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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, March 28, 2017
6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

- 1. Recognition of out-going Mayor Deborah Schechner**
- 2. Approval of Resolution 2017-03, providing for acceptance of the votes cast in the Municipal Election held on March 14, 2017**
- 3. Installation and Oath of Office**
 - a. Alan Johnson/Mayor**
 - b. Rick Falkenstein/Commissioner, District 2**
 - c. Melinda Pletcher/Commissioner, District 4**
- 4. Election of Vice Mayor**
- 5. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
- 6. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

- 7. Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

8. Consent

- a. Approval of minutes from the City Commission meeting of February 28, 2017.**
- b. Authorization to approve special event application and street closure for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 16, 2017**
- c. Authorization to approve special event application and street closures for the 27th Annual Beach Goes Pops Event scheduled for April 28-29, 2017. Closures would be 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf Way from 8th Ave to 11th Ave from April 27th at midnight to April 29th at midnight**
- d. Authorize the City Manager to enter into an agreement with BayCare Life Management, Inc.**
- e. Authorize the City Manager to approve change order 15 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$5,208.80.**
- f. Authorize the City Manager to execute a change order to the existing agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$10,329 for renovations to the Warren Webster Building.**

9. Action Items

- a. Approval of a three year collective bargaining agreement with the International Association of Firefighters, Local 4966 with an effective date of October 1, 2016.**
- b. Authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$59,150 to provide general engineering services in support of the three ongoing Wastewater System Repair contracts.**
- c. Appointments to Outside Agencies and Organizations**
- d. Legal Review of City Charter Provisions Relating to the City Clerk**

10. Ordinances

- a. Ordinance 2017-05, First Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Florida providing for amendments to Appendix A of the Code of**

Ordinances; amending wastewater connection fees; providing for the repeal of ordinances or parts of ordinances in conflict herewith; providing for severability, construction, publication and an effective date.

11. Resolutions – no items submitted at this time.

12. Items for Discussion

a. Appointments to Advisory Boards and Committees

13. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

14. City Clerk, City Manager, City Attorney and City Commission Reports

15. Adjournment

APPEAL: In accordance with Florida Statute 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not furnish verbatim transcripts. Interested parties should make the necessary arrangements for verbatim transcripts.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Florida Statutes, Chapter 286.26, persons needing special accommodations to participate in a meeting should contact City Hall at (727) 367-2735 no later than four (4) days prior to the meeting for assistance.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Adoption of Resolution No. 2017-03, providing for acceptance of the votes cast in the Municipal Election held on March 14, 2017

Date: March 28, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Thru: Wayne Saunders, City Manager

Summary of Issue: To accept the March 14, 2017 election results as certified by the Pinellas County Board of Canvassers

Requested Motion: "I move to approve Resolution No. 2017-03, a resolution of the City of St. Pete Beach, Pinellas County, Florida, providing for the acceptance of the votes cast in the Municipal Election held March 14, 2017."

Attachments: Resolution No. 2017-03
Official Election Results provided by the Pinellas County Board of Canvassers

Reviewed by City Manager: WS

RESOLUTION NO. 2017-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE VOTES CAST IN THE MUNICIPAL ELECTION HELD MARCH 14, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission of the City of St. Pete Beach, Pinellas County, Florida, in a regular meeting duly assembled on Tuesday, March 14, 2017, resolves as follows:

WHEREAS, a Municipal Election was held on March 14, 2017, in St. Pete Beach to elect a Mayor; and

WHEREAS, the City Commission previously authorized the Pinellas County Canvassing Board to canvass and provide the results of the March 14, 2017 General Election.

NOW, THEREFORE, BE IT RESOLVED, that the votes cast in the Municipal Election are as follows:

Mayor

Total Votes Cast: 2,941

Votes Cast for John-Michael Fleig	<u>112</u>	% of votes cast	<u>3.81</u>
Votes Cast for Alan Johnson	<u>1,799</u>	% of votes cast	<u>61.17</u>
Votes Cast for Deborah Schechner	<u>1,030</u>	% of votes cast	<u>35.02</u>

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach that:

Section One: The above recitals are true and correct and are incorporated herein by reference.

Section Two: The City Commission hereby accepts the official results of the March 14, 2017, Municipal Election as certified by the Pinellas County Canvassing Board.

Section Three: This resolution is effective immediately upon approval.

* * * * *

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

CERTIFICATE OF COUNTY CANVASSING BOARD

STATE OF FLORIDA

Pinellas County

We, the undersigned, Edwin Jagger, County Judge; Janet Long, Chair, Board of County Commissioners; and Deborah Clark, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 16th of March, A.D., 2017, and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Municipal Elections** held on the 14th day of March, A.D., 2017 as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For City of Gulfport, Councilmember, Ward 2 (Vote for One), the whole number of votes cast was 1,739, of which number

Christine Anne Brown received 1,408 votes

Linda Bailey received 331 votes

For City of Gulfport, Councilmember, Ward 4 (Vote for One), the whole number of votes cast was 1,773, of which number

Bobby L. Reynolds received 390 votes

Michael Fridovich received 960 votes

Richard Fried received 131 votes

Ernest Stone received 292 votes

For City of Indian Rocks Beach, Commissioner (Vote for up to Two), the whole number of votes cast was 1,878, of which number

Terry Hamilton-Wollin received 367 votes

Phillip J. Hanna received 551 votes

Philip M. Wrobel received 577 votes

Hope Wyant received 383 votes

For City of Madeira Beach, Mayor (Vote for One), the whole number of votes cast was 1,390, of which number

Margaret Black received 771 votes

Travis Palladeno received 619 votes

****Official ****

For City of Madeira Beach, Commissioner, District 3 (Vote for One), the whole number of votes cast was 1,357, of which number

Ingrid Ferro-Spilde received 536 votes

Nancy T. Oakley received 821 votes

For City of Madeira Beach, Commissioner, District 4 (Vote for One), the whole number of votes cast was 1,349, of which number

John E. Douthirt received 744 votes

Housh Ghovae received 267 votes

David Allen Hitterman received 338 votes

For Town of North Redington Beach, Commissioner, Seat 1 (Vote for One), the whole number of votes cast was 415, of which number

Richard L. Bennett received 240 votes

Jeff Busch received 175 votes

For Town of Redington Shores, Commissioner, District 2 (Vote for One), the whole number of votes cast was 169, of which number

Jeffery C. Neal received 125 votes

Jason E. Schrimsher received 44 votes

For City of Safety Harbor, Mayor (Vote for One), the whole number of votes cast was 4,579, of which number

Joe Ayoub received 3,001 votes

Janet L. Hooper received 1,578 votes

For City of Safety Harbor, Commissioner, Seat 1 (Vote for One), the whole number of votes cast was 4,359, of which number

Nancy J. Besore received 1,507 votes

Cameron Boozarjomehri received 446 votes

Damon Lister received 850 votes

Scott Long received 1,556 votes

For City of Safety Harbor, Commissioner, Seat 4 (Vote for One), the whole number of votes cast was 4,341, of which number

Carlos Diaz received 2,795 votes

Luanne Lambert received 1,546 votes

****Official ****

For City of South Pasadena, Commissioner (Vote for up to Two), the whole number of votes cast was 1,670, of which number

Dan Calabaria received 307 votes

Gigi Esposito received 764 votes

David Magenheimer received 599 votes

For City of St. Pete Beach, Mayor (Vote for One), the whole number of votes cast was 2,941, of which number

John-Michael Fleig received 112 votes

Alan Johnson received 1,799 votes

Deborah Schechner received 1,030 votes

For City of Tarpon Springs, Commissioner, Seat 1 (Vote for One), the whole number of votes cast was 3,220, of which number

Frank DiDonato received 1,027 votes

Jacob Karr received 1,485 votes

Tim Keffalas received 708 votes

For City of Treasure Island, City Commissioner, District 1 (Vote for One), the whole number of votes cast was 553, of which number

Phil Collins received 261 votes

Deborah Lynn Toth received 292 votes

For City of Treasure Island, City Commissioner, District 3 (Vote for One), the whole number of votes cast was 395, of which number

Patrick "Pat" Jeffares received 144 votes

Ralph D. Kennedy received 251 votes

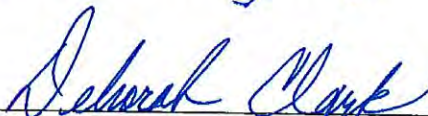
We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.



Edwin Jagger, County Judge



Janet Long, Chair, Board of County Commissioners



Deborah Clark, Supervisor of Elections

OFFICIAL RESULTS

MUNICIPAL ELECTIONS
PINELLAS COUNTY, FL
MARCH 14, 2017

OFFICIAL RESULTS

RUN DATE:03/16/17 05:16 PM

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	TOTAL VOTES	%	ED	MB	PROV
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PRECINCTS COUNTED (OF 37)	37	100.00			
REGISTERED VOTERS - TOTAL	61,709				
BALLOTS CAST - TOTAL	17,627		4,463	13,161	3
VOTER TURNOUT - TOTAL		28.56			

City of Gulfport Councilmember - Ward 2
(VOTE FOR) 1

Christine Anne Brown	1,408	80.97	370	1,037	1
Linda Bailey	331	19.03	71	260	0
Total	1,739		441	1,297	1
Over Votes	0		0	0	0
Under Votes	66		20	45	1

City of Gulfport Councilmember - Ward 4
(VOTE FOR) 1

Bobby L. Reynolds	390	22.00	101	288	1
Michael Fridovich	960	54.15	263	696	1
Richard Fried	131	7.39	21	110	0
Ernest Stone	292	16.47	74	218	0
Total	1,773		459	1,312	2
Over Votes	1		0	1	0
Under Votes	31		2	29	0

City of Indian Rocks Beach City Commissioner
(VOTE FOR) 2

Terry Hamilton-Wollin	367	19.54	88	279	0
Phillip J. Hanna	551	29.34	138	413	0
Philip M. Wrobel	577	30.72	185	392	0
Hope Wyant	383	20.39	151	232	0
Total	1,878		562	1,316	0
Over Votes	4		0	4	0
Under Votes	248		58	190	0

City of Madeira Beach Mayor
(VOTE FOR) 1

Margaret Black	771	55.47	333	438	0
Travis Palladeno	619	44.53	240	379	0
Total	1,390		573	817	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0

City of Madeira Beach Commissioner - District 3
(VOTE FOR) 1

Ingrid Ferro-Spilde	536	39.50	216	320	0
Nancy T. Oakley	821	60.50	345	476	0
Total	1,357		561	796	0
Over Votes	2		0	2	0
Under Votes	31		12	19	0

OFFICIAL RESULTS

MUNICIPAL ELECTIONS
PINELLAS COUNTY, FL
MARCH 14, 2017

OFFICIAL RESULTS

RUN DATE:03/16/17 05:16 PM

REPORT-EL45A

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	TOTAL VOTES	%	ED	MB	PROV
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City of Madeira Beach Commissioner - District 4

(VOTE FOR) 1

John E. Douthirt	744	55.15	320	424	0
Housh Ghovae	267	19.79	97	170	0
David Allen Hitterman	338	25.06	147	191	0
Total	1,349		564	785	0
Over Votes	2		0	2	0
Under Votes	39		9	30	0

Town of North Redington Beach Commissioner - Seat 1

(VOTE FOR) 1

Richard L. Bennett	240	57.83	55	185	0
Jeff Busch	175	42.17	47	128	0
Total	415		102	313	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0

Town of Redington Shores Commissioner - District 2

(VOTE FOR) 1

Jeffery C. Neal	125	73.96	26	99	0
Jason E. Schrimsher	44	26.04	16	28	0
Total	169		42	127	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0

City of Safety Harbor Mayor

(VOTE FOR) 1

Joe Ayoub	3,001	65.54	1,023	1,978	0
Janet L. Hooper	1,578	34.46	494	1,084	0
Total	4,579		1,517	3,062	0
Over Votes	0		0	0	0
Under Votes	19		5	14	0

City of Safety Harbor Commissioner - Seat 1

(VOTE FOR) 1

Nancy J. Besore	1,507	34.57	458	1,049	0
Cameron Boozarjomehri	446	10.23	157	289	0
Damon Lister	850	19.50	337	513	0
Scott Long	1,556	35.70	499	1,057	0
Total	4,359		1,451	2,908	0
Over Votes	11		2	9	0
Under Votes	228		69	159	0

City of Safety Harbor Commissioner - Seat 4

(VOTE FOR) 1

Carlos Diaz	2,795	64.39	1,001	1,794	0
Luanne Lambert	1,546	35.61	432	1,114	0
Total	4,341		1,433	2,908	0
Over Votes	0		0	0	0
Under Votes	257		89	168	0

OFFICIAL RESULTS

MUNICIPAL ELECTIONS
PINELLAS COUNTY, FL
MARCH 14, 2017

OFFICIAL RESULTS

RUN DATE:03/16/17 05:16 PM

REPORT-EL45A

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TOTAL VOTES	%	ED	MB	PROV
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City of South Pasadena Commissioner

(VOTE FOR) 2

Dan Calabria	307	18.38	12	295	0
Gigi Esposito	764	45.75	63	701	0
David Magenheimer	599	35.87	53	546	0
Total	1,670		128	1,542	0
Over Votes	0		0	0	0
Under Votes	460		26	434	0

City of St. Pete Beach Mayor

(VOTE FOR) 1

John-Michael Fleig	112	3.81	10	102	0
Alan Johnson	1,799	61.17	483	1,316	0
Deborah Schechner	1,030	35.02	206	824	0
Total	2,941		699	2,242	0
Over Votes	0		0	0	0
Under Votes	4		0	4	0

City of Tarpon Springs Commissioner - Seat 1

(VOTE FOR) 1

Frank DiDonato	1,027	31.89	121	906	0
Jacob Karr	1,485	46.12	281	1,203	1
Tim Keffalas	708	21.99	95	613	0
Total	3,220		497	2,722	1
Over Votes	1		0	1	0
Under Votes	3		0	3	0

City of Treasure Island City Commissioner - District 1

(VOTE FOR) 1

Phil Collins	261	47.20	47	214	0
Deborah Lynn Toth	292	52.80	70	222	0
Total	553		117	436	0
Over Votes	0		0	0	0
Under Votes	2		0	2	0

City of Treasure Island City Commissioner - District 3

(VOTE FOR) 1

Patrick "Pat" Jeffares	144	36.46	21	123	0
Ralph D. Kennedy	251	63.54	42	209	0
Total	395		63	332	0
Over Votes	0		0	0	0
Under Votes	1		0	1	0

OATH OF OFFICE

I, Alan Johnson, a citizen of the State of Florida, and of the United States of America, and a full-time resident of the City of St. Pete Beach, being an officer of the City of St. Pete Beach, Florida, and a recipient of public funds as such officer, do hereby solemnly swear (or affirm) that I will support the Constitution and laws of the United States and the Constitution and laws of the State of Florida.

I further swear (or affirm) that I will, in all respects, observe the provisions of the Charter and ordinances of the City of St. Pete Beach, Florida, and will faithfully discharge the duties of the office of Mayor-Commissioner to the best of my ability.

SEAL:

Alan Johnson
Mayor-Commissioner

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Sworn to and subscribed before me this 28th day of March, 2017 by Alan Johnson, who (X) is personally known to me or (___) produced _____ as identification.

Rebecca C. Haynes, Notary Public
My commission expires: 11/22/2019

OATH OF OFFICE

I, Domonick Falkenstein, a citizen of the State of Florida, and of the United States of America, and a full-time resident of the district from which I was elected, being an officer of the City of St. Pete Beach, Florida, and a recipient of public funds as such officer, do hereby solemnly swear (or affirm) that I will support the Constitution and laws of the United States and the Constitution and laws of the State of Florida.

I further swear (or affirm) that I will, in all respects, observe the provisions of the Charter and ordinances of the City of St. Pete Beach, Florida, and will faithfully discharge the duties of the office of City Commissioner to the best of my ability.

SEAL:

Domonick Falkenstein
Commissioner, District 2

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Sworn to and subscribed before me this 28th day of March, 2017 by Domonick Falkenstein, who (X) is personally known to me or () produced _____ as identification.

Bruno R. Falkenstein, Notary Public
My commission expires: 07/08/2018

OATH OF OFFICE

I, Melinda Pletcher, a citizen of the State of Florida and of the United States of America, and a full-time resident of the district from which I was elected, being an officer of the City of St. Pete Beach, Florida, and a recipient of public funds as such officer, do hereby solemnly swear (or affirm) that I will support the Constitution and laws of the United States and the Constitution and laws of the State of Florida.

I further swear (or affirm) that I will, in all respects, observe the provisions of the Charter and ordinances of the City of St. Pete Beach, Florida, and will faithfully discharge the duties of the office of City Commissioner to the best of my ability.

SEAL:

Melinda Pletcher
Commissioner, District 4

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Sworn to and subscribed before me this 28th day of March, 2017 by Melinda Pletcher,
who (____) is personally known to me or (____) produced
_____ as identification.

Rebecca C. Haynes, Notary Public
My commission expires: 11/22/2017

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Election of Vice Mayor

Date: March 28, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Prepared Through: Wayne Saunders, City Manager

Summary of Issue: In accordance with the City's Charter, Section 3.05, the commission is required to elect a vice-mayor on an annual basis by an affirmative vote of three or more members. The vice-mayor shall act as mayor during the absence or disability of the mayor-commissioner.

Funding: N/A

Requested Motion: "I move to elect Commissioner _____ to serve as Vice Mayor."

Attachments: None

**Reviewed by
City Manager:** WS

CITY COMMISSION MEETING

MINUTES

FEBRUARY 28, 2017

6:00 P.M.

CALL TO ORDER

Mayor Schechner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENT:

Deborah Schechner, Mayor
Rick Falkenstein, Vice Mayor
Terri Finnerty, Commissioner
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner

ALSO PRESENT:

Wayne Saunders, City Manager
Andrew Dickman, City Attorney
Rebecca C. Haynes, City Clerk
Jennifer Bryla, Community Development Director
Mike Clarke, Public Works Director

1. Presentations

- a. Our Savior Lutheran School leading City Commission in sign language for the Pledge of Allegiance

Students from Our Savior Lutheran School attended the meeting to present the Pledge of Allegiance in American Sign Language.

2. Changes to the Agenda

Commissioner Friszolowski requested to add an item in regard to flying the American flag.

3. Audience Comments

Nancy Shannon, Vina del Mar, commented on political mailing and advertisements.

Bill Paarlberg, 70th Avenue, commented on missing election signs.

4. Consent

- a. Approval of minutes from the Commission meeting held January 24, 2017.
- b. Authorize the City Manager to sign a Highway Landscape Reimbursement Memorandum of Agreement (HLRMOA) with Florida Department of Transportation (FDOT) in the amount of \$90,000 for the City's landscape installation within the right of way of State Road 699 (Blind Pass Road) from 75th Avenue to 82nd Avenue
- c. Authorize the City Manager to enter into a unit price purchasing agreement with Amroad Florida for Pavement Markings not to exceed the City's annual budget of \$35,000 for FY2017.
- d. Authorize the City Manager to enter into a unit rate purchasing agreement with Rostan, Inc. for Disaster Debris Monitoring associated with FEMA declared disaster events.
- e. Authorize the City Manager to enter into a unit rate purchasing agreement with D&J Enterprises, Inc. for Disaster Debris Removal associated with FEMA declared disaster events.

City Manager Saunders reviewed the items and recommended approval as presented.

Commissioner Friszolowski moved to approve the Consent Items 4(a), (b), (c), (d) and (e) as presented. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

5. Action Items

- a. Authorize the City Manager to enter into a unit price purchasing agreement with Gilliam Construction, LLC for concrete sidewalk and curb replacement not to exceed the City's annual budget of \$100,000 for concrete sidewalk and curb replacement in FY2017.

Mr. Saunders explained that the repairs are completed on an as-needed basis.

Commissioner Finnerty moved to approve Item 5(a), to authorize the City Manager to enter into a unit price purchasing agreement with Gilliam Construction, LLC, for concrete sidewalk and curb replacement not to exceed the City's annual budget of \$100,000 for concrete sidewalk and curb replacement in Fiscal Year 2017. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

- b. Authorize the City Manager to enter into a purchase agreement with Progressive Environmental Services, Inc. (SWS) for \$112,191.44 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines.

The above services were recommended to minimize delays and facilitate the timely completion of cleaning and televising the City's wastewater collection system

Vice Mayor Falkenstein moved to approve Item 5(b), to authorize the City Manager to enter into a purchase agreement with Progressive Environmental Services, Inc. (SWS) for \$112,191.44 for pumping of the wastewater system to facilitate cleaning of our blocked and surcharged wastewater trunk lines. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

6. Ordinances

- a. Ordinance 2017-02, Final Reading and Public Hearing, an ordinance of the City of St. Pete Beach, Pinellas County, Florida providing for a supplemental appropriation for fiscal year 2017 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds, providing for funding and providing for an effective date.

Commissioner Friszolowski moved to approve Item 6(a), Ordinance 2017-02, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for a supplemental appropriation for Fiscal Year 2017 to the General, Wastewater, Reclaimed Water, Stormwater and Capital Improvement Funds; providing for funding; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Finnerty.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

- b. Ordinance 2016-19, Final Reading and Public Hearing, repeal and replace Division 20 of the Land Development Code, PAG Pass-A-Grille Overlay District.

Commissioner Friszolowski requested to amend Page 7, Parking Provisions, to remove "Zone 1" from the list.

Commissioner Pletcher moved to approve Item 6(b), Ordinance 2016-19, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, repealing and replacing Division 20 of the Land Development Code, PAG Pass-a-Grille Overlay District, incorporating language as outlined in Exhibit A; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

- c. Ordinance 2017-03, Final Reading and Public Hearing, an Ordinance codifying Comprehensive Plan Amendment #03-16. An amendment to modify the Capital Improvements Element of the City's Comprehensive Plan to reflect legislative changes and to remove the Capital Improvements Schedule from the Element and provide for adopting the Schedule annually via Ordinance as allowed by Section 163.3177(3) (b) of the Florida Statutes.

Ms. Bryla explained the City-initiated amendment reflects legislative changes to remove antiquated reviewing agencies, to remove the Capital Improvements schedule and to remove school and recreational facilities from concurrency review.

Commissioner Finnerty moved to approve Item 6(c), Ordinance 2017-03, upon final reading, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, providing for an amendment to the Capital Improvements Element of the City's Comprehensive Plan as outlined in Exhibit A; removing metrics in accordance with Florida Statutes; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

- d. Ordinance 2016-23, Final Reading and Public Hearing, codification of the Capital Improvements Schedule as taken from the Capital Improvements Element of the City of St. Pete Beach Capital Improvements Element of the Comprehensive Plan.

The proposed ordinance adopts the five-year Capital Improvement Schedule which will occur annually to reflect changes in funding or priority.

Commissioner Finnerty moved to approve Item 6(d), Ordinance 2016-23, upon final reading, an ordinance of the City Commission of the City of St. Pete Beach, Florida, amending the Capital Improvements Element of the City's Comprehensive Plan, adopting the approved Capital Improvements Schedule as per Chapter 163.3177 (3) (b) of the Florida Statutes, providing for publication in accordance with the requirements of law; and providing for an effective date. The motion was seconded by Commissioner Friszolowski.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

- e. Ordinance 2017-01, Final Reading and Public Hearing, repeal and replace Division 29 - Concurrency, of the City's Land Development Code to reflect changes to the Capital Improvement Element and to incorporate concurrency tracking methodology.

Ms. Bryla noted that the proposed ordinance repeals and replaces the language found in Division 29 which provides for a mechanism to track development and levels of service used in developing the Capital Improvement schedule.

Commissioner Finnerty moved to approve Item 6(e), Ordinance 2017-01, an ordinance of the City of St. Pete Beach, Pinellas County, Florida, repealing and replacing Division 29 of the Land Development Code, Concurrency Management, incorporating language as outlined in Exhibit A; providing for the repeal of ordinances or parts of ordinances in conflict; providing for severability; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

7. Resolutions

- a. Resolution No. 2017-02 for maintenance of landscaping on SR699 (Blind Pass Road) between 75th Avenue and 82nd Avenue to be installed and reimbursed under the FY17 Highway Landscaping Reimbursement Memorandum of Agreement (HLRMOA) with the Florida Department of Transportation (FDOT)

Mr. Saunders explained that the proposed resolution is required by the FDOT and coincides with Consent Item 4(b) Memorandum of Understanding.

Commissioner Finnerty moved to approve Item 7(a), Resolution 2017-02, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing the City Manager to apply for and accept a highway beautification grant and enter into a highway beautification council grant, landscape construction, and maintenance Memorandum of Agreement with the Florida Department of Transportation; and providing for an effective date. The motion was seconded by Vice Mayor Falkenstein.

Hearing no audience comments, Mayor Schechner called for the vote.

The motion was unanimously passed by an individual roll call vote.

8. Items for Discussion

- a. Display of the American Flag

Commissioner Friszolowski discussed the display of an American flag by a neighbor and requested further discussion in regard to amending the size of flags that can be flown on residential property.

Mayor Schechner requested a flag be installed at Horan Park.

9. Audience Comments

An unidentified speaker reported on an upcoming stargazing event.

10. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes had no report.

City Manager Saunders reported on the following items:

- The next City Commission meeting will be held on Monday, March 13, 2017
- The replacement of buoys has begun and will be completed within the next several weeks
- The Pinellas County Sheriff's Office will increase their beach patrol through Labor Day weekend

City Attorney Dickman reported on the following item:

- Introduced his associate, Matthew McConnell who is a graduate of the University of Central Florida and Ava Maria School of Law

Commissioner Pletcher reported on the following items:

- The Island Festival will be held on Saturday, March 4th beginning at 9:00 a.m. in Pass-a-Grille to support the 100th Anniversary of the Gulf Beaches Historical Museum
- Requested to move forward with a legislative delegate and consideration to hire a City lobbyist

Commissioner Friszolowski reported on the following items:

- Develop a City priority list for elected officials when speaking with constituents
- The Island Festival on Saturday, March 4th
- Lido Beach Civic Association meeting is scheduled for 6:00 p.m. on March 23rd
- Lido Beach Civic Association will hold their annual picnic at Lido Park on April 8th from 11:00 a.m. to 2:00 p.m.

Commissioner Finnerty reported on the following item:

- Expressed appreciation for the removal of dining furniture along Corey Avenue

Vice Mayor Falkenstein reported on the following items:

- Upham Beach clean-up scheduled for March 18th at 9:00 a.m.
- Set clocks ahead on March 12th
- Beach Goes Pops scheduled for April 28-29, 2017
- Community Center membership fees for the fitness center
- Homeowners insurance
- Glass and alcohol restriction on beaches

Mayor Schechner reported on the following items:

- Gulf Beaches Historical Museum and the Island Festival on Saturday, March 4th
- Grand Prix participant with St. Petersburg Mayor
- Retirement ceremony for resident
- Chamber of Commerce to host Senator Brandes
- Priority list should have sewer repair and upgrade as the first item

11. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:00 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Deborah Schechner, Mayor

Minutes approved on: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to approve special event application and street closure for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 16, 2017

Date: March 28, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: This annual event is an Easter sunrise service by Pass-a-Grille Beach Community Church. The event requests that Pass-a-Grille Way be closed from 1st Ave to 2nd Ave from 4:30-8am on April 16, 2017. Street closures require commission approval.

Funding: N/A

Requested Motion: “I move to approve the special event application for application for Pass-a-Grille Beach Community Church Easter Sunrise Service scheduled for April 16, 2017.”

Attachments: Event application and map

**Reviewed by
City Manager** *WS*



City of St. Pete Beach Recreation
Department

Event Application

Applicant

Name of Applicant: PASSABILLE BEACH COMM CHURCH Title (if applicable): EASTER CHAIRMAN

Name of Organization (if applicable): PASSABILLE BEACH COMMUNITY CHURCH

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☒ Yes ☐ NO If yes on either, please provide documentation

Mailing Address: 107 16th AVE (PASSABILLE) SPB, FL 33706

Cell Phone: 727-480-7400 Email: MALES10AOL.COM

Event Information

Event Title: EASTER SUNRISE SVC Event/Organization Web Address: www.pacchurch.com

Event Location(s): PASSABILLE WAY / BETWEEN 1st AVE AND 2nd AVE

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>April 16, 2017</u>	<u>SUNDAY</u>	<u>4:30 AM</u>	<u>8:00 AM</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): April 14, 2017 Time(s) 4:30 AM to 8:00 AM

Cleanup Date(s): SAME AS ABOVE Time(s) _____ to _____

Description of Event: EASTER
SUNRISE SERVICE BY PAG COMM CHURCH. PASSABILLE WAY
BARRICADES blocked between 1st and 2nd AVE to set up 1400 chairs
and portable stage at 4:30 AM, All removed by 8:00 AM, BARRICADES removed.

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): EASTER 2018

Event Logistics

Estimated Attendance 1500 1500
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: PREACHING - WATCHING OF THE SUNRISE.

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

NONE

Will alcohol be served or sold? ☐ Served ☐ Sold ☒ No Alcohol

List all other vendors (may need to provide copy of certificate of insurance) NONE

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) 8' X 6' PLATFORM ON SIDEWALK, LARGE CROSS SECURED ON SIDEWALK / SEAWALL

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc.) SPEAKERS w/ SOUND BOARD FOR MUSIC AND SPEAKING

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps) 12:00 AM

Electricity Needed ☒ Yes ☐ No Source: POWER CORD FROM MS MOSS (SEE ATTACHED LETTER)

Will portable restrooms be used? ☐ Yes ☒ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☒ No If yes (include on site plan)
How Many? ☐ Size: ☐ Installation Date: ☐ Removal Date: ☐

Please list any admission charges, donations, parking, registration or other fees and how much? NONE

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>BEACH GILLEY WAY</u>	<u>1ST AVE</u>	<u>2ND AVE</u>	<u>APRIL 16, 2017</u>	<u>4:00-8:00</u>

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

MADALINE ALES
Print Name

[Signature]
Signature

Corporation Name (if applicable)

Date

2015 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 700163

Entity Name: PASS-A-GRILLE BEACH COMMUNITY CHURCH, INC.

Current Principal Place of Business:

107-16TH AVE
ST. PETE BEACH, FL 33706

Current Mailing Address:

107-16TH AVE
ST. PETE BEACH, FL 33706

FEI Number: 59-1005855

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MUSSER, MARK
107-16TH AVE
ST. PETE BEACH, FL 33706 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARK MUSSER

01/13/2015

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name CLARK, ROBERT
Address 107-16TH AVE
City-State-Zip: ST. PETE BEACH FL 33706

Title VP
Name BONAVIA, ROBERTA
Address 107-16TH AVE
City-State-Zip: ST. PETE BEACH FL 33706

Title SECRETARY
Name GRIFFIN, JEANIE
Address 6158 PALMA DEL MAR
 102B
City-State-Zip: ST. PETERSBURG FL 33715

Title TREASURER
Name MUSSER, MARK
Address 107-16TH AVE
City-State-Zip: ST. PETE BEACH FL 33706

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK MUSSER

TREASURER

01/13/2015

Electronic Signature of Signing Officer/Director Detail

Date

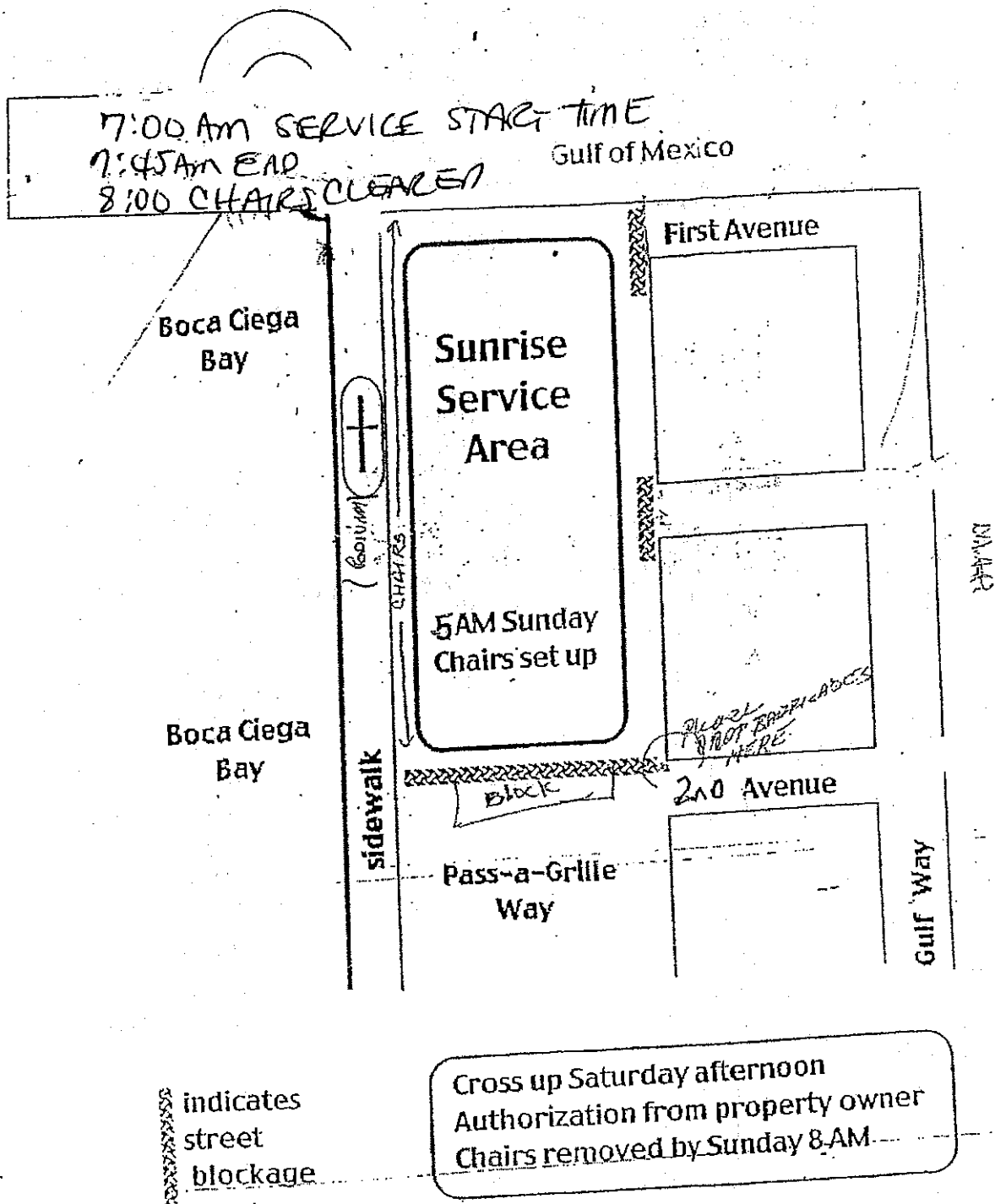
April 5, 2004

Dear Mr. Nifong,

My children and I are delighted that we can participate in the Easter Sunrise Service by providing the electricity. Our permission is granted gratuitously for as long as we own this property.

