONDENCE

Date: August 16, 2018
To: Chief Stephen K. Aldrich
From: Deputy Chief Jeffrey Miller 
Subject: Extension of Towing Agreement

As you know, Arrow Wrecker holds the city's agreement for providing wrecker services inside the City of Holly Hill. The term of the agreement was a 28 month period running from June 1, 2016 and ending September 30, 2018. The agreement allows for two 12 month extensions based upon a rating of satisfactory performance.

Over the course of the agreement, I've conducted monthly audits sampling several of the invoices and associated tows provided by Arrow Wrecker through the city's agreement. The audit was performed to make sure citizens were not being overcharged and the rates stayed in accordance with the city's agreement. The audit found only one mistake at the very beginning of the agreement involving an insurance company – the charge was entered incorrectly. Staff at Arrow Wrecker immediately corrected the charge and the computer code that would allow no further errors. All of the citizens contacted reported they were satisfied with the towing company and no one had any complaints.

All payments from Arrow Wrecker have been received on time. The storage facility and required vehicles were found to be in compliance as outlined in the agreement. Arrow Wrecker also provided copies of background checks on their drivers – the drivers were found to be in compliance. Lastly, a sampling of the response time only found one that exceeded the maximum amount of time allowed in the agreement. All other response times were found to be in compliance.

The staff at Arrow Wrecker is extremely professional and easy to work with.

I recommend an extension as outlined in the agreement.

Attachment: Arrow Towing Performance Letter (2187 : Arrow Service and Towing Agreement 12 Month Extension)

TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of June 2016 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Arrow Service and Towing, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the



accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.

- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. **Immobilization** shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.
2. **Consensual towing** shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.
3. **Nonconsensual towing** shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle



in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.

4. **Property owner** shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. **Tow** shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. **Trespass towing** shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. **Wrecker** shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

2. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning June 1, 2016 the sum of \$39,351.48, payable in equal monthly installments of \$1,405.41 for a period of twenty-eight (28) months so long as this Agreement is in effect.

3. TERM

- a) The term of this Agreement shall be for a twenty-eight (28) month period beginning June 1, 2016 and ending September 30, 2018. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2018 and ending on September 30, 2019 and the second beginning on October 1, 2019 and ending on September 30, 2020. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.
- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker

from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

4. RATE CHARGED OWNERS

a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).

b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:

1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*

- | | |
|--|----------|
| a. Trespass tow (flat rate): | \$125.00 |
| b. Consensual/Nonconsensual tow: | \$125.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$3.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: | \$25.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage | \$25.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day: | \$20.00 |

2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

- | | |
|------------------------------|----------|
| a. Trespass tow (flat rate): | \$250.00 |
|------------------------------|----------|

- | | |
|--|----------|
| b. Consensual/Nonconsensual tow: | \$250.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$4.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$50.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$30.00 |
| f. Immobilization: | \$75.00 |
| g. Outside storage, per day | \$25.00 |
| 3. <i>Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):</i> | |
| a. Trespass tow (flat rate): | \$375.00 |
| b. Consensual/Nonconsensual tow: | \$375.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$5.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$75.00 |
| e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. Outside storage, per day: | \$55.00 |
| 4. <i>Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):</i> | |
| a. Trespass tow (flat rate): | \$500.00 |
| b. Consensual/Nonconsensual tow: | \$500.00 |
| c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |

- e. Trespass or consensual/nonconsensual tow daily storage
per day, inside storage: \$60.00
- f. Outside storage, per day: \$55.00
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
 - 1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 - 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 - 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 - 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 - 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 - 6. Fuel surcharge fees;
 - 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in

order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

5. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

6. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

7. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized

vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

8. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

9. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

10. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

11. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

12. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

13. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

14. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

15. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

16. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles

are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

17. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

18. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

19. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

2. Liability Insurance:

General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

20. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.
- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

21. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

22. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

23. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/28th of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
- b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.

24. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.
- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.

- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

25. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

26. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

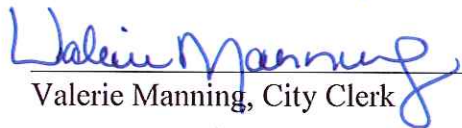
City of Holly Hill, Florida

By: 
 Title: City Manager
 Date: 5-31-2016

Wrecker Service:

By: 
 Title: Treasurer
 Date: 5/27/16

Attest:


 Valerie Manning, City Clerk

Attachment: Arrow Service & Towing Agreement - May 2016 (2187 : Arrow Service and Towing Agreement 12 Month Extension)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Volusia County for Maintenance of Traffic Devices for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2157)
APPLICANT:
PLANNER:

DISCUSSION:

The City is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A” of the attached agreement. This agreement contracts the County to maintain and operate these traffic control devices to ensure uniform traffic control of the road network.

The County will also maintain and operate the auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit “A” as requested by the City.

The City and County may modify Exhibit “A” throughout the life of this agreement to account for new or removed Traffic Control Devices. The term of the contract is for one (1) year.

FISCAL ANALYSIS:

The coordination of the City’s traffic control devices with the County promotes an integrated and balanced traffic network in Volusia County to the benefit of all residents. This promotes fiscal responsibility by not duplicating services.

This item has been included in the 2018/19 Fiscal Year budget. The city also receive funding from FDOT for said maintenance of the traffic signal along the state roadway systems.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-59, authorizing the City Manager to execute the attached Interlocal Agreement.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-59, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT.

ATTACHMENTS:

- Holly Hill Interlocal 2018-19 (PDF)

Resolution No. (ID # 2157)**RESOLUTION 2018-R-59 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES FOR THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-59**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES FOR THE CITY OF HOLLY HILL, FLORIDA; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions; and

WHEREAS, Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, Pursuant to 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, The City is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit "A" of the attached agreement. This agreement contracts the County to maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the City's traffic control devices with the County promotes an integrated and balanced traffic network in Volusia County to the benefit of all residents. The County will also maintain and operate the auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit

“A” as requested by the City. The City and County may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. Authorize the City Manager to execute the Interlocal Agreement with Volusia County for the maintenance of traffic control devices in the City of Holly Hill, Florida.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER,
2018.**

**COUNTY OF VOLUSIA STANDARD INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF HOLLY HILL, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Holly Hill, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 32117, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set

forth below, the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2018** and shall terminate at midnight on **September 30th, 2019** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** Interim County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Joe Forte, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

This space intentionally left blank

PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Holly Hill FY 2018-19* which is hereby attached as the nine page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

This space intentionally left blank

IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Municipal Services to the City of Holly Hill have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
 Name: George Recktenwald
 Title: Interim County Manager
 Dated: _____

By: _____
 Name: Ed Kelley
 Title: County Chair
 Dated: _____

ATTEST:

CITY OF HOLLY HILL

By: _____
 Name: Valerie Manning
 Title: City Clerk
 Dated: _____

By: _____
 Name: John Penny
 Title: Mayor
 Dated: _____

By: _____
 Name: Joe Forte
 Title: City Manager
 Dated: _____

Attachment: Holly Hill Interlocal 2018-19 (2157 : Interlocal Agreement with Volusia County for Maintenance of Traffic Devices)

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Holly Hill

Fiscal Year 2018-19

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF HOLLY HILL
FY 2018-19**

Services	Annual Cost
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Holly Hill (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY’S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance –

Traffic Signal Timing and Equipment Upgrades

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

b. Equipment Upgrades

The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary telephone drops in any master cabinet and shall pay the monthly charges for such telephone drops.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras and License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lighting damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lighting damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services

Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A
CITY OF HOLLY HILL - TRAFFIC CONTROL DEVICES
6/19/2018

WITHIN COASTAL ZONE ☒ YES ☐ NO
FDOT ADDENDUM APPLICABLE ☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
269	US 1/RIDGEWOOD AV @ MASON AV		✓								✓	
270	US 1/RIDGEWOOD AV @ 2ND ST		✓								✓	
271	US 1/RIDGEWOOD AV @ 3RD ST		✓								✓	
272	US 1/RIDGEWOOD AV @ 6TH ST		✓									
273	US 1/RIDGEWOOD AV @ 8TH ST		✓									
274	US 1/RIDGEWOOD AV @ WALKER ST		✓									
278	CENTER AV @ FLOMICH ST	✓										
252	RIVERSIDE @ LPGA BLVD		✓									
377	US 1/RIDGEWOOD AV @ CALLE GRANDE ST		✓								✓	
390	SR 5A/NOVA RD @ 15TH ST		✓								✓	✓
511	CENTER AV @ N OF WALKER ST				SZ							
541W	15 TH ST W OF CENTER				SZ							
541S	15TH ST @ CENTER AV				SZ							
541N	15TH ST @ CENTER AV				SZ							

TS - Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

PFB - Pedestrian Flashing Beacon (SZ) - School Zones & (RRFB) - Rectangular Rapid Flashing Beacon

FDS - Emergency Fire Dept Signal

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB - Traffic Warning Beacon

UPS - Uninterruptible Power Supply/Battery Backup

OPT - Opticom (F) – Fire (B) – Bus Priorit



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 10, 2018
FROM: Antoine Khoury
SUBJECT: Amendment to Subrecipient Agreement with Halifax Urban Ministries (HUM)
NUMBER: (ID # 2160)
APPLICANT:
PLANNER:

DISCUSSION:

On January 9, 2018, the City Commission approved a subrecipient agreement between the City of Holly Hill and Halifax Urban Ministries (HUM). This agreement was required by Volusia County and predetermined the specific equipment the City of Holly Hill would contribute towards using Community Development Block Grant (CDBG) funds.

Under Section VI of the subrecipient agreement, the begin date had been listed as January 1, 2018. Halifax Urban Ministries made the purchase of the approved equipment on October 30, 2017.

The CDBG program is administered through Volusia County and has a fiscal year of October 1, 2017 through September 30, 2018. Staff recommends that Commission approve an amendment to the subrecipient agreement with HUM changing the start date to October 1, 2017. This will make the City's agreement with HUM consistent with the agreement between the City of Holly Hill and Volusia County and will also ensure that HUM's purchase is approved as an eligible expense.

Please see attachments "A" and "B" for the subrecipient agreement between Halifax Urban Ministries and the City of Holly Hill.

FISCAL:

There is no financial impact to the City in amending the agreement start date.

STAFF RECOMMENDATION:

Approve the amendment to the subrecipient agreement as presented.

COMMISSION GOAL:

N/A

MOTION:

Authorize the City Manager to amend the agreement with Halifax Urban Ministries (HUM) and present the amended agreement to Volusia County Community Services.

- Exhibit A (PDF)
- Exhibit B (PDF)

**Community Development
Subrecipient Agreement
FY 2017-2018**

THIS AGREEMENT, made and entered into this 9th day of January, 2018, by and between the **City of Holly Hill**, State of Florida, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "City"), and **Halifax Urban Ministries, Inc.** (hereinafter referred to as "Halifax Urban Ministries").

WITNESSETH

WHEREAS, the City has received funding under the federal Community Development Block Grant (CDBG) program from the County of Volusia, and,

WHEREAS, the City desires to engage Halifax Urban Ministries to provide homelessness prevention services within the City for the benefit of low-moderate income families.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Service

The purpose of this agreement is to define the roles and responsibilities of the City and Halifax Urban Ministries in assisting the City residents with homelessness prevention through the use of Community Development Block Grant funding through the City.

2. Confidentiality

All parties agree to observe the confidentiality provisions of their respective programs and regulations. All appropriate information, with respect to participant eligibility and employment, may be shared. This may include the use of an electronic database system for sharing appropriate information among parties. Records are public and must be made available if requested.

3. Responsibilities of the City

The City will receive and review monthly status reports and reimbursement requests from Halifax Urban Ministries. Once approved and paid by the City, a request for reimbursement will be submitted to Volusia County Community Assistance for reimbursement to the City.

4. Responsibilities of the Halifax Urban Ministries

Halifax Urban Ministries will provide services to the homeless at Hope Place, located at 1340 Wright Street, Daytona Beach, Florida, 32117 (Facility). Hope Place will assist

homeless families with children and unaccompanied youth to gain independent living as one in five homeless individuals in Volusia County is a child.

Halifax Urban Ministries will submit monthly status reports, reimbursement requests, and a LMI CDBG Clientele Status Report to the City. (Attachment I) Reimbursement requests must include backup documentation to include proof of payment, copies of invoices, receipts.

5. Income Verification

Homelessness is an eligible population for the use of Community Development Block Grant (CDBG) funding; therefore, all Hope Place clients qualify under CDBG income requirements.

6. Term of Contract

The services of Halifax Urban Ministries will begin on January 1, 2018, and shall be completed by September 30, 2018. CDBG funding awarded for public services must be spent during the program year in which they were awarded; therefore, no extensions of this agreement will be allowed. This Agreement shall terminate if the Subrecipient Agreement between the County and the City (attached hereto marked as Exhibit A) is terminated for any reason.

7. Compensation

Halifax Urban Ministries shall be paid an amount not to exceed **\$14,908** for full performance of the services specified under this agreement. The funding provided is to reimburse equipment purchased at the Facility from the list of equipment in Exhibit "A" attached hereto. Compensation shall be allowed on a reimbursement basis only after expenditures have been incurred and paid by Halifax Urban Ministries in conformity with the approved budget.

In every case, payment will be made subject to receipt of a request for payment from Halifax Urban Ministries specifying and certifying that such expenses have been incurred and expended in conformance with this agreement and that Halifax Urban Ministries is entitled to receive the amount requested under the terms of the agreement.

Halifax Urban Ministries shall not claim reimbursement from the City for that portion of its obligation which has been paid by another source of revenue.

8. Budget

Community Development Block Funds will be used to fund electrical and water utility costs for the Facility.

General Terms and Conditions

- A. Halifax Urban Ministries agrees to submit program status reports and funds reimbursement requests on a monthly basis, **due to the City by the 5th of each month (or the next business day if the 5th is a weekend or holiday)**, or more frequently if requested, and other reports as may be required. (Attachment I) Failure to submit the required documents within the above time requirements shall constitute waiver of entitlement to reimbursement for the costs to be included with said submittal
- B. Halifax Urban Ministries agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the last request from the City.
- C. Halifax Urban Ministries agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, and shall document all transactions and services performed under this agreement, and shall document all transactions so that all expenditures may be properly audited.
- D. Halifax Urban Ministries agrees that the City, or any authorized representative, has access to and the right to examine all records, books, papers or documents related to the project.
- E. Halifax Urban Ministries hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the City the option of retention of the project records, books, papers, and documents.
- F. Halifax Urban Ministries agrees to purchase any necessary insurance if its project and or the nature of the project requires insurance.
- G. Halifax Urban Ministries hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves, members of their family or any person with a business relationship. Further, no member, officer, or employee of Halifax Urban Ministries who exercises and functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves, a family member or any person with a business relationship, for work to be performed in connection with the program assisted under this agreement.

- H. The undersigned person signing as an officer on behalf of Halifax Urban Ministries, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Halifax Urban Ministries and to bind same to this agreement, and further that Halifax Urban Ministries has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.
- I. Neither the City, nor the County, shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Halifax Urban Ministries, its staff or clientele; and Halifax Urban Ministries hereby agrees to defend, hold harmless and indemnify the City and the County from and against all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release Halifax Urban Ministries from any obligations under this agreement.
- J. Nothing contained in this agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of Halifax Urban Ministries by virtue of this agreement by an employee of the City for any purpose whatsoever, nor shall any employee of Halifax Urban Ministries be entitled to any of the rights, privileges, or benefits of City employees. Halifax Urban Ministries shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Halifax Urban Ministries assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- K. Attached hereto marked as Exhibit "B" is the Subrecipient Agreement between the County and the City, the terms of which are hereby incorporated herein. To the extent of a conflict with this Agreement, the terms of the Subrecipient Agreement shall prevail.
- L. Halifax Urban Ministries acknowledges receipt of a copy of the following Code of Federal Regulations:
- 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- M. Compliance with Florida Public Records Law
- Halifax Urban Ministries expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of Halifax Urban Ministries to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

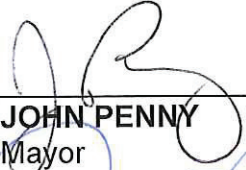
IN WITNESS WHEREOF, the parties hereto have executed this contract.

Witnesses:

Valerie Manning
Print Name: Valerie Manning

Print Name: _____

CITY OF HOLLY HILL

By: 
JOHN PENNY
Mayor

By: 
JOSEPH FORTE
City Manager

Witnesses:

Print Name: _____

HALIFAX URBAN MINISTRIES

By: _____
SUE ELLEN JACKSON
Executive Director

711 West International Speedway Boulevard • Daytona Beach, Florida 32114

Angela's
Restaurant
Supplies

Phone

255-4591 • Fax

252-6265

PAUL

I TRIED TO GET NUMBERS DOWN BUT
NOTICED THAT I HAD LEFT OFF THE 2DOOR
REFRIGERATOR..

ALSO REFINED THE SHELVING AND
ADDED THE FREIGHT. DID GET FREE FREIGHT
ON HOBART-VOLRATH-ADVANCE TABCO. TRIED
TO GET UNDER 100,000.00 BUT NOT ABLE.

IF YOU HAVE ANY QUESTIONS CALL ME
ANYTIME.

THANK YOU
Phil

NEW • USED

BUY • SELL

Angela's
RESTAURANT SUPPLIES

711 W. Intl. Speedway Blvd.
Daytona Beach, FL 32114
(386) 255-4591
(386) 252-6265 Fax



No.: 172432 Page 1
Date: 10/16/17
P.O. No.: _____
Terms: _____ ☐ TAX EX. ☐ TAXAE

BILL TO	SHIP TO
<u>HALIFAX URBAN MINISTRIES</u>	
<u>16 HOPE PLACE</u>	<u>* THIS WAS MISSED ON</u>
	<u>OTHER INVOICE / QUOTE</u>

SHIP VIA						
QUANTITY ORDERED	DESCRIPTION		QTY. B.O.	LIST PRICE	SELL PRICE	AMOUNT
1 EA.	ITEM #2	MARS AIR CURTAIN			765 ⁰⁰	765 ⁰⁰
2 EA	ITEM #4	LOCKERS			715 ⁰⁰	1430 ⁰⁰
2 EA	ITEM #4	TOP KIT			250 ⁰⁰	500 ⁰⁰
1 EA	ITEM #5	TRANSPORT UTILITY CART			750 ⁰⁰	750 ⁰⁰
8 EA	ITEM #7	24X36 WIRE SHELVING			56 ⁵⁰	452 ⁰⁰
4 EA	ITEM #7	24X60 " "			71 ³⁰	285 ⁰⁰
12 EA	ITEM #7	FGP6-74 POLES			25 ⁵⁰	306 ⁰⁰
3 SETS	ITEM #7	EC-26 CASTORS			119 ²⁵	357 ⁷⁵
1 EA	ITEM #9	WALL MOUNT SHELVING			159 ¹⁵	159 ¹⁵
2 EA	ITEM #13	OVERSHELF WALL MOUNT			656 ⁰⁰	1312 ⁰⁰
2 EA	ITEM #14	HAND SINK - WALL MOUNT			302 ²⁵	604 ⁵⁰
1 EA	ITEM #15	S/S WORKTABLE			949 ³⁰	949 ³⁰
1 SET	ITEM #15	CASTORS			268 ⁵⁰	268 ⁵⁰
1 EA	ITEM #15	DRAWER ASSY.			291 ²⁰	291 ²⁰
1 EA	ITEM #16	ROBOT Coupe Processor			950 ⁰⁰	950 ⁰⁰
* 1 EA	ITEM #17	T49HC REFRIGERATOR			3150 ⁰⁰	3150 ⁰⁰
1 EA	ITEM #23	SLICER - HOBART			506 ⁵⁰	506 ⁵⁰
1 EA	ITEM #24	S/S WORKTABLE			995 ⁰⁰	995 ⁰⁰
1 SET	ITEM #24	CASTORS			268 ⁵⁰	268 ⁵⁰
1 EA	ITEM #24	DRAWER/ASSY			291 ²⁰	291 ²⁰
1 EA	ITEM #25	HOBART MIXER			2800 ⁰⁰	2800 ⁰⁰
1 EA	ITEM #26	S/S WORKTABLE			995 ⁰⁰	995 ⁰⁰
1 SET	ITEM #26	CASTORS			268 ⁵⁰	268 ⁵⁰
1 EA	ITEM #26	DRAWER/ASSY			291 ²⁰	291 ²⁰

PLEASE PAY FROM THIS INVOICE.
15% RESTOCKING FEE FOR RETURNS. NO RETURNS ON
SPECIAL ORDERS. \$25.00 SERVICE CHARGE FOR RETURNED CHECKS

"Check with us for all your lighting needs!"

SUBTOTAL

TAX

SHIPPING

TOTAL

Received By _____

NEW • USED

BUY • SELL

Angela's
RESTAURANT SUPPLIES

711 W. Intl. Speedway Blvd.
Daytona Beach, FL 32114
(386) 255-4591
(386) 252-6265 Fax



No.: 172432 Page 2
Date: 10/16/17
P.O. No.:
Terms: ☐ TAX EX. ☐ TAXAE

BILL TO	SHIP TO
HORR PLACE	* SUBSTITUTED MSD-ZGL CONV. OVEN

SHIP VIA

QUANTITY ORDERED	DESCRIPTION	QTY. B.O.	LIST PRICE	SELL PRICE	AMOUNT
1 EA	ITEM # 30 FLOOR TROUGH			1495 ⁰⁰	1495 ⁰⁰
4 FT	ITEM # 30 ANTI-SPLASH GUARD			54 ¹⁵ ET	216 ⁶⁰
1 EA	ITEM # 31 TILTING SKILLET			15075 ⁰⁰	15075 ⁰⁰
1 EA	ITEM # 31 FAUCET			540 ⁴⁹	540 ⁴⁹
1 EA	ITEM # 31 DORMONT HOSE-GAS			262 ⁸⁷	262 ⁸⁷
1 EA	ITEM # 32 FULL POT FRYER			12,185 ⁰⁰	12,185 ⁰⁰
1 EA	ITEM # 32 DORMONT HOSE-GAS			262 ⁸⁷	262 ⁸⁷
1 EA	ITEM # 34 60" RANGE 24" GRIDDLE			4450 ⁰⁰	4450 ⁰⁰
1 EA	ITEM # 34 T-STAT			750 ⁰⁰	750 ⁰⁰
1 SET	ITEM # 34 CASTORS			384 ⁰⁰	384 ⁰⁰
1 EA	ITEM # 34 DORMONT HOSE-GAS			262 ⁸⁷	262 ⁸⁷
1 EA	ITEM # 35 DBL STACK CONV. OVEN SPEC			5600 ⁰⁰	5600 ⁰⁰
1 EA	ITEM # 35 CASTORS			INCLUDED	
1 EA	ITEM # 35 DORMONT HOSE-GAS			262 ⁸⁷	262 ⁸⁷
1 EA	ITEM # 36 5X WORKTABLE			905 ⁰⁰	905 ⁰⁰
1 SET	ITEM # 36 CASTORS			268 ⁵⁰	268 ⁵⁰
1 EA	ITEM # 36 OVERSHELF			398 ⁰⁰	398 ⁰⁰
1 EA	ITEM # 36 DRAWER/ASSY			291 ²⁰	291 ²⁰
1 EA	ITEM # 37 HEATED HOLDING CAB			4250 ⁰⁰	4250 ⁰⁰
2 PCS.	ITEM # 37 OPTIONAL CHROME PLATED PAN SLIDES			89 ⁰⁰	178 ⁰⁰
1 EA	ITEM # 38 1 DOOR REFRIG.			2450 ⁰⁰	2450 ⁰⁰
1 EA	ITEM # 40 VOLRATH HOT FOOD COUNTER			6550 ⁰⁰	6550 ⁰⁰
1 EA	ITEM # 41 VOLRATH COLD " "			5550 ⁰⁰	5550 ⁰⁰
1 EA	ITEM # 42 VOLRATH SERVING COUNTER			3400 ⁰⁰	3400 ⁰⁰

PLEASE PAY FROM THIS INVOICE.
15% RESTOCKING FEE FOR RETURNS. NO RETURNS ON
SPECIAL ORDERS. \$25.00 SERVICE CHARGE FOR RETURNED CHECKS

"Check with us for all your lighting needs!"

SUBTOTAL

TAX

SHIPPING

TOTAL

Received By _____

Packet Pg. 89

NEW • USED

BUY • SELL

Angela's
RESTAURANT SUPPLIES

711 W. Intl. Speedway Blvd.
Daytona Beach, FL 32114
(386) 255-4591
(386) 252-6265 Fax



No.: 172432 Page 3

Date: 10/16/17

P.O. No.:

Terms: ☐ TAX EX. ☐ TAXABLE

BILL TO	SHIP TO
HOPE PLACE	

SHIP VIA						
QUANTITY ORDERED	DESCRIPTION			QTY. B.O.	LIST PRICE	SELL PRICE AMOUNT
2 EA	ITEM #48 MOBILE PULTE + DOH DISP					2250.00 4500.00
2 EA	ITEM #48 BUMPERS					937.50 187.50
1 EA	ITEM #51-52 KM 515 MAH					2500.00 2500.00
1 EA	ITEM #51-52 B900SF ICE BOX					1400.00 1400.00
1 SET	" MOUNTING BRKTS					192.00 192.00
1 SET	" MOUNTING BRKTS					183.00 183.00
1 EA	" FILTER - WATER					245.00 245.00
2 EA	ITEM #53 CAN BACK/CASTORS					870.00 1740.00
1 SET	ITEM #54 WIRE SHELVING UNITS					384.00 384.00
1 SET	" " " "					341.70 341.70
1 SET	" " " "					444.00 444.00
	* THE SHELVING SYSTEM ABOVE INCLUDES CASTORS & POLES					
1 EA	ITEM #56 DUNNAGE RACK					354.00 354.00
1 EA	ITEM #56 " "					316.00 316.00
1 SET	ITEM #62 WIRE SHELVING UNITS					315.00 315.00
3 SETS	ITEM #62 " " "					333.00 999.00
3 SETS	ITEM #62 " " "					369.00 1107.00
1 SET	ITEM #62 " " "					297.00 297.00
2 RA	ITEM #63 DUNNAGE RACK					354.00 708.00
2 EA	ITEM #63 " " "					316.00 632.00
1 EA	ITEM #71 ICE DISPENSER					2700.00 2700.00
1 EA	ITEM #71 KML 500 M/S ICE MACHINE					2650.00 2650.00
1 EA	ITEM #71 FILTER/WATER					245.00 245.00

PLEASE PAY FROM THIS INVOICE.
15% RESTOCKING FEE FOR RETURNS. NO RETURNS ON
SPECIAL ORDERS. \$25.00 SERVICE CHARGE FOR RETURNED CHECKS

"Check with us for all your lighting needs!"

SUBTOTAL 111,933.

TAX

* SHIPPING 1500.00

TOTAL 113,433.41

Received By _____

Specifications

3/24/201

Project
 Hope Place Residences
 1340 Wright Street
 Daytona Beach, Florida, 32117

From
 JAX Design Group, Inc.
 John Zerebny, FCSI
 3948 S. 3rd St. #305
 Jacksonville Beach, FL 32250
 904-543-7670
 john@jaxdesigngroup.com

Note to Equipment Supplier: Please refer to sheet ES-2 when supplying used/alternate equipment. Verify any used/alternate equipment matches stated power and plumbing loads.

ITEM 1 - EXISTING ITEM

Mopsink & service faucet

ITEM 2 - AIR CURTAIN (1 REQ'D)

Mars Air Systems Model STD248-1UA-PW

Standard Series 2 Air Curtain, for 48" wide door, Unheated, 115v/60/1-ph, Pearl White powder coated cabinet (Standard Production Color)

- 1 ea 5 year warranty, standard
- 1 ea Options WITHOUT control panel
- 1 ea Options WITHOUT time delay
- 1 ea Model 99-014 Steel Mechanical Universal Surface-mounted Plunger/Roller Switch

ITEM 3 - EXISTING ITEMS

Handsinks, 2 each

ITEM 4 - LOCKER (2 REQ'D)

Winholt Equipment Model WL-6

Locker, Double Tier, 3 columns, 2 lockers per column, 12" x 12" x 36" compartment, doors are mesh grid vented, beige

- 2 ea Model WLST-12 Slope top crown kit, 12"D, fits 3 columns wide, includes: 3 slope tops, 3-back supports, 2 end pieces, beige

Attachment: Exhibit B (2160 : Amendment to Subrecipient Agreement with Halifax Urban Ministries)

ITEM 5 - TRANSPORT UTILITY CART (1 REQ'D)**Lakeside Manufacturing Model 222**

Utility Cart, 3-shelf with 30"W x 20"D x 35-3/4"H, shelf size 27"W x 18"D, stainless steel tubular U-frame, 20 gauge stainless steel shelves with reinforced edges, 500 lb. capacity, 9-1/2" shelf clearance, push handle on each short side, 4" swivel casters, NSF (ships fully assembled)

1 ea Casters, 4" all swivel, standard

ITEM 6 - BY OTHERS

Fire extinguisher, supply new and recertify- By GC

ITEM 7 - WIRE SHELVING (8 REQ'D)**Advance Tabco Model EG-2436**

Wire Shelving, Special Value, 36"W x 24"D, heavy duty, green epoxy coated, NSF

- 4 ea Model EG-2460 Wire Shelving, Special Value, 60"W x 24"D, heavy duty, green epoxy coated, NSF
- 12 ea Model EGPC-74 Wire Shelving Post, Special Value, 74"H, numbered, heavy duty, green epoxy coated, for use with casters, NSF
- 3 st Model EC-26 Wire Shelving, Special Value Stem Casters, (4) 5" swivel poly, (2) with brakes, include donut bumpers (for wire shelving only)

ITEM 8 - EXISTING ITEM

2 compartment sink

ITEM 9 - SHELVING, WALL-MOUNTED (1 REQ'D)**Advance Tabco Model WS-12-36**

Shelf, wall-mounted, 36"W x 12"D, 1-5/8" bullnose front edge, 1-1/2" rear upturn, 18/430 satin finish stainless steel, NSF

ITEM 10 - SPARE NO.

ITEM 11 - SPARE NO.**ITEM 12 - EXISTING ITEM**

3 compartment sink

ITEM 13 - OVERSHELF (2 REQ'D)**Advance Tabco Model PS-15-60**

Shelf with Pot Rack, wall-mounted, 60"W x 15"D, 18/430 stainless steel shelf, 2" x 1/4" stainless steel pot rack, includes: (9) plated double pot hooks

ITEM 14 - HAND SINK (2 REQ'D)**Advance Tabco Model 7-PS-60**

Hand Sink, wall model, 14" wide x 10" front-to-back x 5" deep bowl, 20 gauge 304 series stainless steel, with splash mounted faucet, basket drain, wall bracket, NSF, cCSAus

ITEM 15 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**Advance Tabco Model KMS-306**

Work Table, 72"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 16 - FOOD PROCESSOR (1 REQ'D)**Robot Coupe Model R2N**

Commercial Food Processor, 3 qt. gray polycarbonate bowl with handle, kidney-shaped opening, vegetable prep attachment with external ejection, includes: (1) "S" blade (27055), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), continuous feed, bowl attachment designed for vertical cutting & mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 7 amps, 1 HP, cETLus, ETL-Sanitation

- 1 ea 1 year parts & labor warranty
- 1 ea 3 year motor warranty

ITEM 17 - REACH-IN REFRIGERATOR (1 REQ'D)**True Food Service Equipment Model T-49-HC**

Refrigerator, Reach-in, two-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (6) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1, 5.4 amps, NEMA 5-15P, MADE IN USA, cULus, UL EPH Classified, CE

- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truefmfg.com for specifics
- 1 ea 4" Swivel castors, standard (adds 5" to OA height)
- 1 ea Warranty - 3 year parts and labor, please visit www.Truefmfg.com for specifics
- 1 ea Left door hinged left, right door hinged right standard

ITEM 18 - BY OTHERS

Ice tea dispensers- By Vendor

ITEM 19 - BY OTHERS

Ice tea brewer- By Vendor

ITEM 20 - SPARE NO.**ITEM 21 - BY OTHERS**

Coffee brewer- By Vendor

ITEM 22 - BY OTHERS

Coffee dispensers- By Vendor

ITEM 23 - MEAT SLICER (1 REQ'D)**Hobart Model HS6-1**

Heavy Duty Meat Slicer, manual, 13" CleanCut™ removable knife with removal tool, burnished finish, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 1/2 hp motor, 5.4amps, 120v/60hz/1-ph, NSF cETLus

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

ITEM 24 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 25 - PLANETARY MIXER (1 REQ'D)**Hobart Model N50-60**

100-120/60/1 Mixer with bowl, aluminum beater, whip, & dough arm, US/EXP configuration Mixer, Planetary, Bench, 5-qt., (3) fixed speeds, gear-driven transmission, #10 taper attachment hub, manual bowl lift, Hobart Gray enamel housing, stainless steel bowl, alum "B" beater, stainless steel "D" wire whip, alum dough hook, 1/6 hp, cord with plug

- 1 ea Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA

ITEM 26 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 27A - EXISTING ITEM

Fire suppression system

ITEM 27B - BY OTHERS

Revise existing system. Provide new drops, rework to meet existing codes and recertify- By GC/Fire suppression system contractor

ITEM 28A - EXISTING ITEM

Exhaust system.

ITEM 28B - BY OTHERS

Renovate existing exhaust system as required for proper operation, provide test and balance. - By GC/Mechanical Contractor

ITEM 29 - SPARE NO.**ITEM 30 - FLOOR TROUGH (1 REQ'D)****Advance Tabco Model FFTG-1824**

Floor Trough, 24"W x 18"D x 4" deep, with fiberglass grating, stainless steel removable strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste

4 ft Model FT-1 Anti-Splash Guard, factory installed (per linear foot)

ITEM 31 - TILTING SKILLET BRAISING PAN, GAS (1 REQ'D)**Cleveland Range Model SGL30T1**

PowerPan™ Tilting Skillet, gas, 30-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, food strainer, stainless steel construction with open leg frame, CE, NSF, 125,000 BTU

- 1 ea 1-year limited warranty, standard
- 1 ea Gas type to be specified
- 1 ea 120v/60/1-ph, 1.4 amp, standard
- 1 ea Model DPK13 Double Pantry Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width).
- 1 st Model CS-T1 Casters Set, 2 locking, 2 swivel
- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 32 - FULL POT FRYER (1 REQ'D)**Frymaster Model FMJ250**

Performance Fryer Battery, gas, (2) 50 lb. oil capacity each, built-in filtration, open frypot design, millivolt controller, centerline fast-action temperature probe, EZSpark ignitor, thermostat knob behind front panel, over-the-flue basket hangers, includes: (2) twin baskets, stainless steel frypot, door & cabinet, 244,000 BTU, NSF, CSA, CSA Star, cCSAus

- 1 ea NOTE: Gas fryers CANNOT be curb mounted

- 1 ea Gas type to be specified
- 1 ea Millivolt Controller, standard
- 1 ea Electrical specs must be specified
- 1 ea 6" casters (set of 4), standard
- 1 ea Model 803-0002 Filter Powder, box of 80, 1 ounce packs
- 1 ea Model 803-0170 Filter Paper, 19-1/2" x 27-1/2", box of 100 sheets, for Footprint Filter systems.
- 1 ea Start-Up Program, included at Customer's request on all fryers with built-in filter
- 1 ea Start-Up Program includes gas pressure check, boil out of all frypots, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels, controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)
- 1 ea Dormont Model 16100KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 Snap Fast™ QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 33- STEAMER, CONVECTION, ELECTRIC, BOILERLESS, FLOOR MODEL (1 REQ'D)

Cleveland Range Model (2) 22CET33.1

SteamChef™ 3 Convection Steamers, electric, boilerless, double stacked, on UNISTAND25 equipment stand includes CHEFSTACKIT, (3) full size pan capacity per compartment, SureCook controls, 60-minute electro-mechanical timer & manual (continuous steaming), by-pass switch, left-hand hinged door, controls on right, automatic drain & water level controls, KleanShield™ interior, std treated & tap water connection, mounting spacer, 4" adjustable legs

- 1 ea 1-year limited warranty, standard
- 1 ea (VOS1) (2) 208-240v/60/3-ph, 10.7-14.3 kW, 29.8-34.4 amps, 3-wire, standard
- 1 ea Model CWT-06 Claris Water Treatment System, includes (1) pre-filter, (1) Claris X-large steam system, (1) Claris flow meter and (1) water test kit (see water quality requirements in price list)
- 1 ea Model CWT-XLC Claris X-Large Filter Cartridge
- 4 ea Model EC-110 Claris EC-110 cartridge, pre-filter replacement cartridge, for model CWT-06

ITEM 34- RANGE, 60", 6 OPEN BURNERS, 24" GRIDDLE (1 REQ'D)

American Range Model AR24G-6B

Heavy Duty Restaurant Range, gas, 60", (1) 24" griddle with 5/8" thick grill plate, manual controls, (6) 32,000 BTU open burners, (2) 26-1/2" ovens with one rack each, stainless steel front, sides & high shelf, 6" chrome plated legs, 88.0 kW, 302,000 BTU, ETL-Sanitization, NSF

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Natural Gas
- 1 ea Thermostat for 24" griddle
- 1 ea (2) 26-1/2" standard ovens, standard
- 1 st Model A35102 Casters, set of 4 (2 locking)
- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 35- CONVECTION OVEN, GAS (1 REQ'D)

American Range Model M-2

Convection Oven, gas, double-deck, bakery depth, manual controls, temperature range 150° F - 500° F, one hour timer, 2-speed fans, porcelain liners, 50/50 solid doors, stainless steel front, sides, top and stacking kit with casters (2 locking), 52.0 kW, 160,000 BTU, ETL, CE

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Specify Gas Type
- 1 ea Model A23059 One Point Gas Connection, for double stacked ovens
- 1 ea 120v/60/1-ph, standard

- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 ShapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 36 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)

Advance Tabco Model KMS-305

Work Table, 60"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model OTS-12-60 Overshelf, table mounted, single, 60"W x 12"D, 18 gauge 430 series stainless steel (non-adjustable, old style)
- 1 ea Back of table shelf location
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 37 - HEATED HOLDING CABINET (1 REQ'D)

Alto-Shaam Model 1200-UP

Halo Heat® Holding Cabinet, double compartment, on/off simple controller with adjustable thermostats, indicator light, (2) sets of chrome plated universal side rails, (4) sets of pan slides, (16) 20" x 12" x 2-1/2" full size pan capacity, heavy stainless steel exterior, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IP X4, TUV NORD, EAC

- 1 ea 120v/60/1-ph, 16.0 amps, 1.9kW, 9' cord, NEMA 5-20P
- 1 ea Solid door, hinged on right, standard
- 8 ea Model SR-24447 Universal Pan Slide, chrome plated (2 pieces required)

ITEM 38 - REACH-IN REFRIGERATOR (1 REQ'D)

True Food Service Equipment Model T-23-HC

Refrigerator, Reach-in, one-section, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, (3) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1, 2.8 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA

- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truemfg.com for specifics
- 1 ea 4" Swivel castors, standard (adds 5" to OA height)
- 1 ea Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics
- 1 ea Door hinged right standard
- 1 ea Model 974362 Standard Gray wire shelf, for T-23/T-23F and T-23RT/T-49DT

ITEM 39 - SPARE NO.

ITEM 40 - SERVING COUNTER, HOT FOOD, ELECTRIC (1 REQ'D)**Vollrath Model 37040**

Signature Server® Stainless Steel Countertop with Hot Food Station, 60"W x 28"D x 34"H, modular, (4) 11-7/8" x 19-7/8" x 6-3/8" deep hot food wells, individual Touch-Temp® programmable control for each well, manifold drains included, 18 Ga/300 series stainless steel top & hot wells, 18/400 series stainless steel enclosed base clad with black laminate, stainless steel unibody construction, 4" heavy duty swivel casters with brakes, 8' cord & plug, 2500 watts, cULus, NSF-4

- 1 ea 208v/60/1-ph
- 1 ea Model 36694 All Stainless finish for Signature Server® with stainless steel countertops, 60"W models
- 1 ea Model 37312 Single Deck Classic Cafeteria Breath Guard for 60" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model 36402 Cayenne® Heat strip, 60" for Signature Server® with stainless steel countertops (allow (18) day lead time)
- 1 ea Model 37513-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 60"W x 7"D

ITEM 41 - SERVING COUNTER, COLD PAN (1 REQ'D)**Vollrath Model 37045**

Signature Server® Stainless Steel Countertop with Cold Food Station, self contained refrigeration, 46"W x 28"D x 34"H, modular, enclosed base, with stainless 19-7/8" x 37-1/2" x 8" deep top well, 3-pan size, 1/4 hp compressor, 3.8 amps, NEMA 5-15P, cULus

- 1 ea 120v/60/1-ph
- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea 120v/60/1-ph
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 37512-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 46" 7" Overall Width

ITEM 42 - SERVING COUNTER, UTILITY (1 REQ'D)**Vollrath Model 37021**

Signature Server® Utility Station with Stainless Steel Countertop, 46"W x 28"D x 34"H, modular, 16/300 series stainless steel top, 18/400 series stainless steel enclosed base clad with black laminate, reinforced stainless steel unibody construction, 4" heavy duty swivel casters with brakes, cULus, NSF

- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 3751250-2-O Operator Side- Plate Rest, with lift-off bracket, ADA Signature Server® with Stainless Steel Countertops, 46" 7" Overall Width

ITEM 43 - DISHTABLE, SOILED (1 REQ'D)**STAINLESS STEEL CUSTOM FABRICATORS**

S/S custom fabricated soiled dishtable. Field dimension to ensure fit. 11" high backsplash, cut down to clear pass-thru dish return and roll-down door, items 66 & 67. Provide pre-rinse sink with slide bar and perforated scrap basket. Ensure fit with dishwasher, item 44. Provide 60" tubular undershelf for rack storage. 14 gauge type 304, provide s/s legs and underbracing, all welded construction. Z clip to wall, marine caulk all s/s surfaces where adjoining building walls.

- 1 ea T&S Brass Model B-2187 Pre-Rinse Unit, wall mount mixing faucet, Eterna cartridges with spring checks, spray valve & add-on faucet, B-044-R rubber hose, B-0107, 6" wall bracket with 063X swing nozzle

ITEM 44 - DISHWASHER, CONVEYOR TYPE (1 REQ'D)**Hobart Model CL44EN-BAS+BUILDUP**

Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, ENERGY STAR®

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA
 - 1 ea Model CL44EN-BASELE0AX 208v/60/3-ph, electric heat only
 - 1 ea Model CL44EN-BASHT15K Electric tank heat 15kW
 - 1 ea Model CL44EN-BASERH0NO Without internal booster
 - 1 ea Model CL44EN-BASDIR0RL Right to left operation
 - 1 ea Model CL44EN-BASHGTHTS Higher than standard
 - 1 ea Model CL44EN-BASFETSTD Standard feet
 - 1 ea Model SHTPAN-RACK Rack, 6 sheet pan
 - 1 ea Model PRESREG-1/20BR 1/2" brass pressure regulator (is standard with built-in booster heater models)
 - 1 ea Model 1/2INSHK-ABSRBR Water Shock Absorber Kit (Unit w/o booster also needs PRESREG-1/20BR)
 - 1 ea Model SPE Single point electrical connection for motors and tank heat
- Note: Suggest adding water softener for proper machine operation

ITEM 45A - EXISTING ITEM

Condensate exhaust system

ITEM 45B - BY OTHERS

Verify condensate exhaust system operation- repair as required- By GC/Mechanical Contractor

ITEM 46 - CLEAN DISHTABLE (1 REQ'D)**Advance Tabco Model DTC-S30-72L**

Dishtable, clean, straight design, right-to-left operation, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs & crossrails, 71"W x 30"D x 34"H, 14/304 stainless steel

- 1 ea SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here
- 1 ea Model K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables
- 1 ea Specify length-Field verify length, likely 66"
- 1 ea Model K-454 End splash; integral (welded); for NSF sinks & dish tables, height matches backsplash height
- 1 ea Model DTA-75 Provision for limit switch (limit switch by others)
- 6 ft Model DTA-67 Provide stainless steel rear cross bracing (factory installation only) (per linear foot)

ITEM 47 - BOOSTER HEATER, ELECTRIC (1 REQ'D)**Hatco Model C-45.**

Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 45-KW, stainless steel front, Castone tank, NSF, cUL, UL

- 1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details
- 1 ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0607
- 1 ea One year parts and labor warranty, ten year warranty on Castone tank, standard
- 1 ea 208v/60/3-ph, 125.0 amps
- 1 ea Model QSBPRV Back pressure relief valve
- 1 ea Model QSSHOCK Shock Absorber (reduce water hammer)

ITEM 48 - MOBILE PLATE AND DISH DISPENSER (2 REQ'D)**Lakeside Manufacturing Model 774**

Adjust-a-Fit® Dish Dispenser, non-heated, open tubular frame, mobile, (2) self-leveling dish dispensing tubes, Easy-Glide™ design, maximum dish size 12" diameter, stainless steel construction, 4" swivel casters (2) with brakes, NSF, UL

- 2 ea Round corner bumpers

ITEM 49 - BY OTHERS

Hose bib with hot & cold water hose- By GC

ITEM 50 - SPARE NO.**ITEM 51,52 - ICE CUBER (1 REQ'D)****Hoshizaki Model KM-515MAH**

Ice Maker, Cube-Style, air-cooled, self-contained condenser, AHRI certified to 527-lb/24-hours production, stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 11.7 amps, NSF, UL, ENERGY STAR®

- 1 ea Warranty: 3-Year parts & labor on entire machine
- 1 ea Warranty: 5-Year parts & labor on evaporator
- 1 ea Warranty: 5-Year parts on compressor & air-cooled condenser
- 1 ea Model B-900SF Ice Bin, top-hinged front-opening door, AHRI certified 900-lb ice storage capacity, for top-mounted ice makers, stainless steel exterior, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL-Sanitation
- 1 ea Model HS-2035/HS-2033 Top Kit, (HS-2035, 22") & (HS-2033, 8"), ABS, for single or stacked machines
- 1 ea Warranty: 3-Year parts & labor for bin
- 1 ea Model H9320-S1 Water Filtration System, single configuration
- 1 pk Model H9655-06 Replacement Water Filter Cartridge (6 pack)

ITEM 53 - CAN RACK (2 REQ'D)**New Age Model 1250CK**

Can Storage Rack, mobile design with casters, sloped glides for automatic can retrieval, aluminum construction, holds 162-#10 or 216-#5 cans, (4) 6" plate casters, (2) swivel with brakes, (2) rigid, NSF

2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

ITEM 54 - WIRE SHELVING UNIT (3 REQ'D)**Advance Tabco Model EGG-2448**

Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

1 ea Model EGG-2460 Shelving Unit, Wire, Special Value, 60"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

ITEM 55 - EXISTING ITEM

Track shelving

ITEM 56 - DUNNAGE RACK (1 REQ'D)**New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

1 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

2 ea Model 2008 Dunnage Rack, 36"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

ITEM 57 - WALK IN COMBINATION COOLER FREEZER (1 REQ'D)**Custom**

By equipment supplier. Provide galvanized floor for thickset grout & quarry tile overlay. See detail FS-3. 120/60/1, 5A

Tile supply and installation by GC.

ITEM 58 - REFRIGERATION COIL (1 REQ'D)**Custom**

Cooler evaporator coil- By equipment supplier. 120/60/1, 5A estimated, verify with shop drawing.

ITEM 59 - REMOTE CONDENSER UNIT (1 REQ'D)**Custom**

Cooler remote c/u- By equipment supplier. 208/60/3, 9.5A estimated, verify with shop drawing

ITEM 60 - REFRIGERATION COIL (1 REQ'D)**Custom**

Freezer evaporator coil- By equipment supplier. 208/60/1, 10.9A estimated, verify with shop drawing

ITEM 61 - REMOTE CONDENSER UNIT (1 REQ'D)**Custom**

Freezer remote c/u- By equipment supplier. 208/60/3, 11.5A estimated, verify with shop drawing

ITEM 62 - WIRE SHELVING UNIT (1 REQ'D)**Advance Tabco Model EGG-2442**

Shelving Unit, Wire, Special Value, 42"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

- 3 ea Model EGG-2448 Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 3 ea Model EGG-2454 Shelving Unit, Wire, Special Value, 54"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

ITEM 63 - DUNNAGE RACK (2 REQ'D)**New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

- 2 ea Lifetime warranty against rust & corrosion; 5-year construction warranty; standard
- 2 ea Model 2008 Dunnage Rack; 36"W x 24"D x 12"H; all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF
- 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

ITEM 64 - SPARE NO.

ITEM 65 - SPARE NO.

ITEM 66 - EXISTING ITEM

Roll-down door

ITEM 67 - EXISTING ITEM

S/S dish return

ITEM 68 - BY OTHERS

Roll-down door- By GC

ITEM 69 - SHELF, PASS-THRU (1 REQ'D)

STAINLESS STEEL CUSTOM FABRICATORS

S/S pass-thru shelf. Field dimension fit, coordinate size and installation with GC

ITEM 70 - EXISTING ITEM

Water fountain

ITEM 71 - ICE DISPENSER (1 REQ'D)

Hoshizaki Model DM-200B

Ice & Water Dispenser, counter model, 140-lb. ice capacity, accommodates KM-340, KM-515, KM-600, KM-650 or KML Series ice machines or manual fill, dispenses 7-1/2 lb. ice/minute, auger agitator dispenses individual cubes, stainless steel exterior, 115-120v/60/1-ph, 1.4 amps, NSF, UL

1 ea Warranty: 2-Year parts & labor on dispenser

ITEM 72 - BY OTHERS

Millwork beverage counter- By GC.

ITEM 73 - GARBAGE CAN (2 REQ'D)

Continental Commercial Products Model 5750BK

King Kan® Receptacle, general purpose waste, with 9" x 16" top hinged doors, 50-gallon capacity, 40-1/2" x 23-3/4" x 23-3/4", made of engineered resins, black

ITEM 74 - BY OTHERS

Millwork condiment counter

ITEM 75-80 - SPARE NO.

ITEM 17 - REACH-IN REFRIGERATOR (1 REQ'D)**True Food Service Equipment Model T-49-HC**

Refrigerator, Reach-in, two-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (6) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1, 5.4 amps, NEMA 5-15P, MADE IN USA, cULus, UL EPH Classified, CE

- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truefmfg.com for specifics
- 1 ea 4" Swivel castors, standard (adds 5" to OA height)
- 1 ea Warranty - 3 year parts and labor, please visit www.Truefmfg.com for specifics
- 1 ea Left door hinged left, right door hinged right standard

ITEM 18 - BY OTHERS

Ice tea dispensers- By Vendor

ITEM 19 - BY OTHERS

Ice tea brewer- By Vendor

ITEM 20 - SPARE NO.**ITEM 21 - BY OTHERS**

Coffee brewer- By Vendor

ITEM 23 - MEAT SLICER (1 REQ'D)**Hobart Model HS6-1**

Heavy Duty Meat Slicer, manual, 13" CleanCut™ removable knife with removal tool, burnished finish, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 1/2 hp motor, 5.4amps, 120v/60hz/1-ph, NSF cETLus

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

ITEM 24 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 25 - PLANETARY MIXER (1 REQ'D)**Hobart Model N50-60**

100-120/60/1 Mixer with bowl, aluminum beater, whip, & dough arm; US/EXP configuration
Mixer, Planetary, Bench, 5-qt., (3) fixed speeds, gear-driven transmission, #10 taper attachment hub, manual bowl lift, Hobart Gray enamel housing, stainless steel bowl, alum "B" beater, stainless steel "D" wire whip, alum dough hook, 1/6 hp, cord with plug

- 1 ea Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA

ITEM 26 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 27A - EXISTING ITEM

Fire suppression system

ITEM 27B - BY OTHERS

Revise existing system. Provide new drops, rework to meet existing codes and recertify- By GC/Fire suppression system contractor

ITEM 28A - EXISTING ITEM

Exhaust system.

ITEM 28B - BY OTHERS

Renovate existing exhaust system as required for proper operation, provide test and balance. - By GC/Mechanical Contractor

ITEM 29 - SPARE NO.**ITEM 30 - FLOOR TROUGH (1 REQ'D)****Advance Tabco Model FFTG-1824**

Floor Trough, 24"W x 18"D x 4" deep, with fiberglass grating, stainless steel removable strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste

4 ft Model FT-1 Anti-Splash Guard, factory installed (per linear foot)

ITEM 31 - TILTING SKILLET BRAISING PAN, GAS (1 REQ'D)**Cleveland Range Model SGL30T1**

PowerPan™ Tilting Skillet, gas, 30-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, food strainer, stainless steel construction with open leg frame, CE, NSF, 125,000 BTU

- 1 ea 1-year limited warranty, standard
- 1 ea Gas type to be specified
- 1 ea 120v/60/1-ph, 1.4 amp, standard
- 1 ea Model DPK13 Double Pantry Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width)
- 1 st Model CS-T1 Casters Set, 2 locking, 2 swivel
- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 32 - FULL POT FRYER (1 REQ'D)**Frymaster Model FMJ250**

Performance Fryer Battery, gas, (2) 50 lb. oil capacity each, built-in filtration, open frypot design, millivolt controller, centerline fast-action temperature probe, EZSpark ignitor, thermostat knob behind front panel, over-the-flue basket hangers, includes: (2) twin baskets, stainless steel frypot, door & cabinet, 244,000 BTU, NSF, CSA, CSA Star, cCSAus

- 1 ea NOTE: Gas fryers CANNOT be curb mounted

- 1 ea Gas type to be specified
- 1 ea Millivolt Controller, standard
- 1 ea Electrical specs must be specified
- 1 ea 6" casters (set of 4), standard
- 1 ea Model 803-0002 Filter Powder, box of 80, 1 ounce packs
- 1 ea Model 803-0170 Filter Paper, 19-1/2" x 27-1/2", box of 100 sheets, for Footprint Filter systems
- 1 ea Start-Up Program, included at Customer's request on all fryers with built-in filter
- 1 ea Start-Up Program includes gas pressure check, boil out of all frypots, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels, controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)
- 1 ea Dormont Model 16100KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 Snap Fast™ QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 33- STEAMER, CONVECTION, ELECTRIC, BOILERLESS, FLOOR MODEL (1 REQ'D)

Cleveland Range Model (2) 22CET33.1

SteamChef™ 3 Convection Steamers, electric, boilerless, double stacked, on UNISTAND25 equipment stand includes CHEFSTACKIT, (3) full size pan capacity per compartment, SureCook controls, 60-minute electro-mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, automatic drain & water level controls, KleanShield™ interior, std treated & tap water connection, mounting spacer, 4" adjustable legs

- 1 ea 1-year limited warranty, standard
- 1 ea (VOS1) (2) 208-240v/60/3-ph, 10.7-14.3 kW, 29.8-34.4 amps, 3-wire, standard
- 1 ea Model CWT-06 Claris Water Treatment System, includes (1) pre-filter, (1) Claris X-large steam system, (1) Claris flow meter and (1) water test kit (see water quality requirements in price list)
- 1 ea Model CWT-XLC Claris X-Large Filter Cartridge
- 4 ea Model EC-110 Claris EC-110 cartridge, pre-filter replacement cartridge, for model CWT-06

ITEM 34- RANGE, 60"; 6 OPEN BURNERS; 24" GRIDDLE (1 REQ'D)

American Range Model AR24G-6B

Heavy Duty Restaurant Range, gas, 60", (1) 24" griddle with 5/8" thick grill plate, manual controls, (6) 32,000 BTU open burners, (2) 26-1/2" ovens with one rack each, stainless steel front, sides & high shelf, 6" chrome plated legs, 88.0 kW, 302,000 BTU, ETL Sanitation, NSF

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Natural Gas
- 1 ea Thermostat for 24" griddle
- 1 ea (2) 26-1/2" standard ovens, standard
- 1 st Model A35102 Casters, set of 4 (2 locking)
- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 35- CONVECTION OVEN, GAS (1 REQ'D)

American Range Model M-2

Convection Oven, gas, double-deck, bakery depth, manual controls, temperature range 150° F - 500° F, one hour timer, 2-speed fans, porcelain liners, 50/50 solid doors, stainless steel front, sides, top and stacking kit with casters (2 locking), 52.0 kW, 160,000 BTU, ETL, CE

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Specify Gas Type
- 1 ea Model A23059 One Point Gas Connection, for double stacked ovens
- 1 ea 120v/60/1-ph, standard

- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

ITEM 36 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)

Advance Tabco Model KMS-305

Work Table, 60"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model OTS-12-60 Overshelf, table mounted, single, 60"W x 12"D, 18 gauge 430 series stainless steel (non-adjustable, old style)
- 1 ea Back of table shelf location
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 37 - HEATED HOLDING CABINET (1 REQ'D)

Alto-Shaam Model 1200-UP

Halo Heat® Holding Cabinet, double compartment, on/off simple controller with adjustable thermostats, indicator light, (2) sets of chrome plated universal side rails, (4) sets of pan slides, (16) 20" x 12" x 2-1/2" full size pan capacity, heavy stainless steel exterior, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IP X4, TUV NORD, EAC

- 1 ea 120v/60/1-ph, 16.0 amps, 1.9kW, 9' cord, NEMA 5-20P
- 1 ea Solid door, hinged on right, standard
- 8 ea Model SR-24447 Universal Pan Slide, chrome plated (2 pieces required)

ITEM 38 - REACH-IN REFRIGERATOR (1 REQ'D)

True Food Service Equipment Model T-23-HC

Refrigerator, Reach-in, one-section, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, (3) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1, 2.8 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA

- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit www.Truefmfg.com for specifics
- 1 ea 4" Swivel castors, standard (adds 5" to OA height)
- 1 ea Warranty - 3 year parts and labor, please visit www.Truefmfg.com for specifics
- 1 ea Door hinged right standard
- 1 ea Model 974362 Standard Gray wire shelf, for T-23/T-23F and T-23RT/T-49DT

ITEM 39 - SPARE NO.

ITEM 40 - SERVING COUNTER, HOT FOOD, ELECTRIC (1 REQ'D)**Vollrath Model 37040**

Signature Server® Stainless Steel Countertop with Hot Food Station, 60"W x 28"D x 34"H, modular, (4) 11-7/8" x 19-7/8" x 6-3/8" deep hot food wells, individual Touch-Temp® programmable control for each well, manifold drains included, 18 Ga/300 series stainless steel top & hot wells, 18/400 series stainless steel enclosed base clad with black laminate, stainless steel unibody construction, 4" heavy duty swivel casters with brakes, 8' cord & plug, 2500 watts, cULus, NSF 4

- 1 ea 208v/60/1-ph
- 1 ea Model 36694 All Stainless finish for Signature Server® with stainless steel countertops, 60"W models
- 1 ea Model 37312 Single Deck Classic Cafeteria Breath Guard for 60" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model 36402 Cayenne® Heat strip, 60" for Signature Server® with stainless steel countertops (allow (18) day lead time)
- 1 ea Model 37513-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 60"W x 7"D

ITEM 41 - SERVING COUNTER, COLD PAN (1 REQ'D)**Vollrath Model 37045**

Signature Server® Stainless Steel Countertop with Cold Food Station, self contained refrigeration, 46"W x 28"D x 34"H, modular, enclosed base, with stainless 19-7/8" x 37-1/2" x 8" deep top well, 3-pan size, 1/4 hp compressor, 3.8 amps, NEMA 5-15P, cULus

- 1 ea 120v/60/1-ph
- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea 120v/60/1-ph
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 37512-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 46" 7" Overall Width

ITEM 42 - SERVING COUNTER, UTILITY (1 REQ'D)**Vollrath Model 37021**

Signature Server® Utility Station with Stainless Steel Countertop, 46"W x 28"D x 34"H, modular, 16/300 series stainless steel top, 18/400 series stainless steel enclosed base clad with black laminate, reinforced stainless steel unibody construction, 4" heavy duty swivel casters with brakes, cULus, NSF

- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 3751250-2-O Operator Side- Plate Rest, with lift-off bracket, ADA Signature Server® with Stainless Steel Countertops, 46" 7" Overall Width

ITEM 43 - DISHTABLE, SOILED (1 REQ'D)**STAINLESS STEEL CUSTOM FABRICATORS**

S/S custom fabricated soiled dishtable. Field dimension to ensure fit. 11" high backsplash, cut down to clear pass-thru dish return and roll-down door, items 66 & 67. Provide pre-rinse sink with slide bar and perforated scrap basket. Ensure fit with dishwasher, item 44. Provide 60" tubular undershelf for rack storage. 14 gauge type 304, provide s/s legs and underbracing, all welded construction. Z clip to wall, marine caulk all s/s surfaces where adjoining building walls.