Yours truly,

Raele Moss



Parking on side of streets. NO OTHER
 STREETS BLOCKED FOR PARKING.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorization to approve special event application and street closures for the 27th Annual Beach Goes Pops Event scheduled for April 28-29, 2017. Closures would be 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf Way from 8th Ave to 11th Ave from April 27th at midnight to April 29th at midnight

Date: March 28, 2017

Prepared By: Jennifer McMahon, Recreation Director

Summary of Issue: The event is requesting street closures of 9th and 10th Ave from Pass-a-Grille Way to Gulf Way and Gulf Way between 8th and 11th Ave. Closures would be from midnight April 27th to midnight April 29th, 2017 and that the blocked off area is approved as a wet zone for the event. Street closures and alcohol on public property need the commission's approval. This event is sponsored by the City of St. Pete Beach, Pass-A-Grille Community Association, Vina Del Mar island Association and the many community leaders and business's throughout the City who have supported them over the years. It takes, on average, 180 community volunteers to make the event happen.

Requested Motion: "I move to authorize the approval of Beach Goes Pops special event and street closures for April 28 - April 29, 2017."

Funding: This is a budgeted item. Acct. # 001-5000-511-5489

Attachments: Event and banner applications and map

Reviewed by WS
City Manager ---



City of St. Pete Beach Recreation Department

Event Application

Applicant

Name of Applicant: Danielle Micklitsch Title(if applicable): Chair person

Name of Organization (if applicable): Beach goes Pop a DBA of VDMA + PAGCA

Tax Exempt? ☒ Yes ☐ No Non-Profit? ☐ Yes ☐ NO If yes on either, please provide documentation

Mailing Address: 1500 Pass-a-Grille Way

Cell Phone: 727-415-8737 Email: dmicklitsch@gmail.com

Event Information

Event Title: Beach goes Pop Event/Organization Web Address: beachgoespop.com

Event Location(s): 9th + 10th Avenues ; Gulfway between 8th-11th and the patio

Event Date(s) & Time(s)

Date	Day of the Week	Start Time	End Time
<u>April 28, 2017</u>	<u>Friday</u>	<u>5p</u>	<u>10p</u>
<u>April 29, 2017</u>	<u>Saturday</u>	<u>5p</u>	<u>10p</u>
_____	_____	_____	_____
_____	_____	_____	_____

Set Up Date(s): Thurs + Friday (27th, 28th) Time(s) All day to _____

Cleanup Date(s): Sunday (30th) Time(s) All day to _____

Description of Event: A 2 nights of live music, craft vendors, food vendors, beer + wine vendor. Saturday will feature VIP & chill lounge seating by the stage

Will this be an Annual Event? ☒ Yes ☐ No If yes, next year's date(s): April 20 + 21, 2018

Event Logistics

Estimated Attendance 3,000+ 3,000+
(includes event crew, participants, and spectators) This Year Last Year (if Applicable)

List all event activities: live music, food & craft vendors, beer + wine sales

List all food and beverage vendors (Event Promoter is responsible for obtaining copies of all licenses and insurance forms from each vendor)

Catering by Saffrons, Smokin Js BBQ, Paradise Sweets, Paradise Grille, Gennaro's, St Pete Beach Produce, & Black Forest Cottage

Will alcohol be served or sold? Served ☒ Sold ☐ No Alcohol ☐

List all other vendors (may need to provide copy of certificate of insurance) _____

Event Equipment (include dimensions, seating, staging, tents, platforms, booths, scaffolding, truck, etc. on site map) (12) 10x10 tents, one large stage tent, stage, tables & chairs

All the above require a temporary structure permit. Cost for each is \$25.

Entertainment (Detail type, bands, DJs, dancers, clowns, etc) Reggae Rich, Reverend Barry & Funktastic Soul featuring the Hellacious Horns, Pitchforks a cappella choir from St Pete High; Humours ATL: A Fleetwood Mac Tribute

List times of music and/or amplified sound (list PA systems, microphone, speakers, amps)

Amps will be used from 5-10pm each night

Electricity Needed ☒ Yes ☐ No Source: city outlets around patio & park

Will portable restrooms be used? ☒ Yes ☐ No If yes (include on site plan): One ADA compliant toilet for every 10 per location

Will Dumpsters be used? ☐ Yes ☐ No If yes (include on site plan)

How Many? _____ Size: _____ Installation Date: _____ Removal Date: _____

Please list any admission charges, donations, parking, registration or other fees and how much? _____

25 seats \$100 per VIP seat on Saturday

Does Event require any Road or Sidewalk Closures? ☒ Yes ☐ No

If yes, you must include all the details in the site plan including streets and times

Road	Start Intersection	End Intersection	Date	Times
<u>Gulf Way</u>	<u>8th</u>	<u>11th</u>	<u>April 28</u>	<u>12:01 AM</u>
<u>9th & 10th Ave</u>	<u>PAGE way</u>	<u>Gulf Way</u>	<u>April 29</u>	<u>12 midnight</u>

As the Applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors, or parties affiliated with the event and to insure compliance with the special event guide, the event rules guidelines, requirements for tents and all policies, rules, regulations, and code provisions of the City of St. Pete Beach. I understand that any violations may result in immediate cancellation and revocation of the Event permits. I further certify that all the facts contained in this request are accurate.

For events on Public property, I agree to obtain and furnish the City of St. Pete Beach with a certificate of general liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the city. The insurance must name the City of St. Pete Beach as an additional insured.

I understand incomplete application or any outstanding financial obligations with any department within the City of St. Pete Beach may result in a denial of my request.

Danielle Micklitzsch
Print Name

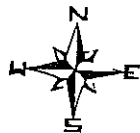
Signature

3/9/17

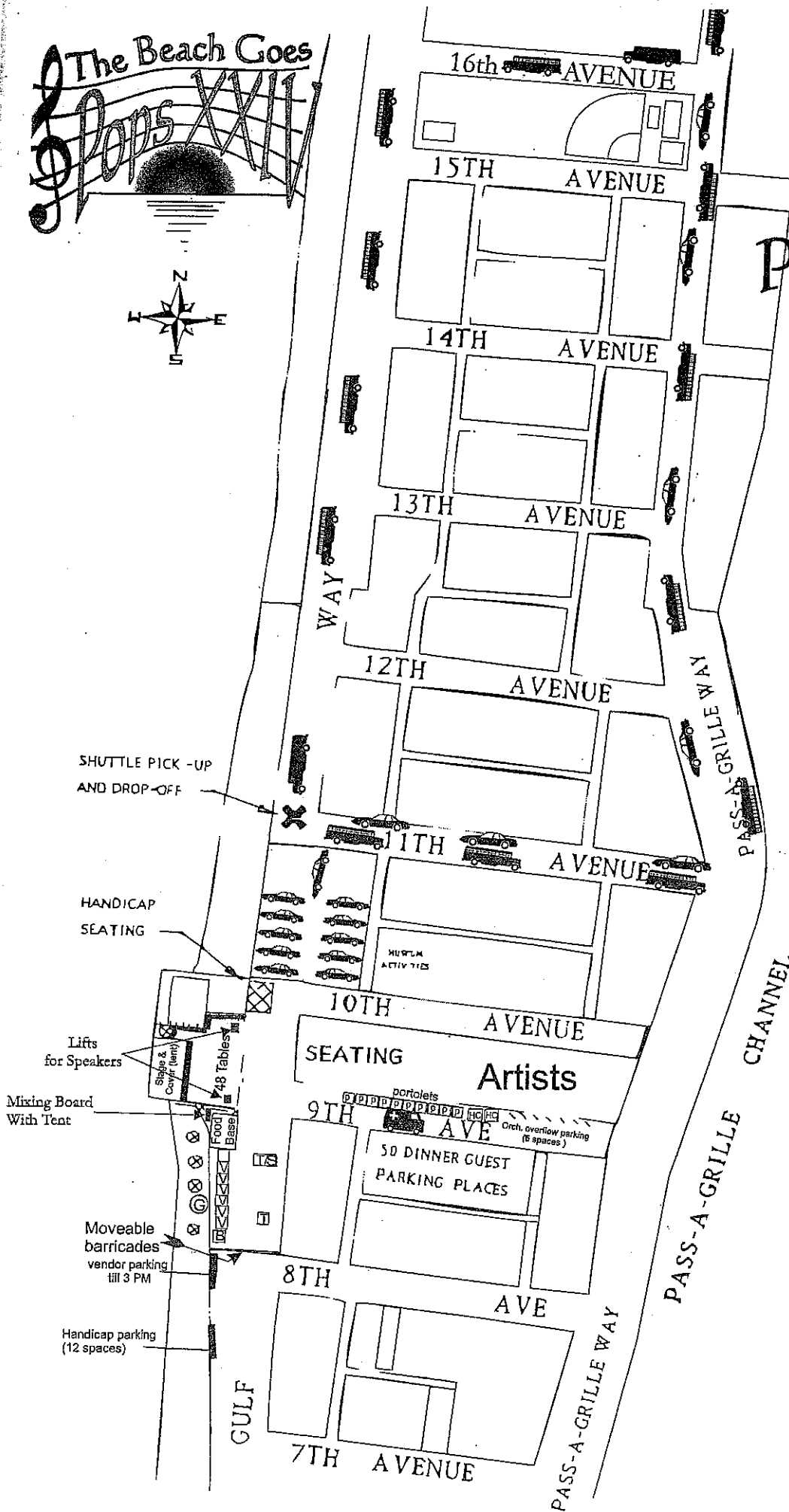
Date

Corporation Name (if applicable)

The Beach Goes Pops XXIII



BEACH GOES POP'S



LEGEND

- VENDOR (SEE LIST)
- PORTOILETS
- BEER
- WINE
- TICKET SALES
- T-Shirt sales
- Propane Tank
- POWER SOURCE
- HANDICAP SEATING
- Paramedic
- AREA TAPED OFF
- FENCE
- SHUTTLE BUS ROUTE
- DINNER GUEST PARKING

NOTES

REMOTE SHUTTLE PARKING LOCATION
COUNTY PARK

AREAS OF ALCOHOL CONSUMPTION

8TH AVE TO 10TH AVE

(BETWEEN PASS-A-GRILLE WAY AND GULF WAY)

7TH AVE TO 12TH AVE

ON SANDY BEACH

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to enter into an agreement with BayCare Life Management, Inc.

Date: March 28, 2017

Prepared By: Colette Graston, Human Resources Administrator

Through: Wayne Saunders, City Manager

Summary of Issue: This agreement is a renewal of the city's employee assistance program with BayCare Life Management, Inc. The key benefits from the employee assistance program are: assessment, referral and short term counseling services – up to six confidential counseling sessions per year for employees; twenty-four hour EAP telephone access, which includes telephone triage for emergent situations and supervisory training on the referral process regarding job performance and/or alcohol/drug issues. BayCare also provides consultation with the City regarding the management and referral of employees with job performance or behavioral/medical problems. There has been an increase in the use of services over the last agreement period from four active cases and 34 contacts in 4/2015-3/2016 to six active cases and 59 contacts in 4/2016-2/2017. This contract has increased from \$192.60 a month to \$240.75 a month.

Funding: City Manager – 001-5201-512-5450

Requested Motion: “I move to authorize the City Manager to enter into an agreement with BayCare Life Management, Inc.”

Attachments: Agreement

**Reviewed By
City Manager:** WS

CITY OF ST. PETE BEACH, FLORIDA
SERVICE AGREEMENT

Employment Assistance Program Services

This is a Service Agreement (the "Agreement") entered into by and between Behavioral Health Management Services, Inc. d/b/a BayCare Life Management, Inc. (hereinafter "BCLM"), and the City of St. Pete Beach (hereinafter "City"). BCLM and the City each shall be referred to as a "Party" and collectively shall be referred to as the "Parties."

WHEREAS, the City desires to receive Employee Assistance Program services from BCLM.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Services to be provided. BCLM agrees to provide to City those health care services, which are attached and incorporated hereto as Exhibit "A." City may request additional services; provided, however, that any such additional services must be mutually agreed upon by the Parties and must be consistent with BCLM's goals and objectives for Employee Assistance Program services.
3. Limitations. BCLM will not provide Medical Review Officer ("MRO") services for drug testing or care for medical emergencies. Medical emergencies will be referred to the primary care physician (PCP) or 911.
4. Fees. City agrees to pay BCLM in accordance with those fees set forth in Exhibit "A."
5. Billing. BCLM will submit monthly invoices to City for the services provided hereunder. These invoices will be for services rendered during the month preceding the date of the invoice. Such invoices shall be due and payable by City within forty-five (45) days of receipt of the invoice. In the event City fails to pay invoices within the 45-day period, that shall be a basis for BCLM to terminate this Agreement. In order for BCLM to terminate this Agreement due to non-payment, BCLM must serve the City with a notice of termination no later than ten (10) days prior to the effective termination date.
6. Responsibilities of City. As a condition of BCLM's obligations to provide the services hereunder, City shall perform those responsibilities set forth in Exhibit "B" attached and incorporated hereto.
7. Relationship of Parties. In the performance of the duties and responsibilities of the Parties to this Agreement, it is mutually understood and agreed that the Parties are at all times acting and performing as independent contractors and that neither Party shall be considered to be

in a joint venture with the other Party. Further, neither Party shall be deemed the agent or employee of the other Party. This Agreement shall not create any rights or remedies in persons who are not Parties to this Agreement. Neither Party shall have the right or authority to create any obligation, express or implied, on behalf of the other Party or bind the other Party in any way.

8. Insurance. BCLM may elect to obtain insurance by use of self-insurance, and/or a captive insurance company owned by BCLM. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by BCLM shall be assumed by, for the account of, and at the sole risk of BCLM. City shall provide evidence of professional liability insurance and comprehensive general liability insurance upon request. City shall advise BCLM in writing at least fifteen (15) days prior to expiration, cancellation or material change in coverage of said policy.

9. Indemnification. Each Party hereto shall indemnify, defend and hold harmless the other Party, its officers, directors or trustees, agents or employees from and against any and all actions or causes of action, claims, demands, liabilities, losses, expenses, or damages (including reasonable attorneys' fees) which such other Party or its officers, directors or trustees, agents or employees, shall or may at any time sustain or incur by reason or in consequence of the indemnifying party's or its agents', or employees' negligence, malpractice, and/or act or omissions to act, under any and all laws as they may pertain to the fulfillment of this Agreement. However, City will not be held responsible for such actions that are solely caused by the negligence of BCLM and any of its agents or employees and will not indemnify BCLM for such actions.

10. Access to Books and Records. Each Party, upon reasonable notice and at a reasonable time, shall have the right to inspect and review such records of the other Party which are directly related to each Party's performance of the terms of this Agreement.

11. Confidentiality. The Parties agree to maintain the privacy of all persons served, and furthermore agrees to abide with HIPAA, CAREF, ACHA, HCFA and all other state and federal guidelines. The Parties agree to maintain in strict confidentiality the contents of Exhibit "A" and agree not to disclose said contents to any third party except pursuant to a valid court order or when disclosure of the contents of Exhibit "A" is required by a governmental agency. Program records are the property of BCLM and will not be released without employee consent or upon the issuance of a court order. Records will be maintained for seven (7) years.

12. Public Records. Notwithstanding the confidentiality provisions set forth in this Agreement and under State and Federal law, BCLM shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit "C." **IF BCLM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BCLM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue,**

St. Pete Beach, Florida 33706).

13. Term of Agreement. This Agreement is for a period of two (2) years beginning the 1st day of April 2017 and ending the 31st day of March 2019.

14. Termination of Agreement.

A. This Agreement may be terminated at any time upon thirty (30) days prior written notice by either Party.

B. This Agreement may be terminated immediately if: (i) BCLM does not receive payment of its invoices within forty-five (45) days after City's receipt of said invoices and has properly notified City as described in paragraph five (5) of this Agreement; or (ii) governmental regulations require a modification of any material terms of the Agreement.

15. Effect of Termination. This Agreement will be of no further force or effect as of the date of termination except that:

A. City will remain financially responsible for the services provided by BCLM up to the date of termination. BCLM will be responsible to provide said services up to the date of termination.

B. Each Party will remain responsible for any obligations or liabilities arising from activities carried on by such Party, or its agents or employees, during the period the Agreement is in effect. Each Party will retain the right to seek any redress available under law for any loss or injury caused by the other Party as a result of the other Party's breach of its obligations under this Agreement.

C. The Parties shall cooperate to promptly resolve any outstanding financial or administrative issues upon the termination of this Agreement.

16. Similar Arrangements. City agrees that if arrangements are made for the services referred to in Exhibit "B" with another health care entity, BCLM will be notified in writing of the existence of such an arrangement within ten (10) days of the date City enters into such an arrangement.

17. Disputes. If a Party has a dispute with respect to the performance of the terms of this Agreement, said Party shall set forward in writing the concern and submit it to the other Party for resolution. The Parties shall make a good-faith attempt to resolve such dispute before instituting litigation to enforce the terms of this Agreement.

18. Assignment. Neither Party may assign this Agreement or the rights created or granted herein without the prior written consent of the other Party.

19. Waiver of Breach. The waiver by the Parties of a breach of any provision of this Agreement will not operate or be constructed as a waiver of any other subsequent breach by the Parties.

20. Severability. In the event that a provision of the Agreement is rendered invalid or unenforceable, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

21. Entire Agreement. This Agreement, its Exhibits, and any documents incorporated by reference herein constitute the entire Agreement between the Parties. It supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

22. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but all of which together shall comprise one and the same Agreement.

23. Impossibility of Performance. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control, including but not limited to, natural disaster, acts of war, civil disobedience, flood or storm, personal strikes, or statute, rule or action of any Federal, State or local government or agency.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all applicable federal laws.

25. Notices. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to BCLM:

Attn: Christopher Yarnold
Behavioral Health Management Services, Inc.
1240 S. Forth Harrison Ave, MS 137
Clearwater, FL 33756

As to City:

Attn: Human Resources Administrator
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

(Signature page to follow)

IN WITNESS WHEREOF, the Parties here to have executed this agreement below on the date and year set forth below.

**Behavioral Health Management Services, Inc.
d/b/a BayCare Life Management, Inc.**

City of St. Pete Beach

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT "A"

BCLM will provide a comprehensive EAP for the City of St. Pete Beach employees and their benefit eligible dependents.

SERVICES & FEES

Twenty-four hour EAP telephone access, which includes telephone triage for emergent situations.

Assessment, referral and short term counseling, services - up to six (6) sessions total per employee/benefit eligible dependent unit per year.

Supervisory training - includes the referral process regarding job performance and/or alcohol/drug issues.

Consultation with employer leadership- regarding the management and referral of employees with job performance or behavioral/medical problems and practices and events that may impact the employee's wellbeing.

Receive referrals and provide education regarding drug and alcohol concerns. Cooperate with Drug Free Workplace program.

Employee orientation and education regarding the EAP.

Comprehensive referral network of providers.

Referral to client's insurance/benefits provider for treatment or community resources, if appropriate.

Promotional materials - posters, business cards, pamphlets.

Policies/Procedures - Assistance in the development of formal policies and procedures regarding workplace violence, drug-free workplace, critical incidents, and diverse crisis situations.

Quarterly statistical summary of EAP utilization.

Appointment of a Contract Manager, liaison to City.

The cost is based on 107 employees at \$2.25 per employee per month. The annual cost would be \$2,889.00 paid monthly in the amount of \$240.75.

Up to four (4) hours of Critical Incident Stress Debriefing (CISD) services are provided each year in the annual cost. Should additional CISD services be needed, the cost is \$200.00 per hour per counselor.

Name of Contract Manager: Christopher Yarnold, Director, EAP, SAP, Managed Care.

EXHIBIT "B"

RESPONSIBILITIES OF CITY

- A. It shall be the City of St. Pete Beach's responsibility to ensure that all of the following are completed in relation to the services provided by BCLM pursuant to this agreement.
 - 1. City of St. Pete Beach shall ensure that they provide adequate on site facilities that are deemed necessary by both Parties in order to provide services on Exhibit A.
 - 2. City of St. Pete Beach shall provide access to employees in order to promote participation in the programs and services offered.
 - 3. City of St. Pete Beach shall make available any vehicles of communication to be reasonably used by BCLM to promote the services.
 - 4. City of St. Pete Beach shall designate an employee to be BCLM's liaison.

EXHIBIT “C”

FLORIDA PUBLIC RECORDS LAW

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Authorize the City Manager to approve change order 15 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$5,208.80.

Date: March 28, 2017

Prepared By: Mike Clarke, Public Services Director

Summary of Issue: The attached Change Order presents items not contained in the City's original contract with David Nelson Construction for the Pass-a-Grille Way Reconstruction (W. Maritana Drive to 19th Avenue) project.

Change Order 15: This is a charge and a credit for work on reclaimed distribution lines (the County reimburses only for their reclaimed transmission lines of 16" or greater). The specifics of this work, which included an emergency repair and the elimination of a previously designed lateral, are fully described in the attached documentation from Nelson Construction.

Funding: CIP – Pass-A-Grille Way Reconstruction Project

Requested Motion: "I move to authorize the City Manager to approve change order 15 to the purchase agreement with Nelson Construction for the Pass-A-Grille Way Reconstruction Project for \$5,208."

Attachments: Change Order 15

**Reviewed by
City Manager:** 



CHANGE ORDER NO. 15.0

PROJECT IDENTIFICATION:

Project Name: Pass-A-Grille Way Reconstruction from W. Maritana Dr. to 19th Ave

CONTRACTOR: David Nelson Construction Company

CONTRACT: The Agreement dated 07/08/2015 between David Nelson Construction Company and the City of St. Pete Beach for the above described Project.

The Contract is changed as follows:

1. *10" RECLAIM MAIN BREAK ON SUNSET ON 09/09/2016 – The changes shall be made as described in Nelson's price proposal dated 12/16/2016. Two additional contract days.*
\$ 11,503.19
2. *DELETE 10" RECLAIM LATERAL AT 33+69 LEFT PER PINELLAS COUNTY – The changes shall be made as described in Nelson's price proposal dated 12/02/2016. Zero additional contract days.*
\$ (6,294.39)

Total Addition to Contract Sum **\$ 5,208.80**

Contract Sum with prior approved Change Orders was: **\$ 10,124,835.70**

The Contract Sum will be increased by this Change Order
for the items described above in the amount of: **\$ 5,208.80**

The new Contract Sum, including this Change Order, will be: \$ 10,130,044.50

The Contract Time will be changed as follows: **+ 2 days**

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. The change approved by this Change Order shall result in an addition of 2 calendar days to the Contract Time.

OWNER/CITY:

CONTRACTOR:

CHANGE ORDER NO. 15.0

By: _____

By: _____

Name: Wayne Saunders

Name: _____

Title: City Manager, St. Pete Beach

Title: _____

Date: _____

Date: _____



General Contractors
Heavy Construction
Engineers
Site Work

"An Equal Opportunity Employer"

Date: December 16, 2016

To: Ian Wade
Project Manager
City of St Pete Beach
155 Corey Ave
St Pete Beach, FL 33706
Tel: 727.363.9254
iwade@stpetebeach.org

Re: **10" RECLAIM MAIN BREAK ON SUNSET ON 09/09/2016**

A 10" reclaim main broke on Sunset Way between 26th Ave and 25th Ave on Friday, 9/9/2016. This pushed up the asphalt and proceeded to flood the majority of Pass A Grille Way between 28th Ave and 23rd Ave. This flooding shut down two pipe crews, and caused the traffic to have to be flagged in one lane for two blocks due to the depth of the water. Both 26th Ave and 25th Ave had to completely shut down due to the flooding, and local residents had to be parked on the periphery and walk in to their houses. This flooding also caused the potable and reclaim mains to float that were installed earlier that day at 27th Ave. This caused both mains to have to be relayed the following Monday and Tuesday, 9/12 and 9/13. The flooding also damaged gravel detour lanes that had to be regraded the next week. Between the majority of Friday being lost, and the rework that occurred on Monday and Tuesday, Nelson is requesting that two additional days be added to the contract.

I am available to meet with you should further explanation be necessary.

Sincerely,

William Stock
David Nelson Construction Co.
Project Manager
727-784-7624
wstock@nelson-construction.com

David Nelson Construction Co.

CGC012229

(727) 784-7624 Pinellas
(813) 228-8616 Tampa
(727) 786-8894 Fax

www.nelson-construction.com
CHANGE ORDER 15.0 Page 3 of 26

3483 Alternate 19
Palm Harbor, Florida 34683

**St. Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to execute a change order to the existing agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$10,329 for renovations to the Warren Webster Building.

Date: March 28, 2017

Prepared By: Mike Clarke, Public Works Director

**Summary
Of Issue:**

The Warren Webster Community Center Building in Pass-a-Grille is in need of substantial renovations. On March 24, 2016, in response to a previously published Request for Proposals (RFP), the City selected Cribb Philbeck Weaver Group, Inc. (CPWG) as the lowest qualified bidder.

Upon completion of the initial scope of renovations, it became evident that in order to bring the restrooms up to date in a manner consistent with the rest of the newly renovated building, additional improvements were required. Based on this observation and at the request of the City, CPWG prepared the attached estimate to replace the toilets and sinks in both restrooms (including two American's with Disabilities Act (ADA) compliant sinks, two ADA toilets, one standard toilet, and one wall mounted urinal) and replace the toilet partitions in both restrooms (100% polymer (HDPE) three toilet compartments and one wall hung urinal screen).

Funding: \$19,372 will be moved from the CIP item of citywide facility repairs to the Warren Webster project to cover overages, leaving an available balance of \$3,683 for other City-wide facility repairs.

**Requested
Motion:**

"I move to authorize the City Manager to execute a change order to the existing agreement with Cribb Philbeck Weaver Group, Inc. (CPWG) for \$10,329 for renovations to the Warren Webster Building."

Attachments: Change Order 4

**Reviewed by
City Manager:** WS

CUSTOMER NAME – City of St. Pete Beach, Florida

CHANGE ORDER NO. 04

PROJECT IDENTIFICATION: Purchasing Agreement dated June 28, 2016 for the Warren Webster Renovations.

Change Order Date: February 14, 2017

Project Name: Warren Webster Renovations

CONTRACTOR: CPWG, INC.

CONTRACT: Purchase Agreement.

The Contract is changed as follows:

Replace the toilets & sinks in both restrooms consisting of: 2 ADA sinks, 2 ADA toilets, 1 regular toilet and 1 wall mounted urinal for an additional cost of \$ 5,885.00. Also replace the toilet partitions in both restrooms consisting of: 100% polymer (HDPE) 3 toilet compartments and 1 wall hung urinal screen for an additional cost of \$ 4,444.00. The total cost of this change order will be an additional \$ 10,329.00

Contract/PO Sum with prior approved Change Orders was: \$ 117,787.00

The Contract/PO Sum will be increased

By this Change Order in the amount of: \$ 10,329.00

The new Contract/PO Sum, including this Change Order, will be: \$ 128,116.00

The Contract/PO Time (date required for Substantial Completion)

Does not apply. The project was substantially completed in 2016 and this is extra work after completion. As soon as this change order is signed & returned (or city PO is issued/increased) the materials are ordered, fabricated & delivered they will be installed – approximately by or before the end of March 2017.

Execution of this Change Order shall constitute a final settlement of all matters relating to the change in the Work as described above which is the subject of this Change Order. Unless the Contract Time has been adjusted as provided above, the change approved by this Change Order shall not result in a change in the Contract Time.

OWNER(S):

By: _____

Name: _____

Date: _____

CONTRACTOR:

By: _____

Name: Sheila Tarte
President

Date: _____

St. Pete Beach City Commission Agenda Report

Issue Considered: Approval of a three year collective bargaining agreement with the International Association of Firefighters, Local 4966 with an effective date of October 1, 2016.

Date: March 28, 2017

Prepared By: Wayne Saunders, City Manager *WS*

Summary of Issue: The International Association of Firefighters (IAFF) – Local 4966 represents the City of St. Pete Beach firefighters (members) for the purpose of collective bargaining with respect to wages and other conditions of employment. The members include all full time employees classified as Firefighter/EMT, firefighter/paramedics and fire inspectors up to and including lieutenants. All other classifications, ranks and positions are excluded from the bargaining unit membership. The current agreement expired on September 30, 2016 and negotiations for a new agreement have been ongoing for several months. We have reached a tentative agreement and the union members have voted to ratify the agreement and it will become effective upon approval by the City Commission. This agreement is for three years with an effective date of October 1, 2016 and expiration date of September 30, 2019. A strikethrough/underline version is included that tracks all changes from the last agreement. The following are the more significant changes to the proposed agreement along with the estimated financial impacts:

- ARTICLE 15, Section 15.10
Catastrophic Illness Leave was reinstated with adjustments to the maximum withdrawal for leave and other minor changes. Members may contribute to a sick leave bank from which members may withdraw for catastrophic illness.
- ARTICLE 15, Section 15.11
Short Term Disability was eliminated
- ARTICLE 23, Section 23.2
Kelly Days are included as time counted toward overtime.
Estimated annual cost of \$4,800
- ARTICLE 24, Section 24.6
Deleted ability to hire a new employee above the minimum paygrade

- ARTICLE 24, Section 24.2 This implements the pay plan adjustments as recommended in the pay study conducted by Management Advisory Group and included as Appendix I. The FY17 cost is approximately \$63,000.
- ARTICLE 27. This is a new Article that was added stating that the Firefighters' Retirement System will only be changed through mutual consent of the City and the union. Changes in benefits, such as pensions, were already subject to collective bargaining but pension changes were not specifically referred to in the previous agreement.

Requested Motion: "I move to approve the Collective Bargaining Agreement between the City of St. Pete Beach and the International Association of Firefighters-Local 4966 with effective date of October 1, 2016 through September 30, 2019 and that the Mayor and City Manager be authorized to execute said agreement."

Attachments: Agreement Between The City of St. Pete Beach and The International Association of Firefighters-Local 4966

Agreement Between The City of St. Pete Beach and The International Association of Firefighters-Local 4966
(*Underline/Strikethrough version*)



AGREEMENT
BETWEEN
THE CITY OF ST. PETE BEACH
AND
THE INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS - LOCAL 4966



OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019

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ARTICLE 1: PREAMBLE

1.1 Parties.

In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Pete Beach, a municipality in the State of Florida, hereinafter called the "City", and the International Association of Fire Fighters, Local 4966, hereinafter referred to as the "Union". This Collective Bargaining Agreement is applicable for members as defined in Certificate Number 176 issued to the International Association of Fire Fighters, Local 4966, in accordance with the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006.

1.2 Purpose.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and the members, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

ARTICLE 2: RECOGNITION

2.1 **Recognition of Union.**

The City of St. Pete Beach hereby recognizes the International Association of Fire Fighters, Local 4966, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members in the bargaining unit.

2.2 **Bargaining Unit.**

The bargaining unit for which this recognition is accorded is defined in the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006 comprised of all full time members within the City of St. Pete Beach Fire Department employed in the classifications of firefighters/EMT, firefighter/paramedics, fire inspectors, up to and including EMT and Paramedic lieutenants. All other members, in other ranks and positions, shall be excluded from this bargaining unit.

2.3 **Recognition by Union.**

The International Association of Fire Fighters, Local 4966, hereby recognizes the City of St. Pete Beach City Manager or his/her representative as the City's representative for the purpose of collective bargaining.

2.4 **Members.**

Whenever "Union" member is mentioned in this contract it shall mean a person that has taken the oath of Local 4966 and pays dues to the Local; otherwise "member" shall mean a member of the bargaining unit covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The City retains the right, subject to the limitations specifically expressed in this contract, to establish and implement rules and procedures, in accordance with applicable laws, governmental regulations and the provisions of the City Personnel Manual including, but not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies and/or departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the members of the City, including the establishment of work hours as provided in this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain members in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve members from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of members to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions, and members assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- M. To establish, implement and maintain an effective internal security practice.
- N. To promulgate, implement, delete, and enforce any rules concerning member practices or working conditions.

3.2 Emergencies.

If determined by the City Commission that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City Manager may suspend PTO and other leaves of absence during the time of the declared emergency. All other provisions of the Agreement shall remain in effect, except processing of grievances may be delayed until the emergency condition ceases.

- 3.3** The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

ARTICLE 4: STRIKES AND PICKETING

4.1 Strikes Prohibited.

Members covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibit them individually or collectively as public members from participating in a strike against the City of St. Pete Beach, the City, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the City's Personnel Manual.

4.2 Penalties.

Any member covered by this Agreement who participates in, is a party to or promotes any of the actions outlined in Section 4.1 shall be subject to disciplinary action up to and including discharge.

ARTICLE 5: NON-DISCRIMINATION

5.1 **No Illegal Discrimination.**

Neither the City, the Union, nor its members shall unlawfully discriminate against any employee with regard to Union membership or activities or on the basis of age, race, color, sex, religion or national origin or disability.

5.2 **Probationary Employees.**

All new members on probationary status shall be eligible for membership in the Union.

5.3 **Non-Union Members.**

Nothing in this Article is intended to waive the Union's right to decline representation of a nonunion member in the processing of a grievance in accordance with applicable law.

ARTICLE 6: ABSENCE FROM DUTY FOR UNION BUSINESS

6.1 Definitions.

For the purpose of this Article, Union Officials shall be defined as the President, Vice President, Secretary, and Treasurer or their Designee of the International Association of Fire Fighters, Local 4966.

6.2 Union Business.

- A. Up to one (1) employee Union official as defined in Section 6.1 above shall be granted up to three (3) consecutive shifts or days for forty (40) hour employees without pay to attend off-duty IAFF conferences and business provided the employee (1) requests such leave not less than seventy-two hours (72) in advance, and (2) receives permission from the Chief. In situations that could not be foreseen by the employee, the Chief may waive or lessen the request requirement.
- B. The Union steward on the shift shall be allowed to investigate a matter which could rise to the level of a contractual grievance during down time without loss of pay so long as it does not interfere with operations or the work of other on-duty employees, provided this privilege may be withdrawn by the Chief in the event it is abused.
- C. Off-duty Union stewards shall be permitted access to the station during down time to conduct Union business so long as the Chief determines it does not adversely affect operations or interfere with the work of on-duty employees.
- D. Up to three (3) employees will be relieved from duty without loss of pay to engage in collective bargaining negotiations with the City Manager's negotiating team, provided there is no overtime cost to the City to fulfill the Departmental manning requirements.
- E. Approved leaves under this section may be cancelled by the Chief in case of a civil emergency or to ensure proper manning as necessary to ensure public safety and fulfillment of the Departmental mission.

6.3 Other Union Business.

The Chief may agree that activities of Union officials other than as provided in Article 9, will not result in a loss of pay if he determines the absence from duty will not affect efficient operations.

6.4 Union Pool and Trade Time.

- A. Union members shall contribute six (6) hours annually of PTO leave towards a pool of time which may be drawn upon at the discretion of the Union. Donations of PTO leave to this pool must be in increments of six (6) hours and processed in writing upon Union forms. Transfers shall be made upon notification to Administrative Services by the Union. The Union will notify the Chief, or his designee, as to disbursement of Union pool time.
- B. Pool time may be disbursed by the Union for the following reasons:
 - 1. Any unpaid activity covered by Section 6.2 above or under Article 9.
 - 2. Approved unpaid absences due to the employee's membership on a pension board for a retirement plan sponsored by the City.
 - 3. Any other off-duty, non-paid activity directly related to the representation of City employees in the bargaining unit covered by this Agreement.
- C. The Union shall provide the City with an accounting of pool time on or before October 15 of each year.

ARTICLE 7: CHECKOFF

7.1 **Written Authorization.**

Members covered by this Agreement may authorize the City, in writing, to deduct Union dues from their pay and six (6) hours of PTO. Said authorization shall be on a form that meets the requirements of law which shall be supplied by the Union.

7.2 **Continuation.**

Members participating in the dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for the members.

7.3 **Amount.**

The Union shall certify in writing to the City any change in Union dues to be deducted from the wages of members who have authorized such deductions. This request by the Union shall be submitted at least one (1) month in advance of the effective date of any changes.

7.4 **Remittance of Dues.**

Union dues shall be deducted by the City every pay period [twenty-six (26) times annually] and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days thereafter.

7.5 **Hold Harmless.**

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City on account of the payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

7.6 **Revocation.**

The member will provide both the City and the Union with a thirty (30) day notice prior to any and all Union dues revocation. The payroll deduction shall be revocable by the member notifying the City and the IAFF in writing.

ARTICLE 8: REPRESENTATION

8.1 Stewards.

There may be one (1) Union steward for each fire station for each shift.

8.2 Solicitation by Union.

Solicitation of membership and the collection of Union money shall not be engaged in during duty hours.

8.3 Solicitation for Charities.

Solicitation for recognized charitable organizations may be conducted during duty hours with prior written approval of the City.

8.4 Use of Department Meeting Room.

Requests for use of the Fire Department meeting room shall be made in writing to the Fire Chief at least twenty-four (24) hours prior to the requested meeting date.

8.5 Copies.

A copy of a special order, general order, training order, SOP or City PRR, affecting union members, shall be made available to the Union.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

9.1 General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and employee, or group of members, involving the interpretation or application of this Agreement, including disciplinary action. If the dispute involves the interpretation or application of this Agreement, an employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved members or by the Union as a general or class grievance when the matter being grieved involves issues common to more than one (1) employee. A Union general grievance shall be initially submitted at Step Two to the Chief within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. Time spent by members and Union representatives in processing grievances on City property through Step 3 while on duty, shall not result in a loss of wages or benefits, provided they shall conduct themselves at all times so as to not interfere with their work, the work of other members or the operations of the Department, and they shall obtain permission from their immediate supervisor when they are going to be away from their work station for more than ten (10) minutes.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Chief or City Manager.

9.2 Grievance Procedure.

- A. Step One - The aggrieved employee, with or without representation, or the Union shall submit a written grievance to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.

2. The article (and section as appropriate) of this Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee may submit a written appeal to the Chief within seven (7) calendar days after receipt of the immediate supervisor's written answer.

Within seven (7) calendar days after receipt of the written appeal, the Chief will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after this meeting, the Chief shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the City Manager within seven (7) calendar days after the Chief's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Chief within seven (7) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

9.3 Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within fourteen (14) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.
- B. The parties agree, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A)

- D. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- E. The arbitrator's fee and expenses and the fees for the appearance of the court reporter along with the costs associated with the arbitrator's copy of the transcript (if requested) shall be borne equally by the parties to the arbitration.
- F. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- G. The arbitrator shall be requested to render his decision as quickly as possible.
- H. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- I. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, unless either party appeals.

9.4 Limitations.

Claims of a violation of any law, including those referred to in Articles 5, 13 and Section 10.1 shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10: MEMBER RIGHTS

10.1 **Firefighter Bill of Rights.**

The City shall comply with "The Firefighters Bill of Rights".

10.2 **Resignation.**

A member under investigation shall not be told that if he does not resign from the department criminal charges will be brought against him.

10.3 **Discipline.**

No member shall be disciplined or discharged without just cause.

10.4 **Inspection and Copying.**

All members shall have the right to inspect and make copies of their personnel records.

10.5 **Adverse Action.**

No adverse action shall be taken against a member because he exercises rights provided in this Article.

10.6 **Relieved From Duty.**

Employees relieved from duty for alleged violations of the law and/or departmental and/or personnel rules and regulations shall remain on full salary and allowances until the pre-disciplinary hearing is concluded so long as the employee and his representative are available within five (5) calendar days of notice of the possible disciplinary action but may thereafter be placed on leave without pay until the Chief makes his final decision as to what disciplinary action, if any, is to be taken.

ARTICLE 11: BULLETIN BOARDS AND CITY E-MAIL

11.1 Location and Size.

At each fire station a Union bulletin board may be erected and maintained by Union Officials. The bulletin boards shall not exceed eight (8) square feet in area and shall be rectangular. Each bulletin board shall be located in the lounge area. The bulletins may be used only for posting:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings.

In addition, IAFF members who have access to City computers may receive e-mail copies of Union business posted on the assigned bulletin board.

11.2 Signing.

All notices posted shall be signed by a Union Official as defined in Article 6.1 of this Agreement.

11.3 Filing with Chief.

Duplicate copies of all notices posted and e-mails sent shall be submitted to the Fire Chief for his/her file. Any material found on the Union bulletin boards not on file with the Fire Chief or not signed by a member of the Union executive board shall be removed by any Fire Department officer.

11.4 Condition and Costs.

All costs incident to preparing and posting Union notices and maintaining Union bulletin boards will be borne by the Union. The Union is responsible for maintaining the Union bulletin boards in an orderly condition.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 **Paid Leave.**

Members covered by this Agreement shall be granted, upon approval of the City, up to twenty-four (24) consecutive work hours off with pay at the straight time rate in the event of a death in the member's immediate family for attendance at the funeral. For out-of-state funerals, the member will be granted additional leave with pay for attendance at the funeral for up to a maximum of twenty-four (24) hours.

Members who work a forty (40) hour week will be entitled to up to twenty-four (24) hours with pay if the funeral is in the State of Florida and up to forty (40) hours with pay if the funeral is out-of-state.

12.2 **Member's Immediate Family.**

For the purpose of this Article, the member's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

12.3 **Charging.**

Bereavement leave shall not be charged to PTO, except as specifically provided in Section 12.4.

12.4 **Additional Time.**

Should a member require time in addition to that provided in Section 12.1 of this Article, the member may request additional time from the Fire Chief, or his/her designee. Upon approval by the Chief, any additional time used shall be charged to PTO, provided the member has accrued sufficient time, otherwise the member shall be considered in a leave without pay status.

12.5 **Requirements for Pay.**

If requested, the member shall provide the Fire Chief with proof of death in his/her immediate family and that he attended the funeral or matters associated with the death before compensation is approved.

ARTICLE 13: MILITARY LEAVE

A military leave of absence will be provided to members who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14: COURT ATTENDANCE AND DEPOSITIONS

14.1 Witness Leave for the City.

Subject to Article 9, members who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

14.2 Other Court-Related Leave.

- A. Subject to 14.1 above, those members who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for PTO or personal days under Article 16.
- B. Unless they are parties in the action, members subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 14.3(A)-(D).

14.3 Jury Leave.

For members called to jury duty, the City shall make up the difference between a regular full-time member's pay for his normal schedule provided the member:

- A. Advises the Chief no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Chief, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. A member who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

14.4 Return to Work.

Members who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

14.5 Reporting.

A member subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15: PAID TIME OFF (PTO)

15.1 Definition.

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

15.2 Eligibility.

All full-time employees will be eligible to accrue PTO time. No other employees, including Part-time employees shall accrue PTO.

15.3 Usage of PTO Leave.

PTO leave may be used for the following purposes (subject to 15.5 below):

- A. Approved Vacation.
- B. Bona fide sickness or injury.
- C. Absence for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
 - 6. Any other approved absence.
- D. To supplement FMLA leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

15.4 Accrual.

- A. Commencing the first payroll following ratification of this Agreement, full-time employees shall accrue PTO leave each payroll as provided in 15.4(C) below:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

C. Accrual Rates.

<u>Completed Continuous Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>	<u>Max Accrual End of FY</u>
0 to 59 months	7.385 hours	192 hours	360 hours
60 to 119 months	9.692 hours	252 hours	420 hours
120 + months	12.000 hours	312 hours	480 hours

15.5 Approval.

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's department director to be for reasons beyond the control of the employee if it does not cause overtime. Scheduled PTO may be taken with less advance notice if available slots remain.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.
- C. When a leave is for FMLA or an absence resulting in three (3) consecutive days, or two consecutive shifts for Fire Department personnel due to sickness or injury, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.
- D. Approval may be withdrawn to meet manning requirements or operational needs.

15.6 Charging Time.

PTO time will be charged for the time the employee is away from work in increments of not less than one (1) hour, except in the case of an excused absence under Section 15.5(B) or FMLA under Section 15.5(C). The minimum shall be one half (1/2) hour.

15.7 Unused PTO Time.

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours (for employees with less than 5 years of service), 420 hours (for employees with more than 5 years but less than 10 years) and 480 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited.

15.8 Payment of Unused PTO.

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours (for employees with less than 5 years of service), 300 hours (for employees with

more than 5 years but less than 10 years), and 360 hours (for employees with more than 10 years of service).

- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 224 hours (for employees with less than 5 years of service) 280 hours (for employees with more than 5 years but less than 10 years), and 336 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.
- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of severance:
 - 1. Use of official position for personal advantage.
 - 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, Workers' Compensation, or any other benefit.
 - 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 - 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment. Police Officers transporting controlled substances or alcohol as evidence are excluded from this provision.
 - 5. Stealing from the City.
 - 6. Intentionally causing the City to be found in violation of Federal or State law.

15.9 Unused Sick Leave Balance.

- A. Upon implementation of this policy, sick leave balances as of the date of ratification of this agreement will be retained and only be available for use in a "catastrophic" situation. Catastrophic is defined as any illness lasting longer than seven (7) consecutive working days, or three (3) consecutive shifts for fire personnel. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.

Upon separation of employment, or death while in service, the hours remaining in the employee's sick leave bank will be paid out at the employee's then current hourly rate based on the formula set forth below in subsection B below, provided there shall be no pay out if:

- 1. An employee who resigns and does not give at least fourteen (14) calendar days written notice of the intention to resign; or

2. An employee terminated for a reason listed in 15.8 (d) above

B.

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

C. **Sick Leave Payment at Death**

In the event of the employee's death, the amount of Unused Sick Leave Balance to which the employee would be entitled to in 15.9(B) above will be paid to the designated beneficiary listed on the form for his/her City life insurance.

15.10 Catastrophic Illness Leave.

There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick leave as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
 1. Participation shall be established by fifty-six (56) hour members contributing twenty-four (24) hours and forty (40) hour members contributing eight (8) hours of their PTO to the CSLB.
 2. Participants must have been continuously employed as a member for one (1) year. Fifty-six (56) hour members must have at least ninety-six (96) hours of accumulated PTO and forty (40) hour members must have 36 hours of accumulated PTO. Participants must have authorized the City in writing to transfer their contribution and such authorization shall remain effective until withdrawn by written notice to the City Administrative Services Director and the Union.
 3. The City will transfer the contributions to the CSLB.
 4. Hours contributed become property of the CSLB and cannot be refunded.
- B. A Committee of three (3) members of the bargaining unit appointed by the elected officials of Local 4966, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the Committee, which shall have final authority.
 1. The Committee shall notify the Human Resources Administrator when a member applies and is accepted to participate in the CSLB.

- C. Participants may withdraw from the bank according to the following procedures:
1. The participant must produce a physician's certification stating they suffer from a personal debilitating illness or injury and has used all unused sick leave balance. The City reserves the right to require a second physician's opinion.
 2. Maximum withdrawal(s) for any one (1) illness, injury or complications arising thereof, shall be eight hundred and six (806) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of sixty-seven point two (67.2) hours.
 3. Allocations shall be determined by the Committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.
 4. Hours used from the bank may not result in double compensation when combined with other benefits such as Workers' Compensation.
 5. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
 6. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.
 7. Participants shall accrue all benefits while in CSLB.
- D. There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand five hundred (3,500) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section 15.10(A)(1) in order to become members of the CSLB.
- E. Progression of Leave Benefits.

In the event an employee is unable to work due to a non-job related injury or illness, the employee will utilize leave in the following order:

First: The first two consecutive 24 hour shifts following the off-duty injury/illness, the employee shall receive full base pay utilizing accumulated PTO.

Second: From the third consecutive shift following the off-duty injury-illness through the completion of the twenty-fourth (24th) week following the injury/illness, the employee shall receive sixty percent (60%) of pre-injury base pay as a taxable benefit as provided by CSLB and supplemental leave benefits necessary to bring total compensation including CSLB up to one hundred percent (100%) of per injury/illness base pay levels, using leave in the following order:

1. Any hours remaining in the employee's accumulated unused sick leave bank must be exhausted prior entering catastrophic leave, then
2. Any PTO hours the employee has remaining may be used to supplement the employees pay to one hundred percent (100%) of pre injury/illness levels through the end of the CSLB period.

ARTICLE 16: HOLIDAYS

16.1. Holidays.

Holidays recognized by the City under the PRR are normal workdays for employees on a Section 7(k) schedule.

Forty (40) hour employees shall be granted those City recognized holidays as listed in the PRR.

16.2. Personal Leave Day.

Employees on a Section 7(k) schedule will be entitled to two (2) paid Personal Leave Day each FY, provided, they have been employed six (6) consecutive months. The Personal Leave Day shall be treated procedurally in the same manner as PTO requests (they must be in writing and approved by the City). Should the member not be able to take the Personal Leave Day during the contractual year because of scheduling by the City, they will be paid twenty-four (24) hours pay at their straight time rate, at the end of the contract year, otherwise Personal Leave Days not taken by the end of the FY shall be lost.

Forty hour members will be entitled to two (2) paid Personal Leave Days each FY, provided, they have been employed six (6) consecutive months. The personal day shall be taken as a full day and requested in writing on the proper leave form prior to the chosen day. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The day will be used in the fiscal year, unless departmental management denies the request due to scheduling problems. In this event, the employee shall be compensated for the personal day (at their straight time rate) to which the employee was entitled but not able to use prior to the end of the fiscal year.

16.3. Special Holidays.

- A. Members covered by this Labor Agreement shall also enjoy all special holidays that are observed by the Employer during the term of this Agreement. Special Holidays are defined as non-regularly scheduled holidays established through City Commission action to commemorate a special event or occasion not regularly provided in other Employer documents.
- B. Any special holidays granted per Section 16.3 shall be compensated monetarily for fifty-six (56) hour work week employees at twelve (12) hours regular pay.

ARTICLE 17: GENERAL LEAVE WITHOUT PAY

17.1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Chief and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn and the employee recalled to service if determined to be operationally necessary by the City.
- C. All members on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of a member to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. A member granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Chief as soon as possible to discuss the possible return to work.
 - 4. No PTO leave, or holiday pay will be accrued or earned by a member for the time that the member is on leave without pay.
 - 5. A member, who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Chief and City Manager.
- D. A member returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the member may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the member may be terminated or the leave extended at the option of the City.

17.2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.
- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid Workers' Compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of

accumulated PTO, sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.

- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 18: GENERAL PROVISIONS

18.1. Residency.

Members covered by this Agreement may reside wherever they wish provided it does not adversely affect their ability to report to work as scheduled and on time.

18.2. Prevailing Rights.

- A. Members covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and working conditions enjoyed by the members at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The City has the right to adopt and to change General Orders and Departmental Regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of General Orders or amendments to General Orders, written input shall be requested from the Union and any input given by the Union shall remain as an attachment to the proposed General Order until adoption by the City.
- C. Members shall be furnished with a copy of any written reprimand, which they shall be required to sign. Signature of the reprimand shall serve as acknowledgment of receipt only and shall not constitute acceptance of the disciplinary action.
- D. The Union shall be allowed consultation privileges in the establishment of criteria upon which merit increases and bonus awards are granted.
- E. At the City's option, members covered by this Collective Bargaining Agreement shall be entitled to enjoy the benefits resulting from participation in special member programs that are observed by the City during the term of this Agreement. Special member participation programs shall be defined as infrequent or sporadic public service activities, for example: donations of blood to blood banks, nonprofit fund raising affairs, etc.

18.3. Appendices and Amendments.

No appendices and/or amendments can be made to this Agreement unless they are lettered, dated and signed by the Union and the City and properly ratified.

18.4. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

18.5. Workers' Compensation.

- A. The City will supplement Workers' Compensation for up to three (3) months at the employee's regular straight time rate of pay. This supplement is limited to the number of hours of the employee's regular schedule. After three (3) months, the employee may use accumulated but unused PTO, vacation and sick leave from the frozen banks leave to supplement Workers' Compensation subject to the limitations set forth in this Agreement.

- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law.
- C. Length of disability shall be determined by the City's physician in accordance with the Workers' Compensation Law.
- D. PTO accrual shall continue for a maximum of twelve (12) months for members who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness unless placed on leave without pay status.
- E. If the member's claim is later determined by law to be invalid, the member shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued PTO leave used to supplement Workers' Compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated PTO leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.

18.6. Light Duty.

- A. If a member is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Light duty is not guaranteed and the City shall not be required to create a position or work to accommodate a light duty request. If there is a position vacant at the time of the light duty request, for which the member is qualified and meets the requirements outlined by the member's physician, the member may be temporarily placed in that position. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the member is capable of performing in accordance with applicable law will result in termination of employment.
- B. The member will be paid his normal hourly rate for light duty work; provided; members on a Section 7(k) schedule in the Fire Department who are assigned light duty on another schedule shall have their normal hourly rate multiplied by 1.40.
- C. No sick leave will be charged for those hours worked while on light duty.

18.7. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement.

18.8. Uniforms.

All uniforms, shorts, T-shirts, Job shirts, safety shoes, hats, and protective clothing and devices (i.e., helmets, face protection, etc.) required by the City to be worn on duty by members covered by this Agreement shall continue to be furnished without cost to the members by the City, with the exception of IRS taxing requirements. However, if the member loses or abuses any of the furnished clothing or equipment, the costs for replacement of such shall be borne by the member.

18.9. Indemnification.

To the extent allowed by applicable law, the City shall provide a defense in all suits against members covered by this Agreement and protect said members from any liability as long as they are acting within the scope and authority of their employment.

18.10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of members that are lost, damaged or destroyed in the line of duty, except through member negligence, shall be replaced or repaired at the City's expense subject to the following restrictions. The City shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the member's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 5. Reimbursement for lost or damaged personal property must be approved by the City.

18.11. Outside Employment.

- A. Members will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the Fire Department as determined by the City.
- B. No member shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Chief.
- C. Members who engage in secondary employment shall do so only with approval of the Chief and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Members who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. All members are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Members may be subject to disciplinary

action under this section if they fail to report for emergency or overtime duty after being ordered to do so.

- E. The City may require proof of Workers' Compensation coverage by the outside employer when the employee works for an employer other than himself. A member shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Members may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the Chief.
- G. Members who are injured while working another job or jobs are required to notify the Chief, or his designee, immediately.

18.12. Letters of Recommendation.

- A. The members and/or the Union shall not make comments to prospective employers of members who have retired from or otherwise terminated employment with the City. All communication with prospective employers about former employees shall be by City Manager, or his designee.
- B. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

18.13. Ordinances.

The City shall notify the Union of any ordinance to be enacted by the City prior to its adoption if such ordinance may affect the working conditions, benefits or retirement of the members.

18.14. Group Insurance and Carousel Benefit Program.

A. Group Insurance

- 1. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered.
- 2. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
- 3. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
- 4. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

B. Carousel Benefits Program

1. A member may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the member is covered by another health plan.
2. A member wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
3. If approved by the City, the member will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
4. The member may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
5. It is the obligation of the member to advise the City in writing immediately in the event the member no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
6. The City reserves the right to withdraw its approval of a member's opts out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

18.15. Educational Reimbursement Program.

Section 25 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix III.

18.16. Travel Pay.

When a member is ordered to report to another station after reporting to the member's regular duty station and the member used his/her personal vehicle to travel to the other station, the member shall be paid mileage in accordance with GSA standards for personal vehicle use for the actual miles traveled from the regularly assigned duty station to alternate duty station. Payment shall be made from petty cash or by check at the City's option.

18.17. Drugs and Alcohol.

- A. PRR Section 24 is attached hereto and made a part hereof as part of Appendix II.
- B. A member shall have the right to have a Union representative present at any meeting with management involving his possible violation of this Section 18.17 provided that no undue delay is caused.

18.18. Smoking and Use of Tobacco Products.

- A. The City agrees to hire only members who do not smoke or use tobacco products on or off duty.
- B. Smoking or using any tobacco product, on or off duty shall be grounds for immediate dismissal.
- C. Other than provided above, PRR Section 26.01 shall apply to members.

18.19. Section 457 Plan.

Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to the plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the Union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 19: INOCULATION

The City agrees to pay reasonable expenses for inoculation or immunization shots for members and the member's immediate family residing in the member's household when such becomes necessary as a result of said member's exposure to contagious diseases in the line of duty. The member shall make all reasonable efforts to have this service performed at no cost by the County Health Department or other agency.

ARTICLE 20: SAFETY

20.1 **Safety Committee.**

A joint Safety Committee consisting of six (6) representatives from the Local 4966 (two (2) members from each shift) and designees from the Fire Chief. The Committee will make recommendations to the Fire Chief on both health and safety issues. The Committee will meet as often as needed to discuss issues for recommendation on how to maintain a safe and healthy work environment.

20.2 **Recommendations.**

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

20.3 **Equipment and Devices.**

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

20.4 **Return of Uniforms and Equipment.**

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

20.5 **Reporting.**

Members shall immediately report any and all unsafe or potentially unsafe conditions to the Chief, or his designee. After discussion with the Chief, the Safety Committee may report to the City Manager any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

ARTICLE 21: SENIORITY, LAYOFF AND RECALL

21.1 Definitions.

- A. City seniority shall be defined as the length of time since the member's most recent date of employment or re-employment with the City. City seniority shall be used for purposes of determining service awards and other matters based on length of continuous service with the City.
- B. Classification seniority shall be defined as length of continuous employment in a classification. Classification seniority shall be used in a consideration for layoff, recall, merit reviews and promotions.
- C. Departmental seniority shall be defined as length of continuous employment in the Fire Department. Departmental seniority shall be used for the purpose of scheduling vacations.
- D. Classification shall be defined as a group of members who share similar work duties as established by the City, i.e., Firefighter/EMT, Firefighter/Paramedic, Lieutenant/EMT, Lieutenant/Paramedic, etc.

21.2 Seniority Accrual.

Unless the law requires otherwise, seniority shall accrue during active pay status and during leaves without pay status, which do not exceed thirty (30) consecutive calendar days. Leaves of absence without pay for periods in excess of thirty (30) consecutive calendar days shall cause the seniority dates to be adjusted.

(EXAMPLE: If a member takes a leave of absence without pay for a six (6) month period and then returns to work, the member's seniority does not include the six (6) months period of leave without pay.)

21.3 Probation.

- A. All new members shall be placed on twelve (12) months probation in accordance with the following:
 - 1. Upon graduation from the Fire Academy, or
 - 2. From the date of hire if the new member has previously fulfilled the requirements of the State of Florida Firefighters Standards Council; or
 - 3. From the date of promotion if the member has been promoted or reclassified.
- B. Members on probation under A(1) and (2) above serve at the will and pleasure of the City.
- C. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the member was promoted, the member shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the member may be transferred to a vacancy within the same pay range subject to the approval of the Chief. If there are no vacancies, the member may seek to bump under Section 21.5 and if unable to do so will be dismissed but may be considered for any future vacancies for which the member is qualified.
- D. Extension of probation. Members out on leave, while on probation will have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken. Members shall not be removed from initial or promotional probation without the express, written approval by the Chief and City Manager.

21.4 Loss of Seniority.

Seniority shall be preserved except in the following cases:

- A. Separation from employment.
- B. Layoff exceeding twelve (12) months.
- C. Absence without authorized leave for two (2) work shift(s).
- D. Failure to report to the City the intention of returning to work within three (3) calendar days of receipt of certified mail of a recall offer notice.
- E. Failure to return from Military Leave within the time limits prescribed by law.

21.5 Layoff/Bumping.

- A. In the event of a layoff, the City shall notify the Union as far in advance as possible.
- B. There shall be three (3) classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.
- C. In the event the City decides to lay off members within a classification, the Chief will determine the number to be laid off, and the City will first lay off those members employed on a probationary basis in the classification.
- D. If further layoffs are necessary, selection from among regular, full-time members in the classification shall be made as follows:

Classification seniority shall be determinative as between employees the Chief determines have the same ability and skills to perform the work.

- E. The senior Lieutenant, who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- F. The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.
- G. The employee who bumps into a lower classification under paragraphs (E) or (F) above shall be paid in the classification to which he bumps just as if he were demoted.

21.6 Recall.

- A. Subject to Section 21.7 below, members in layoff status shall retain reemployment rights for twelve (12) months and shall have preference to employment over other outside applicants on eligibility lists.
- B. Recall shall be by job classification in reverse order of layoff so long as the employee to be recalled is qualified to perform the job.
- C. Recall shall be made by certified mail to the last address in the City's records. Within three (3) calendar days of receipt, the laid off member must advise the City in writing of the intention of

returning to work. Return will be arranged between the Chief and the member but must be within fourteen (14) calendar days of the member contact with the Chief unless the Chief agrees otherwise. If there is no response from the member within ten (10) calendar days from the date of mailing, the employee shall no longer have recall rights and shall be re-employed only at the option of the City.

- D. A laid off member who is temporarily unable to accept recall due to medical reasons, as certified by an attending physician, may request to be placed in a leave of absence without pay status for a period not to exceed thirty (30) calendar days.
- E. A member recalled within twelve (12) months of the layoff date shall keep the same seniority dates as had existed before the layoff.

21.7 Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the members laid off shall not be eligible for recall.

- A. Full-time members who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the member shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 2. The member's last annual performance evaluation must be satisfactory or better and the member must be on active duty not on leave of absence or suspension without pay.
 - 3. The member must have unsuccessfully sought to bump, unless there is no job to which the member may bump covered under this Agreement.
 - 4. The member must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Members who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22: PROMOTIONS AND TRANSFERS

22.1 **Promotion.**

- A. The City shall establish and maintain promotional criteria upon which promotional examination shall be made. The Union shall be allowed consultation privileges in the establishment of such criteria. All promotions shall be based upon formal examination, which is to include both written and oral elements.
- B. Promotions shall be based upon the requirements of the job position to be filled and the qualifications of the persons under consideration. The City shall include at least the following qualities in the promotional criteria:
 - 1. Post high school education including fire service training courses.
 - 2. Administration, management or supervisory training or experience in the fire service or related field.
 - 3. Responsible experience in the fire service or related field.
 - 4. Performance evaluations.
 - 5. Be an employee of the Department for three (3) continuous years.
- C. All members with the minimum qualifications shall be eligible to take promotional examinations.
- D. The selection shall be made as follows:
 - 1. Written, oral and practical examinations shall be given by the Chief, or his designees.
 - 2. Notice of the examinations, a listing of the study materials, the minimum qualifications for taking the examinations, and the minimum qualifying score on the examinations, if any, shall be posted on the Departmental bulletin boards not less than sixty (60) days prior to the first examination in the series.
 - 3. The Chief shall select from among the five (5) candidates with the highest total scores on the examinations when a permanent vacancy arises.
 - 4. Members on the promotion list will be removed if they are disciplined by suspension without pay, or demotion.
 - 5. The list shall be valid for eighteen (18) months.
- E. A member who is promoted to a position in a higher grade shall receive an increase in pay. The new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step. Progression of the member from the current step to the next higher step in the pay plan shall continue in accordance with APPENDIX I of this Agreement on the individual member's anniversary date in the new classification.
- F. A member who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.
- G. A member who is demoted to a position in a lower grade shall receive a decrease in pay to the STEP in the new classification necessary to reduce the member's pay by not less than five percent

(5%). The new pay shall be frozen for two (2) calendar years following the demotion or until the new pay is equal to or less than the appropriate pay STEP for the new position wherein the member shall be entitled to progress from the demoted STEP to the next higher STEP in the pay plan in accordance with Section 24.2 of this Agreement.

22.2 Transfers.

- A. All members in this bargaining unit shall have the right to request a transfer to any vacant position.
- B. Except for promotions under Section 22.1, when a position is vacant in the Fire Department, members desiring transfers to that position must submit written transfer requests to their lieutenant prior to the position being advertised.
- C. All transfer requests must show present assignment, desired assignment and date of request. Transfer request will be kept on file for six (6) months and may be renewed if requested in writing by the member.
- D. Departmental seniority shall be considered when filling a position by transfer. Final authority for any transfer rests with the City.
- E. When a member is transferred from Firefighter EMT to Firefighter Paramedic, the new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step before the transfer. The transfer shall not change the employee's anniversary date.

ARTICLE 23: WORK WEEK AND OVERTIME

23.1 Hours Worked.

- A. The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 PM.
- B. The work period shall be two hundred twelve (212) hours in a twenty-eight (28) day work cycle with a normal schedule of twenty-four (24) hours on and forty-eight (48) hours off.
- C. Work hours include all time a member is required to be on duty or on the Employer's premises, or at a prescribed work place, provided time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Continuing education courses, attended for the purpose of maintaining state or county certification shall not be considered as work hours if the member has not availed himself/herself of the opportunity to attend such course while on duty. Administration reserves the right to consider special circumstances.
- D. Those members in the classification of Fire Inspector will be on a forty (40) hour per week schedule. The work week shall be Monday through Friday, beginning at 0800 hour and ending at 1700 hour with a one (1) hour lunch period, unless otherwise mutually agreed to by the employee and departmental management.

23.2 Overtime.

- A. Overtime
 - 1. FLSA Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day work period.
 - 2. Premium Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours in excess of their regular schedule in the fourteen (14) day work period.
 - 3. Time Counted

Actual hours worked ("sweat hours"), PTO, Kelly days, conference/training time, special assignments made pursuant to Section 23.6 below and jury duty shall be considered as hours worked for determining eligibility for overtime under subsections (A)(1) and (A)(2) above. No other time such as unscheduled PTO and personal days shall be considered as hours worked.
- B. Regular Rate

The regular rate for members shall be calculated by dividing their base annual salary by 2912.
- C. Duplication

There shall be no duplication or pyramiding of overtime or overtime and premium pay.

D. Overtime Call Back

1. As a means by which to compensate members for inconvenience resulting from an ordered return to work on an unexpected basis after completing a regularly assigned shift of work, not to be confused with being held over from one shift to the next; not to be associated or confused with monthly or planned department shift of work, not to be associated or confused with monthly or planned department shift/work schedule or anticipated additional work requirements, overtime pay shall be paid for the actual time worked plus the member shall receive one (1) hour bonus pay, provided the minimum pay per call back occurrence shall be equivalent to three (3) hours of the regular hourly pay, including the one (1) hour bonus pay.
2. A member shall not receive call back bonus pay for more than two (2) occurrences in a twenty-four (24) hour period. If the member is called back to work more than two (2) times in a twenty-four (24) hour period, the member shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.
3. A member who is called back either twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled shift shall not receive the call back bonus but shall receive the overtime pay.
4. Overtime paid at the rate one and one-half (1½) times normal pay rate shall be paid when a member is ordered back to duty due to the declaration of a natural disaster by the Mayor, Governor or U. S. President for all hours worked in excess of regularly scheduled work hours.
5. Overtime call back shall be done by using a rotating list, calling the first qualified member on the list to fill the needed position. If a member cannot be contacted, or declines the overtime, that member's name would remain in the same position on the list. If a member accepts the overtime, their name would be removed from the current list and added to the bottom of the list. In cases of an emergency, upon exhaustion of the list, the first member contacted is required to work the call back; otherwise, the member with the least job classification seniority who can be contacted in the classification called back will be required to work.

If the overtime position needed is less than ten (10) hours in a twenty-four (24) hour shift, the member accepting the overtime will have their name remain in the same position on the list.

If a member is required to work mandatory overtime, (i.e. held over from one shift to another or required to attend mandatory training, or assigned a special event), their name will remain in the same position on the list. For purposes of this Section only, mandatory overtime shall be paid at time and one half regardless of sick leave use during the pay week. A member who works mandatory overtime shall not be required to work more than one (1) mandatory overtime in one (1) pay period.

23.3 Work Schedule of Shift Changes and Transfers.

It is the intent of this Agreement that the City shall not transfer members or make work schedule or shift changes unless it is necessary for the efficient or effective operation of the Fire Department. Whenever possible, transfers of work schedule or shift changes shall be announced ten (10) calendar days before the change is to take place. Further, the City agrees to consider departmental seniority in developing of work schedule or shift changes whenever practical.

23.4 Exchange of Duty Time.

Upon approval by the Chief, or his designee, members may exchange on-duty time under the following conditions:

- A. There would be no additional burden or expense upon the City.
- B. The request shall be made in writing to the Fire Chief, or his designee
- C. The exchange must be approved by the Fire Chief, or his designee prior to the exchange.
- D. Each exchange of time shall be limited to one (1) twenty-four (24) hour period.
- E. The member being relieved shall not be eligible for Workers' Compensation or other associated benefits, which would ordinarily be connected with an on-duty injury but shall be eligible to receive the regular salary for the fill-in period.
- F. The person working the time shall be covered by all applicable benefits in case of on-duty injury while filling in but shall not receive compensation for the fill-in period.
- G. The member agreeing to fill-in for another shall remain on duty for the full period of time. Time off for the member filling in shall be permitted only in cases of emergency or sickness. However, if the member agreeing to fill-in time for another is sick during the scheduled time change, the member agreeing to fill-in shall be charged for any additional costs incurred by the City as a result of calling in yet another member to fill-in unless specifically exempted by the City as a result of unusual circumstances.
- H. Members shall be allowed trade a "Kelly Day" within shift if done during the same FLSA cycle under the conditions as specified in this article.

23.5 Relief.

It is the intent of the City to provide relief at any working incident, which exceeds four (4) hours.

23.6 Extra Work.

- A. Any type of function or special event within the corporate limits of St. Pete Beach, which would require extra fire or EMS services (as determined by the Employer) to assist with said function or special event shall utilize members before requesting assistance from any other fire or EMS organization.
- B. No member shall be pressured to volunteer services.
- C. When operationally feasible, extra work under subsection A above will be posted three (3) days in advance. Selection from employees who sign up for the work will be made by job classification seniority. If sufficient employees do not sign up, employees will be mandatory assigned in accordance with departmental past practice.
- D. Extra work performed under Section 23.6(A) for outside entities or the City shall be considered as hours worked for determining eligibility for overtime.

ARTICLE 24: PAY PLAN

24.1 Annual Base Salary and Classifications.

- A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement. The Pay Plan for the period of this contract is set forth in Appendix I.
- B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City. Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 21, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City, transferred to another department or division.