- 1 ea T&S Brass Model B-2187 Pre-Rinse Unit, wall mount mixing faucet, Eterna cartridges with spring checks, spray valve & add-on faucet, B-044-R rubber hose, B-0107, 6" wall bracket with 063X swing nozzle

ITEM 44 - DISHWASHER; CONVEYOR TYPE (1 REQ'D)**Hobart Model CL44EN-BAS+BUILDUP**

Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, ENERGY STAR®

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA
 - 1 ea Model CL44EN-BASELE0AX 208v/60/3-ph, electric heat only
 - 1 ea Model CL44EN-BASHT15K Electric tank heat 15kW
 - 1 ea Model CL44EN-BASERH0NO Without internal booster
 - 1 ea Model CL44EN-BASDIR0RL Right to left operation
 - 1 ea Model CL44EN-BASHGTHTS Higher than standard
 - 1 ea Model CL44EN-BASFETSTD Standard feet
 - 1 ea Model SHTPAN-RACK Rack, 6 sheet pan
 - 1 ea Model PRESREG-1/20BR 1/2" brass pressure regulator (is standard with built-in booster heater models)
 - 1 ea Model 1/2INSHK-ABSRBR Water Shock Absorber Kit (Unit w/o booster also needs PRESREG-1/20BR)
 - 1 ea Model SPE Single point electrical connection for motors and tank heat
- Note: Suggest adding water softener for proper machine operation

ITEM 45A - EXISTING ITEM

Condensate exhaust system

ITEM 45B - BY OTHERS

Verify condensate exhaust system operation- repair as required- By GC/Mechanical Contractor

ITEM 46 - CLEAN DISHTABLE (1 REQ'D)**Advance Tabco Model DTC-S30-72L**

Dishtable, clean, straight design, right-to-left operation, 10-1/2"H backsplash, 3" rolled front & side-rims, stainless steel legs & crossrails, 71"W x 30"D x 34"H, 14/304 stainless steel

- 1 ea SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here
- 1 ea Model K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables
- 1 ea Specify length-Field verify length, likely 66"
- 1 ea Model K-454 End splash, integral (welded); for NSF sinks & dish tables, height matches backsplash height
- 1 ea Model DTA-75 Provision for limit switch (limit switch by others)
- 6 ft Model DTA-67 Provide stainless steel rear cross bracing (factory installation only) (per linear foot)

ITEM 47 - BOOSTER HEATER, ELECTRIC (1 REQ'D)**Hatco Model C-45**

Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 45-KW, stainless steel front, Castone tank, NSF, cUL, UL

- 1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details
- 1 ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0607
- 1 ea One year parts and labor warranty, ten year warranty on Castone tank, standard
- 1 ea 208v/60/3-ph, 125.0 amps
- 1 ea Model QSBPRV Back pressure relief valve
- 1 ea Model QSSHOCK Shock Absorber (reduce water hammer)

ITEM 48 - MOBILE PLATE AND DISH DISPENSER (2 REQ'D)**Lakeside Manufacturing Model 774**

Adjust-a-Fit® Dish Dispenser, non-heated, open tubular frame, mobile, (2) self-leveling dish dispensing tubes, Easy-Glide™ design, maximum dish size 12" diameter, stainless steel construction, 4" swivel casters (2) with brakes, NSF, UL

- 2 ea Round corner bumpers

ITEM 49 - BY OTHERS

Hose bib with hot & cold water hose- By GC

ITEM 50 - SPARE NO.**ITEM 51,52 - ICE CUBER (1 REQ'D)****Hoshizaki Model KM-515MAH**

Ice Maker, Cube-Style, air-cooled, self-contained condenser, AHRI certified to 527-lb/24-hours production, stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 11.7 amps, NSF, UL, ENERGY STAR®

- 1 ea Warranty: 3-Year parts & labor on entire machine
- 1 ea Warranty: 5-Year parts & labor on evaporator
- 1 ea Warranty: 5-Year parts on compressor & air-cooled condenser
- 1 ea Model B-900SF Ice Bin, top-hinged front-opening door, AHRI certified 900-lb ice storage capacity, for top-mounted ice makers, stainless steel exterior, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL-Sanitation
- 1 ea Model HS-2035/HS-2033 Top Kit, (HS-2035, 22") & (HS-2033, 8"), ABS, for single or stacked machines
- 1 ea Warranty: 3-Year parts & labor for bin
- 1 ea Model H9320-51 Water Filtration System, single configuration
- 1 pk Model H9655-06 Replacement Water Filter Cartridge (6 pack)

ITEM 53 - CAN RACK (2 REQ'D)**New Age Model 1250CK**

Can Storage Rack, mobile design with casters, sloped glides for automatic can retrieval, aluminum construction, holds 162-#10 or 216-#5 cans, (4) 6" plate casters, (2) swivel with brakes, (2) rigid, NSF
 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

ITEM 54 - WIRE SHELVING UNIT (3 REQ'D)**Advance Tabco Model EGG-2448**

Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

- 1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 1 ea Model EGG-2460 Shelving Unit, Wire, Special Value, 60"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

ITEM 55 - EXISTING ITEM

Track shelving

ITEM 56 - DUNNAGE RACK (1 REQ'D)**New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

- 1 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard
- 2 ea Model 2008 Dunnage Rack, 36"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF
- 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

ITEM 57 - WALK IN COMBINATION COOLER FREEZER (1 REQ'D)**Custom**

By equipment supplier. Provide galvanized floor for thickset grout & quarry tile overlay. See detail FS-3. 120/60/1, 5A

Tile supply and installation by GC.

ITEM 58 - REFRIGERATION COIL (1 REQ'D)**Custom**

Cooler evaporator coil- By equipment supplier. 120/60/1, 5A estimated, verify with shop drawing.

ITEM 59 - REMOTE CONDENSER UNIT (1 REQ'D)**Custom.**

Cooler remote c/u- By equipment supplier. 208/60/3, 9.5A estimated, verify with shop drawing

ITEM 60 - REFRIGERATION COIL (1 REQ'D)**Custom**

Freezer evaporator coil- By equipment supplier. 208/60/1, 10.9A estimated, verify with shop drawing

ITEM 61 - REMOTE CONDENSER UNIT (1 REQ'D)**Custom**

Freezer remote c/u- By equipment supplier. 208/60/3, 11.5A estimated, verify with shop drawing

ITEM 62 - WIRE SHELVING UNIT (1 REQ'D)**Advance Tabco Model EGG-2442**

Shelving Unit, Wire, Special Value, 42"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

- 3 ea Model EGG-2448 Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 3 ea Model EGG-2454 Shelving Unit, Wire, Special Value, 54"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

ITEM 63 - DUNNAGE RACK (2 REQ'D)**New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H; all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

- 2 ea Lifetime warranty against rust & corrosion; 5-year construction warranty; standard
- 2 ea Model 2008 Dunnage Rack; 36"W x 24"D x 12"H; all welded aluminum construction; 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF
- 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

ITEM 64 - SPARE NO.

ITEM 65 - SPARE NO.

ITEM 66 - EXISTING ITEM

Roll-down door

ITEM 67 - EXISTING ITEM

S/S dish return

ITEM 68 - BY OTHERS

Roll-down door- By GC

ITEM 69 - SHELF, PASS-THRU (1 REQ'D)

STAINLESS STEEL CUSTOM FABRICATORS

S/S pass-thru shelf. Field dimension fit, coordinate size and installation with GC

ITEM 70 - EXISTING ITEM

Water fountain

ITEM 71 - ICE DISPENSER (1 REQ'D)

Hoshizaki Model DM-200B

Ice & Water Dispenser, counter model, 140-lb. ice capacity, accommodates KM-340, KM-515, KM-600, KM-650 or KML Series ice machines or manual fill, dispenses 7-1/2 lb. ice/minute, auger agitator dispenses individual cubes, stainless steel exterior, 115-120v/60/1-ph, 1.4 amps, NSF, UL

1 ea Warranty: 2-Year parts & labor on dispenser

Attachment: Exhibit B (2160 : Amendment to Subrecipient Agreement with Halifax Urban Ministries)

ITEM 72 - BY OTHERS

Millwork beverage counter- By GC

ITEM 73 - GARBAGE CAN (2 REQ'D)**Continental Commercial Products Model 5750BK**

King Kan® Receptacle, general purpose waste, with 9" x 16" top hinged doors, 50-gallon capacity, 40-1/2" x 23-3/4" x 23-3/4", made of engineered resins, black

ITEM 74 - BY OTHERS

Millwork condiment counter

ITEM 75-80 - SPARE NO.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: Non-Union Wage Adjustment
NUMBER: (ID # 2188)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill employs 28 non-union employees (26 FT and 2 PT, which includes the City Manager) that are not covered by a collective bargaining agreement. This group of employees includes department heads and other supervisory, professional, administrative and permanent part-time positions. These non-union positions were also included in the Evergreen Pay and Classification Study.

Staff feels that it is in the best interest of the city to have clear guidance from the City Commission of any wage increase for this class of employee through a formal approval by action of the City Commission.

Proposed is a (3) three year increase of 2.25% per year plus an average wage adjust of 1.35% per the Evergreen Pay and Classification Study over the next (3) three fiscal years (FY 18-19 of 1.94%, FY 19-20 of 1.09%, and FY 20-21 of 1.01%).

FISCAL ANALYSIS:

This (3) three year increase of 2.25% plus an average wage adjust of 1.38% according to the results of the Evergreen Pay and Classification Study is for the years beginning October 2018, 2019 and 2020.

The first year of the proposed wage increase is fully budgeted in the tentative budget to be adopted on September 10, 2018. Future increases will need to be budgeted during the respective fiscal year's budgetary process.

STAFF RECOMMENDATION:

Staff recommends these increases and wage adjustments for each of the next (3) three fiscal years budgets.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Approve a (3) three year increase of 2.25% and an average wage adjustment of 1.35% for each of the next three fiscal years for all non-union employees.

- Supervisor and Non Exempt Salary Result (PDF)

NON UNION EMPLOYEES OF THE CITY OF HOLLY HILL
FINAL EVERGREEN SALARY SURVEY ANNUAL INCREASES

	Dept	Position	Last Name	First Name	Current Hourly Rate	Grade	Proposed Rate	FY 18/19	Year 1 % Diff	FY 19/20	Year 2 % Diff	FY20/21	Year 3 % Diff	NOTE
1	CM	CITY MANAGER	FORTE	JOSEPH	\$ 69.89		\$ 69.89	\$ 71.47	2.25%	\$ 73.07	2.25%	\$ 74.72	2.25%	
2	POLICE	POLICE CHIEF	ALDRICH	STEPHEN	\$ 39.66	E-4	\$ 43.24	\$ 41.85	5.52%	\$ 44.04	5.23%	\$ 46.22	4.95%	
3	POLICE	DEPUTY POLICE CHIEF	MILLER	JEFFREY	\$ 32.02	E-3	\$ 36.06	\$ 34.20	6.81%	\$ 36.37	6.35%	\$ 38.55	5.99%	
4	POLICE	ADMINISTRATIVE ASSISTANT	O'NEAL	LISA	\$ 21.50	105	\$ 16.40	\$ 21.50	0.00%	\$ 21.50	0.00%	\$ 21.50	0.00%	
								\$ 1,006.20		\$ 1,006.20		\$ 1,006.20		LUMP SUM
5	FIRE	FIRE CHIEF	BLAND	JAMES	\$ 43.24	E-4	\$ 43.24	\$ 44.23	2.29%	\$ 45.23	2.26%	\$ 46.22	2.19%	
6	FIRE	ADMINISTRATIVE ASSISTANT	WEREMAY	LYNNE	\$ 15.38	105	\$ 15.34	\$ 15.72	2.21%	\$ 16.06	2.16%	\$ 16.40	2.12%	
7	HR	HR MANAGER	COLE	DIANE	\$ 32.62	E-2	\$ 35.52	\$ 34.40	5.46%	\$ 36.19	5.20%	\$ 37.97	4.92%	
8	IT	IT MANAGER	GUTAUCKIS	SCOTT	\$ 37.53	E-2	\$ 37.53	\$ 37.53	0.00%	\$ 37.53	0.00%	\$ 37.53	0.00%	
								\$ 1,756.40		\$ 1,756.40		\$ 1,756.40		LUMP SUM
9	CLERK	CITY CLERK	MANNING	VALERIE	\$ 25.34	110	\$ 25.34	\$ 25.92	2.29%	\$ 26.51	2.28%	\$ 27.09	2.19%	
10	ED	ECONOMIC DEVELOPMENT COORDINATOR	CONTE	NICK	\$ 29.55	110	\$ 29.55	\$ 30.21	2.25%	\$ 30.89	2.25%	\$ 31.59	2.25%	
11	CD	CITY PLANNER	WALKER	BRIAN	\$ 32.93	E-4	\$ 36.06	\$ 38.46	16.79%	\$ 39.33	2.25%	\$ 40.21	2.25%	
12	CD	CLERICAL ASSISTANT (PART TIME)	VAINELLA	VIRGIANIA	\$ 10.51		\$ 10.51	\$ 10.74	2.25%	\$ 10.98	2.25%	\$ 11.23	2.25%	
13	CD	CHIEF BUILDING OFFICIAL	HITES	LARRY	\$ 33.72	E-3	\$ 35.52	\$ 36.06	6.94%	\$ 36.87	2.25%	\$ 37.70	2.25%	
14	FINANCE	FINANCE DIRECTOR	MCKINNEY	JOHN	\$ 55.29	E-5	\$ 55.30	\$ 56.10	1.47%	\$ 56.90	1.43%	\$ 57.70	1.41%	
15	FINANCE	ACCOUNTING MANAGER	COLWELL	CATHERINE	\$ 32.96	E-2	\$ 35.52	\$ 34.63	5.07%	\$ 36.30	4.82%	\$ 37.97	4.60%	
16	FINANCE	CUSTOMER SERVICE SUPERVISOR	WILLIAMS	MICHELE	\$ 19.23	110	\$ 20.50	\$ 20.13	4.68%	\$ 21.02	4.42%	\$ 21.92	4.28%	
17	FINANCE	SENIOR ACCOUNTANT	BHOLA	SHELIZA	\$ 19.70	109	\$ 21.63	\$ 20.84	5.79%	\$ 21.98	5.47%	\$ 23.12	5.19%	
18	FINANCE	ACCOUNTANT	VACANT		\$ 17.49	108	\$ 19.71	\$ 18.68	6.80%	\$ 19.88	6.42%	\$ 21.07	5.99%	
19	FINANCE	ADMINISTRATIVE ASSISTANT	CIRCELLI	OKALEA	\$ 14.21	105	\$ 15.34	\$ 14.94	5.14%	\$ 15.67	4.89%	\$ 16.40	4.66%	
20	PW	PUBLIC WORKS DIRECTOR	KHOURY	ANTOINE	\$ 44.71	E-5	\$ 48.56	\$ 47.11	5.37%	\$ 49.51	5.09%	\$ 51.91	4.85%	
21	PW	DEPUTY PUBLIC WORKS DIRECTOR	SMYSER	WALTER	\$ 34.69	E-3	\$ 36.06	\$ 35.98	3.72%	\$ 37.26	3.56%	\$ 38.55	3.46%	
22	PW	CHIEF PLANT OPERATOR	JUNKER	MICHAEL	\$ 31.02	O-S	\$ 26.85	\$ 31.02	0.00%	\$ 31.02	0.00%	\$ 31.02	0.00%	
								\$ 1,451.74		\$ 1,451.74		\$ 1,451.74		LUMP SUM
23	PW	CHIEF PLANT OPERATOR	ARMSTRONG	ANDREW	\$ 23.40	O-S	\$ 24.02	\$ 24.16	3.25%	\$ 24.92	3.15%	\$ 25.68	3.05%	
24	PW	WATER PLANT OPERATOR II (PART TIME)	RIENZO	DONALD	\$ 19.08		\$ 19.08	\$ 19.51	2.25%	\$ 19.95	2.25%	\$ 20.40	2.25%	
25	PW	FACILITIES SUPERVISOR	JUENGST	STEVEN	\$ 18.84	110	\$ 22.48	\$ 20.57	9.18%	\$ 22.30	8.41%	\$ 24.03	7.76%	
26	PW	FLEET SUPERVISOR	O'FLAHERTY	DANNY	\$ 23.40	110	\$ 22.48	\$ 23.41	0.04%	\$ 23.50	0.38%	\$ 24.03	2.26%	
								\$ 1,102.40		\$ 887.12				LUMP SUM
27	PW	STREETS SUPERVISOR	HEBERT	SHAWN	\$ 17.93	110	\$ 21.50	\$ 19.62	9.43%	\$ 21.30	8.56%	\$ 22.99	7.93%	
28	PW	ADMINISTRATIVE ASSISTANT	WRENN	ELIZABETH	\$ 18.67	105	\$ 16.77	\$ 18.67	0.00%	\$ 18.67	0.00%	\$ 18.67	0.00%	
								\$ 873.76		\$ 873.76		\$ 873.76		LUMP SUM

Avg Increase	4.19%	3.34%	3.26%
Less Raise	2.25%	2.25%	2.25%
Avg Wage Adj	1.94%	1.09%	1.01%
Average Wage Adjustment all years 1.35%			

Attachment: Supervisor and Non Exempt Salary Result (2188 : Non-Union Wage Adjustment)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: Accounting Adjustment - Utility Accounts
NUMBER: (ID # 2192)
APPLICANT:
PLANNER:

DISCUSSION:

Finance staff is requesting that the City Commission approve to adjust the accumulated Utilities uncollectible accounts through August 31, 2018. This is a bookkeeping entry to adjust balance sheet accounts in the general fund and enterprise funds for auditing purposes. These accounts are all inactivated with terminated utility services and are all over 90 days old or older.

They are considered bad debt as of August 31, 2018. These adjustments are an accounting function, not a forgiveness of debt; but rather allows for the proper matching of revenues and expenditures. Both, internal and external collection efforts will continue on these accounts. Of note, some of the bad debt is related to a Chapter 11 Bankruptcy filing, which we are required to adjust off of the company or individuals utility accounts.

These have not been any accounts written off since Commission approval on February 24, 2015.

FISCAL ANALYSIS:

The bookkeeping entry to adjust balance sheet is necessary to properly reflect the matching of revenues and expenditures. Utility accounts will be adjusted in the amount of \$298,028.94.

STAFF RECOMMENDATION:

Authorize the Finance Director to adjust the accumulated utilities uncollectible accounts.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE FINANCE DEPARTMENT TO MAKE A BOOKKEEPING ENTRY FOR UNCOLLECTIBLE ACCOUNTS IN THE AMOUNT OF \$289,028.94.

- Accounting Adj. August 31 2018 - BY TYPE (PDF)
- Accounting Adj. August 31 2018 - BY CUSTOMER (PDF)

TRANSACTION_DESCRIPTION	UNPAID_AMOUNT
30 YD ROLLOFF P/U Total	\$ 5,163.80
BALL VALVE 3/4",20.00" Total	\$ 60.00
BALL VALVE 3/4(lab)" Total	\$ 147.56
BOOT Total	\$ 184.00
boot charge Total	\$ 26.00
BOOT LOCK Total	\$ 21.93
BROKEN BRASS BOOT Total	\$ 78.00
BROKEN HARD LOCK Total	\$ 259.32
BROKEN MASTER LOCK Total	\$ 20.00
BROKEN SOFT LOCK Total	\$ 5.00
COLLECTION AGENCY - % Total	\$ 107,253.21
COLLECTIONS ADM FEE Total	\$ 80,111.35
COM XTRA TRSH PICKUP Total	\$ 1,456.16
DELINQUENT ACCT FEE Total	\$ 13,285.24
LABOR CHARGE Total	\$ 688.64
LANDFILL CHGS Total	\$ 1,495.00
METER CHECK AT LOC Total	\$ 165.00
METER COUPLING 3/4 ",9.00" Total	\$ 9.00
METER RISER 7",52.33" Total	\$ 52.33
METER RISER 7(labor" Total	\$ 52.33
MISCELLANEOUS Total	\$ 26.00
MISSING HARD LOCK Total	\$ 20.00
PENALTY Total	\$ 29,831.42
PULLED METER Total	\$ 10.00
PULLED/SET METER Total	\$ 20.00
RADIO READ HEAD Total	\$ 466.05
RADIO READ HEAD(3/4) Total	\$ 286.83
re-check Total	\$ 90.00
RES DUMP XTRA PU Total	\$ 404.22
RES EXTRA TRASH Total	\$ 3,792.65
RETURNED B/D CHARGE Total	\$ 120.00
returnED CHECK CHG Total	\$ 369.46
RETURNED POINT N PAY Total	\$ 250.03
ROLLOFF SINGLE P/U Total	\$ 258.19
SEWER MISC CHARGE Total	\$ 42,340.36
TEMP-ON/OFF Total	\$ 209.86
TOTAL	\$ 289,028.94

CUSTOMER_NAME	TRANSACTION_DESCRIPTION	UNPAID_AMOUNT
\$1 \$5 & \$10 THRIFT Total		\$ 25.00
A CREATIVE TOUCH INC (COVERT) Total		\$ 564.02
A.O.E. PROPERTIES LLC Total		\$ 181.81
ABBOTT, KAREN Total		\$ 92.30
ABUMAHFOUD (VACANT), MAGID Total		\$ 37.13
ACREE II, ARTHUR LEE Total		\$ 56.75
ADAMS (VACANT), PEGGY D Total		\$ 105.82
ADAMS AUTOMOTIVE & WELDING Total		\$ 77.55
ADAMS(VACANT), MARK LAOUN Total		\$ 27.07
ADAMS, JESSY LEE Total		\$ 203.23
ADMANE, AMIL Total		\$ 147.53
AGUIRRE(VACANT), GERTRUDE Total		\$ 0.09
ALDRICH JR, MARCUS Total		\$ 75.74
ALEXANDER, SHEILA AFRICA Total		\$ 3.07
ALLEN, CORIANN Total		\$ 62.58
ALMOND, CORI JO Total		\$ 136.76
ALTIERY, VALERIE Total		\$ 68.79
ALVARO (VACANT), MARIA ISABEL Total		\$ 73.52
AMEDEO, JOSEPH S Total		\$ 748.14
AMMIEL, ABDA Total		\$ 419.97
AN786 INVESTMENTS LLC Total		\$ 18.05
ANDERSON, APRIL A Total		\$ 92.64
ANDERSON, SHARON LYNNETTE Total		\$ 105.06
ANDREWS, CHRISTOPHER D Total		\$ 87.06
ANGELICA HEALTH SERVICES Total		\$ 91,224.36
ANGELICA TEXTILE SERVICE (VCT) Total		\$ 37.53
ANIELLO, TAMMY M Total		\$ 265.02
APONTE, PAULINE Total		\$ 113.35
APPLEGATE, SUSAN M Total		\$ 9.36
ARGUIJO, TORRES Total		\$ 61.23
ARNAU, (VACANT), WILLIAM Total		\$ 118.55
ARROYO, TESSA R Total		\$ 44.64
ART JEWELERY DESIGNS Total		\$ 20.90
ATHENS ORIENTAL RUG GALLERY Total		\$ 52.26
ATLANTIC IRRIGATION(JOHN OLIVA Total		\$ 599.91
ATLANTIC PROP MAIN GP (VCT), Total		\$ 153.61
AULT, STEVE Total		\$ 127.13
AUSTIN, SUNSHINE MARIE Total		\$ 283.01
AUTO WORKS OF HH MKK INC. Total		\$ 111.93
AVAIL 2 LLC (VACANT) Total		\$ 38.16
BAC HOME LOANS SERV. LP(VCT) Total		\$ 18.18
BAILEY, CAROL M Total		\$ 60.69
BAIN, BLAZE Total		\$ 120.44
BAKER, ERNEST LAMONT JR Total		\$ 84.74
BALLARD (VACANT), LONA E Total		\$ 51.37
BALLARD, LARA N Total		\$ 25.00

Attachment: Accounting Adj. August 31 2018 - BY CUSTOMER (2192 : Accounting Adjustment - Utility Accounts)

BALLARD,LONA Total	\$	128.47
BANE, JEANA R Total	\$	401.58
BANK OF AMERICA NA(VACANT) Total	\$	14.50
BARBER JR, ROBERT L Total	\$	194.22
BARNETT, CYNTHIA(VACANT) Total	\$	41.25
BARNHILL, KEVIN RUSSELL Total	\$	43.54
BASILE (VACANT), LAURIE Total	\$	24.53
BASILE (VACANT), LAURIE Total	\$	3.48
BATES, EDWARD W Total	\$	159.38
BEACHUM, SHAKERA LA TRELLE Total	\$	52.21
BECK (VACANT), FREDERICK Total	\$	93.56
BEHNKE, PAUL Total	\$	72.02
BELANGER, EDWARD Total	\$	237.39
BELL, E M Total	\$	98.61
BELMAN, ELSA G Total	\$	102.18
BENITEZ, JOCELYN Total	\$	45.64
BERG, REA Total	\$	240.82
BERGQUIST, ALBERT LOUIS Total	\$	70.78
BERNAZAL, CHAYANNE Total	\$	121.74
BESS, WILLIE J Total	\$	141.52
BEST, COREY BERNARD Total	\$	64.66
BETHEL (VACANT), MICHAEL A Total	\$	79.03
BICKRAM, RAMNARAIN Total	\$	76.76
BILLINGSLEY-CURTICE, SHELISA Total	\$	10.52
BIRD, DONALD Total	\$	123.02
BISHOP, VALERY Total	\$	190.16
BISQUERT, JOSEPH Total	\$	97.59
BLACK, JERMAINE R Total	\$	84.63
BLAD, TARYN Total	\$	65.62
BLAIR REALTY (VACANT) Total	\$	35.15
BLAIR, DAWN MARIE Total	\$	72.30
BLAKELY III, BOBBY R Total	\$	68.44
BLOWER, LORRI Total	\$	146.67
BLY, CHERYL ANN Total	\$	52.71
BLYLER, DAVID PATRICK Total	\$	94.04
BOGARDUS, MICHAEL J Total	\$	52.45
BOGNER, PATRICIA SUE Total	\$	179.80
BOKA, LASZLO PETER Total	\$	68.12
BONILLA, CARMEN T Total	\$	163.40
BONNER, MEGAN ASHLEY Total	\$	72.96
BORLAND, SUSAN Total	\$	194.37
BORRERO, ESMERALD Total	\$	100.12
BOWLING, DEREK Total	\$	72.29
BOWLING, LORI A Total	\$	111.30
BOWLING, SAMANTHA Total	\$	88.88
BOWMAN (VACANT), HARRY S Total	\$	11.14
BOXENSTOPP-DAYTONA Total	\$	156.90

BOYKIN, CARLINA T Total	\$	69.09
BPB TAX SERVICES Total	\$	22.67
BRANDENBURG (VACANT) KAREN Total	\$	86.65
BRANDT (VACANT), ARTHUR Total	\$	0.99
BRANTLEY, JAMES W Total	\$	423.62
BRASWELL, TAQUEENA L Total	\$	43.94
BRAZZELL, GEORGIA M Total	\$	99.97
BRAZZELL, JEREMY Total	\$	171.28
BREWER, CASSANDRA Total	\$	50.97
BREWER, GARY Total	\$	644.48
BREWER, LYNDA JEAN Total	\$	13.67
BRIGHT, ALLEN J Total	\$	110.60
BRITT, TOKOYA NIKIA Total	\$	50.00
BROWN, CHRISTOPHER Total	\$	463.84
BROWN, HELEN Total	\$	98.18
BROWN, MEGAN Total	\$	410.97
BROWN, RONALD GEORGE Total	\$	115.22
BROWN, TAMMY Total	\$	50.01
BROWN,QUANTINA Total	\$	132.81
BUCKLES, DOLORES Total	\$	7.42
BUDGEN, K DORIS Total	\$	156.86
BUMGARNER, CLYDE Total	\$	81.90
BURKHARDT, MICHAEL Total	\$	199.11
BURNS, PHYLLIS T Total	\$	784.62
BURNS, ROBIN Total	\$	270.57
BURRISON, TERRIS Total	\$	141.75
BURTON, DON Total	\$	82.97
BURTON, SHARNETT Total	\$	238.33
BUSH, JANET Total	\$	99.38
CABALLERO, KRISTA LEE Total	\$	152.75
CAMPBELL, BERNICE Total	\$	166.92
CAMPBELL, KAREN T. Total	\$	99.47
CAMPOS (VACANT), PEDRO Total	\$	0.22
CAMPOS, DELILAH Total	\$	52.81
CAPERS MUSCLE CARS OF DAYTONA Total	\$	35.35
CARAWAY, DUSTY Total	\$	197.33
CARDONA, VICTORIA Total	\$	71.19
CAREY FAMILY REALTY LLC (VCT) Total	\$	1.42
CARMICINO, JOSEPH A Total	\$	132.81
CARRIZELS, MARISA Total	\$	181.79
CARROLL, DELORIS H Total	\$	49.27
CARTAGENA, ANGEL Total	\$	133.96
CARTER(VACANT), EDWARD E Total	\$	192.52
CARTER, MARILYN Total	\$	205.85
CASH, MARY ELLEN Total	\$	148.75
CASH, WILLIAM C Total	\$	131.06
CASSESE, JENNIFER Total	\$	25.28

CAULEY, JACQUELINE R Total	\$	56.96
CAVANAUGH,JOAN Total	\$	49.49
CEMEX CONST MTRL FL INC (VCT) Total	\$	3.87
CHAMBERS (VACANT) MARY P Total	\$	98.98
CHAMBERS, MARY P Total	\$	263.97
CHAPMAN, INEDA SHAVAYE Total	\$	156.36
CHEMERO, CHRISTOPHER P Total	\$	56.62
CHESTER, KAREN Total	\$	142.48
CHICKKAN, ELENA Total	\$	92.73
CHOI (VACANT), JI SEOB Total	\$	88.54
CHRISTIAN (VACANT), EVELYN Total	\$	8.00
CIBOCK, AMY O Total	\$	335.90
CLARK, DENISE Total	\$	68.53
CLAY, ESTELLE Total	\$	125.07
COELLO, SHELLEY Total	\$	404.47
COHEN, JOSHUA Total	\$	78.74
COLEMAN, CASEY L Total	\$	109.33
COLEMAN, JENNIFER L Total	\$	44.08
COLL, IONE(VACANT) Total	\$	0.90
COLLERAN (VACANT), PETER J Total	\$	1.99
COLLINGS, GLORIA Total	\$	156.01
COLWILL, NAOMI B Total	\$	122.10
COMBEE,MARILYN Total	\$	41.86
CONKEL, AMANDA Total	\$	44.21
COOPER, BRANDON Total	\$	114.25
COOPER, THELMA LIBERTY Total	\$	58.43
CORCORAN, JOHN Total	\$	46.63
CORRIEA, STEVEN D Total	\$	225.26
COUNADIS, TARA Total	\$	229.01
COX, JOSHUA A Total	\$	87.01
COX, MARK DUANE Total	\$	103.87
COX, SAMUEL Total	\$	7.50
COX, WENDY Total	\$	90.16
CRAPANZANO, CHARLES Total	\$	442.94
CRESPO, JESSICA Total	\$	31.62
CREWS, SHERYL Total	\$	135.49
CRIMINS, JAMES M Total	\$	10.44
CROUCHER, BRENDA Total	\$	99.63
CUE, ANTHONY J Total	\$	296.02
CURRIE, MARTINA D WILLIAMS Total	\$	48.90
CURRY, BRIAN M Total	\$	131.09
CURRY, MARGARET ALICIA Total	\$	139.22
DACOSTA (VACANT), FANE Total	\$	127.59
DAFFIN,SARAH Total	\$	218.06
DAIGLE, TRACY B Total	\$	927.16
DALLER, DAWN M Total	\$	80.50
DAMELIO, KAYLA VIVIAN Total	\$	13.31

DANIELS, LISA Total	\$	47.27
DANIELS, SHARI(VACANT) Total	\$	37.55
DANNETTE HENRY CAMPAIGN OFFICE Total	\$	112.72
DASHER, WILLIAM Total	\$	128.14
DAVE'S MOBILE AUTO REPAIR Total	\$	171.15
DAVIS (VACANT), DAVID Total	\$	327.20
DAVIS (VACANT), SARAH Total	\$	1.92
DAVIS (VCT), STEVEN E & DANAH Total	\$	1.44
DAVIS, CHERRELLE K Total	\$	132.32
DAVIS, DANAH MICHELLE Total	\$	136.76
DAVIS, SARAH Total	\$	331.76
DAVIS, TONY D Total	\$	216.69
DAYTONA CYCLE & ATV Total	\$	95.04
DAYTONA HAWK (FURMAN) Total	\$	91.59
DAYTONA WHOLESALE MOTORCYCLES Total	\$	7.31
DEES, ASHLEY Total	\$	133.16
DEJESUS, JESSICA Total	\$	58.47
DEL VALLE, JULIO Total	\$	202.32
DELANOY JR, JEFFREY THOMAS Total	\$	73.98
DELAWARE FED PRO LLC TR(VCT) Total	\$	0.54
DEMARCO, STEVEN PAUL Total	\$	161.54
DEMSKI,COURTNEY Total	\$	82.12
DENNY, MARK ANTHONY Total	\$	43.83
DEUTSCHE BANK NATIONAL (VCT) Total	\$	41.92
DEVON, ADRIA Total	\$	50.96
DILL, SANDRA A Total	\$	72.91
DILLS, LAUREN MARIE Total	\$	8.76
DITECH FINANCIAL LLC (VACANT) Total	\$	0.90
DIX (VACANT), LAURA SUE Total	\$	3.78
DIXON(VACANT), DONNIE LEE Total	\$	44.76
DIXON, EVA CANNON Total	\$	19.47
DIXON, RON Total	\$	54.63
DIXON, SHONA Total	\$	113.81
DOBBS, DIANE L Total	\$	164.89
DODGE (VACANT), JOHN P Total	\$	36.69
DODGE(MASTER ACCOUNT), JANICE Total	\$	112.70
DONNELLY, FRANCES M Total	\$	70.37
DONOVAN, CHRISTINE Total	\$	43.38
DORMEVIL, WISGUERE Total	\$	17.59
DOTIGNEY, LEON Total	\$	61.01
DOWGIALLO, JAMES A Total	\$	171.40
DRYLO, RAFAL Total	\$	112.86
DUFFIE, RUFUS Total	\$	87.67
DUGGAN (VACANT), LAWRENCE H Total	\$	76.46
DUNMAN, DANIELLE Total	\$	95.45
DUNNING, WAYNE G Total	\$	100.00
DUSZNY (VACANT), SOL Total	\$	18.71

DWYER (VACANT), DONOVAN J Total	\$	22.15
DYER, MAXINE Total	\$	113.72
EAST COAST COUNTERTOPS Total	\$	3,805.32
EAST COAST CUSTOM MARINE INC. Total	\$	243.84
EASTER, ANGELA M Total	\$	160.57
EASTON, CIERRA Total	\$	49.49
EISENLOHR, JOLENE B Total	\$	52.82
ELCI JR, DOUGLAS J Total	\$	68.85
ELITE WIRELESS GROUP LLC Total	\$	62.07
ELKINS JR, JOSEPH W Total	\$	139.48
ELLIS, CHRISTINA Total	\$	122.54
ENGBORG, KIMBERLY Total	\$	5.56
ESTRADA, JOSE A Total	\$	14.67
EVANS, SUZANN Total	\$	83.42
EXIT STRATEGY DEC 12 LLC (VCT) Total	\$	78.35
EXPRESS WIRELESS Total	\$	65.06
EZELL, CONNIE Total	\$	63.09
FALLATAH, ABDULLAH Total	\$	114.13
FAST TRAC PIZZA Total	\$	77.80
FAVER, BRANDT Total	\$	130.48
FED NATL MORTGAGE ASSOC (VCT) Total	\$	156.71
FEDERAL NATL MORT ASSOC (VCT) Total	\$	4.24
FEDERAL NATL MORT. ASSOC (VCT) Total	\$	211.65
FEDERAL NATL MORTGAGE (VACANT) Total	\$	229.87
FEDERAL NATL MTG ASSN (VACANT) Total	\$	3.18
FEDERAL NATL MTG ASSOC (VCT) Total	\$	0.51
FEDERAL NATL MTG ASSOC(VACANT) Total	\$	1,059.24
FELIPE, ANDRES Total	\$	112.70
FETTEROLF (VACANT), STEVEN M Total	\$	135.76
FIELDS, EMANUEL Total	\$	103.62
FINCH (VACANT), ANGELA Total	\$	114.59
FISHER (VACANT), MICHAEL Total	\$	2.72
FISHER(VACANT), FREDERIQUE L Total	\$	45.69
FISHER, GENE A Total	\$	478.51
FISHER,JEFFERY LEE Total	\$	131.65
FITCH, NIGEL Total	\$	80.04
FLAMMIA, ANNA T Total	\$	520.46
FLORIDA COASTAL SOLUTIONS LLC Total	\$	15.28
FNMA C/O CHAMPION MTG CO (VCT) Total	\$	0.81
FNMA C/O FIN. FREEDOM (VCT) Total	\$	0.69
FNMA-WELLS FARGO HOME MTG(VCT) Total	\$	2.67
FORBES, ERIC JAMES Total	\$	99.73
FORD, HEATHER A Total	\$	593.10
FORDHAM, JANEY BERTHA Total	\$	329.62
FORTIN, EMMA(VACANT) Total	\$	41.17
FOSTER, AMANDA MARIE Total	\$	135.43
FOURNIER,GREGORY Total	\$	126.52

FOWLER, JESSICA D Total	\$	352.37
FRANKS, MARK A Total	\$	62.25
FREDERICK JR, MARK Total	\$	227.80
FREEDOM CYCLES & DAYTONA LLC Total	\$	2,578.72
FUCCI, ERNEST Total	\$	101.69
FUCCI, JOANN (VCT) Total	\$	1.19
FUENTES (VACANT), JORGE Total	\$	26.67
FUHRMAN, DAVID LEE Total	\$	102.88
FUNDERBURK, APRIL Total	\$	177.91
FUTCH(VACANT), ALFRED Total	\$	63.00
GAITHER, MIKE Total	\$	1,102.50
GALLUCCIO, ALICIA J Total	\$	206.80
GAMBRELL,JAMES Total	\$	40.50
GAMER'S SANCTUARY, INC Total	\$	744.90
GARDNER, APRIL V Total	\$	163.80
GARRIDO-RODRIGUEZ, LUCY Total	\$	79.73
GARZA, DANIEL Total	\$	123.88
GEORGE, KEAVIA NICOLE Total	\$	54.35
GIBSON, WILLIAM E Total	\$	11.82
GIL, MARILYN Total	\$	230.34
GILLESPIE (VACANT), ROGER Total	\$	7.56
GILLIS, WINDY Total	\$	70.08
GILMER, GEORGE Total	\$	116.50
GILMORE, ADRINNE Total	\$	214.32
GIRAUD, CHRISTINE E Total	\$	53.85
GOLDY, JESSICA Total	\$	73.04
GONZALEZ FAM REVOC LV TR (VAC) Total	\$	35.44
GONZALEZ-JONES, MELISSA M Total	\$	181.34
GOODIN, ALBERTA L Total	\$	77.18
GOODMAN, CHARLES Total	\$	120.67
GOODMAN, DONALD Total	\$	71.35
GOODSON, JOSHUA DAVID Total	\$	61.61
GORDON, DEBORAH Total	\$	102.39
GORIS, THERESA THURMAN Total	\$	67.18
GORMAN, DAVID Total	\$	383.81
GRAEFF, HEATHER CENEE Total	\$	76.66
GRAHAM JR, RICHARD Total	\$	147.13
GRAHAM, ALICIA Total	\$	5.17
GRAHAM, DOUGLAS(VACANT) Total	\$	36.76
GRAU III, IVAN JOSE Total	\$	96.10
GREAT FLORIDA INSURANCE Total	\$	41.09
GREENBAUM, ROBERT B (VACANT) Total	\$	0.24
GREENSCENE, LLC Total	\$	74.91
GREGORY, ROBERT B(VACANT) Total	\$	36.69
GRIFFIN, BARBARA ELAINE Total	\$	56.45
GRINDLES AUTO DETAIL Total	\$	411.72
GRUBB (VACANT), WILMA Total	\$	71.31

GRUBB, WILMA Total	\$	96.68
GUEST, TREVOR Total	\$	68.89
GUTHRIE, DUANE Total	\$	90.54
HADDAD, LINDSEY Total	\$	139.94
HAGER, AMBER D Total	\$	102.46
HAGGERTY, JOSHUA Total	\$	162.42
HAHL, TYLER Total	\$	118.20
HAILEY ESPANOLA LLC (VACANT) Total	\$	0.90
HALIFAX MEDIA GROUP Total	\$	13.40
HAMILTON, SHANNON M Total	\$	175.32
HAMMACHER, EDNA(VACANT) Total	\$	69.58
HAMMACHER, J BERNARD Total	\$	250.37
HANKS (VCT), JEFFERY& STEPHANE Total	\$	53.78
HANKS II, CLEVELAND Total	\$	50.00
HANN, ALICIA Total	\$	91.18
HANNELORE (VACANT), HEIDEN Total	\$	3.00
HANSON (VACANT), JOHN P Total	\$	10.00
HARDRICK, SANDRA YVONNE Total	\$	23.92
HARPER, BRANDON VLLADIMER Total	\$	15.55
HARRIS JR, FRANK Total	\$	524.48
HARRISON, PEGGY Total	\$	82.22
HARTMAN, DANIEL Total	\$	91.41
HARVEY, EDWARD HOWARD Total	\$	209.02
HATFIELD, DUSTY O Total	\$	208.96
HATTAN, JOHNETTE Total	\$	61.75
HATTEN, BRANDON Total	\$	37.82
HAUG, HAROLD Total	\$	47.93
HAYNES, MICHAEL P Total	\$	476.91
HEDGES (VACANT), ROBERT Total	\$	2.12
HEFNER, LONDON Total	\$	44.99
HEINDL, HERIBERT Total	\$	101.15
HENNING, DEBRA S Total	\$	83.73
HENRIETTE E SULLIVAN TR (VCT) Total	\$	3.68
HENRY HAYNES TRUST (VACANT) Total	\$	1.06
HENVILLE, TRAVIS Total	\$	80.89
HERMAN (VACANT), JOHN & KELLY Total	\$	0.22
HERNANDEZ (VACANT), SERVANDO Total	\$	1.06
HETTEL, JUDITH Total	\$	403.95
HICKEY, RAYMOND Total	\$	118.70
HILL, BETTY K Total	\$	876.34
HINCHLIFFE, BRADLEY N Total	\$	10.18
HIPWELL, NICHOLAS A Total	\$	62.29
HITCHCOCK, ALYSSA Total	\$	76.14
HOBBS, MICHAEL Total	\$	111.78
HOBSON, MARVIN K Total	\$	266.00
HODOSSY (VACANT), ELIZABETH Total	\$	47.83
HOE, TRISA L Total	\$	132.20

HOFFMAN (VACANT), HOLLY Total	\$	84.68
HOGLE JR (VACANT), CLAUDE R Total	\$	6.76
HOLBROOK(VACANT), KENNETH E Total	\$	12.01
HOLT, MARY NEWTON Total	\$	182.86
HOO, YUKEY Total	\$	25.00
HOOBLE, JAMES KEITH Total	\$	309.86
HOWARD, MARY E Total	\$	64.65
HOWARD, VERNON Total	\$	141.87
HOWELL, DOMINQUE Total	\$	18.20
HSBC BANK (VACANT) USA NAT ASS Total	\$	56.32
HUBBARD, ALYCE Total	\$	148.85
HUD (VACANT) Total	\$	414.96
HUD C/O CWIS LLC (VACANT) Total	\$	274.75
HUDACKO, JEFFREY J Total	\$	151.72
HUDSON, JESSICA Total	\$	108.20
HUDSON, LEWIS V Total	\$	50.00
HUFFMAN, CRISTI Total	\$	109.80
HUGGINS, WILLIE MAE Total	\$	144.55
HUGGINS, WILLIE MAE(VACANT) Total	\$	3.34
HUGHES (VACANT), DANNY Total	\$	406.77
HUGHES (VACANT), DANNY R Total	\$	180.52
HUGHES, DONNA MICHELLE Total	\$	151.69
HUIZINGA, CARISSA Total	\$	330.41
HUMBERGER, GEORGE D Total	\$	103.39
HUNTER, HOWARD D Total	\$	263.95
HUP INC, DBA OLD CROSSROAD Total	\$	200.15
HURTIBISE, CHRISTOPHER J Total	\$	15.58
ICOAT OF CENTRAL FLORIDA Total	\$	121.25
INFINITO (VACANT), ROSEMARIE Total	\$	118.25
IRVIN, LOLA Total	\$	72.94
ISENEKER (VACANT), RYAN Total	\$	0.30
IVEY, ELEANOR L Total	\$	54.15
JACKSON, GWENDOLYN D Total	\$	365.38
JACKSON, HEATHER LYNN Total	\$	97.14
JACKSON, LACY Total	\$	128.45
JACKSON, MELINDA Total	\$	25.00
JACKSON, NESHIMMITTY KARMELE Total	\$	72.34
JACOB, DEBORAH K Total	\$	14.40
JAEGER, DAVID A Total	\$	101.19
JAY, JAMES AARON Total	\$	233.56
JAZ MOBILE HOME PARK(VACANT) Total	\$	4.50
JDH INVESTMENTS LLC Total	\$	35.85
JEFFERSON, PAMLIAN W Total	\$	44.17
JENKINS JR, DARRYL Total	\$	17.59
JERSEY SHORE AUTO TRANSPORT Total	\$	158.56
JMB CUSTOMS LLC Total	\$	145.10
JMMM LLC (VACANT) Total	\$	184.20

JOHNSON, AMY VICTORIA Total	\$	51.51
JOHNSON, BELINDA Total	\$	108.74
JOHNSON, DIANA Total	\$	191.83
JOHNSON, HOPE Total	\$	36.84
JOHNSON, RODDRICK Total	\$	94.82
JOHNSON, ROSALYN L Total	\$	572.67
JOLIN, KELSEY Total	\$	72.52
JONES, QIANA MENYON Total	\$	70.79
JONES, QUTILA L Total	\$	8.69
JONES, RHONDA SUE Total	\$	127.69
JORDAN, CHRISTOPHER(VACANT) Total	\$	1.65
JOYNER JR, DAVID F Total	\$	72.49
JPMORGAN CHASE BANK NA (VCT) Total	\$	0.14
KELLY, ASHLEY K Total	\$	94.74
KELLY, JOSEPH M Total	\$	188.96
KELSEY, JENNIFER J Total	\$	559.42
KERN,DONNA Total	\$	36.37
KIERNAN (VACANT), GLORIA Total	\$	39.19
KING (VACANT), WILLIAM Total	\$	36.62
KING, WHITNEY Total	\$	25.00
KIST (VACANT), SHARON Total	\$	150.28
KITTRELL, LEONARD L Total	\$	91.72
KNIGHT, ESSENCE A Total	\$	54.63
KNIGHT, MELISSA TURNER Total	\$	164.33
KODIS, KATHRYN Total	\$	81.22
KORELL, BRITTANY Total	\$	48.85
KRAFT (VACANT),EDWARD &MARILYN Total	\$	163.80
KRAMER, MERVYN SHANE Total	\$	167.15
KRASKI, SUZANNE HURSEY Total	\$	83.54
KRUTZA, MEGAN Total	\$	37.77
KUFTIC ETAL (VACANT), VERNON Total	\$	1.80
L M PROPERTY 1 LLC (VACANT) Total	\$	74.35
LADE (VACANT), RICHARD E Total	\$	2.72
LAKIC ENTERPRISES, INC.(VCT) Total	\$	101.76
LANE, DAVID WILLIAM Total	\$	229.23
LANGLOIS, MICHAEL G Total	\$	197.26
LANGONA, MATTHEW S Total	\$	95.56
LANIER, RICHARD Total	\$	137.71
LANTIER, MATTHEW Total	\$	118.66
LARWA, STEPHANIE Total	\$	214.48
LASSITER, KAYNAH P Total	\$	128.38
LAWRENCE, JADA M Total	\$	143.15
LAWSON JR, WILLIAM K Total	\$	25.00
LEDESMA, TASHYMA Total	\$	76.68
LEONARDO ETALS (VACANT), LISA Total	\$	54.28
LEWIS (VACANT), TERRY Total	\$	37.50
LEWIS, JEFFRY KEVIN Total	\$	107.85

LITTLE, JENNIFER Total	\$	76.84
LO, DR. ERIC Total	\$	99.58
LOPEZ, MOLLY Total	\$	74.13
LOUGH, JOSHUA MEYER Total	\$	6.60
LOVELL, DOROTHY(VACANT) Total	\$	10.68
LOVETT, JASON Total	\$	16.95
LOWERY, GREGORY CHARLES Total	\$	89.49
LUCAS, AL B Total	\$	559.68
LUCAS, GRETA L Total	\$	270.72
LYNCH (VACANT), JOHN Total	\$	36.32
LYNCH, KAREN E. Total	\$	46.01
LYON, JUSTIN Total	\$	44.66
MAGILL, CHARLES L Total	\$	109.36
MALAMATI INC (VACANT) Total	\$	68.29
MALIN (VCT), STEVEN Total	\$	8.00
MALKANI (VCT), NEIL & SABINA Total	\$	0.87
MANFREDI, STEPHEN J Total	\$	63.12
MANNING, DEBORAH(VACANT) Total	\$	36.32
MARCH, ELAINA Total	\$	21.96
MARIA'S GARDEN Total	\$	70.42
MARINHO, MARILYN Total	\$	208.60
MARINO, JOHN Total	\$	123.59
MARINO, KEVIN Total	\$	25.00
MARKTRONIX CORP (VACANT) Total	\$	13.18
MARTIN (VACANT), MICHAEL Total	\$	2.02
MARTIN, LURENE LACLAIRE Total	\$	124.67
MARTIN, SCOTT Total	\$	46.58
MARTIN, SEAN ANTHONY Total	\$	118.61
MARTIN,HOPE Total	\$	164.50
MARTINEZ, CHRISTINE Total	\$	52.68
MASCARO, ANTHONY M JR Total	\$	789.94
MASI, DARIN S Total	\$	59.16
MASTERS, MICHAEL ANTHONY Total	\$	168.57
MATTRESS CHOICE, LLC Total	\$	164.17
MAXWELL (VACANT), SUSAN M Total	\$	304.10
MAYNARD, DOREEN MARIE Total	\$	136.44
MCALEESE, VERONICA Total	\$	124.11
MCCLURE, PORTIA Total	\$	127.92
MCCOY, TAHLIA Total	\$	77.76
MCCRARY II, ALAN THOMAS Total	\$	183.52
MCCRARY, BRENDA Total	\$	461.83
MCCRAY, NORDICA Total	\$	130.18
MCCULLOUGH-WOOD, JOANNE Total	\$	574.10
MCDONALD, JOSHUA SHAY Total	\$	96.04
MCDONOUGH, ANNA M Total	\$	55.59
MCSELFRESH, JESSICA Total	\$	1.01
MCGEE, GEORGE Total	\$	132.65

MCGLUMPHY, JOY L Total	\$	485.85
MCGOWEN, JOHN Total	\$	56.09
MCINTOSH, APRIL A Total	\$	167.70
MCKISSICK (VACANT), GINNY Total	\$	1.36
MCLAIN, TRAVIS Total	\$	63.16
MCNALLY, KENNETH Total	\$	45.02
MCNEIL, RYAN Total	\$	164.32
MEAD,AMELIA Total	\$	267.88
MELENDEZ (VACANT), MERVYL S Total	\$	50.29
MELLEN, JUSTINE ROSE Total	\$	120.96
MERKEL, WESLEY Total	\$	76.03
MESSINA, LAURA Total	\$	83.24
MIKULA, JOHN PAUL (VCT) Total	\$	25.25
MILES, JUANSETTA TALAYA Total	\$	123.23
MILLER (VACANT), RACHELLE G Total	\$	677.82
MILLER, ALLISON Total	\$	221.39
MIOTKE, ANTHONY Total	\$	25.00
MIXSON, THOMAS J Total	\$	124.51
MIZENKO JR, BERNARD J Total	\$	110.30
MOBILE MECHANIC Total	\$	82.27
MOBILUBE DIRECT Total	\$	81.73
MOBLEY, FRANCIS Total	\$	191.71
MONE (VACANT), TERRY DEAN Total	\$	11.68
MONKEVITCH, EUGENE Total	\$	10.98
MONROE (VACANT), JANICE K Total	\$	224.99
MOODY, AMELIA ROLETHA Total	\$	82.26
MOORE, YVONNE Total	\$	18.94
MOORE,PENNY Total	\$	424.35
MORRELL(VACANT), WILLIAM Total	\$	113.02
MORRISON, PATRICIA KRAUSE Total	\$	134.30
MOSES JR (VACANT), JOHN Total	\$	868.42
MUNIZ JR, ANIBAL Total	\$	86.33
MURPHY, JENNIFER Total	\$	159.97
MURRELL, MARGIE M Total	\$	64.63
MYERS III, LEONARD Total	\$	182.79
MYERS, FARAH CHANEL Total	\$	97.96
MYERS, SARA M Total	\$	31.55
NADEAU, JASON Total	\$	78.86
NALEN, KIMBERLY C Total	\$	296.13
NARSINGHANI KRISTY (VCT) Total	\$	1.38
NATION, KERI L Total	\$	96.01
NEELY,JENNIFER Total	\$	78.12
NELSON, ASHLEY NICOLE Total	\$	253.49
NELSON, TALIA MONIQUE Total	\$	155.91
NEVILLE, CHARLES Total	\$	58.02
NEWBURN, DANIEL ALLEN Total	\$	168.38
NEWSOM, DUSTIN Total	\$	117.55

NEWTON (VACANT), JAMES Total	\$	2.90
NICHOLAS, SUSANNE Total	\$	131.45
NIMS (VACANT), JOHN D Total	\$	0.13
NIZAN,SHIRA Total	\$	37.18
NOMADIJOM LLC Total	\$	172.02
NORDSTROM,ERICA Total	\$	49.48
NORRIS, KAITLIN ELIZABETH Total	\$	75.52
NORTON, AMBER B Total	\$	94.74
NUNERY, CHARLES B Total	\$	71.07
NUTTER, WALTER Total	\$	81.90
O'BERRY, TARNECIA MARSHAY Total	\$	303.15
O'CONNOR(VCT), LINDSEY S Total	\$	88.24
ODIO, BRITTANY L. Total	\$	56.17
ODOM, WILLIAM EUGENE Total	\$	126.67
OEVERMANN (VACANT), PHYLLIS Total	\$	220.77
OLD & NEW AUTO(GARY BREWER) Total	\$	63.28
OLIVA (VACANT), JOHN Total	\$	58.58
OLMO CRESPO, ILIANED Total	\$	24.15
OLSEN (VACANT), HOWARD & MARY Total	\$	1.94
ONE HORSE SALOON Total	\$	311.89
ONTIVEROS (VACANT), NICOLE Total	\$	168.87
ONTIVEROS, NICOLE JOY Total	\$	81.91
ORJUELA (VACANT), JHONATAN Total	\$	0.51
ORTA, TAMMY J Total	\$	109.81
ORTIZ, TIFFANY Total	\$	66.72
OUELLETTE, DONALD Total	\$	73.39
PACORA, HOLLY Total	\$	49.34
PAPPAS-FLOYD, ARIANA Total	\$	145.93
PARASO, JEANNETTE S Total	\$	121.35
PARCE, ERIC J Total	\$	176.38
PARKER (VACANT), RAYMOND E Total	\$	80.59
PARKER (VACANT), WILLIAM DALE Total	\$	38.31
PARKER, SAMANTHA Total	\$	46.39
PARKS (VCT), CAITLYN Total	\$	1.96
PATCHSTOP LLC(VACANT) Total	\$	37.06
PATSELLIS, ETHEL L Total	\$	72.51
PEACE, ELIZABETH L Total	\$	1.12
PEAVY, IKIA Total	\$	80.88
PENIX, STACEY Total	\$	10.40
PENNINGTON, YOSHIA SEQUOYA Total	\$	105.12
PENNYAMON, KENNARVIS J Total	\$	68.11
PEREZ, CHEYENNE Total	\$	137.48
PEREZ, KAREN M Total	\$	241.53
PEREZ, NELSON Total	\$	585.69
PERKINS (VACANT), DANIEL W Total	\$	8.00
PERKINS, DANIEL(VACANT) Total	\$	36.10
PERRY, MARTI Total	\$	1.63

PESIRI, ROBERT Total	\$	139.16
PFEIL, CLAUDETTE (VCT)_ Total	\$	39.62
PHILLIPS, STEPHANIE L Total	\$	277.32
PIERCE, DEBORAH A Total	\$	51.21
PIERRE, REBECCA M Total	\$	75.68
PIKE,ANNMARIE Total	\$	94.90
PINCKNEY SR, FREDRICK E Total	\$	87.89
PMA HOME BUYERS LLC (VCT) Total	\$	0.69
POWELL, TWYLER Total	\$	134.00
PRATHER, WALTER Total	\$	79.27
PRICE, CANDACE S Total	\$	179.69
PRIETO, MAX Total	\$	209.41
PROVIDENT TRUST GROUP LLC(VCT) Total	\$	37.35
PULVER, FALYICA Total	\$	53.27
QUEEN, ROBIN MICHELE Total	\$	113.12
RACHOW (VACANT), SANDRA JANE Total	\$	166.52
RAINEY (VACANT), KEVIN Total	\$	250.10
RAINEY(VACANT), KEVIN & BRENDA Total	\$	0.33
RAMPERSAD, TRICIA K Total	\$	81.52
RAMSEY, ALICE Total	\$	174.49
RANDLE,SHENEEKA Total	\$	141.02
RANDOLPH (VACANT), JAMES Total	\$	11.34
RANGEL DOMINGUEZ (VCT), JOSE G Total	\$	0.51
RAYMOND, TERESA ANNE Total	\$	105.71
REARDON, LORIE Total	\$	121.24
REDDIN, ANTHONY Total	\$	380.72
REED, BRANDEE Total	\$	285.54
REED, LAURA BETH Total	\$	159.24
REESE, ROBERT D Total	\$	79.73
REEVES, ANDREW Total	\$	89.53
REID ENTERPRISES LLC(VACANT) Total	\$	1,278.45
REID EST (VACANT), JAMES L Total	\$	68.29
REID, MELISSA(VACANT) Total	\$	7.79
REID, TRENA TURCSO Total	\$	106.61
REILLY, KARLA JO Total	\$	9.90
REYNOLDS (VACANT), KEVIN M Total	\$	1.36
RICHARDS (VACANT), CHANNA Total	\$	0.66
RICHARDSON, SANDRA Total	\$	16.04
RIDDLE (VACANT), ROGER Total	\$	1.02
RIDENER, HEATHER M Total	\$	274.76
RIPPE, BOBBIE Total	\$	50.14
RISE SOLUTIONS LLC Total	\$	73.49
RITCHIE, SHONDA G Total	\$	119.87
RITTER, AARON Total	\$	203.15
RJM INVESTMENT TRUST, LLC(VCT) Total	\$	8.67
RJM INVESTMENT TRUST,LLC (VCT) Total	\$	563.76
ROANE, C B Total	\$	61.04

ROBERT W PARKS REVOC TR (VCT) Total	\$	20.50
ROBERTS, JOSHUA Total	\$	414.45
ROBERTSON (VCT), GEORGIA Total	\$	213.16
ROBERTSON TR(VACANT), BILLY F Total	\$	0.27
ROBINSON, RACINA Total	\$	178.67
RODGERS, CINDY L Total	\$	77.87
ROGERS, AARON Total	\$	83.47
ROGERS, CHANQUILL Total	\$	143.83
ROMAINES AUTO REPAIR Total	\$	70.99
ROMANSKY, CHRISTOPHER (VACANT) Total	\$	36.25
ROPER, THOMAS L.A. Total	\$	79.28
ROSATI, PETER F Total	\$	167.16
ROSE SR, STANLEY W Total	\$	83.22
ROSE, KELLY Total	\$	813.48
ROSE, WILLIAM J Total	\$	71.43
ROSIER, MELISSA L Total	\$	44.56
ROSS, TWANA FAYE Total	\$	384.71
ROUNDTREE, LATESHA Total	\$	281.54
ROWE, DAVID Total	\$	182.42
ROWE, RUTH J (VACANT) Total	\$	12.98
RUBNICH (VACANT), AUDREY ETAL Total	\$	0.07
RUSAW, GLENDON Total	\$	55.93
RUSSELL, ALLEN Total	\$	86.67
RUSSELL, CASSANDRA NICOLE Total	\$	94.20
RUTKOWSKI (VACANT), JOSEPH Total	\$	150.85
RUYLE, MARK EVERETT Total	\$	63.06
SALES, CARLOS Total	\$	105.29
SALICRUP, ISRAEL Total	\$	158.76
SALVADOR (VACANT), MARGARET Total	\$	71.56
SANTIAGO (VACANT), LINETTE Total	\$	333.87
SAWDY, MICKEL S Total	\$	83.47
SCANTLING, SHAQUAYLA Total	\$	1.48
SCHALK (VACANT), ROBERT EDWARD Total	\$	40.07
SCHENCK, HECTOR Total	\$	114.28
SCHMITT, BRIAN S Total	\$	179.50
SCHUBERT (VACANT), WILMA B Total	\$	36.47
SEELEY, WILLIAM R Total	\$	210.36
SEITZ, TIFFANI Total	\$	171.24
SEMMENS (VCT), ROBERT Total	\$	35.37
SENBAYRAK (VACANT), SEYFETTIN Total	\$	2.11
SERENSKY, KAREN Total	\$	27.29
SEWELL, WILLIAM J Total	\$	67.24
SEXTON. LAURINE Total	\$	209.36
SHAFFNER, RICHARD IAN Total	\$	0.30
SHAKE'S FROZEN CUSTARD (CHOI) Total	\$	402.40
SHANNON, CHRISTOPHER Total	\$	136.07
SHANNON, JACOB Total	\$	204.47

SHELDON, BETTY J Total	\$	87.98
SHEPPARD, MICHELLE RENEE Total	\$	153.80
SHERWIN, DEREK Total	\$	58.62
SHORTER, KAYLA Total	\$	93.82
SHROOMERS PIZZA INC Total	\$	101.91
SIEG, BRIAN Total	\$	21.02
SIMMONS JR, JAMES Total	\$	99.57
SIMMONS JR, RAYNARD MARTINEZ Total	\$	25.00
SIMMONS, GLENNA Total	\$	143.27
SIMS, DELANDA SHONTAE Total	\$	141.91
SINGLETARY, GLENN Total	\$	72.25
SKIDDS, JOHN Total	\$	5.02
SLATER, EDWARD SYLVESTER Total	\$	50.00
SLATON, BETTIE Total	\$	37.05
SMITH (VACANT), KATHY E Total	\$	0.10
SMITH, ADRIAN Total	\$	309.22
SMITH, GARY (VCT) Total	\$	73.79
SMITH, LETICIA Total	\$	78.09
SMITH, NIDRA L Total	\$	147.73
SMITH, SHAKEL C Total	\$	68.36
SMITH,ASHLEY Total	\$	55.46
SMITH,DARLENE Total	\$	61.28
SOLLITTO JR, FRANK Total	\$	35.81
SOTTOSANTI (VACANT), CLAIRE Total	\$	159.56
SOUTHEASTERN CNT&DVL INC (VCT) Total	\$	1.56
SOWERS, CRYSTAL ANN Total	\$	191.00
SPANOS (VACANT), REBECCA Total	\$	264.41
SPAVIN, ALAN Total	\$	116.73
SPECIALTY STAINLESS LLC Total	\$	380.70
SPURGEON, LISA M Total	\$	62.94
STAIR, PHILLIP COOPER Total	\$	10.02
STATE BANK & TRUST CO(VCT) Total	\$	59.70
STEARNS, ELIZABETH ANNE Total	\$	121.53
STEPHENS, CHERYL Total	\$	38.29
STEVENS, MICHAEL Total	\$	94.35
STIGLER, TIANA LEIGH Total	\$	73.90
STODDART, VELORES V Total	\$	129.61
STOKES, DIERA CHANEE Total	\$	322.24
STRECK JR, ROBERT Total	\$	131.33
STRINGFELLOW, SHANNON D (VCT) Total	\$	35.59
STROCK (VACANT), MARY Total	\$	230.40
STROUP, MATTHEW M Total	\$	295.40
SUGGS, BRIANA Total	\$	9.60
SUN COMMUNITIES OPER LMT(VCT) Total	\$	32,735.67
SUN HOLLY FOREST LLC (VCT) Total	\$	41,130.48
SUNTRUST MTG INC (VACANT) Total	\$	0.21
SUREMANN, HEIDI (VACANT) Total	\$	127.38

SUTTON, HANNAH Total	\$	17.98
SWINK, CHRISTOPHER Total	\$	38.07
TACTACAN, MELISSA N Total	\$	303.41
TAR EAGLE, LLC(JEFF CLOAR) Total	\$	687.88
TAYLOR (VCT), ROBERT Total	\$	0.17
TEFFT, SKYE NICOLE Total	\$	139.81
TELLIS, SHIRLEY ANN Total	\$	136.72
TEMKIN, TIMOTHY FLINT Total	\$	297.56
TEXACO EXPRESS LUBE(T FOWLER) Total	\$	17.68
THE DENT SHOP (WUBBOL) Total	\$	217.93
THOMAS, FRANEISHA MECHELLE Total	\$	133.72
THOMASON, EWING S Total	\$	79.24
THOMPSON, DEBRA Total	\$	184.46
THOMPSON, OLYMPIA Total	\$	136.50
THROWER, TONY Total	\$	112.45
TITANIUM PROPERTIES(VACANT) Total	\$	36.91
TODD, DAVID Total	\$	112.53
TORRES (VACANT), ADRIANA M Total	\$	44.16
TORRES, MARTIN E Total	\$	220.68
TOTALLY AGAPE INC (VCT) Total	\$	97.14
TRACY, WILSON Total	\$	45.84
TRIPLE D MOTORCYCLES Total	\$	62.15
TRUST NO. 1505 Total	\$	98.70
TUCKSON, LEILA Total	\$	73.87
U-BOX NOW Total	\$	18.49
UMSTEAD JR,GARRISON Total	\$	154.45
U-NEEK PROPERTIES INC (VACANT) Total	\$	330.68
UPHAM, DENISE LINDLEY Total	\$	514.95
US BANK NATL ASSOC (VCT) Total	\$	57.30
US BANK NATL ASSOC TR (VACANT) Total	\$	24.84
USINGER, TABITHA Total	\$	138.69
VALDES, THERESA A Total	\$	114.67
VAN NUYS JR, DAVID JOHN Total	\$	121.52
VAN ORDEN, DEBORAH A Total	\$	219.50
VANCLEEF (VACANT) WILLIAM Total	\$	46.42
VANHORN, KIM MARIE Total	\$	57.41
VANIC, JAMES A Total	\$	288.90
VEGA, AWILDA Total	\$	85.26
VICCARO, CAITLYN Total	\$	218.28
VILLA (VACANT), DIANA L Total	\$	3.00
VILLENEUVE, AMANDA Total	\$	190.97
VIRGIL, RANDIA Total	\$	184.52
VOLL, RONALD L Total	\$	274.65
VONKAAS (VCT), KARL TR Total	\$	3.60
WAKEFIELD, ASHLEY LA TOYA Total	\$	25.00
WALKER, DAVID Total	\$	322.78
WALTENBAUGH, BELINDA Total	\$	95.00

WARREN, SHAWN L Total	\$	137.78
WASSEL, DOROTHY Total	\$	86.46
WATERMAN (VACANT), SCOTT J Total	\$	72.06
WATERMAN, LORRAINE Total	\$	79.01
WATERS, RACHEL CLEMMENSEN Total	\$	109.20
WATKINS, RONALD L Total	\$	531.30
WEAVER, ROY HOLLAND(VACANT) Total	\$	36.98
WEDGE, TODD Total	\$	187.30
WELLS FARGO BANK NA (VACANT) Total	\$	156.72
WELSH, SHARON S Total	\$	87.37
WEST, ARTHUR L Total	\$	226.26
WHEDBEE, KIMBERLY L Total	\$	104.74
WHEELER, MARK D Total	\$	110.39
WHEELER, WENDY ANN Total	\$	112.75
WHITAKER, MARY A Total	\$	99.33
WHITCOMMB, WILLIAM Total	\$	102.75
WHITE (VACANT), GRACE Total	\$	58.49
WHITE, LOREE DEE Total	\$	60.78
WHITESIDES, ROBERTA Total	\$	136.82
WIGGINS (VACANT), WALLACE W Total	\$	61.58
WILKERSON (VACANT), DAVID Total	\$	481.04
WILLIAMS (VACANT), TANYA F Total	\$	0.48
WILLIAMS JR, THEODORE V Total	\$	378.50
WILLIAMS, ANGELA Total	\$	72.28
WILLIAMS, BROOKER T Total	\$	86.02
WILLIAMS, DARRYL KEITH Total	\$	226.19
WILLIAMS, JOYCE(VACANT) Total	\$	40.17
WILLIAMS, SHAWNDER R Total	\$	121.30
WILLIAMS, TOMIKA LATOYA Total	\$	1,729.14
WILLIAMSON, NATALIE Total	\$	66.47
WILSON, PHILLIP JAMES Total	\$	89.44
WILTZ, GRACE Total	\$	234.25
WINGMAN TRADING, INC. Total	\$	94.86
WINTERRATH, KIMBERLY A Total	\$	196.16
WINTON, DALE F Total	\$	568.74
WIRELESS WORLDWIDE INC. Total	\$	51.18
WISE, CHARLOTTE A Total	\$	111.80
WISNIOWSKI, MATHEW Total	\$	129.96
WITTY, ZACHARY Total	\$	271.46
WOODS, DEJAH RACHAE AQUI Total	\$	463.65
WOODS, ROSALIN Total	\$	45.58
WORTHINGTON (VACANT), JOHN Total	\$	8,232.99
WRIGHT, KENNETH III(VACANT) Total	\$	35.88
WYATT (VACANT), JOHN T & MARG Total	\$	0.57
WYATT JR, EDWARD Total	\$	186.38
YAKUSIK(VACANT), RICHARD J Total	\$	22.26
YANCEY, MELISSA COURTNEY Total	\$	66.11

YOUR HOME RENT TO OWN LLC Total	\$	674.18
ZERMENO, JORGE Total	\$	76.66
ZERMENO, JUAN Total	\$	78.67
ZOOK,CHARLES Total	\$	52.37
	\$	289,028.94

Attachment: Accounting Adj. August 31 2018 - BY CUSTOMER (2192 : Accounting Adjustment - Utility Accounts)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 10, 2018
FROM: Steve Aldrich
SUBJECT: Memorandum of Understanding (MOU) Between the Holly Hill
Police Department And the Office of the State Attorney,
Seventh Judicial Circuit, For the Juvenile Civil Citation
Program for Volusia County
NUMBER: (ID # 2184)
APPLICANT:
PLANNER:

DISCUSSION:

The Office of the State Attorney, Seventh Judicial Circuit, has requested each of the Law Enforcement Agencies within Volusia County to enter into a Memorandum of Understanding related to the State of Florida's Juvenile Civil Citation Program.

Florida Statute 985.12 has established certain criteria for the usage of pre-arrest diversionary programs for Juvenile offenders. Entering into the Memorandum of Understanding (MOU) with the Office of the State Attorney ensures that the Holly Hill Police Department is following the best practices related to the implementation of the Juvenile Civil Citation Program and compliance with State law.

FISCAL

ANALYSIS:

There is no budgetary impact to the City.

STAFF

RECOMMENDATION:

Authorize the Chief of Police to enter into the Memorandum of Understanding (MOU) with the Office of the State Attorney, Seventh Judicial Circuit for the Juvenile Civil Citation Program for Volusia County.

COMMISSION GOAL:

Goal # 4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Authorize the Chief of Police to enter into the Memorandum of Understanding (MOU) with the Office of the State Attorney, Seventh Judicial Circuit for the Juvenile Civil Citation Program for Volusia County.

- MOU - Juvenile Civil Citation Program for Volusia County 2018 (PDF)

OFFICE OF THE STATE ATTORNEY

SEVENTH JUDICIAL CIRCUIT OF FLORIDA
VOLUSIA, FLAGLER, PUTNAM & ST. JOHNS COUNTIES

R.J. Larizza
STATE ATTORNEY



251 North Ridgewood Avenue
Daytona Beach, FL 32114-7509
Phone (386) 239-7710
Fax (386) 239-7716

MEMORANDUM

TO: All Volusia County Law Enforcement Agency Chief Executives

FROM: Chief Investigator Noel Griffin *nlgriffin*

DATE: August 13, 2018

SUBJECT: Memorandum of Understanding for the Juvenile Civil Citation Program for Volusia County

Please note the enclosed copy of the Memorandum of Understanding (MOU) for the Juvenile Civil Citation Program for Volusia County and the accompanying signatory page. Once you have completed your vetting process and determined that you are going to become a signatory to the MOU, please sign, date and return the original page to my attention. I will obtain the additional signatures and provide you with a copy for your records. The original signatory page will remain on file at the State Attorney's Office.

If you have any questions or concerns, please give me a call.

Thank you very much!

Attachment: MOU - Juvenile Civil Citation Program for Volusia County 2018 (2184 : MOU with the SAO for the Juvenile Civil Citation Program)

Memorandum of Understanding Juvenile Civil Citation Program for Volusia County

I. Authority

A "Juvenile Civil Citation Program" (JCCP) has been established for the Seventh Judicial Circuit pursuant to section 985.12, Florida Statutes.

II. History

The law enforcement agencies, the Department of Juvenile Justice ("DJJ"), and the State Attorney's Office for the Seventh Judicial Circuit, via this Memorandum of Understanding ("MOU"), agree that it is appropriate to divert Juvenile Offenders who are eligible for the issuance of a Juvenile Civil Citation ("Citation") through the Juvenile Civil Citation Program ("Program").

This MOU seeks to expand and enhance the Program and streamline the process by which a Citation is issued to a Qualified Juvenile Offender. The stakeholders have agreed upon the procedures outlined below to achieve these goals. This MOU supersedes and replaces all previous Memoranda of Understanding governing the Program in the Seventh Judicial Circuit.

III. Definitions

As used in this MOU, the term:

"Juvenile Offender" means any person who is alleged to have committed a misdemeanor or municipal law violation occurring prior to the time that person reached the age of 18 years.

"Qualified Juvenile Offender" means a Juvenile Offender who commits a Qualifying Offense and who: (1) has two or fewer prior Citations; (2) does not have a pending Citation or an outstanding warrant or custody order; (3) has never been adjudicated delinquent for a felony or been convicted of a misdemeanor or felony as an adult; and (4) is not a gang member as defined in section 874.03(3), Florida Statutes.

"Qualifying Offense" means any misdemeanor or municipal ordinance violation except any offense that involves the use or possession of any firearm or deadly

weapon, or any traffic offense proscribed by chapters 316, 320, or 322, Florida Statutes, or sexual offenses. Domestic Battery cases will be reviewed for eligibility on a case by case basis.

“Stakeholders” mean the signatories to this MOU.

IV. Purpose

This MOU establishes the guidelines that will be used by the Seventh Judicial Circuit to promote the proper use and expansion of Juvenile Civil Citations throughout the Circuit and provide Qualified Juvenile Offenders, who commit certain misdemeanors and municipal ordinance violations, the opportunity to participate in the Program, pursuant to section 985.12, Florida Statutes.

The MOU establishes the guidelines for the issuance of Citation; the referral of the Qualified Juvenile Offenders to DJJ and provides access to intervention services designed to prevent future delinquent acts. Further, the MOU addresses criteria for participation in, or rejection from, the Program.

The Program will:

- Promote accountability and immediate intervention;
- Provide swift consequences for Qualified Juvenile Offenders;
- Increase public safety by assessing and referring “at risk” Qualified Juvenile Offenders to intervention programs with the goal of reducing recidivism;
- Ensure appropriate resource allocation;
- Prevent life-long consequences associate with an arrest, adjudication, or conviction, *
- Result in no arrest record upon successful completion of the Program
- Assist in obtaining consistent treatment of Juvenile Offenders throughout the Circuit

*ABA Criminal Justice Section, State Policy Implementation Project, “Civil Citation for Minor Offenses and National Juvenile Justice Network, Snapshot – “Civil Citations,” December 2016.

- Seek to reduce repeat offenses by Qualified Juvenile Offenders;
- Encourage more efficient use of law enforcement, the court system, and the State Attorney’s Office;
- Reduce the number of Juvenile Offender referrals to the justice system;
- Reduce costs associated with administration of the criminal juvenile justice system; and

- Reduce the number of pending cases within the criminal juvenile justice system.

V. Procedures

A. Law Enforcement Agency

1. When a law enforcement officer ("Officer") has probable cause to believe a Juvenile Offender has committed a Qualifying Offense, the Officer should determine whether the Juvenile Offender is a Qualified Juvenile Offender by contacting DJJ.
2. If the Officer determines the Juvenile Offender is a Qualified Juvenile Offender, the Officer will advise the Qualified Juvenile Offender that he or she may participate in the Program subject to DJJ approval. The Officer will advise the Qualified Juvenile Offender of his or her rights and confirm that the Qualified Juvenile Offender admits guilt and agrees to participate in the Program.
3. If restitution is owed and can be determined at the time the Citation is issued, the Officer will request the victim, or the parent or guardian of the victim to provide an estimate of the amount of restitution due.
4. If restitution is owed and cannot be immediately determined, the Officer shall include on the Citation that payment is "due and owing" to the victim in an amount to be determined by DJJ.
5. If the Qualified Juvenile Offender agrees to participate in the Program, he or she will sign the citation.
6. The parent or guardian of the Qualified Juvenile Offender will be contacted by the officer and will be advised that the Qualified Juvenile Offender is the subject of a Citation. If the parent or guardian is available, the Officer will request the parent or guardian sign the Citation indicating the agreement to participate in the program.
7. In cases where there is a victim, the Officer will advise the victim, or the parent or guardian of the victim, that the Qualified Juvenile Offender will be issued a Citation in lieu of an arrest. If the victim, or his or her parent or guardian, does not agree with the issuance of the Citation, the Officer will advise that an objection to DJJ may be submitted within five (5) business days of the date of the issuance of the citation.

8. The Officer's agency will provide copies of the Citation to the Qualified Juvenile Offender, the Qualified Juvenile Offender's parent or guardian, the victim, the State Attorney's Office and DJJ. The Officer's agency will retain a copy for its records.
9. If a Juvenile Offender is arrested for a Qualifying Offense, the Officer must include in the police report, pursuant to section 985.12, Florida Statutes, why an arrest was warranted.
10. The Law Enforcement Agency agrees to document and maintain records of each rejection from the JCCP and the reason(s) for said rejection.

B. Department of Juvenile Justice

i. Participation in the Program

1. Upon receipt of the Citation from the Officer's agency, DJJ will make a preliminary determination as to whether it is appropriate for the Qualified Juvenile Offender to participate in the Program. If relevant, DJJ will consider objections presented by the victim, or the parent or guardian of the victim, with regards to the Qualified Juvenile Offender's participation in the Program.
2. If DJJ determines the Program is appropriate, DJJ will contact the Qualified Juvenile Offender, and the parent or guardian of the Qualified Juvenile Offender, to schedule an intake hearing within six (6) business days from its receipt of the Citation.
3. During the intake hearing, the Qualified Juvenile Offender and a parent or guardian must be present. The Qualified Juvenile Offender will be subject to an interview, assessment and urinalysis. These procedures will be used to determine what clinical or intervention services may be appropriate. The Qualified Juvenile Offender will also sign an Acceptance of Responsibility Form.
4. If a Domestic Assault or Battery or other domestic related charge is approved for JCCP, DJJ will set the parameters of victim contact- if any.
5. Upon acceptance into the Program, the Qualified Juvenile Offender and the parent or guardian will be scheduled to attend an orientation by DJJ. The Qualified Juvenile Offender will be assigned sanctions to complete the Program. DJJ will ensure that payment of any restitution owed to the victim is a sanction imposed

through the Program. The State Attorney's Office will distribute restitution to the Victim.

6. A written contract will be prepared by DJJ and signed by the Qualified Juvenile Offender, the parent or guardian, and a DJJ representative. The contract will include an explanation of the statute of limitations and the rule governing speedy trial generally applicable to misdemeanor offenses. By signing the contract, the Qualified Juvenile Offender waives the application of the statute of limitations and any right to speedy trial.
7. DJJ will monitor the progress of each Qualified Juvenile Offender in completing the Program. DJJ will maintain a confidential file in a secure locked area that contains the following: information pertaining to the Citation, any sanctions imposed, progress reports from providers, urinalysis drug testing results, disposition forms, and all other information obtained through its management of the Qualified Juvenile Offender's case.
8. DJJ will document the disposition of each Citation.
9. DJJ will promptly enter all data into the Juvenile Justice Information System regarding the issuance of Citations, as well as successful completion of, and rejections from, the Program.

ii. Restitution Obligation

1. Before restitution is awarded, DJJ may require documentation supporting the estimated amount of restitution requested. In that event, DJJ will ask the victim, or the victim's parent or guardian, for documentation from the victim, or the victim's parent or guardian, substantiating the amount of restitution. This information must be provided within five (5) business days after the request from DJJ is received, unless additional time is specifically given by DJJ upon receipt of the supporting documentation.
2. DJJ will determine the reasonable amount of restitution to be paid. The SAO will collect and distribute restitution to the victim.
3. DJJ will ensure that the parent or guardian of the Qualified Juvenile Offender is advised of the amount, if any, of restitution due to the victim. If the parent or guardian does not agree to pay restitution as established by DJJ, a disposition form will be sent to the State Attorney's Office within two (2) business days of the Qualified Juvenile Offender's rejection from the Program.

4. In cases involving restitution, acknowledgement of the existence of restitution and the Qualified Juvenile Offender's obligation to pay such restitution, shall be included in the agreement executive by the Qualified Juvenile Offender or his or her parent or guardian.
5. No Qualified Juvenile Offender who is issued a Citation will be deemed to have successfully completed the Program until any restitution imposed as a sanction is paid in full.

iii. Rejection from the Program

1. If the Qualified Juvenile Offender is arrested while in the Program, DJJ may reject the Qualified Juvenile Offender from the Program.
2. In the event that the Qualified Juvenile Offender is rejected from the Program Based on a subsequent arrest, and formal charges are not filed or are dropped, DJJ may permit the Qualified Juvenile Offender to re-enroll in the Program subject to successful completion of all previously imposed sanctions.
3. If the Qualified Juvenile Offender fails to complete or is rejected from the Program, DJJ will submit a disposition form to the State Attorney's Office within two (2) business days of the Qualified Juvenile Offender's dismissal from the Program.

iv. Objection to Civil Citation Issuance

1. In the event the victim, or the parent or guardian of the victim, does not agree with the issuance of the Citation, they may file written objection with DJJ to the Qualified Juvenile Offender's Participation in the Program within five (5) days of the issuance of the Citation.
2. DJJ will advise the victim, or the parent or guardian of the victim, of how to file their objection. Once the objection has been filed, the DJJ will review the objection and make a determination as to whether to reject the Qualified Juvenile Offender from the Program.

C. State Attorney's Office

1. The State Attorney's Office will review all Citations issued to Qualified Juvenile Offenders who are rejected from the Program to determine the appropriate disposition of the offense.

2. The State Attorney's Office may, upon request, provide training to law enforcement agencies regarding the use and benefits of non-arrest diversion methods, including Juvenile Civil Citations.
3. The State Attorney's Office will collect and distribute restitution.

VI. Agreement

The MOU will become effective upon its execution by the respective Stakeholders and remain in effect for two (2) years unless any statutory amendment of section 985.12, Florida Statutes mandates otherwise.

The Stakeholders commit to coordinate their efforts in support of the Program. The Stakeholders shall review the Program every six (6) months, within their respective agencies and counties, to ensure the Program is being administered in accordance with this MOU. The Stakeholders agree to assign staff members within their agencies to administer the Program.

Party's acceptance of the Memorandum of Understanding for the Juvenile Civil Citation Program for Volusia County

For the Office of the State Attorney, Seventh Judicial Circuit of Florida:

R. J. Larizza, State Attorney

Date

For the Holly Hill Police Department

Stephen Aldrich, Chief of Police

Date

For the Florida Department of Juvenile Justice

Dan Merrithew, Chief Probation Officer

Date



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-60 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the Professional Firefighters of Holly Hill, Local 3470, October 1, 2018 - September 30, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 2179)
APPLICANT:
PLANNER:

DISCUSSION:

City Management and representatives from the Professional Firefighters of Holly Hill, Local 3470 (I.A.F.F.) have been in contract negotiations for several months. Both Management and the Union have agreed upon the terms and conditions contained in the attached agreement and request the City Commission to ratify the Agreement.

FISCAL ANALYSIS:

This three-year agreement provides for a wage increase for all I.A.F.F. Bargaining Unit Members in the amount of 2.25% plus a wage adjust according to the results of the Evergreen Pay and Classification Study for an average department wage increase of for the years beginning October 2018, 2019 and 2020.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-60 and ratify the attached I.A.F.F. Bargaining Unit Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-60, RATIFYING A THREE-YEAR AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF HOLLY HILL LOCAL 3470 (I.A.F.F.) OCTOBER 1, 2018 - SEPTEMBER 30, 2021.

ATTACHMENTS:

- IAFF Summary page August 2, 2018 (PDF)
- IAFF Draft 2018-21 August 2, 2018 (PDF)

Resolution (ID # 2179)

Meeting of September 10, 2018

- I.A.F.F. Final pdf September 10, 2018 (PDF)

Resolution No. (ID # 2179)

RESOLUTION 2018-R-60 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF HOLLY HILL, LOCAL 3470, OCTOBER 1, 2018 - SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-60

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS OF HOLLY HILL LOCAL 3470 (I.A.F.F.) OCTOBER 1, 2018 - SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the Professional Firefighters of Holly Hill, Local 3470 (I.A.F.F.) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on August 8, 2018, management was advised that the members of the I.A.F.F. voted unanimously in support of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the International Association of Firefighters Local 3470, as a three-year contract, effective October 1, 2018 and expiring on September 30, 2021.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER,

Resolution (ID # 2179)

Meeting of September 10, 2018

2018.

ARTICLE 1 - UNION RECOGNITION

All Fulltime Firefighter, Driver Engineer, and Lieutenant.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

26 Pay deductions.

ARTICLE 8 - VOTING

Bargaining Unit Members are encouraged to and may vote either before or after their work hours, during lunch or through other options for voting which include early voting and absentee voting.

ARTICLE 13 – LEAVE OF ABSENCE

Deleted

ARTICLE 14 - HOLIDAYS

All holidays, recognized in this Agreement, may be converted to compensatory time instead of being paid, at the Bargaining Unit Member 's option, provided the total allowed accumulation of compensatory time is not exceeded.

Veterans day eliminated and Birthday added.

ARTICLE 15 – VACATION

<u>YEARS</u>		<u>VACATION DAYS EARNED</u>
0 - 4	7.0 shift	168 hours
5 - 9	8.5 shifts	204 hours
10 - 14	10.0 shifts	240 hours
15 - 19	11.5 shifts	276 hours
20 - 24	13.0 shifts	312 hours
25 - 29	14.5 shifts	348 hours
Over 29	16.0 shifts	384 hours

ARTICLE 17 - HOURS OF WORK AND OVERTIME

All accrued compensatory time may be paid out in the first pay period in September.

ARTICLE 18 - WAGES

Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

The pay for Paramedics includes \$1.6500 hourly.

Pay Grade	Position Title	Minimum	Midpoint	Maximum
FIRE				
F-1	Firefighter/EMT	\$11.54	\$15.19	\$18.83
		\$33,604.48	\$44,218.72	
		\$54,832.96		
F-2	Firefighter Driver	\$12.41	\$16.33	\$20.25
		\$36,137.92	\$47,552.96	
		\$58,968.00		
F-3	Fire Lieutenant	\$14.89	\$19.60	\$24.30
		\$43,359.68	\$57,060.64	
		\$70,761.60		

ARTICLE 27 - DISCIPLINARY ACTION

The time to initiate an investigation is 10 working days from the time management is made aware of the violation. Disciplinary action may be taken at the conclusion of the investigation which shall not exceed 10 additional days .

ARTICLE 37 - ENTIRE AGREEMENT

This agreement shall remain in effect for a three-year period beginning October 1, 2018 and continuing through September 30, 2021.

ARTICLE 30 - PERSONNEL RULES AND REGULATIONS

Personnel Rules & Regulations dated 2018

THE CITY OF HOLLY HILL, FLORIDA

AND

I.A.F.F. LOCAL # 3470

October 1, ~~2015-2018~~ – September 30, ~~2018~~2021

Ratified by City Commission: ~~August 9, 2016~~

	INDEX	PAGE
	Cover Page	1
	Index	2-3
	Agreement	4
Article 1	Union Recognition	5
Article 2	Management Rights	6-8
Article 3	Union Representative	9
Article 4	Union Business	10
Article 5	Union Activity	11
Article 6	Union Security and Check-Off	12
Article 7	Bulletin Boards	13
Article 8	Voting	14
Article 9	Strikes	15-16
Article 10	Family and Medical Leave & MILITARY LEAVE	17
Article 11	Jury Duty	18
Article 12	Bereavement Leave	19-20
Article 13	Leave of Absence	21-22
Article 14	Holidays	23
Article 15	Vacation	24-25
Article 16	Sick Leave	26-27
Article 17	Hours of Work and Over Time	28-29
Article 18	Wages	30-31

Article 19	Uniforms and Equipment	32
Article 20	Promotional Vacancies	33
Article 21	Probationary Employees	34
Article 22	Seniority	35-36
Article 23	Physical Examination & Worker's Compensation Benefits	37-38
Article 24	Safety, Health and Physical Fitness	39-40
Article 25	Health Insurance	41
Article 26	Working Out of Classification	42
Article 27	Disciplinary Action	43
Article 28	Grievance and Arbitration Procedure	44-47
Article 29	Education	48
Article 30	Personnel Rules & Regulations	49
Article 31	Personnel Policies, Rules & Regulations	50
Article 32	Shift Exchange	51
Article 33	Firefighters Pension	52
Article 34	Miscellaneous Provision	53
Article 35	Firefighter's Bill of Rights	54
Article 36	Tobacco Use	55
Article 37	Entire Agreement	56
	Signature Page	57

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Holly Hill, hereinafter referred to as the "City" and the ~~Holly Hill~~ Professional Firefighters ~~of Holly Hill Association~~, Local 3470, IAFF, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Union to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Union and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Union understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Union recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

ARTICLE 1

Formatted: Highlight

UNION RECOGNITION

The City recognizes the Union as the exclusive collective bargaining representative for those employees in the following bargaining unit:

Included: All Fulltime Firefighter/EMT, Fire Driver Engineer, Fire Inspector and Lieutenant.

Commented [JB1]: Remove Fire Inspector. Remove before Driver and remove / EMT. Does not match current paramedic designations for all ranks.

Excluded: Fire Chief and all other employees of the City of Holly Hill.

ARTICLE 2

MANAGEMENT RIGHTS

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

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

2.3 Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important rights retained by management, the City shall have the following management rights:

- (a) To determine the size and composition of the work force, including the number or composition of Bargaining Unit Members assigned to any particular operation, or shift ~~or turn;~~
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- (c) To hire, rehire, promote, lay-off and recall Bargaining Unit Members;
- (d) To reward or reprimand, discharge or otherwise discipline a Bargaining Unit Member

Commented [JB2]: What does that mean?

for just cause;

- (e) To evaluate, maintain, and/or improve the efficiency of Bargaining Unit Members;
- (f) To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work;
- (g) To determine the assignment of work;
- (h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations to new facilities;
- (i) To require a Bargaining Unit Member to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
- (j) To determine the location, method, means and personnel by which operations are to be conducted.
- (k) To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked. Provided, that the City will give the Union seven (7) calendar ~~days-noticed~~days' notice of any change;
- (l) To make or change rules, policies and practices not in direct conflict with any provision of this Agreement.
- (m) To assign overtime work.

2.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions with exception to where Florida law specifically requires such bargaining.

2.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any

function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.6 If it is determined by the City that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other extreme ~~whether~~ weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except monetary benefits.

Commented [JB3]: spelling

2.7 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and the Bargaining Unit Member at the discretion of the City may be required to perform duties not within their specific job descriptions.

ARTICLE 3

UNION REPRESENTATIVE

The Employee Organization shall be represented by its President or ~~his~~ designee. It shall be the responsibility of the Union to notify the City in writing of any change of the designation of President or ~~his~~ designee, subsequent to the execution of this Agreement.

A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

It is understood and agreed that any Bargaining Unit Member functioning as a Union representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Fire Chief, City Manager or his designee and only after stating what Association duties are to be performed. If in the opinion of the Fire Chief the above mentioned Bargaining Unit Member is taking unreasonable time to conduct such business the Fire Chief shall have the right to require the Association representative to return immediately to their productive City work.

Bargaining Unit Member

Commented [JB4]: ?????????

ARTICLE 4

UNION BUSINESS

The City will make available time off from work with pay for up to two (2) Union members, which shall include the grievant and witnesses when applicable, designated by the Union to take part in the following activities:

- A. Contract negotiations;
- B. Grievance proceedings and hearings;
- C. Disciplinary proceedings;
- D. Representation of Bargaining Unit Members at grievance of disciplinary hearing
- E. P.E.R.C. proceedings;
- F. Arbitration proceedings;
- G. Contract related court proceedings.

(Note: if any of the above activities can be conducted while the Bargaining Unit Member is on duty (available for response), the City may allow the Bargaining Unit Member to conduct the activity while on duty and suspend the Bargaining Unit Member's non-emergency duty until the activity is concluded for the day.)

The employer will consider other requests from Union representatives for time off to engage in other Union business or activities, on an individual basis, always considering that the needs of the Employer come first. Time off granted for such purposes shall be without pay or by utilizing vacation or using comp time, and the Employer's judgment as to its operating needs at any time may prevail, but such time shall not be unreasonably withheld.

ARTICLE 5

UNION ACTIVITY

Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union Representatives, as designated above, shall be able to talk with Bargaining Unit Members before or after regular working hours or during lunch hours and reduced activity times on designated areas of the property of the City. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, meeting or other activities of the Union on City time.

The City will allow union meetings to be held no more than one per month at Station 96 after 1700 hours. Said meetings are in no way to interrupt the operations of the Fire Department. The Union will also be given up to a maximum of one (1) hour with all new Bargaining Unit Members during the Bargaining Unit Members' forty (40) hour training session for introduction of the union and to address any questions the Bargaining Unit Member may have concerning the Union.

The City retains the right to refuse permission to hold any meeting on City property when the purpose of the meeting is considered to be insubordinate, or inflammatory towards the City, the Fire Department (including their leadership) or any other entity or person.

~~A complete list of accredited representatives shall be furnished to the Public Employer and any changes of these shall be promptly reported in writing to the City.~~

Commented [JB5]: Stated in Article 3

ARTICLE 6

UNION SECURITY AND CHECK-OFF

Upon receipt of a written authorization from a Bargaining Unit Member covered by this Agreement, the City will deduct from the Bargaining Unit Member 's pay the amount owed to the Union by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for ~~twenty-four~~twenty-six (24~~26~~) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized office or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the Public Employer to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the Public Employer will assess a charge of ten cents (\$.10) per Bargaining Unit Member each month in which dues are collected. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within thirty (30) days of remittance receipt or its belief with reasons stated therefore, that the remittance is incorrect.

Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty- (30) ~~days notice~~days' notice to both parties in writing.

Commented [JB6]: Change to 26?

ARTICLE 7**BULLETIN BOARDS**

The Union shall be authorized use of a suitable bulletin board, at an agreed upon location.

The Union agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Union meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

All Union materials placed on the bulletin board shall be signed by the Employee Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials.

All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

ARTICLE 8**VOTING**

~~When the polls are open for early voting prior to the normal election day, it shall also be considered sufficient time for voting.~~ Bargaining Unit Members are encouraged to and may vote either before or after their work hours, during lunch or through other options for voting which include early voting and absentee voting.

Commented [JB7]: Cleaner?

ARTICLE 9

STRIKES

The Union and Bargaining Unit Members shall have no right to instigate, promote, sponsor engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each Bargaining Unit Member who holds a position in the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

The Union, its officers, agents, steward and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the laws by other Bargaining Unit Members, and upon the request of the City, to encourage and direct Bargaining Unit Members violating this Article or the law to return to work, and to disavow the strike publicly.

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all Bargaining Unit Members who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.

The circuit courts of ~~this State~~[Florida](#) shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notices, to suspend this Collective Bargaining Agreement and withdraw recognition from the Union.

ARTICLE 10**FAMILY AND MEDICAL LEAVE & MILITARY LEAVE**

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

Per year is defined as a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

MILITARY LEAVE

The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.

Commented [J88]: Font for entire article

Formatted: Font: (Default) Times New Roman

ARTICLE 11

JURY DUTY

~~Permanent full time~~ Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of court identifying the date and release time. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty.

Commented [JB9]: Not needed

Commented [JB10]: Lots of words

ARTICLE 12

Commented [JB11]: Wordy

BEREAVEMENT LEAVE

The City agrees that when a death occurs in the immediate family of a bargaining unit Bargaining Unit Member that Bargaining Unit Member shall receive two (2) shifts (48 hours) off without loss of pay or benefits. The City agrees that bereavement leave will not be charged against sick leave, vacation, holiday, or accumulated compensatory time for the 48-hour period. This 48 hours of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance. If under extraordinary circumstances the time to use Bereavement Leave needs to be extended, the Fire Chief has the discretion to extend Bereavement Leave up to an additional three (3) months with notice provided during the first three months.

Additionally, should a member of an Bargaining Unit Member's immediate family suffer from a terminal illness or

be placed in hospice care, an Bargaining Unit Member may utilize bereavement leave in advance in order to provide

support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses

bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, comp time leave, etc.).

If the funeral occurs outside of the State of Florida of an immediate family member, the Fire Chief shall have discretion to grant up to 48 additional hours off. The additional 48 hours ~~may will~~ only be charged against sick leave, vacation leave, compensatory time or time off without pay, at the discretion of the Bargaining Unit Member.

The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse,

Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, Step-parents, Step-Children or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the Bargaining Unit Member or the Bargaining Unit Member's spouse.

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation,

personal leave, etc.).

~~Forty (40) hour Bargaining Unit Members shall follow the guidelines from the City of Holly Hill~~

~~Personnel Rules and Regulations, set forth in Section 7 paragraph 7.6.~~

Commented [JB12]: No 40 hour

ARTICLE 13**LEAVE OF ABSENCE**

~~The City Manager may grant a Bargaining Unit Member a leave of absence with or without pay for a period not to exceed twelve (12) months. Failure of any Bargaining Unit Member to return to duty upon expiration of his leave of absence shall constitute the resignation of that Bargaining Unit Member. Holidays, sick leave, vacation leave and any other benefits based on time spent in the employ of the City shall not accrue or be credited during a leave of absence without pay. The Bargaining Unit Member may maintain their health insurance coverage by paying the total cost (Bargaining Unit Member and employer) of their group insurance premium. Longevity increases, merit increases and increases for which a Bargaining Unit Member may become eligible, based on whole or in part on length of service with the City, shall not be credited during any period of leave of absence without pay exceeding thirty (30) calendar days. A Bargaining Unit Member Bargaining Unit Member shall return from leave of absence to the same step or rate of his salary range as at the time of commencement of leave of absence.~~

~~A Bargaining Unit Member covered hereunder may be given educational leave for the purpose of taking courses or attending conferences or seminars directly related to the Bargaining Unit Member's work as determined by the Fire Chief and the City Manager. Requests for such educational leave must be approved in advance by the Fire Chief. The decision to grant or not to grant such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the Fire Chief and the City Manager.~~

~~A Bargaining Unit Member granted educational leave with pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for Bargaining Unit Members on partially compensated or uncompensated educational~~

Formatted: Highlight

Commented [JB13]: Could be devastating

Commented [JB14]: Need a pay code for this

~~leave shall be determined by the City Manager.~~

This Article left blank for future use.

ARTICLE 14

HOLIDAYS

The City agrees to recognize the following as paid holidays for Bargaining Unit Member s: Each holiday is equal to 12 hours from 8:00 am through 8:00 pm..

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

One floating holiday designated by the City Commission

The Bargaining Unit Member who works on the holiday shall be compensated at straight time for the twenty-four (24) hour scheduled shift. In addition, Bargaining Unit Member-s who work on the holiday shall be compensated at the rate of time and one-half for the twelve (12) hour holiday period allowed. The holiday period allowed is defined as the first 12-hours of the shift from 8:00 am – 8:00 pm. Holidays for Bargaining Unit Member-s shall be recognized as the actual holiday.

Bargaining Unit Member-s who do not work on the holiday will be compensated at straight time for the twelve (12) hour holiday period.

No other compensated time such as vacation, etc. may be substituted for the twelve (12) hour holiday period. The holiday period is to be worked or taken off as a holiday. The 12 hour Holiday period cannot be split amongst two Bargaining Unit Members. Up to four (4) All holidays recognized in this Agreement per year may be converted to compensatory time instead of being paid, at the Bargaining Unit Member 's option, provided the total allowed accumulation of compensatory time is not exceeded.

Formatted: Highlight

ARTICLE 15

VACATION

Bargaining Unit Members will accrue vacation hours on a ~~bi-weekly~~, per pay period basis, in accordance with the following schedule, but such leave ~~shall~~ may not be available for use until completion of six (6) months of employment.

Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule:

<u>YEARS</u>		<u>VACATION DAYS EARNED</u>
0 - 4	87 .0 shift	192-168 hours
5 - 9	98 .5 shifts	228-204 hours
10 - 14	1110 .0 shifts	264-240 hours
15 - 19	1211 .5 shifts	300-276 hours
20 - 24	1413 .0 shifts	336-312 hours
25 - 29	1514 .5 shifts	372-348 hours
Over 29	1716 .0 shifts	408-384 hours

The maximum amount of vacation accrual is 1,080 hours for 24-hour shift Bargaining Unit Members.

Scheduling - Seniority shall be the determining factor in the scheduling of vacation time. The Bargaining Unit Member on shift with the most seniority shall have his/her choice of vacation dates. The senior Bargaining Unit Member is not entitled to “bumping” a less senior Bargaining Unit Member if a vacation request has been received and approved by the Fire Chief ~~or Fire Division Chief~~ in advance of a request submitted by the senior Bargaining Unit Member .

Partial shift leave requests for bargaining unit Bargaining Unit Member s shall be governed by the

following. A request for a full shift leave will have preference over a request for a partial shift of leave.

~~Forty (40) hour Bargaining Unit Member s shall follow the guidelines of the City of Holly Hill Personnel Rules and Regulations, Section 7, paragraph 7.1.~~

~~No more than one half of accrued vacation leave may be carried over to a succeeding anniversary year without written approval from both the Fire Chief and the City Manager. Upon termination with the City, Bargaining Unit Member s will be entitled to all accrued vacation leave at the current rate of pay. Failure to utilize vacation will result in loss of accrued time.~~

The City agrees to provide a Safety Day of twenty-four (24) hours which is governed and outlined in the Personnel Rules and Regulations, Section 7.5 regarding usage and accrual. The Safety Day must be used in a full twenty-four (24) hour time frame and cannot be used in increment hours.

Commented [JB15]: No 40 hour bargaining unit exist

Formatted: Highlight

ARTICLE 16

SICK LEAVE

Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of twelve (125.54) hours per ~~month~~ pay period of service cumulative to 1,080 hours. Upon retirement or death, Bargaining Unit Members (or their estate) will be paid for 100 percent of their accumulated sick leave, up to 1,080 hours.

If there is an abuse of sick leave (trend developed, or usage of sick leave as it is earned), the Public Employer may require the Bargaining Unit Member to present medical certification to substantiate any absence.

Any hours accrued after the 1080, will be used from the Bargaining Unit Member's personal account only in the event of a serious illness or injury of the Bargaining Unit Member or the Bargaining Unit Member's immediate family member. A serious illness or injury is defined as a catastrophic physical illness or injury which requires inpatient care at a hospital, hospice or medical facility for three (3) consecutive days or more and requires continued home health care for a period of six (6) weeks or more. All requests for the use of sick leave usage beyond the allotted 1,080 hours must be approved by the ~~Division Chief~~ Fire Chief and City Manager. Bargaining Unit Member s will be required to present a medical certification to substantiate the absence. Bargaining Unit Member s must utilize the maximum accrued sick leave of 1,080 hours, prior to using additional accrued sick leave hours for this purpose.

~~Forty (40) hour Bargaining Unit Member s shall follow the guidelines of the City of Holly Hill Personnel Rules and Regulations, Section 7, paragraph 7.2.~~

Commented [JB16]: delete

Commented [JB17]: delete

Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform their duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as consisting of the Bargaining Unit Member's spouse, children, step-children, parents, or other dependent relative residing with the Bargaining Unit Member on a permanent basis. The definition of immediate family member for this purpose only also extends to a member of the household by which the Bargaining Unit Member has a domestic relationship. This list of applicable household members will be required to be filed with the Human Resources Department.

Effective October 1, 2015 Bargaining Unit Members will no longer participate in the City's Sick Leave Incentive Plan (SLIP)

ARTICLE 17

HOURS OF WORK AND OVERTIME

The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided therein.

The basic work period for bargaining unit employees will consist of a fourteen (14) day cycle. The tour of duty will be 24 hours on and 48 hours off. Hours worked in an amount less than or equal to one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Vacation leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. If no regular hours are worked during a pay cycle, all hours will be paid at straight time and not entitled to overtime compensation. Sick leave, holiday (straight time), personal leave day, and worker's compensation leave shall not count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

For purposes of overtime calculations all state paid incentive pay is not used when determining the hourly rate.

Any employee who is called back to work (after he/she has departed the workplace) for any unscheduled or unplanned events or circumstances shall be paid at the rate of one and one-half for all such hours worked, but in any event shall be guaranteed two hours minimum paid at such rate. This call-back pay can be converted to compensatory time.

Employees will be compensated for the actual hours of attendance when attending a required training

class.

Should a shift employee voluntarily switch shifts with another shift employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation. (Should this be in Article 32?)

All such shift trading must be in accordance with Fire Department Policy concerning shift exchanges. At the discretion of the Fire Chief, (employees eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of one-hundred twenty hours (120 hours). Compensatory time will be earned at one and one-half hours per each hour of overtime worked.

"The 120 hour limit" on accumulation of compensatory time will be monitored. If a ~~Comp Time~~ Earned ~~Card~~ is received with the time sheet, ~~and take~~ the balance of accumulated compensatory time over 120 hours, ~~all of that time on the card~~ will be paid at the overtime rate. ~~All accrued compensatory time may be paid out in the first pay period in September.~~

~~Forty (40) hour employees shall be allowed to accumulate up to and not exceed forty (40) hours of compensatory time. If a comp time earned card is received with the time sheet and take the balance of accumulated compensatory time over forty (40) hours, all of that time on the card will be paid at the overtime rate~~

Commented [JB18]: what is this?

Formatted: Highlight

Formatted: Highlight

Commented [JB19]: 40 hour employee ref

ARTICLE 18

WAGES

~~Effective the first full pay period following October 1, 2015 Bargaining Unit Members hired after January 1, 2009 shall receive a 2.5 % increase to their hourly salary for the fiscal years 2015/16, 2016/17, 2017/18. Bargaining Unit Members hired before January 1, 2009 will receive a wage increase effective the first full pay period according to the as following schedule, October 2015 = 4%, October 2016 = 2.5% and 2017 = 2%. Employees at the maximum of their pay range shall be given a one time lump sum wage increase effective the first full pay period in each of the same years.~~

Commented [JB20]: Remove?

The pay ~~ranges~~ for Paramedics includes \$4,200 annually ~~\$1.650023 hourly, which is calculated in the hourly base rate of pay based upon 2912 hours.~~

Formatted: Not Highlight

Employees who are promoted will receive a salary increase to the minimum of the pay grade ~~elosest~~ in the position classification of which they are promoted to, and will then advance five percent (5%) up to a maximum of a seven and a half (7.5%) percent increase. Bargaining Unit Members who are promoted from Firefighter to Lieutenant will receive a salary increase to the minimum of the Lieutenant's pay grade or a maximum of Ten (10) % whichever is greater.

**CITY OF HOLLY HILL
2012/2013 CLASSIFICATION PLAN
EFFECTIVE OCTOBER 1, 2012
FIRE PERSONNEL**

Commented [JB21]: Remove EMT / Paramedic f

ks

PAY GRADE		SALARY-RANGE	
		MIN	MAX
F1	Firefighter/EMT	\$31,606	\$50,526
F1P	Firefighter/Paramedic	\$35,290	\$56,417
F3	Fire Driver/Engineer/EMT	\$36,123	\$57,747
F3P	Fire Driver Engineer/Paramedic	\$40,578	\$64,870
F4	Fire Lieutenant/EMT	\$41,842	\$66,891
F4P	Fire Lieutenant /Paramedic	\$46,298	\$74,014

Formatted Table

Pay Grade	Position Title	Minimum	Midpoint	Maximum
FIRE				
F-1	Firefighter/EMT	\$11.54	\$15.19	\$18.83
		\$33,604.48	\$44,218.72	\$54,832.96
F-2	Firefighter Driver	\$12.41	\$16.33	\$20.25
		\$36,137.92	\$47,552.96	\$58,968.00
F-3	Fire Lieutenant	\$14.89	\$19.60	\$24.30
		\$43,359.68	\$57,060.64	\$70,761.60

ARTICLE 19

UNIFORMS AND EQUIPMENT

As needed Pants **

T-shirts

Pair of Uniform Boots*

Fire Department Badge

Name Tag

Jacket

Belt

Rain Jacket and Pants

Complete set of Bunker Gear (NFPA approved)

Pair of shorts for physical training

Baseball cap

* The Bargaining Unit Member -must purchase a pair of black uniform boots which must be a style approved by the City. The City will pay the Bargaining Unit Member an allowance of \$120.00 in the first full pay period in October, for ~~this the purchase of~~ one pair of selected boots annually, and one pair of winter gloves and one winter type hat with F.D. insignia, as needed, with approval of the Fire Chief. ~~The purchase shall be annually starting October 2009 and continuing throughout this agreement. The Union shall choose a uniform boot that will coincide with the uniform of the day, with the only color option being black.~~ All boots must be purchased between October 1 and December 31 each year of this agreement.

Commented [JB22]: Rewrite

ARTICLE 20**PROMOTIONAL VACANCIES**

Notice of a promotional vacancy in an existing position filled by a Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards and on the City's website. The Fire Chief shall determine the process to identify qualified candidates and the selection of personnel to fill vacancies.

Any Bargaining Unit Member of the City who has completed his or her probationary period of one year who is interested in filling the vacancy shall apply in writing to be considered for the position in accordance with the posted notice for such position. ~~The Fire Chief shall determine the process to identify qualified candidates and the selection of personnel to fill vacancies.~~

The City agrees that the probationary period shall be six months duration of active duty. Where a probationary Bargaining Unit Member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.

ARTICLE 21**PROBATIONARY EMPLOYEES**

All new members in the Department shall be classified as probationary Bargaining Unit Members for the first three hundred and sixty five (365) calendar days of continuous, uninterrupted employment during which time such Bargaining Unit Member s may be laid-off, disciplined, or discharged at the sole discretion of the City. Probationary Bargaining Unit Member s are not entitled to Union protection. Shorter periods of employment shall not be cumulative.

Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position

ARTICLE 22

SENIORITY

Definition - Seniority shall be defined as a length of employment with the City of Holly Hill itself. Seniority shall be acquired by a full time Bargaining Unit Member after completion of a one (1) year probationary period at which time seniority shall be retroactive to the first day of employment. All newly hired Bargaining Unit Members shall remain in a probationary status until successful completion of the probation period. The probation period shall not exceed one (1) year.

Accumulation - Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave (except leave without pay).

Break in Seniority - Seniority shall be broken when a Bargaining Unit Member (a) is terminated voluntarily, (b) is discharged for just cause, or (c) exceeds an authorized leave of absence.

Retention Register -

A. In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the Bargaining Unit Member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with reinstatement privilege.

B. When ties exist on the retention register, seniority, work performance and attitude shall be used to determine the order of separation.

C. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the

provisions of Article 6.

ARTICLE 23

PHYSICAL EXAMINATION & WORKERS COMPENSATION BENEFITS

A ~~permanent~~ Bargaining Unit Member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440, Workers Compensation.

Commented [JB23]: delete

At the request of the Fire Chief, the City Manager may direct any Bargaining Unit Member covered hereunder to submit to a physical and/or mental examination conducted by a physician. The sole purpose of such examination shall be to determine whether the Bargaining Unit Member has a physical or mental disability which impairs his effectiveness as a firefighter, limits his ability to perform his assigned duties or make his continuation in his job a danger to himself, the public or other department Bargaining Unit Members. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the Bargaining Unit Member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the Bargaining Unit Member to continue with his normal duties, reassign the Bargaining Unit Member to other duties with the City at a rate of pay consistent with the City pay plan or temporarily remove the Bargaining Unit Member from City service. Should the Bargaining Unit Member be temporarily removed from City service during the period of time specified for the correction of his disability, the Bargaining Unit Member may utilize his vacation leave, sick leave or leave without pay for the correctional

period. However, if the Bargaining Unit Member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.

2. If in the opinion of the designated physician, the disability cannot be corrected, the City Manager in consultation with the Fire Chief shall attempt to place the Bargaining Unit Member in another City position which, in the City Manager's discretion, the Bargaining Unit Member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the Bargaining Unit Member or place the Bargaining Unit Member in a position at a rate of pay consistent with the City Pay Plan which, in the City Manager's discretion, need not be filled. If the City Manager determines that the Bargaining Unit Member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the Bargaining Unit Member, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the Bargaining Unit Member from the City's service either through retirement, available under the City retirement system, or through dismissal.

Nothing contained in this Article shall apply to disabilities, which occurred prior to the effective date of this Agreement.

ARTICLE 24

SAFETY, HEALTH AND PHYSICAL FITNESS

I. PURPOSE

As part of its commitment to safeguard the safety, health and physical fitness of its Bargaining Unit Members, to provide a safe place for its employees to work, and to promote physical fitness for its Bargaining Unit Members, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of Bargaining Unit Members. The City further agrees to promote physical fitness by providing time, equipment and educational material and classes whenever practical.

II. SAFETY

All protective devices, wearing apparel and other equipment, all as deemed reasonable and prudent by the City to protect Bargaining Unit Members from injury, shall be provided by the City. Such protective devices, apparel and equipment when provided, must be used. The Union agrees that neglect or failure by a Bargaining Unit Member to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

The fire station, all equipment and apparatus shall be maintained in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause injuries. All Bargaining Unit Member s are to report any and all unsafe conditions to the Fire Chief whenever found, immediately.

The Union may consult with the City's safety ~~representative~~ committee and make

recommendations in safety matters.

III. HEALTH

Each Bargaining Unit Member shall complete an annual physical examination as provided and coordinated by the City. ~~All costs associated with the physical examination shall be the responsibility of the Bargaining Unit Member. Each must provide proof that a physical examination has been completed by a certified medical physician no later than September 30th of each contract year. The City will subscribe to health and fitness publications, which shall be made available to the Bargaining Unit Member s on duty. Such publications shall remain the property of the City and shall be maintained at the fire station. These publications shall be used by the Bargaining Unit Member s to better understand the benefits of proper health, diet and general physical fitness.~~

Formatted: Highlight

Commented [JB24]: ?????

Formatted: Highlight

Commented [JB25]: ?????

IV. PHYSICAL FITNESS

The City shall provide at least sixty (60) minutes each shift for every Bargaining Unit Member to participate in a physical fitness exercise of their choice. Such exercise is required and should be of a nature to improve the individual physical fitness of the Bargaining Unit Member. Such exercises shall consist of, but not be limited to one or more of the following: walking, running, aerobic calisthenics, nautilus, non-competitive basketball, non-competitive tennis and non-competitive racquetball. ~~Bargaining Unit Member s may use the pool for swimming exercises, nautilus training equipment, basketball, tennis and racquetball courts at the City's gymnasium.~~ In the event that the amount of emergency calls for the shift are extreme or the shift has training that is physically demanding, the physical fitness time for the shift shall be suspended at the discretion of the shift commander.

ARTICLE 25
HEALTH INSURANCE

The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.
- c). The City agrees to maintain a term life insurance policy for each Bargaining Unit Member covered by this Agreement equal to the Bargaining Unit Member's annual base salary up to \$50,000.00. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.
- d) The City will pay \$5,000.00 toward the funeral and burial expense of any Firefighter of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which Bargaining Unit Member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

ARTICLE 26

WORKING OUT OF CLASSIFICATION

A Bargaining Unit Member who works out of his or her classification for at least one full 24-hour shift in a classification which pays a higher rate than that of his or her own classification, shall be entitled to a five (5%) increase in pay during the period of such temporary assignment. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification. Out-of-class pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

The City may select any Bargaining Unit Member from a lower classification to temporarily fill a higher classification position.

A Bargaining Unit Member who is temporarily assigned to a position of higher rank for a period of more than thirty (30) calendar days shall be entitled to a five (5%) increase or be paid the minimum of the position, whichever is greater, to the salary pertaining to that rank or position for the period of time the Bargaining Unit Member is so assigned.

Commented [JB26]: Clarify as to use which is greater

If the Bargaining Unit Member selected for a temporary position is not selected to the permanent position, this Bargaining Unit Member shall be returned to his previous classification and pay rate.

ARTICLE 27**DISCIPLINARY ACTION**

In the event a Bargaining Unit Member is discharged, suspended or demoted, the City agrees that they shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

Upon request, a Bargaining Unit Member may obtain a copy of any statement which they personally have given to the City or the department in connection with any investigation based upon which disciplinary action can or will be taken against the Bargaining Unit Member. At the time of such request, the Bargaining Unit Member shall be required to pay all costs relating to the copy of their statement.