- C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.
- D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT.
- E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.
- F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

24.2 Progression in the Pay Plan.

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date. The annual performance evaluation shall determine the member's eligibility progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally. Progression of the Pay Plan during this contract period in a fiscal year (FY) will be as follows:

- A. For FY 2016/2017: As a result of the Classification and Compensation study, effective October 1, 2016 members will be given a pay adjustment according to the attached Appendix IV FY16 STEP Adjustment and then progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan.
- B. For FY 2017/2018: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan.
- C. For FY 2018/2019: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan.
- D. Employees have no expectation of any increase in their wages or benefits, including STEP increases, after the date of the termination of this Agreement absent a successor agreement or final

action by the Legislative Body of the City pursuant to FS 447.403, providing for such increases or improvements.

- E. Members shall only be awarded steps as outlined in the attached plan.

24.3 Acting Lieutenant.

- A. Whenever a member is required to serve as an Acting Lieutenant for minimum of one (1) hour, the member shall be compensated an additional one dollar (\$1.00) per hour for all hours worked in such acting capacity.
- B. All Acting Lieutenant assignments shall be made on the basis of qualifications for such assignments in the judgment of the City.
- C. The Lieutenant assigned to Station 23 shall be paid an additional one dollar (\$1.00) per hour when assigned as shift commander.

24.4 Kelly Days.

Members will be given a twenty-four (24) hour shift off with pay every thirteenth (13th) shift in lieu of paid holidays effective October 1, 2013, but no more than nine (9) in any fiscal year.

Forty (40) hour employees will not be eligible to receive Kelly Days.

24.5 Extra Pay for Special Assignments or Certifications.

Employees shall be eligible for special pay based on State of Florida certification or special assignment by the Fire Chief as follows:

Certification	Eligibility	Extra Pay	MAX/MIN Employees
Engine and Truck Driver	As assigned	.50 cents per hour	N/A
SCBA	When designate by Chief, or designee	12.5 cent per hour	Maximum of three (3)
Acting Lt.	When assigned	\$1.00 per hour For Hours worked in acting capacity	N/A
Shift Commander	When assigned	\$1.00 per hour for hours worked as Shift Commander	N/A
Fire Officer I (State of Florida Certification Required)	EMTs and Paramedics only	12.5 cents per hour beginning first pay period after State verification of certification	All EMTs and Paramedics

- A. Loss of Certification will result in cessation of extra pay.
- B. Employees are required to provide evidence satisfactory to the City of current certification and to notify the Chief immediately upon the loss of any certification.

ARTICLE 25: ENTIRE AGREEMENT

- 25.1** The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 25.2** By mutual agreement, discussions may be held during the contract period on any subject.

ARTICLE 26: SAVINGS CLAUSE

- 26.1** If any article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Both the City of St. Pete Beach and the International Association of Firefighters believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay, and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

- 26.2** In the event of invalidation of any article or section of this agreement through legislative actions or enforceable rulings from a state or federal court both the City and Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 26.3** Whenever the male gender is referred to in this Agreement, it shall be construed to include both male and female members.
- 26.4** Should any State Statute numbers change during the term of this Agreement, both the City and the Union agree to meet and replace the changed State Statute number with the new State Statute number which corresponds to the subject matter in the Agreement.

ARTICLE 27: PENSION

The City and the Union agree that the CITY OF ST. PETE BEACH FIREFIGHTERS' RETIREMENT SYSTEM shall remain unchanged unless changed through mutual consent of the City and the Union.

ARTICLE 28: DURATION OF CONTRACT

This contract shall be effective upon ratification by the bargaining unit and the City Commission and shall remain in full force and effect until September 30, 2019.

By: _____
Mayor, Alan Johnson

By: _____
, Local4966, IAFF

By: _____
Wayne Saunders, City Manager

By: _____
, Local 4966, IAFF

Date

Date

APPENDIX I: PAY PLAN

St. Pete Beach Fire Department Pay Plan						
Pay Grade	Class Code	Class Title	Annual Min	Annual Max	Hourly Min	Hourly Max
200	INSPECTOR	Fire Inspector	\$41,609.00	\$62,205.00	\$20.004	\$29,906
201	FFEMT	Firefighter/EMT	\$41,609.00	\$60,458.00	\$14.29	\$20.76
202	FFPARA	Firefighter/Paramedic	\$46,935.00	\$68,197.00	\$16.12	\$23.42
203	LTEMT	LT./EMT	\$56,625.00	\$72,299.00	\$19.45	\$24.83
204	LTPARA	LT./Paramedic	\$59,457.00	\$75,914.00	\$20.42	\$26.07

St. Pete Beach Fire Department Step Plan																	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
200	INSPECTOR	41,609	42,739	43,900	45,093	46,319	47,577	48,870	50,198	51,561	52,962	54,401	55,880	57,398	58,957	60,559	62,205
201	FFEMT	41,609	42,734	43,890	45,077	46,296	47,549	48,835	50,156	51,512	52,906	54,337	55,806	57,316	58,866	60,458	
202	FFPARA	46,935	48,204	49,508	50,847	52,222	53,635	55,086	56,576	58,106	59,678	61,292	62,950	64,652	66,401	68,197	
203	LTEMT	56,625	58,637	60,720	62,877	65,111	67,424	69,819	72,299								
204	LTPARA	59,457	61,569	63,756	66,021	68,366	70,795	73,310	75,914								

APPENDIX II: SECTION 24 – DRUG-FREE WORKPLACE AND ALCOHOL POLICY

24.01. Policy.

The City's Drug-Free Workplace Policy is aimed at insuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a commercial driver's license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

24.02. Prohibitions.

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

24.03. Use of Legal Drugs.

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

24.04. Testing

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
 - 1. Amphetamines
 - 2. Barbiturates
 - 3. Benzodiazepines
 - 4. Cannabinoids (marijuana)
 - 5. Cocaine
 - 6. Methodone
 - 7. Methaqualone

8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (pcp)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances.

Subject to applicable law:

1. Employees in special risk and safety sensitive positions.

- a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers authorized to carry a weapon, firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
- b. Applicants and employees are subject to testing on the same basis as other employees under Section 24.04(B)(2). Except to reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 24.08.

2. Non-Safety Sensitive/Special Risk Employees.

- a. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- b. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 24.02(A) or (B).
- c. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;

- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

- 1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non- prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
- 2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
- 3. For tests under Section 24.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
- 4. Employee may upon his request have a representative present at said meeting, however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
- 5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
- 6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of Florida Statute 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
- 7. The common and chemical names of the substances identified in Subsection A above, a copy of Florida Statute 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

24.05. Reporting And Conviction Of Alleged Crimes Including Drugs Or Alcohol.

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome or any criminal case that may be brought against the employee.

24.06. Discipline For Violation Of Policy.

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however; if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/ or the medical review officer.

24.07. Employee Injured On The Job.

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all Workers' Compensation medical and indemnity benefits depending on applicable law.

24.08. Employee Assistance Program.

The City has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.
- B. Other Employees. In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave

may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.

- C. Return To Work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. Re-testing. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

24.09. Reporting Violation Of The Policy.

- A. Reporting Violations. It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good Faith Reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

24.10. Coordination With Administrative Services.

All action taken by members of management under this Section 25 must be coordinated through Human Resources to ensure compliance with all applicable laws.

APPENDIX III: SECTION 25 – EDUCATIONAL INCENTIVES AND BENEFITS

25.01 Tuition.

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

25.02 Eligibility.

- A. Fulltime employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be taken.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

25.03 Requests And Payment.

- A. The employee must request to their Director, in writing prior to new fiscal budgets being finalized, by submitting an application to their Director with a school schedule attached prior to enrollment. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida college or university; however, tuition reimbursement shall be paid at the public college or university tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the course.
- C. The employee shall submit to the Personnel Office the final grade, certification, or degree (if applicable) and paid receipts in order to receive reimbursement.

25.04 Repayment By The Employee.

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year, or longer depending on applicable law or departmental policy, from date money is received, or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

25.05 Schedules.

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

25.06 Incentive Pay.

When the state or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the Personnel Office of employees in their Department who are eligible for such pay.

APPENDIX IV – FY16 STEP ADJUSTMENT

Name	Position	Current Step	New Step
Barber, Robert	Firefighter/EMT	P	12
Barr, Tyler	Firefighter/EMT	C	2
Collins, Zachary	Firefighter/Paramedic	C	2
D'Amico, Kevin	Firefighter/EMT	D	4
Dahlstrom, Brian	Lieutenant/EMT	C	2
Hays, Michael	Firefighter/Paramedic	B	1
Hosch, Jacob	Firefighter/Paramedic	B	1
Loggins, Troyton	Firefighter/EMT	C	2
Mandia, Chris	Firefighter/EMT	L	10
Perna, Terry	Firefighter/EMT	N	11
Peterson, Brian	Firefighter/EMT	L	10
Roach, Mark	Firefighter/EMT	P	12
Sanford, Shawn	Firefighter/EMT	K	10
Stearns, Troy	Lieutenant/EMT	E	4
Strong, Patrick	Firefighter/EMT	D	4
Sweeney, Blake	Firefighter/Paramedic	B	1
Vail, Coleman	Firefighter/Paramedic	B	1
Benefield, Joshua	Firefighter/Paramedic	H	9
Garnett, Brian	Firefighter/Paramedic	H	9
Hehenberger, Stewart	Firefighter/Paramedic	H	9
Hinds, Nicholas	Firefighter/Paramedic	C	2
Holt, Charles	Lieutenant/Paramedic	B	2
Keenan, Mark	Lieutenant/Paramedic	F	5
Marino, James	Firefighter/Paramedic	B	1
Mattson, Aaron	Firefighter/Paramedic	E	5
Milner, Philip	Lieutenant/Paramedic	H	6
Paglicco, Andrew	Firefighter/Paramedic	C	2
St. John, Michelle	Lieutenant/Paramedic	F	5
Wing, Jason	Firefighter/Paramedic	C	3



AGREEMENT

BETWEEN

THE CITY OF ST. PETE BEACH

AND

THE INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS - LOCAL ~~2266~~4966



OCTOBER 1, 201~~3~~16 THROUGH SEPTEMBER 30, 201~~6~~19

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ARTICLE 1: PREAMBLE

1.1 Parties.

In accordance with the State of Florida Public Employee Collective Bargaining Statute, this Agreement is entered into by and between the City of St. Pete Beach, a municipality in the State of Florida, hereinafter called the "City", and the International Association of Fire Fighters, Local ~~2266~~ 4966, hereinafter referred to as the "Union". This Collective Bargaining Agreement is applicable for members as defined in Certificate Number 176 issued to the International Association of Fire Fighters, Local ~~2266~~4966, in accordance with the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006.

1.2 Purpose.

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and the members, both individually and collectively, and the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement.

ARTICLE 2: RECOGNITION

2.1 Recognition of Union.

The City of St. Pete Beach hereby recognizes the International Association of Fire Fighters, Local ~~22664966~~, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all members in the bargaining unit.

2.2 Bargaining Unit.

The bargaining unit for which this recognition is accorded is defined in the certification granted by the Public Employee Relations Commission on December 15, 1975 and amended and clarified on September 29, 1986 and October 4, 2006 comprised of all full time members within the City of St. Pete Beach Fire Department employed in the classifications of firefighters/EMT, firefighter/paramedics, fire inspectors, up to and including EMT and Paramedic lieutenants. All other members, in other ranks and positions, shall be excluded from this bargaining unit.

2.3 Recognition by Union.

The International Association of Fire Fighters, Local ~~22664966~~, hereby recognizes the City of St. Pete Beach City Manager or his/her representative as the City's representative for the purpose of collective bargaining.

2.4 Members.

Whenever "Union" member is mentioned in this contract it shall mean a person that has taken the oath of Local ~~22664966~~ and pays dues to the Local; otherwise "member" shall mean a member of the bargaining unit covered by this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General.

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. The City retains the right, subject to the limitations specifically expressed in this contract, to establish and implement rules and procedures, in accordance with applicable laws, governmental regulations and the provisions of the City Personnel Manual including, but not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies and/or departments.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the members of the City, including the establishment of work hours as provided in this Agreement.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain members in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve members from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of members to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions, and members assigned to an organization, unit, department or project.
- L. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.
- M. To establish, implement and maintain an effective internal security practice.
- N. To promulgate, implement, delete, and enforce any rules concerning member practices or working conditions.
- O. ~~To establish and grant, at its sole discretion, merit increases or bonuses, in addition to the annual base salary provided in Article 24.~~

3.2 **Emergencies.**

If determined by the City Commission that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane or tornado conditions, epidemics, public employee strikes or other similar catastrophes, the City Manager may suspend PTO and other leaves of absence during the time of the declared emergency. All other provisions of the Agreement shall remain in effect, except processing of grievances may be delayed until the emergency condition ceases.

3.3 The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

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ARTICLE 4: STRIKES AND PICKETING

4.1 Strikes Prohibited.

Members covered by this Agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibit them individually or collectively as public members from participating in a strike against the City of St. Pete Beach, the City, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the City's Personnel Manual.

4.2 Penalties.

Any member covered by this Agreement who participates in, is a party to or promotes any of the actions outlined in Section 4.1 shall be subject to disciplinary action up to and including discharge.

ARTICLE 5: NON-DISCRIMINATION

5.1 **No Illegal Discrimination.**

Neither the City, the Union, nor its members shall unlawfully discriminate against any employee with regard to Union membership or activities or on the basis of age, race, color, sex, religion or national origin or disability.

5.2 **Probationary Employees.**

All new members on probationary status shall be eligible for membership in the Union.

5.3 **Non-Union Members.**

Nothing in this Article is intended to waive the Union's right to decline representation of a nonunion member in the processing of a grievance in accordance with applicable law.

ARTICLE 6: ABSENCE FROM DUTY FOR UNION BUSINESS

6.1 Definitions.

For the purpose of this Article, Union Officials shall be defined as the President, Vice President, Secretary, and Treasurer or their Designee of the International Association of Fire Fighters, Local ~~2266~~4966.

6.2 Union Business.

- A. Up to one (1) employee Union official as defined in Section 6.1 above shall be granted up to three (3) consecutive shifts or days for forty (40) hour employees without pay to attend off-duty IAFF conferences and business provided the employee (1) requests such leave not less than seventy-two hours (72) in advance, and (2) receives permission from the Chief. In situations that could not be foreseen by the employee, the Chief may waive or lessen the request requirement.
- B. The Union steward on the shift shall be allowed to investigate a matter which could rise to the level of a contractual grievance during down time without loss of pay so long as it does not interfere with operations or the work of other on-duty employees, provided this privilege may be withdrawn by the Chief in the event it is abused.
- C. Off-duty Union stewards shall be permitted access to the station during down time to conduct Union business so long as the Chief determines it does not adversely affect operations or interfere with the work of on-duty employees.
- D. Up to three (3) employees will be relieved from duty without loss of pay to engage in collective bargaining negotiations with the City Manager's negotiating team, provided there is no overtime cost to the City to fulfill the Departmental manning requirements.
- E. Approved leaves under this section may be cancelled by the Chief in case of a civil emergency or to ensure proper manning as necessary to ensure public safety and fulfillment of the Departmental mission.

6.3 Other Union Business.

The Chief may agree that activities of Union officials other than as provided in Article 9, will not result in a loss of pay if he determines the absence from duty will not affect efficient operations.

6.4 Union Pool and Trade Time.

- A. Union members shall contribute six (6) hours annually of PTO leave towards a pool of time which may be drawn upon at the discretion of the Union. Donations of PTO leave to this pool must be in increments of six (6) hours and processed in writing upon Union forms. ~~Transfers by the City will be made upon receipt of Appendix 3, executed by the employee. Transfers shall be made upon notification to Administrative Services by the Union.~~ The Union will notify the Chief, or his designee, as to disbursement of Union pool time.
- B. Pool time may be disbursed by the Union for the following reasons:
 - 1. Any unpaid activity covered by Section 6.2 above or under Article 9.
 - 2. Approved unpaid absences due to the employee's membership on a pension board for a retirement plan sponsored by the City.

- 3. Any other off-duty, non-paid activity directly related to the representation of City employees in the bargaining unit covered by this Agreement.
- C. The Union shall provide the City with an accounting of pool time on or before October 15 of each year.

ARTICLE 7: CHECKOFF

7.1 **Written Authorization.**

Members covered by this Agreement may authorize the City, in writing, to deduct Union dues from their pay and six (6) hours of PTO. Said authorization shall be on a form that meets the requirements of law which shall be supplied by the Union.

7.2 **Continuation.**

Members participating in the dues payroll deduction program may continue to do so as long as the Union remains the certified bargaining agent for the members.

7.3 **Amount.**

The Union shall certify in writing to the City any change in Union dues to be deducted from the wages of members who have authorized such deductions. This request by the Union shall be submitted at least one (1) month in advance of the effective date of any changes.

7.4 **Remittance of Dues.**

Union dues shall be deducted by the City every pay period [twenty-six (26) times annually] and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) calendar days thereafter.

7.5 **Hold Harmless.**

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City on account of the payroll deductions. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employee.

7.6 **Revocation.**

The member will provide both the City and the Union with a thirty (30) day notice prior to any and all Union dues revocation. The payroll deduction shall be revocable by the member notifying the City and the IAFF in writing.

ARTICLE 8: REPRESENTATION

8.1 Stewards.

There may be one (1) Union steward for each fire station for each shift.

~~8.2 Grievance Committee.~~

~~The City agrees to recognize a Union Grievance Committee, which shall consist of not more than three (3) members of the bargaining unit.~~

~~8.38.2~~ Committee Members.

The names of the Grievance Committee members shall be given in writing to the Fire Chief or his/her designee, as well as any change in such list prior to the effective date of their assuming duties of office. Such notification shall be made by any officer of the Union.

~~8.48.3~~ Solicitation by Union.

Solicitation of membership and the collection of Union money shall not be engaged in during duty hours.

~~8.58.4~~ Solicitation for Charities.

Solicitation for recognized charitable organizations may be conducted during duty hours with prior written approval of the City.

~~8.68.5~~ Use of Department Meeting Room.

Requests for use of the Fire Department meeting room shall be made in writing to the Fire Chief at least twenty-four (24) hours prior to the requested meeting date.

~~8.78.6~~ Copies.

A copy of a special order, general order, training order, SOP or City PRR, affecting union members, shall be made available to the Union.

ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

9.1 General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City and employee, or group of members, involving the interpretation or application of this Agreement, including disciplinary action. If the dispute involves the interpretation or application of this Agreement, an employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved members or by the Union as a general or class grievance when the matter being grieved involves issues common to more than one (1) employee. A Union general grievance shall be initially submitted at Step Two to the Chief within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. Time spent by members and Union representatives in processing grievances on City property through Step 3 while on duty, shall not result in a loss of wages or benefits, provided they shall conduct themselves at all times so as to not interfere with their work, the work of other members or the operations of the Department, and they shall obtain permission from their immediate supervisor when they are going to be away from their work station for more than ten (10) minutes.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Chief or City Manager.

9.2 Grievance Procedure.

- A. Step One - The aggrieved employee, with or without representation, or the Union shall submit a written grievance ~~(on a form supplied by the Employer)~~ to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
 - 1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.

2. The article (and section as appropriate) of this Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
5. The date submitted.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within seven (7) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee may submit a written appeal to the Chief within seven (7) calendar days after receipt of the immediate supervisor's written answer.

Within seven (7) calendar days after receipt of the written appeal, the Chief will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within seven (7) calendar days after this meeting, the Chief shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the City Manager within seven (7) calendar days after the Chief's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Chief within seven (7) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

9.3 Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within fourteen (14) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to arbitrate under the same conditions and financial obligations as the Union.

~~B. Within five (5) calendar days after the date of receipt of the arbitration request, the Union and the City Manager shall meet or confer by phone for the purpose of attempting to jointly select an arbitrator.~~

- ~~C.B.~~ If the parties fail to mutually agree upon an arbitrator, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.

D.C. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A)

E.D. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.

F.E. The arbitrator's fee and expenses and the fees for the appearance of the court reporter along with the costs associated with the arbitrator's copy of the transcript (if requested) shall be borne equally by the parties to the arbitration.

G.F. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.

H.G. The arbitrator shall be requested to render his decision as quickly as possible.

I.H. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.

J.I. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, unless either party appeals.

9.4 **Limitations.**

Claims of a violation of any law, including those referred to in Articles 5, 13 and Section 10.1 shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10: MEMBER RIGHTS

10.1 **Firefighter Bill of Rights.**

The City shall comply with "The Firefighters Bill of Rights".

10.2 **Resignation.**

A member under investigation shall not be told that if he does not resign from the department criminal charges will be brought against him.

10.3 **Discipline.**

No member shall be disciplined or discharged without just cause.

10.4 **Inspection and Copying.**

All members shall have the right to inspect and make copies of their personnel records.

10.5 **Adverse Action.**

No adverse action shall be taken against a member because he exercises rights provided in this Article.

10.6 **Relieved From Duty.**

Employees relieved from duty for alleged violations of the law and/or departmental and/or personnel rules and regulations shall remain on full salary and allowances until the pre-disciplinary hearing is concluded so long as the employee and his representative are available within five (5) calendar days of notice of the possible disciplinary action but may thereafter be placed on leave without pay until the Chief makes his final decision as to what disciplinary action, if any, is to be taken.

ARTICLE 11: BULLETIN BOARDS AND CITY E-MAIL

11.1 Location and Size.

At each fire station a Union bulletin board may be erected and maintained by Union Officials. The bulletin boards shall not exceed eight (8) square feet in area and shall be rectangular. Each bulletin board shall be located in the lounge area. The bulletins may be used only for posting:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of elections.
- C. Notices of Union appointments and other official business.
- D. Notices of Union meetings.

In addition, IAFF members who have access to City computers may receive e-mail copies of Union business posted on the assigned bulletin board.

11.2 Signing.

All notices posted shall be signed by a Union Official as defined in Article 6.1 of this Agreement.

11.3 Filing with Chief.

Duplicate copies of all notices posted and e-mails sent shall be submitted to the Fire Chief for his/her file. Any material found on the Union bulletin boards not on file with the Fire Chief or not signed by a member of the Union executive board shall be removed by any Fire Department officer.

11.4 Condition and Costs.

All costs incident to preparing and posting Union notices and maintaining Union bulletin boards will be borne by the Union. The Union is responsible for maintaining the Union bulletin boards in an orderly condition.

ARTICLE 12: BEREAVEMENT LEAVE

12.1 **Paid Leave.**

Members covered by this Agreement shall be granted, upon approval of the City, up to twenty-four (24) consecutive work hours off with pay at the straight time rate in the event of a death in the member's immediate family for attendance at the funeral. For out-of-state funerals, the member will be granted additional leave with pay for attendance at the funeral for up to a maximum of twenty-four (24) hours.

Members who work a forty (40) hour week will be entitled to up to twenty-four (24) hours with pay if the funeral is in the State of Florida and up to forty (40) hours with pay if the funeral is out-of-state.

12.2 **Member's Immediate Family.**

For the purpose of this Article, the member's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

12.3 **Charging.**

Bereavement leave shall not be charged to PTO, except as specifically provided in Section 12.4.

12.4 **Additional Time.**

Should a member require time in addition to that provided in Section 12.1 of this Article, the member may request additional time from the Fire Chief, or his/her designee. Upon approval by the Chief, any additional time used shall be charged to PTO, provided the member has accrued sufficient time, otherwise the member shall be considered in a leave without pay status.

12.5 **Requirements for Pay.**

If requested, the member shall provide the Fire Chief with proof of death in his/her immediate family and that he attended the funeral or matters associated with the death before compensation is approved.

ARTICLE 13: MILITARY LEAVE

A military leave of absence will be provided to members who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14: COURT ATTENDANCE AND DEPOSITIONS

14.1 Witness Leave for the City.

Subject to Article 9, members who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

14.2 Other Court-Related Leave.

- A. Subject to 14.1 above, those members who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for PTO or personal days under Article 16.
- B. Unless they are parties in the action, members subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 14.3(A)-(D).

14.3 Jury Leave.

For members called to jury duty, the City shall make up the difference between a regular full-time member's pay for his normal schedule provided the member:

- A. Advises the Chief no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Chief, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. A member who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

14.4 Return to Work.

Members who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

14.5 Reporting.

A member subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15: PAID TIME OFF (PTO)

15.1 **Definition.**

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

15.2 **Eligibility.**

All full-time employees will be eligible to accrue PTO time. No other employees, including Part-time employees shall accrue PTO.

15.3 **Usage of PTO Leave.**

PTO leave may be used for the following purposes (subject to 15.5 below):

- A. Approved Vacation.
- B. Bona fide sickness or injury.
- C. Absence for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
 - 6. Any other approved absence.
- D. To supplement FMLA leave, ~~short term disability leave~~, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

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15.4 **Accrual.**

- A. Commencing the first payroll following ratification of this Agreement, full-time employees shall accrue PTO leave each payroll as provided in 15.4(C) below:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

C. Accrual Rates.

<u>Completed Continuous Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>	<u>Max Accrual End of FY</u>
0 to 59 months	7.385 hours	192 hours	360 hours
60 to 119 months	9.692 hours	252 hours	420 hours
120 + months	12.000 hours	312 hours	480 hours

15.5 Approval.

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's department ~~head-director~~ to be for reasons beyond the control of the employee if it does not cause overtime. Scheduled PTO may be taken with less advance notice if available slots remain.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.
- C. When a leave is for FMLA or an absence resulting in three (3) consecutive days, or two consecutive shifts for Fire Department personnel due to sickness or injury, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.
- D. Approval may be withdrawn to meet manning requirements or operational needs.

15.6 Charging Time.

PTO time will be charged for the time the employee is away from work in increments of not less than one (1) hour, except in the case of an excused absence under Section 15.5(B) or FMLA under Section 15.5(C). The minimum shall be one half (1/2) hour.

15.7 Unused PTO Time.

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours (for employees with less than 5 years of service), 420 hours (for employees with more than 5 years but less than 10 years) and 480 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited.

15.8 Payment of Unused PTO.

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours (for employees with less than 5 years of service), 300 hours (for employees with more than 5 years but less than 10 years), and 360 hours (for employees with more than 10 years of service).
- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 224 hours (for employees with less than 5 years of service) 280 hours (for employees with more than 5 years but less than 10 years), and 336 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.
- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of severance:
 - 1. Use of official position for personal advantage.
 - 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, Workers' Compensation, or any other benefit.
 - 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 - 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment. Police Officers transporting controlled substances or alcohol as evidence are excluded from this provision.
 - 5. Stealing from the City.
 - 6. Intentionally causing the City to be found in violation of Federal or State law.

~~15.9 Unused Vacation Leave Balance as of October 1, 2013.~~

- ~~A. Employees with a vacation balance as of the date of ratification of this agreement will retain that balance and will have three (3) years from the implementation of this policy to exhaust that balance for any reason set forth in 15.3 above. Thereafter, any balance may only be used for a reason set forth in 15.3(B) or (D) above. All accrued vacation must be exhausted before any PTO accrued after 10/1/13 may be used.~~
- ~~B. Should the employee separate from his/her employment, or die while in service, they or their beneficiary will be paid any remaining vacation leave balance in accordance with the Personnel Rules and Regulations, Section 16.08, in effect before October 1, 2013.~~

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15.9 Unused Sick Leave Balance.

- A. Upon implementation of this policy, sick leave balances as of the date of ratification of this agreement will be retained and only be available for use in a "catastrophic" situation. Catastrophic is defined as any illness lasting longer than seven (7) consecutive working days, or three (3) consecutive shifts for fire personnel. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.

Upon separation of employment, or death while in service, the hours remaining in the employee's sick leave bank ~~on the date of ratification of this agreement~~ will be paid out at the employee's then current hourly rate based on the formula set forth below in subsection B below, provided there shall be no pay out if:

1. An employee who ~~wishes to resign~~ **s and does did not** give at least fourteen (14) calendar days written notice of the intention to resign; or
2. An employee terminated for a reason listed in 15.8 (d) above; ~~or~~

B.

<u>Years of Service</u>	<u>% of Sick Leave Payment</u>
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

C. Sick Leave Payment at Death

In the event of the employee's death, the amount of Unused Sick Leave Balance to which the employee would be entitled to in 15.9(B) above will be paid to the designated beneficiary listed on the form for his/her City life insurance.

15.10 Catastrophic Illness Leave.

There shall be a catastrophic ~~sick~~ leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick leave, ~~vacation leave and PTO leave~~ as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
1. Participation shall be established by fifty-six (56) hour members contributing twenty-four (24) hours and forty (40) hour members contributing eight (8) hours

of their ~~sick leave PTO~~ to the CSLB. ~~Members who have not yet contributed to the CSLB shall have 30 days from the ratification of this Agreement in which to make the donations listed in this subsection, prior to the sick leave bank accounts provided for in 15.10 above being established.~~

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2. Participants must have been continuously employed as a member ~~for~~ one (1) year. Fifty-six (56) hour members must have at least ninety-six (96) hours of accumulated ~~sick leave PTO~~ and forty (40) hour members must have 36 hours of accumulated ~~sick leave PTO~~. Participants must have authorized the City in writing to transfer their contribution and such authorization shall remain effective until withdrawn by written notice to the City ~~Finance Administrative Services~~ Director and the Union.

3. The City will transfer the contributions to the CSLB.

4. ~~Days~~Hours contributed become property of the CSLB and cannot be refunded, ~~except as provided below.~~

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5. ~~Effective thirty (30) days from the ratification of this Agreement, after all members have been provided the opportunity to contribute to the CSLB, the CSLB shall be frozen. Thereafter, no additional contributions of any kind will be permitted into the CSLB. Members who have contributed to the CSLB at any time prior to its being frozen shall be eligible to draw benefits from it in accordance with the provisions of this article. Effective September 30, 2016, each member of the CSLB shall have their initial twenty four (24) hours of sick leave returned to their individual frozen sick leave bank and the CSLB shall be abolished.~~

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- B. A Committee of three (3) members of the bargaining unit appointed by the elected officials of Local ~~2266~~ 4966, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the Committee, which shall have final authority.

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1. The Committee shall notify the Human Resources Administrator when a member applies and is accepted to participate in the CSLB.

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- C. Participants may withdraw from the bank according to the following procedures:

1. The participant must produce a physician's certification stating they suffer from a personal debilitating illness or injury and has used all PTO and any unused sick leave balance. The City reserves the right to require a second physician's opinion.

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2. Maximum withdrawal(s) for any one (1) illness, injury or complications arising thereof, shall be ~~three hundred thirty six (336)~~ eight hundred and six (806) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of ~~fifty six (56)~~ sixty-seven point two (67.2) hours.

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3. Allocations shall be determined by the Committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.

4. ~~Days~~ Hours used from the bank may not result in double compensation when combined with other benefits such as Workers' Compensation.
5. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
6. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.

7. Participants shall accrue all benefits while in CSLB.

~~A.D.~~ There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand five hundred (3,500) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section 15.10(A)(1) in order to become members of the CSLB.

15.11 Short Term Disability.

~~B.~~ The City shall provide, at no cost to the employee, a short term disability (STD) insurance policy or an STD benefit funded by the City that shall pay the employee sixty percent (60%) of their pre-injury/illness salary when they are unable to work due to a non-job related injury or illness. STD benefits shall be taxable to the employee and shall begin after the employee has been out of work for seven (7) consecutive days (2-3 24 hour shifts) and shall continue to provide benefits if the employee remains unable to work for up to a maximum of twenty four (24) weeks. Employees shall be permitted to supplement their STD benefits with any other accumulated leave (sick leave bank, vacation leave bank or PTO) to bring their base pay while unable to work to gross pre-injury/illness levels. The City shall continue health insurance benefits and to make the City pension contribution as long as the employee is utilizing PTO so long as the employee continues to pay his share of the premiums in a manner acceptable to the City. Otherwise, the STD shall be provided to the bargaining unit in the same fashion and under the same conditions as is provided to all other employees.

~~C.~~ After FMLA is exhausted, if the employee cannot fully supplement STD with paid leave, the employee shall be placed on unpaid leave status as provided in Article 17.

~~D.~~ Other than claimed violations of 15.12(a), all other disputes shall be subject to appeal pursuant to the City STD policy and not under article 9.

~~E.~~ E. Progression of Leave Benefits.

In the event an employee is unable to work due to a non-job related injury or illness, the employee will utilize leave in the following order:

First: The first two consecutive 24 hour shifts ~~seven (7) days~~ following the off-duty injury/illness, the employee shall receive full base pay utilizing accumulated PTO.

Second: From the third consecutive shift ~~eighth (8th) day~~ following the off-duty injury-illness through the completion of the twenty-fourth (24th) week following the injury/illness, the employee shall receive sixty percent (60%) of pre-injury base pay as a taxable benefit as provided by CSLB ~~STD insurance~~ and supplemental leave benefits necessary to bring total compensation

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including ~~CSLBSTD~~ up to one hundred percent (100%) of per injury/illness base pay levels, using leave in the following order:

A. 1. Any hours remaining in the employee's accumulated unused sick leave bank must be exhausted prior entering catastrophic leave, then

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~~F. Any hours remaining in the employee's accumulated vacation leave bank, then~~

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~~G. 2. Any PTO hours the employee has remaining may be used to supplement the employees pay to one hundred percent (100%) of pre injury/illness levels through the end of the CSLB period, then~~

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~~H. Leave benefits from the CSLB as provided for in this article necessary to supplement the employee's pay to one hundred percent (100%) of pre injury/illness levels through the end of the STD benefit period.~~

~~15.12 Sick Leave Payment at Death.~~

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~~In the event of the employee's death, the amount of PTO to which the employee would be entitled to in 15.8 above will be paid to the employee's beneficiary or estate, in the absence of a designated beneficiary.~~

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ARTICLE 16: HOLIDAYS

16.1. Holidays.

Holidays recognized by the City under the PRR are normal workdays for employees on a Section 7(k) schedule.

Forty (40) hour employees shall be granted those City recognized holidays as listed in the PRR.

16.2. Personal Leave Day.

Employees on a Section 7(k) schedule will be entitled to two (2) paid Personal Leave Day each FY, provided, they have been employed six (6) consecutive months. The Personal Leave Day shall be treated procedurally in the same manner as PTO requests (they must be in writing and approved by the City). Should the member not be able to take the Personal Leave Day during the contractual year because of scheduling by the City, they will be paid twenty-four (24) hours pay at their straight time rate, at the end of the contract year, otherwise Personal Leave Days not taken by the end of the FY shall be lost.

Forty hour members will be entitled to two (2) paid Personal Leave Days each FY, provided, they have been employed six (6) consecutive months. The personal day shall be taken as a full day and requested in writing on the proper leave form prior to the chosen day. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The day will be used in the fiscal year, unless departmental management denies the request due to scheduling problems. In this event, the employee shall be compensated for the personal day (at their straight time rate) to which the employee was entitled but not able to use prior to the end of the fiscal year.

16.3. Special Holidays.

- A. Members covered by this Labor Agreement shall also enjoy all special holidays that are observed by the Employer during the term of this Agreement. Special Holidays are defined as non-regularly scheduled holidays established through City Commission action to commemorate a special event or occasion not regularly provided in other Employer documents.
- B. Any special holidays granted per Section 16.3 shall be compensated monetarily for fifty-six (56) hour work week employees at twelve (12) hours regular pay.