In the event a Bargaining Unit Member becomes the subject of the formal departmental or City investigation arising from a citizen complaint or allegation, the department or the City, whichever is appropriate, shall notify the Bargaining Unit Member of the disposition of the complaint upon the conclusion of the formal investigation.

No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

The time to initiate an investigation is 10 working days from the time management is made aware of the violation. Disciplinary action may be taken at the conclusion of the investigation which shall not exceed 10 additional days .

ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Disciplinary actions that can be grieved are limited to – suspensions, demotions and terminations.

Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process:

Step 1. The grievant or the Union shall present in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. (Working days are defined as Monday through Friday). The grievant or the supervisor may request that a Union Steward or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this

meeting by a Local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date.

Step 3. If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The City Manager or his or her designee shall notify the grievant in writing of his or her decision not later than ten (10) working days following the meeting date.

Step 4. If a grievance as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the American Arbitration Association with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator. It should be noted that nothing contained in this Article shall prevent any Bargaining Unit Member covered by this Agreement from processing his or her own grievance unassisted through this grievance procedure.

The arbitration shall be conducted under the rules of the American Arbitration Association subject to the following:

- a. The arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Agreement;
- b. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a

grievance as defined in this Article, or which is not specifically covered by this Agreement;

- d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
- e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, and shall be final and binding upon both parties; however, either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. If the Court determines that an appeal was completely frivolous and taken in bad faith, it may assess the costs of the appeal against the losing party.
- f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

The time indicated on all steps may be extended by mutual agreement in writing.

When a grievance is reduced to writing there shall be set forth;

- 1. A complete statement of the grievance and facts upon which it is based.
- 2. The section or sections of this Agreement claim to have violated; and
- 3. The remedy or correction requested.

A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given.

Failure on the part of the City to answer within the time limit set forth in any step will entitle the

Bargaining Unit Member to proceed to the next step.

The settlement of any grievance resulting in retroactive adjustment shall be limited to the five (5) working days prior to filing the grievance in Step 1.

ARTICLE 29

EDUCATION

When the best interest of the City is served by seminars, or classes, the Fire Chief may recommend to the City Manager that the City bear the cost of text books and tuition required in accordance with the City's educational reimbursement policy, a copy of same being attached hereto and incorporated by reference. The Fire Chief has the authority to approve any course in accordance with the guidelines as set forth in Section 8.2, Educational Reimbursement, of the Personnel Rules and Regulations, dated for probationary and permanent, full-time Bargaining Unit Members. The total cost shall not exceed \$1,200 per fiscal year for each Bargaining Unit Member. Final approval must be granted by the City Manager.

Lieutenants: The City shall provide training for in-state conferences to provide continuing education for either EMS or Fire Science related classes or seminars, not to exceed \$1,200.00 per employee per year during the first, second and third year of this contract. This shall be education above and beyond normal recertification classes that are needed to maintain current levels of certification. Each officer shall rotate the year of training. Example: 2012/2013 – A Shift ~~Captain~~ Lieutenant, 2013/2014 – B and 2020/2021 C Shift ~~Captain-Lieutenant~~ and 2014/2015 – full-time Captain of Fire Prevention.

Commented [JB27]: Lieutenant

Each eligible employee may switch year of attending training, working schedule around their own recertification due date.

All portions of this article can be restricted due to budgetary constraints as determined by the City Manager.

ARTICLE 30

Formatted: Highlight

PERSONNEL RULES AND REGULATIONS

Unless specifically addressed in this Contract, the City of Holly Hill Personnel Rules and Regulations, ~~dated 2018,~~ shall govern the hiring, promotion, and termination of Bargaining Unit Members. The City of Holly Hill Personnel Rules and Regulations, dated, and any amendments as adopted by the City Commission, shall also govern the Drug Free Workplace Policy. -However, the grievance procedure set forth in the Civil Service Act and Civil Service Ordinance shall not apply to this bargaining unit contract. The City and the Union agree that Article 27 of this contract defines the grievance and arbitration procedure to be utilized by Bargaining Unit Members.

ARTICLE 31

PERSONNEL POLICIES, RULES & REGULATIONS

Except as modified by a specific provision of this Agreement, and Holly Hill Fire Department administrative or operations manuals and any amendments or modification thereto shall govern the Bargaining Unit Members covered hereunder. Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules & Regulations, and/or Standard Operating Procedures, and/or Standard Operating Guidelines, and/or the General Order manual, it shall e-mail, in pdf format, a copy of such amendment or modification to the Union at least ten (10) days prior to the proposed date. If the Union contends said change is subject to collective bargaining, the Union shall notify the City by e-mail. If the City agrees with the Union's contention, collective bargaining regarding said change shall begin as soon as reasonably possible. If the City disagrees with the Union's contention, the City shall implement said change without collective bargaining and the Union shall have the right to file a grievance or unfair labor practice claim against the City if so desired. The Union has all rights to the grievance procedures and other state or federal laws in resolving disputes as to contested changes.

Amendments, revisions or modification of rules, regulations, SOP's, SOG's, General Orders or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed upon by the parties.

The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety-six (96) hours after posting.

ARTICLE 32
SHIFT EXCHANGE

The City agrees to shift exchanges being granted upon approval by the Shift Officers involved. Final approval shall be from the Fire Chief. ~~All shift exchanges will be completed within thirty (30) days of the date of the primary exchange and will be repaid in exact hours unless authorized by the Fire Chief.~~

Formatted: Highlight

Formatted: Strikethrough, Highlight

Formatted: Strikethrough

ARTICLE 33

FIREFIGHTERS PENSION

The provisions and guidelines are set forth in Ordinance Number 2788 which was adopted by City Commission on December 12, 2006. The changes to the Firefighters' Pension listed below will become effective on October 1, 2009:

Sec. 42-83. Benefit amounts and eligibility.

- (g). Supplemental retirement benefit. Each retiree, not including DROP participants shall receive a monthly retiree supplemental retirement payment equal to the number of years of credited service completed at the time of the member's retirement, not including years in the DROP, multiplied by \$19.00, of which shall commence as of the date upon which such member commences retirement, and which shall continue thereafter until the first day of the month next following the member's attainment of "retirement age", as such term is defined by 42 U.S.C. Section 416(L).
- (h). Deferred retirement option program.
 - (8) Maximum participation: A member may participate in the DROP for a maximum of five years (60 months). At the conclusion of the five years, the member's city employment shall be terminated due to retirement, pursuant to this section.

Sec. 42-85. Contributions

- (a). Member contributions.
 - (1). Amount. Effective October 1, 2015, each member of the Firefighter Pension System shall be required to make regular contributions to the fund in the amount of seven (7) percent of his/her salary.

ARTICLE 34**MISCELLANEOUS PROVISION**

1. If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.
2. All appendices and amendments of this Contract shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Contract.
3. All rights, privileges, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this agreement, and which are not reserved by the City under management rights or included in the City's SOP, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.
4. The agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 35**FIREFIGHTER'S BILL OF RIGHTS**

The City and the Union agree to abide by the Firefighter's Bill of Rights, Florida Statutes, Section 112.80.

ARTICLE 36**TOBACCO USE**

36.1 All Bargaining Unit Member s are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining Unit Member s will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.

36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense. For the purpose of Article 36, "Smoking" means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of ~~an~~ electronic cigarette or any other device intended to simulate lighted tobacco use.

"Tobacco products" means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobacco products like orbs (dissolvable ~~tobacco~~ pellets tobacco pellets), sticks, and strips or any other forms of ignitable or smokeless tobacco.

Commented [JB28]: Format paragraphs

Formatted: Indent: Left: 0"

Formatted: Left

Formatted: Left

ARTICLE 37

ENTIRE AGREEMENT

Formatted: Highlight

This agreement shall remain in effect for a three-year period beginning October 1, ~~2015-2018~~ and continuing through September 30, ~~2018~~2021. ~~Either party shall have the right to request to open Article 18 Wages and one (1) other opener during the second and third year of the contract. Either party must notify the other party by written notice no later than February 1 to renegotiate for the proceeding contract period. In the event that no such notice is given, negotiations shall begin no later than March 1.~~

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on this 10th day of October, 2014.

FOR: International Association of Firefighters (I.A.F.F.) Local #3470 FOR: City of Holly Hill, Florida

Kyle Zimmerman, President

John Penny, Mayor

Glenn Olson, Vice President

Joseph Forte, City Manager

Brandon Davis, Secretary

Jim Bland, Fire Chief

Diane Cole, Human Resources Manager

EXHIBIT "A"

Formatted: Centered

<u>Last Name</u>	<u>First Name</u>	<u>Current Hourly Rate</u>	<u>Grade</u>	<u>Proposed Rate 10/1/17</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>
DAVIS	BRANDON	\$ 13.36	F2	\$ 14.18	\$ 13.96	\$ 14.56	\$ 15.16
SIEGEL	AARON	\$ 13.30	F2	\$ 13.57	\$ 13.70	\$ 14.10	\$ 14.50
OLSON	GLENN	\$ 14.48	F2	\$ 15.16	\$ 15.06	\$ 15.63	\$ 16.21
MACCIO	THOMAS	\$ 21.72	F3	\$ 23.76	\$ 22.95	\$ 24.17	\$ 25.40
SEJNOWSKI	THOMAS	\$ 16.41	F3	\$ 17.02	\$ 17.00	\$ 17.60	\$ 18.19
BRIDGER	WILLIAM	\$ 19.83	F3	\$ 18.19	\$ 19.83	\$ 19.83	\$ 19.83
ALEVISATOS	SPENCER	\$ 10.85	F1	\$ 11.80	\$ 11.44	\$ 12.02	\$ 12.61
RAMOS	DAKOTA	\$ 11.40	F1	\$ 12.34	\$ 12.00	\$ 12.59	\$ 13.19
ZIMMERMAN	KYLE	\$ 12.41	F1	\$ 13.48	\$ 13.08	\$ 13.75	\$ 14.42
MATRANGA	PETER	\$ 13.69	F1	\$ 15.41	\$ 14.62	\$ 15.54	\$ 16.47
KIMMY	WILLIAM	\$ 15.91	F1	\$ 15.76	\$ 16.22	\$ 16.54	\$ 16.85
KOFFMAN	JUSTIN	\$ 10.85	F1	\$ 11.54	\$ 11.35	\$ 11.84	\$ 12.34

THE CITY OF HOLLY HILL, FLORIDA

AND

I.A.F.F. LOCAL # 3470

October 1, 2018 – September 30, 2021

Ratified by City Commission:



	INDEX	PAGE
	Cover Page	1
	Index	2-3
	Agreement	4
Article 1	Union Recognition	5
Article 2	Management Rights	6-8
Article 3	Union Representative	9
Article 4	Union Business	10
Article 5	Union Activity	11
Article 6	Union Security and Check-Off	12
Article 7	Bulletin Boards	13
Article 8	Voting	14
Article 9	Strikes	15-16
Article 10	Family and Medical Leave & MILITARY LEAVE	17
Article 11	Jury Duty	18
Article 12	Bereavement Leave	19-20
Article 13	Leave of Absence	21
Article 14	Holidays	22
Article 15	Vacation	23-24
Article 16	Sick Leave	25-26
Article 17	Hours of Work and Over Time	27-28

Article 18	Wages	29-30
Article 19	Uniforms and Equipment	31
Article 20	Promotional Vacancies	32
Article 21	Probationary Employees	33
Article 22	Seniority	34
Article 23	Physical Examination & Worker's Compensation Benefits	35-36
Article 24	Safety, Health and Physical Fitness	37-38
Article 25	Health Insurance	39
Article 26	Working Out of Classification	40
Article 27	Disciplinary Action	41
Article 28	Grievance and Arbitration Procedure	42-45
Article 29	Education	46
Article 30	Personnel Rules & Regulations	47
Article 31	Personnel Policies, Rules & Regulations	48
Article 32	Shift Exchange	49
Article 33	Firefighters Pension	50
Article 34	Miscellaneous Provision	51
Article 35	Firefighter's Bill of Rights	52
Article 36	Tobacco Use	53
Article 37	Entire Agreement	54
	Signature Page	55



AGREEMENT

THIS AGREEMENT is entered into by and between the City of Holly Hill, hereinafter referred to as the "City" and the Professional Firefighters of Holly Hill, Local 3470, IAFF, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Union to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Union and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Union understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Union recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:



ARTICLE 1

UNION RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for those employees in the following bargaining unit:

Included: All Fulltime Firefighter, Driver Engineer, Lieutenant.

Excluded: Fire Chief and all other employees of the City of Holly Hill.



ARTICLE 2

MANAGEMENT RIGHTS

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

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

2.3 Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important rights retained by management, the City shall have the following management rights:

- (a) To determine the size and composition of the work force, including the number or composition of Bargaining Unit Members assigned to any particular operation or shift
- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- (c) To hire, rehire, promote, lay-off and recall Bargaining Unit Members;
- (d) To reward or reprimand, discharge or otherwise discipline a Bargaining Unit Member



for just cause;

- (e) To evaluate, maintain, and/or improve the efficiency of Bargaining Unit Members;
- (f) To create, abolish, or change job classifications and to determine job content and minimum qualifications for job classifications, and the amount and type of work;
- (g) To determine the assignment of work;
- (h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations to new facilities;
- (i) To require a Bargaining Unit Member to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
- (j) To determine the location, method, means and personnel by which operations are to be conducted.
- (k) To determine work schedules, work cycles, starting and quitting times, and the number of hours and shifts to be worked. Provided, that the City will give the Union seven (7) calendar days' notice of any change;
- (l) To make or change rules, policies and practices not in direct conflict with any provision of this Agreement.
- (m) To assign overtime work.

2.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions with exception to where Florida law specifically requires such bargaining.



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

2.6 If it is determined by the City that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other extreme weather conditions, or similar catastrophes the provisions of this Agreement may be suspended during the time of the declared emergency except monetary benefits.

2.7 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and the Bargaining Unit Member at the discretion of the City may be required to perform duties not within their specific job descriptions.



ARTICLE 3

UNION REPRESENTATIVE

3.1 The Employee Organization shall be represented by its President or designee. It shall be the responsibility of the Union to notify the City in writing of any change of the designation of President or designee, subsequent to the execution of this Agreement.

A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

It is understood and agreed that any Bargaining Unit Member functioning as a Union representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Fire Chief, City Manager or his designee and only after stating what Association duties are to be performed. If in the opinion of the Fire Chief the above mentioned Bargaining Unit Member is taking unreasonable time to conduct such business the Fire Chief shall have the right to require the Association representative to return immediately to their productive City work.



ARTICLE 4

UNION BUSINESS

4.1 The City will make available time off from work with pay for up to two (2) Union members, which shall include the grievant and witnesses when applicable, designated by the Union to take part in the following activities:

- A. Contract negotiations;
- B. Grievance proceedings and hearings;
- C. Disciplinary proceedings;
- D. Representation of Bargaining Unit Members at grievance or disciplinary hearing
- E. P.E.R.C. proceedings;
- F. Arbitration proceedings;
- G. Contract related court proceedings.

(Note: if any of the above activities can be conducted while the Bargaining Unit Member is on duty (available for response), the City may allow the Bargaining Unit Member to conduct the activity while on duty and suspend the Bargaining Unit Member's non-emergency duty until the activity is concluded for the day.)

The employer will consider other requests from Union representatives for time off to engage in other Union business or activities, on an individual basis, always considering that the needs of the Employer come first. Time off granted for such purposes shall be without pay or by utilizing vacation or using comp time, and the Employer's judgment as to its operating needs at any time may prevail, but such time shall not be unreasonably withheld.



ARTICLE 5

UNION ACTIVITY

5.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union Representatives, as designated above, shall be able to talk with Bargaining Unit Members before or after regular working hours or during lunch hours and reduced activity times on designated areas of the property of the City. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, meeting or other activities of the Union on City time.

The City will allow union meetings to be held no more than one per month at Station 96 after 1700 hours. Said meetings are in no way to interrupt the operations of the Fire Department. The Union will also be given up to a maximum of one (1) hour with all new Bargaining Unit Members during the Bargaining Unit Members' forty (40) hour training session for introduction of the union and to address any questions the Bargaining Unit Member may have concerning the Union.

The City retains the right to refuse permission to hold any meeting on City property when the purpose of the meeting is considered to be insubordinate, or inflammatory towards the City, the Fire Department (including their leadership) or any other entity or person.

() ()

ARTICLE 6

UNION SECURITY AND CHECK-OFF

6.1 Upon receipt of a written authorization from a Bargaining Unit Member covered by this Agreement, the City will deduct from the Bargaining Unit Member 's pay the amount owed to the Union by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for twenty-six (26) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized office or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the Public Employer to make the necessary technical and administrative payroll changes and program adjustments.

It is understood and agreed that the Public Employer will assess a charge of ten cents (\$.10) per Bargaining Unit Member each month in which dues are collected. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within thirty (30) days of remittance receipt or its belief with reasons stated therefore, that the remittance is incorrect.

6.2 Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty- (30) days' notice to both parties in writing.



ARTICLE 7

BULLETIN BOARDS

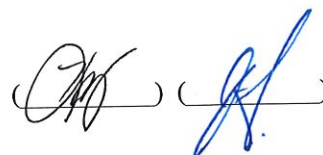
7.1 The Union shall be authorized use of a suitable bulletin board, at an agreed upon location.

The Union agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Union meetings
2. Union elections
3. Reports of Union committees
4. Recreational and social affairs of the Union

All Union materials placed on the bulletin board shall be signed by the Employee Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials.

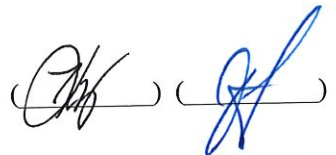
All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.



ARTICLE 8

VOTING

8.1 Bargaining Unit Members are encouraged to and may vote either before or after their work hours, during lunch or through other options for voting which include early voting and absentee voting.



ARTICLE 9

STRIKES

9.1 The Union and Bargaining Unit Members shall have no right to instigate, promote, sponsor engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each Bargaining Unit Member who holds a position in the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

The Union, its officers, agents, steward and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the laws by other Bargaining Unit Members, and upon the request of the City, to encourage and direct Bargaining Unit Members violating this Article or the law to return to work, and to disavow the strike publicly.

9.2 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all Bargaining Unit Members who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.

The circuit courts of Florida shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.



9.3 For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance, or policy or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notices, to suspend this Collective Bargaining Agreement and withdraw recognition from the Union.



ARTICLE 10

FAMILY AND MEDICAL LEAVE & MILITARY LEAVE

10.1 The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

Per year is defined as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

MILITARY LEAVE

10.2 The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.



ARTICLE 11**JURY DUTY**

11.1 Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of court identifying the date and release time. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty.



ARTICLE 12

BEREAVEMENT LEAVE

12.1 The City agrees that when a death occurs in the immediate family of a bargaining unit Bargaining Unit Member that Bargaining Unit Member shall receive two (2) shifts (48 hours) off without loss of pay or benefits. The City agrees that bereavement leave will not be charged against sick leave, vacation, holiday, or accumulated compensatory time for the 48-hour period. This 48 hours of bereavement leave expires 3 months after the date of death. The 3 month period for use of bereavement affords the opportunity for family members to travel to a central location for purposes of a memorial or other service of remembrance. If under extraordinary circumstances the time to use Bereavement Leave needs to be extended, the Fire Chief has the discretion to extend Bereavement Leave up to an additional three (3) months with notice provided during the first three months. Additionally, should a member of an Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, an Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, comp time leave, etc.).

12.2 If the funeral occurs outside of the State of Florida of an immediate family member, the Fire Chief shall have discretion to grant up to 48 additional hours off. The additional 48 hours will only be charged against sick leave, vacation leave, compensatory time or time off without pay, at the discretion of the Bargaining Unit Member.

12.3 The City agrees that the immediate family as cited above shall be defined as Father, Mother,

Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, Step-parents, Step-Children or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the Bargaining Unit Member or the Bargaining Unit Member 's spouse.

12.4 Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member 's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).



ARTICLE 13

This Article left blank for future use.

() ()

ARTICLE 14

HOLIDAYS

14.1 The City agrees to recognize the following as paid holidays for Bargaining Unit Member s: Each holiday is equal to 12 hours from 7:00 am through 7:00 pm..

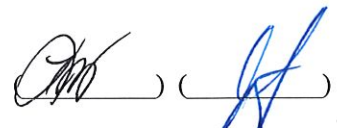
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Veterans Day
Martin Luther King Day	Labor Day

One floating holiday designated by the City Commission

14.2 The Bargaining Unit Member who works on the holiday shall be compensated at straight time for the twenty-four (24) hour scheduled shift. In addition, Bargaining Unit Members who work on the holiday shall be compensated at the rate of time and one-half for the twelve (12) hour holiday period allowed. The holiday period allowed is defined as the first 12-hours of the shift from 7:00 am – 7:00 pm. Holidays for Bargaining Unit Member's shall be recognized as the actual holiday.

Bargaining Unit Members who do not work on the holiday will be compensated at straight time for the twelve (12) hour holiday period.

14.3 No other compensated time such as vacation, etc. may be substituted for the twelve (12) hour holiday period. The holiday period is to be worked or taken off as a holiday. The 12 hour Holiday period cannot be split amongst two Bargaining Unit Members. All holidays recognized in this Agreement may be converted to compensatory time instead of being paid, at the Bargaining Unit Member 's option, provided the total allowed accumulation of compensatory time is not exceeded.



ARTICLE 15

VACATION

15.1 Bargaining Unit Members will accrue vacation hours on a per pay period basis, in accordance with the following schedule, but such leave may not be available for use until completion of six (6) months of employment.

Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule:

<u>YEARS</u>		<u>VACATION DAYS EARNED</u>
0 - 4	7.0 shift	168 hours
5 - 9	8.5 shifts	204 hours
10 - 14	10.0 shifts	240 hours
15 - 19	11.5 shifts	276 hours
20 - 24	13.0 shifts	312 hours
25 - 29	14.5 shifts	348 hours
Over 29	16.0 shifts	384 hours

15.2 The maximum amount of vacation accrual is 1,080 hours for 24-hour shift Bargaining Unit Members.

15.3 Scheduling - Seniority shall be the determining factor in the scheduling of vacation time. The Bargaining Unit Member on shift with the most seniority shall have his/her choice of vacation dates. The senior Bargaining Unit Member is not entitled to "bumping" a less senior Bargaining Unit Member if a vacation request has been received and approved by the Fire Chief in advance of a

() ()

request submitted by the senior Bargaining Unit Member .

Partial shift leave requests for bargaining unit Bargaining Unit Member s shall be governed by the following. A request for a full shift leave will have preference over a request for a partial shift of leave.

15.4 All eligible Bargaining Unit Members shall receive one (1) additional day of annual leave (to be termed a Safety Day) consisting of a twenty-four (24) hours, provided the Bargaining Unit Member has experienced no work related injury in the previous fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by Bargaining Unit Members employee's Supervisor. No loss of time is defined as taking one day or more off due to an on the job injury.




ARTICLE 16

SICK LEAVE

16.1 Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of twelve (5.54) hours per pay period of service cumulative to 1,080 hours. Upon retirement or death, Bargaining Unit Members (or their estate) will be paid for 100 percent of their accumulated sick leave, up to 1,080 hours.

16.2 If there is an abuse of sick leave (trend developed, or usage of sick leave as it is earned), the Public Employer may require the Bargaining Unit Member to present medical certification to substantiate any absence.

16.3 Any hours accrued after the 1080, will be used from the Bargaining Unit Member's personal account only in the event of a serious illness or injury of the Bargaining Unit Member or the Bargaining Unit Member's immediate family member. A serious illness or injury is defined as a catastrophic physical illness or injury which requires inpatient care at a hospital, hospice or medical facility for three (3) consecutive days or more and requires continued home health care for a period of six (6) weeks or more. All requests for the use of sick leave usage beyond the allotted 1,080 hours must be approved by the Fire Chief and City Manager. Bargaining Unit Members will be required to present a medical certification to substantiate the absence. Bargaining Unit Members must utilize the maximum accrued sick leave of 1,080 hours, prior to using additional accrued sick leave hours for this purpose.



16.4 Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform their duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as consisting of the Bargaining Unit Member's spouse, children, step-children, parents, or other dependent relative residing with the Bargaining Unit Member on a permanent basis. The definition of immediate family member for this purpose only also extends to a member of the household by which the Bargaining Unit Member has a domestic relationship. This list of applicable household members will be required to be filed with the Human Resources Department.

16.5 Effective October 1, 2015 Bargaining Unit Members will no longer participate in the City's Sick Leave Incentive Plan (SLIP)



ARTICLE 17

HOURS OF WORK AND OVERTIME

17.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided therein.

The basic work period for bargaining unit employees will consist of a fourteen (14) day cycle. The tour of duty will be 24 hours on and 48 hours off. Hours worked in an amount less than or equal to one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the regular hourly rate of pay. Hours worked in excess of one hundred six (106) in a fourteen (14) day work period which are assigned by the City shall be compensated at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Vacation leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. If no regular hours are worked during a pay cycle, all hours will be paid at straight time and not entitled to overtime compensation. Sick leave, holiday (straight time), personal leave day, and worker's compensation leave shall not count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes. For purposes of overtime calculations all state paid incentive pay is not used when determining the hourly rate.

17.2 Any employee who is called back to work (after he/she has departed the workplace) for any unscheduled or unplanned events or circumstances shall be paid at the rate of one and one-half for all such hours worked, but in any event shall be guaranteed two hours minimum paid at such rate. This call-back pay can be converted to compensatory time.

Employees will be compensated for the actual hours of attendance when attending a required training class.

17.3 Should a shift employee voluntarily switch shifts with another shift employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation.

17.4 All such shift trading must be in accordance with Fire Department Policy concerning shift exchanges. All accrued compensatory time will be paid out in the first pay period in September.

17.5 At the discretion of the Fire Chief, (employees eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of one-hundred twenty hours (120-hours). Compensatory time will be earned at one and one-half hours per each hour of overtime worked. "The 120 hour limit" on accumulation of compensatory time will be monitored. If Comp Time Earned is received with the time sheet, the balance of accumulated compensatory time over 120 hours will be paid at the overtime rate. All accrued compensatory time may be paid out in the first pay period in September.



ARTICLE 18

WAGES

18.1 Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. This agreement provides for a base wage increase in the amount of 2.25% plus a wage adjust according to the results of the Evergreen Report. Exhibit "A" is the determining document which established the increase for each individual employee for the term of this contract. Employees at the maximum of their pay range shall receive a one-time lump sum payment effective the October 1st in each year of this agreement in the amount of 2.25% increase multiplied by their annual salary of each respective year.

18.2 The pay for Paramedics includes \$1.65003 hourly.

18.3 Employees who are promoted will receive a salary increase to the minimum of the pay grade closest in the position classification of which they are promoted to, and will then advance five percent (5%) up to a maximum of a seven and a half (7.5%) percent increase. Bargaining Unit Members who are promoted from Firefighter to Lieutenant will receive a salary increase to the minimum of the Lieutenant's pay grade or a maximum of Ten (10) % whichever is greater.



**CITY OF HOLLY HILL
2012/2013 CLASSIFICATION PLAN
EFFECTIVE OCTOBER 1, 2012
FIRE PERSONNEL**

Pay Grade	Position Title	Minimum	Midpoint	Maximum
FIRE				
F-1	Firefighter	\$11.54 \$33,604.48	\$15.19 \$44,218.72	\$18.83 \$54,832.96
F-2	Firefighter Driver	\$12.41 \$36,137.92	\$16.33 \$47,552.96	\$20.25 \$58,968.00
F-3	Fire Lieutenant	\$14.89 \$43,359.68	\$19.60 \$57,060.64	\$24.30 \$70,761.60

For the term of this Agreement:

Maximum equal to raise given but no greater than the annual Southern Area CPI.

*All new employees hired between October 1, 2018 and September 30, 2020 will be paid at the entry level of the 2015-2018 pay scale and modified to meet the Evergreen recommendation then smoothed out over the remaining period of the contract. This is to prevent any new employee from earning

() ()

more than an existing employee during this wage transition period.

() ()

ARTICLE 19

UNIFORMS AND EQUIPMENT

As needed Pants **

T-shirts

Pair of Uniform Boots*

Fire Department Badge

Name Tag

Jacket

Belt

Rain Jacket and Pants

Complete set of Bunker Gear (NFPA approved)

Pair of shorts for physical training

Baseball cap

19.1 The Bargaining Unit Member must purchase a pair of black uniform boots which must be a style approved by the City. The City will pay the Bargaining Unit Member an allowance of \$120.00 in the first full pay period in October, for the purchase of one pair of selected boots annually, and one pair of winter gloves and one winter type hat with F.D. insignia, as needed, with approval of the Fire Chief. All boots must be purchased between October 1 and December 31 each year of this agreement.

ARTICLE 20

PROMOTIONAL VACANCIES

20.1 Notice of a promotional vacancy in an existing position filled by a Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards and on the City's website. The Fire Chief shall determine the process to identify qualified candidates and the selection of personnel to fill vacancies.

20.2 Any Bargaining Unit Member of the City who has completed his or her probationary period of one year who is interested in filling the vacancy shall apply in writing to be considered for the position in accordance with the posted notice for such position.

The City agrees that the probationary period shall be six months duration of active duty. Where a probationary Bargaining Unit Member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.



ARTICLE 21

PROBATIONARY EMPLOYEES

21.1 All new members in the Department shall be classified as probationary Bargaining Unit Members for the first three hundred and sixty five (365) calendar days of continuous, uninterrupted employment during which time such Bargaining Unit Member s may be laid-off, disciplined, or discharged at the sole discretion of the City. Probationary Bargaining Unit Member s are not entitled to Union protection. Shorter periods of employment shall not be cumulative.

21.2 Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position

ARTICLE 22

SENIORITY

22.1 Definition - Seniority shall be defined as a length of employment with the City of Holly Hill itself. Seniority shall be acquired by a full time Bargaining Unit Member after completion of a one (1) year probationary period at which time seniority shall be retroactive to the first day of employment. All newly hired Bargaining Unit Members shall remain in a probationary status until successful completion of the probation period. The probation period shall not exceed one (1) year.

Accumulation - Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave (except leave without pay).

Break in Seniority - Seniority shall be broken when a Bargaining Unit Member (a) is terminated voluntarily, (b) is discharged for just cause, or (c) exceeds an authorized leave of absence.

Retention Register - A. In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the Bargaining Unit Member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with reinstatement privilege.

B. When ties exist on the retention register, seniority, work performance and attitude shall be used to determine the order of separation.

C. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority, subject to the provisions of Article 6.



ARTICLE 23

PHYSICAL EXAMINATION & WORKERS COMPENSATION BENEFITS

23.1 A Bargaining Unit Member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440, Workers Compensation.

At the request of the Fire Chief, the City Manager may direct any Bargaining Unit Member covered hereunder to submit to a physical and/or mental examination conducted by a physician. The sole purpose of such examination shall be to determine whether the Bargaining Unit Member has a physical or mental disability which impairs his effectiveness as a firefighter, limits his ability to perform his assigned duties or make his continuation in his job a danger to himself, the public or other department Bargaining Unit Members. In the event the City Manager, in consultation with the Fire Chief and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the Bargaining Unit Member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Fire Chief, the City Manager, in his discretion, may permit the Bargaining Unit Member to continue with his normal duties, reassign the Bargaining Unit Member to other duties with the City at a rate of pay consistent with the City pay plan or temporarily remove the Bargaining Unit Member from City service. Should the Bargaining Unit Member be temporarily removed from City service during the period of time specified for the correction of his disability, the Bargaining Unit Member may utilize his vacation leave, sick leave or leave without pay for the correctional period. However, if the Bargaining Unit Member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.



23.2 If in the opinion of the designated physician, the disability cannot be corrected, the City Manager in consultation with the Fire Chief shall attempt to place the Bargaining Unit Member in another City position which, in the City Manager's discretion, the Bargaining Unit Member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the Bargaining Unit Member or place the Bargaining Unit Member in a position at a rate of pay consistent with the City Pay Plan which, in the City Manager's discretion, need not be filled. If the City Manager determines that the Bargaining Unit Member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the Bargaining Unit Member, once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the Bargaining Unit Member from the City's service either through retirement, available under the City retirement system, or through dismissal.

Nothing contained in this Article shall apply to disabilities, which occurred prior to the effective date of this Agreement.



ARTICLE 24

SAFETY, HEALTH AND PHYSICAL FITNESS

24.1 PURPOSE

As part of its commitment to safeguard the safety, health and physical fitness of its Bargaining Unit Members, to provide a safe place for its employees to work, and to promote physical fitness for its Bargaining Unit Members, the City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City and the Union will cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices for the protection of Bargaining Unit Members. The City further agrees to promote physical fitness by providing time, equipment and educational material and classes whenever practical.

24.2 SAFETY

All protective devices, wearing apparel and other equipment, all as deemed reasonable and prudent by the City to protect Bargaining Unit Members from injury, shall be provided by the City. Such protective devices, apparel and equipment when provided, must be used. The Union agrees that neglect or failure by a Bargaining Unit Member to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

The fire station, all equipment and apparatus shall be maintained in a manner that will promote the elimination of accidents and make the workplace safer and less likely to cause injuries. All Bargaining Unit Members are to report any and all unsafe conditions to the Fire Chief whenever found, immediately. The Union may consult with the City's safety committee

and make recommendations in safety matters.

24.3 HEALTH

Each Bargaining Unit Member shall complete an annual physical examination as provided and coordinated by the City.

24.4 PHYSICAL FITNESS

The City shall provide at least sixty (60) minutes each shift for every Bargaining Unit Member to participate in a physical fitness exercise of their choice. Such exercise is required and should be of a nature to improve the individual physical fitness of the Bargaining Unit Member. Such exercises shall consist of, but not be limited to one or more of the following: walking, running, aerobic calisthenics, nautilus, non-competitive basketball, non-competitive tennis and non-competitive racquetball. In the event that the amount of emergency calls for the shift are extreme or the shift has training that is physically demanding, the physical fitness time for the shift shall be suspended at the discretion of the shift commander.



ARTICLE 25

HEALTH INSURANCE

25.1 The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.
- c). The City agrees to maintain a term life insurance policy for each Bargaining Unit Member covered by this Agreement equal to the Bargaining Unit Member's annual base salary up to \$50,000.00. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.
- d) The City will pay \$5,000.00 toward the funeral and burial expense of any Firefighter of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which Bargaining Unit Member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

ARTICLE 26

WORKING OUT OF CLASSIFICATION

26.1 A Bargaining Unit Member who works out of his or her classification for at least one full 24-hour shift in a classification which pays a higher rate than that of his or her own classification, shall be entitled to a five (5%) increase in pay during the period of such temporary assignment. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification. Out-of-class pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

26.2 The City may select any Bargaining Unit Member from a lower classification to temporarily fill a higher classification position. A Bargaining Unit Member who is temporarily assigned to a position of higher rank for a period of more than thirty (30) calendar days shall be entitled to a five (5%) increase or be paid the minimum of the position, whichever is greater, for the period of time the Bargaining Unit Member is so assigned.

26.3 If the Bargaining Unit Member selected for a temporary position is not selected to the permanent position, this Bargaining Unit Member shall be returned to his previous classification and pay rate.



ARTICLE 27

DISCIPLINARY ACTION

27.1 In the event a Bargaining Unit Member is discharged, suspended or demoted, the City agrees that they shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

27.2 Upon request, a Bargaining Unit Member may obtain a copy of any statement which they personally have given to the City or the department in connection with any investigation based upon which disciplinary action can or will be taken against the Bargaining Unit Member. At the time of such request, the Bargaining Unit Member shall be required to pay all costs relating to the copy of their statement.

27.3 In the event a Bargaining Unit Member becomes the subject of the formal departmental or City investigation arising from a citizen complaint or allegation, the department or the City, whichever is appropriate, shall notify the Bargaining Unit Member of the disposition of the complaint upon the conclusion of the formal investigation.

No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

27.4 The time to initiate an investigation is 10 working days from the time management is made aware of the violation. Disciplinary action may be taken at the conclusion of the investigation which shall not exceed 10 additional days .



ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURE

28.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Disciplinary actions that can be grieved are limited to – suspensions, demotions and terminations.

28.2 Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process:

Step 1. The grievant or the Union shall present in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. (Working days are defined as Monday through Friday). The grievant or the supervisor may request that a Union Steward or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself,

() ()

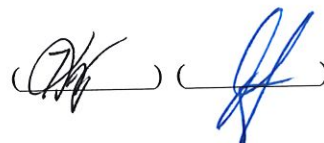
his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date.

Step 3. If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Local Union Representative. The City Manager or his or her designee shall notify the grievant in writing of his or her decision not later than ten (10) working days following the meeting date.

Step 4. If a grievance as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the American Arbitration Association with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator. It should be noted that nothing contained in this Article shall prevent any Bargaining Unit Member covered by this Agreement from processing his or her own grievance unassisted through this grievance procedure.

The arbitration shall be conducted under the rules of the American Arbitration Association subject to the following:

- a. The arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to enforce compliance with the terms and conditions of the Agreement;
- b. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or



- otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement;
 - d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
 - e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing. and shall be final and binding upon both parties; however, either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement. If the Court determines that an appeal was completely frivolous and taken in bad faith, it may assess the costs of the appeal against the losing party.
 - f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

28.3 The time indicated on all steps may be extended by mutual agreement in writing.

When a grievance is reduced to writing there shall be set forth;

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this Agreement claim to have violated; and
3. The remedy or correction requested.



28.4 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth in any step will entitle the Bargaining Unit Member to proceed to the next step.

28.5 The settlement of any grievance resulting in retroactive adjustment shall be limited to the five (5) working days prior to filing the grievance in Step 1.



ARTICLE 29

EDUCATION

29.1 When the best interest of the City is served by seminars, or classes, the Fire Chief may recommend to the City Manager that the City bear the cost of text books and tuition required in accordance with the City's educational reimbursement policy, a copy of same being attached hereto and incorporated by reference. The Fire Chief has the authority to approve any course in accordance with the guidelines as set forth in Section 8.2, Educational Reimbursement, of the Personnel Rules and Regulations, dated for probationary and permanent, full-time Bargaining Unit Members. The total cost shall not exceed \$1,200 per fiscal year for each Bargaining Unit Member. Final approval must be granted by the City Manager.

29.2 Lieutenants: The City shall provide training for in-state conferences to provide continuing education for either EMS or Fire Science related classes or seminars, not to exceed \$1,200.00 per employee per year during the first, second and third year of this contract. This shall be education above and beyond normal recertification classes that are needed to maintain current levels of certification. Each officer shall rotate the year of training. Example: 2018/2019– A Shift Lieutenant, 2019/2020 – B and 2020/2021 C Shift Lieutenant. Each eligible employee may switch year of attending training, working schedule around their own re-certification due date.

All portions of this article can be restricted due to budgetary constraints as determined by the City

Manager.

ARTICLE 30

PERSONNEL RULES AND REGULATIONS

30.1 Unless specifically addressed in this Contract, the City of Holly Hill Personnel Rules and Regulations, 2018, shall govern the hiring, promotion, and termination of Bargaining Unit Members. The City of Holly Hill Personnel Rules and Regulations, dated and any amendments as adopted by the City Commission, shall also govern the Drug Free Workplace Policy. However, the grievance procedure set forth in the Civil Service Act and Civil Service Ordinance shall not apply to this bargaining unit contract. The City and the Union agree that Article 27 of this contract defines the grievance and arbitration procedure to be utilized by Bargaining Unit Members.



ARTICLE 31

PERSONNEL POLICIES, RULES & REGULATIONS

31.1 Except as modified by a specific provision of this Agreement, and Holly Hill Fire Department administrative or operations manuals and any amendments or modification thereto shall govern the Bargaining Unit Members covered hereunder. Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules & Regulations, and/or Standard Operating Procedures, and/or Standard Operating Guidelines, and/or the General Order manual, it shall e-mail, in pdf format, a copy of such amendment or modification to the Union at least ten (10) days prior to the proposed date. If the Union contends said change is subject to collective bargaining, the Union shall notify the City by e-mail. If the City agrees with the Union's contention, collective bargaining regarding said change shall begin as soon as reasonably possible. If the City disagrees with the Union's contention, the City shall implement said change without collective bargaining and the Union shall have the right to file a grievance or unfair labor practice claim against the City if so desired. The Union has all rights to the grievance procedures and other state or federal laws in resolving disputes as to contested changes.

31.2 Amendments, revisions or modification of rules, regulations, SOP's, SOG's, General Orders or policies that conflict with the terms of this Agreement are invalid unless this Agreement is likewise altered as agreed upon by the parties.

The Union agrees that its members shall comply with all rules and regulations. No disciplinary action will be taken for violation of a posted rule or regulation until at least ninety-six (96) hours after posting.



ARTICLE 32
SHIFT EXCHANGE

32.1 The City agrees to shift exchanges being granted upon approval by the Shift Officers involved.

Final approval shall be from the Fire Chief.

() ()

ARTICLE 33

FIREFIGHTERS PENSION

33.1 The provisions and guidelines are set forth in Ordinance Number 2788 which was adopted by City Commission on December 12, 2006. The changes to the Firefighters' Pension listed below will become effective on October 1, 2009:

Sec. 42-83. Benefit amounts and eligibility.

- (g). Supplemental retirement benefit. Each retiree, not including DROP participants shall receive a monthly retiree supplemental retirement payment equal to the number of years of credited service completed at the time of the member's retirement, not including years in the DROP, multiplied by \$19.00, of which shall commence as of the date upon which such member commences retirement, and which shall continue thereafter until the first day of the month next following the member's attainment of "retirement age", as such term is defined by 42 U.S.C. Section 416(L).
- (h). Deferred retirement option program.
 - (8) Maximum participation: A member may participate in the DROP for a maximum of five years (60 months). At the conclusion of the five years, the member's city employment shall be terminated due to retirement, pursuant to this section.

Sec. 42-85. Contributions

- (a). Member contributions.
 - (1). Amount. Effective October 1, 2015, each member of the Firefighter Pension System shall be required to make regular contributions to the fund in the amount of seven (7) percent of his/her salary.




ARTICLE 34

MISCELLANEOUS PROVISION

34.1 If any provision of this Contract or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

34.2 All appendices and amendments of this Contract shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Contract.

34.3 All rights, privileges, and working conditions enjoyed by the Bargaining Unit Members at the present time which are not included in this agreement, and which are not reserved by the City under management rights or included in the City's SOP, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

34.4 The agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 35**FIREFIGHTER'S BILL OF RIGHTS**

35.1 The City and the Union agree to abide by the Firefighter's Bill of Rights, Florida Statutes, Section 112.80.



ARTICLE 3

6

TOBACCO USE

36.1 All Bargaining Unit Member s are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining Unit Member s will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.

36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense. For the purpose of Article 36, "Smoking" means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of an electronic cigarette or any other device intended to simulate lighted tobacco use.

36.3 "Tobacco products" means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobacco products like orbs (dissolvable tobacco pellets), sticks, and strips or any other forms of ignitable or smokeless tobacco.

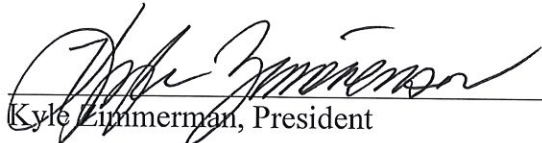
ARTICLE 37**ENTIRE AGREEMENT**

37.1 This agreement shall remain in effect for a three-year period beginning October 1, 2018 and continuing through September 30, 2021.

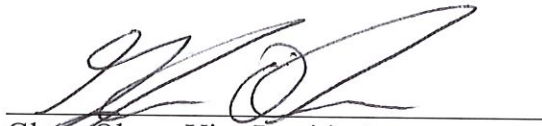


IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement on this 10th day of October, 2014.

FOR: International Association of Firefighters
(I.A.F.F.) Local #3470



Kyle Zimmerman, President



Glenn Olson, Vice President



Brandon Davis, Secretary

FOR: City of Holly Hill, Florida

John Penny, Mayor

Joseph Forte, City Manager

Jim Bland, Fire Chief

Diane Cole, Human Resources Manager

 ()

EXHIBIT "A"

Last Name	First Name	Current Hourly Rate	Grade	Proposed Rate 10/1/17	FY 18/19	FY 19/20	FY 20/21
DAVIS	BRANDON	\$ 13.36	F2	\$ 14.18	\$ 13.96	\$ 14.56	\$ 15.16
SIEGEL	AARON	\$ 13.30	F2	\$ 13.57	\$ 13.70	\$ 14.10	\$ 14.50
OLSON	GLENN	\$ 14.48	F2	\$ 15.16	\$ 15.06	\$ 15.63	\$ 16.21
MACCIO	THOMAS	\$ 21.72	F3	\$ 23.76	\$ 22.95	\$ 24.17	\$ 25.40
SEJNOWSKI	THOMAS	\$ 16.41	F3	\$ 17.02	\$ 17.00	\$ 17.60	\$ 18.19
BRIDGER	WILLIAM	\$ 19.83	F3	\$ 18.19	\$ 19.83	\$ 19.83	\$ 19.83
ALEVISATOS	SPENCER	\$ 10.85	F1	\$ 11.54	\$ 11.35	\$ 11.84	\$ 12.34
RAMOS	DAKOTA	\$ 11.40	F1	\$ 12.34	\$ 12.00	\$ 12.59	\$ 13.19
ZIMMERMAN	KYLE	\$ 12.41	F1	\$ 13.48	\$ 13.08	\$ 13.75	\$ 14.42
MATRANGA	PETER	\$ 13.69	F1	\$ 15.41	\$ 14.62	\$ 15.54	\$ 16.47
KIMMY	WILLIAM	\$ 15.91	F1	\$ 15.76	\$ 16.22	\$ 16.54	\$ 16.85
KOFFMAN	JUSTIN	\$ 10.85	F1	\$ 11.54	\$ 11.35	\$ 11.84	\$ 12.34





**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-61 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the Coastal Florida Police Benevolent Association (P.B.A.) Local 3042393 October 1, 2018 - September 30, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 2152)
APPLICANT:
PLANNER:

DISCUSSION:

City Management and representatives from the Coastal Florida Police Benevolent Association (P.B.A.) Local 3042393 have been in contract negotiations for several months. Both Management and the Union have agreed upon the terms and conditions contained in the attached agreement and request the City Commission to ratify the Agreement.

FISCAL ANALYSIS:

This three-year agreement provides for a wage increase for all P.B.A. Bargaining Unit Members in the amount of 2.25% plus a wage adjust according to the results of the Evergreen Pay and Classification Study for an average department wage increase of for the years beginning October 2018, 2019 and 2020.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-61 and ratify the attached PBA Bargaining Unit Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-61, RATIFYING A THREE-YEAR AGREEMENT WITH THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (P.B.A.) OCTOBER 1, 2018 - SEPTEMBER 30, 2021.

ATTACHMENTS:

- PBA Contract Summary July 24, 2018 (DOCX)

Resolution (ID # 2152)

Meeting of September 10, 2018

- PBA Draft 1018-2021 July 24, 2018. (DOC)
- PBA Final 1018-2021 July 24, 2018 (DOC)

Resolution No. (ID # 2152)

RESOLUTION 2018-R-61 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (P.B.A.) LOCAL 3042393 OCTOBER 1, 2018 - SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-61

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (P.B.A.) OCTOBER 1, 2018 - SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between Management of the City of Holly Hill and representatives from the Police Benevolent Association (PBA) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on July 24, 2018, management was advised that the members of the PBA voted unanimously in support of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission hereby ratifies the attached agreement with the Coastal Florida Police Benevolent Association, as a three-year contract, effective October 1, 2018 and expiring on September 30, 2021.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 10th day of
SEPTEMBER, 2018.**

ARTICLE I - TITLE RECOGNITION

Excludes part time police officers.

ARTICLE 7 - BASIC SCHEDULING AND DUTY ASSIGNMENT

Individual squad personnel may voluntarily switch assignments with another of equal rank one time during the 12 month shift rotation period. All shift changes must be approved by the Chief/designee.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

Verbal and Written reprimands may only be grieved through Step 3.

ARTICLE 19 - LEAVE OF ABSENCE

Deleted

ARTICLE 23 - UNIFORM, CLOTHING AND EQUIPMENT

5 Shirts and 5 pants

23.4 Sworn officers who are required to wear non-issued clothing in the course of their employment shall receive an annual clothing allotment paid monthly in the first pay check of each month as follows: October 1, 2018 through September 30, 2021: \$1,000.00 annually (\$250.00 per quarter paid in advance) \$83.00 per month paid in the first pay check of each month. Prorating will not be provided for shift changes.

ARTICLE 24 - WAGES

24.1 Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

24.3 Effective October 1, 2018, the Police Department will certify those officers who have successfully completed all of the necessary milestones to achieved the position of Master Patrol Officer "I" and Master Patrol Officer "II" under the strict guidelines of the program. Officers who are promoted to the Master Patrol Officer position(s), which will include two separate increases of 2.50% each as an add pay, and are later promoted to Sergeant, would then receive an increase to the minimum of the Sergeant's pay grade or a maximum of Five (5) % whichever is greater. However, the respective add pay will be removed from the officers add pay if the officer ever loses the designation as defined in the program,

ARTICLE 25 - PERSONAL LEAVE

Effective October 1, 2016 bargaining unit members must maintain a minimum balance of 100 hours Personal Leave, after sell back time, in order to sell back any Personal Leave under this section.

ARTICLE 26 – HOLIDAYS

~~Veterans Day~~

26.7 A unit Bargaining Unit Member shall be awarded a birthday leave day. A birthday leave day will be granted to each unit Bargaining Unit Member at the beginning of each fiscal year. The birthday is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The birthday cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the provisions of overtime for holidays. (8 hour day & 12 hour day for the respective permanently scheduled positions).

**AGREEMENT BETWEEN
COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION
AND
THE CITY OF HOLLY HILL**

October 1, 201~~5~~8 – September 30, 20~~18~~21

Ratified by City Commission:

TABLE OF CONTENTS

	<u>Page</u>
Agreement	4
Article 1 Union Recognition.....	5
Article 2 Management Rights.....	6-7
Article 3 Employee Rights	8
Article 4 Strikes and Lockouts.....	9
Article 5 Dues Check Off	10
Article 6 Personnel Records	11
Article 7 Basic Scheduling and Duty Assignment	12-14
Article 8 Bulletin Boards.....	15
Article 13 Employee Management Committee	21
Article 14 Voting	22
Article 15 Temporary Assignment to a Higher Classification	23
Article 16 Disciplinary Action.....	24
Article 17 Grievance and Arbitration Procedure	25-28
Article 18 Training.....	29
Article 19 Leave of Absence	30-31
Article 20 Authorized Use of Private Automobile	32
Article 21 Bereavement Leave	33
Article 22 Maintenance of Benefits	34
Article 23 Uniform, Clothing and Equipment	35-36
Article 24 Wages	37-38
Article 25 Personal Leave	39-41
Article 26 Holidays	42

Article 27	Internal Investigations and Obligations to the Public.....	43-47
Article 28	Insurance	48
Article 29	Physical Examination and Workers Compensation Benefits	49-50
Article 30	Legal Benefits.....	51
Article 31	Pension.....	52-54
Article 32	Promotion and Safety.....	55
Article 33	Family Medical Leave.....	56
Article 34	Physical Abilities Test	57-58
Article 35	Tobacco Use.....	59
Article 36	Take-home Cars.....	60
Article 37	Terms of Agreement.....	61

THIS AGREEMENT is entered into by the CITY OF HOLLY HILL, FLORIDA, hereinafter referred to as the "City", and the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Employee Organization" or the "Association".

ARTICLE 1

TITLE RECOGNITION

1.1 The City hereby recognizes the Association as the exclusive bargaining agent for those employees in the following bargaining unit:

Included: All Sworn full-time Police Officers, Police Sergeants, and Police Lieutenants

Excluded: Police Chief, Deputy Police Chief, part-time Police Officers and all non-sworn positions.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Holly Hill Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2 The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, transfer, classify, reclassify and lay off bargaining unit member-s; fire, demote, and for just cause, transfer bargaining unit member-s from location to location; rehire bargaining unit member-s; maintain the efficiency of bargaining unit member-s through supervisory personnel; merge, consolidate, expand or close the Department or any part thereof or expand, reduce, alter, combine, assign or cease any positions upon notifications, control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, sub-stations and departments thereof; schedule and assign the work to the bargaining unit member-s and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials facilities, equipment and subcontract or contract any or all of its operations and functions. The Chief of Police will meet and negotiate with Association representatives regarding any change to the basic shift rotation plan of the Patrol Division, prior to implementation of any change to that plan.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights to the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Holly Hill Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted

or modified by this Agreement.

2.5 If, in the discretion of the Mayor or the Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor or Commission during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 The Association agrees it will not in any manner whatsoever, either directly or indirectly, support or condone, or in any way assist with any movement or effort in the City which might in any fashion have the effect of changing or altering this Labor Agreement. Such Agreement includes, but is in no way limited to, the supporting, either directly or indirectly, of any local legislation which would result in the alternation of any terms of this Agreement.

2.7 The exercise of the above rights shall not preclude bargaining unit member-s or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

2.8 The City acknowledges that the language in this Article is not a waiver of any of the Association's rights under federal and Florida statutes nor is it a waiver of any bargaining unit member or group of bargaining unit member-'s rights under federal or Florida statutes.

ARTICLE 3
EMPLOYEE RIGHTS

3.1 Parties hereto agree not to interfere with the right of any bargaining unit member to become a member of the Employee Organization, withdraw from membership in the Employee Organization, or refrain from becoming a member of the Employee Organization.

3.2 There shall be no discrimination against any bargaining unit member on the basis of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws" ~~by reason of race, creed, color, age, national origin, sex~~ or Employee Organization membership or activity, or lack of Employee Organization membership or activity. References to the use of the word he or his in this Agreement is for brevity only and shall be interpreted to mean him or her or his or her.

3.3 Nothing contained in this Agreement shall prevent any bargaining unit member covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in the Grievance Procedure available under this Agreement, without representation of the Employee Organization. Further, nothing contained in this Agreement shall prevent any bargaining unit member from discussing a non-contract problem directly with his immediate supervisor or other departmental official without the intervention of the Association, provided that the immediate supervisor or other departmental official agrees to discuss or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 4

STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit members or the Association and there will be no lockouts by the City for the duration of this Agreement. The Association supports the City fully in maintaining normal operations.

4.2 Any bargaining unit member who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for, and engaged in, activities which are the basis of the health, safety, and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief, provided, however, it is agreed that the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing bargaining unit members from reporting to or continuing work.

ARTICLE 5

DUES CHECK-OFF

5.1 Bargaining unit members covered by this Agreement may authorize payroll deduction for the purpose of paying Association dues. No authorization shall be allowed for payment of initiation fees, assessments or fines. The Association will notify the City in writing within thirty (30) days prior to any changes in the regular Association dues structure.

5.2 Dues shall be deducted biweekly (26 pay periods) and the funds deducted shall be remitted to the treasurer of the Association within thirty (30) days. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Association dues.

5.3 The payroll deductions of each bargaining unit member shall be instituted upon voluntary written notice from the bargaining unit member.

5.4 The payroll deduction shall be revocable by the bargaining unit member notifying the City in writing. The Association shall be notified by the City of any revocation.

ARTICLE 6

PERSONNEL RECORDS

6.1 Each bargaining unit member covered by this Agreement shall have the right to a supervised inspection of his/her official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The bargaining unit member shall have the right to request duplicate copies, at no expense, of any items contained in the bargaining unit member personnel file.

6.2 Bargaining unit members shall have the right to submit a written response to any letter or reprimand or other document which is placed in the bargaining unit members official personnel file.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to furnish anyone the bargaining unit member's home address or; telephone number, ~~photograph, or personnel records~~ without his/her consent.

6.4 The Association will indemnify and hold the City harmless against any claims made and against any suits instituted against the City as a result of the City exercising this prohibition against the furnishing of personnel data as defined in Section 6.3.

ARTICLE 7

BASIC SCHEDULING AND DUTY ASSIGNMENT

7.1 The City and the Union agree that the basic work period for the Patrol Division shall consist of a ~~two work week pay cycle of 84 hours schedule~~. Hours worked in excess of the 84-hour schedule shall be compensated for at a rate of one and one-half (~~1 1/2 - 1/2~~) times the basic hourly rate of the bargaining unit member. Bargaining unit members assigned to work on an 8-hour day schedule, 40-hour work week shall be compensated at the rate of one and one-half (1 1/2) times the basic hourly rate of the bargaining unit member for hours worked in excess of 40 hours per work week.

7.2 For overtime calculations work performed shall not include ~~sick time~~, unscheduled personal leave or extended sick leave, holiday (straight time) and workers compensation leave. Holiday (straight time) will be included in the calculation of overtime for bargaining unit member-s assigned to ~~investigations 40-80 hours per week work schedule~~ pay cycle. Scheduled personal leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes. For purposes of overtime calculations, all state paid incentive pay is not used when determining the hourly rate.

7.3 The maximum accumulation of compensatory time hours is eighty four (84) hours. When a bargaining unit member takes compensatory time off, the hours in his accumulated account would be appropriately reduced by the time taken off. If any bargaining unit member leaves the service of the City, the hours in his compensatory time accumulation shall be paid at his current rate of pay. At the request of the Bargaining Unit Member, compensatory time will be paid out at the current rate in the first pay period in September.

7.4 Overtime pay shall be paid during the same pay period in which it is earned, with the exception of overtime that is worked on the last day of the pay period. When this occurs, this overtime pay will

be paid in the next pay period.

7.5 If an bargaining unit member is called to work outside his normal working hours, he/she shall receive a minimum of two and one half (2.5) hours pay at the rate of one and one-half (1.5) times the bargaining unit member 's basic hourly rate.

7.6 The minimum call-out compensation referred to in the above section shall apply to all call out, except required judicial appearances in Federal, Circuit, County or Municipal proceedings; either criminal, civil or traffic, on matters arising from the bargaining unit member 's employment which shall be for a minimum of three (3-) hours. Any fee paid by the court to the bargaining unit member for his court appearance shall be retained by the bargaining unit member in the event that the bargaining unit member uses his own vehicle. If the bargaining unit member uses a City vehicle, any fees paid by the Court to the bargaining unit member will be turned over to the City.

7.7 No supervisor or official shall take action to alter or change the work schedule in any manner to avoid payment of earned overtime.

7.8 A basic shift rotation schedule for the Patrol Division will be posted 30 days in advance of the expiration of the previous schedule for the twelve (12) month period. The twelve (12) month period will run from ~~January-October~~ through ~~December-September~~ of each year with the change going into effect on the first day of the first new pay period of ~~January-October~~, Thirty (30) days prior to the posting of the schedule, a list will be posted for officers to sign and choose what shift they choose to work. If there is a conflict with a number of officers wanting a particular shift, assignments will be made by seniority as defined by the PBA contract. Squad assignments can be changed by the Chief or designee when operationally necessary. Individual squad personnel may voluntarily switch assignments with another of equal rank one time during the 12 month shift rotation period. All shift changes must be approved by the Chief/designee.

7.9 Except in case of emergency, a bargaining unit member will be given a minimum of forty eight (48) hour advance notice of any changes in his scheduled shift. Emergency as herein defined shall

include unforeseen staffing requirements due to officer illness, bereavement leave, natural or ~~man~~ ~~mademan-made~~ disaster or any other extraordinary manpower requirements. If a bargaining unit members is not notified prior to forty eight (48) hours of a shift change, and no emergency exist (as herein defined) the bargaining unit member shall receive payment at one and one half (~~1 1/2~~ ~~1 1/2~~) the straight time rate for the first eight (8) hours of the new shift. There will be no changes in the work schedule unless authorized by the Chief or his designee. A bargaining unit member may choose to receive comp time instead of the salary.

7.10 It is agreed that all assigned off-duty employment will be compensated at the rate provided for by the business and at a minimum of \$-35.00. Assigned off-duty employment shall mean any employment of any bargaining unit member, excluding part-time officers, except as indicated below, where within the City limits of the City of Holly Hill such employment necessitates the wearing of the uniform of the City of Holly Hill, or any issued part thereof. It is further agreed that such assigned off-duty employment shall first be approved by the Chief of Police and all compensation for assigned off-duty employment shall be paid directly to the officer working the assignment by the individual employer at the end of each detail. The City will not be responsible for any enumeration for this service. It is understood that the bargaining unit member performing the off-duty assignment shall not be entitled to any overtime compensation. In the event a bargaining unit member working an off-duty assignment is injured in the line of duty while acting in the capacity of a police officer the City agrees to provide coverage for workers compensation as per Florida State Statutes. The rotational list shall be maintained by the Police Chief/designee in the event no full-time officer is available to cover the special assignment a part-time officer can then be used to fill the vacancy.

7.11 A bargaining unit member may be entitled to a (30) thirty minute meal period during each eight (8) hour or twelve (12) work period. When a meal period is granted, the bargaining unit member must standby by for a possible call to duty and shall remain on duty. The bargaining unit member shall be compensated during the meal period.

ARTICLE 8
BULLETIN BOARDS

8.1 The Association shall be authorized use of a suitable bulletin board, at an agreed upon location.

8.2 The Association agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Association meetings
2. Association elections
3. Reports of Association committees
4. Recreational and social affairs of the Association.
5. Information to members concerning Association Business
6. Association Newsletters

8.3 All Association materials placed on the bulletin board shall be signed by the bargaining unit member Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials. The Chief of Police/designee shall have the right to refuse permission to post material considered inflammatory towards the City, the Police Department, or their leadership.

8.4 All costs incidental to preparation and posting of Association material shall be at the expense of the Association. The Association is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

8.5 Subject to the restrictions for bulletin board usage, the Association shall be authorized similar usage of departmental e-mail solely for the purposes listed in section 8.2 provided the Police Chief and City Manager are forwarded a copy.

ARTICLE 9

ASSOCIATION REPRESENTATIVE

9.1 The Employee Organization shall be represented by its President or his designee. It shall be the responsibility of the Association to notify the City and the Chief of Police in writing of any change of the designation of President or his designee, subsequent to the execution of this Agreement.

9.2 A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

9.3 It is understood and agreed that any bargaining unit member functioning as an Association representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Chief of Police or his designee and only after stating what Association duties are to be performed. If in the opinion of the City the above mentioned bargaining unit member is taking unreasonable time to conduct such business the City shall have the right to require the Association representative to return immediately to their productive City work. At no time shall a bargaining unit member communicate with a member of the City Commission with regard to Association business while on duty being compensated by the City.

9.4 Bargaining unit members may devote up to two hours vacation time per year to be used by the Association representative to conduct Association business, to include attendance at meetings negotiation of contracts, grievance investigations and similar duties. If the pool of vacation time is not sufficient, then the Association representative must perform the Association business without pay.

ARTICLE 10

PROMOTIONAL POLICY

10.1 The City shall announce the promotional process at least seven (7) days in advance. The selection process is used to evaluate candidates for promotion to the ranks of Lieutenant and Sergeant and may include any of the following, at the sole discretion of the Chief of Police. Additional items may be added by the Police Chief at his/her discretion. Further, final selection of those to be promoted rests exclusively with the Chief of Police (no right to appeal this decision exists).

Potential Evaluation Methods:

1. Written exam (appropriate notice to be given of source material).
2. Oral interview/exam using interviewers from other agencies.
3. Submission of resume/letter by candidates to the Chief.
4. Interview of candidates by Chief.
5. Review of personnel and professional standards files by the Chief.
6. Review/discussion of candidates past performance and suitability for promotion with current supervisory personnel and the Police Deputy Chief.
7. Written suitability for promotion evaluation by the candidates' current supervisor.

10.2 The City agrees that the probationary period shall be six (6) months duration of active duty. Where a probationary bargaining unit member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.

ARTICLE 11

SENIORITY AND REDUCTION IN FORCE

11.1 Seniority is understood to mean the time elapsed since a bargaining unit members most recent date of employment or re-employment. Seniority shall be determined by the following in descending order:

1. Rank
2. Amount of time in rank
3. Amount of time employed with the City of Holly Hill
4. In case of a tie, by alphabetical order using the initial of the last name

Seniority will continue to accrue during all types of leave, except for leave of absence without pay for one month or more, which shall cause the seniority date to be adjusted forward for an equivalent amount of time. Leaves of absence without pay for a period of less than 31 calendar days shall not cause a seniority date to be adjusted.

11.2 Bargaining unit members shall lose their seniority as a result of the following:

1. Retirement
2. Termination of employment
3. Absence without authorized leave for three (3) consecutive working days.

11.3 In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the bargaining unit member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with recall privilege.

When ties exist on the retention register, seniority is used to establish the retention roster, and work performance, based on an assessment of bargaining unit member performance evaluations shall be

used to determine the order of separation.

11.4 Names of bargaining unit members laid off by the City will be maintained on a recall register for a period of (18) month. During this period, should an appropriate job become available, the former bargaining unit member will be notified.

Should a laid off bargaining unit member refuse one (1) job opportunity offered by the City, his/her name shall be removed from the recall register.

11.5 Recall will be offered to laid off bargaining unit members provided they are physically and psychologically qualified to perform the duties of the job. A laid off bargaining unit member who is offered recall and is temporarily unable to accept due to medical reasons, loses his right to recall at that time but shall remain eligible for recall rights until the expiration of his or her recall right period. When bargaining unit members are recalled from layoff, the recall will be based on the following criteria; past work performance, attendance and seniority. In the event there is one bargaining unit member on the Recall Register, that bargaining unit member would be offered recall.

11.6 Vacations for each calendar year shall be scheduled for bargaining unit members on the basis of seniority preference; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any vacation period. The senior bargaining unit member is not entitled to “bump” a less senior bargaining unit member if a vacation request has been received and approved by the Police Chief in advance of a request submitted by the senior bargaining unit member. Nothing contained herein shall be interpreted as restricting the Department’s rights to cancel all vacations during any given period in the event of disaster or emergency.

11.7 In filling a non-promotional vacancy in any division or unit within the Department, seniority will be considered along with skills, abilities, and the requirements of the job.

ARTICLE 12

PROBATIONARY PERIOD

12.1 All new members in the bargaining unit who are hired, regardless of their classification, shall be considered on probation for a period of 12 months, during which time they shall not be entitled to any seniority or tenure rights.

12.2 Any approved leave of absence in excess of ten days shall cause the bargaining unit member's probationary period to be extended by the amount equal to the leave taken. All bargaining unit members on probationary status shall not have recourse to the grievance procedure in any matter of discipline, termination or layoff. The City may, at its sole discretion, terminate any bargaining unit member during the probationary period.

12.3 All promoted bargaining unit members, regardless of their classification, shall be considered on probation for a period of (6) six months.

ARTICLE 13

13.1 Nothing shall prevent the PBA representative from meeting with the Chief, or Deputy Chief to discuss issues of a topical nature at any time.

ARTICLE 14

VOTING

14.1 During a primary, general or special election an employee who is registered to vote, whose hours of work do not allow sufficient time for voting shall be allowed up to two (2) hours off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting. When the polls are open for early voting prior to the normal election day, it shall also be considered sufficient time for voting.

ARTICLE 15

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

15.1 In the event the Chief of Police determines that there is a need to temporarily fill a regularly budgeted vacant position with a bargaining unit member from a lower classification, he shall immediately advise the City Manager of such intention. Vacant shall mean a position that has opened for any reason. If a current eligibility list exists the Chief of Police shall temporarily fill the vacant position from said list. In the event there exist no current eligibility list relative to the budgeted position the Chief of Police may select any bargaining unit member from a lower classification to temporarily fill such budgeted position.

15.2 A bargaining unit members who is temporarily assigned to a position of higher rank shall be entitled to a 5% increase in pay after five (5) consecutive days, retroactive to the first day. If the bargaining unit member selected for a temporary assignment is not selected to permanently fill that position, bargaining unit member will be returned to previous classification and pay rate. Temporary assignment pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

ARTICLE 16

DISCIPLINARY ACTION

16.1 In the event a bargaining unit members is discharged, suspended, or demoted, the City agrees that he shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

16.2 Upon request, any bargaining unit member may obtain a copy of any statement which he personally has given to the City or the Department in connection with any investigation based upon which disciplinary action can or will be taken against the bargaining unit member. At the time of such request, the bargaining unit member shall be required to pay all costs relating to the copy of his statement.

16.3 In the event a bargaining unit member becomes the subject of the formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the bargaining unit member of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 A bargaining unit member may be granted the right to confront and question the person who has registered the complaint.

16.5 Bargaining unit members will only be disciplined or discharged for just cause.

16.6 _____

No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application, interpretation or violation of this Agreement. City personnel policies or rules which impact items not specifically addressed in this agreement and which affect the terms and conditions of employment of bargaining unit members shall not be changed without the written approval of the Union. A grievance shall be defined as any alleged violation of the specific terms of this Agreement— Verbal and Written reprimands may only be grieved through Step #3.

Formatted: Highlight

Formatted: Highlight

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by the City within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be considered conclusively abandoned.

17.3 Grievances shall be presented in the following manner, however, should either party be away from duty on compensated leave or official business, that time shall be excluded from the ten (10) Calendar day time frame:

Step 1. The bargaining unit member shall take up his grievance with his immediate supervisor or shift commander within ten (10) calendar days of the bargaining unit member's—s/union's knowledge of the occurrence(s) which gave rise to the grievance. The first step (between the bargaining unit member and his immediate supervisor) shall be on an informal and oral basis, in the form of a meeting, and shall not involve the Association or any other representative of the bargaining unit member unless requested by the bargaining unit member. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The supervisor shall

reach a decision and communicate it orally or in writing to the grievant within ten days of the date the grievance was presented to the supervisor.

Step 2. Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the bargaining unit member in a written memorandum, and shall next be taken up with the Chief of Police. A written grievance presented by the Association or bargaining unit member shall include the following:

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this agreement claimed to have been violated; and
3. The remedy or correction requested.

Such grievance shall be presented to the Chief of Police in writing, within ten (10) calendar days of the date of completion of Step 1. The Chief of Police shall, within ten (10) calendar days after presentation of the written grievance meet with the grievant and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.

The bargaining unit member may have present, at his/her option, a representative of the Association during any discussion of the grievance.

Step 3. If the grievance is not settled at the second step, the aggrieved bargaining unit member shall forward the written grievance to the City Manager within ten (10) calendar days after the decision of the Chief of Police. The City Manager shall conduct a meeting, within ten (10) calendar days after receipt of the grievance. The City Manager shall make a decision in writing within ten (10) calendar days of the meeting, unless a longer period of time is mutually agreed upon.

17.4 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the Association or the bargaining unit member may, within ten (10) calendar days after the City Manager renders a written decision on the grievance, request arbitration in writing to the FMCS (Federal Mediation & Conciliation Services) with a copy of the request delivered to the City Manager. The sole function of the FMCS is to assist in the selection of the arbitrator. The FMCS will

furnish a panel of seven (7) names from which each party shall have the option within ten (10) calendar days of striking three (3) names in an alternating fashion, thus leaving the seventh which shall be the neutral or impartial arbitrator.

17.5 The Association or bargaining unit member shall use the written grievance as presented in Step 2 as the official statement of the grievance to be arbitrated, the arbitrator, thereafter, shall confine his decision to the statement of grievance thus specified. The arbitrator shall fashion an appropriate remedy. for violations of the provisions contained in this Agreement.

Formatted: Highlight

17.6 The arbitration hearing shall be conducted in accordance with the Rules or Procedure promulgated by the FMCS (Federal Mediation & Conciliation Services) subject to the following:

a. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.

b. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement.

c. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the questions which was presented to the FMCS in which the questions must be actual and existing.

d. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this agreement shall be furnished to both parties within thirty (30) days of the hearing.

e. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. All costs associated with said appeal will be borne by the party seeking review by the Court. However, if the Court reverses the finding of the arbitrator, the party appealing the original decision will not be responsible for the costs of the other party.

17.7 Each party shall bear the expenses of its own witnesses and of its own representatives for

purposes of the arbitration hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost. The City and the Union will share equally the cost of the arbitrator.

17.8 Where a grievance is general in nature in that it applies to a number of bargaining unit members rather than a single bargaining unit member, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's Representative, in writing, directly to the Chief of Police, Step 2, within ten (10) calendar days of the occurrence of the event(s).

17.9 Consistent with the provisions of the Florida Public Employee Relations Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule, regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

17.10 In settlement of any grievance resulting in retroactive adjustments, such adjustments shall be limited to the date no earlier than ten (10) days prior to the filing of the grievance in Step 1.

ARTICLE 18

TRAINING

18.1 In the event that a bargaining unit member requests to be sent to a given training program or the Department asks for a volunteer or volunteers to attend a given training program, compensation relative to the attendance at such training programs that are required or mandatory will be attended on compensated City time. Coursework or classes taken for purposes of professional growth will follow the City's program for Tuition Reimbursement and will be attended on off-duty hours. Any request for training by a bargaining unit member will be acknowledged by the Chief of Police, or his designee, within ten (10) business days of said request.

18.2 When an bargaining unit member is required to attend training sessions outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of time and one-half (1 ½) times the bargaining unit member's basic hourly rate.

18.3 In the event the bargaining unit member does not qualify on the approved firearms course, he/she will be reassigned for a maximum of one week by the Chief of Police. If the bargaining unit member again fails to qualify (the second time) the bargaining unit members will be immediately suspended without pay until he becomes qualified at his/her own expense.

18.4 Transportation to the pistol range or transportation to any other required and scheduled training shall be provided by the Police Department. In the event such transportation is not available, the bargaining unit member shall be entitled to applicable travel time and mileage allowance.

18.5 Full-time, State certified officers attending college and promotional courses shall be compensated in accordance with the City of Holly Hill Personnel Rules and Regulations, dated 2018.

18.6 Training and Travel expenses will follow **Section 8. Training and Development** found in the City

Formatted: Highlight

of Holly Hill Rules and Regulations manual.

ARTICLE 19**LEAVE OF ABSENCE**

~~19.1The City Manager may grant any employee a leave of absence with or without pay for a period not to exceed twelve (12) months. Failure of any bargaining unit member to return to duty upon expiration of his leave of absence shall constitute the resignation of that bargaining unit member. Holidays, extended sick leave, annual leave and any other benefits based on time spent in the employ of the City shall not accrue or be credited during a leave of absence without pay. The bargaining unit member may maintain his health insurance coverage by paying the total cost (bargaining unit member and employer) of his group insurance premium. Longevity increases, merit increases and any other increases for which a bargaining unit member may become eligible, based in whole or in part on length of service with the City, shall not be credited during any period of leave of absence without pay exceeding thirty (30) calendar days. A bargaining unit member shall return from leave of absence to the same step or rate of his salary range as at the time of commencement of leave of absence.~~

~~19.2Any bargaining unit member covered hereunder may be given educational leave for the purpose of taking courses or attending conferences or seminars directly related to the bargaining unit member's work as determined by the Chief of Police and City Manager. Requests for such educational leave must be approved in advance by the Police Chief. The decision to grant or not to grant such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the Police Chief and City Manager.~~

~~19.3A bargaining unit member granted educational leave with pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for bargaining unit members on partially compensated or uncompensated educational leave shall be determined by the City Manager.~~

~~19.4Any bargaining unit member who is a member of the National Guard or an organized military reserve unit of the United States will be allowed a leave of absence with pay in accordance with~~

Formatted: Highlight

Formatted: Tab stops: 3.25", Centered

applicable State and Federal laws when called to active duty or for training with the Armed Forces. During such period of leave with pay, the bargaining unit member's benefits shall continue in the same manner as if he were on active duty with the City. During active duty, the City will pay the premium for the group health insurance for the dependents of the bargaining unit member currently on the City's group health plan.

Formatted: Indent: First line: 0", Tab stops: 3.
Centered

ARTICLE 20

AUTHORIZED USE OF PRIVATE AUTOMOBILE

20.1 Any bargaining unit member authorized by the Chief of Police to use his private automobile in the performance of his official City duties will be compensated at the current federal rate.

ARTICLE 21

BEREAVEMENT LEAVE

21.1 The City agrees that when a death occurs in the immediate family of a bargaining unit member, that bargaining unit member shall receive four (4) days off without loss of pay or benefits. If the funeral occurs outside of the state of Florida, the Chief of Police shall have discretion to grant additional days off, to be charged from personal leave, extended sick leave or compensatory time which will be counted as scheduled time off. These additional days will not be charged against sick leave incentive eligibility. Bereavement leave must be used within a 3-month time period from date of death.

21.2 The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, Step-parents, Step-children or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the bargaining unit member or the bargaining unit member's spouse.

21.3 Should a Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, with a life expectancy not to exceed 30 days, a Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, sick leave, etc.).

21.4 Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

Formatted: Line spacing: Double

Formatted: No underline

Formatted: No underline

Formatted: Indent: First line: 0.5"

ARTICLE 22

MAINTENANCE OF BENEFITS

22.1 This Agreement shall not deprive any bargaining unit member of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Holly Hill or the City of Holly Hill Personnel Rules and Regulations, unless abridged by this contract.

22.2 The City agrees that the City of Holly Hill Personnel Rules and Regulations, dated 2018, which includes approved job benefits, shall continue in full force for PBA bargaining unit member-s unless specifically provided for as abridged by this Agreement.

Formatted: Highlight

ARTICLE 23

UNIFORM, CLOTHING AND EQUIPMENT

23.1 The City will furnish uniforms to all bargaining unit members who are required to wear said uniform, to include the following as needed:

Hats (Honor Guard, only)	1	
Shirts (long sleeve, Class "A")	1	
Shirts (short sleeve 1 <u>3</u> Class "B" and 3 <u>2</u> Class "C")		45
Pants (1 <u>3</u> Class "A,B" and 3 <u>1</u> <u>2</u> Class "C")		45
Vest with 1 carrier	1	
Uniform Badge	1	
Wallet Badge	1	
Collar Pins	1 set	
Whistle with chain	1	
Rain gear	1	
Winter Coat	1	
Summer Shorts (Bike Patrol Only)	2	
Summer Polo Shirts (Bike Patrol Only)	2	
Glock Model 22 (.40 cal) w/ three mag.	1	
Security Holster for Glock Model 22	1	
Nylon Duty belt and trouser belt	1 set	
Double magazine holder (nylon)	1	
Radio and nylon holder	1	
Chemical weapon (OC) and nylon holder	1	
ASP baton (21") and nylon holder	1	
Handcuffs and nylon case	1	

Digital Camera	1
Fingerprint kit	1
Access card (City Yards)	1
Access card (Halifax Health ER)	1
Thumbdrive (4GB)	1

23.3 A bargaining unit member who shall receive any breakage or damage to his uniform or approved personal equipment in the line of duty shall have it replaced or repaired at no cost to the bargaining unit member. However, any damage or breakage resulting from the misuse or neglect of personal property will not be paid for by the City. For purposes of this section, "approved" personal equipment shall be those items which have been specifically listed and submitted to the Chief of Police and approved by the Chief of Police as being appropriate for use in the line of duty. A copy of the current list is attached and incorporated by reference.

23.4 Sworn officers who are required to wear non-issued clothing in the course of their employment shall receive an annual clothing allotment paid ~~quarterly-monthly in advance~~in the first pay check of each month as follows:

October 1, ~~2015-2018~~ through September 30, ~~2018~~2021: \$1,000.00 annually (~~\$250.00 per quarter paid in advance~~)(\$83.00 per month paid in the first pay check of each month. Prorating will not be provided for shift changes).

23.5 A bargaining unit member may carry a back-up weapon or second pistol, of a type approved by Department Policy while on duty provided the bargaining unit member has qualified with the weapon and has obtained prior approval of the Chief of Police.

ARTICLE 24
WAGES

24.1 Effective ~~the first full pay period following~~ October 1, ~~2015-2018~~ Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. receive a 2.5% increase to their hourly salary for the fiscal years 2015/16, 2016/17, 2017/18. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

Formatted: Strikethrough, Highlight

24.2 Employees who are promoted from Patrol Officer to Sergeant will receive a salary increase to the minimum of the Sergeant's pay grade or a maximum of Ten (10) % whichever is greater. ~~In the event the department institutes the Master Officer program in the future, any officers who are promoted to the Master Officer position, which would include two separate increase of 2.5% each, and are later promoted to Sergeant, would then receive an increase to the minimum of the Sergeant's pay grade or a maximum of Five (5) % whichever is greater.~~

24.3 Effective October 1, 2018, the Police Department will certify those officers who have successfully completed all of the necessary milestones to achieved the position of Master Patrol Officer "A" and Master Patrol Officer "B" under the strict guidelines of the program.

Officers who are promoted to the Master Patrol Officer position(s), which will include two separate increases of 2.50% each as an add pay, and are later promoted to Sergeant, would then receive an increase to the minimum of the Sergeant's pay grade or a maximum of Five (5) % whichever is greater. However, the respective add pay will be removed from the officers add pay if the officer ever loses the designation as defined in the program.

24.34 Bargaining unit members assigned to non-patrol positions (C.I.D., C.R.A. and Motor Patrol) will receive a 5% assignment pay which will be added to their current base rate of pay. ~~However, the 5% assignment pay will be removed when transferring out of these assignments.~~

~~24.4~~ 24.5 Bargaining unit members assigned as Field Training Officer shall receive one hour of pay at the overtime rate or equivalent compensatory time for each day they are performing the specialized duties.

24.6 All wage provisions apply to the fiscal year beginning October 1, ~~2015-2018~~ through the fiscal year ending September 30, ~~2018-2021~~ and do not apply to any future years.

~~24.5~~ 24.7 Pay Grade is located in Exhibit "B"

Formatted: Indent: Left: 0.06", No bullets or numbering

**CITY OF HOLLY HILL
2012/2013 CLASSIFICATION PLAN
EFFECTIVE OCTOBER 1, 2012
POLICE PERSONNEL**

PAY GRADE	POSITION TITLE	SALARY RANGE		
		MIN	MAX	
P2	Police Officer	\$32,463	\$51,897	
	Police Investigator			
P4	Police Sergeant	\$40,313	\$64,447	
P5	Lieutenant	\$44,344	\$70,891	

—ARTICLE 25

PERSONAL LEAVE

25.1 Personal Leave may be used by a bargaining unit member for the following reasons:

1. For rest and relaxation, scheduled personal leave is available for use only after completing six (6) months of service. The use of scheduled personal leave, safety day and compensatory time must be scheduled ahead of time. Bargaining unit bargaining unit member-s must provide a 3-day advance notice to request the use of scheduled personal leave, the use of the safety day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of scheduled personal leave or compensatory leave time of three (3) days or more. The Department will make every effort to grant the request, however, there is no guarantee this will occur

2. For medical appointments and/or short term illnesses; for purpose of attending to a sick or injured family member; for child care purposes; for court appearances of a personal nature; for funerals of those friends or relatives not in the immediate family; for nationally recognized religious holidays not covered under the holiday benefit; and for any other reasons as may be approved by your supervisor. A scheduled day off requires three (3) calendar days written notice and approval is at the discretion of the Police Chief/Designee.

3. For unscheduled emergencies with supervisor approval; an unscheduled leave may be requested with short notice to attend to critical situations which could not have been anticipated. The bargaining unit member must provide a reason for this request.

The rate of accrual will be as follows:

Years of Service	Total # hrs/yr accrued
1-4	120 hours
5 -9	144 hours
10 – 14	160 hours
15 – 19	184 hours
20 -24	224 hours
25 – 29	240 hours
30 +	256 hours

Bargaining unit members covered by this agreement will accrue personal leave hours on a bi-weekly, prepay period basis. Upon separation or termination, payment will be made at straight time for any unused accrued time up to the maximum of 750 hours.

All bargaining unit members shall take vacation leave as earned yearly, however, ~~a~~ bargaining unit member may carry over one-half (1/2) of earned annual leave to a succeeding year. No more than one-half (1/2) of earned annual leave may be carried over to a succeeding year without written approval from both the bargaining unit members department head and City Manager. Personal leave may be accumulated to a maximum of 750 hours.

25.2 Extended Leave. In addition to Personal Leave, a bargaining unit member will accrue Extended Illness Leave. This leave is to be used for ~~B~~bargaining ~~u~~Unit ~~m~~Member's illnesses or injuries involving hospitalization or absences of three or more days. If absences exceed four or more consecutive days, a doctor's note will be required upon return to work. There is no limit to the number of hours which may be accrued in this account. A bargaining unit members will accrue this leave at a rate of four (4) hours per month, six (6) days per year, regardless of length of service.

Upon termination, bargaining unit members will be paid for any unused accrued extended illness leave at the bargaining unit member's current rate of pay according to the following schedule:

<u>Completed Years of Service</u>	<u>Percentage of Payment</u>
1-10	50%
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20+	100

Note: Payment will be based on a maximum of 825 hours only.

Bargaining unit members who receive retirement benefits from their pension fund under a normal or

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

disability retirement, shall be entitled to payment of 100% of extended leave regardless of years of service.

For sickness and unforeseen emergencies, as much notice as possible shall be given. The bargaining unit member must provide a reason for this unscheduled request. Other than unforeseen emergencies, all requests for any leave must be made in writing including compensatory time.

25.3 Bargaining unit members shall have the option of selling back up to (40) hours of Personal Leave in the first pay period of December at the rate of pay as of the date of sell-back. Effective October 1, 2016 bargaining unit members must maintain a minimum balance of ~~three (3) weeks~~ 120100 hours Personal Leave, after sell back time, in order to sell back any Personal Leave under this section.

25.4 Safety Day Leave. All eligible bargaining unit members employees shall receive one (1) additional day of annual leave (to be termed a Safety Day), provided the bargaining unit member employee has experienced no work related injury in the previous ~~calendar~~ fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the ~~calendar~~ fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by bargaining unit members employee's Supervisor or Police_Chief. (-8 hour day or 12 hour day for the respective permanently scheduled positions)

ARTICLE 26

HOLIDAYS

26.1 The following shall be observed as paid holidays for all but temporary employees:

- 1 New Year's Day
- 2 Martin Luther King Day
- 3 Good Friday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 **Veterans Day**
- 8 Thanksgiving Day
- 9 Day after Thanksgiving
- 10 Christmas Day
- 11 One floating holiday designated by City Commission

Formatted: Highlight

26.2 When a holiday falls on a bargaining unit member's regular off-duty day, the bargaining unit member shall receive holiday pay at bargaining unit member's normal base rate. Holiday pay is defined as an additional eight (8) hours of pay at the bargaining unit member's regular rate, even though the bargaining unit member may work 12-hour shifts. Forty hour bargaining unit members will observe the City observed Holiday.

26.3 When a bargaining unit member is required to work on a holiday listed above, the bargaining unit member shall be compensated at straight time for all-hours worked. In addition thereto, the bargaining unit member shall receive time and one-half (1 ½) the bargaining unit member's regular rate of pay for all hours worked. Employees that elect to work "over-time" on a holiday shall be compensated at straight time for all hours worked and shall receive time and one-half (1 ½) the bargaining unit member's regular rate of pay for all hours worked, member's will not be entitled to

receive any additional pay benefit.

26.4 If a bargaining unit member uses personal leave, compensatory time used, etc., on a holiday, the bargaining unit member will be paid eight (8) hours holiday pay with the remaining scheduled shift hours paid as personal leave, compensatory time used, etc.

26.7 A unit Bargaining Unit Member shall be awarded a birthday leave day. A birthday leave day will be granted to each unit Bargaining Unit Member at the beginning of each fiscal year. The birthday is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The birthday cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the provisions of overtime for holidays. (8 hour day & 12 hour day for the respective permanently scheduled positions).

ARTICLE 27

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

27.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the bargaining unit member-s covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves these bargaining unit members in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of bargaining unit member-s covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, department supervisory officials whose primary concern must be the security of the City and preservation of the public interest.

27.2 In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any bargaining unit member covered by this Agreement that could lead to discipline shall be conducted

under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
2. The bargaining unit member under investigation shall be informed of the nature of the investigation prior to any interrogation.
3. The bargaining unit member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the bargaining unit member under interrogation shall be asked by and through one (1) interrogator at any one (1) time.
4. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the Holly Hill Police Department.
5. At the request of any bargaining unit member under investigation he shall have the right to be represented by counsel or any other representative of his choice (at his own expense) who shall be present at all times during such interrogation whenever the interrogation could lead to discipline. The formal interrogation of a bargaining unit member, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
7. If the bargaining unit member under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
8. No bargaining unit member shall be ordered to submit to any device designated to measure the truth of his responses during questioning.

9. During interrogations the bargaining unit member shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary action. The interrogator does not have the right to make a promise of reward as an inducement to answering questions.

10. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations which are the subject of the investigation.

11. In the interest of internal security and fairness to the bargaining unit member under investigation, the City, insofar as is legally permissible, agrees to make no conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event ~~the~~ the bargaining unit member under investigation, or any organization or person representing said bargaining unit member makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

12. ~~A~~ bargaining unit member under investigation may obtain a copy of any written statement he has executed at no cost to the bargaining unit member .

13. In all cases wherein ~~a~~ bargaining unit member is to be interrogated concerning an alleged violation of the Department's Rules and Regulations which, if proven, may result in his dismissal or in some other disciplinary measure, he shall be afforded a reasonable opportunity and facilities to contact or consult privately with an attorney of his own choosing and a representative of the Association before being interrogated. The attorney and the Association representative may be present during the interrogation. The costs involved shall be assumed by the bargaining unit member~~-~~. Where the attorney is not immediately available and conditions

permit, the interrogation will be postponed for twenty-four (24) hours.

14. When any bargaining unit member has been charged with any violation of Departmental Rules and Regulations, the City will make no public statement concerning the alleged violation.

16. The City shall not compel a bargaining unit member to speak or testify for or be ~~5~~ questioned by any non-governmental agency.

16. In cases where the City chooses to relieve an bargaining unit member from duty pending an investigation or other administrative determination, the following conditions will prevail:

A. The bargaining unit member will remain on full salary and allowances and shall not lose any benefits during this period of time. The Department will conduct and conclude its Professional Standards Investigation within 10 days of the offense. If this ten (10) day period must be extended to accommodate the needs of the bargaining unit member, or the bargaining unit member's counsel/representative, the bargaining unit member may be placed in an unpaid status pending the completion of the investigation. If the ten (10) day period is extended to accommodate the needs of the Department, the bargaining unit member shall remain on full salary.

B. Should disciplinary action result from the investigation, that period of time in which the bargaining unit member was relieved from duty will be included in disciplinary action. In the event that an bargaining unit member has been paid, the bargaining unit member's accumulated leave or compensatory time shall be charged as an off offset.

18. During the internal investigations or interrogations, questions must be limited to the circumstances surrounding the officer's alleged violation of department rules.

19. The findings of internal affairs investigations shall be labeled:

- a. Sustained - Member committed infractions alleged.
- b. Non-Sustained- The investigation is unable to verify, or refute the allegation.
- c. Unfounded – The investigation has proven that the events as alleged did not occur.
- d. Exonerated – The actions of the Department member were lawful and proper.

20. Only "Sustained" letters of complaint from citizens will be inserted in an officer's personnel record.

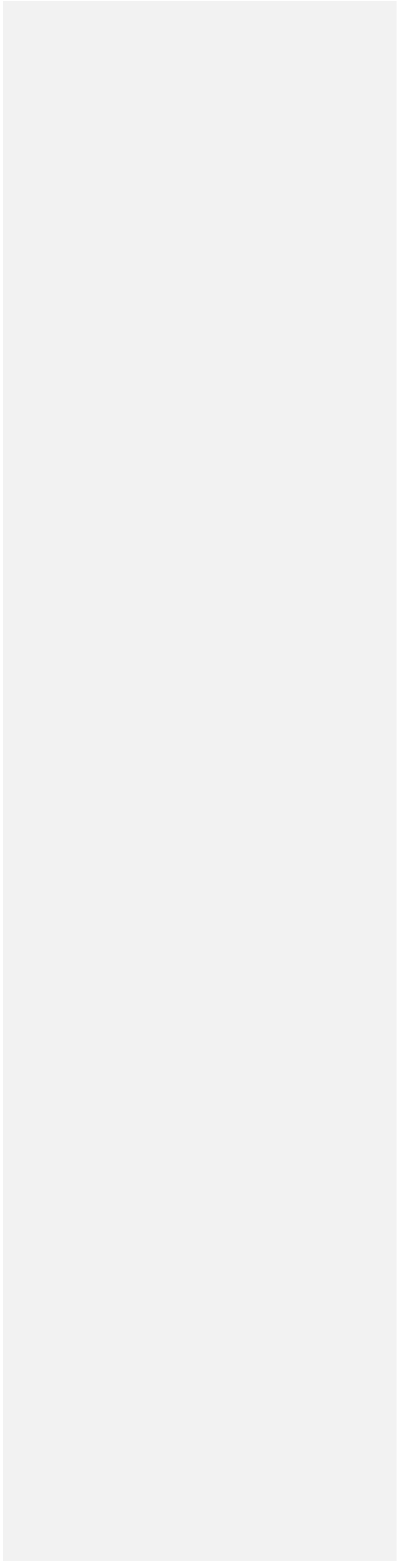
21. The charge "conduct unbecoming an officer" and all similarly vague charges will not be employed by the City.

22. The City shall not discharge or discipline any bargaining unit member without just cause and due process. If, in any case, the City feels there is just cause for suspension or discharge, the bargaining unit member and the Association will be notified in writing that the bargaining unit member has been suspended and may be subject to discharge, that formal written charges have been filed with the Chief of Police. A copy of the foregoing shall be served upon the bargaining unit member charged by a police officer holding the rank of supervisor or higher.

23. The City agrees that no adverse action will be taken against any bargaining unit member who exercises the rights provided for in this Article.

24. The City agrees not to disclose bargaining unit member's personal family information except as compelled by law.

25. Internal investigations will not be conducted on a Police Officer when the investigation concerns a violation which is more than twelve (12) months old on departmental matters other than issues involving moral turpitude as defined by the PST unless the investigation is of a criminal nature. No criminal investigation will be conducted on a Police Officer when the offense exceeds the statutes of limitations.



Attachment: PBA Draft 1018-2021 July 24, 2018. (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 28

HEALTH INSURANCE

28.1 The City agrees to provide hospital and medical coverage for the bargaining unit member as follows:

- a. The City shall pay the full premium for the individual coverage of the lowest bargaining unit member only rate of the health insurance offered.
- b. The City shall make no contribution to dependent coverage.

28.2 The City will pay \$5,000.00 toward the funeral and burial expense of any bargaining unit member of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which bargaining unit member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

28.3 The City agrees to maintain a term life insurance policy for each bargaining unit member covered by this Agreement equal to the bargaining unit member's base salary, to a maximum of \$50,000. Each policy shall also provide for a double payment of benefit should death be the result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

ARTICLE 29

PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS

29.1 A permanent bargaining unit member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440.

29.2 At the request of the Chief of Police, the City Manager may direct any bargaining unit member covered hereunder to submit to a physical and/or mental examination conducted by a physician.

The sole purpose of such examination shall be to determine whether the bargaining unit member has a physical or mental disability which impairs his effectiveness as a police officer, limits his ability to perform his assigned duties, or make his continuation in his job a danger to himself, the public or other department bargaining unit member-s. In the event the City Manager, in consultation with the Chief of Police and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the bargaining unit member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Chief of Police, the City Manager, in his discretion, may permit the bargaining unit member to continue with his normal duties, reassign the bargaining unit member to other duties with the City or temporarily remove the bargaining unit member from City service. Should the bargaining unit member be temporarily removed from City service during the period of time specified for the correction of his disability, the bargaining unit member may utilize his annual leave, sick leave or leave without pay for the correctional period. However, if the bargaining unit member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.

2. If, in the opinion of the designated physician, the disability cannot be corrected, the City

Manager in consultation with the Chief of Police, shall attempt to place the bargaining unit member in another City position which, in the City Manager's discretion, the bargaining unit member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the bargaining unit member or place the bargaining unit member in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the bargaining unit member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the bargaining unit member once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the bargaining unit member from the City's service either through retirement, if available under the City retirement system, or through dismissal.

29.3 Nothing contained in this Article shall apply to disabilities which occurred prior to the effective date of this agreement.

ARTICLE 30

LEGAL BENEFITS

30.1 When the City may legally do so, the City shall furnish to bargaining unit bargaining unit member-s benefit of legal defense in accordance with Florida State Statute 768.28 (5) and (9) or as amended. No bargaining unit member or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function, unless such bargaining unit member or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

ARTICLE 31

PENSION

31.1 The pension plan includes a five (5) year “Drop Plan” as outlined in the amendment to ordinance Chapter 42 section 42.31 (c) Pension Benefits adding a Deferred Retirement Option Program. A copy of the proposed ordinance change is attached for reference. The addition of this DROP was determined to be “cost neutral” by the fund’s actuary and will have no negative or positive impact on the fund. Bargaining unit member’s electing to enter the DROP must make application and abide by the provisions of the DROP with the understanding that participation is irrevocable.

31.2 The City shall eliminate the contributions the City makes to the fund on the behalf of each bargaining unit member. For purposes of calculating the final average compensation for each bargaining unit member who was enrolled in the pension plan as of September 30, 1999, final average compensation shall be calculated at the rate of one hundred ten and six-tenths percent (110.6%) of Pension able Income. All others will be compensated at 100% of final average compensation.

31.3 The City and the Association agree to modify the present pension plan as of October 1, 2005, to include the following provisions:

a. Each bargaining unit member who is not in the DROP shall, beginning October 1, 2005, contribute five (5%) percent of each installment of salary to the pension plan. This contribution shall be considered an bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d) of the Code of Ordinances of Holly Hill, Florida.

b. The plan will include an annual two percent (2%) cost of living increase for all bargaining unit member retiring on or after September 30, 2006, beginning on the first year anniversary of their retirement date. Any bargaining unit member retiring after ratification of this contract, the (2%) cost of living increase will commence on the fifth (5th) anniversary year of their retirement date.

c. Each bargaining unit member who is not in the DROP and was hired on or after July 1, 2011 shall, beginning July 1, 2011, contribute seven (7%) percent of each installment of salary to the

pension plan. This contribution shall be considered a bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d) of the Code of Ordinances of Holly Hill, Florida.

31.4 The medical stipend benefit supplement will be increased to \$150.00 per month, payable to all future retirees and disability recipients for the life of the member's pension benefits, regardless of service.

31.5 The benefit rate multiplier of the plan shall increase from two and one-half percent (2.5%) to three percent (3.0%) for all bargaining unit members who retired on or after October 1, 1999.

31.6 When a bargaining unit member of the fund terminates employment prior to retirement, they may choose to withdraw the money they contributed to the fund. All bargaining unit members will receive 100% of the contribution they made as a police officer contribution. Bargaining unit members enrolled in the fund as of September 30, 1999 will receive 100% of the contribution the City made to the fund in the name of the officer less applicable taxes.

31.7 Normal Retirement. A bargaining unit member's normal retirement date shall be the first day of month coincident with, or next following, the later of attainment of his 55th birthday, and the completion of six (6) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age. A bargaining unit member's normal retirement date for officers hired on July 1, 2011 or thereafter shall be the first day of the month coincident with, or next following, the latter of attainment of his/her 55th birthday, and the completion of ten (10) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age.

31.8 Credit for Military Service. A bargaining unit member may buy back up to four (4) years of creditable service in the system subject to the following conditions:

- a. The bargaining unit member must have 10 years vested in the Holly Hill Pension System.
- b. The bargaining unit member makes both the required bargaining unit member contribution and the

employer contribution.

- c. Military service is defined as active duty in the Armed Forces of the United States and bargaining unit member has received an honorable discharge DD-214.
- d. Military service used in any other retirement system, including a pension system under chapter 67 of Title 10 of the United States Code is not eligible buy-back unto the system

31.9 Credit for Previous Law Enforcement Experience. A bargaining unit member may buy back creditable service time for periods of public law enforcement employment with the State of Florida or another state subject to the following:

- a. Previous law enforcement experience must have been as a sworn law enforcement officer and performed in the employ of a state political subdivision, thereof, or with the Federal Government.
- b. Service was provided prior to a period of membership in this pension system.
- c. Not more than four (4) years of creditable service may be purchased.
- d. The bargaining unit member makes both the required bargaining unit member contribution and the employer contribution.
- e. The bargaining unit member must have 6 years vested in the Holly Hill Pension System. For bargaining unit member hired July 1, 2011 or thereafter, the member must have ten (10) years vested in the Holly Hill Pension System.
- f. Previous law enforcement experience used in any other retirement system or where the bargaining unit member received a retirement benefit during that time of employment is not eligible.

31.10 Credit for both military and previous employment shall not exceed a total of four (4) years combined.

ARTICLE 32

PROMOTION OF SAFETY

32.1 The City and the P.B.A. (Union) will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.

32.2 To maintain safety for street officers the Department shall endeavor to maintain a minimum shift manning level of which there shall be at least three (3) uniformed officers, one (1) of which must be a full-time uniformed officer, and one (1) full-time uniformed Supervisor. If the shift level goes below the three (3) officers, the officer in charge shall take immediate steps to obtain minimum levels. Travel to the County Jail or Hospital does not constitute the shift being below staffing levels.

The City shall budget an equivalent dollar amount to staff part time officers during identified and agreed upon peak demand hours for services at a level of 4,380 hours each fiscal year of this agreement through the October 2017/18 budget year.

32.3 Overtime assignments will primarily reflect the needs of the department, and to the extent practicable, the preference of affected officers as periodically communicated in writing to the Chief of Police.

32.4 A rotation list comprised of full-time and part-time certified officers will be maintained. In the event it is necessary to designate overtime shift or hours or to fill special detail duties assignments, seniority of the officers on the rotation list will be the criteria used. The first officer contacted will be placed on alert to work in case no one on the rotation list is reached. The Police Chief/designee after exhausting the entire rotation list and failing to reach anyone has the right to order any bargaining unit member to work that shift. If the City is unable to get a Police Officer to return to work, a sergeant may be called to perform the duties of a patrol officer.

32.5 If bargaining unit members of equal rank wish to trade schedules such request may be granted at the discretion of the Chief of Police or his designee.

ARTICLE 33

FAMILY MEDICAL LEAVE

34.1 PURPOSE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

ARTICLE 34

PHYSICAL ABILITIES TEST (PAT)

35.1 The City and the Union agree that bargaining unit members covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.

35.2 Each bargaining unit member shall be required to complete the Physical Abilities (Fitness) Test previously established by the Division of Criminal Justice Standards and Training of the Florida Department of Law Enforcement on an annual basis. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- a. Exiting car/enter trunk.
- b. 220 yard run.
- c. Obstacle course.
- d. Dummy drag.
- e. Obstacle course (repeat).
- f. 220 yard run (repeat).
- g. Weapon fire
- h. Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The bargaining unit member must complete the test in 6 minutes and 30 seconds or less to pass. (Bargaining unit member scoring at or above 6 minutes and 31 seconds fail).

35.3 Each bargaining unit member shall be scheduled to take the physical abilities test on an annual basis. If feasible, all tests (except for retests) will be administered in the months of January, February, March and April.

35.4 Any bargaining unit member hired after October 1, 2009 failing the PAT must retake the test within sixty (60) days. A bargaining unit member failing the retest (second test) must pass a second retest (third test) within sixth (60) days. Failure of the second retest will result in the bargaining unit member's termination due to his/her inability to perform the essential functions of his/her job.

35.5 Results of the PAT taken by any bargaining unit member hired prior to October 1, 2009 will not adversely impact evaluations, promotions or advancement opportunities.

35.6 A bargaining unit member who has a bona fide medical condition or injury which prevents him/her from taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, a City-selected physician or City-selected medical facility will determine the nature and extent of the bargaining unit member's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the bargaining unit member's job.

ARTICLE 35

TOBACCO USE

- 36.1 All bargaining unit members hired after October 1, 2009 are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining unit member will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.
- 36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense.

For the purpose of Article 36:

“Smoking” means inhaling, exhaling, burning, carry or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of any electronic cigarette or any other device intended to simulate lighted tobacco use.

“Tobacco products” means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobaccos products like Orbs (dissolvable tobacco pellets), sticks and strips or any forms of ignitable smokeless tobacco.

ARTICLE 36

TAKE-HOME VEHICLES

37.1 This City and the PBA agree to implement a vehicle Take-Home Program

37.2 Assignment of vehicles shall be considered a privilege, not a right. The City reserves the right to suspend and/or remove this privilege for legitimate financial reasons or for misuse of the vehicle. Only suspensions or removal of take-home vehicles resulting from discipline shall be subject to the Grievance process in Article 17. The City retains the operational right to determine which vehicles shall be assigned to the take-home program and which officers shall be assigned these vehicles. Only full time active duty personnel will be assigned a take home vehicle. Bargaining unit members who are not working in their regular assigned duty for more than two (2) weeks or have requested leave in that amount or greater, shall not have the use of a take-home vehicle.

37.3 While operating the vehicle, bargaining unit members shall abide by all applicable City policies and general orders.

37.4 Those bargaining unit members who are assigned take-home vehicles and reside outside the City limits shall have an amount per pay period deducted from their paycheck for the privilege in the following manner:

Members residing within the city limits: \$0.
 Members residing within 4.99 miles of the nearest city limit: \$10.
 Members residing between 5 and 9.99 miles of the nearest city limit: \$15.
 Members residing between 10 and 19.99 miles of the nearest city limit: \$30.
 Members residing between 20 and 30 miles of the nearest city limit: \$45.

37.5 Special Orders will be developed by the City to determine utilization of this program.

37.6 Violations of the take-home vehicle program shall be subject to the departments disciplinary process and loss of the privilege of taking a vehicle home .

37.7 Bargaining unit members shall have the right to use their assigned vehicle for travel to and from department-approved training or education classes.

ARTICLE 37

TERMS OF AGREEMENT

38.1 This agreement shall remain in effect for a three (3) year period beginning October

1, ~~2015-2018~~ and continue through September 30, ~~2018~~2021.

CITY OF HOLLY HILL

COASTAL FLORIDA PBA

John Penny, Mayor

~~Kimberly Kilpatrick~~Mike Scuderio, President

Joseph Forte, City Manager

Michael Shaffer, Neg. Team Member

Diane Cole, Human Resources Manager

~~Steve~~Stephen Aldrich, Police Chief

**AGREEMENT BETWEEN
COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION
AND
THE CITY OF HOLLY HILL**

October 1, 2018 – September 30, 2021

Ratified by City Commission: _____

TABLE OF CONTENTS

	<u>Page</u>
Agreement	4
Article 1 Union Recognition.....	5
Article 2 Management Rights	6-7
Article 3 Employee Rights	8
Article 4 Strikes and Lockouts.....	9
Article 5 Dues Check Off	10
Article 6 Personnel Records	11
Article 7 Basic Scheduling and Duty Assignment	12-14
Article 8 Bulletin Boards.....	15
Article 9 Association Representative	16
Article 10 Promotional Policy	17
Article 11 Seniority and Reduction in Force	18-19
Article 12 Probationary Period	20
Article 13 Employee Management Committee	21
Article 14 Voting	22
Article 15 Temporary Assignment to a Higher Classification	23
Article 16 Disciplinary Action.....	24
Article 17 Grievance and Arbitration Procedure	25-28
Article 18 Training.....	29
Article 19 Leave of Absence	30
Article 20 Authorized Use of Private Automobile	31
Article 21 Bereavement Leave	32
Article 22 Maintenance of Benefits	33

Article 23	Uniform, Clothing and Equipment	34-35
Article 24	Wages	36
Article 25	Personal Leave	37-39
Article 26	Holidays	40-41
Article 27	Internal Investigations and Obligations to the Public.....	42-46
Article 28	Insurance	47
Article 29	Physical Examination and Workers Compensation Benefits	48-49
Article 30	Legal Benefits	50
Article 31	Pension.....	51-53
Article 32	Promotion and Safety.....	54
Article 33	Family Medical Leave.....	55
Article 34	Physical Abilities Test.....	56-57
Article 35	Tobacco Use.....	58
Article 36	Take-home Cars.....	59
Article 37	Terms of Agreement.....	60
Exhibit “A”	Annual increases	61
Exhibit “B”	Pay bands	62

THIS AGREEMENT is entered into by the CITY OF HOLLY HILL, FLORIDA, hereinafter referred to as the "City", and the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Employee Organization" or the "Association".

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 1**TITLE RECOGNITION**

1.1 The City hereby recognizes the Association as the exclusive bargaining agent for those employees in the following bargaining unit:

Included: All Sworn full-time Police Officers, Police Sergeants, and Police Lieutenants

Excluded: Police Chief, Deputy Police Chief, part-time Police Officers and all non-sworn positions.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Holly Hill Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2 The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, transfer, classify, reclassify and lay off bargaining unit members; fire, demote, and for just cause, transfer bargaining unit members from location to location; rehire bargaining unit members; maintain the efficiency of bargaining unit members through supervisory personnel; merge, consolidate, expand or close the Department or any part thereof or expand, reduce, alter, combine, assign or cease any positions upon notifications, control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, sub-stations and departments thereof; schedule and assign the work to the bargaining unit members and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials facilities, equipment and subcontract or contract any or all of its operations and functions. The Chief of Police will meet and negotiate with Association representatives regarding any change to the basic shift rotation plan of the Patrol Division, prior to implementation of any change to that plan.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights to the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Holly Hill Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted

or modified by this Agreement.

2.5 If, in the discretion of the Mayor or the Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor or Commission during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 The Association agrees it will not in any manner whatsoever, either directly or indirectly, support or condone, or in any way assist with any movement or effort in the City which might in any fashion have the effect of changing or altering this Labor Agreement. Such Agreement includes, but is in no way limited to, the supporting, either directly or indirectly, of any local legislation which would result in the alternation of any terms of this Agreement.

2.7 The exercise of the above rights shall not preclude bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

2.8 The City acknowledges that the language in this Article is not a waiver of any of the Association's rights under federal and Florida statutes nor is it a waiver of any bargaining unit member or group of bargaining unit member's rights under federal or Florida statutes.

ARTICLE 3

EMPLOYEE RIGHTS

3.1 Parties hereto agree not to interfere with the right of any bargaining unit member to become a member of the Employee Organization, withdraw from membership in the Employee Organization, or refrain from becoming a member of the Employee Organization.

3.2 There shall be no discrimination against any bargaining unit member by reason of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws or Employee Organization membership or activity, or lack of Employee Organization membership or activity. References to the use of the word he or his in this Agreement is for brevity only and shall be interpreted to mean him or her or his or her.

3.3 Nothing contained in this Agreement shall prevent any bargaining unit member covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in the Grievance Procedure available under this Agreement, without representation of the Employee Organization. Further, nothing contained in this Agreement shall prevent any bargaining unit member from discussing a non-contract problem directly with his immediate supervisor or other departmental official without the intervention of the Association, provided that the immediate supervisor or other departmental official agrees to discuss or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 4

STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit members or the Association and there will be no lockouts by the City for the duration of this Agreement. The Association supports the City fully in maintaining normal operations.

4.2 Any bargaining unit member who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for, and engaged in, activities which are the basis of the health, safety, and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief, provided, however, it is agreed that the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing bargaining unit members from reporting to or continuing work.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 5

DUES CHECK-OFF

5.1 Bargaining unit members covered by this Agreement may authorize payroll deduction for the purpose of paying Association dues. No authorization shall be allowed for payment of initiation fees, assessments or fines. The Association will notify the City in writing within thirty (30) days prior to any changes in the regular Association dues structure.

5.2 Dues shall be deducted biweekly (26 pay periods) and the funds deducted shall be remitted to the treasurer of the Association within thirty (30) days. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Association dues.

5.3 The payroll deductions of each bargaining unit member shall be instituted upon voluntary written notice from the bargaining unit member.

5.4 The payroll deduction shall be revocable by the bargaining unit member notifying the City in writing. The Association shall be notified by the City of any revocation.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 6

PERSONNEL RECORDS

6.1 Each bargaining unit member covered by this Agreement shall have the right to a supervised inspection of his/her official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The bargaining unit member shall have the right to request duplicate copies, at no expense, of any items contained in the bargaining unit member personnel file.

6.2 Bargaining unit members shall have the right to submit a written response to any letter or reprimand or other document which is placed in the bargaining unit members official personnel file.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to furnish anyone the bargaining unit member's home address or telephone number without his/her consent.

6.4 The Association will indemnify and hold the City harmless against any claims made and against any suits instituted against the City as a result of the City exercising this prohibition against the furnishing of personnel data as defined in Section 6.3.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 7

BASIC SCHEDULING AND DUTY ASSIGNMENT

7.1 The City and the Union agree that the basic work period for the Patrol Division shall consist of a pay cycle of 84 hours. Hours worked in excess of the 84-hour schedule shall be compensated for at a rate of one and one-half (1 ½) times the basic hourly rate of the bargaining unit member. Bargaining unit members assigned to work on an 8-hour day schedule, 40-hour work week shall be compensated at the rate of one and one-half (1 ½) times the basic hourly rate of the bargaining unit member for hours worked in excess of 40 hours per work week.

7.2 For overtime calculations work performed shall not include unscheduled personal leave or extended sick leave, holiday (straight time) and workers compensation leave. Holiday (straight time) will be included in the calculation of overtime for bargaining unit members assigned to 80 hour pay cycle. Scheduled personal leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes. For purposes of overtime calculations, all state paid incentive pay is not used when determining the hourly rate.

7.3 The maximum accumulation of compensatory time hours is eighty four (84) hours. When a bargaining unit member takes compensatory time off, the hours in his accumulated account would be appropriately reduced by the time taken off. If any bargaining unit member leaves the service of the City, the hours in his compensatory time accumulation shall be paid at his current rate of pay. At the request of the Bargaining Unit member, compensatory time may be paid out at the current rate in the first pay period in September.

7.4 Overtime pay shall be paid during the same pay period in which it is earned, with the exception of overtime that is worked on the last day of the pay period. When this occurs, this overtime pay will be paid in the next pay period.

7.5 If an bargaining unit member is called to work outside his normal working hours, he/she shall

receive a minimum of two and one half (2.5) hours pay at the rate of one and one-half (1.5) times the bargaining unit member 's basic hourly rate.

7.6 The minimum call-out compensation referred to in the above section shall apply to all call out, except required judicial appearances in Federal, Circuit, County or Municipal proceedings; either criminal, civil or traffic, on matters arising from the bargaining unit member 's employment which shall be for a minimum of three (3) hours. Any fee paid by the court to the bargaining unit member for his court appearance shall be retained by the bargaining unit member in the event that the bargaining unit member uses his own vehicle. If the bargaining unit member uses a City vehicle, any fees paid by the Court to the bargaining unit member will be turned over to the City.

7.7 No supervisor or official shall take action to alter or change the work schedule in any manner to avoid payment of earned overtime.

7.8 A basic shift rotation schedule for the Patrol Division will be posted 30 days in advance of the expiration of the previous schedule for the twelve (12) month period. The twelve (12) month period will run from October through September of each year with the change going into effect on the first day of the first new pay period of October, Thirty (30) days prior to the posting of the schedule, a list will be posted for officers to sign and choose what shift they choose to work. If there is a conflict with a number of officers wanting a particular shift, assignments will be made by seniority as defined by the PBA contract. Squad assignments can be changed by the Chief or designee when operationally necessary. Individual squad personnel may voluntarily switch assignments with another of equal rank one time during the 12 month shift rotation period. All shift changes must be approved by the Chief/designee.

7.9 Except in case of emergency, a bargaining unit member will be given a minimum of forty eight (48) hour advance notice of any changes in his scheduled shift. Emergency as herein defined shall include unforeseen staffing requirements due to officer illness, bereavement leave, natural or man-made disaster or any other extraordinary manpower requirements. If a bargaining unit members is not

notified prior to forty eight (48) hours of a shift change, and no emergency exist (as herein defined) the bargaining unit member shall receive payment at one and one half (1 ½) the straight time rate for the first eight (8) hours of the new shift. There will be no changes in the work schedule unless authorized by the Chief or his designee. A bargaining unit member may choose to receive comp time instead of the salary.

7.10 It is agreed that all assigned off-duty employment will be compensated at the rate provided for by the business and at a minimum of \$35.00. Assigned off-duty employment shall mean any employment of any bargaining unit member, excluding part-time officers, except as indicated below, where within the City limits of the City of Holly Hill such employment necessitates the wearing of the uniform of the City of Holly Hill, or any issued part thereof. It is further agreed that such assigned off-duty employment shall first be approved by the Chief of Police and all compensation for assigned off-duty employment shall be paid directly to the officer working the assignment by the individual employer at the end of each detail. The City will not be responsible for any enumeration for this service. It is understood that the bargaining unit member performing the off-duty assignment shall not be entitled to any overtime compensation. In the event a bargaining unit member working an off-duty assignment is injured in the line of duty while acting in the capacity of a police officer the City agrees to provide coverage for workers compensation as per Florida State Statutes. The rotational list shall be maintained by the Police Chief/designee in the event no full-time officer is available to cover the special assignment a part-time officer can then be used to fill the vacancy.

7.11 A bargaining unit member may be entitled to a (30) thirty minute meal period during each eight (8) hour or twelve (12) work period. When a meal period is granted, the bargaining unit member must standby by for a possible call to duty and shall remain on duty. The bargaining unit member shall be compensated during the meal period.

ARTICLE 8

BULLETIN BOARDS

8.1 The Association shall be authorized use of a suitable bulletin board, at an agreed upon location.

8.2 The Association agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Association meetings
2. Association elections
3. Reports of Association committees
4. Recreational and social affairs of the Association.
5. Information to members concerning Association Business
6. Association Newsletters

8.3 All Association materials placed on the bulletin board shall be signed by the bargaining unit member Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials. The Chief of Police/designee shall have the right to refuse permission to post material considered inflammatory towards the City, the Police Department, or their leadership.

8.4 All costs incidental to preparation and posting of Association material shall be at the expense of the Association. The Association is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

8.5 Subject to the restrictions for bulletin board usage, the Association shall be authorized similar usage of departmental e-mail solely for the purposes listed in section 8.2 provided the Police Chief and City Manager are forwarded a copy.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 9

ASSOCIATION REPRESENTATIVE

9.1 The Employee Organization shall be represented by its President or his designee. It shall be the responsibility of the Association to notify the City and the Chief of Police in writing of any change of the designation of President or his designee, subsequent to the execution of this Agreement.

9.2 A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

9.3 It is understood and agreed that any bargaining unit member functioning as an Association representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Chief of Police or his designee and only after stating what Association duties are to be performed. If in the opinion of the City the above mentioned bargaining unit member is taking unreasonable time to conduct such business the City shall have the right to require the Association representative to return immediately to their productive City work. At no time shall a bargaining unit member communicate with a member of the City Commission with regard to Association business while on duty being compensated by the City.

9.4 Bargaining unit members may devote up to two hours vacation time per year to be used by the Association representative to conduct Association business, to include attendance at meetings negotiation of contracts, grievance investigations and similar duties. If the pool of vacation time is not sufficient, then the Association representative must perform the Association business without pay.

ARTICLE 10

PROMOTIONAL POLICY

10.1 The City shall announce the promotional process at least seven (7) days in advance. The selection process is used to evaluate candidates for promotion to the ranks of Lieutenant and Sergeant and may include any of the following, at the sole discretion of the Chief of Police. Additional items may be added by the Police Chief at his/her discretion. Further, final selection of those to be promoted rests exclusively with the Chief of Police (no right to appeal this decision exists).