ARTICLE 17: GENERAL LEAVE WITHOUT PAY

17.1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Chief and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn and the employee recalled to service if determined to be operationally necessary by the City.
- C. All members on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of a member to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. A member granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Chief as soon as possible to discuss the possible return to work.
 - 4. No PTO leave, or holiday pay will be accrued or earned by a member for the time that the member is on leave without pay.
 - 5. A member, who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Chief and City Manager.
- D. A member returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the member may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the member may be terminated or the leave extended at the option of the City.

17.2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.
- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid Workers' Compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of

accumulated PTO, sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.

- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 18: GENERAL PROVISIONS

18.1. Residency.

Members covered by this Agreement may reside wherever they wish provided it does not adversely affect their ability to report to work as scheduled and on time.

18.2. Prevailing Rights.

- A. Members covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and working conditions enjoyed by the members at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The City has the right to adopt and to change General Orders and Departmental Regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of General Orders or amendments to General Orders, written input shall be requested from the Union and any input given by the Union shall remain as an attachment to the proposed General Order until adoption by the City.
- C. Members shall be furnished with a copy of any written reprimand, which they shall be required to sign. Signature of the reprimand shall serve as acknowledgment of receipt only and shall not constitute acceptance of the disciplinary action.
- D. The Union shall be allowed consultation privileges in the establishment of criteria upon which merit increases and bonus awards are granted.
- E. At the City's option, members covered by this Collective Bargaining Agreement shall be entitled to enjoy the benefits resulting from participation in special member programs that are observed by the City during the term of this Agreement. Special member participation programs shall be defined as infrequent or sporadic public service activities, for example: donations of blood to blood banks, nonprofit fund raising affairs, etc.

18.3. Appendices and Amendments.

No appendices and/or amendments can be made to this Agreement unless they are lettered, dated and signed by the Union and the City and properly ratified.

18.4. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

18.5. Workers' Compensation. –

- A. The City will supplement Workers' Compensation for up to three (3) months at the employee's regular straight time rate of pay. This supplement is limited to the number of hours of the employee's regular schedule. After three (3) months, the employee may use accumulated but unused PTO, vacation and sick leave from the frozen banks leave to supplement Workers' Compensation subject to the limitations set forth in this Agreement.

- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law.
- C. Length of disability shall be determined by the City's physician in accordance with the Workers' Compensation Law.
- D. PTO accrual shall continue for a maximum of twelve (12) months for members who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness unless placed on leave without pay status.
- E. If the member's claim is later determined by law to be invalid, the member shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued PTO leave used to supplement Workers' Compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated PTO leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.

18.6. Light Duty.

- A. If a member is released by a physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Light duty is not guaranteed and the City shall not be required to create a position or work to accommodate a light duty request. If there is a position vacant at the time of the light duty request, for which the member is qualified and meets the requirements outlined by the member's physician, the member may be temporarily placed in that position. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the member is capable of performing in accordance with applicable law will result in termination of employment.
- B. The member will be paid his normal hourly rate for light duty work; provided; members on a Section 7(k) schedule in the Fire Department who are assigned light duty on another schedule shall have their normal hourly rate multiplied by 1.40.
- C. No sick leave will be charged for those hours worked while on light duty.

18.7. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement.

18.8. Uniforms.

All uniforms, shorts, T-shirts, Job shirts safety shoes, hats, and protective clothing and devices (i.e., helmets, face protection, etc.) required by the City to be worn on duty by members covered by this Agreement shall continue to be furnished without cost to the members by the City, with the exception of IRS taxing requirements. However, if the member loses or abuses any of the furnished clothing or equipment, the costs for replacement of such shall be borne by the member. Shorts may be worn according to Fire Department Policy.

18.9. Indemnification.

To the extent allowed by applicable law, the City shall provide a defense in all suits against members covered by this Agreement and protect said members from any liability as long as they are acting within the scope and authority of their employment.

18.10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of members that are lost, damaged or destroyed in the line of duty, except through member negligence, shall be replaced or repaired at the City's expense subject to the following restrictions. The City shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the member's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 5. Reimbursement for lost or damaged personal property must be approved by the City.

18.11. Outside Employment.

- ~~B.A.~~ Members will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the Fire Department as determined by the City.
- ~~C.B.~~ No member shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Chief.
- ~~D.C.~~ Members who engage in secondary employment shall do so only with approval of the Chief and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Members who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.

~~E.D.~~ All members are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Members may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.

~~F.E.~~ The City may require proof of Workers' Compensation coverage by the outside employer when the employee works for an employer other than himself. A member shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.

~~G.F.~~ Members may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the Chief.

~~H.G.~~ Members who are injured while working another job or jobs are required to notify the Chief, or his designee, immediately.

18.12. Letters of Recommendation.

- A. The members and/or the Union shall not make comments to prospective employers of members who have retired from or otherwise terminated employment with the City. All communication with prospective employers about former employees shall be by City Manager, or his designee.
- B. The City agrees that a member shall have the right to include in the member's official personnel record a written and signed refutation (including signed witness statements) of any material the member considers to be detrimental.

18.13. Ordinances.

The City shall notify the Union of any ordinance to be enacted by the City prior to its adoption if such ordinance may affect the working conditions, benefits or retirement of the members.

18.14. Group Insurance and Carousel Benefit Program.

A. Group Insurance

- 1. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered.
- 2. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
- 3. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
- 4. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

B. Carousel Benefits Program

1. A member may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the member is covered by another health plan.
2. A member wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
3. If approved by the City, the member will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
4. The member may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
5. It is the obligation of the member to advise the City in writing immediately in the event the member no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
6. The City reserves the right to withdraw its approval of a member's opts out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

18.15. Educational Reimbursement Program.

Section 25 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix III.

18.16. Travel Pay.

When a member is ordered to report to another station after reporting to the member's regular duty station and the member used his/her personal vehicle to travel to the other station, the member shall be paid mileage in accordance with GSA standards for personal vehicle use for the actual miles traveled from the regularly assigned duty station to alternate duty station. Payment shall be made from petty cash or by check at the City's option.

18.17. Drugs and Alcohol.

- A. PRR Section 24 is attached hereto and made a part hereof as part of Appendix II.
- B. A member shall have the right to have a Union representative present at any meeting with management involving his possible violation of this Section 18.17 provided that no undue delay is caused.

18.18. Smoking and Use of Tobacco Products.

- A. The City agrees to hire only members who do not smoke or use tobacco products on or off duty.
- B. Smoking or using any tobacco product, on or off duty shall be grounds for immediate dismissal.
- C. Other than provided above, PRR Section 26.01 shall apply to members.

18.19. Section 457 Plan.

Employees of the City shall be afforded the option of participating in an IRS qualified retirement program governed by the Internal Revenue Code 457 offered to other City employees, which shall include the IAFF Financial Corporation 457 Plan, provided it is and remains IRS qualified. Employees will be entitled to transfer 457 Plan assets to the plan of choice without penalty by the City. Any additional cost of this IAFF 457 Plan over and above the cost of the current plans shall be borne by the Union. Unless otherwise provided by applicable law, the City shall have no obligation under this IAFF 457 Plan other than to make employee contributions to the Plan from the employee's City earnings as allowed by law and as directed in writing by the employee.

ARTICLE 19: INOCULATION

The City agrees to pay reasonable expenses for inoculation or immunization shots for members and the member's immediate family residing in the member's household when such becomes necessary as a result of said member's exposure to contagious diseases in the line of duty. The member shall make all reasonable efforts to have this service performed at no cost by the County Health Department or other agency.

ARTICLE 20: SAFETY

20.1 Safety Committee.

A joint Safety Committee consisting of six (6) representatives from the Local ~~49662266~~ (two (2) members from each shift) and designees from the Fire Chief. The Committee will make recommendations to the Fire Chief on both health and safety issues. The Committee will meet as often as needed to discuss issues for recommendation on how to maintain a safe and healthy work environment.

20.2 Recommendations.

The City shall make reasonable efforts to provide and maintain safe working conditions. To this end, the Union shall cooperate and encourage the members to work in a safe manner. The City shall receive and consider written recommendations with respect to safety matters from any member, the Safety Committee or the Union collectively and respond in writing within thirty (30) working days.

20.3 Equipment and Devices.

The City shall provide proper and necessary safety equipment and devices are deemed necessary by the City. Such equipment and devices, where provided, shall be used. Failure by members to utilize provided equipment or devices shall be subject to disciplinary measures.

20.4 Return of Uniforms and Equipment.

In the event a member leaves the employ of the department, the member shall return all uniforms and safety equipment to the department.

20.5 Reporting.

Members shall immediately report any and all unsafe or potentially unsafe conditions to the Chief, or his designee. After discussion with the Chief, the Safety Committee may report to the City Manager any condition it considers unsafe that has not been resolved in a reasonable time by the Chief.

ARTICLE 21: SENIORITY, LAYOFF AND RECALL

21.1 Definitions.

- A. City seniority shall be defined as the length of time since the member's most recent date of employment or re-employment with the City. City seniority shall be used for purposes of determining service awards and other matters based on length of continuous service with the City.
- B. Classification seniority shall be defined as length of continuous employment in a classification. Classification seniority shall be used in a consideration for layoff, recall, merit reviews and promotions.
- C. Departmental seniority shall be defined as length of continuous employment in the Fire Department. Departmental seniority shall be used for the purpose of scheduling vacations.
- D. Classification shall be defined as a group of members who share similar work duties as established by the City, i.e., Firefighter/EMT, Firefighter/Paramedic, Lieutenant/EMT, Lieutenant/Paramedic, etc.

21.2 Seniority Accrual.

Unless the law requires otherwise, seniority shall accrue during active pay status and during leaves without pay status, which do not exceed thirty (30) consecutive calendar days. Leaves of absence without pay for periods in excess of thirty (30) consecutive calendar days shall cause the seniority dates to be adjusted.

(EXAMPLE: If a member takes a leave of absence without pay for a six (6) month period and then returns to work, the member's seniority does not include the six (6) months period of leave without pay.)

21.3 Probation.

- A. All new members shall be placed on twelve (12) months probation in accordance with the following:
 - 1. Upon graduation from the Fire Academy, or
 - 2. From the date of hire if the new member has previously fulfilled the requirements of the State of Florida Firefighters Standards Council; or
 - 3. From the date of promotion if the member has been promoted or reclassified.
- B. Members on probation under A(1) and (2) above serve at the will and pleasure of the City.
- C. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the member was promoted, the member shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the member may be transferred to a vacancy within the same pay range subject to the approval of the Chief. If there are no vacancies, the member may seek to bump under Section 21.5 and if unable to do so will be dismissed but may be considered for any future vacancies for which the member is qualified.
- D. Extension of probation. Members out on leave, while on probation will have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken. Members shall not be removed from initial or promotional probation without the express, written approval by the Chief and City Manager.

21.4 Loss of Seniority.

Seniority shall be preserved except in the following cases:

- A. Separation from employment.
- B. Layoff exceeding twelve (12) months.
- C. Absence without authorized leave for two (2) work shift(s).
- D. Failure to report to the City the intention of returning to work within three (3) calendar days of receipt of certified mail of a recall offer notice.
- E. Failure to return from Military Leave within the time limits prescribed by law.

21.5 Layoff/Bumping.

- A. In the event of a layoff, the City shall notify the Union as far in advance as possible.

~~E.B.~~ There shall be three (3) classifications under this section, being Firefighter/Paramedic, Firefighter/EMT and Lieutenant.

~~F.C.~~ In the event the City decides to lay off members within a classification, the Chief will determine the number to be laid off, and the City will first lay off those members employed on a probationary basis in the classification.

~~G.D.~~ If further layoffs are necessary, selection from among regular, full-time members in the classification shall be made as follows:

Classification seniority shall be determinative as between employees the Chief determines have the same ability and skills to perform the work.

~~H.E.~~ The senior Lieutenant, who would otherwise be laid off, depending on whether he is a Paramedic or an EMT, may bump the junior Firefighter/Paramedic or Firefighter/EMT over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.

~~I.F.~~ The senior Firefighter/Paramedic who would otherwise be laid off may bump the junior Firefighter/EMT employee over whom he has departmental seniority, provided the Chief determines he is qualified to perform all of the remaining work.

~~J.G.~~ The employee who bumps into a lower classification under paragraphs (E) or (F) above shall be paid in the classification to which he bumps just as if he were demoted.

21.6 Recall.

- A. Subject to Section 21.7 below, members in layoff status shall retain reemployment rights for twelve (12) months and shall have preference to employment over other outside applicants on eligibility lists.
- B. Recall shall be by job classification in reverse order of layoff so long as the employee to be recalled is qualified to perform the job.
- C. Recall shall be made by certified mail to the last address in the City's records. Within three (3) calendar days of receipt, the laid off member must advise the City in writing of the intention of

returning to work. Return will be arranged between the Chief and the member but must be within fourteen (14) calendar days of the member contact with the Chief unless the Chief agrees otherwise. If there is no response from the member within ten (10) calendar days from the date of mailing, the employee shall no longer have recall rights and shall be re-employed only at the option of the City.

- D. A laid off member who is temporarily unable to accept recall due to medical reasons, as certified by an attending physician, may request to be placed in a leave of absence without pay status for a period not to exceed thirty (30) calendar days.
- E. A member recalled within twelve (12) months of the layoff date shall keep the same seniority dates as had existed before the layoff.

21.7 Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the members laid off shall not be eligible for recall.

- A. Full-time members who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the member shall be eligible to receive severance pay as follows:
 - 1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 - 2. The member's last annual performance evaluation must be satisfactory or better and the member must be on active duty not on leave of absence or suspension without pay.
 - 3. The member must have unsuccessfully sought to bump, unless there is no job to which the member may bump covered under this Agreement.
 - 4. The member must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or administrative claims.
- B. Members who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22: PROMOTIONS AND TRANSFERS

22.1 **Promotion.**

- A. The City shall establish and maintain promotional criteria upon which promotional examination shall be made. The Union shall be allowed consultation privileges in the establishment of such criteria. All promotions shall be based upon formal examination, which is to include both written and oral elements.
- B. Promotions shall be based upon the requirements of the job position to be filled and the qualifications of the persons under consideration. The City shall include at least the following qualities in the promotional criteria:
 - 1. Post high school education including fire service training courses.
 - 2. Administration, management or supervisory training or experience in the fire service or related field.
 - 3. Responsible experience in the fire service or related field.
 - 4. Performance evaluations.
 - 5. Be an employee of the Department for three (3) continuous years.
- C. All members with the minimum qualifications shall be eligible to take promotional examinations.
- D. The selection shall be made as follows:
 - 1. Written, oral and practical examinations shall be given by the Chief, or his designees.
 - 2. Notice of the examinations, a listing of the study materials, the minimum qualifications for taking the examinations, and the minimum qualifying score on the examinations, if any, shall be posted on the Departmental bulletin boards not less than sixty (60) days prior to the first examination in the series.
 - 3. The Chief shall select from among the five (5) candidates with the highest total scores on the examinations when a permanent vacancy arises.
 - 4. Members on the promotion list will be removed if they are disciplined by suspension without pay, or demotion.
 - 5. The list shall be valid for eighteen (18) months.
- E. A member who is promoted to a position in a higher grade shall receive an increase in pay. The new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step. Progression of the member from the current step to the next higher step in the pay plan shall continue in accordance with APPENDIX I of this Agreement on the individual member's anniversary date in the new classification.
- F. A member who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.
- G. A member who is demoted to a position in a lower grade shall receive a decrease in pay to the STEP in the new classification necessary to reduce the member's pay by not less than five percent

(5%). The new pay shall be frozen for two (2) calendar years following the demotion or until the new pay is equal to or less than the appropriate pay STEP for the new position wherein the member shall be entitled to progress from the demoted STEP to the next higher STEP in the pay plan in accordance with Section 24.2 of this Agreement.

22.2 Transfers.

- a. All members in this bargaining unit shall have the right to request a transfer to any vacant position.
 - b. Except for promotions under Section 22.1, when a position is vacant in the Fire Department, members desiring transfers to that position must submit written transfer requests to their lieutenant prior to the position being advertised.
 - c. All transfer requests must show present assignment, desired assignment and date of request. Transfer request will be kept on file for six (6) months and may be renewed if requested in writing by the member.
 - d. Departmental seniority shall be considered when filling a position by transfer. Final authority for any transfer rests with the City.
- E. When a member is transferred from Firefighter EMT to Firefighter Paramedic, the new pay shall be at the pay step within the new pay grade, which is a minimum of five percent (5%) above the member's current pay step before the transfer. The transfer shall not change the employee's anniversary date.

ARTICLE 23: WORK WEEK AND OVERTIME

23.1 Hours Worked.

- A. The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 PM.
- B. The work period shall be two hundred twelve (212) hours in a twenty-eight (28) day work cycle with a normal schedule of twenty-four (24) hours on and forty-eight (48) hours off.
- C. Work hours include all time a member is required to be on duty or on the Employer's premises, or at a prescribed work place, provided time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Continuing education courses, attended for the purpose of maintaining state or county certification shall not be considered as work hours if the member has not availed himself/herself of the opportunity to attend such course while on duty. Administration reserves the right to consider special circumstances.
- D. Those members in the classification of Fire Inspector will be on a forty (40) hour per week schedule. The work week shall be Monday through Friday, beginning at 0800 hour and ending at 1700 hour with a one (1) hour lunch period, unless otherwise mutually agreed to by the employee and departmental management.

23.2 Overtime.

A. Overtime

1. FLSA Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours worked in excess of two hundred twelve (212) in a twenty-eight (28) day work period.

2. Premium Overtime

Members are paid overtime at one and one-half (1 1/2) their regular rate for all hours in excess of their regular schedule in the fourteen (14) day work period.

3. Time Counted

Actual hours worked ("sweat hours"), PTO, Kelly days, conference/training time, special assignments made pursuant to Section 23.6 below and jury duty shall be considered as hours worked for determining eligibility for overtime under subsections (A)(1) and (A)(2) above. No other time such as unscheduled PTO-Kelly days and personal days shall be considered as hours worked.

B. Regular Rate

The regular rate for members shall be calculated by dividing their base annual salary by 2912.

C. Duplication

There shall be no duplication or pyramiding of overtime or overtime and premium pay.

D. Overtime Call Back

1. As a means by which to compensate members for inconvenience resulting from an ordered return to work on an unexpected basis after completing a regularly assigned shift of work, not to be confused with being held over from one shift to the next; not to be associated or confused with monthly or planned department shift of work, not to be associated or confused with monthly or planned department shift/work schedule or anticipated additional work requirements, overtime pay shall be paid for the actual time worked plus the member shall receive one (1) hour bonus pay, provided the minimum pay per call back occurrence shall be equivalent to three (3) hours of the regular hourly pay, including the one (1) hour bonus pay.
2. A member shall not receive call back bonus pay for more than two (2) occurrences in a twenty-four (24) hour period. If the member is called back to work more than two (2) times in a twenty-four (24) hour period, the member shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.
3. A member who is called back either twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled shift shall not receive the call back bonus but shall receive the overtime pay.
4. Overtime paid at the rate one and one-half (1½) times normal pay rate shall be paid when a member is ordered back to duty due to the declaration of a natural disaster by the Mayor, Governor or U. S. President for all hours worked in excess of regularly scheduled work hours.
5. Overtime call back shall be done by using a rotating list, calling the first qualified member on the list to fill the needed position. If a member cannot be contacted, or declines the overtime, that member's name would remain in the same position on the list. If a member accepts the overtime, their name would be removed from the current list and added to the bottom of the list. In cases of an emergency, upon exhaustion of the list, the first member contacted is required to work the call back; otherwise, the member with the least job classification seniority who can be contacted in the classification called back will be required to work.

If the overtime position needed is less than ten (10) hours in a twenty-four (24) hour shift, the member accepting the overtime will have their name remain in the same position on the list.

If a member is required to work mandatory overtime, (i.e. held over from one shift to another or required to attend mandatory training, or assigned a special event), their name will remain in the same position on the list. For purposes of this Section only, mandatory overtime shall be paid at time and one half regardless of sick leave use during the pay week. A member who works mandatory overtime shall not be required to work more than one (1) mandatory overtime in one (1) pay period.

23.3 Work Schedule of Shift Changes and Transfers.

It is the intent of this Agreement that the City shall not transfer members or make work schedule or shift changes unless it is necessary for the efficient or effective operation of the Fire Department. Whenever possible, transfers of work schedule or shift changes shall be announced ten (10) calendar days before the change is to take place. Further, the City agrees to consider departmental seniority in developing of work schedule or shift changes whenever practical.

23.4 **Exchange of Duty Time.**

Upon approval by the Chief, or his designee, members may exchange on-duty time under the following conditions:

- A. There would be no additional burden or expense upon the City.
- B. The request shall be made in writing to the Fire Chief, or his designee
- C. The exchange must be approved by the Fire Chief, or his designee prior to the exchange.
- D. Each exchange of time shall be limited to one (1) twenty-four (24) hour period.
- E. The member being relieved shall not be eligible for Workers' Compensation or other associated benefits, which would ordinarily be connected with an on-duty injury but shall be eligible to receive the regular salary for the fill-in period.
- F. The person working the time shall be covered by all applicable benefits in case of on-duty injury while filling in but shall not receive compensation for the fill-in period.
- G. The member agreeing to fill-in for another shall remain on duty for the full period of time. Time off for the member filling in shall be permitted only in cases of emergency or sickness. However, if the member agreeing to fill-in time for another is sick during the scheduled time change, the member agreeing to fill-in shall be charged for any additional costs incurred by the City as a result of calling in yet another member to fill-in unless specifically exempted by the City as a result of unusual circumstances.
- H. Members shall be allowed trade a "Kelly Day" within shift if done during the same FLSA cycle under the conditions as specified in this article.

23.5 **Relief.**

It is the intent of the City to provide relief at any working incident, which exceeds four (4) hours.

23.6 **Extra Work.**

- A. Any type of function or special event within the corporate limits of St. Pete Beach, which would require extra fire or EMS services (as determined by the Employer) to assist with said function or special event shall utilize members before requesting assistance from any other fire or EMS organization.
- B. No member shall be pressured to volunteer services.
- C. When operationally feasible, extra work under subsection A above will be posted three (3) days in advance. Selection from employees who sign up for the work will be made by job classification seniority. If sufficient employees do not sign up, employees will be mandatory assigned in accordance with departmental past practice.
- D. Extra work performed under Section 23.6(A) for outside entities or the City shall be considered as hours worked for determining eligibility for overtime.

ARTICLE 24: PAY PLAN

24.1 Annual Base Salary and Classifications.

- A. Members covered by this Agreement shall be paid in accordance with the Pay Plan during the term of this Agreement. The Pay Plan for the period of this contract is set forth in Appendix I.
- B. Firefighter/EMT status shall be considered to be the minimum requirement for employment with the City. Status in other classifications shall determine eligibility for manning in the other classifications.

Members assigned to other classifications shall be expected to retain their eligibility for their respective assignments. Should a member fail to retain eligibility in an assigned classification, the member shall be reassigned to another status for which the member is eligible in accordance with the provisions of Article 21, Seniority, Layoff and Recall, provided a position in another classification for which the member is eligible is available. Should a position not be available, the member shall be terminated or, at the discretion of the City, transferred to another department or division.

- C. A firefighter is a member who meets the minimum standards established for a firefighter by the State of Florida.
- D. A firefighter/EMT is a member who has successfully completed and passed an EMT training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be an EMT.
- E. A firefighter/Paramedic is a member who has successfully completed and passed a paramedic training program recognized by the department and who has met such other qualifications as may be established by the State of Florida to be a paramedic.
- F. A Lieutenant is a member who works in a supervisory position over shift personnel and will be classified as an EMT or Paramedic based on his current qualifications established by the department and the State of Florida for such certification.

24.2 Progression in the Pay Plan.

The City shall complete a performance evaluation on each employee annually on or before the employee's anniversary date. The annual performance evaluation shall determine the member's eligibility progress in the Pay Plan. The City shall be entitled to change the method of the performance evaluation unilaterally. Progression of the Pay Plan during this contract period in a fiscal year (FY) will be as follows:

- A. For FY ~~2013/2014~~ 2016/2017: As a result of the Classification and Compensation study, effective October 1, 2016, members will be given a pay adjustment according to the attached Appendix IV FY16 STEP Adjustment and then progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan, but there shall be no COLA adjustment.
- B. For FY ~~2014/2015~~ 2017/2018: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan. Members will not progress to the next STEP on their anniversary date, nor shall there be any COLA; however, employees on the active payroll on October 1, 2014 shall receive a lump sum bonus of one thousand dollars (\$1,000.00); less statutory and other authorized deductions.
- C. For FY ~~2015/2016~~ 2018/2019: Members will progress to the next higher STEP on their anniversary date as illustrated in Appendix I Pay Plan, but there shall be no COLA adjustment.

D. Employees have no expectation of any increase in their wages or benefits, including STEP increases, after the date of the termination of this Agreement absent a successor agreement or final action by the Legislative Body of the City pursuant to FS 447.403, providing for such increases or improvements.

~~D.E.~~ Members shall only be awarded steps as outlined in the attached plan.

24.3 Acting Lieutenant.

- A. Whenever a member is required to serve as an Acting Lieutenant for minimum of one (1) hour, the member shall be compensated an additional one dollar (\$1.00) per hour for all hours worked in such acting capacity.
- B. All Acting Lieutenant assignments shall be made on the basis of qualifications for such assignments in the judgment of the City.
- C. The Lieutenant assigned to Station 23 shall be paid an additional one dollar (\$1.00) per hour when assigned as shift commander.

24.4 Kelly Days.

Members will be given a twenty-four (24) hour shift off with pay every thirteenth (13th) shift in lieu of paid holidays effective October 1, 2013, but no more than nine (9) in any fiscal year.

Forty (40) hour employees will not be eligible to receive Kelly Days.

24.5 Extra Pay for Special Assignments or Certifications.

Employees shall be eligible for special pay based on State of Florida certification or special assignment by the Fire Chief as follows:

Certification	Eligibility	Extra Pay	MAX/MIN Employees
Engine and Truck Driver	As assigned	.50 cents per hour	N/A
SCBA	When designate by Chief, or designee	12.5 cent per hour	Maximum of three (3)
Acting Lt.	When assigned	\$1.00 per hour For Hours worked in acting capacity	N/A
Shift Commander	When assigned	\$1.00 per hour for hours worked as Shift Commander	N/A
Fire Officer I (State of Florida Certification Required)	EMTs and Paramedics only	12.5 cents per hour beginning first pay period after State verification of certification	All EMTs and Paramedics

- A. Loss of Certification will result in cessation of extra pay.
- B. Employees are required to provide evidence satisfactory to the City of current certification and to notify the Chief immediately upon the loss of any certification.

~~24.6 Hiring Above the Minimum of the Grade.~~

~~In order to attract and retain qualified individuals, the City shall have the right to hire new employees higher than the base of the position's grade, not to exceed 15%, when deemed necessary based upon years of prior related experience. Non-mandatory guidelines for hiring above the base are as follows:~~

~~Less than two years applicable experience — entry step~~

~~2-3 years applicable experience — Step "B"~~

~~4-7 years applicable experience — Step "C"~~

~~8+ years of applicable experience — Step "D"~~

~~Hiring an individual above the base of the grade is not guaranteed and all applicable credited years of related prior experience must be approved by the City Manager.~~

ARTICLE 25: ENTIRE AGREEMENT

25.1 The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

25.2 By mutual agreement, discussions may be held during the contract period on any subject.

~~25.3 In the event there is a change in the means of calculating or the amount of revenue received or to be received (1) from the State of Florida, or (2) from any other source, including but not limited to from sales, ad valorem, gasoline, cigarette, property, alcohol or any other taxes, the City shall have the right to reopen any or all of the economic items or benefits covered by this Agreement by notifying the Union in writing within 45 days of receiving notice of the change. Upon receipt of said notice from the City, if the City does not reopen all economic items covered by the Agreement, the Union within 15 days of receipt of the notice from the City may elect to reopen any other Articles and/or Sections of this Agreement covering any economic items or benefits not reopened by the City. Should the parties be unable to reach an agreement, the dispute will be resolved pursuant to the impasse procedure of Florida Statutes Chapter 447.~~

ARTICLE 26: SAVINGS CLAUSE

- 26.1** If any article or section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

Both the City of St. Pete Beach and the International Association of Firefighters believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay, and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

- 26.2** In the event of invalidation of any article or section, of this agreement through legislative actions or enforceable rulings from a state or federal court, both the City and Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 26.3** Whenever the male gender is referred to in this Agreement, it shall be construed to include both male and female members.
- 26.4** Should any State Statute numbers change during the term of this Agreement, both the City and the Union agree to meet and replace the changed State Statute number with the new State Statute number which corresponds to the subject matter in the Agreement.

ARTICLE 27: PENSION

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The City and the Union agree that the CITY OF ST. PETE BEACH FIREFIGHTERS' RETIREMENT SYSTEM shall remain unchanged unless changed through mutual consent of the City and the Union.

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~~ARTICLE 15:~~

ARTICLE 28: DURATION OF CONTRACT

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This contract shall be effective upon ratification by the bargaining unit and the City Commission and shall remain in full force and effect until September 30, 201~~6~~⁹.

By: _____
Mayor ~~Steve McFarlin~~ Deborah Schechner

By: _____
_____, Local ~~22664~~⁹⁶⁶,
IAFF

By: _____
~~Michael P. Bonfield~~ Wayne Saunders, City Manager

By: _____
_____, Local ~~22664~~⁹⁶⁶, IAFF

Date

Date

APPENDIX I: PAY PLAN

Firefighter/EMT													
B		C		D		E		F		G		H	
\$ 39,431.39		\$ 41,402.82		\$ 43,473.25		\$ 45,645.60		\$ 47,928.61		\$ 50,325.18		\$ 52,825.18	
\$ 13,541		\$ 14,218		\$ 14,929		\$ 15,675		\$ 16,459		\$ 17,282		\$ 17,282	
Firefighter/Paramedic													
B		C		D		E		F		G		H	
\$ 44,463.33		\$ 46,688.10		\$ 49,020.61		\$ 51,472.51		\$ 54,046.72		\$ 56,749.06		\$ 59,596.35	
\$ 15,269		\$ 16,033		\$ 16,834		\$ 17,676		\$ 18,560		\$ 19,488		\$ 20,456	
Lieutenant Firefighter/EMT													
A		B		C		D		E		F		G	
\$ 53,953.54		\$ 55,572.61		\$ 57,238.27		\$ 58,956.35		\$ 61,315.07		\$ 63,487.42		\$ 65,392.04	
\$ 18,528		\$ 19,084		\$ 19,656		\$ 20,246		\$ 21,056		\$ 21,802		\$ 22,456	
Lieutenant Firefighter/Paramedic													
A		B		C		D		E		F		G	
\$ 56,650.05		\$ 58,350.66		\$ 60,100.77		\$ 61,903.30		\$ 64,378.50		\$ 66,661.50		\$ 68,661.35	
\$ 19,454		\$ 20,038		\$ 20,639		\$ 21,258		\$ 22,108		\$ 22,892		\$ 23,579	
Inspector													
A		B		C		D		E		F		G	
\$ 39,248.51		\$ 41,210.93		\$ 43,271.48		\$ 45,435.05		\$ 47,706.81		\$ 50,092.15		\$ 52,596.75	
\$ 18,869		\$ 19,813		\$ 20,804		\$ 21,844		\$ 22,936		\$ 24,083		\$ 25,287	

St. Pete Beach Fire Department Pay Plan

<u>Pay Grade</u>	<u>Class Code</u>	<u>Class Title</u>	<u>Annual Min</u>	<u>Annual Max</u>	<u>Hourly Min</u>	<u>Hourly Max</u>
<u>200</u>	<u>INSPECTOR</u>	<u>Fire Inspector</u>	<u>\$41,609.00</u>	<u>\$62,205.00</u>	<u>\$20.004</u>	<u>\$29.906</u>
<u>201</u>	<u>FFEMT</u>	<u>Firefighter/EMT</u>	<u>\$41,609.00</u>	<u>\$60,458.00</u>	<u>\$14.29</u>	<u>\$20.76</u>
<u>202</u>	<u>FFPARA</u>	<u>Firefighter/Paramedic</u>	<u>\$46,935.00</u>	<u>\$68,197.00</u>	<u>\$16.12</u>	<u>\$23.42</u>

203	<u>L/EMT</u>	<u>L.T./EMT</u>	<u>\$56,625.00</u>	<u>\$72,299.00</u>	<u>\$19.45</u>	<u>\$24.83</u>
204	<u>LTPARA</u>	<u>LT./Paramedic</u>	<u>\$59,457.00</u>	<u>\$75,914.00</u>	<u>\$20.42</u>	<u>\$26.07</u>

		St. Pete Beach Fire Department Step Plan																
			<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>
<u>200</u>	<u>INSPECTOR</u>	<u>41,609</u>	<u>42,739</u>	<u>43,900</u>	<u>45,093</u>	<u>46,319</u>	<u>47,577</u>	<u>48,870</u>	<u>50,198</u>	<u>51,561</u>	<u>52,962</u>	<u>54,401</u>	<u>55,880</u>	<u>57,398</u>	<u>58,957</u>	<u>60,559</u>	<u>62,205</u>	
<u>201</u>	<u>FFEMT</u>	<u>41,609</u>	<u>42,734</u>	<u>43,890</u>	<u>45,077</u>	<u>46,296</u>	<u>47,549</u>	<u>48,835</u>	<u>50,156</u>	<u>51,512</u>	<u>52,906</u>	<u>54,337</u>	<u>55,806</u>	<u>57,316</u>	<u>58,866</u>	<u>60,458</u>		
<u>202</u>	<u>FFPARA</u>	<u>46,935</u>	<u>48,204</u>	<u>49,508</u>	<u>50,847</u>	<u>52,222</u>	<u>53,635</u>	<u>55,086</u>	<u>56,576</u>	<u>58,106</u>	<u>59,678</u>	<u>61,292</u>	<u>62,950</u>	<u>64,652</u>	<u>66,401</u>	<u>68,197</u>		
<u>203</u>	<u>L/EMT</u>	<u>56,625</u>	<u>58,637</u>	<u>60,720</u>	<u>62,877</u>	<u>65,111</u>	<u>67,424</u>	<u>69,819</u>	<u>72,299</u>									
<u>204</u>	<u>LTPARA</u>	<u>59,457</u>	<u>61,569</u>	<u>63,756</u>	<u>66,021</u>	<u>68,366</u>	<u>70,795</u>	<u>73,310</u>	<u>75,914</u>									

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APPENDIX II: SECTION 24 – DRUG-FREE WORKPLACE AND ALCOHOL POLICY

24.01. Policy.

The City's Drug-Free Workplace Policy is aimed at insuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a commercial driver's license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

24.02. Prohibitions.

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

24.03. Use of Legal Drugs.

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

24.04. Testing

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
 - 1. Amphetamines
 - 2. Barbiturates
 - 3. Benzodiazepines
 - 4. Cannabinoids (marijuana)
 - 5. Cocaine
 - 6. Methodone
 - 7. Methaqualone

8. Opiates (heroin, morphine, codeine)

9. Phencyclidine (pcp)

10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances.