Potential Evaluation Methods:

1. Written exam (appropriate notice to be given of source material).
2. Oral interview/exam using interviewers from other agencies.
3. Submission of resume/letter by candidates to the Chief.
4. Interview of candidates by Chief.
5. Review of personnel and professional standards files by the Chief.
6. Review/discussion of candidates past performance and suitability for promotion with current supervisory personnel and the Police Deputy Chief.
7. Written suitability for promotion evaluation by the candidates' current supervisor.

10.2 The City agrees that the probationary period shall be six (6) months duration of active duty. Where a probationary bargaining unit member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.

ARTICLE 11

SENIORITY AND REDUCTION IN FORCE

11.1 Seniority is understood to mean the time elapsed since a bargaining unit members most recent date of employment or re-employment. Seniority shall be determined by the following in descending order:

1. Rank
2. Amount of time in rank
3. Amount of time employed with the City of Holly Hill
4. In case of a tie, by alphabetical order using the initial of the last name

Seniority will continue to accrue during all types of leave, except for leave of absence without pay for one month or more, which shall cause the seniority date to be adjusted forward for an equivalent amount of time. Leaves of absence without pay for a period of less than 31 calendar days shall not cause a seniority date to be adjusted.

11.2 Bargaining unit members shall lose their seniority as a result of the following:

1. Retirement
2. Termination of employment
3. Absence without authorized leave for three (3) consecutive working days.

11.3 In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the bargaining unit member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with recall privilege.

When ties exist on the retention register, seniority is used to establish the retention roster, and work performance, based on an assessment of bargaining unit member performance evaluations shall be

used to determine the order of separation.

11.4 Names of bargaining unit members laid off by the City will be maintained on a recall register for a period of (18) month. During this period, should an appropriate job become available, the former bargaining unit member will be notified.

Should a laid off bargaining unit member refuse one (1) job opportunity offered by the City, his/her name shall be removed from the recall register.

11.5 Recall will be offered to laid off bargaining unit members provided they are physically and psychologically qualified to perform the duties of the job. A laid off bargaining unit member who is offered recall and is temporarily unable to accept due to medical reasons, loses his right to recall at that time but shall remain eligible for recall rights until the expiration of his or her recall right period. When bargaining unit members are recalled from layoff, the recall will be based on the following criteria; past work performance, attendance and seniority. In the event there is one bargaining unit member on the Recall Register, that bargaining unit member would be offered recall.

11.6 Vacations for each calendar year shall be scheduled for bargaining unit members on the basis of seniority preference; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any vacation period. The senior bargaining unit member is not entitled to “bump” a less senior bargaining unit member if a vacation request has been received and approved by the Police Chief in advance of a request submitted by the senior bargaining unit member. Nothing contained herein shall be interpreted as restricting the Department’s rights to cancel all vacations during any given period in the event of disaster or emergency.

11.7 In filling a non-promotional vacancy in any division or unit within the Department, seniority will be considered along with skills, abilities, and the requirements of the job.

12.1 All new members in the bargaining unit who are hired, regardless of their classification, shall be considered on probation for a period of 12 months, during which time they shall not be entitled to any seniority or tenure rights.

12.2 Any approved leave of absence in excess of ten days shall cause the bargaining unit member's probationary period to be extended by the amount equal to the leave taken. All bargaining unit members on probationary status shall not have recourse to the grievance procedure in any matter of discipline, termination or layoff. The City may, at its sole discretion, terminate any bargaining unit member during the probationary period.

12.3 All promoted bargaining unit members, regardless of their classification, shall be considered on probation for a period of (6) six months.

ARTICLE 13**EMPLOYEE MANAGEMENT COMMITTEE**

13.1 Nothing shall prevent the PBA representative from meeting with the Chief, or Deputy Chief to discuss issues of a topical nature at any time.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 14**VOTING**

14.1 During a primary, general or special election an employee who is registered to vote, whose hours of work do not allow sufficient time for voting shall be allowed up to two (2) hours off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting. When the polls are open for early voting prior to the normal election day, it shall also be considered sufficient time for voting.

ARTICLE 15**TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION**

15.1 In the event the Chief of Police determines that there is a need to temporarily fill a regularly budgeted vacant position with a bargaining unit member from a lower classification, he shall immediately advise the City Manager of such intention. Vacant shall mean a position that has opened for any reason. If a current eligibility list exists the Chief of Police shall temporarily fill the vacant position from said list. In the event there exist no current eligibility list relative to the budgeted position the Chief of Police may select any bargaining unit member from a lower classification to temporarily fill such budgeted position.

15.2 A bargaining unit members who is temporarily assigned to a position of higher rank shall be entitled to a 5% increase in pay after five (5) consecutive days, retroactive to the first day. If the bargaining unit member selected for a temporary assignment is not selected to permanently fill that position, bargaining unit member will be returned to previous classification and pay rate. Temporary assignment pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 16

DISCIPLINARY ACTION

16.1 In the event a bargaining unit members is discharged, suspended, or demoted, the City agrees that he shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

16.2 Upon request, any bargaining unit member may obtain a copy of any statement which he personally has given to the City or the Department in connection with any investigation based upon which disciplinary action can or will be taken against the bargaining unit member. At the time of such request, the bargaining unit member shall be required to pay all costs relating to the copy of his statement.

16.3 In the event a bargaining unit member becomes the subject of the formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the bargaining unit member of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 A bargaining unit member may be granted the right to confront and question the person who has registered the complaint.

16.5 Bargaining unit members will only be disciplined or discharged for just cause.

16.6 No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application, interpretation or violation of this Agreement. City personnel policies or rules which impact items not specifically addressed in this agreement and which affect the terms and conditions of employment of bargaining unit members shall not be changed without the written approval of the Union. A grievance shall be defined as any alleged violation of the specific terms of this Agreement Verbal and Written reprimands may only be grieved through Step 3.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by the City within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the grievance shall be considered conclusively abandoned.

17.3 Grievances shall be presented in the following manner, however, should either party be away from duty on compensated leave or official business, that time shall be excluded from the ten (10) Calendar day time frame:

Step 1. The bargaining unit member shall take up his grievance with his immediate supervisor or shift commander within ten (10) calendar days of the bargaining unit member's/union's knowledge of the occurrence(s) which gave rise to the grievance. The first step (between the bargaining unit member and his immediate supervisor) shall be on an informal and oral basis, in the form of a meeting, and shall not involve the Association or any other representative of the bargaining unit member unless requested by the bargaining unit member. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The supervisor shall reach a decision and communicate it orally or in writing to the grievant within ten days of the date the grievance was

presented to the supervisor.

Step 2. Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the bargaining unit member in a written memorandum, and shall next be taken up with the Chief of Police. A written grievance presented by the Association or bargaining unit member shall include the following:

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this agreement claimed to have been violated; and
3. The remedy or correction requested.

Such grievance shall be presented to the Chief of Police in writing, within ten (10) calendar days of the date of completion of Step 1. The Chief of Police shall, within ten (10) calendar days after presentation of the written grievance meet with the grievant and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.

The bargaining unit member may have present, at his/her option, a representative of the Association during any discussion of the grievance.

Step 3. If the grievance is not settled at the second step, the aggrieved bargaining unit member shall forward the written grievance to the City Manager within ten (10) calendar days after the decision of the Chief of Police. The City Manager shall conduct a meeting, within ten (10) calendar days after receipt of the grievance. The City Manager shall make a decision in writing within ten (10) calendar days of the meeting, unless a longer period of time is mutually agreed upon.

17.4 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the Association or the bargaining unit member may, within ten (10) calendar days after the City Manager renders a written decision on the grievance, request arbitration in writing to the FMCS (Federal Mediation & Conciliation Services) with a copy of the request delivered to the City Manager. The sole function of the FMCS is to assist in the selection of the arbitrator. The FMCS will furnish a panel of seven (7) names from which each party shall have the option within ten (10)

calendar days of striking three (3) names in an alternating fashion, thus leaving the seventh which shall be the neutral or impartial arbitrator.

17.5 The Association or bargaining unit member shall use the written grievance as presented in Step 2 as the official statement of the grievance to be arbitrated, the arbitrator, thereafter, shall confine his decision to the statement of grievance thus specified. The arbitrator shall fashion an appropriate remedy.

17.6 The arbitration hearing shall be conducted in accordance with the Rules or Procedure promulgated by the FMCS (Federal Mediation & Conciliation Services) subject to the following:

a. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.

b. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement.

c. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the questions which was presented to the FMCS in which the questions must be actual and existing.

d. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this agreement shall be furnished to both parties within thirty (30) days of the hearing.

e. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. All costs associated with said appeal will be borne by the party seeking review by the Court. However, if the Court reverses the finding of the arbitrator, the party appealing the original decision will not be responsible for the costs of the other party.

17.7 Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing. Any party desiring a transcript of the hearing shall bear the cost of

such transcript unless both parties mutually agree to share said cost. The City and the Union will share equally the cost of the arbitrator.

17.8 Where a grievance is general in nature in that it applies to a number of bargaining unit members rather than a single bargaining unit member, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's Representative, in writing, directly to the Chief of Police, Step 2, within ten (10) calendar days of the occurrence of the event(s).

17.9 Consistent with the provisions of the Florida Public Employee Relations Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule, regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

17.10 In settlement of any grievance resulting in retroactive adjustments, such adjustments shall be limited to the date no earlier than ten (10) days prior to the filing of the grievance in Step 1.

ARTICLE 18

TRAINING

18.1 In the event that a bargaining unit member requests to be sent to a given training program or the Department asks for a volunteer or volunteers to attend a given training program, compensation relative to the attendance at such training programs that are required or mandatory will be attended on compensated City time. Coursework or classes taken for purposes of professional growth will follow the City's program for Tuition Reimbursement and will be attended on off-duty hours. Any request for training by a bargaining unit member will be acknowledged by the Chief of Police, or his designee, within ten (10) business days of said request.

18.2 When an bargaining unit member is required to attend training sessions outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of time and one-half (1 ½) times the bargaining unit member's basic hourly rate.

18.3 In the event the bargaining unit member does not qualify on the approved firearms course, he/she will be reassigned for a maximum of one week by the Chief of Police. If the bargaining unit member again fails to qualify (the second time) the bargaining unit members will be immediately suspended without pay until he becomes qualified at his/her own expense.

18.4 Transportation to the pistol range or transportation to any other required and scheduled training shall be provided by the Police Department. In the event such transportation is not available, the bargaining unit member shall be entitled to applicable travel time and mileage allowance.

18.5 Full-time, State certified officers attending college and promotional courses shall be compensated in accordance with the City of Holly Hill Personnel Rules and Regulations 2018.

18.6 Training and Travel expenses will follow Section 8. Training and Development found in the City of Holly Hill Rules and Regulations manual.

ARTICLE 19

THIS PAGE LEFT BLANK

ARTICLE 20**AUTHORIZED USE OF PRIVATE AUTOMOBILE**

20.1 Any bargaining unit member authorized by the Chief of Police to use his private automobile in the performance of his official City duties will be compensated at the current federal rate.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 21

BEREAVEMENT LEAVE

21.1 The City agrees that when a death occurs in the immediate family of a bargaining unit member, that bargaining unit member shall receive four (4) days off without loss of pay or benefits. If the funeral occurs outside of the state of Florida, the Chief of Police shall have discretion to grant additional days off, to be charged from personal leave, extended sick leave or compensatory time which will be counted as scheduled time off. These additional days will not be charged against sick leave incentive eligibility. Bereavement leave must be used within a 3-month time period from date of death.

21.2 The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, Step-parents, Step-children or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the bargaining unit member or the bargaining unit member's spouse.

21.3 Should a Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, with a life expedience not to exceed 30 days, a Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, sick leave, etc.).

21.4 Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

ARTICLE 22

MAINTENANCE OF BENEFITS

22.1 This Agreement shall not deprive any bargaining unit member of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Holly Hill or the City of Holly Hill Personnel Rules and Regulations, unless abridged by this contract.

22.2 The City agrees that the City of Holly Hill Personnel Rules and Regulations, 2018, which includes approved job benefits, shall continue in full force for PBA bargaining unit members unless specifically provided for as abridged by this Agreement.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 23

UNIFORM, CLOTHING AND EQUIPMENT

23.1 The City will furnish uniforms to all bargaining unit members who are required to wear said uniform, to include the following as needed:

Hats (Honor Guard, only)	1
Shirts (long sleeve, Class "A")	1
Shirts (short sleeve 3 Class "B" and 2 Class "C")	5
Pants (3 Class "A,B" and 2 Class "C")	5
Vest with 1 carrier	1
Uniform Badge	1
Wallet Badge	1
Collar Pins	1 set
Whistle with chain	1
Rain gear	1
Winter Coat	1
Summer Shorts (Bike Patrol Only)	2
Summer Polo Shirts (Bike Patrol Only)	2
Glock Model 22 (.40 cal) w/ three mag.	1
Security Holster for Glock Model 22	1
Duty belt and trouser belt	1 set
Double magazine holder	1
Radio and holder	1
Chemical weapon (OC) and holder	1
ASP baton (21") and holder	1
Handcuffs and case	1

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

Digital Camera	1
Fingerprint kit	1
Access card (City Yards)	1
Access card (Halifax Health ER)	1
Thumbdrive (4GB)	1

23.3 A bargaining unit member who shall receive any breakage or damage to his uniform or approved personal equipment in the line of duty shall have it replaced or repaired at no cost to the bargaining unit member. However, any damage or breakage resulting from the misuse or neglect of personal property will not be paid for by the City. For purposes of this section, "approved" personal equipment shall be those items which have been specifically listed and submitted to the Chief of Police and approved by the Chief of Police as being appropriate for use in the line of duty. A copy of the current list is attached and incorporated by reference.

23.4 Sworn officers who are required to wear non-issued clothing in the course of their employment shall receive an annual clothing allotment paid monthly in the first pay check of each month as follows:

October 1, 2018 through September 30, 2021: \$1,000.00 annually (\$83.00 per month) paid in the first pay check of each month. Prorating will not be provided for shift changes.

23.5 A bargaining unit member may carry a back-up weapon or second pistol, of a type approved by Department Policy while on duty provided the bargaining unit member has qualified with the weapon and has obtained prior approval of the Chief of Police.

ARTICLE 24

WAGES

24.1 Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

24.2 Employees who are promoted from Patrol Officer to Sergeant will receive a salary increase to the minimum of the Sergeant's pay grade or a maximum of Ten (10) % whichever is greater.

24.3 Effective October 1, 2018, the Police Department will certify those officers who have successfully completed all of the necessary milestones to achieved the position of Master Patrol Officer "A" and Master Patrol Officer "B" under the strict guidelines of the program.

Officers who are promoted to the Master Patrol Officer position(s), which will include two separate increases of 2.50% each as an add pay, and are later promoted to Sergeant, would then receive an increase to the minimum of the Sergeant's pay grade or a maximum of Five (5) % whichever is greater. However, the respective add pay will be removed from the officers add pay if the officer ever loses the designation as defined in the program,

24.4 Bargaining unit members assigned to non-patrol positions (C.I.D., C.R.A. and Motor Patrol) will receive a 5% assignment pay which will be added to their current base rate of pay.

24.5 Bargaining unit members assigned as Field Training Officer shall receive one hour of pay at the overtime rate or equivalent compensatory time for each day they are performing the specialized duties.

24.6 All wage provisions apply to the fiscal year beginning October 1, 2018 through the fiscal year ending September 30, 2021 and do not apply to any future years.

24.7 Pay Grade is located in Exhibit "B"

ARTICLE 25

PERSONAL LEAVE

25.1 Personal Leave may be used by a bargaining unit member for the following reasons:

1. For rest and relaxation, scheduled personal leave is available for use only after completing six (6) months of service. The use of scheduled personal leave, safety day and compensatory time must be scheduled ahead of time. Bargaining unit bargaining unit members must provide a 3-day advance notice to request the use of scheduled personal leave, the use of the safety day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of scheduled personal leave or compensatory leave time of three (3) days or more. The Department will make every effort to grant the request, however, there is no guarantee this will occur

2. For medical appointments and/or short term illnesses; for purpose of attending to a sick or injured family member; for child care purposes; for court appearances of a personal nature; for funerals of those friends or relatives not in the immediate family; for nationally recognized religious holidays not covered under the holiday benefit; and for any other reasons as may be approved by your supervisor. A scheduled day off requires three (3) calendar days written notice and approval is at the discretion of the Police Chief/Designee.

3. For unscheduled emergencies with supervisor approval; an unscheduled leave may be requested with short notice to attend to critical situations which could not have been anticipated. The bargaining unit member must provide a reason for this request.

The rate of accrual will be as follows:

Years of Service	Total # hrs/yr accrued
1-4	120 hours
5 -9	144 hours
10 – 14	160 hours
15 – 19	184 hours
20 -24	224 hours
25 – 29	240 hours
30 +	256 hours

Bargaining unit members covered by this agreement will accrue personal leave hours on a bi-weekly, prepay period basis. Upon separation or termination, payment will be made at straight time for any unused accrued time up to the maximum of 750 hours.

All bargaining unit members shall take vacation leave as earned yearly, however, a bargaining unit member may carry over one-half (1/2) of earned annual leave to a succeeding year. No more than one-half (1/2) of earned annual leave may be carried over to a succeeding year without written approval from both the bargaining unit members department head and City Manager. Personal leave may be accumulated to a maximum of 750 hours.

25.2 Extended Leave. In addition to Personal Leave, a bargaining unit member will accrue Extended Illness Leave. This leave is to be used for Bargaining Unit Member's illnesses or injuries involving hospitalization or absences of three or more days. If absences exceed four or more consecutive days, a doctor's note will be required upon return to work. There is no limit to the number of hours which may be accrued in this account. A bargaining unit members will accrue this leave at a rate of four (4) hours per month, six (6) days per year, regardless of length of service.

Upon termination, bargaining unit members will be paid for any unused accrued extended illness leave at the bargaining unit member's current rate of pay according to the following schedule:

<u>Completed Years of Service</u>	<u>Percentage of Payment</u>
1-10	50%
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20+	100

Note: Payment will be based on a maximum of 825 hours only.

Bargaining unit members who receive retirement benefits from their pension fund under a normal or

disability retirement, shall be entitled to payment of 100% of extended leave regardless of years of service.

For sickness and unforeseen emergencies, as much notice as possible shall be given. The bargaining unit member must provide a reason for this unscheduled request. Other than unforeseen emergencies, all requests for any leave must be made in writing including compensatory time.

25.3 Bargaining unit members shall have the option of selling back up to (40) hours of Personal Leave in the first pay period of December at the rate of pay as of the date of sell-back. Effective October 1, 2016 bargaining unit members must maintain a minimum balance of 100 hours Personal Leave, after sell back time, in order to sell back any Personal Leave under this section.

25.4 Safety Day Leave. All eligible bargaining unit members employees shall receive one (1) additional day of annual leave (to be termed a Safety Day), provided the bargaining unit member employee has experienced no work related injury in the previous fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by bargaining unit members employee's Supervisor or Police_Chief.(8 hour day & 12 hour day for the respective permanently scheduled positions)

ARTICLE 26

HOLIDAYS

26.1 The following shall be observed as paid holidays for all but temporary employees:

- 1 New Year's Day
- 2 Martin Luther King Day
- 3 Good Friday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Thanksgiving Day
- 8 Day after Thanksgiving
- 9 Christmas Day
- 10 One floating holiday designated by City Commission

26.2 When a holiday falls on a bargaining unit member's regular off-duty day, the bargaining unit member shall receive holiday pay at bargaining unit member's normal base rate. Holiday pay is defined as an additional eight (8) hours of pay at the bargaining unit member's regular rate, even though the bargaining unit member may work 12-hour shifts. Forty hour bargaining unit members will observe the City observed Holiday.

26.3 When a bargaining unit member is required to work on a holiday listed above, the bargaining unit member shall be compensated at straight time for all hours worked. In addition thereto, the bargaining unit member shall receive time and one-half (1 ½) the bargaining unit member's regular rate of pay for all hours worked. Employees that elect to work "over-time" on a holiday shall be compensated at straight time for all hours worked and shall receive time and one-half (1 ½) the bargaining unit member's regular rate of pay for all hours worked, member's will not be entitled to receive any additional pay benefit.

26.4 If a bargaining unit member uses personal leave, compensatory time used, etc., on a holiday, the bargaining unit member will be paid eight (8) hours holiday pay with the remaining scheduled shift hours paid as personal leave, compensatory time used, etc.

26.7 A unit Bargaining Unit Member shall be awarded a birthday leave day. A birthday leave day will be granted to each unit Bargaining Unit Member at the beginning of each fiscal year. The birthday is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The birthday cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the provisions of overtime for holidays. (8 hour day & 12 hour day for the respective permanently scheduled positions).

ARTICLE 27

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

27.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the bargaining unit members covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves these bargaining unit members in all manner of contacts and relationships with the public and out of such contacts and relationships questions may arise or complaints may be made concerning the actions of bargaining unit members covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, department supervisory officials whose primary concern must be the security of the City and preservation of the public interest.

27.2 In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any bargaining unit member covered by this Agreement that could lead to discipline shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
2. The bargaining unit member under investigation shall be informed of the nature of the investigation prior to any interrogation.
3. The bargaining unit member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the bargaining unit member under interrogation shall be asked by and through one (1) interrogator at any one (1) time.

4. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the Holly Hill Police Department.
5. At the request of any bargaining unit member under investigation he shall have the right to be represented by counsel or any other representative of his choice (at his own expense) who shall be present at all times during such interrogation whenever the interrogation could lead to discipline. The formal interrogation of a bargaining unit member , including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
7. If the bargaining unit member under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
8. No bargaining unit member shall be ordered to submit to any device designated to measure the truth of his responses during questioning.
9. During interrogations the bargaining unit member shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary action. The interrogator does not have the right to make a promise of reward as an inducement to answering questions.
10. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations which are the subject of the investigation.
11. In the interest of internal security and fairness to the bargaining unit member under investigation, the City, insofar as is legally permissible, agrees to make no conclusionary statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the

event, the bargaining unit member under investigation, or any organization or person representing said bargaining unit member makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

12. A bargaining unit member under investigation may obtain a copy of any written statement he has executed at no cost to the bargaining unit member .

13. In all cases wherein a bargaining unit member is to be interrogated concerning an alleged violation of the Department's Rules and Regulations which, if proven, may result in his dismissal or in some other disciplinary measure, he shall be afforded a reasonable opportunity and facilities to contact or consult privately with an attorney of his own choosing and a representative of the Association before being interrogated. The attorney and the Association representative may be present during the interrogation. The costs involved shall be assumed by the bargaining unit member. Where the attorney is not immediately available and conditions permit, the interrogation will be postponed for twenty-four (24) hours.

14. When any bargaining unit member has been charged with any violation of Departmental Rules and Regulations, the City will make no public statement concerning the alleged violation.

16. The City shall not compel a bargaining unit member to speak or testify for or be questioned by any non-governmental agency.

16. In cases where the City chooses to relieve an bargaining unit member from duty pending an investigation or other administrative determination, the following conditions will prevail:

A. The bargaining unit member will remain on full salary and allowances and shall not lose any benefits during this period of time. The Department will conduct and

() ()

conclude its Professional Standards Investigation within 10 days of the offense. If this ten (10) day period must be extended to accommodate the needs of the bargaining unit member, or the bargaining unit member's counsel/representative, the bargaining unit member may be placed in an unpaid status pending the completion of the investigation. If the ten (10) day period is extended to accommodate the needs of the Department, the bargaining unit member shall remain on full salary.

B. Should disciplinary action result from the investigation, that period of time in which the bargaining unit member was relieved from duty will be included in disciplinary action. In the event that an bargaining unit member has been paid, the bargaining unit member's accumulated leave or compensatory time shall be charged as an off offset.

18. During the internal investigations or interrogations, questions must be limited to the circumstances surrounding the officer's alleged violation of department rules.

19. The findings of internal affairs investigations shall be labeled:

- a. Sustained - Member committed infractions alleged.
- b. Non-Sustained- The investigation is unable to verify, or refute the allegation.
- c. Unfounded – The investigation has proven that the events as alleged did not occur.
- d. Exonerated – The actions of the Department member were lawful and proper.

20. Only "Sustained" letters of complaint from citizens will be inserted in an officer's personnel record.

21. The charge "conduct unbecoming an officer" and all similarly vague charges will not be employed by the City.

22. The City shall not discharge or discipline any bargaining unit member without just cause and due process. If, in any case, the City feels there is just cause for suspension or discharge, the bargaining unit member and the Association will be notified in writing that the

bargaining unit member has been suspended and may be subject to discharge, that formal written charges have been filed with the Chief of Police. A copy of the foregoing shall be served upon the bargaining unit member charged by a police officer holding the rank of supervisor or higher.

23. The City agrees that no adverse action will be taken against any bargaining unit member who exercises the rights provided for in this Article.

24. The City agrees not to disclose bargaining unit member's personal family information except as compelled by law.

25. Internal investigations will not be conducted on a Police Officer when the investigation concerns a violation which is more than twelve (12) months old on departmental matters other than issues involving moral turpitude as defined by the PST unless the investigation is of a criminal nature. No criminal investigation will be conducted on a Police Officer when the offense exceeds the statutes of limitations.

ARTICLE 28**HEALTH INSURANCE**

28.1 The City agrees to provide hospital and medical coverage for the bargaining unit member as follows:

- a. The City shall pay the full premium for the individual coverage of the lowest bargaining unit member only rate of the health insurance offered.
- b. The City shall make no contribution to dependent coverage.

28.2 The City will pay \$5,000.00 toward the funeral and burial expense of any bargaining unit member of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which bargaining unit member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

28.3 The City agrees to maintain a term life insurance policy for each bargaining unit member covered by this Agreement equal to the bargaining unit member's base salary, to a maximum of \$50,000. Each policy shall also provide for a double payment of benefit should death be the result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

ARTICLE 29

PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS

29.1 A permanent bargaining unit member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440.

29.2 At the request of the Chief of Police, the City Manager may direct any bargaining unit member covered hereunder to submit to a physical and/or mental examination conducted by a physician.

The sole purpose of such examination shall be to determine whether the bargaining unit member has a physical or mental disability which impairs his effectiveness as a police officer, limits his ability to perform his assigned duties, or make his continuation in his job a danger to himself, the public or other department bargaining unit members. In the event the City Manager, in consultation with the Chief of Police and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the bargaining unit member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Chief of Police, the City Manager, in his discretion, may permit the bargaining unit member to continue with his normal duties, reassign the bargaining unit member to other duties with the City or temporarily remove the bargaining unit member from City service. Should the bargaining unit member be temporarily removed from City service during the period of time specified for the correction of his disability, the bargaining unit member may utilize his annual leave, sick leave or leave without pay for the correctional period. However, if the bargaining unit member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.
2. If, in the opinion of the designated physician, the disability cannot be corrected, the City Manager in consultation with the Chief of Police, shall attempt to place the bargaining unit

member in another City position which, in the City Manager's discretion, the bargaining unit member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the bargaining unit member or place the bargaining unit member in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the bargaining unit member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the bargaining unit member once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the bargaining unit member from the City's service either through retirement, if available under the City retirement system, or through dismissal.

29.3 Nothing contained in this Article shall apply to disabilities which occurred prior to the effective date of this agreement.

ARTICLE 30**LEGAL BENEFITS**

30.1 When the City may legally do so, the City shall furnish to bargaining unit bargaining unit members benefit of legal defense in accordance with Florida State Statute 768.28 (5) and (9) or as amended. No bargaining unit member or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function, unless such bargaining unit member or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

ARTICLE 31

PENSION

31.1 The pension plan includes a five (5) year “Drop Plan” as outlined in the amendment to ordinance Chapter 42 section 42.31 (c) Pension Benefits adding a Deferred Retirement Option Program. A copy of the proposed ordinance change is attached for reference. The addition of this DROP was determined to be “cost neutral” by the fund’s actuary and will have no negative or positive impact on the fund. Bargaining unit member’s electing to enter the DROP must make application and abide by the provisions of the DROP with the understanding that participation is irrevocable.

31.2 The City shall eliminate the contributions the City makes to the fund on the behalf of each bargaining unit member. For purposes of calculating the final average compensation for each bargaining unit member who was enrolled in the pension plan as of September 30, 1999, final average compensation shall be calculated at the rate of one hundred ten and six-tenths percent (110.6%) of Pension able Income. All others will be compensated at 100% of final average compensation.

31.3 The City and the Association agree to modify the present pension plan as of October 1, 2005, to include the following provisions:

a. Each bargaining unit member who is not in the DROP shall, beginning October 1, 2005, contribute five (5%) percent of each installment of salary to the pension plan. This contribution shall be considered an bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d)-of the Code of Ordinances of Holly Hill, Florida.

b. The plan will include an annual two percent (2%) cost of living increase for all bargaining unit member retiring on or after September 30, 2006, beginning on the first year anniversary of their retirement date. Any bargaining unit member retiring after ratification of this contract, the (2%) cost of living increase will commence on the fifth (5th) anniversary year of their retirement date.

c. Each bargaining unit member who is not in the DROP and was hired on or after July 1, 2011 shall, beginning July 1, 2011, contribute seven (7%) percent of each installment of salary to the

pension plan. This contribution shall be considered a bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d) of the Code of Ordinances of Holly Hill, Florida.

31.4 The medical stipend benefit supplement will be increased to \$150.00 per month, payable to all future retirees and disability recipients for the life of the member's pension benefits, regardless of service.

31.5 The benefit rate multiplier of the plan shall increase from two and one-half percent (2.5%) to three percent (3.0%) for all bargaining unit members who retired on or after October 1, 1999.

31.6 When a bargaining unit member of the fund terminates employment prior to retirement, they may choose to withdraw the money they contributed to the fund. All bargaining unit members will receive 100% of the contribution they made as a police officer contribution. Bargaining unit members enrolled in the fund as of September 30, 1999 will receive 100% of the contribution the City made to the fund in the name of the officer less applicable taxes.

31.7 Normal Retirement. A bargaining unit member's normal retirement date shall be the first day of month coincident with, or next following, the later of attainment of his 55th birthday, and the completion of six (6) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age. A bargaining unit member's normal retirement date for officers hired on July 1, 2011 or thereafter shall be the first day of the month coincident with, or next following, the latter of attainment of his/her 55th birthday, and the completion of ten (10) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age.

31.8 Credit for Military Service. A bargaining unit member may buy back up to four (4) years of creditable service in the system subject to the following conditions:

- a. The bargaining unit member must have 10 years vested in the Holly Hill Pension System.
- b. The bargaining unit member makes both the required bargaining unit member contribution and the

employer contribution.

- c. Military service is defined as active duty in the Armed Forces of the United States and bargaining unit member has received an honorable discharge DD-214.
- d. Military service used in any other retirement system, including a pension system under chapter 67 of Title 10 of the United States Code is not eligible buy-back unto the system

31.9 Credit for Previous Law Enforcement Experience. A bargaining unit member may buy back creditable service time for periods of public law enforcement employment with the State of Florida or another state subject to the following:

- a. Previous law enforcement experience must have been as a sworn law enforcement officer and performed in the employ of a state political subdivision, thereof, or with the Federal Government.
- b. Service was provided prior to a period of membership in this pension system.
- c. Not more than four (4) years of creditable service may be purchased.
- d. The bargaining unit member makes both the required bargaining unit member contribution and the employer contribution.
- e. The bargaining unit member must have 6 years vested in the Holly Hill Pension System. For bargaining unit member hired July 1, 2011 or thereafter, the member must have ten (10) years vested in the Holly Hill Pension System.
- f. Previous law enforcement experience used in any other retirement system or where the bargaining unit member received a retirement benefit during that time of employment is not eligible.

31.10 Credit for both military and previous employment shall not exceed a total of four (4) years combined.

ARTICLE 32

PROMOTION OF SAFETY

32.1 The City and the P.B.A. (Union) will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.

32.2 To maintain safety for street officers the Department shall endeavor to maintain a minimum shift manning level of which there shall be at least three (3) uniformed officers, one (1) of which must be a full-time uniformed officer, and one (1) full-time uniformed Supervisor. If the shift level goes below the three (3) officers, the officer in charge shall take immediate steps to obtain minimum levels. Travel to the County Jail or Hospital does not constitute the shift being below staffing levels.

The City shall budget an equivalent dollar amount to staff part time officers during identified and agreed upon peak demand hours for services at a level of 4,380 hours each fiscal year of this agreement through the October 2017/18 budget year.

32.3 Overtime assignments will primarily reflect the needs of the department, and to the extent practicable, the preference of affected officers as periodically communicated in writing to the Chief of Police.

32.4 A rotation list comprised of full-time and part-time certified officers will be maintained. In the event it is necessary to designate overtime shift or hours or to fill special detail duties assignments, seniority of the officers on the rotation list will be the criteria used. The first officer contacted will be placed on alert to work in case no one on the rotation list is reached. The Police Chief/designee after exhausting the entire rotation list and failing to reach anyone has the right to order any bargaining unit member to work that shift. If the City is unable to get a Police Officer to return to work, a sergeant may be called to perform the duties of a patrol officer.

32.5 If bargaining unit members of equal rank wish to trade schedules such request may be granted at the discretion of the Chief of Police or his designee.

ARTICLE 33

FAMILY MEDICAL LEAVE

34.1 PURPOSE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

ARTICLE 34

PHYSICAL ABILITIES TEST (PAT)

35.1 The City and the Union agree that bargaining unit members covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.

35.2 Each bargaining unit member shall be required to complete the Physical Abilities (Fitness) Test previously established by the Division of Criminal Justice Standards and Training of the Florida Department of Law Enforcement on an annual basis. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- a. Exiting car/enter trunk.
- b. 220 yard run.
- c. Obstacle course.
- d. Dummy drag.
- e. Obstacle course (repeat).
- f. 220 yard run (repeat).
- g. Weapon fire
- h. Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The bargaining unit member must complete the test in 6 minutes and 30 seconds or less to pass. (Bargaining unit member scoring at or above 6 minutes and 31 seconds fail).

35.3 Each bargaining unit member shall be scheduled to take the physical abilities test on an annual basis. If feasible, all tests (except for retests) will be administered in the months of January, February, March and April.

35.4 Any bargaining unit member hired after October 1, 2009 failing the PAT must retake the test within sixty (60) days. A bargaining unit member failing the retest (second test) must pass a second retest (third test) within sixty (60) days. Failure of the second retest will result in the bargaining unit member's termination due to his/her inability to perform the essential functions of his/her job.

35.5 Results of the PAT taken by any bargaining unit member hired prior to October 1, 2009 will not adversely impact evaluations, promotions or advancement opportunities.

35.6 A bargaining unit member who has a bona fide medical condition or injury which prevents him/her from taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, a City-selected physician or City-selected medical facility will determine the nature and extent of the bargaining unit member's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the bargaining unit member's job.

ARTICLE 35

TOBACCO USE

- 36.1 All bargaining unit members hired after October 1, 2009 are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining unit member will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.
- 36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense.

For the purpose of Article 36:

“Smoking” means inhaling, exhaling, burning, carry or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of any electronic cigarette or any other device intended to simulate lighted tobacco use.

“Tobacco products” means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobaccos products like Orbs (dissolvable tobacco pellets), sticks and strips or any forms of ignitable smokeless tobacco.

ARTICLE 36

TAKE-HOME VEHICLES

37.1 This City and the PBA agree to implement a vehicle Take-Home Program

37.2 Assignment of vehicles shall be considered a privilege, not a right. The City reserves the right to suspend and/or remove this privilege for legitimate financial reasons or for misuse of the vehicle. Only suspensions or removal of take-home vehicles resulting from discipline shall be subject to the Grievance process in Article 17. The City retains the operational right to determine which vehicles shall be assigned to the take-home program and which officers shall be assigned these vehicles. Only full time active duty personnel will be assigned a take home vehicle. Bargaining unit members who are not working in their regular assigned duty for more than two (2) weeks or have requested leave in that amount or greater, shall not have the use of a take-home vehicle.

37.3 While operating the vehicle, bargaining unit members shall abide by all applicable City policies and general orders.

37.4 Those bargaining unit members who are assigned take-home vehicles and reside outside the City limits shall have an amount per pay period deducted from their paycheck for the privilege in the following manner:

Members residing within the city limits: \$0.

Members residing within 4.99 miles of the nearest city limit: \$10.

Members residing between 5 and 9.99 miles of the nearest city limit: \$15.

Members residing between 10 and 19.99 miles of the nearest city limit: \$30.

Members residing between 20 and 30 miles of the nearest city limit: \$45.

37.5 Special Orders will be developed by the City to determine utilization of this program.

37.6 Violations of the take-home vehicle program shall be subject to the departments disciplinary process and loss of the privilege of taking a vehicle home .

37.7 Bargaining unit members shall have the right to use their assigned vehicle for travel to and from department-approved training or education classes.

ARTICLE 37**TERMS OF AGREEMENT**

38.1 This agreement shall remain in effect for a three (3) year period beginning October 1, 2018 and continue through September 30, 2021.

CITY OF HOLLY HILL

COASTAL FLORIDA PBA

 John Penny, Mayor

 Mike Scudiero, Executive Director

 Joseph Forte, City Manager

 Michael Shaffer, Neg. Team Member

 Diane Cole, Human Resources Manager

 Stephen Aldrich, Police Chief

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

EXHIBIT "A"

Last Name	First Name	Current Hourly Rate	Grade	Proposed Rate 10/1/17	FY 18/19	FY 19/20	FY 20/21
YATES	CHRISTOPHER	\$ 26.28	P-3	\$ 27.93	\$ 27.47	\$ 28.67	\$ 29.86
SHAHEEN	JARED	\$ 15.61	P-1	\$ 16.82	\$ 16.43	\$ 17.26	\$ 18.08
BARRETT	ANDREW	\$ 16.00	P-1	\$ 16.82	\$ 16.69	\$ 17.39	\$ 18.08
LUGO	LUIS	\$ 15.61	P-1	\$ 16.82	\$ 16.43	\$ 17.26	\$ 18.08
WILLIAMS	BRIAN	\$ 16.00	P-1	\$ 16.82	\$ 16.69	\$ 17.39	\$ 18.08
FOUNTAIN	SHANNON	\$ 16.00	P-1	\$ 17.21	\$ 16.81	\$ 17.63	\$ 18.44
BALLENTINE	MICHAEL	\$ 16.81	P-1	\$ 17.60	\$ 17.49	\$ 18.17	\$ 18.85
WALLIS	RICHARD	\$ 16.40	P-1	\$ 17.60	\$ 17.22	\$ 18.03	\$ 18.85
BIONELLI	JARED	\$ 17.14	P-1	\$ 18.08	\$ 17.87	\$ 18.60	\$ 19.33
COLEY	NICOLEA	\$ 17.14	P-1	\$ 18.08	\$ 17.87	\$ 18.60	\$ 19.33
KNIGHT	SHADOW	\$ 17.14	P-1	\$ 18.08	\$ 17.87	\$ 18.60	\$ 19.33
WILMOT	ANDREW	\$ 17.14	P-1	\$ 18.08	\$ 17.87	\$ 18.60	\$ 19.33
HUTCHISON	ROBERT	\$ 17.66	P-1	\$ 18.44	\$ 18.34	\$ 19.03	\$ 19.71
CULVER	ROBERT	\$ 20.84	P-1	\$ 24.09	\$ 22.48	\$ 24.12	\$ 25.75
COOMANS	MICHAEL	\$ 22.33	P-1	\$ 25.20	\$ 23.87	\$ 25.40	\$ 26.94
TRAYLOR	JEFFERSON	\$ 23.40	P-1	\$ 26.35	\$ 24.99	\$ 26.58	\$ 28.17
BENTLEY 7	THOMAS	\$ 20.36	P-2	\$ 22.68	\$ 21.66	\$ 22.96	\$ 24.26
BROOMFIELD 7	LAUREN	\$ 20.87	P-2	\$ 22.68	\$ 22.00	\$ 23.13	\$ 24.26
MILNE 4	ROBERT	\$ 20.87	P-2	\$ 22.68	\$ 22.00	\$ 23.13	\$ 24.26
SHAFFER 11	MICHAEL	\$ 22.37	P-2	\$ 23.19	\$ 23.18	\$ 23.98	\$ 24.79
WEISS 8	JASON	\$ 21.29	P-2	\$ 23.19	\$ 22.46	\$ 23.62	\$ 24.79
MARQUEZ-KENNY 13	DENISE	\$ 22.15	P-2	\$ 24.26	\$ 23.41	\$ 24.66	\$ 25.92

Attachment: PBA Final 1018-2021 July 24, 2018 (2152 : Police Benevolent Association, Bargaining Unit Agreement)

EXHIBIT “B”

Pay Grade	Position Title	Minimum	Midpoint	Maximum
POLICE				
P-1	Police Officer	\$16.45	\$21.70	\$26.94
		\$35,926.80	\$47,381.88	\$58,836.96
P-2	Police Sergeant	\$21.40	\$28.01	\$34.61
		\$46,737.60	\$61,162.92	\$75,588.24
P-3	Police Lieutenant	\$24.51	\$33.10	\$41.69
		\$50,980.80	\$68,848.00	\$86,715.20

For the term of this Agreement:

Maximum equal to raise given but no greater than the annual Southern Area CPI.

*All new employees hired between October 1, 2018 and September 30, 2020 will be paid at the entry level of the 2015-2018 pay scale and modified to meet the Evergreen recommendation then smoothed out over the remaining period of the contract. This is to prevent any new employee from earning more than an existing employee during this wage transition period.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-62 A Resolution of the City of Holly Hill, Florida, Ratifying a Three-Year Agreement with the National Association of Government Employees (Nage) October 1, 2018 - September 30, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 2155)
APPLICANT:
PLANNER:

DISCUSSION:

City Management and representatives from the National Association of Government Employees (NAGE) have been in contract negotiations for several months. Both management and the Union have agreed upon the terms and conditions contained in the attached agreement and request the City Commission to ratify the agreement.

FISCAL ANALYSIS:

This three-year agreement provides for a wage increase for all NAGE Bargaining Unit Members in the amount of 2.25% plus a wage adjust according to the results of the Evergreen Pay and Classification Study for an average department wage increase of 2.97% for the years beginning October 2018, 2019 and 2020.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-62 and ratify the attached NAGE Bargaining Unit Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RESOLUTION 2018-R-62, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE) OCTOBER 1, 2018 - SEPTEMBER 30, 2021.

ATTACHMENTS:

- NAGE Proposal 2018 - 2021 September 10, 2018 (PDF)
- NAGE Summary Page September 10, 2018(PDF)

Resolution (ID # 2155)

Meeting of September 10, 2018

- NAGE Final pdf. Sept. 10 2018 (PDF)

Resolution No. (ID # 2155)

RESOLUTION 2018-R-62 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE) OCTOBER 1, 2018 - SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-62

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING A THREE-YEAR AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE) OCTOBER 1, 2018 - SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Negotiations between Management of the City of Holly Hill and representatives from the National Association of Government Employees (NAGE) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on July 24, 2018, management was advised that the members of the NAGE voted unanimously in support of the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission hereby ratifies the attached agreement with National Association of Government Employees, as a three-year contract, effective October 1, 2018 and expiring on September 30, 2021.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an Court, such portion or application shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER, 2018.

**National Association of Government Employees
(NAGE) CONTRACT**

AND

CITY OF HOLLY HILL

**September 13, ~~2016-2018~~ – September 30,
~~2018~~2021**

Ratified by City Commission: 9/13/2016

Formatted: Highlight

INDEX

ARTICLE		PAGE
	Agreement	4
	Preamble	5
1	Union Recognition	6
2	Union Security and Check-Off	7
3	Union Representatives	8
4	Union Recognition	9-10
5	Grievance and Arbitration Procedure	11-14
6	Management Rights	15-16
7	Discipline and Discharge	17-18
8	Seniority	19-22
9	Promotional Vacancies	23
10	Voting	24
11	Working Out of Classification	25
12	Hours of Work and Overtime	26-28
13	Vacation	29-30
14	Holidays	31
15	Sick Leave	32-33
16	Bereavement Leave	34-35
17	Health Insurance	36
18	Safety and Health	37-38
19	Jury Duty	39

ARTICLE		PAGE
20	Prohibition of Strikes	40-41
21	Uniform and Tool Allowance and Educational Assistance	42
22	Bulletin Boards	43
23	Special Meetings	44
24	Severability	45
25	Family Medical Leave	46
26	Training	47
27	Wages	48-50
28	Personnel Rules and Regulations	51
29	Retirement Benefits	52
30	Entire Agreement	53
31	Changes or Amendments	54

AGREEMENT

THIS AGREEMENT is effective ~~September 13, 2016~~ October 1, 2018 and will terminate ~~September 30, 2018~~ September 30, 2021, by and among the City of Holly Hill, hereinafter referred to as the "City", and NAGE, Public Bargaining Unit Members, Local 5-025, hereinafter referred to as "Union".

PREAMBLE

Section 1: This agreement is entered into to facilitate the adjustment of grievances and disputes between the employer and Bargaining Unit Member; to provide insofar as possible, for continuous employment of labor and to establish the necessary procedure for the orderly and prompt adjustment of all disputes which arise between the City and the Union.

Section 2: The City and the Union encourage the highest possible degree of practical, friendly and cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the City and the Bargaining Unit Members.

ARTICLE 1

UNION RECOGNITION

1.1 The City of Holly Hill recognizes the Union as the exclusive collective bargaining representative for all

INCLUDED: non-sworn employees of the City of Holly Hill in the following positions: accounting clerk I,II,III; code enforcement/animal control officer, custodian, finance clerk I, II & III customer service clerk I,II,III, equipment operator/maintenance worker; evidence/property technician; field service worker; inspections officer; lead equipment operator/maintenance worker; licensing/permit and zoning technician; mechanic; police service clerk; senior mechanic; sludge belt press operator; staff assistant; trades worker, utilities maintenance worker, utilities mechanic; waste water plant operator I,II; water distribution system operator; and water plant operator I,II, III.

EXCLUDED; all sworn employees of the City of Holly Hill, conflict supervisors, and all managerial and confidential employees as defined in Section 447.203(4) and (5), Florida Statutes (2015), including, but not limited to the position of administrative assistant.

1.2 There shall be no discrimination against any employee on the basis of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws, namely by reason of race,

Formatted: Indent: Left: -0.5"

DRAFT

ARTICLE 2

UNION SECURITY AND CHECK-OFF

2.1 Upon receipt of a written authorization from an Bargaining Unit Member covered by this

Agreement, the City will deduct from the Bargaining Unit Member's pay the amount owed to the Union

by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for

~~twenty-four~~ 24 ~~twenty-six (26)~~ deductions per year. The City will remit to the Union such sums within

thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

2.2 Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty (30) days' notice to both parties in writing.

ARTICLE 3UNION REPRESENTATIVES

- 3.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union representatives and members shall be able to talk with Bargaining Unit Member before or after regular working hours, during lunch breaks, and morning/afternoon breaks about Union business. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, Union meeting, or other activities of the Union on City time.
- 3.2 The Union Stewards/Executive Board members shall be appointed as per Article IV, Section 4, 4.2
- 3.3 A complete list of accredited representatives shall be furnished to the City annually and any changes of these shall be promptly reported in writing to the City Manager.

ARTICLE 4

UNION ~~Executive Board~~ EXECUTIVE BOARD RECOGNITION

4.1 It is understood and agreed that an Bargaining Unit Member functioning as a Union Representative has productive work to perform and will not leave their job during work hours, except after properly requesting and receiving proper authorization from the Department Head and only after stating what Union duties are to be performed. If in the opinion of the City, the above mentioned persons are taking unreasonable time to conduct such business, the City shall have the right to require the Steward/ Executive Board member or the Union Officials to return immediately to their productive City work.

4.2 Four (4) Stewards/ Executive Board Members, to be selected from those Bargaining Unit Member covered under this collective bargaining agreement, will comprise the Union's authorized representatives.

4.3 The Chief Steward/ Union President will be selected from one of the existing Bargaining Unit Members allocations.

Union Stewards/ Executive Board members are subject to all City Public Employer Rules and Regulations pertaining to the conduct of city Bargaining Unit Members.

4.4 Meeting and Arbitration: It is mutually understood and agreed that the City shall compensate the Representative of the Union and Bargaining Unit Member for time spent in meetings or conferences held in connection with the negotiations of an agreement or meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral party unless the negotiations are mutually agreed to by both

parties to hold meetings on City time. The Union President or his/her designee shall be paid for all investigations, meetings and hearings of all grievances.

DRAFT

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. **Formal written reprimands may be grieved through Step 3.**

Formatted: Body Text 2, Left, Line spacing: single
Widow/Orphan control

Formatted: Highlight

Formatted: Highlight

Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process: A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

Step 1. The grievant or the Union shall present orally or in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. The grievant or the supervisor may request that a Union President or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally or in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall reduce the grievance to writing, sign it and

present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Union President or local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date supplying the grievant with his decision and a written explanation.

Step 3. If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Union President and the local Union Representative. The City Manager or his or her designee shall notify the grievant and the Union in writing of his or her decision with a written explanation not later than ten (10) working days following the meeting date.

Step 4. If the decision at Step 3 is adverse to the Grievant, the grievance may be processed further through the Arbitration procedure, provided the Union approves the submission of the grievance to arbitration. The Union is the sole determinant of which grievances shall be processed through the arbitration procedures, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the FMCS (Federal Mediation & Conciliation

Services) with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator.

Step 4-A. If at any step during the grievance process the grievant and the Union President deem it necessary for the Local Union Representative to be present, he/she shall be admitted.

5.2 The arbitration shall be conducted under the rules of the FMCS (Federal Mediation & Conciliation Services) subject to the following:

- a. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record of evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement, policies, procedures and past practices. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement;
- d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
- e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties;

f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

5.3 The time indicated on all steps may be extended by mutual agreement in writing.

5.4 When a grievance is reduced to writing there shall be set forth:

- (1) A complete statement of the grievance and facts upon which it is based.
- (2) The section or sections of this Agreement claim to have been violated; and
- (3) The remedy or correction requested.

5.5 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit or the grievant to process the grievance within the time limit set forth, shall result in the grievance being awarded to the opposing party the requested relief.

5.6 The settlement of any grievance resulting in retroactive adjustment shall be limited to the ten (10) working days prior to filing the grievance in Step 1.

ARTICLE 6

MANAGEMENT RIGHTS

6.1 Except as expressly provided for in this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the schedule of work time, contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations shall be performed by Bargaining Unit Members covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City good business judgment makes such curtailment or discontinuance advisable; to hire, lay-off, assign, transfer, ~~promote and~~ determine the qualifications ~~and promote of~~ Bargaining Unit Members; to determine the starting and quitting time and the number of hours to be worked; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

6.2 The City retains the sole right to discipline, suspend, and discharge Bargaining Unit Members for just cause, including violations of any of the terms of this Agreement.

6.3 The exercise of the above rights does not preclude Bargaining Unit Members their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment.

6.4 The above rights of the City are not all inclusive but indicate the type of matters

or rights which belong to and are inherent to the City in its capacity as management of the City of Holly Hill. Any of the rights, powers, and authority the City had prior to entering this collective bargaining agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure. Both parties agree to comply with State statute as regards notification of changes to conditions of employment.

6.5 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Both parties, however, may mutually agree to enter into memorandums of understanding deemed necessary to clarify or enhance the administration of this agreement.

DISCIPLINE AND DISCHARGE

7.1 No permanent Bargaining Unit Member shall be disciplined or discharged except for just cause,

and in no event until he or she has been furnished with a written statement of charges and the reasons for such action. In any proceedings the Bargaining Unit Member shall have 10 working days

to prepare a defense against the charges preferred and shall have the right to retain counsel and shall be afforded due process. Disciplinary action shall be impartially and consistently administered.

7.2 Disciplinary action by the City shall ~~be taken~~begin against a Bargaining Unit Member within ten (10) ~~(FIX)~~

working days of the occurrence of the act or omission giving rise to the disciplinary action with discipline being issued not more than 30 day following . ~~The ten (10) working day period shall commence from the time that the~~

7.3 No documentation for progressive discipline shall be placed in a Bargaining Unit Member's

personnel file without said Bargaining Unit Member initialing and dating said document prior to placing

it in said Bargaining Unit Member personnel file or witnessed that Bargaining Unit Member refused to sign.

7.4 Discipline shall under normal circumstances be progressive. Progressive discipline may not apply depending upon the severity of the infraction or offense

Formatted: Highlight

|

resulting in the verbal, written or suspension disciplinary action being advanced to a higher level.

7.5 Once a Bargaining Unit Member has had two (2) years without a disciplinary action, records of

prior disciplinary actions shall not be used in progressive discipline.

Annual evaluations of Bargaining Unit Members will be completed within thirty (30) days of each Bargaining Unit Member's anniversary date.

7.6 Bargaining Unit Members that are requested to meet their supervisor or other city officials will

be advised if the meeting is an investigation that could lead to discipline or for disciplinary action, allowing the Bargaining Unit Member an opportunity to request a union representative to be present. (Per: Weingarten Act 420, U.S. 251).

ARTICLE 8

SENIORITY

8.1 Seniority is understood to mean an Bargaining Unit Member's most recent date of continuous

employment so long as the Bargaining Unit Member has been carried for payroll purposes as a permanent Bargaining Unit Member. Seniority will continue to accrue during all types of approved leave to include but not limited to illness or injury, except for leave of absence without pay for thirty (30) days or more, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for a period of less than thirty (30) days shall not cause the seniority date to be adjusted.

8.2 For these purposes only, in regard to overtime, vacation, classification, work schedules, seniority will be defined as the length of employment with the Department. If a Bargaining Unit Member transferred from one department to another, he or she will carry with him or her the seniority that he or she has already acquired.

8.3 In cases of promotions, layoffs, or filling of vacancies or lateral transfers within departments, seniority and merit will be used as a factor where qualifications and work record, in the opinion of the City, are equal. The City maintains the right to promote, transfer and fill a vacancy without regard to seniority provided the individual has the required experience and qualifications for the position.

8.4 All newly hired Bargaining Unit Members shall be on probation for the first six (6) months of

service with the City. The City, as its sole discretion, may terminate any newly hired Bargaining Unit Member during the probationary period without recourse to the grievance

provisions of this agreement. City Bargaining Unit Members promoted will serve a probationary period for the first six (6) months of service with the City.

8.5 If a Bargaining Unit Member's performance or work behavior is found to be unsatisfactory

during the probationary period following promotion, the Bargaining Unit Member shall be returned to his or her former or comparable pay grade/position and rate of pay, if a vacant position is available. There will be a two-week trial period for the Bargaining Unit Member to request a change back to their previous position. Otherwise, the City is not obligated to return or secure a new position for the Bargaining Unit Member. If such position is not vacant, the demoted Bargaining Unit Member will be discharged as failure to satisfactorily perform during a 6-month probationary period.

8.6 Bargaining Unit Members shall lose all their seniority as a result of any type of termination as

identified in Section 5, Termination of Employment of the Personnel Rules and Regulations, ~~August, 2007~~ 2018.

Formatted: Highlight

8.7 Notwithstanding any of the foregoing provisions, the City maintains the right to promote, transfer and fill a vacancy. Experience and qualifications shall be the determining factor for such changes and where two or more Bargaining Unit Members have the same experience and qualifications as determined by the Department Head, seniority will prevail.

8.8 Bargaining Unit Members being laid off or demoted shall be eligible for recall in accordance

with the following procedure.

A. A Bargaining Unit Member subject to layoff shall have the right to bump a less

senior Bargaining Unit Member in his division, or in a position which he previously held with the City, provided the bumping Bargaining Unit Member's skills, qualifications, and work performance are at least equal to the less senior Bargaining Unit Member.

B. The most senior laid off Bargaining Unit Member shall be offered recall to a job in the Bargaining Unit Member's classification provided that previous performance and attendance are acceptable by the City. Seniority will be the determining factor in the event of equal qualifications.

C. Notification of recall shall be sent to a laid off Bargaining Unit Member by certified mail to the address last known to the City. Recall rights shall remain in full effect for 18 months.

D. Should a laid off Bargaining Unit Member refuse one (1) job opportunity of equal or greater class offered by the City, his/her name shall be removed from the recall register.

E. After notification is received by the laid off Bargaining Unit Member, the Bargaining Unit Member must report to the City's Human Resources Department within five (5) working days or the Bargaining Unit Member shall forfeit all rights to be recalled by the City.

8.9 Bargaining Unit Members who are scheduled to be laid off shall receive no less than ten (10)

working ~~days~~ notice or in the alternative, ten days pay.

8.10 All accrued vacation will be paid due to reduction in force. Any Bargaining Unit Member who is

laid off shall be entitled to sick leave payment as follows:

YEARS	PAYMENT
11-14 =	25%
15+ =	50%

8.11 If a reduction in force occurs, affected Bargaining Unit Members will receive two-weeks of severance pay at their current hourly base rate of pay. In addition, the City will pay the single coverage monthly premium for the following month after the date of lay-off. Thereafter, the provisions regarding COBRA under the American Recovery and Reinvestment Act of 2009 will apply.

ARTICLE 9

PROMOTIONAL VACANCIES

9.1 Notice of a promotional vacancy in a new or an existing bargaining unit position filled by an Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards and the City's website.

9.2 Any Bargaining Unit Member of the City who has completed his or her probationary period who

is interested in filling the vacancy, must complete an employment application to be considered for the position in accordance with the posted notice for such position. Qualifications of the Bargaining Unit Member shall be the determining factor in filling vacancies, however, when qualifications are equal, seniority will prevail. The procedure for appointment shall be in accordance with the Rules & Regulations City of Holly Hill.

9.3 Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position for which the Bargaining Unit Member is qualified.

ARTICLE 10VOTING

Bargaining Unit Members are encouraged to vote either before or after their regular work hours, during their lunch break or through other options for voting which include: early voting and absentee voting.

ARTICLE 11

WORKING OUT OF CLASSIFICATION

11.1 ~~A Bargaining Unit Member who works out of his or her classification for three (3) five (5) or more consecutive working days in a classification which pays a higher rate than that of his or her own classification shall be entitled to a 5% increase in pay during the period of such temporary assignment.~~ A Bargaining Unit Member who works out of his or her classification for three (3) or more consecutive working days within a 14 day pay period in a classification which pays a higher rate than that of his or her own classification shall be entitled to a 5% increase in pay during the period of such temporary assignment. –The Bargaining Unit Member must assume the duties of the higher classification during the period of the assignment to be eligible for this increase. Under no circumstances shall a Bargaining Unit Member’s regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

ARTICLE 12

HOURS OF WORK AND OVERTIME

12.1 The City agrees that the basic workweek shall consist of forty (40) hours. Hours worked in excess of the basic 40 hour week shall be compensated for at the rate of one and one-half times the basic hourly rate of the Bargaining Unit Member.

12.2 For overtime calculations work performed shall not include sick leave or leave designated as workers comp leave. Birthday Leave and Personal Leave and Personal Leave Special shall be considered as hours worked for the purpose of calculating overtime provided the Bargaining Unit Member seeks and obtains approval for said leave in accordance with the provisions of Article 13, section 4 of this agreement. Vacation leave, safety day, bereavement leave, ~~compensatory time used~~, holiday, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

Formatted: Highlight

12.3 The total hours of overtime worked must be put on all Bargaining Unit Members' paychecks.

12.4 Overtime work, shall be distributed as equally as practical among Bargaining Unit Members in each department on the basis of seniority and skills based on the work he or she customarily and ordinarily performed during that week. Overtime assignments will primarily reflect the needs of the City, and to the extent practicable, the preferences of affected Bargaining Unit Members as periodically communicated in writing to the Bargaining Unit Member's supervisor. A list of eligible Bargaining Unit Members of each department shall be posted and maintained by the Department Head and a copy furnished to the Union President.

12.5 Any Bargaining Unit Member who is called to work outside of his or her regular hours shall be paid at the rate of one and one half for all such hours worked, but in any event shall be guaranteed two (2) hours pay at said rate. Sick leave shall not affect this two hour call out pay. A Bargaining Unit Member, who is called to work outside of his or her regular hours, shall be defined as being “called back/call-in” after leaving City property or before entering City property and before the beginning of the Bargaining Unit Member’s regular start time. Example: If a Bargaining Unit Member is called into work prior to his/her shift start time (7:00 a.m.; the Bargaining Unit Member’s regular shift start time) he/she shall receive two (2) hours “call-in” pay. Any Bargaining Unit Member called back to work after his/her regular shift end time (3:30 p.m.; the Bargaining Unit Member’s regular shift end time) he/she shall receive call-back pay equal to two (2) hours. If the Bargaining Unit Member has clocked out for that day, it does not matter if the Bargaining Unit Member has left city premises or not, he/she shall be entitled to the call-back pay of two (2) hours.

12.6 It is agreed by the parties hereto that under the provisions of this Agreement, there will be no duplication of premium payments and no claims made that provide for ‘overtime on overtime’.

12.7 Neither the City nor the Bargaining Unit Member shall take any action to change the work schedule in any manner with the purpose to avoid payment of earned overtime or which would create the earning of overtime.

12.8 Every full time Bargaining Unit Member is entitled to one fifteen (15) minute break before lunch and one fifteen (15) minute break after lunch and at least a thirty (30) minute unpaid lunch break per day may be taken. Break time shall not be used to postpone the starting time for work, extend lunch break or accelerate the quitting time. Bargaining Unit

Members are not allowed to combine the break times to create a thirty (30) minute break. Unused break time does not accrue. The supervisor will schedule all breaks. In an emergency Article 12.8 is suspended.

12.9 Non-exempt Bargaining Unit Members (Bargaining Unit Members eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of forty ~~40-60~~ hours. The Bargaining Unit Member must provide the City with an advanced 3-day (three day) notice prior to the commencement of the leave. At the Bargaining Union Members request, ~~C~~ompensatory time ~~will~~may be paid out in the first pay check in September.

12.10 Bargaining Unit Members covered under this contract experiencing an emergency which results in a late arrival to work or an early departure from work (to include but not limited to: flat tire, auto accident, family emergency etc.) shall be allowed to utilize either compensatory leave, vacation leave or personal leave special as appropriate to the incident in order to make-up for hours missed from their regularly scheduled work day. Use of compensatory leave, vacation or personal leave special shall not be counted against an Bargaining Unit Member for the purpose of the Sick Leave Incentive.

ARTICLE 13

VACATION

13.1 Bargaining Unit Members will accrue vacation hours on a bi-weekly, per pay period basis and shall receive such, even upon termination of service with the City. A newly hired Bargaining Unit Member will be allowed to use vacation time upon completion of their probationary period. Use of the time accrued is governed by the City Personnel Rules and Regulations, dated ~~August, 2007~~ 2018.

13.2 Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule.

<u>YEARS OF SERVICE</u>	<u>VACATION TIME</u>
<u>EARNED</u>	
0 - 4	80 hours per year
5 - 9	104 hours per year
10 - 14	120 hours per year
15 - 19	144 hours per year
20 - 24	184 hours per year
25 - 29	200 hours per year
Over 29	216 hours per year

13.3 A senior Bargaining Unit Member is not entitled to “bumping” a less senior Bargaining Unit Member if a vacation request has been received and approved by the Supervisor or Department Head in

Formatted: Highlight

Formatted: Highlight

advance of a request submitted by the senior Bargaining Unit Member.

13.4 The use of vacation, birthday, safety day, personal leave day and compensatory time must be scheduled ahead of time. A Bargaining Unit Member must provide a 3-day advance notice to request the use of vacation leave, birthday, safety, personal day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

DRAFT

ARTICLE 14
HOLIDAYS

14.1 The City agrees to recognize the following as paid holidays for bargaining unit

Bargaining Unit Members:

- 1 New Year's Day
- 2 Martin Luther King Day
- 3 Good Friday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Thanksgiving Day
- 8 Friday after Thanksgiving Day
- 9 Christmas Day
- ~~Veterans Day~~
- 10 One floating holiday designated by the City Commission

Formatted: Strikethrough, Highlight

Formatted: Strikethrough

14.2 Should an Bargaining Unit Member as part of the basic work week be required to work on any of the paid City scheduled holidays, or for shift operators on the actual holiday, he or she shall receive one and one half for all hours worked plus holiday pay at straight time.

14.3 A unit Bargaining Unit Member shall be awarded a birthday leave day. A birthday leave day will be granted to each unit Bargaining Unit Member at the beginning of each fiscal year. The birthday is an 8-hour day of leave to be taken from October 1 until

September 30 of that fiscal year, or will be forfeited for that year. The birthday cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the provisions of overtime for holidays.

Formatted: No bullets or numbering

14.3

ARTICLE 15SICK LEAVE

15.1 Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of one day per month of service, cumulative to 720 Seven Hundred and Twenty Hours. Bargaining Unit Members shall follow the guidelines of the City of Holly Hill, Personnel Rules and Regulations, Section 7, paragraph 7.2.

15.2 Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform his or her duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as Bargaining Unit Member's parents, spouse and children, or relative who is a part of the Bargaining Unit Member's permanent household.

15.3 Upon non-disciplinary termination, resignation, retirement or death, the Bargaining Unit Member or Bargaining Unit Member's estate shall be compensated for all unused sick leave according to the following schedule.

1. Resignation or non-disciplinary termination at 15 years or more of continuous service - 50%.
2. Upon recognized FRS retirement, Social Security age eligibility and application for SSI Benefits and/or death - 100%.

15.4 Work related injuries or family medical leave shall not prevent a Bargaining

Unit Member from participating in the Sick Leave Sell Back Program (S.L.S.B.P.) If a Bargaining Unit Member does not use sick leave, he/she may “sell back” up to 40 hours of sick leave in accordance with the following schedule:

Sick Leave Hours Used	Number of Hours eligible	Sell Back Rate
0	40	50%
0-8	32	50%
8-16	24	100%
24	16	100%
32	8	100%
40+	0	Ineligible

A Bargaining Unit Member must have been employed on October 1st of the previous fiscal year to participate in the S.L.S.B.P. Bargaining Unit Members must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of Sick Leave, after the sell back, in order to be eligible to participate in the S.L.S.B.P.. Requests for selling back hours of Sick Leave, according to the above schedule, must be submitted to the Human Resources Manager between October 1st and October 15th of each eligible year. Sick Leave Sell Back Program checks will be issued with the second pay check in the month of November.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 In the event of death in the immediate family of a Bargaining Unit Member, the Bargaining Unit Member shall

be granted bereavement leave of five (5) days (40 hours) off without loss of pay or benefits to attend the funeral or memorial service. This time is not to be charged to sick leave. Bereavement leave must be used within a 3-month time period from date of death. Immediate family is defined as spouse, mother, father, sister, brother, child, grandparents, grandchildren, step-parents and step-children, and other relations who are part of the Bargaining Unit Member's household, or any relative who has been declared to be under court appointed guardianship of the Bargaining Unit Member or the Bargaining Unit Member's spouse, or where the Bargaining Unit Member was raised by the decedent. The Bargaining Unit Member shall be granted bereavement leave of three (3) days (24 hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

16.2 If additional time is needed for bereavement leave for out-of-state travel, sick leave can be used not to exceed 16 hours, or comp time or vacation time can be utilized.

16.3 The City may require a death notice for authorization.

16.4 Additionally, should a Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, a Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the

use of other accrued leave (vacation, sick leave, etc.).

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

DRAFT

ARTICLE 17

HEALTH INSURANCE

17.1 The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.

17.2 The City agrees to maintain a term life insurance policy for each Bargaining Unit Member

ARTICLE 18

SAFETY AND HEALTH

18.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and proper working conditions required by federal, state, or local law. The

City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

18.2 Protective devices, wearing apparel, and other equipment necessary to protect Bargaining Unit Members from injury shall be provided by the City. Such practices may be improved from time to time by the City upon recommendations from the City's in-house safety representatives. Such protective devices, wearing apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by a Bargaining Unit Member to obey safety regulations and to use safety devices shall be just cause for disciplinary action up to and including discharge. A Bargaining Unit Member who fails to return wearing apparel and equipment to the city when required will be subject to reimburse the city for all costs associated with the wearing apparel and equipment from the Bargaining Unit Member's final paycheck.

18.3 It shall be the responsibility of the City to train Bargaining Unit Members in the safe use of the tools and equipment necessary to do their jobs. This shall be done prior to the use of the equipment by the Bargaining Unit Member.

18.4 Safety Day Leave.

Safety Day Leave. All eligible bargaining unit members employees shall receive one (1) additional day of annual leave (to be termed a Safety Day), provided the bargaining unit

member employee has experienced no work related injury in the previous fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by bargaining unit members employee's Supervisor. No loss of time is defined as taking one day or more off due to an on the job injury. All eligible Bargaining Unit Members shall receive one (1) additional day of leave (to be termed a Safety Day); provided the Bargaining Unit Member has experienced no work related injury in the previous calendar year as a result of any job related accident. No loss time for this purpose is defined as one 8-hour day or greater as a result of the job related injury.

JURY DUTY

19.1 Permanent full-time Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of the court indicating the date and time of release. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty. Bargaining Unit Members released from Jury Duty before 12:00 noon must report to work immediately. Bargaining Unit Members released from Jury Duty any time after 12:00 noon do not have to report back to work.

ARTICLE 20

PROHIBITION OF STRIKES

20.1 Union Activity: The Union agrees that it will not under any circumstances or for any reason, including alleged or actual breach of the agreement by or sympathy for or support of the Bargaining Unit Members or Union, call, encourage, authorize, ratify or engage in any

strike, slowdown, boycott, unauthorized picketing, or other interruption of work.

20.2 Bargaining Unit Member Activity: Each and every Bargaining Unit Member in the Bargaining Unit covered by

this Agreement agrees that he or she will not under any circumstances or for any reason including alleged or actual breach of this Agreement by the City or in sympathy for or support of other Bargaining Unit Members or Union engage in any strike, slowdown,

boycott,

unauthorized picketing, or other interruption of work. It is agreed that any violation of this section shall be grounds for immediate discharge and such discharge shall not be reviewable under the grievance procedure except to determine if violation, in fact occurred.

20.3 Right of Discipline: The City has the right to discipline or discharge a Bargaining Unit Member

who instigates, participates in or gives leadership to any strike, work stoppage, boycott, unauthorized picketing, or slowdown or any curtailment of work or restriction of service or interference with the City.

20.4 Union Response: The Union agrees that in any event of any strike, work stoppage,

unauthorized picketing, or interference with the operation of the City, a responsible Official of the Union shall promptly and publicly disavow such strike and work stoppage and order the Bargaining Unit Members engaged in such activity to return to work.

20.5 Picketing: Picketing as used herein shall mean any concerted activity which has as its purpose or intent of influencing City Bargaining Unit Members to cease work or not to report to work, but does not prohibit or interfere with informational picketing in any way.

ARTICLE 21

UNIFORM AND TOOL ALLOWANCE & EDUCATIONAL ASSISTANCE

21.1 The City agrees to provide uniforms and the maintenance of 11 shirts and 11 trousers for those Bargaining Unit Members required to wear them.

21.2 The City shall pay a tool allowance to automotive mechanics. Bargaining Unit Members will supply their own tools in accordance with the following schedule:

\$200.00 annually for fiscal year 2015 and \$225.00 for the and fiscals years 2016 and 2017 payable in the month of October.

21.3 The City shall pay all non-uniformed Bargaining Unit Bargaining Unit Members, an annual clothing allowance, payable the first quarter of each year in advance, in accordance with the following:

\$200.00 annually for the duration of this contract

~~21.3~~ ~~A21.4~~ For uniformed positions identified as being "office based", uniforms and clothing allowance are provided on the following basis:

The City shall select and -provides 7 shirts, for which the Bargaining Unit Member is responsible for laundering, and a \$100.00 annual clothing allowance.

Formatted: Highlight

Positions to be deemed "office based" shall be at the sole discretion of the City.

Formatted: Indent: Left: 0"

21.6 Bargaining Unit Members who work in positions where proper shoe

Formatted: Not Highlight

attire is a safety concern will be provided a boot allowance of \$100.00
once per year. Safety shoes may be work shoes with or without steel toes.
The City will determine if steel toe work shoes are required on a case by
case basis.

~~21.4 Deleted for Bulletin Boards~~

BULLETIN BOARDS

22.1 The Union shall be authorized partial use of suitable bulletin boards at mutually agreed upon locations by the Union and the City . The Union may, at its own expense provide a

bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.

22.2 Material posted on bulletin boards designated for use by the Union shall pertain only to Union business and activities. No derogatory statements or material negative to the City's position will be posted on the bulletin boards.

22.3 The City and the Union will have exclusive use of bulletin boards and no other party will be permitted to post material without the City and Union agreeing to said posting.

22.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards and for maintaining such bulletin boards in an orderly fashion.

ARTICLE 23

SPECIAL MEETINGS

23.1 Management and the Union will upon mutual agreement meet and confer on matters of interest. Discussions shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this contract.

23.2 There shall be a Labor-Management Committee consisting of three (3) employer representatives of the City Manager's or his/her designee choosing and three (3) union representatives. The Committee shall meet during working hours, quarterly or less often by mutual consent. The items to be discussed shall be submitted in writing at least five (5) days prior to the meeting. If called by the City, those items to be discussed shall be submitted to the Union President. If called by the Union, the items to be discussed shall be submitted to the City Manager, or his/her designee.

ARTICLE 24

SEVERABILITY

24.1 Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 25FAMILY MEDICAL LEAVE/ MILITARY LEAVE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department.

MILITARY LEAVE

The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.

ARTICLE 26

TRAINING

26.1 The Union and the City encourage bargaining unit Bargaining Unit Members to further their education to improve or enhance their knowledge relating to the classification of which they work.

The City will reimburse Bargaining Unit Members required to attend seminars, workshops or classes to improve their job skills needed to perform their job responsibilities in accordance to Section 8.3 of the Training and Travel Expense of the Personnel Rules and Regulations, dated ~~August, 2007~~ 2018.

Formatted: Highlight

26.2 The City shall reimburse Bargaining Unit Members' expenses that are required to maintain C.E.U. Certifications. Bargaining Unit Members required to attend classes on their normal day(s) off will be paid at a rate of one and one-half times their normal salary if the training hours exceed their 40-hour work week.

26.3 Water and wastewater trainees and operators will be compensated their regular rate of pay when taking the Treatment Plant Operator Certification Examinations during working and non-working hours.

ARTICLE 27

WAGES

Formatted: Highlight

27.1

Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

~~Effective upon the ratification of this agreement, Bargaining Unit Members shall receive a onetime lump sum payment of \$600.00 payable on the September 29, 2016 paycheck. Effective October 1, 2016, Bargaining Unit Members shall receive a 5% increase to their hourly wage. Effective October 1, 2017, Bargaining Unit Members shall receive a 2.5% increase to their hourly wage. Employees at the maximum of their pay range shall receive a one-time lump sum payment effective the first full pay period in each of the same years equal to the above percentage increase multiplied by their annual salary of each respective year.~~

**CITY OF HOLLY HILL
2012-2013 CLASSIFICATION PLAN
EFFECTIVE during this contract period
NAGE PERSONNEL**

Formatted Table

Formatted: Highlight

PAY GRADE	POSITION TITLE	SALARY RANGE	
		MIN	MAX
3	Custodian	\$19,308	\$30,867
4		\$19,779	\$31,620
5	Accounting Clerk I Customer Service Clerk I Equipment Operator/Maintenance Worker Police Service Clerk Sludge Belt Press Operator Wastewater Treatment Plant Operator (TR) Water Treatment Plant Operator (TR)	\$21,287	\$34,030
6	Customer Service Clerk II Equipment Operator/Maintenance Worker I Field Service Worker Staff Assistant	\$22,351	\$35,731
7	Accounting Clerk II Inventory Clerk	\$23,468	\$37,516
8	Heavy Equipment Operator Mechanic Customer Service Clerk III Small Engine Mechanic	\$24,641	\$39,393
9	Accounting Clerk III Code Enforcement/Animal Control Officer Evidence/Property Technician Utilities Maintenance Worker Water Distribution System Operator Customer Service Clerk IV	\$25,873	\$41,362
10	Tradesworker Senior Mechanic Wastewater Treatment Plant Operator I Water Treatment Plant Operator I	\$27,166	\$43,428
11	Inspections Officer	\$28,524	\$45,599

	Licensing/Permit & Zoning Technician		
12	Wastewater Treatment Plant Operator II Water Treatment Plant Operator II	\$29,950	\$47,879
13	Wastewater Treatment Plant Operator III Water Treatment Plant Operator III	\$31,446	\$50,272

ARTICLE 28

PERSONNEL RULES AND REGULATIONS

28.1 The City's Personnel Rules and Regulations, dated ~~August, 2007~~ 2018, except as provided below, and further, except to the extent inconsistent with the agreement, are hereby incorporated by reference and made a part of this agreement.

Formatted: Highlight

28.2 To the extent the City's Personnel Rules and Regulations, dated ~~August, 2007~~ 2018, pertain to discipline and discharge, the propriety of discipline or discharge and the degree of discipline (including discharge) is controlled by this agreement. In addition, nothing in the City's Personnel Rules and Regulations shall operate to waive the Union's right to bargain collectively.

Formatted: Highlight

ARTICLE 29

RETIREMENT BENEFITS

29.1 All current benefits pertaining to retirement shall remain in full force and effect and in accordance with any changes as provided by the Florida Retirement System. [Bargaining Unit Members not eligible to participate in the Florida Retirement System will be provided a 401 Plan.](#)

ARTICLE 30

Formatted: Highlight

ENTIRE AGREEMENT

30.1 This agreement shall remain in effect for period beginning September 13, 2016 and continue through September 30, 2018.

ARTICLE 31CHANGES OR AMENDMENTS

31.1 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waiver, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto and except for the areas addressed by specific language.

FOR: NAGE, Public Bargaining Unit Members,
Florida:

Local _____

Vince Champion, Business Manager

Wage Severson Union President

Diane Cole, Hum. Res. Manager

FOR: City of Holly Hill,

John Penny, Mayor

Joseph Forte City Manager

Date Ratified: 9/13/2016

Formatted: Underline, Strikethrough

Formatted: Underline, Strikethrough, Highlight

ARTICLE 1 - UNION RECOGNITION

1.2 There shall be no discrimination against any employee on the basis of race, color, gender, national origin, disability, religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws or Union membership or non-membership.

ARTICLE 2 - UNION SECURITY AND CHECK-OFF

2.1 Twenty-six (26) deductions per year

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

5.1 Verbal and written reprimands may only be grieved through Step 3.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

7.2 Disciplinary action by the City shall begin against a Bargaining Unit Member within ten (10) working days of the occurrence of the act or omission giving rise to the disciplinary action with discipline being issued not more than 30 day following. A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

ARTICLE 9 - PROMOTIONAL VACANCIES

9.3 Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position for which the Bargaining Unit Member is qualified.

ARTICLE 11 - WORKING OUT OF CLASSIFICATION

11.1 A Bargaining Unit Member who works out of his or her classification for three (3) or more working days within a 14 day pay cycle,

ARTICLE 12 - HOURS OF WORK AND OVERTIME

Vacation leave, safety day, bereavement leave, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

Comp time extended from 40 hours to 60 hours. At the Bargaining Union Members request, compensatory time may be paid out in the first pay check in September.

ARTICLE 18 - SAFETY AND HEALTH

18.4 Safety Day Leave.

Safety Day Leave. All eligible bargaining unit members employees shall receive one (1) additional day of annual leave (to be termed a Safety Day), provided the bargaining unit member employee has experienced no work related injury in the previous fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by bargaining unit members employee's Supervisor. No loss of time is defined as taking one day or more off due to an on the job injury

ARTICLE 21 - UNIFORM AND TOOL ALLOWANCE & EDUCATIONAL ASSISTANCE

21.6 Bargaining Unit Members who work in positions where proper work shoe attire is a safety concern will be provided a boot allowance of once per year. Safety shoes may be work shoes with or without steel toes. The City will determine if steel toe work shoes are required on a case by case basis.

ARTICLE 27 - WAGES

27.1 Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years. Exhibit B is the pay bands.

ARTICLE 29 - RETIREMENT BENEFITS

29.1 Bargaining Unit Members not eligible to participate in the Florida retirement System will be provided a 401 Plan.

Personnel Rules & Regulations dated 2018.

**National Association of Government Employees
(NAGE) CONTRACT**

AND

CITY OF HOLLY HILL

October 1, 2018 – September 30, 2021

Ratified by City Commission:

INDEX

ARTICLE		PAGE
	Agreement	4
	Preamble	5
1	Union Recognition	6
2	Union Security and Check-Off	7
3	Union Representatives	8
4	Union Recognition	9
5	Grievance and Arbitration Procedure	10-13
6	Management Rights	14-15
7	Discipline and Discharge	16-17
8	Seniority	18-20
9	Promotional Vacancies	21
10	Voting	22
11	Working Out of Classification	23
12	Hours of Work and Overtime	24-26
13	Vacation	27-28
14	Holidays	29
15	Sick Leave	30-31
16	Bereavement Leave	32-33
17	Health Insurance	34
18	Safety and Health	35-36
19	Jury Duty	37

ARTICLE		PAGE
20	Prohibition of Strikes	38-39
21	Uniform and Tool Allowance and Educational Assistance	40
22	Bulletin Boards	41
23	Special Meetings	42
24	Severability	43
25	Family Medical Leave	44
26	Training	45
27	Wages	46-48
28	Personnel Rules and Regulations	48
29	Retirement Benefits	49
30	Entire Agreement	50
31	Changes or Amendments	51
Exhibit "A"	NAGE Evergreen Salary Study Three year Increase Schedule	52-54

AGREEMENT

THIS AGREEMENT is effective October 1, 2018 and will terminate September 30, 2021, by and among the City of Holly Hill, hereinafter referred to as the "City", and NAGE, Public Bargaining Unit Members, Local 5-025, hereinafter referred to as "Union".

Attachment: NAGE Final pdf. Sept. 10 2018 (2155 : National Association of Government Employees, Bargaining Unit Agreement)

(C, W, S,)  (N, L, C.)

PREAMBLE

Section 1: This agreement is entered into to facilitate the adjustment of grievances and disputes between the employer and Bargaining Unit Member; to provide insofar as possible, for continuous employment of labor and to establish the necessary procedure for the orderly and prompt adjustment of all disputes which arise between the City and the Union.

Section 2: The City and the Union encourage the highest possible degree of practical, friendly and cooperative relationships between their respective representatives at all levels. The officials of the City and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the City and the Bargaining Unit Members.

(v.c.) (P.W.S.)

ARTICLE 1

UNION RECOGNITION

1.1 The City of Holly Hill recognizes the Union as the exclusive collective bargaining representative for all:

INCLUDED: non-sworn employees of the City of Holly Hill in the following positions: accounting clerk I,II,III; code enforcement/animal control officer, custodian, customer service clerk I,II,III, equipment operator/maintenance worker; evidence/property technician; field service worker; inspections officer; lead equipment operator/maintenance worker; licensing/permit and zoning technician; mechanic; police service clerk; senior mechanic; sludge belt press operator; staff assistant; trades worker, utilities maintenance worker, utilities mechanic; waste water plant operator I,II; water distribution system operator; and water plant operator I,II, III.

EXCLUDED; all sworn employees of the City of Holly Hill, conflict supervisors, and all managerial and confidential employees as defined in Section 447.203(4) and (5), Florida Statutes (2015), including, but not limited to the position of administrative assistant.

1.2 There shall be no discrimination against any employee on the basis of race, color, gender, national origin, disability , religion, age, genetic information, marital status or status as a covered veteran in accordance with applicable federal, state and local laws or Union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; remembering that the public interest remains the full utilization of Bargaining Unit Members' skill and ability without regard to consideration of race, color, creed, national origin, sex, religion, age or disability.

(VCC / R.W.S.)

ARTICLE 2

UNION SECURITY AND CHECK-OFF

2.1 Upon receipt of a written authorization from an Bargaining Unit Member covered by this Agreement, the City will deduct from the Bargaining Unit Member's pay the amount owed to the Union by such Bargaining Unit Member for Union dues. It is understood that this provision will provide for twenty-six (26) deductions per year. The City will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be done at least thirty (30) days in advance of the effective date of such change. Any change in the amount of the Union Dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

2.2 Any Bargaining Unit Member may withdraw his or her membership in the Union upon written request and thirty (30) days' notice to both parties in writing.

(UC) (R.W.S.)

ARTICLE 3

UNION REPRESENTATIVES

- 3.1 Any recognized accredited representative of the Union shall, with the proper notification and approval, be admitted to certain areas of the property of the City in order to contact Management on matters pertaining to this Agreement. Union representatives and members shall be able to talk with Bargaining Unit Member before or after regular working hours, during lunch breaks, and morning/afternoon breaks about Union business. The Union agrees that there shall be no solicitation for memberships in the Union, signing up of members, collection of any fees, dues or assessments, Union meeting, or other activities of the Union on City time.
- 3.2 The Union Stewards/Executive Board members shall be appointed as per Article IV, Section 4, 4.2
- 3.3 A complete list of accredited representatives shall be furnished to the City annually and any changes of these shall be promptly reported in writing to the City Manager.

ARTICLE 4

UNION EXECUTIVE BOARD RECOGNITION

- 4.1 It is understood and agreed that an Bargaining Unit Member functioning as a Union Representative has productive work to perform and will not leave their job during work hours, except after properly requesting and receiving proper authorization from the Department Head and only after stating what Union duties are to be performed. If in the opinion of the City, the above mentioned persons are taking unreasonable time to conduct such business, the City shall have the right to require the Steward/ Executive Board member or the Union Officials to return immediately to their productive City work.
- 4.2 Four (4) Stewards/ Executive Board Members, to be selected from those Bargaining Unit Member covered under this collective bargaining agreement, will comprise the Union's authorized representatives.
- 4.3 The Chief Steward/ Union President will be selected from one of the existing Bargaining Unit Members allocations. Union Stewards/ Executive Board members are subject to all City Public Employer Rules and Regulations pertaining to the conduct of city Bargaining Unit Members.
- 4.4 Meeting and Arbitration: It is mutually understood and agreed that the City shall compensate the Representative of the Union and Bargaining Unit Member for time spent in meetings or conferences held in connection with the negotiations of an agreement or meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral party unless the negotiations are mutually agreed to by both parties to hold meetings on City time. The Union President or his/her designee shall be paid for all investigations, meetings and hearings of all grievances.

(VLC) *[Signature]*

ARTICLE 5

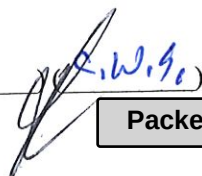
GRIEVANCE AND ARBITRATION PROCEDURE

5.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. A grievance shall be defined as any alleged violation of the specific terms of this Agreement. Verbal and written reprimands may only be grieved through Step 3.

Grievances shall be processed in accordance with the following Union procedure. The ten (10) day time frame commences immediately upon the Bargaining Unit Member Bargaining Unit Member's or member of management's return from compensated leave in each Step of this process: A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

Step 1. The grievant or the Union shall present orally or in writing his or her grievance to his or her immediate supervisor within ten (10) working days of the occurrence of the action giving rise to the grievance. The grievant or the supervisor may request that a Union President or local Union Representative be present. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally or in writing to the grievant within ten (10) working days from the date the grievance was presented to him or her.

Step 2. If the grievance is not settled at the first step, the grievant within ten (10) working days of the answer in the first step, shall reduce the grievance to writing, sign it and

(MC) 

present it to the Department Head or his or her designee. The Department Head or his or her designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Union President or local Union Representative. The Department Head or his or her designee shall notify the grievant of his or her decision not later than ten (10) working days following the meeting date supplying the grievant with his decision and a written explanation.

Step 3. If the grievance is not settled at the second step, the grievant within ten (10) working days shall present the written grievance to the City Manager or his or her designee. The City Manager or his or her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance conduct a meeting between himself or herself, his or her representatives if needed and the grievant. The grievant may be accompanied at this meeting by a Union President and the local Union Representative. The City Manager or his or her designee shall notify the grievant and the Union in writing of his or her decision with a written explanation not later than ten (10) working days following the meeting date.

Step 4. If the decision at Step 3 is adverse to the Grievant, the grievance may be processed further through the Arbitration procedure, provided the Union approves the submission of the grievance to arbitration. The Union is the sole determinant of which grievances shall be processed through the arbitration procedures, the Union may request arbitration in writing no later than ten (10) working days after the City Manager's response is due in Step 3 of the Grievance Procedure to the FMCS (Federal Mediation & Conciliation

(VLC) (S.W.S.)

Services) with a copy to the City Manager. The sole function of that body is to assist in the selection of the arbitrator.

Step 4-A. If at any step during the grievance process the grievant and the Union President deem it necessary for the Local Union Representative to be present, he/she shall be admitted.

5.2 The arbitration shall be conducted under the rules of the FMCS (Federal Mediation & Conciliation Services) subject to the following:

- a. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. The parties agree that the standard of review of the arbitrator's decision shall be whether the record of evidence establishes that the grieving party proved that the action taken by the non-grieving party violated a specific provision of this Agreement, policies, procedures and past practices. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto;
- c. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Article, or which is not specifically covered by this Agreement;
- d. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented to him or her which questions must be actual and existing;
- e. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties;

f. Each party shall bear the expenses of its own witnesses and its own representatives. The parties shall bear equally the expenses of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

5.3 The time indicated on all steps may be extended by mutual agreement in writing.

5.4 When a grievance is reduced to writing there shall be set forth:

- (1) A complete statement of the grievance and facts upon which it is based.
- (2) The section or sections of this Agreement claim to have been violated; and
- (3) The remedy or correction requested.

5.5 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit or the grievant to process the grievance within the time limit set forth, shall result in the grievance being awarded to the opposing party the requested relief.

5.6 The settlement of any grievance resulting in retroactive adjustment shall be limited to the ten (10) working days prior to filing the grievance in Step 1.

(K.C. W. H.)

ARTICLE 6
MANAGEMENT RIGHTS

6.1 Except as expressly provided for in this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the schedule of work time, contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations shall be performed by Bargaining Unit Members covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City good business judgment makes such curtailment or discontinuance advisable; to hire, lay-off, assign, transfer, determine the qualifications and promote Bargaining Unit Members; to determine the starting and quitting time and the number of hours to be worked; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

6.2 The City retains the sole right to discipline, suspend, and discharge Bargaining Unit Members for just cause, including violations of any of the terms of this Agreement.

6.3 The exercise of the above rights does not preclude Bargaining Unit Members their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment.

6.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of the City of Holly Hill. Any of the rights, powers, and authority the City had prior

to entering this collective bargaining agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure. Both parties agree to comply with State statute as regards notification of changes to conditions of employment.

6.5 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. Both parties, however, may mutually agree to enter into memorandums of understanding deemed necessary to clarify or enhance the administration of this agreement.

(VCC) C.W.S.

ARTICLE 7

DISCIPLINE AND DISCHARGE

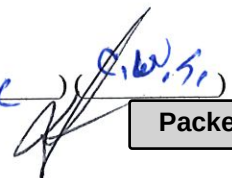
7.1 No permanent Bargaining Unit Member shall be disciplined or discharged except for just cause, and in no event until he or she has been furnished with a written statement of charges and the reasons for such action. In any proceedings the Bargaining Unit Member shall have 10 working days to prepare a defense against the charges preferred and shall have the right to retain counsel and shall be afforded due process. Disciplinary action shall be impartially and consistently administered.

7.2 Disciplinary action by the City shall begin against a Bargaining Unit Member within ten (10) working days of the occurrence of the act or omission giving rise to the disciplinary action with discipline being issued not more than 30 day following. A working day is defined as Monday through Friday, 8:00am – 5:00pm excluding Holidays recognized by the City of Holly Hill.

7.3 No documentation for progressive discipline shall be placed in a Bargaining Unit Member's personnel file without said Bargaining Unit Member initialing and dating said document prior to placing it in said Bargaining Unit Member personnel file or witnessed that Bargaining Unit Member refused to sign.

7.4 Discipline shall under normal circumstances be progressive. Progressive discipline may not apply depending upon the severity of the infraction or offense resulting in the verbal, written or suspension disciplinary action being advanced to a higher level.

7.5 Once a Bargaining Unit Member has had two (2) years without a disciplinary action, records of prior disciplinary actions shall not be used in progressive discipline.

(uc) (0.6.5.1)


Annual evaluations of Bargaining Unit Members will be completed within thirty (30) days of each Bargaining Unit Member's anniversary date.

7.6 Bargaining Unit Members that are requested to meet their supervisor or other city officials will be advised if the meeting is an investigation that could lead to discipline or for disciplinary action, allowing the Bargaining Unit Member an opportunity to request a union representative to be present. (Per: Weingarten Act 420, U.S. 251).

(VLC [Signature] E.W.S.)

ARTICLE 8

SENIORITY

8.1 Seniority is understood to mean an Bargaining Unit Member's most recent date of continuous employment so long as the Bargaining Unit Member has been carried for payroll purposes as a permanent Bargaining Unit Member. Seniority will continue to accrue during all types of approved leave to include but not limited to illness or injury, except for leave of absence without pay for thirty (30) days or more, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for a period of less than thirty (30) days shall not cause the seniority date to be adjusted.

8.2 For these purposes only, in regard to overtime, vacation, classification, work schedules, seniority will be defined as the length of employment with the Department. If a Bargaining Unit Member transferred from one department to another, he or she will carry with him or her the seniority that he or she has already acquired.

8.3 In cases of promotions, layoffs, or filling of vacancies or lateral transfers within departments, seniority and merit will be used as a factor where qualifications and work record, in the opinion of the City, are equal. The City maintains the right to promote, transfer and fill a vacancy without regard to seniority provided the individual has the required experience and qualifications for the position.

8.4 All newly hired Bargaining Unit Members shall be on probation for the first six (6) months of service with the City. The City, as its sole discretion, may terminate any newly hired Bargaining Unit Member during the probationary period without recourse to the grievance provisions of this agreement. City Bargaining Unit Members promoted will serve a probationary period for the first six (6) months of service with the City.

(VCL *[Signature]* S.W.G.)

8.5 If a Bargaining Unit Member's performance or work behavior is found to be unsatisfactory during the probationary period following promotion, the Bargaining Unit Member shall be returned to his or her former or comparable pay grade/position and rate of pay, if a vacant position is available. There will be a two-week trial period for the Bargaining Unit Member to request a change back to their previous position. Otherwise, the City is not obligated to return or secure a new position for the Bargaining Unit Member. If such position is not vacant, the demoted Bargaining Unit Member will be discharged as failure to satisfactorily perform during a 6-month probationary period.

8.6 Bargaining Unit Members shall lose all their seniority as a result of any type of termination as identified in Section 5, Termination of Employment of the Personnel Rules and Regulations, August, 2018.

8.7 Notwithstanding any of the foregoing provisions, the City maintains the right to promote, transfer and fill a vacancy. Experience and qualifications shall be the determining factor for such changes and where two or more Bargaining Unit Members have the same experience and qualifications as determined by the Department Head, seniority will prevail.

A. Bargaining Unit Members being laid off or demoted shall be eligible for recall in accordance with the following procedure. A Bargaining Unit Member subject to layoff shall have the right to bump a less senior Bargaining Unit Member in his division, or in a position which he previously held with the City, provided the bumping Bargaining Unit Member's skills, qualifications, and work performance are at least equal to the less senior Bargaining Unit Member.

B. The most senior laid off Bargaining Unit Member shall be offered recall to a job in the Bargaining Unit Member's classification provided that previous performance and attendance are acceptable by the City. Seniority will be the determining factor in the event of equal qualifications.

C. Notification of recall shall be sent to a laid off Bargaining Unit Member by certified mail to the address last known to the City. Recall rights shall remain in full effect for 18 months.

D. Should a laid off Bargaining Unit Member refuse one (1) job opportunity of equal or greater class offered by the City, his/her name shall be removed from the recall register.

E. After notification is received by the laid off Bargaining Unit Member, the Bargaining Unit Member must report to the City's Human Resources Department within five (5) working days or the Bargaining Unit Member shall forfeit all rights to be recalled by the City.

8.8 Bargaining Unit Members who are scheduled to be laid off shall receive no less than ten (10) working days' notice or in the alternative, ten days pay.

8.9 All accrued vacation will be paid due to reduction in force. Any Bargaining Unit Member who is laid off shall be entitled to sick leave payment as follows:

YEARS	PAYMENT
11-14 =	25%
15+ =	50%

8.10 If a reduction in force occurs, affected Bargaining Unit Members will receive two-weeks of severance pay at their current hourly base rate of pay. In addition, the City will pay the single coverage monthly premium for the following month after the date of lay-off.

Thereafter, the provisions regarding COBRA under the American Recovery and Reinvestment Act of 2009 will apply.

ARTICLE 9

PROMOTIONAL VACANCIES

9.1 Notice of a promotional vacancy in a new or an existing bargaining unit position filled by an Bargaining Unit Member covered by this Agreement shall be posted within a reasonable period of time after the vacancy occurs for a period of no less than five (5) working days on appropriate City Bulletin Boards and the City's website.

9.2 Any Bargaining Unit Member of the City who is interested in filling the vacancy, must complete an employment application to be considered for the position in accordance with the posted notice for such position. Qualifications of the Bargaining Unit Member shall be the determining factor in filling vacancies, however, when qualifications are equal, seniority will prevail. The procedure for appointment shall be in accordance with the Rules & Regulations City of Holly Hill.

9.3 Employees who have been promoted to a new classification or selected to fill a vacancy within the bargaining unit shall serve a one hundred and eighty (180) calendar day probationary period in the new classification or filled position. If during the probationary period the promoted Bargaining Unit Member is found not to have the aptitude or ability for the position to which he was promoted, the Bargaining Unit Member will be moved to an open available position for which the Bargaining Unit Member is qualified.

ARTICLE 10**VOTING**

10.1 Bargaining Unit Members are encouraged to vote either before or after their regular work hours, during their lunch break or through other options for voting which include: early voting and absentee voting.

(K.C.) (C.W.S.)

ARTICLE 11**WORKING OUT OF CLASSIFICATION**

11.1 A Bargaining Unit Member who works out of his or her classification for three (3) or more working days within a 14 day pay cycle, in a classification which pays a higher rate than that of his or her own classification shall be entitled to a 5% increase in pay during the period of such temporary assignment. The Bargaining Unit Member must assume the duties of the higher classification during the period of the assignment to be eligible for this increase. Under no circumstances shall a Bargaining Unit Member's regular pay be reduced if temporarily assigned to work in a classification paying a lower rate than that of his or her own classification.

(VLC) (G.W.S.)

ARTICLE 12

HOURS OF WORK AND OVERTIME

12.1 The City agrees that the basic workweek shall consist of forty (40) hours. Hours worked in excess of the basic 40 hour week shall be compensated for at the rate of one and one-half times the basic hourly rate of the Bargaining Unit Member.

12.2 For overtime calculations work performed shall not include sick leave or leave designated as workers comp leave. Birthday Leave and Personal Leave and Personal Leave Special shall be considered as hours worked for the purpose of calculating overtime provided the Bargaining Unit Member seeks and obtains approval for said leave in accordance with the provisions of Article 13, section 4 of this agreement. Vacation leave, safety day, bereavement leave, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes.

12.3 The total hours of overtime worked must be put on all Bargaining Unit Members' paychecks.

12.4 Overtime work, shall be distributed as equally as practical among Bargaining Unit Members in each department on the basis of seniority and skills based on the work he or she customarily and ordinarily performed during that week. Overtime assignments will primarily reflect the needs of the City, and to the extent practicable, the preferences of affected Bargaining Unit Members as periodically communicated in writing to the Bargaining Unit Member's supervisor. A list of eligible Bargaining Unit Members of each department shall be posted and maintained by the Department Head and a copy furnished to the Union President.

12.5 Any Bargaining Unit Member who is called to work outside of his or her regular hours shall be paid at the rate of one and one half for all such hours worked, but in any event

(KCC) (J.W.S.)

shall be guaranteed two (2) hours pay at said rate. Sick leave shall not affect this two hour call out pay. A Bargaining Unit Member, who is called to work outside of his or her regular hours, shall be defined as being "called back/call-in" after leaving City property or before entering City property and before the beginning of the Bargaining Unit Member's regular start time. Example: If a Bargaining Unit Member is called into work prior to his/her shift start time (7:00 a.m.; the Bargaining Unit Member's regular shift start time) he/she shall receive two (2) hours "call-in" pay. Any Bargaining Unit Member called back to work after his/her regular shift end time (3:30 p.m.; the Bargaining Unit Member's regular shift end time) he/she shall receive call-back pay equal to two (2) hours. If the Bargaining Unit Member has clocked out for that day, it does not matter if the Bargaining Unit Member has left city premises or not, he/she shall be entitled to the call-back pay of two (2) hours.

12.6 It is agreed by the parties hereto that under the provisions of this Agreement, there will be no duplication of premium payments and no claims made that provide for 'overtime on overtime'.

12.7 Neither the City nor the Bargaining Unit Member shall take any action to change the work schedule in any manner with the purpose to avoid payment of earned overtime or which would create the earning of overtime.

12.8 Every full time Bargaining Unit Member is entitled to one fifteen (15) minute break before lunch and one fifteen (15) minute break after lunch and at least a thirty (30) minute unpaid lunch break per day may be taken. Break time shall not be used to postpone the starting time for work, extend lunch break or accelerate the quitting time. Bargaining Unit Members are not allowed to combine the break times to create a thirty (30) minute break.

Unused break time does not accrue. The supervisor will schedule all breaks. In an emergency Article 12.8 is suspended.

12.9 Non-exempt Bargaining Unit Members (Bargaining Unit Members eligible for overtime) will be eligible to accumulate compensatory time in lieu of paid overtime up to a maximum of forty 60 hours. The Bargaining Unit Member must provide the City with an advanced 3-day (three day) notice prior to the commencement of the leave. At the Bargaining Union Members request, compensatory time may be paid out in the first pay check in September.

12.10 Bargaining Unit Members covered under this contract experiencing an emergency which results in a late arrival to work or an early departure from work (to include but not limited to: flat tire, auto accident, family emergency etc.) shall be allowed to utilize either compensatory leave, vacation leave or personal leave special as appropriate to the incident in order to make-up for hours missed from their regularly scheduled work day. Use of compensatory leave, vacation or personal leave special shall not be counted against an Bargaining Unit Member for the purpose of the Sick Leave Incentive.

(KLC) (G.W.S.)

ARTICLE 13

VACATION

13.1 Bargaining Unit Members will accrue vacation hours on a bi-weekly, per pay period basis and shall receive such, even upon termination of service with the City. A newly hired Bargaining Unit Member will be allowed to use vacation time upon completion of their probationary period. Use of the time accrued is governed by the City Personnel Rules and Regulations, dated August, 2018.

13.2 Bargaining Unit Members covered by this agreement shall be entitled to vacations as reflected in the following schedule.

<u>YEARS OF SERVICE</u>	<u>VACATION TIME</u>
<u>EARNED</u>	
0 - 4	80 hours per year
5 - 9	104 hours per year
10 - 14	120 hours per year
15 - 19	144 hours per year
20 - 24	184 hours per year
25 - 29	200 hours per year
Over 29	216 hours per year

13.3 A senior Bargaining Unit Member is not entitled to "bumping" a less senior Bargaining Unit Member if a vacation request has been received and approved by the Supervisor or Department Head in advance of a request submitted by the senior Bargaining Unit Member.

13.4 The use of vacation, birthday, safety day, personal leave day and compensatory time must be scheduled ahead of time. A Bargaining Unit Member must provide a 3-day advance notice to request

the use of vacation leave, birthday, safety, personal day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of three (3) days or more.

(K.C.) (D.W.B.)

ARTICLE 14
HOLIDAYS

14.1 The City agrees to recognize the following as paid holidays for bargaining unit

Bargaining Unit Members:

New Year's Day

Martin Luther King Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

One floating holiday designated by the City Commission

14.2 Should an Bargaining Unit Member as part of the basic work week be required to work on any of the paid City scheduled holidays, or for shift operators on the actual holiday, he or she shall receive one and one half for all hours worked plus holiday pay at straight time.

14.3 A unit Bargaining Unit Member shall be awarded a birthday leave day. A birthday leave day will be granted to each unit Bargaining Unit Member at the beginning of each fiscal year. The birthday is an 8-hour day of leave to be taken from October 1 until September 30 of that fiscal year, or will be forfeited for that year. The birthday cannot be used in increments and must be used as an 8-hour day and will be counted toward the calculation of overtime or the provisions of overtime for holidays.

ARTICLE 15

SICK LEAVE

15.1 Bargaining Unit Members covered by this Agreement shall accrue sick leave at the rate of one day per month of service, cumulative to 720 Seven Hundred and Twenty Hours. Bargaining Unit Members shall follow the guidelines of the City of Holly Hill, Personnel Rules and Regulations, Section 7, paragraph 7.2.

15.2 Sick leave may be used by a Bargaining Unit Member when incapacitated and unable to perform his or her duties due to sickness or injury or for doctor's appointments, or during an illness of a member of the Bargaining Unit Member's immediate family. Immediate family is defined for this purpose as Bargaining Unit Member's parents, spouse and children, or relative who is a part of the Bargaining Unit Member's permanent household.

15.3 Upon non-disciplinary termination, resignation, retirement or death, the Bargaining Unit Member or Bargaining Unit Member's estate shall be compensated for all unused sick leave according to the following schedule.

1. Resignation or non-disciplinary termination at 15 years or more of continuous service - 50%.2. Upon recognized FRS retirement, Social Security age eligibility and application for SSI Benefits and/or death - 100%.

15.4 Work related injuries or family medical leave shall not prevent a Bargaining Unit Member from participating in the Sick Leave Sell Back Program (S.L.S.B.P.) If a Bargaining Unit Member does not use sick leave, he/she may "sell back" up to 40 hours of sick leave in accordance with the following schedule:

(VCC) *[Signature]*

Sick Leave Hours Used	Number of Hours eligible	Sell Back Rate
0	40	50%
0-8	32	50%
8-16	24	100%
24	16	100%
32	8	100%
40+	0	Ineligible

A Bargaining Unit Member must have been employed on October 1st of the previous fiscal year to participate in the S.L.S.B..P. Bargaining Unit Members must be in a paid status during the entire fiscal year and have a remaining balance of 120 hours of Sick Leave, after the sell back, in order to be eligible to participate in the S.L.S.B.P.. Requests for selling back hours of Sick Leave, according to the above schedule, must be submitted to the Human Resources Manager between October 1st and October 15th of each eligible year. Sick Leave Sell Back Program checks will be issued with the second pay check in the month of November.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 In the event of death in the immediate family of a Bargaining Unit Member, the Bargaining Unit Member shall be granted bereavement leave of five (5) days (40 hours) off without loss of pay or benefits to attend the funeral or memorial service. This time is not to be charged to sick leave. Bereavement leave must be used within a 3-month time period from date of death. Immediate family is defined as spouse, mother, father, sister, brother, child, grandparents, grandchildren, step-parents and step-children, and other relations who are part of the Bargaining Unit Member's household, or any relative who has been declared to be under court appointed guardianship of the Bargaining Unit Member or the Bargaining Unit Member's spouse, or where the Bargaining Unit Member was raised by the decedent. The Bargaining Unit Member shall be granted bereavement leave of three (3) days (24 hours) off without loss of pay or benefits for the following family members: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

16.2 If additional time is needed for bereavement leave for out-of-state travel, sick leave can be used not to exceed 16 hours, or comp time or vacation time can be utilized.

16.3 The City may require a death notice for authorization.

16.4 Additionally, should a Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, a Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, sick leave, etc.).

(VCC) (A.W.H.)

Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

ARTICLE 17**HEALTH INSURANCE**

17.1 The City agrees to provide hospital and medical coverage for the Bargaining Unit Member as follows:

- a). The City shall pay the full premium for the individual coverage of the lowest Bargaining Unit Member only rate of the health insurance offered.
- b). The City shall make no contribution to dependent coverage.

17.2 The City agrees to maintain a term life insurance policy for each Bargaining Unit Member covered by this Agreement equal to one (1) year base salary up to a maximum of \$50,000. Each policy shall also provide for a double payment of benefit should death be a result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

(Vice) *[Signature]* E.W.S.

ARTICLE 18

SAFETY AND HEALTH

18.1 The City agrees that it will conform to and comply with laws as to safety, health, sanitation, and proper working conditions required by federal, state, or local law. The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.

18.2 Protective devices, wearing apparel, and other equipment necessary to protect Bargaining Unit Members from injury shall be provided by the City. Such practices may be improved from time to time by the City upon recommendations from the City's in-house safety representatives. Such protective devices, wearing apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by a Bargaining Unit Member to obey safety regulations and to use safety devices shall be just cause for disciplinary action up to and including discharge. A Bargaining Unit Member who fails to return wearing apparel and equipment to the city when required will be subject to reimburse the city for all costs associated with the wearing apparel and equipment from the Bargaining Unit Member's final paycheck.

18.3 It shall be the responsibility of the City to train Bargaining Unit Members in the safe use of the tools and equipment necessary to do their jobs. This shall be done prior to the use of the equipment by the Bargaining Unit Member.

18.4 Safety Day Leave. Safety Day Leave. All eligible bargaining unit members employees shall receive one (1) additional day of annual leave (to be termed a Safety Day), provided the bargaining unit member employee has experienced no work related injury in the previous fiscal year (October 1 – September 30) as a result of any job related accident.

The Safety Day must be taken within the fiscal year (October 1 – September 30) after it is earned and cannot be carried over. Use of this day requires pre-approval by bargaining unit members employee's Supervisor. No loss of time is defines as taking one day or more off due to an on the job injury.

(VCC) (D.W.B.)

ARTICLE 19**JURY DUTY**

19.1 Permanent full-time Bargaining Unit Members shall be granted time off with pay for reporting to jury duty upon presentation to his or her immediate supervisor of satisfactory evidence relating to jury duty in the form of a release from the clerk of the court indicating the date and time of release. No Bargaining Unit Member shall suffer a loss of straight time earnings for performance of jury duty. Bargaining Unit Members released from Jury Duty before 12:00 noon must report to work immediately. Bargaining Unit Members released from Jury Duty any time after 12:00 noon do not have to report back to work.

ARTICLE 20

PROHIBITION OF STRIKES

20.1 Union Activity: The Union agrees that it will not under any circumstances or for any reason, including alleged or actual breach of the agreement by or sympathy for or support of the Bargaining Unit Members or Union, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, unauthorized picketing, or other interruption of work.

20.2 Bargaining Unit Member Activity: Each and every Bargaining Unit Member in the Bargaining Unit covered by this Agreement agrees that he or she will not under any circumstances or for any reason including alleged or actual breach of this Agreement by the City or in sympathy for or support of other Bargaining Unit Members or Union engage in any strike, slowdown, boycott, unauthorized picketing, or other interruption of work. It is agreed that any violation of this section shall be grounds for immediate discharge and such discharge shall not be reviewable under the grievance procedure except to determine if violation, in fact occurred.

20.3 Right of Discipline: The City has the right to discipline or discharge a Bargaining Unit Member who instigates, participates in or gives leadership to any strike, work stoppage, boycott, unauthorized picketing, or slowdown or any curtailment of work or restriction of service or interference with the City.

20.4 Union Response: The Union agrees that in any event of any strike, work stoppage, unauthorized picketing, or interference with the operation of the City, a responsible Official of the Union shall promptly and publicly disavow such strike and work stoppage and order the Bargaining Unit Members engaged in such activity to return to work.

(VCC) (D.W.B.)

20.5 Picketing: Picketing as used herein shall mean any concerted activity which has as its purpose or intent of influencing City Bargaining Unit Members to cease work or not to report to work, but does not prohibit or interfere with informational picketing in any way.

ARTICLE 21

UNIFORM AND TOOL ALLOWANCE & EDUCATIONAL ASSISTANCE

21.1 The City agrees to provide uniforms and the maintenance of 11 shirts and 11 trousers for those Bargaining Unit Members required to wear them.

21.2 The City shall pay a tool allowance to automotive mechanics. Bargaining Unit Members will supply their own tools in accordance with the following schedule:
\$200.00 annually for fiscal year 2015 and \$225.00 for the and fiscals years 2016 and 2017 payable in the month of October.

21.3 The City shall pay all non-uniformed Bargaining Unit Bargaining Unit Members, an annual clothing allowance, payable the first quarter of each year in advance, in accordance with the following: \$200.00 annually for the duration of this contract

21.4 For uniformed positions identified as being "office based", uniforms and clothing allowance are provided on the following basis:

The City shall select and provide 7 shirts, for which the Bargaining Unit Member is responsible for laundering, and a \$100.00 annual clothing allowance. Positions to be deemed "office based" shall be at the sole discretion of the City.

21.5 Bargaining Unit Members who work in positions where proper work shoe attire is a safety concern will be provided a boot allowance of \$100.00 once per year. Safety shoes may be work shoes with or without steel toes. The City will determine if steel toe work shoes are required on a case by case basis.

21.6 The clothing and tool allowance are subject to all applicable Internal Revenue Service rules and regulations.

ARTICLE 22**BULLETIN BOARDS**

22.1 The Union shall be authorized partial use of suitable bulletin boards at mutually agreed upon locations by the Union and the City . The Union may, at its own expense provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the working location.

22.2 Material posted on bulletin boards designated for use by the Union shall pertain only to Union business and activities. No derogatory statements or material negative to the City's position will be posted on the bulletin boards.

22.3 The City and the Union will have exclusive use of bulletin boards and no other party will be permitted to post material without the City and Union agreeing to said posting.

22.4 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards and for maintaining such bulletin boards in an orderly fashion.

(VCC) (A.W.B.)

ARTICLE 23**SPECIAL MEETINGS**

23.1 Management and the Union will upon mutual agreement meet and confer on matters of interest. Discussions shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this contract.

23.2 There shall be a Labor-Management Committee consisting of three (3) employer representatives of the City Manager's or his/her designee choosing and three (3) union representatives. The Committee shall meet during working hours, quarterly or less often by mutual consent. The items to be discussed shall be submitted in writing at least five (5) days prior to the meeting. If called by the City, those items to be discussed shall be submitted to the Union President. If called by the Union, the items to be discussed shall be submitted to the City Manager, or his/her designee.

(KLC) (P. W. H.)

ARTICLE 24**SEVERABILITY**

24.1 Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 25**FAMILY MEDICAL LEAVE/ MILITARY LEAVE**

25.1 The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department.

MILITARY LEAVE

25.2 The City of Holly Hill complies with all State and federal Statutes related to military service. This includes but is not limited to Florida State Statutes 115.07(1) and 115.09.

ARTICLE 26**TRAINING**

26.1 The Union and the City encourage bargaining unit Bargaining Unit Members to further their education to improve or enhance their knowledge relating to the classification of which they work.

The City will reimburse Bargaining Unit Members required to attend seminars, workshops or classes to improve their job skills needed to perform their job responsibilities in accordance to Section 8.3 of the Training and Travel Expense of the Personnel Rules and Regulations, dated August, 2018.

26.2 The City shall reimburse Bargaining Unit Members' expenses that are required to maintain C.E.U. Certifications. Bargaining Unit Members required to attend classes on their normal day(s) off will be paid at a rate of one and one-half times their normal salary if the training hours exceed their 40-hour work week.

26.3 Water and wastewater trainees and operators will be compensated their regular rate of pay when taking the Treatment Plant Operator Certification Examinations during working and non-working hours.

ARTICLE 27**WAGES**

27.1 Effective October 1, 2018 Bargaining Unit Members shall receive wage increases commensurate with Exhibit "A" for the three year period of this Agreement. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years. Employees at the maximum of their pay range shall receive a one-time lump sum payment effective the October 1st in each year of this agreement in the amount of 2.25% increase multiplied by their annual salary of each respective year.

All new employees hired between October 1, 2018 and September 30, 2020 will be paid at the entry level of the 2015-2018 pay scale and modified to meet the Evergreen recommendation then smoothed out over the remaining period of the contract. This is to prevent any new employee from earning more than an existing employees during this wage transition period.

Pay Grade	Position Title	Minimum	Midpoint	Maximum
101	Custodian	\$10.00	\$13.16	\$16.3
		\$20,800.00	\$27,372.80	\$33,945.6
102	Finance Clerk I	\$11.62	\$15.29	\$18.9
	Maintenance Worker I	\$24,169.60	\$31,803.20	\$39,436.8
	Police Service Clerk			
103	Finance Clerk II	\$12.32	\$16.21	\$20.1
	Maintenance Worker II	\$25,625.60	\$33,716.80	\$41,808.0
	Staff Assistant			
104	Finance Clerk III	\$13.06	\$17.19	\$21.3
	Animal Control / Code Officer I	\$27,164.80	\$35,744.80	\$44,324.8
	Mechanic			

105	Finance Clerk III	\$14.67	\$19.30	\$23.93
	Administrative Assistant	\$30,513.60	\$40,144.00	\$49,774.40
	Evidence / Property Technician			
	Lead Maintenance Worker			
	Tradesworker			
106	Code Enforcement Officer II	\$16.48	\$21.69	\$26.89
	Senior Mechanic	\$34,278.40	\$45,104.80	\$55,931.20
107	Inspections Officer	\$18.52	\$24.37	\$30.21
	Licensing/Permit & Zoning Technician	\$38,521.60	\$50,689.60	\$62,857.60
	Senior Code Enforcement Officer			
Pay Grade	Position Title	Minimum	Midpoint	Maximum
U-1	Utilities Maintenance Worker I	\$11.62	\$15.29	\$18.91
		\$24,169.60	\$31,803.20	\$39,436.80
U-2	Utilities Maintenance Worker II	\$13.06	\$17.18	\$21.30
		\$27,164.80	\$35,734.40	\$44,304.00
U-3	Utilities Maintenance Worker III	\$14.67	\$19.30	\$23.93
		\$30,513.60	\$40,144.00	\$49,774.40
O-C	Operator C	\$16.48	\$21.69	\$26.89
		\$34,278.40	\$45,104.80	\$55,931.20
O-B	Operator B	\$17.47	\$22.99	\$28.51
		\$36,337.60	\$47,808.80	\$59,280.00
O-A	Operator A	\$18.52	\$24.37	\$30.21
		\$38,521.60	\$50,689.60	\$62,857.60

For the term of this Agreement:

Maximum equal to raise given but no greater than the annual Southern Area CPI.

*All new employees hired between October 1, 2018 and September 30, 2020 will be paid at the entry level of the 2015-2018 pay scale and modified to meet the Evergreen recommendation then smoothed out over the remaining period of the contract. This is to prevent any new employee from earning more than an existing employee during this wage transition period.

ARTICLE 28**PERSONNEL RULES AND REGULATIONS**

28.1 The City's Personnel Rules and Regulations, dated August, 2018, except as provided below, and further, except to the extent inconsistent with the agreement, are hereby incorporated by reference and made a part of this agreement.

28.2 To the extent the City's Personnel Rules and Regulations, dated August, 2018, pertain to discipline and discharge, the propriety of discipline or discharge and the degree of discipline (including discharge) is controlled by this agreement. In addition, nothing in the City's Personnel Rules and Regulations shall operate to waive the Union's right to bargain collectively.

ARTICLE 29**RETIREMENT BENEFITS**

29.1 All current benefits pertaining to retirement shall remain in full force and effect and in accordance with any changes as provided by the Florida Retirement System. Bargaining Unit Members not eligible to participate in the Florida retirement System will be provided a 401 Plan.