Subject to applicable law:

1. Employees in special risk and safety sensitive positions.

- a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers authorized to carry a weapon, firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
- b. Applicants and employees are subject to testing on the same basis as other employees under Section 24.04(B)(2). Except to reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 24.08.

2. Non-Safety Sensitive/Special Risk Employees.

- a. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- b. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 24.02(A) or (B).
- c. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;

- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

- 1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non- prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
- 2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
- 3. For tests under Section 24.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
- 4. Employee may upon his request have a representative present at said meeting, however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
- 5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
- 6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of Florida Statute 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
- 7. The common and chemical names of the substances identified in Subsection A above, a copy of Florida Statute 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

24.05. Reporting And Conviction Of Alleged Crimes Including Drugs Or Alcohol.

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome or any criminal case that may be brought against the employee.

24.06. Discipline For Violation Of Policy.

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however; if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/ or the medical review officer.

24.07. Employee Injured On The Job.

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all Workers' Compensation medical and indemnity benefits depending on applicable law.

24.08. Employee Assistance Program.

The City has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.
- B. Other Employees. In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave

may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.

- C. Return To Work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. Re-testing. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

24.09. Reporting Violation Of The Policy.

- A. Reporting Violations. It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good Faith Reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

24.10. Coordination With Administrative Services.

All action taken by members of management under this Section 25 must be coordinated through Human Resources to ensure compliance with all applicable laws.

APPENDIX III: SECTION 25 – EDUCATIONAL INCENTIVES AND BENEFITS

25.01 Tuition.

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

25.02 Eligibility.

- A. Fulltime employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be taken.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

25.03 Requests And Payment.

- A. The employee must request to their Director, in writing prior to new fiscal budgets being finalized, by submitting an application to their Director with a school schedule attached prior to enrollment. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida college or university; however, tuition reimbursement shall be paid at the public college or university tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the course.
- C. The employee shall submit to the Personnel Office the final grade, certification, or degree (if applicable) and paid receipts in order to receive reimbursement.

25.04 Repayment By The Employee.

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year, or longer depending on applicable law or departmental policy, from date money is received, or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

25.05 Schedules.

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

25.06 Incentive Pay.

When the state or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the Personnel Office of employees in their Department who are eligible for such pay.

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APPENDIX IV – FY16 STEP ADJUSTMENT

<u>Name</u>	<u>Position</u>	<u>Current Step</u>	<u>New Step</u>
<u>Barber, Robert</u>	<u>Firefighter/EMT</u>	<u>P</u>	<u>12</u>
<u>Barr, Tyler</u>	<u>Firefighter/EMT</u>	<u>C</u>	<u>2</u>
<u>Collins, Zachary</u>	<u>Firefighter/Paramedic</u>	<u>C</u>	<u>2</u>
<u>D'Amico, Kevin</u>	<u>Firefighter/EMT</u>	<u>D</u>	<u>4</u>
<u>Dahlstrom, Brian</u>	<u>Lieutenant/EMT</u>	<u>C</u>	<u>2</u>
<u>Hays, Michael</u>	<u>Firefighter/Paramedic</u>	<u>B</u>	<u>1</u>
<u>Hosch, Jacob</u>	<u>Firefighter/Paramedic</u>	<u>B</u>	<u>1</u>
<u>Loggins, Troyton</u>	<u>Firefighter/EMT</u>	<u>C</u>	<u>2</u>
<u>Mandia, Chris</u>	<u>Firefighter/EMT</u>	<u>L</u>	<u>10</u>
<u>Perna, Terry</u>	<u>Firefighter/EMT</u>	<u>N</u>	<u>11</u>
<u>Peterson, Brian</u>	<u>Firefighter/EMT</u>	<u>L</u>	<u>10</u>
<u>Roach, Mark</u>	<u>Firefighter/EMT</u>	<u>P</u>	<u>12</u>
<u>Sanford, Shawn</u>	<u>Firefighter/EMT</u>	<u>K</u>	<u>10</u>
<u>Stearns, Troy</u>	<u>Lieutenant/EMT</u>	<u>E</u>	<u>4</u>
<u>Strong, Patrick</u>	<u>Firefighter/EMT</u>	<u>D</u>	<u>4</u>
<u>Sweeney, Blake</u>	<u>Firefighter/Paramedic</u>	<u>B</u>	<u>1</u>
<u>Vail, Coleman</u>	<u>Firefighter/Paramedic</u>	<u>B</u>	<u>1</u>
<u>Benefield, Joshua</u>	<u>Firefighter/Paramedic</u>	<u>H</u>	<u>9</u>
<u>Garnett, Brian</u>	<u>Firefighter/Paramedic</u>	<u>H</u>	<u>9</u>
<u>Hehenberger, Stewart</u>	<u>Firefighter/Paramedic</u>	<u>H</u>	<u>9</u>
<u>Hinds, Nicholas</u>	<u>Firefighter/Paramedic</u>	<u>C</u>	<u>2</u>
<u>Holt, Charles</u>	<u>Lieutenant/Paramedic</u>	<u>B</u>	<u>2</u>
<u>Keenan, Mark</u>	<u>Lieutenant/Paramedic</u>	<u>E</u>	<u>5</u>
<u>Marino, James</u>	<u>Firefighter/Paramedic</u>	<u>B</u>	<u>1</u>
<u>Mattson, Aaron</u>	<u>Firefighter/Paramedic</u>	<u>E</u>	<u>5</u>
<u>Milner, Philip</u>	<u>Lieutenant/Paramedic</u>	<u>H</u>	<u>6</u>
<u>Paglicco, Andrew</u>	<u>Firefighter/Paramedic</u>	<u>C</u>	<u>2</u>
<u>St. John, Michelle</u>	<u>Lieutenant/Paramedic</u>	<u>E</u>	<u>5</u>
<u>Wing, Jason</u>	<u>Firefighter/Paramedic</u>	<u>C</u>	<u>3</u>

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**St Pete Beach City Commission
Agenda Report**

Issue

Considered: Authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$59,150 to provide general engineering services in support of the three ongoing Wastewater System Repair contracts.

Date: March 28, 2017

Prepared By: Mike Clarke, Public Services Director

**Summary of
Issue:**

On February 24, 2015, the City enlisted the services of Kimley-Horn and Associates, Inc. to provide engineering services during the ongoing citywide wastewater Inflow and Infiltration Study. Utilizing the data obtained during the recently completed cleaning and televising component of this study, Kimley-Horn created a report prioritizing three scopes of repairs to be performed over the next five fiscal years: pipe lining, manhole rehabilitation, and point repairs.

In an effort to have contracts in place and ready to commence repairs prior to the publication of the prioritization report described, the City solicited bids and awarded unit rate contracts for each of these three repair tasks on December 12, 2017. With the prioritization now complete, it is the City's intention to issue to each contractor incremental task orders grouped specifically to stay within each year's annual budget for this program.

As a result of this approach, the City has requested that Kimley-Horn provide additional support in the form of detailed construction packages with diagrams as well as ongoing support during and after the execution of each task order, including kickoff and progress meetings and merging incoming data to be received from the contractors' with the City's GIS database. This purchase order will fund these efforts, which were not part of the previously agreed upon scope of services between the City and Kimley-Horn.

Funding: CIP – I&I Study

Requested Motion: "I move to authorize the City Manager to sign an Individual Project Order (IPO) with Kimley-Horn and Associates, Inc. for \$59,150 to provide general engineering services in support of the three ongoing Wastewater System Repair contracts."

Attachments: Kimley-Horn and Associates, Inc. IPO

**Reviewed by
City Manager:** _____ WS



INDIVIDUAL PROJECT ORDER

February 13, 2017

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and the City of St. Pete Beach (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated in 2017, which is incorporated herein by reference.

IDENTIFICATION OF PROJECT:

Pipeline and Manhole Rehabilitation Services During Construction

GENERAL CATEGORY OF SERVICES:

Under this IPO, the Engineer will provide general engineering services in connection with the three wastewater collection system rehabilitation construction contracts for the City of St. Pete Beach over fiscal year 2017. The contracts are as follows:

- Wastewater System Manhole Rehabilitation (Manhole Project)
- Wastewater System Pipe Lining (Lining Project)
- Wastewater System Point Repairs (Point Repair Project)

These contracts will be referred to as projects for the remainder of the proposal. Under these Projects, Individual Purchase Orders (IPOs) will be issued to the contractor to release a number of manholes repairs, pipe lining repairs or pipe point repairs. The Engineer will provide general engineering services for these IPOs as described in the specific scope listed in Task 1 and Task 2 below.

SPECIFIC SCOPE OF SERVICES:

Task 1 – Construction Packages

- A. The Engineer will provide a construction package for a maximum of two IPOs per project, six packages total, as shown below:
 - a. Manhole Project: A maximum of 2 construction packages.
 - b. Lining Project: A maximum of 2 construction packages.
 - c. Point Repair Project: A maximum of 2 construction packages.
 - i. Construction packages for point repair will have additional information included per Subsection 1-B-d.

B. Construction packages will include the following:

- a. Exhibits showing the location and designation of each asset that needs to be rehabilitated (Asset being manholes repairs, pipe lining, or pipe point repair required). See Exhibit A for an example.
- b. Tabular list of assets released for rehabilitation within the IPO, with a general description of the repair necessary. See Exhibit B for example.
- c. Each of the construction packages will of contains approximately the number of assets listed below:
 - i. Manhole Project – 120 Manhole Repairs per IPO
 - ii. Pipelining Project – 120 Lining Repairs per IPO
 - iii. Point Repair Project – 75 Point Repairs per IPO
- d. Construction packages for the Point Repair Project will also include the pipeline inspection report, a general description of the deficiencies and a recommended repair per the line items in the Wastewater System Point Repairs contract.

FDOT permitting will be addressed by the Contractor. Any permit application fees are not included in this Work Assignment and shall be paid for by the City or Contractor.

Task 2 – Services During Construction

Engineer shall provide construction observation services, for a maximum of six IPOs as created in Task 1. Engineering services associated with Task 2 shall include the following:

- A. Engineer will conduct a pre-construction conference and prepare minutes of meeting to be distributed to the Contractor and City.
- B. Engineer will review shop drawings.
- C. Engineer will conduct one project site visits and prepare punch list items to be corrected or completed at the substantial completion stage of the work. Additional site visits for punch list corrections will be paid for on an hourly basis.
- D. Engineer will provide recommendations of changes, if necessary, which may be required within the scope of the project during construction for a maximum of three

Responses for Information (RFIs). Engineer will also prepare discretionary item for a maximum of three work directive changes or change orders, if required, for City approval.

- E. Engineer will update ArcGIS database for the assets that have been repaired, listing the repair type, date, and issues or comments that are related to the completion of the repair.

PROJECT DELIVERABLES

- A. The deliverables to be provided for this project include:
 - Construction meeting minutes – electronically submitted,
 - Two (2) hard copies of each construction package and one digital copy electronically submitted.

The City shall provide and complete the following:

- Existing information and drawings as needed and available,
- Review and comment on the deliverables,
- Attend and participate in project meetings.

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Task 1-2 for a Lump Sum fee of \$58,580. Invoicing and payment will be in accordance with the terms and conditions of the Design Services Contract between the City of St. Pete Beach and Kimley-Horn and Associates, Inc. (Kimley-Horn) dated, dated in 2017.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Construction Packages

A. Manhole Project (Maximum of 2 IPOs)	\$3,440
a. \$1,720 per Contractor IPO	
B. Lining Project (Maximum of 2 IPOs)	\$3,440
a. \$1,720 per Contractor IPO	
C. Point Repair Project (Maximum of 2 IPOs)	\$9,460
a. \$4,730 per Contractor IPO	

Task 2 – Services During Construction

A. Maximum of 6 IPOs Total	\$42,810
a. \$7,135 per Contractor IPO	

<u>TOTAL OVER FISCAL 2017</u>
\$59,150

ADDITIONAL SERVICES (if required):

Services requested that are not specifically included will be provided under a new and separate IPO agreement.

METHOD OF COMPENSATION:

Services under this IPO will be provided as a lump sum basis. Invoices will be prepared based on a percentage completion of the design of the project.

OTHER SPECIAL TERMS OF IPO:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF ST. PETE BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES,
INC.

BY: _____

BY: _____
Wayne White, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: _____

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EXHIBITS

EXHIBIT A: LOCATION EXHIBIT

ST. PETE BEACH MANHOLE REPAIRS

Service Area 1 & 2 - Page 14

Legend

Manholes

-  Manhole
-  Sanitary Pipe
-  Force Main
-  Repair Manhole and Prioritization
-  Outfall
-  Lift Station

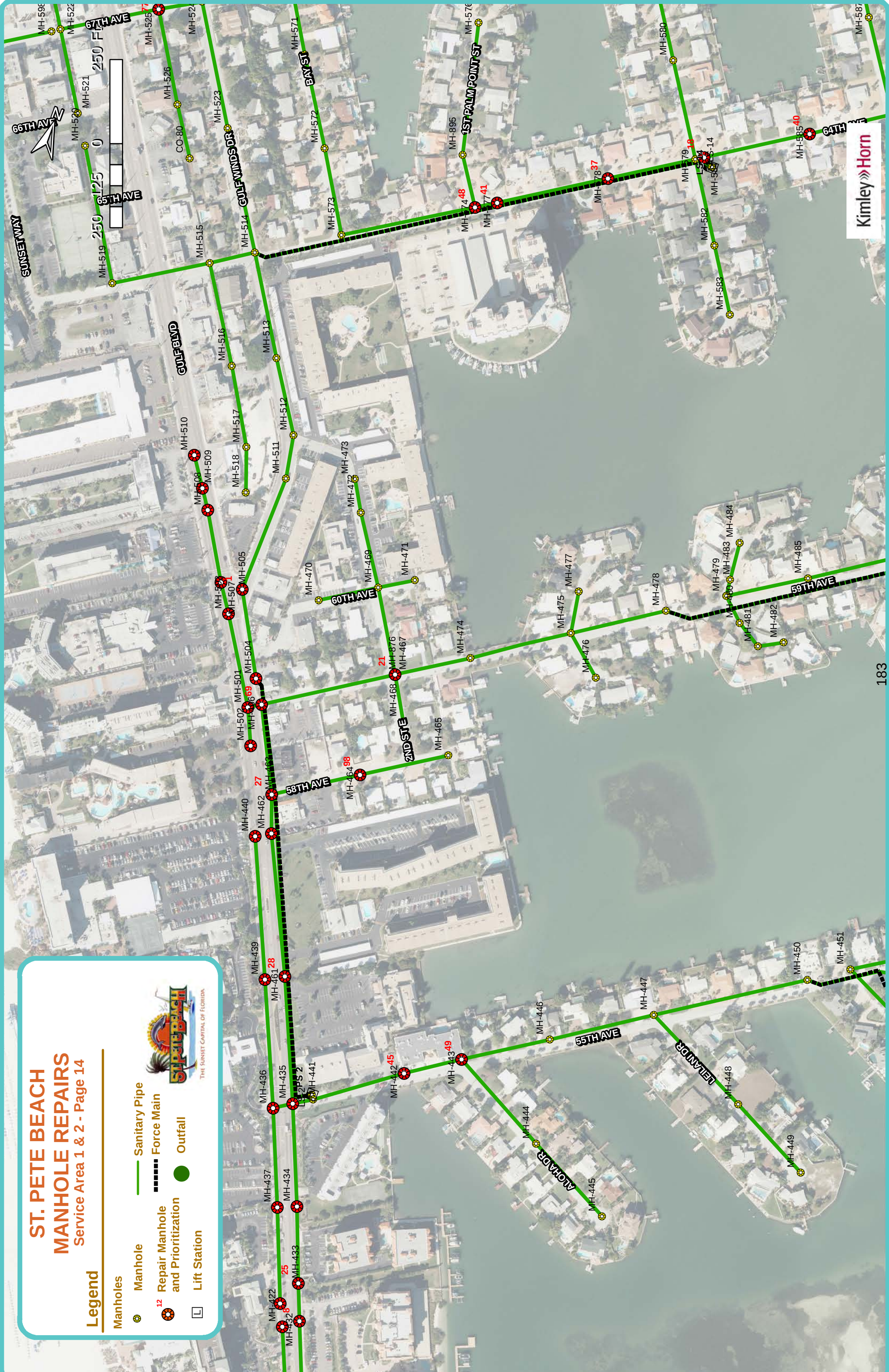


EXHIBIT B: ASSET LIST

City of St. Pete Beach - Manhole Repair Contract

City of St. Pete Beach - Manhole Repair Contract															CS-Chimney	
Priority	Date Issued	Manhole ID	Manhole Depth	MH Dim. (in)	Cover Dim. (in)	MH Core Material (MH Wall Material)	Location Details (Street)	Repair Type	Lining Material	Date Planned	Estimated Cost (\$)	Date Completed	TOTAL =		Required Work Description Code/ Comments	
													TOTAL MH =	TOTAL VF (FT) =		
													100	855.35		
1	12/16/2016	MH-505	6.85	48		CR	CR	Gulf Blvd						\$0.00	B	
2	12/16/2016	MH-775	12.3	48		BR	PCBR								C	
3	12/16/2016	MH-787	11	48	2.00	BR	BR	75 TH AVE							C	
4	12/16/2016	MH-423	10.2	48	2.20	BR	BR	GULF BLVD							C	
5	12/16/2016	MH-426	10	48	2.20	BR	BR	GULF BLVD							C	
6	12/16/2016	MH-696	7	48	2.20	CR	CR	81 ST AVE							C	
7	12/16/2016	MH-800	11.4	48	2.00	BR	BR	W VINA DEL MAR BLVD							C	
8	12/16/2016	MH-432	11.1	48	2.20	BR	BR	GULF BLVD							C	
9	12/16/2016	MH-720	10.4	48	2.20	BR	BR	82 ND AVE							C	
10	12/16/2016	MH-325	9.8	48		BR	BR								C	
11	12/16/2016	MH-279	9	48	2.00	BR	BR	BELLE VISTA DR							C	
12	12/16/2016	MH-366	8.5	48	2.20	ZZZ	ZZZ	GULF BLVD							C	
13	12/16/2016	MH-391	7.9	48	2.00	BR	BR	BOCA CIEGA ISE DR							C	
14	12/16/2016	MH-348	7.8	48		BR	BR								C	
15	12/16/2016	MH-392	6	48	2.00	BR	BR	BOCA CIEGA ISE DR							C	
16	12/16/2016	MH-6565	5.1	48	2.00	BR	BR	76 TH AVE							C	
17	12/16/2016	MH-395	3.2	48	2.00	BR	BR	BOCA CIEGA ISE DR							C	
18	12/16/2016	MH-584	12	48	2.20	BR	BR	64TH AVE							C	
19	12/16/2016	MH-398	10.8	48	2.00	BR	BR	BOCA CIEGA ISE DR							C	
20	12/16/2016	MH-400	7	48	2.20	BR	BR	BOCA CIEGA ISE DR							C	
21	12/16/2016	MH-467	6.3	48		BR	BR								C	
22	12/16/2016	MH-178	5.1	48	2.20	BR	BR	SUNSET WAY							C	
23	12/16/2016	MH-20	1.2	48	2.20	BR	BR	6TH AVE							C	
24	12/16/2016	MH-815	11.8	48		PCBR	PCBR								C	
25	12/16/2016	MH-433	11.1	48	2.20	BR	BR	GULF BLVD							C	
26	12/16/2016	MH-774	13.2	48		PCBR	PCBR								C	
27	12/16/2016	MH-463	11	48	2.20	BR	BR	GULF BLVD							C	
28	12/16/2016	MH-461	11	48	2.20	CR	CR	GULF BLVD							C	
29	12/16/2016	MH-389	10.8	48	2.20	BR	BR	BOCA CIEGA ISE DR							C	
30	12/16/2016	MH-776	10.5	48	2.20	BR	BR	BLIND PASS RD							C	
31	12/16/2016	MH-651	10.3	48		BR	BR								C	
32	12/16/2016	MH-326	10.3	48	2.00	AC	BR	CLEARVIEW WAY							C	
33	12/16/2016	MH-884	10.2	48	2.00	BR	BR	W VINA DEL MAR BLVD							C	
34	12/16/2016	MH-796	10.1	48	2.20	BR	BR	MAR ST & W VINA DEL MAR BLVD							C	
35	12/16/2016	MH-865	10	48		BR	BR								C	
36	12/16/2016	MH-729	10	48	2.20	BR	BR	GULF BLVD							C	
37	12/16/2016	MH-578	10	48	2.20	BR	BR	64TH AVE							C	
38	12/16/2016	MH-311	10	48	2.00	BR	BR	41 ST AVE							C	
39	12/16/2016	MH-586	9.9	48	2.00	BR	BR	64TH AVE							C	
40	12/16/2016	MH-585	9.9	48	2.00	BR	BR	64TH AVE							C	
41	12/16/2016	MH-577	9.9	48	2.20	BR	BR	64TH AVE							C	
42	12/16/2016	MH-792	9.9	48	2.00	BR	BR	21ST AVE & W VINA DEL MAR BLVD							C	
43	12/16/2016	MH-608	9.7	48		BR	PCBR								C	
44	12/16/2016	MH-390	9.6	48	2.00	BR	BR	BOCA CIEGA ISE DR							C	
45	12/16/2016	MH-442	9.6	48		BR	BR								C	
46	12/16/2016	MH-405	9.5	48	2.20	BR	BR	GULF BLVD							C	
47	12/16/2016	MH-828	9.5	48	2.00	BR	BR	W VINA DEL MAR & HERMOSITA DR							C	
48	12/16/2016	MH-574	9.4	48	2.20	BR	BR	64TH AVE							C	
49	12/16/2016	MH-443	9.4	48		BR	BR								C	
50	12/16/2016	MH-850	9	48		BR	BR								C	
51	12/16/2016	MH-637	9	48	2.20	BR	BR	COREY AVE							C	
52	12/16/2016	MH-406	9	48	2.20	BR	BR	GULF BLVD							C	
53	12/16/2016	MH-211	9	48	2.20	BR	BR	CASABLANCA							C	
54	12/16/2016	MH-210	9	48	2.00	BR	BR	W MARTIANA DR							C	
55	12/16/2016	MH-612	8.9	48		PCBR	PCBR								C	
56	12/16/2016	MH-627	8.9	48		BR	BR								C	
57	12/16/2016	MH-846	8.8	48		BR	BR								C	
58	12/16/2016	MH-727	8.8	48	2.20	BR	BR	GULF BLVD							C	
59	12/16/2016	MH-493	8.8	48	2.00	BR	BR	59TH AVE							C	
60	12/16/2016	MH-613	8.8	48		BR	PCBR								C	

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Appointments to Outside Agencies and Organizations [Barrier Islands Government Council (BIG C), Florida League of Cities (FLC), Pinellas Mayors' Council (PMC), Pinellas County Flood Insurance Coalition, Suncoast League of Cities (SLC) and the Tampa Bay Regional Planning Council (TBRPC)]

Date: March 28, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Through: Wayne Saunders, City Manager

Summary of Issue: Subsequent to each election, board appointments are reviewed and decided among Commissioners. The current representatives and organizations are:

BIG C:	Mayor Deborah Schechner, Representative Vice Mayor Finnerty, Alternate
FLC:	Commissioner Finnerty, Representative Commissioner Friszolowski, Alternate
PMC:	Mayor Deborah Schechner, Representative Vice Mayor Falkenstein, Alternate
PCFIC:	Commissioner Pletcher, Representative No alternate
SLC:	Commissioner Finnerty, Representative Commissioner Pletcher, Alternate
TBRPC:	Vice Mayor Falkenstein, Representative Commissioner Friszolowski, Alternate

Funding: N/A

Requested Motion: "I move to approve board appointments as follows..."

Attachments: None

**Reviewed by
City Manager:** WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Legal Review of City Charter Provisions Relating to the City Clerk

Date: March 28, 2017

Prepared By: Andrew Dickman, City Attorney

Through: Wayne Saunders, City Manager

Summary of Issue: The City Commission has requested that the City Attorney review and analyze the City's Charter and Code of Ordinances related to the City Clerk. The relevant sections of the Charter and Code of Ordinances are attached. The City Attorney will discuss these Charter and Code sections, offer his interpretation, and answer questions from the Commission.

Requested Motion:

Attachments: Applicable Charter and Code provisions

**Reviewed by the
City Manager**

WS

OFFICE OF THE CITY CLERK

State Law reference— Code of ethics for public officers and employees, F.S. § 112.311 et seq.

Sec. 3.08. - Procedure.

CHARTER

- (a) *Meetings.* The commission shall meet regularly at least twice in every month at such times and places as the commission may prescribe by rule. Special meetings may be held upon the call of the mayor-commissioner or of a majority of the members upon no less than twenty-four (24) hours notice to each member and by posting of a notice of such special meetings in the city hall and two (2) other conspicuous places within the city. Absence from three (3) consecutive regular meetings shall constitute a vacancy of the seat of commissioner or mayor-commissioner, except in cases of emergency or other excused absences. All meetings shall be public.
- (b) *Rules and journal.* The commission shall determine its own rules of procedure and the mayor-commissioner shall set the order of business for each meeting.
- (c) *Voting.* Voting on ordinances and resolutions shall be by roll call and shall be recorded in the journal. A majority of the commission shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the commission. No action of the commission except as otherwise provided in the preceding sentence and in section 3.06 shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

State Law reference— Public meetings, F.S. § 286.011.

Sec. 3.09. - Commission appointments.



The city commission shall appoint but not be limited to the following offices:

- (a) City clerk,
- (b) City manager,
- (c) City attorney,

and such other officials that they deem necessary; provided this power to appoint officials shall not be construed to authorize the city commission to make appointments of administrative officials or interfere with the powers granted to the city manager under sections 3.07(a), (b) and 4.04(a), (b) of this Charter. No person shall be appointed to more than one of the aforementioned offices. The duties of these officials shall be as prescribed by the commission.

(Ord. No. 98-68, § 1, 12-1-98/3-9-99; Ord. No. 98-69, § 1, 12-1-98/3-9-99; Ord. No. 98-70, § 1, 12-1-98/3-9-99)

Editor's note— Municipal courts were abolished effective January 3, 1977, Fla. Const. art. V, § 20(d)(4).

Sec. 3.10. - Ordinances in general.

Sec. 3.16. - Reserved.

CHARTER

Editor's note— Ord. No. 2010-41, § 2, adopted January 6, 2011 and passed at an election held March 8, 2011, repealed the former section 3.16 in its entirety, which pertained to voter approval required for approval of or effectiveness of community redevelopment plan, and derived from Ord. No. 06-33, § 5, adopted October 24, 2006 (election held November 7, 2006).

Sec. 3.17. - Reserved.

Editor's note— Section 3.17 has been deleted at the request of the city as being duplicative of section 3.16.

Sec. 3.18. - Reserved.

Editor's note— Ord. No. 2010-42, § 2, adopted January 6, 2011 and passed at an election held March 8, 2011, repealed the former section 3.18 in its entirety, which pertained to voter approval required for change in allowable height of structure, and derived from Ord. No. 06-33, § 7, adopted October 24, 2006 (election held November 7, 2006), and Ord. No. 2009-17, § 1, adopted August 11, 2009 (election held November 3, 2009).

ARTICLE IV. - ADMINISTRATIVE

Sec. 4.01. - City manager.



There shall be a city manager who shall be the chief administrative officer of the city. He shall be responsible to the commission for the administration of all city affairs placed in his charge by or under this charter.

Sec. 4.02. - Appointment; removal; compensation.

- (a) *Appointment.* The commission shall appoint a city manager for an indefinite term by an affirmative vote of at least four (4) members of the commission.
- (b) *Removal.* The commission may remove the manager by a majority vote of all commission members and, upon demand by the manager, a public hearing will be held prior to a vote to remove the manager.
- (c) *Compensation.* The compensation of the manager shall be fixed by the commission and shall not be reduced during his tenure, except as a part of a general salary cutback.

Sec. 4.03. - Acting city manager.

CHARTER

By letter filed with the commission, the manager shall designate, subject to approval of the commission, a qualified city administrative officer to exercise the powers and perform the duties of manager during his temporary absence or disability. During such absence or disability, the commission may revoke such designation at any time and appoint another officer of the city to serve until the manager shall return or his disability shall cease.

Sec. 4.04. - Powers and duties of the city manager.

The city manager shall:

- (a) Appoint and, when he deems it necessary for the good of the city, suspend or remove all city employees and appointive administrative officers provided for by or under this charter, except as otherwise provided by law, this charter or personnel rules adopted pursuant to this charter. He may authorize any administrative officer who is subject to his direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (b) Direct and supervise the administration of a fire department, a police department and all other departments, offices and agencies of the city, except as otherwise provided by this charter or by law.
- (c) Attend all commission meetings and shall have the right to take part in discussion but may not vote.
- (d) See that all laws, provisions of this charter and acts of the commission, subject to enforcement by him or by officers subject to his direction and supervision are faithfully executed.
- (e) Prepare and submit the annual budget, budget message, and capital program to the commission in a form provided by ordinance.
- (f) Submit to the commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (g) Make such other reports as the commission may require concerning the operations of city departments, offices and agencies subject to his direction and supervision.
- (h) Keep the commission fully and continuously advised as to the financial condition and future needs of the city and make such recommendations to the commission concerning the affairs of the city as he deems desirable.
- (i) Sign contracts on behalf of the city pursuant to the provisions of appropriations ordinances.
- (j) Perform such other duties as are specified in this charter or may be required by the commission.
- (k) The city manager and all department heads appointed by him shall devote their entire time to the discharge of their official duties and shall not engage in outside employment.

Sec. 4.05. - City clerk.

3



CHAPTER

As provided in section 3.09, the city commission shall have the sole authority to hire the city clerk, and shall have the sole authority to discipline or discharge the city clerk. The city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission.

(Ord. No. 98-74, § 1, 12-1-98/3-9-99)

Sec. 4.06. - Reserved.

Editor's note— Ord. No. 12-10, § 1, adopted July 24, 2012, adopted by referendum on November 6, 2012, repealed § 4.06, which pertained to the police department and derived from Ord. No. 98-3, § 1-2, adopted 1-20-98, adopted by referendum 3-10-98.

Sec. 4.07. - City attorney.

As provided in section 3.09, the city commission shall have the sole authority to hire the city attorney, and the sole authority to discipline or discharge the city attorney. The city attorney shall have the duties prescribed by the city commission.

(Ord. No. 98-72, § 1, 12-1-98/3-9-99)

ARTICLE V. - NOMINATIONS AND ELECTIONS^[2]

Footnotes:

--- (2) ---

Editor's note—Ord. No. 93-39, § 1, adopted December 7, 1993, adopted by referendum on November 3, 1992, repealed art. V.

[Sec. 5.01. - Election code.]

The City Commission shall enact an election code which shall be in compliance with the Election Code of the State of Florida.

(Ord. No. 93-39, § 2, 12-7-93)

State Law reference— The Florida Election Code, F.S. chs. 97—106.

Secs. 5.02—5.10. - Reserved.

ARTICLE VI. - TRANSITION SCHEDULE

4

filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(f) *Results of election.*

CHARTER

(1) *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict. An ordinance created by initiative referendum cannot be repealed except by referendum.

(2) *Referendum.* If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

(Ord. No. 2010-45, § 2, 1-6-11/3-8-11)

ARTICLE VIII. - CHARTER AMENDMENT^[3]



This charter may be amended in two (2) ways:

Footnotes:

--- (3) ---

State Law reference— Charter amendments, F.S. § 166.031.

Sec. 8.01. - Initiation by ordinance. ✓

The commission may, by ordinance, propose amendments to any part or all of this charter, except Article II prescribing the boundaries, and upon passage of the initiating ordinance shall place the proposed amendment to a vote of the electors at the next general election held within the city or at a special election called for such purpose. Amendment of Article II resulting from annexation done in accordance with general law shall be by ordinance of the commission and shall not be subject to a vote of the electors except as provided by general law.

State Law reference— Annexation, F.S. ch. 171.

Sec. 8.02. - Initiation by petition.

The electors of the city may propose amendments to this charter by petition signed by at least ten (10) per cent of the total number of qualified voters registered to vote in the last regular city election.

(1) *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto

5

The city commission at the public hearing will consider the preliminary motion of removal of the city manager. At the close of the public hearing, the city commission shall decide whether to adopt a final motion of removal of the city manager. The final motion of removal shall require majority vote of all of the commission members.

- (e) The city manager shall be paid his full salary during the period from the adoption of the preliminary motion of removal through the adoption of a final motion of removal, whether the city manager is suspended from office or not during such period.
- (f) Upon the adoption of a final motion of removal, the city manager shall be paid an amount equivalent to two months' salary as severance pay. This subsection shall not apply where the city manager's removal is based upon a violation of any state, county or municipal law. No severance pay shall be paid unless the city manager has been employed with the city for 12 full months.

(Code 1960, § 2-3; Ord. No. 426, §§ 1—6; Code 1983, § 2-72)

Charter reference— Removal of city manager, § 4.02(b).

Sec. 2-134. - Commission authority over city clerk.

- (a) The city commission shall have the sole and exclusive authority to hire, to fire and to discipline the city clerk.
- (b) The city manager shall be entitled to recommend to the city commission that the city clerk be disciplined or fired; but thereafter, the commission shall determine if it wishes to follow said recommendation.

(Ord. No. 98-11, § 2, 3-3-98)

Secs. 2-135—2-149. - Reserved.

6

ORDINANCE NUMBER 98- 11

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF ST. PETE BEACH TO PROVIDE A CHANGE TO THE TITLE OF ARTICLE III, TO ADD SECTION 2-74 of ARTICLE III; WHICH SECTION SHALL PROVIDE THAT THE CITY COMMISSION SHALL HAVE THE SOLE AND EXCLUSIVE AUTHORITY TO HIRE, TO FIRE AND TO DISCIPLINE THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that the policy of the City should be that the City Commission shall have the sole and exclusive authority to hire, to fire and to discipline the city clerk.

NOW THEREFORE, THE CITY COMMISSION DOES ORDAIN:

Section One(1): The title to Article III of the Code of Ordinances shall be:

ARTICLE III. CITY MANAGER AND CITY CLERK

Section Two (2). Section 2-74 shall be added to Article III and said section shall provide as follows:

Sec. 2-74. Commission authority over city clerk

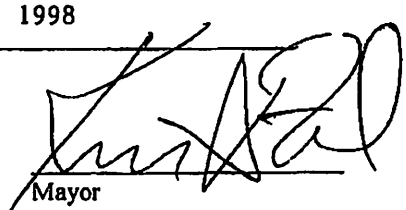
A. The City Commission shall have the sole and exclusive authority to hire, to fire and to discipline the city clerk.

B. The City Manager shall be entitled to recommend to the City Commission that the city clerk be disciplined or fired; but thereafter, the Commission shall determine if it wishes to follow said recommendation.

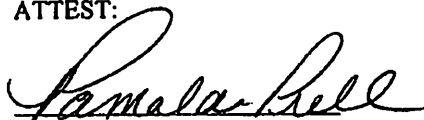
Section Two (2). This Ordinance shall become effective immediately upon its final passage.

Passed on First Reading February 17, 1998

Passed on Final Reading March 3, 1998


Mayor

ATTEST:


Acting City Clerk

7

ORDINANCE NO. 98-68

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE CITY CHARTER, SECTION 3.09 (d) BY DELETING THE OFFICE OF MUNICIPAL JUDGE; PROVIDING THAT THE ORDINANCE SHALL BECOME EFFECTIVE UPON THE APPROVAL OF THE ELECTORS OF THE CITY OF ST. PETE BEACH.

WHEREAS, Municipal courts were abolished effective January 3, 1977, Florida Constitution, Article V, § 20(d)(4); and

WHEREAS, since the office is unnecessary it should be stricken from the Charter; and

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DOES ORDAIN:

Section One (1) That section 3.09 of the Charter of the City of St. Pete Beach, Florida, is hereby amended to read as follows:

Sec. 3.09. Commission appointments.

The city commission shall appoint but not be limited to the following offices:

- (a) City clerk,
- (b) City manager,
- (c) City attorney,
- (d) ~~Municipal judge,~~

and such other officials that they deem necessary. The duties of these officials shall be as prescribed by the commission.

Section Two (2) This ordinance shall become effective upon the approval of the voters of the City of St. Pete Beach.

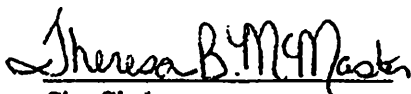
Passed on First Reading November 17, 1998

Passed on Final Reading December 1, 1998

Mayor



Attest:


City Clerk



ORDINANCE NO. 98-69

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE CITY CHARTER, SECTION 3.09, TO PROVIDE THAT NO PERSON SHALL BE APPOINTED TO MORE THAN ONE OF THE OFFICES DESCRIBED IN THIS CHARTER SECTION; PROVIDING THAT THE ORDINANCE SHALL BECOME EFFECTIVE UPON THE APPROVAL OF THE ELECTORS OF THE CITY OF ST. PETE BEACH.

THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DOES ORDAIN:

Section One (1) That section of the Charter of the City of St. Pete Beach, Florida, is hereby amended to read as follows:

Sec. 3.09. Commission appointments.

The city commission shall appoint but not be limited to the following offices:

- (a) City clerk,
- (b) City manager,
- (c) City attorney,
- (d) ~~Municipal judge,~~

and such other officials that they deem necessary. No person shall be appointed to more than one of the aforementioned offices. The duties of these officials shall be as prescribed by the commission.

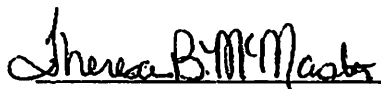
Section Two (2) This ordinance shall become effective upon the approval of the voters of the City of St. Pete Beach.

Passed on First Reading November 17, 1998

Passed on Final Reading December 1, 1998


Mayor

Attest:


City Clerk

9

ORDINANCE NO. 98-70

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE CITY CHARTER, SECTION 3.09, TO PROVIDE THAT THE POWER OF THE COMMISSION TO APPOINT OFFICIALS SHALL NOT BE CONSTRUED TO AUTHORIZE INTERFERENCE WITH THE APPOINTMENT AND ADMINISTRATIVE POWERS GRANTED TO THE CITY MANAGER UNDER SECTIONS 3.07 (a) (b) AND 4.04 (a) (b); PROVIDING THAT THE ORDINANCE SHALL BECOME EFFECTIVE UPON THE APPROVAL OF THE ELECTORS OF THE CITY OF ST. PETE BEACH.

THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DOES ORDAIN:

Section One (1) That section 3.09 of the Charter of the City of St. Pete Beach, Florida, is hereby amended to read as follows:

Sec. 3.09. Commission appointments.

The city commission shall appoint but not be limited to the following offices:

- (a) City clerk,
- (b) City manager,
- (c) City attorney,
- (d) ~~Municipal judge,~~

and such other officials that they deem necessary; provided this power to appoint officials shall not be construed to authorize the city commission to make appointments of administrative officials or interfere with the powers granted to the city manager under sections 3.07 (a) (b) and 4.04 (a) (b) of this Charter . The duties of the officials appointed by the city commission shall be as prescribed by the commission.

Section Two (2) This ordinance shall become effective upon the approval of the voters of the City of St. Pete Beach.

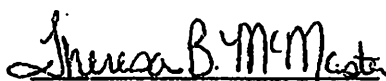
Passed on First Reading November 17, 1998

Passed on Final Reading December 1, 1998



Mayor

Attest:



City Clerk

10

ORDINANCE NO. 98-74

AN ORDINANCE OF THE CITY OF ST. PETE BEACH AMENDING THE CITY CHARTER, SECTION 4.05, PROVIDING THAT THE CITY COMMISSION HAS THE SOLE AUTHORITY TO HIRE, DISCIPLINE AND DISCHARGE THE CITY CLERK; PROVIDING THAT THE ORDINANCE SHALL BECOME EFFECTIVE UPON THE APPROVAL OF THE ELECTORS OF THE CITY OF ST. PETE BEACH.

THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, PINELLAS COUNTY, FLORIDA DOES ORDAIN:

Section One (1) That section 4.05 of the Charter of the City of St. Pete Beach, Florida, is hereby amended to read as follows:

Sec. 4.05. City clerk.

As provided in section 3.09, the city commission shall have the sole authority to hire the city clerk, and shall have the sole authority to discipline or discharge the city clerk. The city clerk shall keep and have the care and custody of the books, records, papers, legal documents and journals of proceedings of the city commission and shall carry out such additional duties as may be required by the commission.

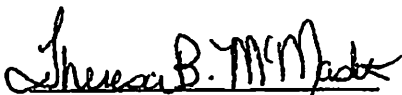
Section Two (2) This ordinance shall become effective upon the approval of the voters of the City of St. Pete Beach.

Passed on First Reading November 17, 1998

Passed on Final Reading December 1, 1998


Mayor

Attest:


City Clerk

11

**ST. PETE BEACH CITY COMMISSION
AGENDA REPORT**

Issue Considered: First reading and Public Hearing of Ordinance 2017-05 amending St. Pete Beach Code of Ordinances, Appendix A - Fees

Date: March 28, 2017

Prepared By: Elaine Edmunds, Administrative Services Director

Summary: The city contracted with Stantec for an analysis of the wastewater connection fees currently being charged by the City. The changes listed below are a result of the analysis. This Ordinance will amend Appendix A – Fees of the City of St. Pete Beach Code of Ordinances, as it relates to Wastewater Connection Fees. The current amounts and the proposed changes are as follows:

<u>Meter Size</u>	<u>5/8 Inch Equivalent</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
5/8 inch	1	\$1,420	\$2,668
1 inch	2.5	\$3,550	\$6,670
1 ½ inch	5	\$7,100	\$13,340
2 inch	8	\$11,360	\$21,344
3 inch	16	\$22,720	\$42,688
4 inch	25	\$35,500	\$66,700
6 inch	50	\$71,000	\$133,400
8 inch	80	N/A	\$213,440

The above table reflects an 88% increase.

Attached is a strike thru/underline version of Appendix A for reference.

Requested Motion: “I move to approve Ordinance 2017-05, amending St. Pete Beach Code of Ordinances, Appendix A – Fees”

Attachment: Ordinance 2017-05
Exhibit “A” - Appendix A (underline/strikethrough version)
Connection Fee Study
Power Point Presentation

**Reviewed by
City Manger:** WS

Ordinance 2017-05

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA PROVIDING FOR AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; AMENDING WASTEWATER CONNECTION FEES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR, SEVERABILITY, CONSTRUCTION, PUBLICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach desires to update the schedule of fees and charges outlined in Appendix A of the Code of Ordinances; and

WHEREAS, the City Commission desires to amend certain fees and charges included in Appendix A; and

WHEREAS, the City Commission finds these amendments, deletions and additions to be in the best interest of the citizens of the City of St. Pete Beach; and

WHEREAS, on March 28, 2017, the City Commission conducted a duly noticed first public hearing on the proposed Code of Ordinance amendments; and

WHEREAS, on April 11, 2017, the City Commission conducted a duly noticed second public hearing on the proposed Code of Ordinance amendments and the City Commission approved the amendments.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. Appendix A of the Code of Ordinances is hereby amended as illustrated in "Exhibit A", which is attached and incorporated into this Ordinance.

SECTION 3. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with this Ordinance.

SECTION 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 6. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as provided by law.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Al Johnson, Mayor

I, Rebecca C. Haynes, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2017.

Rebecca C. Haynes, City Clerk

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Andrew Dickman, City Attorney

“EXHIBIT A”

APPENDIX A - FEE SCHEDULE

This appendix includes fees and charges that do not appear in other sections of the Code of Ordinances.

	Description	Amount
	Chapter 2. Administration	
	Miscellaneous fees	
	Photocopy charges:	
	Per side of page	0.15
	Per two-sided duplicated page	0.20
	Reprint of color photos up to 5" x 7"	3.00
	Reprint of color photos larger than 5"x 7"	Actual cost of duplication
	DVD or CD of meetings	5.00
	Administrative fees:	
	Returned Check fee	25.00
	Credit Card Processing Fee	2.50%
	Notarization of documents, per document	No charge
	Preparation of declaration and notarization of domicile, per preparation	7.00
	Temporary street banners permitted by chapter 122 pertaining to signs:	
	Erection by city employees	184.00
	City civic associations or charitable special events, no fee	
	Certification of city records by city clerk's office (F.S. § 119.07.1(a)), per document	1.00
	Fees for off-duty fire department personnel special detail work per person (minimum three hours)	50.00
	Special event fire vehicle charge per hour per vehicle (minimum three hours)	25.00

	Chapter 10. Amusements and Entertainment	
	Article II. Adult Entertainment Establishments	
	Permit fee for employee of licensed adult entertainment establishment	25.00
	Permit renewal fee for employee of licensed adult entertainment establishment	25.00
	Replacement of lost permit for employee of licensed adult entertainment establishment	25.00
	Adult use business fees:	
	Adult use establishment license; fee for zoning review	375.00
	Adult use establishment nonrefundable license fee	25.00
	Annual licensing regulatory fees for adult entertainment establishments:	
	Adult theater:	
	Having only adult booths, for each booth	450.00
	Having only a hall or auditorium, for each seat	450.00
	Having only an area outdoors designed to permit viewing by customers seated in vehicles, for each parking space	450.00
	Having a combination of two or more of the items listed in subsections (a)(1)a—(1)c of this section, the cumulative license fee applicable to each under subsections (a)(1)a—(1)c of this section	
	Special adult cabaret	450.00
	Adult photographic studio	450.00
	Physical culture establishment	450.00
	Adult bookstore/video store	450.00
	Change of name of adult use establishment	5.00
	Appeal of denial, suspension or revocation of adult entertainment license or permit	25.00
	Plus, deposit for costs of administrative hearing officer	250.00
	Certified mail/postage/handling	
	Per certified letter (depending on the weight of letter)	Time & Material
	Per noncertified letter (depending on the weight of letter)	Time & Material

	Copies, per copy per letter	0.15																														
	Administrative costs for letters of violation/notices of hearing/hearing agenda/hearing minutes per hour for preparation of each of the following documents: Notice of violation letter, notice of hearing letter, agenda, findings of fact letter, minutes, notary fee, lien filing fee, courier service	15.00																														
	Chapter 26. Businesses																															
	Regulatory fee for unlicensed businesses	15.00																														
	Special Event Administrative Regulations and Fees																															
	Event fees																															
	Type IA Event: St. Pete Beach Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days.																															
	Type IB Event: Non-Resident/Business event that does not require site plan review, on-site inspections, other city services, permits from other governmental agencies and are limited to three consecutive days																															
	Type IIA Event: St. Pete Beach Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies																															
	Type IIB Event: Non-Resident/Business event that requires any of the following: site plan review, on-site inspections, other city services or additional permits from other governmental agencies. Type III Event: Any event that the City Manager or his/her designee determines cannot be permitted as a Type IA, IB, IIA, or IIB due to complexity of event or other impacts of the event. The fee shall be determined following review of the event impact.																															
	Special event fees:																															
	<table><tr><td>Attendance</td><td>Type IA</td><td>TypeIB</td><td>Type IIA</td><td>Type IIB</td><td>Type III</td></tr><tr><td>Up to 249</td><td>\$25.00</td><td>\$50.00</td><td>\$75.00</td><td>\$100.00</td><td>TBD</td></tr><tr><td>250-500</td><td>\$50.00</td><td>\$100.00</td><td>\$250.00</td><td>\$350.00</td><td>TBD</td></tr><tr><td>501-999</td><td>\$75.00</td><td>\$150.00</td><td>\$500.00</td><td>\$650.00</td><td>TBD</td></tr><tr><td>1,000+</td><td>\$100.00</td><td>\$200.00</td><td>\$750.00</td><td>\$1,000.00</td><td>TBD</td></tr></table> Non-Permitted Event Fee - 3 times event fee plus cost incurred by City	Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III	Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD	250-500	\$50.00	\$100.00	\$250.00	\$350.00	TBD	501-999	\$75.00	\$150.00	\$500.00	\$650.00	TBD	1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD	
Attendance	Type IA	TypeIB	Type IIA	Type IIB	Type III																											
Up to 249	\$25.00	\$50.00	\$75.00	\$100.00	TBD																											
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1,000+	\$100.00	\$200.00	\$750.00	\$1,000.00	TBD																											

	Beach Wedding: St. Pete Beach Resident \$100.00 Non-Resident \$250.00 Beach Wedding with no Commercial support (i.e. no equipment, chairs, etc.) limited to 20 people: St. Pete Beach Resident \$50.00 Non-Resident \$75.00	
	Business permit for fire and other altered goods sale or going out of business sale	
	First 60 days	20.00
	Additional 15 days	5.00
	Chapter 38. Elections	
	Candidate guidebook administrative costs	10.00
	Qualifying fee for position of mayor-commissioner or city commissioner	40.00
	Chapter 42. Emergency Services	
	Article II. Alarm Systems	
	Response to fourth or succeeding false alarm	150.00
	Chapter 46. Environment	
	Article II. Nuisances	
	Lot clearing or mowing by city:	
	Administrative fee	200.00
	Lot mowing charges for vacant or improved lots in an amount equal to the city cost for mowing, in addition to administrative fee in subsection (1) of this section	
	Tree trimming in an amount equal to the city cost for trimming, in addition to administrative fee in subsection (1) of this section	
	Clerical work, secretarial services and all other notification costs at rate equivalent to actual city cost. Attorney's fees equal to actual charge to the city	
	Article III. Junked, Wrecked, Abandoned Property	

	Storage of abandoned or unclaimed property, per day	10.00
	Chapter 50. Library	
	Special, temporary "tourist" card for visitors from outside the Tampa Bay Area	
	Up to 90 days	25.00
	90—180 days	50.00
	Over 180 days	100.00
	Books returned in such condition that they cannot be returned to circulation.	replacement value
	50-3 becomes 50-3-2 50-3 becomes 50-3-3 50-3 becomes 50-3-4	
	Copies from the self-service photocopy machine	0.20
	Print-outs from the public computers, per page	0.20
	Chapter 58. Parks and Recreation	
	Fees and Memberships:	
	Resident daily use (visitor) fees for multi-facilities (gym, arts studio, fitness room)	1.00
	Non-resident daily use (visitor) fees for multi-facilities (gym arts studio, fitness room)	2.00
	Warren Webster	60.00
	Park/pool pavilion	25.00
	All Don Vista Rooms: Mary Nabors, Mary Tracy, Don Vista "A", "B" and "C"	25.00
	Gymnasium	75.00
	Raymond Room	75.00
	Boca Ciega Room (entire floor)	200.00
	½ Boca Ciega Room	100.00
	Balcony Room and Board Room	20.00
	Under the CC Building and Courtyard	60.00
	Friday/Saturday/Sunday rental of Community Center	
	4 hours	

	Standard (Friday & Sunday)	1,000.00
	Premium (Saturday)	1,500.00
	6 hours	
	Standard (Friday & Sunday)	1,500.00
	Premium (Saturday)	2,000.00
	8 hours	
	Standard (Friday & Sunday)	2,000.00
	Premium (Saturday)	2,500.00
	10 or more	
	Standard (Friday & Sunday)	2,500.00
	Premium (Saturday)	3,000.00
	Additional Rental Charges:	
	Pool umbrella—Party rental	25.00
	Staff Cost:	
	Staff (min. two hours)	20.00
	Staff holiday pay (min. two hours)	45.00
	Rental of park property based on the number of anticipated attendees:	
	Residents:	
	50—100	150.00
	101—250	250.00
	251—500	350.00
	Nonresidents:	
	50—100	250.00
	101—250	350.00
	251—500	400.00
	Deposit	50.00—500.00
	Rental deposit for facilities:	
	Under 50 people	100.00
	Over 50 people	500.00
	The resident hourly and time block room rental fees will be ten percent less than the standard fee schedule.	

	Pool (151—180 guest)	200.00
	Additional Rental Charges:	
	Pool Umbrella - Party Rental	25.00
	Staff Cost:	
	Staff (Min. 2 hrs)	20.00
	Staff Holiday pay (Min. 2 hrs)	45.00
	Chapter 62. Peddlers and Solicitors	
	Article II. Commercial Solicitations	
	Solicitation permit fee, per individual, yearly	100.00
	Chapter 78. Taxation	
	Article IV. Business License Tax	
	Business tax license application fee	10.00
	Transfer of business tax license to another person:	
	Transfer of business tax license from one location to another:	
	Not less than	3.00
	Not more than	25.00
	Chapter 82. Traffic and Vehicles	
	Parking decals:	
	Employees of businesses operated on premises only in Pass-a-Grille area and south of 31st Avenue, employees of businesses operated on premises having frontage on Beach Plaza.	25.00
	City resident or nonresident owning property within city	20.00
	Parking permits:	
	Gulf Way and Eighth Avenue area:	Below
	Houses and apartments having street addresses on Gulf Way from First Avenue to 22nd Avenue and Eighth Avenue:	Below

	"A" Permit purchase by record title owner of each unit.	20.00
	On-premises businesses in Pass-a-Grille:	Below
	One-day permits for operators of commercial watersports businesses at Merry Pier, for resale at same price to legitimate customers	4.00
	Gulfwinds Condominium, Friendly Native Condominium and Ramar Apartments and Starlight Towers Condominium:	Below
	"E" Permit Purchase by record title owner of unit, each	20.00
	Hanging meter permits for Pass-a-Grille business owners to be used by customers	35.00 per yr.
	Parking meter rates for coin operated parking meters per hour	2.00
	Parking meter rates for parking pay stations.	2.25 per hour
	Parking meter rates County Park Beach Access parking pay stations.	2.25 per hour
	"C" and "D" Controlled parking residential parking annual permit,	5.00
	"C" and "D" Controlled parking residential temporary parking permit	3.00 per mo.
	Daily parking permits	
	Daily B permit for city metered parking spaces and non-metered city streets requiring, parks and lots requiring B permit (other than County Park)	\$27.00 per day
	Temporary non metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B Permit only zone.	\$3.00 per month
	Temporary one-day non-metered B permit—Must provide proof of owning or residing at an address fronting a city non metered B permit only zone. Cannot be consecutive days.	Up to 20 one-day permits \$3.00
	Storage charge for impounded motor vehicle, per day	35.00
	Chapter 86. Utilities	
	Identification or location of sanitary sewer tap-in	25.00
	Chapter 90. Vehicles for Hire	
	Permit fees for taxicabs and public conveyances:	
	Each vehicle	50.00
	Each driver	10.00

	Driver's permit fee	10.00
	Chapter 94. Waterways	
	Article IV. Water Taxis	
	Fee for water taxi permit, per year	100.00
	Renewal fee, per year	100.00
	Chapter 98. Buildings and Building Regulations	
	General site development/Site plan review-Fire:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or three stories in height.	350.00
	Re-submittals	100.00
	Building construction:	
	Plan review (developments less than 15,000 sq. ft. and no higher than three stories in height)	250.00
	Plan review for buildings greater than 15,000 sq. ft. or greater than three stories in height.	350.00
	Building four stories or higher add additional fee per floor.	50.00
	Re-submittals	100.00
	Fire protection/Life safety systems:	
	Plan review, inspections and acceptance test	250.00
	Re-submittals	100.00
	Re-inspections and Red tag	50.00
	Fire prevention inspections:	

	Certificate of occupancy inspection	No charge
	Periodic-inspection	50.00
	Business tax inspection (For fire inspection of new occupancy)	50.00
	Hotels	
	- Small (< 15,000 sq. ft.)	100.00
	- Large (> 15,000 sq. ft.)	150.00
	Restaurants (each restaurant within a hotel or business will be charged individually in addition to hotel or business inspection fee)	75.00 (Less than 50) 150.00 (More than 50)
	Apartments, condominiums and transient occupancies buildings	50.00 per floor
	Apartments, condominiums hotels and transient occupancies building four stories or higher add additional fee per floor.	25.00
	Assisted living facilities—Per floor	50.00
	Foster homes	50.00
	Daycares	50.00
	Other (Specialty facilities: [Marina], boat repair, auto repair type facilities and other facilities/business types not covered)	150.00
	Special events—Fire-Permits and inspections:	
	Temporary structure permit	25.00
	Beach fire permit	25.00
	Outdoor cooking permit	25.00
	Fireworks permit—Application fee and site inspection	150.00
	Special events/Temporary use	100.00
	Chapter 106. Flood Control	
	Planning and Zoning Fees	
	Site Plan Review (initial and one revision)	
	Not located In CRD Lot less than 5,000 sq. ft.	\$500.00
	Lot greater than 5,000 sq. ft.	\$1,000.00 plus \$100 for each additional 5,000 sq. ft. or portion thereof

	Each re-submittal review	250.00
	Within CRD:	
	Lot less than 5,000 sq. ft.	\$1,200.00
	Lot greater than 5,000 sq. ft.	\$1,200.00 plus \$125 for each additional 5,000 sq. ft. or portion thereof
	Each re-submittal review	\$350.00
	Zoning Review (where no building permit is required)	\$50.00
	Preliminary Plat	\$500.00 plus direct costs for review
	Final Plat	\$300.00 plus any direct costs and recording fees
	Required Mailing	\$.20 per piece plus associated mailing costs
	Planned Development Review	\$1000.00
	Each re-submittal review	\$125.00
	Temporary Use approval	\$100.00 plus direct mailing costs
	Vacation of Easement/ROW request	\$375.00 plus direct mailing costs
	Conditional Use Permit	\$500.00 plus direct mailing costs
	Conditional Use Permit with Variance Request	\$700.00 plus direct mailing costs

	Conditional Use Permit with Planning Board Review	\$1000.00 plus direct mailing costs
	Administrative Appeal to City Manager	\$250.00
	Administrative Appeal to Special Magistrate	\$500.00
	Concurrency Review	\$75.00 plus Direct costs (includes consulting engineer charges for review of utility capacity, transportation analysis and other required concurrency issues)
	Variance Request	\$500.00 plus direct mailing cost
	Certificate of Appropriateness	\$50.00
	With FEMA Variance	\$100.00 plus direct mailing costs
	Land Development Code Text change	\$800.00 plus direct mailing costs
	Land Development Code Map change	\$2000 plus direct mailing costs
	Comprehensive Plan Amendment (not in CRD)	\$2,500.00 plus direct mailing costs
	Comprehensive Plan Amendment (in CRD)	\$3,000.00 plus direct mailing costs
	Sign Permit	\$25.00 plus building permit fee
	Building Permit Fees	

	Plan Review	½ of Building Permit Fee
	Building Permit Base fee	\$50.00 plus \$16.00 per \$1,000 of project valuation
	Plan Revisions	\$15.00 per sheet
	Certificate of Occupancy	\$100.00
	Conditional Certificate of Occupancy	\$100.00 for each 30 days of portion thereof
	Certificate of Completion	\$100.00
	Permit placard replacement	\$15.00
	Penalty fee for failure to post permit card	\$50.00
	Re-inspection fee	\$50.00
	Stop Work Order	\$100.00
	Permit Extension	\$50.00
	Permit Reinstatement	50% of original permit fee applied to remaining work to be completed
	Transfer of Permit	\$15.00 or 10% of original permit fee whichever is greater
	Commencement of work without permit	3 times permit fee
	Chapter 130. Vegetation	
	Tree removal permit application filing fee	25.00
	Tree removal permit appeal fee	20.00

WASTEWATER CONNECTION FEES

Residential: Single-family, single condominium or single apartment ~~\$1,420~~ \$2,668

Commercial: Fee for commercial structures (other than units) will be based on water meter size.

5/8" or 3/4"	\$1,420	\$2,668
1"	\$3,500	\$6,670
1½"	\$7,100	\$13,340
2"	\$11,360	\$21,344
3"	\$22,720	\$42,688
4"	\$35,500	\$66,700
6"	\$71,000	\$133,400
8"	\$113,600	\$213,440

WASTEWATER USER FEES

Monthly wastewater (sewer) rates shall be charged to all customers using the wastewater (sewer) utility system of the city. The rate is based on a base component, flow component (3,000 gallons), rate for usage (1,000 gallons) over flow component, purchased wastewater (sewer) treatment pass-through, and annual index adjustment. Each wastewater (sewer) customer shall be billed as follows:

Residential base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used per residential unit.

Residential excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the residential base rate.

Commercial base rate: \$31.33 for the first 3,000 gallons, or fraction thereof, of potable water used by the customer.

Commercial excess rate: \$10.34 for each 1,000 gallons, or fraction thereof, of potable water used by the customer in excess of the commercial base rate.

To:	City of St. Pete Beach	From:	Stantec Consulting Services, Inc.
Re:	Results of the FY 2017 Wastewater Connection Fee Update Analysis	Date:	March 10, 2017

INTRODUCTION

Stantec¹ has completed an update to the City of St. Pete Beach's (City) Wastewater Connection Fees. This document presents the key elements of the study, including background information, an explanation of the calculation methodology employed, results of the analysis, as well as a comparative connection fee survey. In summary, we have identified that the City's current costs, including new large capital improvement projects identified by the City's consulting engineer in their Model Capacity Report (September of 2016), results in a connection fee of \$2,668 for a typical residential customer, as compared to the current fee of \$1,420 that was recently established as a result of a similar study conducted in early calendar year 2016.

BACKGROUND

Wastewater utilities employ various types of charges and fees to recover the cost of different types of infrastructure. For major backbone infrastructure, such as treatment plants and large diameter conveyance lines, utilities often impose upfront capital charges to new growth and redevelopment such as impact fees to recover the unit cost of capacity. To recover the capital cost of smaller local collection infrastructure, utilities may impose additional charges such as connection fees. Utilities that have both backbone and local infrastructure (particularly smaller systems), may recover the unit cost of capacity for all infrastructure within an impact fee.

The City purchases wholesale wastewater conveyance, treatment, and disposal services from the City of St. Petersburg, and as such does not own any backbone wastewater facilities. However, the City does own and operate local wastewater collection lines and other necessary infrastructure to bring collected wastewater to the lift station and larger conveyance system of the City of St. Petersburg.

As such, the City imposes one-time Wastewater Connection Fees in order to recover the capital costs of its local wastewater collection system. Such charges are the mechanism by which new growth can pay its proportionate share of the capital costs of the system and minimize the extent to which existing residents must bear the cost of such facilities. The City's consulting engineer, Kimley-Horn and Associates, Inc., recently prepared a Model Capacity Report in September of 2016 that identified a series of capital improvement projects needed to rehabilitate the wastewater collection system, the associated costs of the improvements, and determined the remaining capacity for development within the wastewater system upon the completion of the improvements. Due to the magnitude of the identified projects (approximately \$11 million), the City has engaged Stantec to update the connection fees analysis it recently completed in early 2016.

¹ Burton & Associates and Hawksley Consulting were acquired by Stantec in 2016.

GENERAL METHODOLOGY

Although connection fees are not the same as impact fees, we utilized an approach commonly employed in the development of impact fees in order to have a conservative and defensible connection fee structure for the City. Specifically, we used the replacement cost new, less depreciation (RCNLD) of the City's existing assets, plus the portion of its CIP that was expanding capacity² and/or replacing an asset that was fully depreciated³ as the cost basis for the connection fee calculation. This total cost was then divided by the number of existing and future equivalent residential units (ERUs), defined as customers with a 5/8" x 3/4" meter, to determine the level of an updated connection fee for a 5/8" x 3/4" meter. This fee was then scaled based upon the ratio of maximum capacity flow rates of each larger meter size to develop an updated connection fee schedule by meter size for the City.

Cost Basis

Schedule 1 in the Appendix of this document shows the RCNLD, for the City's existing wastewater system assets through FY 2016 as provided by City staff. The total RCNLD of wastewater fixed assets included in the fee calculation is \$14,884,001.

Schedule 2 in Appendix A identifies the multi-year CIP used in the Study. City staff reviewed the CIP in detail in order to identify the percentage of each project that was associated with the provision of additional system capacity or replacement of assets that were fully depreciated. This information was used to determine the amount of the CIP to be added to the RCNLD of the existing system assets. The total CIP cost included in the fee calculation is \$16,648,920, resulting in an unadjusted system cost basis for the fee calculation of \$31,532,921.

Per discussions with City staff, it was estimated that approximately 10% (\$1,488,400) of total system fixed assets were funded via grant proceeds and \$1,200,000 of the CIP is anticipated to be funded from British Petroleum reimbursements. As such, the total costs were reduced by \$2,688,400 to account for infrastructure that was funded from other sources, resulting in a final cost basis of \$28,844,521.

ERU Determination

The connection fee calculation utilizes the costs as identified above, divided amongst the total ERU's that could be served by those costs to calculate an updated fee. As indicated, one ERU is defined as a 5/8 x 3/4" meter. As such, larger meters were converted to ERU's based upon the ratio of maximum flow capacity of each meter size as identified by the American Water Works Association (AWWA). Schedule 3 of the Appendix summarize an analysis of the City's existing wastewater accounts and meter sizes results in 8,356 ERUs currently being served by the wastewater system.

To determine the anticipated number of new ERUs that could be served by the wastewater system's infrastructure, we utilized the June 2015 Density Analysis completed for the City's Community Redevelopment District (CRD). That analysis identified that a maximum of 2,460 additional temporary living units could be developed within the CRD based upon the highest zoning densities. As such, it is assumed that one temporary living unit is equal to 0.75 ERU's and that the City would develop 67% of the maximum possible temporary living units identified by the density analysis. Schedule 4 of the Appendix contains a schedule of projected ERUs at assumed system build-out, and indicates that the system would grow from 8,356 to 9,586 ERUs.

² An analysis of system capacity and asset records indicates that 95% of the large underground infrastructure extension improvements should be included in the cost basis of the fee as shown in Schedule 3 of the Appendix.

³ 75% of the lift station and I&I repair projects in the CIP were included because much of the City's existing lift stations and sewer lines are fully depreciated per a review of the City's asset records.

RESULTS

Upon determining the initial updated wastewater connection fee, two adjustments were made. First, a credit was included in the calculation based upon the net present value of the debt service principal that will be recovered in user fees after new customers connect to the wastewater system to avoid double recovery of debt-funded capital costs. Upon connection to the wastewater system, new customers will begin to use wastewater services and will pay the rates associated with those services. The rates for those services recover the debt service payments associated with the debt incurred to fund the capital costs of the wastewater systems. Therefore, in order to avoid a double recovery of those capital costs in the connection fees and user fees, a credit was calculated based upon the net present value of the annual debt service principal (through the term of the debt) that the average connection (connecting at the mid-point of the term of the debt) will pay after connecting to the wastewater system.

Second, a 3% contingency reduction was made as an allowance for the estimations inherent in calculations such as this. As such, based upon the cost and ERU information provided by the City and the methodology presented herein, the Study has identified a wastewater connection fee of \$2,668 per ERU versus the current fee of \$1,420 (an increase of \$1,248, or approximately 88%). The calculation of the fee is summarized in the table below:

City of St Pete Beach - Wastewater Connection Fee Calculation

Wastewater Fixed Assets (RCNLD)		\$14,884,001
Applicable CIP Projects		\$16,648,920
Total Wastewater Project Costs:		\$31,532,921
Less: Grant Funding	10.00%	(\$1,488,400)
Less: Assumed Contributions for CIP		(\$1,200,000)
Total Applied Costs		\$28,844,521
<u>Wastewater Connection Fee Calculation:</u>		
Current 5/8" Meter Equivalencies (ERUs)		8,356
Remaining 5/8" Meter Equivalencies (ERUs)		1,230
Capacity in 5/8" Meter Equivalencies (ERUs)		9,586
Cost per ERU		\$3,009
Credit for NPV of Debt Service Included in Usage Rates		-\$258
Wastewater Connection Fee per ERU		\$2,751
Reduction for Contingency	3.00%	\$2,668
Percentage of Full Cost Recovery		100%
Proposed Wastewater Connection Fee per ERU		\$2,668
Current Wastewater Connection Fee - per ERU		\$1,420
Change		\$1,248
Percent Change		88%

A comparative table presenting a full schedule of the current and updated connection fees by meter size, is presented below.

City of St. Pete Beach - Connection Fee by Meter Size

Meter Size	5/8 Inch Equivalent	Current Wastewater Connection Fee	Calculated Wastewater Connection Fee	\$ Change	% Change
5/8 inch	1	\$1,420	\$2,668	\$1,248	88%
1 inch	2.5	\$3,550	\$6,670	\$3,120	88%
1-1/2 inch	5	\$7,100	\$13,340	\$6,240	88%
2 inch	8	\$11,360	\$21,344	\$9,984	88%
3 inch	16	\$22,720	\$42,688	\$19,968	88%
4 inch	25	\$35,500	\$66,700	\$31,200	88%
6 inch	50	\$71,000	\$133,400	\$62,400	88%
8 inch	80	N/A	\$213,440	N/A	N/A

SURVEY

In order to provide additional information to the City regarding wastewater connection fees, a comparison of the current and updated fees for the City to the upfront capital charges of neighboring and other generally comparable utilities was prepared. The survey was developed by seeking an inventory of connection fees where available, as well as impact fees imposed by neighboring communities. However, it should be clearly noted that this is not a perfect “apples-to-apples” comparison given the difference in system configurations and fee structures.

Each entity in the survey owns and operates different levels of capital facilities, such as the backbone infrastructure for treatment and transmission components, while others (such as the City) only own and operate local collection systems. Certain entities may separate charges for backbone infrastructure and collection systems into impact fees and connection fees; while others may group all capital recovery charges into one impact fee. Regardless of fee type, the general similarities between all fees presented in this survey are capital recovery fees imposed upon new connections to the system. For the purposes of this survey, we have labeled all upfront capital charges as “connection fees”.

The results of the survey are presented in the following table and provide a basis of comparison of the City’s current and updated wastewater connection fees for single-family residential connections (i.e., one ERU) to the capital recovery fees currently imposed by neighboring wastewater systems.