ARTICLE 30**ENTIRE AGREEMENT**

30.1 This agreement shall remain in effect for period beginning October 1, 2018 and continue through September 30, 2021.

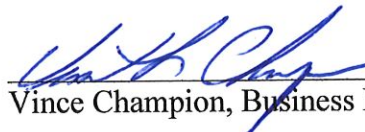
ARTICLE 31
CHANGES OR AMENDMENTS

31.1 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waiver, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto and except for the areas addressed by specific language.

FOR: NAGE, Public Bargaining Unit Members,
Florida:

FOR: City of Holly Hill,

Local _____


Vince Champion, Business Manager

John Penny, Mayor

Wage Severson Union President

Joseph Forte City Manager

Diane Cole, Hum. Res. Manager

EXHIBIT "A"
NAGE EVERGREEN SALARY STUDY ANNUAL INCREASES

Last Name	First Name	Current Hourly Rate	Grade	Proposed Rate 10/1/17	FY 18/19	FY 19/20	FY 20/21
VACANT		\$	103	\$	\$	\$	\$
		\$		\$	\$	\$	\$
TOWNE	CHERIE	16.47	104	16.68	16.92	17.38	17.83
		\$		\$	\$	\$	\$
AST	RANDY	14.00	104	16.48	14.28	14.60	14.93
		\$	101	\$	\$	\$	\$
KINCH	EDWARD	11.14	(100)	12.77	11.98	12.81	13.65
		\$	101	\$	\$	\$	\$
BARNES	ARLAND	10.00	(100)	10.23	10.31	10.62	10.93
		\$	101	\$	\$	\$	\$
BINGHAM	KENNETH	12.92	(100)	14.28	13.70	14.48	15.26
		\$	102	\$	\$	\$	\$
NEMORE	DEITRA	10.23	(101)	11.62	10.96	11.69	12.42
		\$	103	\$	\$	\$	\$
GOODWIN	JENNIFER	11.57	(102)	12.60	12.20	12.84	13.47
		\$	104	\$	\$	\$	\$
GATLIN	JASON	12.14	(103)	13.35	12.85	13.57	14.28
		\$	102	\$	\$	\$	\$
BRUCE	EZEKIEL	10.49	(101)	11.88	11.23	11.96	12.70
		\$	102	\$	\$	\$	\$
CREVELING	JOHN	14.24	(101)	17.34	15.67	17.11	18.54
		\$	102	\$	\$	\$	\$
ROGERS	JONATHAN	11.01	(101)	12.42	11.77	12.52	13.28
		\$	102	\$	\$	\$	\$
BRUCE	CHARLES	10.49	(101)	11.88	11.23	11.96	12.70
		\$	102	\$	\$	\$	\$
STOUT	DENNIS	16.36	(101)	18.96	17.52	18.68	19.83
		\$		\$	\$	\$	\$
AMARA	LISA	13.39	105	15.34	14.39	15.40	16.40
		\$	108	\$	\$	\$	\$
BEAUREGARD	RICHARD	18.68	(110)	21.94	20.27	21.86	23.45
		\$		\$	\$	\$	\$
KING 24	HENRY	19.89	105	20.03	20.40	20.91	21.41
		\$		\$	\$	\$	\$
MANNING 16	DAVE	17.30	105	17.53	17.78	18.26	18.74
		\$		\$	\$	\$	\$
NELSON	ELIZABETH	20.08	106	18.83	20.08	20.10	20.13
		\$	104	\$	\$	\$	\$
VACANT		11.28	(103)	13.06	12.17	13.07	13.96

Attachment: NAGE Final pdf. Sept. 10 2018 (2155 : National Association of Government Employees, Bargaining Unit Agreement)

GOTIMER	SCOTT	\$ 13.73	104 (103)	\$ 14.60	\$ 14.35	\$ 14.98	\$ 15.60
HURNEY	KIMBERLY	\$ 11.56	103 (102)	\$ 12.32	\$ 12.10	\$ 12.63	\$ 13.17
GLOVER	CHARLES	\$ 19.57	106	\$ 21.05	\$ 20.55	\$ 21.52	\$ 22.50
VACANT		\$ 11.62	102 (101)	\$ 11.62	\$ 11.89	\$ 12.15	\$ 12.42
WARRINGTON	MARTIN	\$ 20.88	105 (104)	\$ 22.89	\$ 22.08	\$ 23.27	\$ 24.47
REEVES	CHRISTIAN	\$ 20.50	O-A	\$ 19.80	\$ 20.72	\$ 20.95	\$ 21.17
DALLY	JOHN	\$ 23.82	O-A	\$ 24.73	\$ 24.69	\$ 25.57	\$ 26.44
KENNEY	JAMES	\$ 25.65	O-A	\$ 28.90	\$ 27.40	\$ 29.15	\$ 30.89
JACOBSON	JEFFREY	\$ 22.67	O-B	\$ 23.33	\$ 23.43	\$ 24.18	\$ 24.94
WEEKS	DAREN	\$ 23.83	O-B	\$ 27.26	\$ 25.60	\$ 27.37	\$ 29.14
VACANT		\$ 16.48	O-C	\$ 16.48	\$ 16.86	\$ 17.24	\$ 17.62
HUSTEAD	DAVID	\$ 18.03	O-C	\$ 17.62	\$ 18.30	\$ 18.56	\$ 18.83
SCHIBILLA	STEVE	\$ 18.44	O-C	\$ 18.42	\$ 18.86	\$ 19.27	\$ 19.69
WILKES	DONALD	\$ 18.63	O-C	\$ 18.83	\$ 19.13	\$ 19.63	\$ 20.13
SMITH	GERALD	\$ 19.09	O-C	\$ 20.13	\$ 19.90	\$ 20.71	\$ 21.52
DAVIS	CHARLES	\$ 20.88	O-C	\$ 21.52	\$ 21.59	\$ 22.30	\$ 23.01
GREGORY	ROBERT	\$ 20.88	O-C	\$ 22.50	\$ 21.94	\$ 23.00	\$ 24.06
SMITH	MARK	\$ 13.08	U-1	\$ 11.88	\$ 13.08	\$ 13.08	\$ 13.08
NAVIN	CHRISTOPHER	\$ 10.49	U-2	\$ 13.35	\$ 11.75	\$ 13.01	\$ 14.27
BLANKENSHIP	JACOB	\$ 12.75	U-2	\$ 13.65	\$ 13.36	\$ 13.98	\$ 14.59
JACOBS	KEN	\$ 11.57	U-2	\$ 13.96	\$ 12.69	\$ 13.80	\$ 14.92
GLASS	RICHARD	\$ 14.07	U-2	\$ 14.27	\$ 14.67	\$ 15.00	\$ 15.26
HAMILTON	JOHNNY	\$ 13.88	U-3	\$ 15.34	\$ 14.72	\$ 15.56	\$ 16.40
DELANOY	JEFFREY	\$ 13.66	U-3	\$ 16.40	\$ 14.95	\$ 16.24	\$ 17.53

Attachment: NAGE Final pdf. Sept. 10 2018 (2155 : National Association of Government Employees, Bargaining Unit Agreement)

SEVERSON	CARLTON	\$ 15.67	U-3	\$ 16.77	\$ 16.42	\$ 17.17	\$ 17.92
JOHNSON	STANLEY	\$ 19.89	U-3	\$ 20.48	\$ 20.56	\$ 21.23	\$ 21.90

(KC) (W.S.)

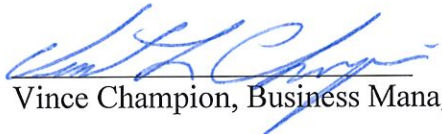
ARTICLE 31
CHANGES OR AMENDMENTS

31.1 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waiver, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto and except for the areas addressed by specific language.

FOR: NAGE, Public Bargaining Unit Members,
Florida:

FOR: City of Holly Hill,

Local _____


Vince Champion, Business Manager

John Penny, Mayor


Wade Severson Union President

Joseph Forte City Manager

Diane Cole, Hum. Res. Manager



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-63 A Resolution of the City of Holly Hill, Florida, Establishing Certain Fees and Increasing Certain Existing Fees for Various Services, Permits, and Certificates Provided by the City and Adopting a Comprehensive Citywide Fee Schedule for the Fiscal Year 2018-2018.
NUMBER: (ID # 2180)
APPLICANT:
PLANNER:

DISCUSSION:

On September 18, 2017, the City Commission adopted Resolution 2017-R-52, which incorporated annual modifications / changes to various fees / costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees. The Schedule of Fines, Fees, Costs and/or Penalties has been modified to incorporate recent changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities). This is the annual adoption of those rates adjusted for the fiscal year per existing ordinance or other factors.

This year the changes are being made to building and zoning fees, city clerk miscellaneous fees, water and sewer rates as adjusted per city ordinance, solid waste extra pickups, stormwater Equivalent Residential Unit charge and administrative charges for services related to utilities. Additionally, we propose a change in how deposits for utility services are determined based on a utility credit score.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Adopt Resolution 2018-R-64 as presented.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE RESOLUTION 2018-R-63, ESTABLISHING CERTAIN FEES AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND ADOPTING A COMPREHENSIVE CITYWIDE FEE SCHEDULE FOR THE FISCAL YEAR 2018-2019.

ATTACHMENTS:

- FY 2019 Fee Schedule (PDF)

Resolution No. (ID # 2180)

RESOLUTION 2018-R-63 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY AND ADOPTING A COMPREHENSIVE CITYWIDE FEE SCHEDULE FOR THE FISCAL YEAR 2018-2018.

RESOLUTION 2018-R-63

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND ADOPTING A COMPREHENSIVE CITYWIDE FEE SCHEDULE FOR THE FISCAL YEAR 2018-2019.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On September 18, 2017, the City Commission adopted Resolution 2017-R-52, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.
2. The Citywide Fee Schedule has been modified to incorporate recent changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.
3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect a few changes that have been incorporated herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2018-19 Proposed Citywide Fee Schedule (Attachment “A”):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;
2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;
3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2018-19 Proposed Citywide Fee Schedule (Attachment “A”) which:
 - A. Consolidates existing fees, tables, and schedules; and
 - B. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2018-19 Proposed Citywide Fee Schedule (Attachment “A”), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2018-2019 Proposed Citywide Fee Schedule (Attachment “A”) become effective on October 1, 2018.

APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER, 2018.

"ATTACHMENT A"

City Wide Fee Schedule - Fiscal Year 2018-2019

FEE TYPE	FY2016-17 PRIOR YEAR	FY2017-18 CURRENT	FY2018-19 PROPOSED	CHANGE
BUILDING AND ZONING FEES				
APPLICATION FEES				
APPLIC FEE-TEMP SIGNAGE	25.00	25.00	25.00	-
APPLIC FEE-SIGN PERMIT	25.00	25.00	25.00	-
APPLIC FEE-BD OF PLAN/APL	50.00	50.00	50.00	-
APPLIC FEE-COMM BLDG PRMT	60.00	60.00	60.00	-
APPLIC FEE-RES ACCES.STRC	30.00	30.00	30.00	-
APPLIC FEE-RES BLDG PRMIT	30.00	30.00	30.00	-
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00	200.00	-
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00	500.00	-
BUILDING PERMIT FEES - PROPOSED				
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00	20.00	-
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00	30.00	-
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00	75.00	-
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00	4.00	-
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00	450.00	-
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00	3.00	-
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00	1,650.00	-
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50	1.50	-
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00	2,150.00	-
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00	1.00	-
PLAN REVIEW FEES				
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00	30.00	-
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00	40.00	-
ZONING REVIEW - ANY VALUE	20.00	20.00	20.00	-
\$0.00 to \$5,000.00	25.00	25.00	25.00	-
\$5,001.00 to \$10,000.00	30.00	30.00	30.00	-
\$10,001.00 to \$50,000.00	60.00	60.00	60.00	-
\$50,001.00 to \$100,000.00	80.00	80.00	80.00	-
\$100,001.00 to \$200,000.00	100.00	100.00	100.00	-
\$200,001.00 to \$500,000.00	340.00	340.00	340.00	-
\$500,001.00 AND OVER	340.00	340.00	340.00	-
EACH \$500,000.00 OF VALUATION	20.00	20.00	20.00	-
PROCESSING FEES				
CERTIFICATE OF OCCUPANCY	20.00	20.00	20.00	-
CERTIFICATE OF COMPLETION	20.00	20.00	20.00	-
CHANGE CONTRACTOR FEE	25.00	25.00	25.00	-
CHANGE SUB-CONTRACTOR FEE	10.00	10.00	10.00	-
PERMIT RENEWAL-EXTND ACTV 0-3 MOS.	1/4 Orig. Fee	1/4 Orig. Fee	1/4 Orig. Fee	
PERMIT RENEWAL-EXTND ACTV 3-6 MOS.	1/2 Orig. Fee	1/2 Orig. Fee	1/2 Orig. Fee	
PERMIT RENEWAL-EXTND ACTV OVER 6 MOS.	Full Fee	Full Fee	Full Fee	
FINES - WORK WITHOUT A PERMIT	2X Permit Fee	2X Permit Fee	2X Permit Fee	
PERMIT RENEWAL-EXTND ACTV	30.00	30.00	30.00	-
PLACARD FEE	3.00	3.00	3.00	-
PLACARD REPLACEMENT FEE	10.00	10.00	10.00	-
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00	250.00	-
CLOSEOUT FEES-REACTV.MISC	40.00	40.00	40.00	-
CLOSEOUT FEES-REACTV.POOL	120.00	120.00	120.00	-
LAND DEVELOPMENT FEES				
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)				
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	-	-	100.00	
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00	3,000.00	-
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00	2,000.00	-
CONCURRENCY REVIEW - NON-BINDING LETTER	-	-	110.00	110.00
LOT SPLIT - ONE LOT INTO TWO / LOT COMBO - TWO INTO ONE / LOT LINE RECONFIGURATION	-	-	250.00	250.00
PLAT - FINAL	-	-	500.00	500.00
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER 2 COMMERCIAL LOTS	-	-	500.00	500.00
REZONING - NON-PUD	1,200.00	1,200.00	1,200.00	-
REZONING - PUD	2,000.00	2,000.00	2,000.00	-

Attachment: FY 2019 Fee Schedule (2180 : Fiscal Year 2019 Fee Resolution)

REZONING - PUD AMENDMENT	1,250.00	1,250.00	1,250.00	-
SITE PLAN REVIEW-LAND DEV	1,200.00	1,200.00	1,200.00	-
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	-		25% OF APPLICATION COST	
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	-	-	500.00	500.00
SPECIAL EXCEPTION-LAND DEV	500.00	500.00	500.00	-
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00	325.00	-
STREET NAME CHANGE			350.00	350.00
SUBDIVISION (CONCEPT)	350.00	350.00	350.00	-
SUBDIVISION (FINAL)	1,000.00	1,000.00	1,000.00	-
SUBDIVISION (PRELIMINARY)	1,000.00	1,000.00	1,000.00	-
TRAFFIC IMPACT ANALYSIS REVIEW			Actual Cost	
VARIANCE NON-RESIDENTIAL	500.00	500.00	500.00	-
VARIANCE RESIDENTIAL	350.00	350.00	350.00	-
ALL OTHER	300.00	300.00	300.00	-
ZONING VERIF LETTER/REBUILD (NON PUD)	25.00	25.00	50.00	25.00
ZONING VERIF LETTER/ PLANNED UNIT DEVELOPMENT/DUE DILIGENCE/RESEARCH	-	-	125.00	125.00

SITE PERMIT FEE

SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	-	-	The greater of 2% of the cost of site improvements only or 250.00	
---	---	---	---	--

ELECTRICAL PERMITS

ELECTRICAL - COMMERCIAL	60.00	60.00	60.00	-
ELECTRICAL - RESIDENTIAL	30.00	30.00	30.00	-
ELEC - CIRCUIT UP TO 10	6.00	6.00	6.00	-
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00	75.00	-
ELEC - PRE POWER COMMERCIAL	100.00	100.00	100.00	-
ELEC - POOL COMMERCIAL	200.00	200.00	200.00	-
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00	50.00	-
ELEC - TEMP POWER POLE	50.00	50.00	50.00	-
ELEC - PER AMP SINGLE PHASE	0.60	0.60	0.60	-
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50	1.50	-
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00	1.00	-
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00	3.00	-
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00	30.00	-
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00	5.00	-

FIRE PLAN REVIEWS

FIRE PLAN REV/<20K SQ FT	60.00	60.00	60.00	-
FIRE REVIEW/20,001-30K SQ'	90.00	90.00	90.00	-
FIRE REVW/30,001-40K SQ'	120.00	120.00	120.00	-
FIRE REVW/40,001-50K SQ'	150.00	150.00	150.00	-
FIRE REVW/50,001-60K SQ'	180.00	180.00	180.00	-
FIRE REVW/60,001-70K SQ'	210.00	210.00	210.00	-
FIRE REVW/70,001-80K SQ'	240.00	240.00	240.00	-
FIRE REVW/80,001-90K SQ'	270.00	270.00	270.00	-
FIRE PLAN REV/>90,001 SQ'	300.00	300.00	300.00	-
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00	100.00	-
FIRE HOOD SYS/SPR BTH VEN	100.00	100.00	-	(100.00)
FIRE SITE PLANS	100.00	100.00	-	(100.00)
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00	25.00	-
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50	0.50	-
FIRE SPRINKLER PLANS (PER EA. 1000 SQ. FT.)	-	-	-	-
FIRE SPRINKLER UP TO 10,000 SQ FEET	75.00	75.00	100.00	25.00
FIRE SPRINKLER OVER 10,000 SQ FEET	75.00	75.00	100.00	25.00
FIRE SPRINKLER OVER 10,000 SQ FEET	-	-	10.00 per each additional 1000 sq. ft. over 10,000	
FIRE SPRINKLER OVER 11,001 SQ FEET - PER THOUSAND	10.00	10.00	-	(10.00)
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00	50.00	-
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00	50.00	-
COMMERCIAL COOKING - EACH HOOD	75.00	75.00	75.00	-
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00	75.00	-
VENTILATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00	50.00	-
EMERGENCY GENERATOR	75.00	75.00	75.00	-
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00	50.00	-
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00	35.00	-
FIRE ALARM SYSTEMS (EACH 1,000 SQ FEET)	-	-	-	-
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00	75.00	-
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00	10.00	-

SYSTEM TEST FEES

ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00	25.00	-
ALARM SYSTEMS OVER 10,000 SQ FEET	40.00	40.00	50.00	10.00
COMMERCIAL COOKING (EACH SYSTEM)	30.00	30.00	60.00	30.00
EMERGENCY GENERATOR	25.00	25.00	-	(25.00)

FIRE HYDRANT FLOW TEST	25.00	25.00	25.00	-
FIRE PUMP TEST	25.00	25.00	25.00	-
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	45.00	45.00	75.00	30.00
HYDROSTATIC TEST OVER 10,000 SQ. FT.	75.00	75.00	125.00	50.00
HYDROSTATIC TEST (UNDERGROUND)	45.00	45.00	75.00	30.00

ANNUAL FIRE SAFETY INSPECTION FEES

0 -3,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	-	-	30.00	30.00
3,001 - 5,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	-	-	50.00	50.00
5,001 - 10,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	-	-	60.00	60.00
10,001 - 15,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	-	-	100.00	100.00
15,001 - 20,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	-	-	120.00	120.00
20,001 - 30,000 SQ. FT. (INITIAL AND 1ST REINSPECTION INCLUDED IN FEE)	-	-	150.00	150.00
EACH ADDITIONAL 10,000 SQ. FT.	-	-	8.00	8.00

2ND REINSPECTION

	-	-	25.00	25.00
--	---	---	-------	-------

3RD AND SUBSEQUENT REINSPECTIONS

	-	-	50.00	50.00
BUS/COMMERCIAL 0-3,000 SQ. FT.	30.00	30.00	-	(30.00)
BUS/COMMERCIAL 3,001-30,000 SQ. FT.	45.00	45.00	-	(45.00)
BUS/COMMERCIAL > 30,000 SQ. FT.	60.00	60.00	-	(60.00)
MERCANTILE 0-3,000 SQ. FT.	30.00	30.00	-	(30.00)
MERCANTILE 3,001-30,000 SQ. FT.	45.00	45.00	-	(45.00)
MERCANTILE > 30,000 SQ. FT.	60.00	60.00	-	(60.00)
INDUST/STORAGE 0-3,000 SQ. FT.	30.00	30.00	-	(30.00)
INDUST/STORAGE 3,001-20,000 SQ. FT.	45.00	45.00	-	(45.00)
INDUST/STORAGE 20,001-60,000 SQ. FT.	60.00	60.00	-	(60.00)
INDUST/STORAGE > 60,000 SQ. FT.	75.00	75.00	-	(75.00)
ASSEMBLY 0-300 PERSONS	30.00	30.00	-	(30.00)
ASSEMBLY 301-1,000 PERSONS	45.00	45.00	-	(45.00)
ASSEMBLY 1,001+ PERSONS	60.00	60.00	-	(60.00)
HEALTHCARE/ALF/RES. CARE 1-25 UNITS	50.00	50.00	-	(50.00)
HEALTHCARE/ALF/RES. CARE 26-50 UNITS	75.00	75.00	-	(75.00)
HEALTHCARE/ALF/RES. CARE 51-100 UNITS	150.00	150.00	-	(150.00)
HEALTHCARE/ALF/RES. CARE > 100 UNITS	250.00	250.00	-	(250.00)
APTS/MOTELS/HOTELS/HLTHCARE 1-25 UNITS	50.00	50.00	-	(50.00)
APTS/MOTELS/HOTELS/HLTHCARE 26-50 UNITS	75.00	75.00	-	(75.00)
APTS/MOTELS/HOTELS/HLTHCARE 51-100 UNITS	150.00	150.00	-	(150.00)
APTS/MOTELS/HOTELS/HLTHCARE > 100 UNITS	250.00	250.00	-	(250.00)

PLUMBING PERMIT FEES

BACKFLOW INSPECTION (NEW)	-	-	-	-
BACKFLOW RE-CERTIFICATION	-	-	-	-
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00	30.00	-
PLUMB-MIN FEE-ALL OTHER	60.00	60.00	60.00	-
PLUMB - BACKFLOW DEVICE	5.00	5.00	5.00	-
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00	6.00	-
PLUMB - WATER SERVICE PIPING	10.00	10.00	10.00	-
PLUMB - STORMWATER	250.00	250.00	250.00	-
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00	10.00	-
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00	30.00	-
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00	60.00	-
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00	30.00	-
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50	0.50	-
PLUMB - SEWER PER HOUSE	10.00	10.00	10.00	-
PLUMB - EACH FIXTURE	5.00	5.00	5.00	-
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00	5.00	-
PLUMB - METER RESET	10.00	10.00	10.00	-
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00	10.00	-
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00	5.00	-
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00	2.00	-

BUILDING PERMIT RE-INSPECTION FEES

RE-INSPECTION FEE-FIRST	30.00	30.00	30.00	-
RE-INSPECTION FEE-SECOND	45.00	45.00	45.00	-
RE-INSPECTION FEE-THIRD	60.00	60.00	60.00	-
RE-INSPECTION-FOURTH&ADDL	100.00	100.00	100.00	-

PUBLIC WORKS RE-INSPECTION FEES

RE-INSPECTION FEE-FIRST	-	-	30.00	30.00
RE-INSPECTION FEE-SECOND	-	-	45.00	45.00
RE-INSPECTION FEE-THIRD	-	-	60.00	60.00
RE-INSPECTION-FOURTH&ADDL	-	-	100.00	100.00

WASTEWATER TAP FEES

WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00	50.00	-
---	-------	-------	-------	---

WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL
 WW TAP-CAT.3 DEEP > 4' LATERAL
 WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE

Cost + 5% Cost + 5% Cost + 5%
 Cost + 5% Cost + 5% Cost + 5%
 Cost + 5% Cost + 5% Cost + 5%

WATER TAP FEES

WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%	Cost + 5%
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%	Cost + 5%
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%	Cost + 5%
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%	Cost + 5%
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%	Cost + 5%
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%	Cost + 5%

WATER METER SET FEES

WATER METER SET - 3/4" (IN)	500.00	500.00	500.00	-
WATER METER SET - 1" (IN)	625.00	625.00	625.00	-
WATER METER SET - 1 1/2" (IN)	1,050.00	1,050.00	1,050.00	-
WATER METER SET - 2" (IN)	1,450.00	1,450.00	1,450.00	-
WATER METER SET - 3" (IN)	2,300.00	2,300.00	2,300.00	-
WATER METER SET - 4" (IN)	3,600.00	3,600.00	3,600.00	-
WATER METER SET - 3/4" (OUT)	625.00	625.00	625.00	-
WATER METER SET - 1" (OUT)	781.25	781.25	781.25	-
WATER METER SET - 1 1/2" (OUT)	1,312.50	1,312.50	1,312.50	-
WATER METER SET - 2" (OUT)	1,812.50	1,812.50	1,812.50	-
WATER METER SET - 3" (OUT)	2,875.00	2,875.00	2,875.00	-
WATER METER SET - 4" (OUT)	4,500.00	4,500.00	4,500.00	-

MISC. PERMIT FEES

DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00	50.00	-
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00	50.00	-
GARAGE SALE PERMIT	5.00	5.00	5.00	-
MOBILE HOME PERMIT (Set-up)	250.00	250.00	250.00	-
MOVING PERMIT (HOUSE MOVING)	200.00	200.00	200.00	-
ROOF - NEW OR REPLACEMENT	50.00	50.00	50.00	-
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE FOOT	2.00	2.00	2.00	-
TREE REMOVAL PERMIT, FIRST TREE	30.00	30.00	30.00	-
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	5.00	5.00	5.00	-
COMMERCIAL STOCKING PERMIT	100.00	100.00	100.00	-

GAS PERMIT FEES

GAS - PER OUTLET (1-4)	2.00	2.00	2.00	-
GAS - PERMIT RESIDENTIAL	30.00	30.00	30.00	-
GAS - PERMIT COMMERCIAL	60.00	60.00	60.00	-
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50	3.50	-

MECHANICAL PERMIT FEES

MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00	30.00	-
MECHANICAL-ALL OTHER	60.00	60.00	60.00	-
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00	5.00	-
DUCTWORK ONLY	Valuation	Valuation	Valuation	
MECH - 0 - 3 TONS	65.00	65.00	65.00	-
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00	65.00	-
MECH - 3+ - 10 TONS PER TON	11.00	11.00	11.00	-
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00	142.00	-
MECH - 10+ - 25 TONS PER TON	9.00	9.00	9.00	-
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00	277.00	-
MECH - 25+ - 50 TONS, PER TON	5.50	5.50	5.50	-
MECH - 50+ TONS, INITIAL FEE	414.00	414.00	414.00	-
MECH - 50+ TONS PER TON	4.50	4.50	4.50	-

SIGN PERMIT FEES

SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00	10.00	-
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25	0.25	-
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00	25.00	-
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25	0.25	-

MISC. BUILDING & ZONING FEES

BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL SHED	50.00	50.00	50.00	-
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00	50.00	-
BUSINESS USE OF FOOD TRUCK	5.00/Day	5.00/Day	5.00/Day	
FOOD TRUCK ANNUAL PERMIT	125.00/Year	125.00/Year	125.00/Year	
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A	N/A	
BASE FEE (PER EVENT)	200.00	200.00	200.00	-
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event	Based on Event	
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A	N/A	

SMALL EVENT	50.00	50.00	50.00	-
LARGE EVENT	150.00	150.00	150.00	-
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event	Based on Event	
TEMPORARY COMMERCIAL SIGNAGE	-	-	-	-
TENT PERMIT - SPECIAL USE	50.00	50.00	50.00	-
TENT SALE FOR ESTABLISHED BUS	50.00	50.00	50.00	-
LOW VOLTAGE SYSTEM LABEL	55.00	55.00	55.00	-
METER RESET FEE	10.00	10.00	10.00	-
SIDEWALK PER LINEAR FT	13.00	13.00	13.00	-
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00	25.00	-
TEMPORARY SIGN-PER DAY	1.00	1.00	1.00	-
ANNUAL SIGN RENEWAL FEE	-	-	25% OF ORIGINAL PERMIT FEE	

PASS-THROUGH FEES**(ACTUAL CONSULTANT COSTS AS APPLICABLE)**

LEGAL NOTICES	Actual Cost	Actual Cost	Actual Cost	
ADVERTISING	Actual Cost	Actual Cost	Actual Cost	
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost	Actual Cost	
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	Actual Cost	
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	Actual Cost	
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	Actual Cost	

CITY CLERK

MISCELLANEOUS CHARGES FOR COPIES				
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.00	0.00	0.15	0.15
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.00	0.00	0.20	0.20
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.00	0.00	0.50	0.50
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.00	0.00	0.75	0.75
LARGER SIZE COPIES	0.00	0.00	Actual Cost	
DUPLICATION				
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	0.00	0.00	\$1.00 Per Page	
DUPLCATE AUDIO TAPE	0.00	0.00	1.48	1.48
DUPLICATE CD OF DVD	0.00	0.00	0.32	0.32
FACSIMILE TRANSMISSION - PER FAXED PAGE	0.00	0.00	1.00	1.00

NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND PACKING IF NECESSARY

§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

UTILITY DEPOSITS RATES**CURRENT WATER/SEWER DEPOSIT (PER UNIT) - TO BE PHASED OUT ONCE CREDIT SCORE BASED VERIFICATION GOES INTO EFFECT.**

PROPERTY OWER - TRASH INCLUDED	224.02	230.74	-	(230.74)
NON-PROPERTY OWNER - TRASH INCLUDED	324.02	333.74	-	(333.74)
PROPERTY OWNER - TRASH NOT INCLUDED	175.00	180.25	-	(180.25)
NON-PROPERTY OWNER - TRASH NOT INCLUDED	275.00	283.25	-	(283.25)

RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER:**GREEN**

WATER	-	-	50.00	50.00
SEWER	-	-	50.00	50.00
SOLID WASTE	-	-	50.00	50.00

YELLOW

WATER	-	-	75.00	75.00
SEWER	-	-	75.00	75.00
SOLID WASTE	-	-	75.00	75.00

RED

WATER	-	-	100.00	100.00
SEWER	-	-	100.00	100.00
SOLID WASTE	-	-	100.00	100.00

DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:

GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.

YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.

RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK. IF CUSTOMER DOES NOT WANT THE UTILITY CREDIT CHECK COMPLETE, THEY WOULD BE CHARGED THE HIGHEST AMOUNT FOR THEIR DEPOSIT.

NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE RETURNED CHECKS WITHIN A 12 MONTH PERIOD, OR INSUFFICIENT UTILITY CREDIT SCORE, THE CITY WILL REQUIRE A DEPOSIT(S) AS OUTLINED ABOVE.

WATER/SEWER UTILITY RATES

WATER

WTR-INSIDE CITY-0-2,000 GALLONS	14.43	14.86	15.31	0.45
WTR-INSIDE CITY-2,001-15,000 GALLONS	6.82	7.02	7.23	0.21
WTR-INSIDE CITY- > 15,000 GALLONS	8.18	8.43	8.68	0.25

WTR-OUTSIDE CITY-0-2,000 GALLONS	18.05	18.59	19.15	0.56
WTR-OUTSIDE CITY-2,001-15,000 GALLONS	8.51	8.77	9.03	0.26
WTR-INSIDE CITY- > 15,000 GALLONS	10.23	10.54	10.86	0.32

SEWER

SWR-INSIDE CITY-0-2,000 GALLONS	16.59	17.09	17.60	0.51
SWR-INSIDE CITY- > 2,000 GALLONS	7.84	8.08	8.32	0.24

SWR-OUTSIDE CITY-0-2,000 GALLONS	20.74	21.36	22.00	0.64
SWR-OUTSIDE CITY- > 2,000 GALLONS	9.78	10.07	10.37	0.30
SWR-OUTSIDE CITY- > SURCHARGE COMMERCIAL	1.29	1.33	1.37	0.04

FIRE LINE SPRINKLERS

1" FIRE LINE SPRINKLER - INSIDE CITY	1.85	1.91	1.97	0.06
2" FIRE LINE SPRINKLER - INSIDE CITY	3.68	3.79	3.90	0.11
4" FIRE LINE SPRINKLER - INSIDE CITY	7.35	7.57	7.80	0.23
6" FIRE LINE SPRINKLER - INSIDE CITY	14.70	15.14	15.59	0.45
8" FIRE LINE SPRINKLER - INSIDE CITY	29.41	30.29	31.20	0.91
10" FIRE LINE SPRINKLER - INSIDE CITY	58.79	60.55	62.37	1.82
12" FIRE LINE SPRINKLER - INSIDE CITY	117.57	121.10	124.73	3.63

1" FIRE LINE SPRINKLER - OUTSIDE CITY	2.31	2.38	2.45	0.07
2" FIRE LINE SPRINKLER - OUTSIDE CITY	4.60	4.74	4.88	0.14
4" FIRE LINE SPRINKLER - OUTSIDE CITY	9.21	9.49	9.77	0.28
6" FIRE LINE SPRINKLER - OUTSIDE CITY	18.38	18.93	19.50	0.57
8" FIRE LINE SPRINKLER - OUTSIDE CITY	36.75	37.85	38.99	1.14

RENEWAL/REPLACEMENT

RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00	3.00	-
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00	3.00	-

RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75	3.75	-
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75	3.75	-

MISC./REPLACEMENT FEES

ADMINISTRATIVE FEES	11.95	11.95	25.00	13.05
NEW ACCOUNT FEE	-	-	25.00	25.00
POOL FILL CHECK READING(S)	10.00	10.00	10.00	-
SUSPENDED ACCOUNT FEE	10.00	10.00	10.00	-
SUSPENDED ACCOUNT FEE - REACTIVATION	10.00	10.00	10.00	-
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	-	-	100.00	100.00
TEMPORARY TURN-ON	20.00	20.00	25.00	5.00
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
BROKEN HARD LOCK	10.00	10.00	35.00	25.00
BROKEN SOFT LOCK	5.00	5.00	30.00	25.00
BROKEN MASTER LOCK	20.00	20.00	45.00	25.00
METER BENCH TEST	75.00	75.00	75.00	-
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00	35.00	-
DELINQUENT ACCOUNT FEE	25.00	25.00	25.00	-

LATE PAYMENT PENALTY

(APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)

COLLECTION AGENCY PERCENTAGE

METER COUPLING 3/4"

BALL VALVE 1"

BALL VALVE 3/4"

LABOR CHARGE PER HOUR

METER BOX

METER CHECK AT LOCATION

OVERTIME CHARGE

PULLED/SET METER

RADIO READ HEAD

METER COUPLING 1"

METER RISER 7"

METER RISER 9"

REUSE WATER (RIVIERA GOLF COURSE ONLY)

RETURNED CHECK CHARGE - CHECKS UP TO \$50.00

RETURNED CHECK CHARGE - CHECKS \$50.01 - \$300.00

RETURNED CHECK CHARGE - CHECKS \$300.01 - \$800.00

RETURNED CHECK CHARGE - CHECKS > \$800.00

BOOT DAMAGED, STOLEN

HYDRANT RENTAL -

METER DEPOSIT

MONTHLY USAGE RATES:

WTR 0-2,000 GALLONS

WTR 2,001-15,000 GALLONS

WTR > 15,000 GALLONS

LOST METER (ASSUMED GALLONS PER DAY)

15%	15%	15%	-
35%	35%	35%	-
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
N\A	N\A	N\A	
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
15.00	15.00	15.00	-
52.00	52.00	52.00	-
Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.	
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
Actual Cost+Labor	Actual Cost+Labor	Actual Cost+Labor	
300.00	300.00	300.00	-
25.00	25.00	25.00	-
30.00	30.00	30.00	-
40.00	40.00	40.00	-
5% of Face Amt.	5% of Face Amt.	5% of Face Amt.	
26.00	26.00	26.00	-
1,700.00	1,700.00	1,700.00	-
14.43	14.86	15.31	0.45
6.82	7.02	7.23	0.21
8.18	8.43	8.68	0.25
500GL/DAY	500GL/DAY	500GL/DAY	

ADDITIONAL POSTAGE

ANY ADDITIONAL POSTAGE CHARGES INCURRED BY THE CITY (FOR INTERNATIONAL MAILING OF UTILITY BILLS, RETURNED MAIL, ETC.) WILL BE BILLED TO THE CUSTOMER ACCOUNT.

SOLID WASTE COLLECTION**RESIDENTIAL**

RESIDENTIAL TOLER	24.51	23.01	23.01	-
RESIDENTIAL TOLER DEPOSIT	49.02	46.02	-	(46.02)
EXTRA RESIDENTIAL TOLER	8.64	8.64	8.90	0.26
EXTRA RESIDENTIAL TOLER DEPOSIT	30.96	30.96	30.00	(0.96)
BULK RATE PER CUBIC YARD	8.05	8.05	8.30	0.25

COMMERCIAL**Commercial Containers**

2 YARD	PU/WK				
	1	79.92	79.92	79.92	-
	2	159.84	159.84	159.84	-
	3	239.76	239.76	239.76	-
	4	319.68	319.68	319.68	-
	5	399.60	399.60	399.60	-
	6	479.52	479.52	479.52	-
	XPU	19.98	19.98	19.98	-
4 YARD	1	159.84	159.84	159.84	-
	2	319.68	319.68	319.68	-
	3	479.52	479.52	479.52	-
	4	639.36	639.36	639.36	-
	5	799.20	799.20	799.20	-
	6	959.04	959.04	959.04	-
	XPU	39.96	39.96	39.96	-
6 YARD	1	239.76	239.76	239.76	-
	2	479.52	479.52	479.52	-
	3	719.28	719.28	719.28	-
	4	959.04	959.04	959.04	-
	5	1,198.80	1,198.80	1,198.80	-
	6	1,438.56	1,438.56	1,438.56	-
	XPU	59.94	59.94	59.94	-
8 YARD	1	319.68	319.68	319.68	-
	2	639.36	639.36	639.36	-
	3	959.04	959.04	959.04	-
	4	1,278.72	1,278.72	1,278.72	-
	5	1,598.40	1,598.40	1,598.40	-
	6	1,918.08	1,918.08	1,918.08	-
	XPU	79.92	79.92	79.92	-
T96 CARTS	2	34.39	34.39	34.39	-

Commercial Containers - Deposit		(2 x Usage)	(2 x Usage)	(2 x Usage)	
2 YARD	1	159.84	159.84	159.84	-
	2	319.68	319.68	319.68	-
	3	479.52	479.52	479.52	-
	4	639.36	639.36	639.36	-
	5	799.20	799.20	799.20	-
	6	959.04	959.04	959.04	-
4 YARD	1	319.68	319.68	319.68	-
	2	639.36	639.36	639.36	-
	3	959.04	959.04	959.04	-
	4	1,278.72	1,278.72	1,278.72	-
	5	1,598.40	1,598.40	1,598.40	-
	6	1,918.08	1,918.08	1,918.08	-
6 YARD	1	479.52	479.52	479.52	-
	2	959.04	959.04	959.04	-
	3	1,438.56	1,438.56	1,438.56	-
	4	1,918.08	1,918.08	1,918.08	-
	5	2,397.60	2,397.60	2,397.60	-
	6	2,877.12	2,877.12	2,877.12	-
8 YARD	1	639.36	639.36	639.36	-
	2	1,278.72	1,278.72	1,278.72	-
	3	1,918.08	1,918.08	1,918.08	-
	4	2,557.44	2,557.44	2,557.44	-
	5	3,196.80	3,196.80	3,196.80	-
	6	3,836.16	3,836.16	3,836.16	-
T96 CARTS	2	68.78	68.78	75.00	6.22
ROLL-OFF RESIDENTIAL/COMMERICAL (PER PULL)					
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	258.19	-
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	258.19	-
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	258.19	-
DISPOSAL COST	Actual	Actual	Actual	Actual	
DISPOSAL COST - GREEN	Actual	Actual	Actual	Actual	
DISPOSAL COST - C&D	Actual	Actual	Actual	Actual	
DISPOSAL COST - MIXED DEBRIS	Actual	Actual	Actual	Actual	
ROLL-OFF RESIDENTIAL/COMMERCIAL - DEPOSIT					
20 YARD		516.38	516.38	516.38	-
30 YARD		516.38	516.38	516.38	-
40 YARD		516.38	516.38	516.38	-
MISC COMMERCIAL CONTAINER CHARGES					
CASTER/WHEELS		10.00	10.00	10.00	-
LOCKING LID		15.05	15.05	15.05	-
20YD TRASH COMPACTOR		516.38	516.38	516.38	-
30YD TRASH COMPACTOR		516.38	516.38	516.38	-
40YD TRASH COMPACTOR		516.38	516.38	516.38	-
RESET DUMPSTER		68.49	68.49	68.49	-

STORMWATER

STORMWATER UTILITY FEE

CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS (\$8.00) PER MONTH. THIS EQUATES TO \$96.00 ANNUALLY FOR SINGLE FAMILY HOMES

POLICE FEES

MISC.

REPORTS	1.00	1.00	1.00	-
FINGERPRINTS	5.00	5.00	5.00	-
DVD	1.00	1.00	1.00	-
VEHICLE EQUIPMENT CHECK	4.00	4.00	4.00	-
GOLF CART REGISTRATION	25.00	25.00	25.00	-
SPECIAL MASTER	250.00	250.00	250.00	-
SPECIAL MASTER (PER DAY)	500.00	500.00	500.00	-
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00	5,000.00	-
CODE FINE (CLASS I)	50.00	50.00	50.00	-
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00	100.00	-
CODE FINE (CLASS II)	100.00	100.00	100.00	-

CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00	200.00	-
CODE FINE (CLASS III)	250.00	250.00	250.00	-
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00	500.00	-
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00	50.00	50.00	-
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00	75.00	75.00	-
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00	100.00	-
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00	25.00	-
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00	25.00	-

ANIMAL CONTROL

EUTHANASIA REQUEST BY OWNER	100.00	100.00	100.00	-
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00	20.00	-
DEAD ANIMAL REMOVAL - PRIVATE PROERTY	30.00	30.00	30.00	-
NEUTERED MALE DOG - EACH	5.00	5.00	5.00	-
NEUTERED MALE CAT - EACH	5.00	5.00	5.00	-
SPAYED FEMALE DOG - EACH	5.00	5.00	5.00	-
SPAYED FEMALE CAT - EACH	5.00	5.00	5.00	-
UNALTERED PERMIT - EACH	25.00	25.00	25.00	-

FIRE PROTECTION FEES**FALSE ALARMS**

FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	100.00	100.00	100.00	-
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	100.00	100.00	100.00	-
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00	100.00	-
LIFT ASSIST FEE	300.00	300.00	300.00	-

GENERAL GOVERNMENT

LIEN SEARCH	20.00	20.00	25.00	5.00
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%	Actual cost + 35%	
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule	FEMA Rate Schedule	FEMA Rate Schedule	
MATERIAL - PURCHASED BY CITY	Actual Cost	Actual Cost	Actual Cost	

NOTE: LIEN REDUCTIONS/MODIFICATIONS

Pursuant to Section XX-XXXX the city manager or his/her designee may reduce any fine impose however, said reduction shall not be less than the costs and expenses incurred by the city. Only the city manager may reduce any fine imposed pursuant to this article less than the costs and expenses incurred by the city plus a 10% administrative fee. Only the City Commission may reduce said fees below the cost and expenses incurred by the City.

PARKS & RECREATION**FACILITY/FIELD RENTALS****SICA HALL**

SICA HALL (BASE RATE INCLUDES 2 HOURS)	50.00	50.00	50.00	-
SICA HALL (PER EACH ADDITIONAL HOUR)	25.00	25.00	25.00	-
SICA HALL DEPOSIT	100.00	100.00	100.00	-
SET-UP/BREAKDOWN (PER USE)	25.00	25.00	25.00	-
CLEAN UP (NO REFUND OF DEPOSIT)				

CLUBHOUSE

CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	20.00	20.00	20.00	-
CLUB HOUSE (EACH ADDITIONAL HOUR)	10.00	10.00	10.00	-
CLUB HOUSE DEPOSIT	50.00	50.00	50.00	-
CLEAN UP (NO REFUND OF DEPOSIT)				

CENTENNIAL PARK

LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	24.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	8.00	-
LARGE PAVILION DEPOSIT	50.00	50.00	50.00	-

HOLLYLAND PARK

CONCESSION STAND (PER HOUR-MIN. 2 HOURS)	50.00	50.00	50.00	-
CONCESSION STAND DEPOSIT	50.00	50.00	50.00	-
PAVILION A (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	24.00	-
PAVILION A (EACH ADDITIONAL HOUR)	8.00	8.00	8.00	-
PAVILION A DEPOSIT	50.00	50.00	50.00	-
PAVILION B (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	24.00	-
PAVILION B (EACH ADDITIONAL HOUR)	8.00	8.00	8.00	-
PAVILION B DEPOSIT	50.00	50.00	50.00	-
GAZEBO (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	24.00	-
GAZEBO (EACH ADDITIONAL HOUR)	8.00	8.00	8.00	-
GAZEBO DEPOSIT	50.00	50.00	50.00	-

HOLLYLAND PARK – BALL FIELDS

FIELD PERMIT:				
DEPOSIT	50.00	50.00	50.00	-
WITHOUT LIGHTS (MINIMUM 2 HOURS)	10.00	10.00	10.00	-

WITH LIGHTS (MINIMUM 2 HOURS)	15.00	15.00	15.00	-
MARKED FIELD (PER STAFF HOUR)	25.00	25.00	25.00	-
FIELD DRAGGED (PER STAFF HOUR)	25.00	25.00	25.00	-
SUNRISE PARK				
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	24.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	8.00	-
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	24.00	24.00	24.00	-
SMALL PAVILION (EACH ADDITIONAL HOUR)	8.00	8.00	8.00	-
GAZEBO (BASE RATE 1 HOUR)	8.00	8.00	8.00	-
ROSS POINT PARK				
BASE RATE INCLUDES 3 HOURS	150.00	150.00	150.00	-
EACH ADDITIONAL HOUR	50.00	50.00	50.00	-
DEPOSIT	50.00	50.00	50.00	-
RIVERSIDE PARK				
BASE RATE INCLUDES 3 HOURS	150.00	150.00	150.00	-
EACH ADDITIONAL HOUR	50.00	50.00	50.00	-
DEPOSIT	50.00	50.00	50.00	-



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: September 10, 2018
FROM: John McKinney
SUBJECT: **FIRST READING - Ordinance 3009 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing the Existing Chapter 70, "Utilities", Article IV Water System, Section 70-124 of the City of Holly Hill and Replacing it with a New Section, Chapter 70, "Utilities", Article II Administration Section 70-30; Amending Chapter 70, "Utilities", Article V Sewers and Sewage Disposal Section 70-281 and Create a New Section Chapter 70, "Utilities", Article II Administration Section 70-35; Providing for Legislative Findings and Intent; Repealing All Ordinances in Conflict Herewith; and Providing for Scrivener's Errors, Conflicts Severability; and Providing for an Effective Date.**

NUMBER: (ID # 2186)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill is repealing within the Code of Ordinance Chapter 70 "Utilities" Section 70-124 in its entirety and restating as Section 70-30, adding Section 70-35 and amending Section 70-281. This repealing, restating and amending by the City Commission shall clarify the deposit requirements of the Utility System and requiring these to be set by resolution and allowing for the City to place liens on unpaid fees.

The Ordinance would be an amendment to Chapter 70 "Utilities" repealing of 70-124 in its entirety and replacing it with Section 70-30. The addition of Section 70-35 and restating of Section 70-281.

GUIDING LAWS AND POLICIES

Chapter 70 Utilities Article III

- Section 70-124 Deposit

Chapter 70 Utilities Article V

- Section 70-281 Deposit

Resolution 2017-R-52 Fee Schedule

This amendment clarifies the deposit requirements of the Utility System and requiring these to be set by resolution and allowing for the City to place liens on unpaid fees. Maintaining of deposits by resolution and allowing of staff to place liens on property for unpaid fees allows for easy change with changing conditions that require modification.

FISCAL ANALYSIS:

There would be no cost to implement the deposit changes to the city, however there is a cost to file a lien with the clerk of court that would be recouped when the liens are satisfied.

STAFF RECOMMENDATION:

That the City Commission approve the first reading of Ordinance 3009, as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE FIRST READING OF ORDINANCE 3009, REPEALING THE EXISTING CHAPTER 70 “UTILITIES” ARTICLE IV SECTION 70-124 “DEPOSIT” OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW ARTICLE II SECTION 70-30 “DEPOSITS”; AMENDING ARTICLE V SECTION 70-281 “DEPOSIT” AND CREATION OF ARTICLE II SECTION 70-35 “UNPAID FEES TO CONSTITUTE LIEN” OF THE CITY OF HOLLY HILL.

Ordinance No. (ID # 2186)

FIRST READING - ORDINANCE 3009 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 70, "UTILITIES", ARTICLE IV WATER SYSTEM, SECTION 70-124 OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW SECTION, CHAPTER 70, "UTILITIES", ARTICLE II ADMINISTRATION SECTION 70-30; AMENDING CHAPTER 70, "UTILITIES", ARTICLE V SEWERS AND SEWAGE DISPOSAL SECTION 70-281 AND CREATE A NEW SECTION CHAPTER 70, "UTILITIES", ARTICLE II ADMINISTRATION SECTION 70-35; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 3009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE IV WATER SYSTEM SECTION 70-124 OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW SECTION CHAPTER 70 "UTILITIES" ARTICLE II ADMINISTRATION SECTION 70-30; AMENDING CHAPTER 70 "UTILITIES" ARTICLE V SEWERS AND SEWAGE DISPOSAL SECTION 70-281 AND CREATE A NEW SECTION CHAPTER 70 "UTILITIES" ARTICLE II ADMINISTRATION SECTION 70-35; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill deems it in the best interest of the City of Holly Hill to revise its purchasing procedures by the repeal of its current Chapter 70 "Utilities" Section 70-124, of the City's Utilities Code, and replacing it with a new Chapter 70 "Utilities" Section 70-30, of the City's Finance Code, Amending Chapter 70 "Utilities" Section 70-281 and Adding Chapter 70 "Utilities" Section 70-35; and

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City

of Holly Hill Utilities Code; and

WHEREAS, by providing for provisions that the Deposits be adopted by resolution that this allows the fee schedule to be dynamic and allows for easy change when changing conditions require modification to the fee schedule resolution; and

WHEREAS, the revised Chapter 70, "Utilities", includes adopted reference that the Deposits for Utilities will be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees responsible to the city commission; and

WHEREAS, the City Commission of the City of Holly Hill, Florida finds that the revised Chapter 70, "Utilities" maintains a sound and sustainable financial plan for the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Legislative Findings and Intent. Chapter 70, "Utilities", of the City's Code of Ordinances, is hereby amended by repealing the existing Chapter 70 Sections 70-124 in its entirety and replacing it with Section 70-30, amending Section 70-281 and the addition of Section 70-35 to read as follows:

Sec. 70-30 Deposits

(a) The owner of each property receiving utility services provided by the city, regardless of whether the residence or building on the property is being occupied by the owner and regardless of the date or means by which the owner came into ownership of the residence, shall be absolutely responsible for the payment of all fees, rates or charges relating to utilities and services provided for the property, unless the city has contracted with the owner's tenant at the owner's request. If the owner of the property so desires, the city will enter into a contract with the owner's tenant whereby the tenant will be solely responsible to pay charges for base water, sewer, solid waste, stormwater, and reclaimed water as well as charges for water, sewer and reclaimed water consumption. If the city enters into a contract with the owner's tenant the account will revert back to the property owner once the tenant or city terminates the tenant's account. In this event, the property owner will then be solely and absolutely responsible for the payment of all fees, rates or charges relating to utilities and services provided for the property including charges for base water, sewer, solid waste, stormwater, and reclaimed water as well as water, sewer and reclaimed water consumption, until such time as a new tenant establishes an account.

(b) Prior to initiating utility service, the city shall, except as otherwise provided herein, require a deposit from all utility service customers. Application for service and payment of the

deposit shall constitute an agreement that the deposit is advance payment for future utility service which may be applied as otherwise provided in this section. The city shall require a deposit satisfactory to secure the payment of bills as they may mature. Owners of multiple properties shall be required to pay a deposit for each property receiving services. A new account cannot be opened by a residential tenant unless the property owner has an active business tax receipt. The required deposit shall be set forth by resolution of the city commission.

(c) Such deposit shall be held by the City in a non-interest-bearing reserve account.

(d) The state and its departments and agencies, the county and its departments and agencies, and all other governmental entities are hereby exempt and shall not be required to post water and sewer security deposits in order to obtain such services from the city.

(e) Persons maintaining security deposits shall be entitled to transfer the deposits from existing accounts to new accounts of the same type, providing the following conditions are met:

(1) The existing account has been in existence for two or more years.

(2) The existing account balance must be paid and the customers master record must be brought current.

(3) Customers shall be allowed to transfer existing deposits without increasing the deposit to the current deposit requirement as long as the customer has not been charged a late penalty three times during the 12 previous months prior to the request.

(f) Owners or operators of rental property may deposit security for the purpose of maintaining an open account when the account of a tenant is otherwise closed. Such an owner or operator of rental property may deposit the sum established by resolution of the city commission per unit. In addition thereto, a fee established by resolution of the city commission shall be charged to activate the account when such owner or operator requests that services be turned on, turned off, or suspended. The owner or operator shall pay the standard and customary water, sewer, solid waste and stormwater charges when such services are provided pursuant to the owner or operator account.

(g) Upon written request, a residential customer, provided they are the property owner, may request that a deposit refund in the amount of the utility deposit be given after two continuous years provided that they have not had a delinquent payment or service shutoff, shall be returned the deposit by the city. Refunds are only eligible to properties with a homestead exemption.

(h) Tenant customers are not permitted to receive a deposit refund until their account is terminated. The deposit amount shall be applied to the final bill.

(i) In the event a utility customer whose deposit has been returned is delinquent in a utility payment three times during a 12-month period or if utility service is disconnected for non-payment, customer shall be required to pay an additional deposit equal to the current amount. The deposit shall be added to the next utility bill.

(j) Utility deposits for final (closed) accounts shall be returned within 30 days after final payment has posted.

Sec. 70-35 - Unpaid fees to constitute lien.

The city may place liens on properties for all unpaid utility bills, including consumption when the account is in the owner's name. For purposes of this section, the term "base bill" means charges for adopted minimum water, sewer, reclaimed water, solid waste, recycling and stormwater and will include utility tax.

If the fees, rates or charges for the utilities and services provided for the property are not paid as and when due, any unpaid balance with interest, as established in the fee resolution, from the due date may be placed as a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge shall not be paid as and when due and shall be in default for 30 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for the foreclosure of mortgages on real property.

~~Sec. 70-124.—Deposit.~~

- ~~(a) All persons initially obtaining utility services from the city shall be required to deposit the security set forth by resolution of the city commission. Such security deposit shall be based upon a six-month average and will be equal to a two-month billing for all units, or an amount per unit established by resolution, whichever is greater.~~
- ~~(b) For commercial users such as laundries, bottling companies, etc., having meters in excess of one inch, the security deposit shall be an amount equal to twice the estimated average monthly bill.~~
- ~~(c) Deposits made prior to April 24, 1984, shall not be increased unless service is terminated and in that event, the security deposit, prior to reinstatement, shall be increased to the amount stated above.~~
- ~~(d) Security deposits required under this section shall bear simple interest at an annual rate equal to the average annual rate of interest earned by the state board of administration for the most recent 12 months ending September 30. The interest shall be calculated as simple interest and there will be no daily pro-rating of interest. During the October billing cycles the interest that has accrued through the end of September will be applied to customer accounts in the form of a credit against the billing. When a customer account is finalized prior to October billing and the security deposit is refunded, all calculated interest on the account, as provided above, shall be applied as a reduction on the final bill of the respective utility account.~~
- ~~(e) The state and its departments and agencies, the county and its departments and agencies, and all other governmental entities are hereby exempt and shall not be required to post water and sewer security deposits in order to obtain such services from the city.~~
- ~~(f) Persons maintaining security deposits shall be entitled to transfer the deposits from existing accounts to new accounts of the same type, providing the following conditions are met:~~
 - ~~(1) The existing account has been in existence for two or more years.~~
 - ~~(2) The existing account balance must be paid and the customers master record must be brought current.~~

- ~~(3) Such transferred deposits shall bear interest as provided hereunder.~~
- ~~(4) Customers shall be allowed to transfer existing deposits without increasing the deposit to the current deposit requirement as long as the customer has not been charged a late penalty three times during the 12 previous months prior to the request.~~
- ~~(g) Owners or operators of rental property may deposit security for the purpose of maintaining an open account when the account of a tenant is otherwise closed. Such an owner or operator of rental property may deposit the sum established by resolution of the city commission per unit or an estimated amount equal to two months average billing based upon a six month average, whichever is the greater amount. In addition thereto, a fee established by resolution of the city commission shall be charged to activate the account when such owner or operator requests that services be turned on, turned off, or suspended. The owner or operator shall pay the standard and customary water, sewer, trash and stormwater charges when such services are provided pursuant to the owner or operator account.~~
- ~~(h) Residential utility customers on individual meters who have been continuous customers for at least three years and have not had a delinquent payment in three continuous years, shall be returned the deposit plus all accrued interest upon written request on a form to be provided by the city. Refunds are only eligible to properties with a homestead exemption.~~

~~In the event of death of the individual depositor, the deposit shall be returned to a qualified representative of the depositor. Tenant customers are not permitted to receive a deposit refund until their account is terminated. The deposit amount shall be applied to the final bill. Final charges will be deducted from any deposit on file and any remaining deposit balance shall be refunded or overages billed to the customer.~~

~~In the event a utility customer whose deposit has been returned is delinquent in a utility payment three times during a 12-month period or if utility service is disconnected for non-payment, said customer shall be required to pay an additional deposit equal to the current amount. The deposit shall be added to the next utility bill and utility service shall be disconnected in the event the deposit is not paid.~~

~~(i) New accounts.~~

- ~~(1) It shall be the responsibility of the property owner to pay bills monthly when bills are generated on inactive accounts.~~
- ~~(2) It shall be the responsibility of the property owner to pay all outstanding balances owed by the owner to the city before an owner or new tenant shall be allowed to open a new service.~~
- ~~(3) This shall apply to all properties owned by the same owner.~~
- ~~(4) All outstanding balances owed by the same owner shall be paid in full before any new account will be opened.~~
- ~~(5) A new account cannot be opened by a residential tenant unless the property owner has an active business tax receipt.~~

Sec. 70-281. - Deposit.

The owner, tenant or occupant of each lot or parcel of land within the city, who is obligated to pay the sewer service charges shall, within 30 days after such sewer service shall become

available, make a minimum deposit with the city of an amount equal to the minimum ~~water~~ deposit provided in section ~~70-124~~ 70-30; provided, however, this sewer deposit shall not be required where water deposits have been made prior to March 17, 1964. Such water or sewer deposit will ensure the payment of such sewer service charges as the same become due and payable, and such water or sewer deposit shall be subject to application by the city to the payment of such sewer service charges if and when delinquent. If such deposit shall not be made, the city shall discontinue furnishing water to such premises and shall disconnect the same from the waterworks system of the city, or if such premises shall be supplied with water by any plant or system other than the waterworks system of the city, the city shall cause the supplying of water thereto to be discontinued if permitted or provided for by contract or agreement between the city and the supplier of such water.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend and restate Chapter 70 “Utilities”.

SECTION 3. Codification. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Holly Hill. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 4. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Ordinances or parts of Ordinances, insofar as they are inconsistent or in conflict with the provisions of this Ordinances, are hereby repealed to the extent of any conflict.

SECTION 6. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED AND AUTHENTICATED on this 10th day of SEPTEMBER,
2018 for first reading.**