**City of St. Pete Beach
Wastewater Utility Connection Fee Survey
Single-Family Residential**

Sewer Connection Fee	
St. Pete Beach - Proposed	\$2,668
Pinellas County	\$2,060
Belleair Bluffs	\$2,060
Indian Rocks Beach	\$2,060
Madeira Beach	\$2,060
Seminole	\$2,060
Largo	\$1,835
Dunedin	\$1,666
Tarpon Springs	\$1,514
St. Pete Beach - Current	\$1,420
Oldsmar	\$1,390
Belleair Beach	\$1,000
South Pasadena	\$1,000
Clearwater	\$900
Gulfport	\$495
Safety Harbor	\$400
St. Petersburg	\$350
Treasure Island	\$325
Pinellas Park	\$0

* indicates fees are passed-through via Pinellas County

Beyond the type of capital recovery fee (impact fee vs. connection fee), it is important to note that the reader must view the comparison with caution as no in depth analysis has been performed to identify the methods used in the development of the capital recovery fees imposed by the other public utilities, nor has any analysis been performed to determine whether 100% of the cost of new facilities is recovered from such fees (or if some percentage of the costs are recovered through user fees). Additionally, no analysis was conducted to determine the types of capital facilities currently in service or planned for the utilities surveyed.

Some reasons why connection fees differ among utilities include the following:

- Types of infrastructure owned by the entity
- Fee structures and methodologies (i.e. connection fee vs. impact fee)
- Type and complexity of treatment and effluent disposal method
- Density of service area
- Availability of grant funding to finance CIP
- Age of system and Utility life cycle (e.g., growth-oriented vs. mature)
- Level of service standards and administrative policies



CONCLUSIONS & RECOMMENDATIONS

The fundamental conclusions and recommendations of the Study are as follows:

- The City should increase its current wastewater connection fee by approximately 88% to \$2,668 per ERU to reflect the City's current cost of infrastructure and thereby minimize the amount of these costs to be recovered in its utility rates.
- The resulting connection fees as presented herein are higher than the upfront wastewater capital charges of other neighboring communities.
- We recommend that the City update the fee calculation every 5 years to reflect its most current cost requirements and customer base.

If you have any question or would like to discuss this Technical Memorandum, please do not hesitate to call me at (813) 443-5138.

A handwritten signature in blue ink, appearing to read 'Andrew Burnham'.

Andrew Burnham
Vice President, Financial Services Practice
Stantec Consulting Services, Inc.
Phone: (813) 204-3331
Email: Andrew.Burnham@Stantec.com

CC. Wayne Saunders, City of St. Pete Beach

DISCLAIMER

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cape Coral, Florida and is based on a specific scope agreed upon by both parties. In preparing this report, Stantec utilized information and data obtained from the City or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A – SUPPORTING SCHEDULES

Schedule 1 – provides a detailed asset inventory, including cost data

Schedule 2 – presents a project listing of the multi-year Capital Improvement Program

Schedule 3– presents the remaining capacity for the system after completion of the sewer expansion projects identified in the Capital Improvement Program

Schedule 4– contains the existing number of Equivalent Residential Units

Schedule 5 – contains the projected number of additional Equivalent Residential Units at system build-out

Schedule 1 - Asset Inventory

Description	Date in Service	Book Life	Years Depreciated	Original Cost		Original Cost Less		ENR Escalation Factor	Replacement Cost New Less	
				Original Cost	Depreciation	Depreciation	Depreciation		Cost New Less	Depreciation
1 Sewer Vac Truck	2016	10	1	\$ 356,843	\$ 20,816	\$ 336,027	1.03	\$ 345,857		
2 Sewer Chain Cut	2016	5	1	\$ 5,224	\$ 348	\$ 4,876	1.03	\$ 5,018		
3 Lift Station #	2016	40	1	\$ 13,720	\$ -	\$ 13,720	1.03	\$ 14,121		
4 Lift Station #	2015	40	2	\$ 24,178	\$ -	\$ 24,178	1.06	\$ 25,649		
5 Pump Station # 3 Design/Eng	2014	30	3	\$ 925,624	\$ -	\$ 925,624	1.09	\$ 1,004,413		
6 Force Main #3 R & R	2014	30	3	\$ 788,365	\$ 15,699	\$ 772,665	1.09	\$ 838,434		
7 PAG Way Reconstruction	2014	40	3	\$ 142,419	\$ -	\$ 142,419	1.09	\$ 154,542		
8 Sewer I & I FY15	2015	40	2	\$ 100,188	\$ -	\$ 100,188	1.06	\$ 106,285		
9 CL2 Sampler	1992	5	25	\$ 2,784	\$ 2,784	\$ -	2.13	\$ -		
10 Pumps 2-SH300 Submersible	1995	20	22	\$ 4,400	\$ 4,400	\$ -	1.95	\$ -		
11 Pumps 2 Hydro 3 hp	1996	20	21	\$ 5,228	\$ 5,228	\$ -	1.89	\$ -		
12 Pump Hydro Immersible	1997	20	20	\$ 3,047	\$ 2,998	\$ 49	1.83	\$ 89		
13 Pump 3 HP Hydromatic	1997	20	20	\$ 3,516	\$ 3,340	\$ 176	1.83	\$ 321		
14 Pro Guard 3 way recvy system	1998	10	19	\$ 3,238	\$ 3,238	\$ -	1.80	\$ -		
15 Pump Hydromatic SHJ300M2	1999	20	18	\$ 3,044	\$ 2,587	\$ 457	1.76	\$ 802		
16 Pump Hydromatic SHJ300M2	1999	20	18	\$ 3,044	\$ 2,587	\$ 457	1.76	\$ 802		
17 G Rupp Sewage Pump #1	2001	40	16	\$ -	\$ -	\$ -	1.68	\$ -		
18 G Rupp Sewage Pump #2	2001	40	16	\$ -	\$ -	\$ -	1.68	\$ -		
19 Land	2004	0	13	\$ 310,117	\$ -	\$ 310,117	1.50	\$ 463,813		
20 4 inch sewer lines	1957	40	60	\$ 34,939	\$ 34,939	\$ -	14.70	\$ -		
21 6 inch sewer lines	1957	40	60	\$ 299,242	\$ 299,242	\$ -	14.70	\$ -		
22 8 inch sewer lines	1957	40	60	\$ 30,141	\$ 30,141	\$ -	14.70	\$ -		
23 10 inch sewer lines	1957	40	60	\$ 49,151	\$ 49,151	\$ -	14.70	\$ -		
24 14 inch sewer lines	1957	40	60	\$ 57,851	\$ 57,851	\$ -	14.70	\$ -		
25 18 inch sewer lines	1957	40	60	\$ 485,236	\$ 485,236	\$ -	14.70	\$ -		
26 24 inch sewer lines	1957	40	60	\$ 533,998	\$ 533,998	\$ -	14.70	\$ -		
27 Lift Station #2	1957	40	60	\$ 75,500	\$ 75,500	\$ -	14.70	\$ -		
28 Lift Station #3	1957	40	60	\$ 77,112	\$ 77,112	\$ -	14.70	\$ -		
29 Lift Station #4	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
30 Lift Station #5	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
31 Lift Station #6	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
32 Lift Station #7	1957	40	60	\$ 11,500	\$ 11,500	\$ -	14.70	\$ -		
33 Lift Station #8	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
34 Lift Station #9	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
35 Lift Station #10	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
36 Lift Station #11	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
37 Lift Station #12	1957	40	60	\$ 8,900	\$ 8,900	\$ -	14.70	\$ -		
38 Lift Station #13	1957	40	60	\$ 55,200	\$ 55,200	\$ -	14.70	\$ -		
39 Lift Station #14	1957	40	60	\$ 49,200	\$ 49,200	\$ -	14.70	\$ -		
40 Lift Station #15	1957	40	60	\$ 7,950	\$ 7,950	\$ -	14.70	\$ -		
41 Lift Station #16	1957	40	60	\$ 7,950	\$ 7,950	\$ -	14.70	\$ -		
42 Lift Station #17	1957	40	60	\$ 8,270	\$ 8,270	\$ -	14.70	\$ -		
43 Modification	1989	40	28	\$ 31,701	\$ 21,526	\$ 10,175	2.31	\$ 23,460		
44 Modification	1989	40	28	\$ 7,533	\$ 5,109	\$ 2,424	2.31	\$ 5,588		
45 Lift Station Liners	1989	40	28	\$ 46,730	\$ 31,656	\$ 15,074	2.31	\$ 34,758		
46 Modification	1990	40	27	\$ 36,506	\$ 23,899	\$ 12,608	2.25	\$ 28,352		
47 Force Main Replacement	1990	40	27	\$ 177,957	\$ 116,359	\$ 61,598	2.25	\$ 138,521		
48 Modification	1990	40	27	\$ 3,750	\$ 2,449	\$ 1,301	2.25	\$ 2,926		
49 Electric Upgrade	1990	40	27	\$ 11,294	\$ 7,341	\$ 3,953	2.25	\$ 8,889		
50 Structure Upgrade	1995	40	22	\$ 79,949	\$ 41,973	\$ 37,976	1.95	\$ 73,864		
51 Manhole Adjustments	2000	20	17	\$ 28,377	\$ 22,943	\$ 5,434	1.71	\$ 9,295		
52 I & I FY2000	2000	40	17	\$ 40,187	\$ 16,075	\$ 24,113	1.71	\$ 41,245		
53 79th Avenue Force Main	2001	40	16	\$ 100,985	\$ 40,186	\$ 60,799	1.68	\$ 102,143		
54 I & I FY2001	2001	40	16	\$ 12,045	\$ 4,799	\$ 7,246	1.68	\$ 12,173		
55 Utility relocation BP 2003	2003	40	14	\$ 141,914	\$ 46,533	\$ 95,380	1.59	\$ 151,600		
56 Utility relocation BP 2002	2001	40	16	\$ 705,825	\$ 280,875	\$ 424,950	1.68	\$ 713,924		
57 Utility relocation BP 2004	2003	50	14	\$ 101,894	\$ 26,492	\$ 75,402	1.59	\$ 119,846		

Schedule 1 - Asset Inventory

								ENR	Replacement
	Description	Date in Service	Book Life	Years Depreciated	Original Cost	Depreciation	Original Cost Less Depreciation	Escalation Factor	Cost New Less Depreciation
58	Manhole Adjustments	2001	40	16	\$ 9,747	\$ 3,675	\$ 6,072	1.68	\$ 10,202
59	Sewer I & I FY03	2003	40	14	\$ 88,284	\$ 28,862	\$ 59,422	1.59	\$ 94,447
60	Sewer I & I FY04	2004	40	13	\$ 73,703	\$ 23,645	\$ 50,058	1.50	\$ 74,867
61	Force Main Replacement	2004	50	13	\$ 34,760	\$ 8,977	\$ 25,784	1.50	\$ 38,562
62	Master Pump Station	2004	50	13	\$ 177,700	\$ 45,787	\$ 131,913	1.50	\$ 197,290
63	Hydro Submersible Pump	2005	20	12	\$ 3,504	\$ 2,060	\$ 1,444	1.43	\$ 2,063
64	Hydro Submersible Pump	2005	20	12	\$ 3,504	\$ 2,060	\$ 1,444	1.43	\$ 2,063
65	Hydro Submersible Pump	2005	20	12	\$ 3,504	\$ 2,060	\$ 1,444	1.43	\$ 2,063
66	2005 Vactor	2005	10	12	\$ 234,365	\$ 234,365	\$ -	1.43	\$ -
67	Utility relocation BP 2005	2005	50	12	\$ 15,287	\$ 3,642	\$ 11,644	1.43	\$ 16,641
68	Master Pump Station	2005	50	12	\$ 298,028	\$ 71,014	\$ 227,014	1.43	\$ 324,431
69	Sewer I & I FY05	2005	40	12	\$ 211,541	\$ 62,882	\$ 148,659	1.43	\$ 212,451
70	Force Main Replacement	2005	30	12	\$ 14,072	\$ 5,558	\$ 8,514	1.43	\$ 12,168
71	Sewer Rehabilitation	2005	20	12	\$ 367,077	\$ 215,797	\$ 151,280	1.43	\$ 216,198
72	Master Lift Station	2005	50	12	\$ 73,081	\$ 16,203	\$ 56,878	1.43	\$ 81,285
73	2006 Ford F-350	2006	7	11	\$ 28,830	\$ 28,830	\$ -	1.37	\$ -
74	Hydro Submersible Pump	2006	7	11	\$ 3,847	\$ 3,847	\$ -	1.37	\$ -
75	Hydro Submersible Pump	2006	7	11	\$ 3,847	\$ 3,847	\$ -	1.37	\$ -
76	I & I FY06	2006	40	11	\$ 38,815	\$ 10,189	\$ 28,626	1.37	\$ 39,311
77	Master Pump Station	2006	50	11	\$ 1,662,165	\$ 349,054	\$ 1,313,110	1.37	\$ 1,803,215
78	Sewer I & I	2006	40	11	\$ 70,122	\$ 18,407	\$ 51,715	1.37	\$ 71,017
79	Force Main Replacement FY06	2006	30	11	\$ 2,761	\$ 966	\$ 1,794	1.37	\$ 2,464
80	TV/Digital Recorder	2006	7	11	\$ 41,930	\$ 41,930	\$ -	1.37	\$ -
81	Sewer I & I FY2006	2006	40	11	\$ 2,200	\$ 577	\$ 1,623	1.37	\$ 2,229
82	Master Lift Station FY06	2006	50	11	\$ 12,870	\$ 2,724	\$ 10,146	1.37	\$ 13,933
83	Hydromatic Pump	2007	7	10	\$ 3,880	\$ 3,880	\$ -	1.34	\$ -
84	Hydromatic Pump	2007	7	10	\$ 3,880	\$ 3,880	\$ -	1.34	\$ -
85	Incode server/license	2007	3	10	\$ 33,000	\$ 33,000	\$ -	1.34	\$ -
86	Master Pump Station FY07	2007	50	10	\$ 1,310,418	\$ 242,427	\$ 1,067,990	1.34	\$ 1,426,476
87	Sewer I & I FY07	2007	40	10	\$ 65,700	\$ 15,193	\$ 50,507	1.34	\$ 67,460
88	John Deer Front Loader	2008	7	9	\$ 35,184	\$ 35,184	\$ -	1.28	\$ -
89	3 HP Hydro sub pump	2008	20	9	\$ 3,909	\$ 1,710	\$ 2,199	1.28	\$ 2,815
90	3 HP Hydro sub pump	2008	20	9	\$ 3,909	\$ 1,710	\$ 2,199	1.28	\$ 2,815
91	3 HP Hydro sub pump	2008	20	9	\$ 3,909	\$ 1,710	\$ 2,199	1.28	\$ 2,815
92	Incode Work order System	2008	3	9	\$ 1,948	\$ 1,948	\$ -	1.28	\$ -
93	Master Pump Station FY08	2008	50	9	\$ 431,624	\$ 70,481	\$ 361,143	1.28	\$ 462,455
94	Hydromatic Pump	2008	7	9	\$ 8,500	\$ 8,500	\$ -	1.28	\$ -
95	LS # 7 Rehab	2009	50	8	\$ 19,958	\$ 2,714	\$ 17,244	1.24	\$ 21,412
96	Whelled Transporter	2009	7	8	\$ 9,993	\$ 9,993	\$ -	1.24	\$ -
97	LS # 7 Rehab	2010	40	7	\$ 134,945	\$ 21,065	\$ 113,880	1.21	\$ 137,670
98	Master Pump Station 1 Eval	2011	40	6	\$ 294,838	\$ 39,310	\$ 255,529	1.17	\$ 299,800
99	Sewer I & I FY10	2009	40	8	\$ 98,666	\$ 16,855	\$ 81,811	1.24	\$ 101,583
100	Snake Machine	2011	5	6	\$ 3,413	\$ 3,413	\$ -	1.17	\$ -
101	Sewer I & I FY11	2011	30	6	\$ 7,470	\$ 1,346	\$ 6,124	1.17	\$ 7,185
102	LS Rehabilitation	2011	30	6	\$ 1,139,557	\$ 112,267	\$ 1,027,290	1.17	\$ 1,205,272
103	Master Pump Station Controls	2011	5	6	\$ 6,450	\$ 6,450	\$ -	1.17	\$ -
104	2012 Ford F 350	2011	6	6	\$ 45,787	\$ 38,283	\$ 7,504	1.17	\$ 8,804
105	Minolta Copier	2011	5	6	\$ 1,421	\$ 1,421	\$ -	1.17	\$ -
106	Manhole Adjustments	2011	10	6	\$ 57,407	\$ 26,377	\$ 31,029	1.17	\$ 36,405
107	Lift Station #10	2012	30	5	\$ 129,409	\$ 18,345	\$ 111,064	1.14	\$ 126,970
108	Sewer I & I FY12	2012	30	5	\$ 397,928	\$ 50,037	\$ 347,891	1.14	\$ 397,715
109	Sewer I & I FY13	2013	30	4	\$ 41,221	\$ 5,038	\$ 36,183	1.11	\$ 40,332
110	Utility Crane truck	2013	7	4	\$ 28,068	\$ 13,652	\$ 14,417	1.11	\$ 16,070
111	Engineering/Sta.1 pumps	2013	10	4	\$ 991,269	\$ 251,915	\$ 739,354	1.11	\$ 824,124
112	Underground Electric Sta 2	2013	30	4	\$ 1,918,766	\$ 109,219	\$ 1,809,546	1.11	\$ 2,017,020
113	SCADA System	2014	5	3	\$ 62,729	\$ 30,319	\$ 32,410	1.09	\$ 35,169
114	Odor Control System Sta 1	2014	5	3	\$ -	\$ -	\$ -	1.09	\$ -
					\$ 16,846,767	\$ 4,971,286	\$ 11,875,481		\$ 14,884,001



Technical Memorandum

Schedule 2 - St. Pete Beach - Wastewater Capital Improvement Program

PROJECT DESCRIPTION	EXP %	CWIP	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	Total In Fee
Lift Station R&R	75%	-	485,000	240,000	240,000	220,000	-	1,185,000	888,750
I&I Repairs	75%	-	1,800,000	1,700,000	500,000	300,000	300,000	4,600,000	3,450,000
Pass-A-Grille Way Phase I	100%	1,235,433	-	-	-	-	-	1,235,433	1,235,433
Pass-A-Grille Way Phase II	100%	-	423,000	-	-	-	-	423,000	423,000
Valve Vault Repair	0%	-	165,000	160,000	-	-	-	325,000	-
Sewer Expansion South (Rehabilitation)	95%	-	435,000	3,000,000	2,000,000	-	-	5,435,000	5,166,872
Sewer Expansion North (Rehabilitation)	95%	-	435,000	3,000,000	2,000,000	-	-	5,435,000	5,166,872
Gulf Winds Drive Reconstruction	0%	-	-	-	-	50,000	375,000	425,000	-
Blind Pass Road	100%	317,993	-	-	-	-	-	317,993	317,993
		\$ 1,553,426	\$ 12,815,760	\$ 8,100,000	\$ 4,740,000	\$ 570,000	\$ 675,000	\$ 28,454,186	\$ 16,648,920

Schedule 3 - St. Pete Beach - Remaining Capacity for Development

System Capacity Analysis	
Description	Gallons Per Minute
24- inch Gravity Main Total Capacity (75% Full) (A):	2,248 GPM
Maximum Capacity of Force Main with Proposed Pumps (C)	5,027 GPM
Total Capacity (TC) of System (A+C)	7,275 GPM
Total Peak Flow (TPD) Contributing to System	4,744 GPM
Total Remaining Capacity (TRC) for Development [TC - TPD]	2,531 GPM
Plus Capacity of Gravity Main as it is fully depreciated (A)	2,248 GPM
Net Capacity (NC) for Growth and of Depreciated Assets [TRC + A]	4,779 GPM
% of Large Capital Projects/Extensions Included [NC / C]	95.07%

Source Data: Kimley Horn Capacity Report - Table 6, Page 28

Schedule 4 - Existing ERUs

Summary of Existing ERUs			
Water Meter Size	ERUs	Meter Count	ERU Count
¾ inch	1.0	3,160	3,160
1 inch	5.0	331	1,655
1-1/2 inch	8.0	135	1,080
2 inch	16.0	116	1,856
4 inch	25.0	13	325
6 inch	50.0	4	200
8 inch	80.0	1	80
		3,760	8,356

Schedule 5 - Projected Living Units

Character District Category (2013)	ERUs Per TLU	Existing Units TLU's	Total ERUs
Larger Resort (LR)	0.75	1,677	1,258
Boutique Hotel/Condo (BHC)	0.75	506	380
Activity Center (AC)	0.75	193	145
Bayou Residential (BR)	0.75	(10)	(8)
Town Center (TC-1)	0.75	25	19
Town Center Corey Circle (TC-2)	0.75	23	17
Town Center Conquina West (TC-2)	0.75	(1)	(1)
Downtown Core Residential (DCR)	0.75	(20)	(15)
Upham Beach Village	0.75	76	57
Commercial Corridor -1 (CC-1)			
Single-Family or Duplex Lots not Abutting Blind Pass Road	0.75	0	0
Remainder	0.75	0	0
Commercial Corridor -2 (CC-2)			
Single-Family or Duplex Lots not Abutting Blind Pass Road	0.75	0	0
Remainder	0.75	(9)	(7)
Total		2,460	1,845
Development of Remaining Buildout			66.67%
Estimated ERUs			1,230

Source Data: Temporary living units from Table 6 of the Density Analysis prepared for the City's Community Redevelopment District by Calvin, Giordano & Associates, Inc. dated June 8, 2015

Wastewater Connection Fees

City of St. Pete Beach
Commission Meeting

Presented by:
Andy Burnham, Vice President

March 28, 2017

230

Background & Overview

What are connection fees?

- One-time fees designed to recover the cost of capacity used for new development
- Recovers capital costs associated with the City's local wastewater collection system

History

- Current fee established in summer of 2016
- September of 2016: Consulting Engineer identified large capital projects to rehabilitate collection system and provide additional capacity

Connection Fee Methodology

Cost Basis

- Replacement cost less depreciation of current assets
- Expansion portion of 5-year capital improvement program, plus replacements for depreciated assets
- Adjusted for grant funding and contributed capital

Wastewater System Capacity

- Expressed in terms of ERCs at full system capacity
 - 2/3 of maximum transient unit development

Calculation

- Cost basis divided by capacity in ERCs
- Deduct credits and adjustments:
 - Principal part of debt and 3% est./contingency allowance

Key Issue: How Much of Large New Project Costs Should be Included?

St. Pete Beach - Remaining Capacity for Development

System Capacity Analysis	
Description	Gallons Per Minute
24- inch Gravity Main Total Capacity (75% Full) (A):	2,248 GPM
Maximum Capacity of Force Main with Proposed Pumps (C)	5,027 GPM
Total Capacity (TC) of System (A+C)	7,275 GPM
Total Peak Flow (TPD) Contributing to System	4,744 GPM
Total Remaining Capacity (TRC) for Development [TC - TPD]	2,531 GPM
Plus Capacity of Gravity Main as it is fully depreciated (A)	2,248 GPM
Net Capacity (NC) for Growth and of Depreciated Assets [TRC + A]	4,779 GPM
% of Large Capital Projects/Extensions Included [NC / C]	95.07%

Source Data: Kimley Horn Capacity Report - Table 6, Page 28

Updated Connection Fee

City of St Pete Beach - Wastewater Connection Fee Calculation

Wastewater Fixed Assets (RCNLD)	\$14,884,001
Applicable CIP Projects	\$16,648,920
Total Wastewater Project Costs:	\$31,532,921
Less: Grant Funding	10.00% (\$1,488,400)
Less: Assumed Contributions for CIP	(\$1,200,000)
Total Applied Costs	\$28,844,521

Wastewater Connection Fee Calculation:

Current 5/8" Meter Equivalencies (ERUs)	8,356
Remaining 5/8" Meter Equivalencies (ERUs)	1,230
Capacity in 5/8" Meter Equivalencies (ERUs)	9,586
Cost per ERU	\$3,009
Credit for NPV of Debt Service Included in Usage Rates	-\$258

Wastewater Connection Fee per ERU	\$2,751
Reduction for Contingency	3.00% \$2,668
Percentage of Full Cost Recovery	100%
Proposed Wastewater Connection Fee per ERU	\$2,668

Calculated Connection Fees

City of St. Pete Beach - Connection Fee by Meter Size

Meter Size	5/8 Inch Equivalent	Current		Calculated		% Change
		Connection Fee	Wastewater Connection Fee	Connection Fee	Wastewater Connection Fee	
5/8 inch	1	\$1,420		\$2,668		88%
1 inch	2.5	\$3,550		\$6,670		88%
1-1/2 inch	5	\$7,100		\$13,340		88%
2 inch	8	\$11,360		\$21,344		88%
3 inch	16	\$22,720		\$42,688		88%
4 inch	25	\$35,500		\$66,700		88%
6 inch	50	\$71,000		\$133,400		88%
8 inch	80	N/A		\$213,440		N/A
				N/A		

Wastewater Connection Fee Survey

City of St. Pete Beach Wastewater Utility Connection Fee Survey

Single-Family Residential

Sewer Connection Fee	
St. Pete Beach - Proposed	\$2,668
Pinellas County	\$2,060
Belleair Bluffs	\$2,060
Indian Rocks Beach	\$2,060
Madeira Beach	\$2,060
Seminole	\$2,060
Largo	\$1,835
Dunedin	\$1,666
Tarpon Springs	\$1,514
St. Pete Beach - Current	\$1,420
Oldsmar	\$1,390
Belleair Beach	\$1,000
South Pasadena	\$1,000
Clearwater	\$900
Gulfport	\$495
Safety Harbor	\$400
St. Petersburg	\$350
Treasure Island	\$325
Pinellas Park	\$0

* indicates fees are passed-through via Pinellas County

Questions & Discussion

Presentation By:
Andrew Burnham
Vice President, Financial Services

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Appointments to Advisory Boards and Committees

Date: March 28, 2017

Prepared By: Rebecca C. Haynes, City Clerk

Through: Wayne Saunders, City Manager

Summary of Issue: In accordance with Section 22 of the City Charter, members of the advisory boards "...shall be appointed at the first regularly scheduled meeting following the general election."

At the March 14, 2017 election, Alan Johnson was elected Mayor, Rick Falkenstein was re-elected as Commissioner in District 2 and Melinda Pletcher was re-elected as Commissioner in District 4. Appointments and/or reappointments need to be made to the following advisory boards/committees: Beach Stewardship Committee, Board of Adjustment, Finance and Budget Committee, Historic Preservation Board, Library Advisory Committee, Planning Board and Recreation Advisory Committee.

I have attached the current list of appointees.

Funding: N/A

Requested Motion: N/A

Attachments: Advisory Board and Committee Members lists

**Reviewed by
City Manager:** _____ WS

BEACH STEWARDSHIP COMMITTEE

CREATED: City Code, Article XI - Section 22-301 through 22-309

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Quarterly on the third Wednesday of the month

TIME: 9:00 A.M.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

MICHAEL WELCH 3410 East Debazan Avenue 360-9069 Home
Appointed 1/17
Mayor Schechner
Term Expires 3/17 mfw517@yahoo.com

JANET L. HARRIS 550 72nd Ave. 902-9529 Cell
Appointed 10/15
Vice Mayor Falkenstein
Term Expires 3/17 beachjanet174@gmail.com

LENNY STAMOS 2491 East Vina Del Mar 360-3016 Home
Appointed 3/16
Commissioner Finnerty
Term Expires 3/18 lennyssurf@hotmail.com

LYNDA LIND FONTANA 5396 Gulf Blvd., #607 360-6011 Home
Re-appointed 3/16 656-2046 Cell
Commissioner Friszolowski
Term Expires 3/18 lyndalind@yahoo.com

DAN ROTHENBERGER 423 Hermosa Dr. 813-505-6255 Cell
Reappointed 4/15
Commissioner Pletcher
Term Expires 3/17 dan@workingtides.com

Updated: 01/05/2017

BOARD OF ADJUSTMENT

CREATED: City Code, Article II - Section 22-31 through 22 - 40

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Last Wednesday of each month

TIME: 2:00 P.M.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, FL

HARRY METZ

Appointed 12/16

Mayor Schechner

Term Expires 3/17

490 Belle Point Drive

642-5995

hmetz@tampabay.rr.com

TOM DEYAMPERT

Re-appointed 3/16

Commissioner Finnerty

Term Expires 3/18

510 7th Ave No

367-1437 Home

420-2669 Cell

tomdeyampert@gmail.com

MICHAEL BOMAR

Appointed 5/16

Vice Mayor Falkenstein

Term Expires 3/17

6440 4TH Palm Point

727-639-2073

mbomar01@aol.com

PAUL SKIPPER, CHAIR

Re-Appointed 3/16

Commissioner Friszolowski

Term Expires 3/18

255 Corey Avenue

367-7008 Home

natvprop@aol.com

RON HOLEHOUSE

Appointed 12/16

Commissioner Pletcher

Term Expires 3/17

2821 East Vina Del Mar

367-2457 Home

492-7316 Cell

ronald.holehouse@regions.com

ronholehouse@gmail.com

Updated: 1/26/2017

FINANCE & BUDGET REVIEW COMMITTEE

CREATED: City Code, Article III - Section 22-26 through 22-74

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Determined by City Manager or Administrative Services Director

TIME: Established by Board Members

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

AL JOHNSON, CHAIR

Appointed 8/16

Mayor Schechner

Term Expires 3/17

9375 Blind Pass Rd.

543-2794 Cell

alanj@runmsm.com

HAROLD HALE

Appointed 8/16

Commissioner Finnerty

Term Expires 3/18

7711 Coquina Way

289-9173

Hhale495@yahoo.com

JOHN SAMORAJCZYK

Re-appointed 4/15

Vice Mayor Falkenstein

Term Expires 3/17

5414 Lelani Dr.

367-2166 Home

jsamo@prodigy.net

JOANNE MELODAYO

Re-appointed 3/16

Commissioner Friszolowski

Term Expires 3/18

4151 Belle Vista Dr.

360-2627 Home

686-5815 Cell

jomellow@aol.com

MARY HACKER, VICE CHAIR

Appointed 4/15

Commissioner Pletcher

Term Expires 3/17

221 North Tessier Dr.

813-879-6683 Cell

mhacker1@tampabay.rr.com

Updated: 08/16/2016

HISTORIC PRESERVATION BOARD

CREATED: City Code, Article VII - Section 22-206 through 22-213

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Monthly on the first Thursday

TIME: 3:30 p.m.

PLACE: Commission Chambers at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

TINA DOUGLASS

Appointed 8/16

Mayor Schechner

Term Expires 3/17

2811 Pass-A-Grille Way

367-3451

tinardouglass@gmail.com

SEAN HURLEY

Appointed 3/16

Commissioner Finnerty

Term Expires 3/18

2506 Pass-A-Grille Way

365-2107

sean@hurley-associates.com

INGRID JACOBUS

Re-appointed 4/15

Vice Mayor Falkenstein

Term Expires 3/17

6411 4TH Palm Place

360-4020

IMJacobus@aol.com

YANN WEYMOUTH

Appointed 3/16

Commissioner Friszolowski

Term Expires 3/18

2740 E Vina Del Mar

(813)463-3726

yann.weymouth.63@post.harvard.edu

CHRIS MARONE

Re-appointed 4/15

Commissioner Pletcher

Term Expires 3/17

107 5th Avenue

367-5356

422-7363

cmarone@maronelaw.com

Updated: 08/17/2016

LIBRARY ADVISORY COMMITTEE

CREATED: City Code Article V, Section 22-136 through 22-144

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Determined by Library Administrator or Administrative Services Director

TIME: 2:00 p.m.

PLACE: Commission Chambers at City Hall,
155 Corey Avenue, St. Pete Beach, FL

LANCE PETERSON

Appointed 8/16

Mayor Schechner

Term Expires 3/17

3919 Belle Vista Drive E.
St. Pete Beach, FL

360-6068
324-9758

lpeters7@tampabay.rr.com

STEVE TRAIMAN, VICE CHAIR

Appointed 3/16

Commissioner Finnerty

Term Expires 3/18

420 64TH Avenue #706

360-1387

traimancreativecopy@gmail.com

JUDY COHAN, CHAIRWOMAN

Re-appointed 4/15

Vice Mayor Falkenstein

Term Expires 3/17

6600 Sunset Way, #216

367-4407

judy.cohan@verizon.net

WENDY HOLMES

Re-appointed 3/16

Commissioner Friszolowski

Term Expires 3/18

215 43rd Avenue
St. Pete Beach, FL

452-0160

wphbcchb12@gmail.com

JOHN PHILLIPS, SR.

Re-appointed 3/15

Commissioner Pletcher

Term Expires 3/17

403 Gulf Way, #302

360-8497

marge@tampabay.rr.com

Updated: 08/16/2016

PLANNING BOARD

CREATED: City Code, Article VIII, Section 22-241 through 22-248

TERMS: To run concurrently with the term of office for the Commission Member who made the appointment

MEETS: Third Tuesday of the month

TIME: 4:00 P.M.

PLACE: Commission Chamber at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

TIFFANY SECKA, CHAIRWOMAN

Appointed 8/16

Commissioner Pletcher

Term Expires 3/17

450 82nd Avenue 415-6007
St. Pete Beach, FL 33706

tmsmarie@aol.com

MICHAEL LEHMAN, VICE CHAIR

Re-Appointed 4/16

Commissioner Finnerty

Term Expires 3/18

535 80th Ave. 492-4452
St. Pete Beach FL 33706

michael@bobosart.com

JACK OHLHABER

Appointed 4/15

Vice Mayor Falkenstein

Term Expires 3/17

5810 Balao Way South 360-5918 (H)
St. Pete Beach, FL 33706 460-9753 (C)

johlhaber@gmail.com

MARVIN SHAVLAN

Appointed 11/16

Commissioner Friszolowski

Term Expires 3/18

5396 Gulf Blvd., #1108 439-6175 (C)

bonddiamonds@aol.com

LINDA CHANEY

Appointed 8/16

Mayor Schechner

Term Expires 3/17

5402 Aloha Dr. 481-0096 (C)
St. Pete Beach, FL

Lchaney21@gmail.com

Updated 11/09/2016

RECREATION ADVISORY COMMITTEE

CREATED: City Code, Article IV, -Section 22-101 through 22-109

TERMS: To run concurrently with the term of office of the Commission Member who made the appointment

MEETS: Quarterly

TIME/PLACE: Commission Chamber at City Hall, 155 Corey Avenue, St. Pete Beach, Florida

ROBERTA RHODES

Appointed 8/16

Mayor Schechner

Term Expires 3/17

8540 Gulf Blvd.

346-5611 Home

roberta.rhodes@att.net

AUSTIN PIAZZA, VICE CHAIR

Re-Appointed 3/16

Commissioner Finnerty

Term Expires 3/18

453 81st Avenue

902-9207 Home

austinpiazza@gmail.com

SCOTT SEUBERT

Reappointed 5/15

Vice Mayor Falkenstein

Term Expires 3/17

6477 1st Palm Point

367-6321 Home

sseubert6321@yahoo.com

STEVE STEWART, CHAIR

Appointed 3/16

Commissioner Friszolowski

Term Expires 3/18

250 Julia Circle S.

798-4077 Home

a082964@allstate.com

DANIELLE MICKLITSCH

Re-appointed 4/15

Commissioner Pletcher

Term Expires 3/17

2373 West Vina Del Mar
Blvd.

727-415-8737

dmicklitsch@gmail.com

Updated: 08/16/2016