

REVISED

Table of Contents

Agenda	2
Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$77,500 to provide engineering services for the rehabilitation of wastewater lift stations 5, 6, 9 and 12.	
Lift Station Rehab Engineering Agenda Report.	4
Lift Station Rehab Engineering Proposal	5
Lift Station Evaluation.	10
Authorize the City Manager to enter into a Right-of-Way agreement with the Pass-A-Grille Motel, Inc. for the purpose of locating and maintaining 1 trash receptacle within the City Right-of-Way.	
Agenda Report	19
Exhibit A	20
Authorize the City Manager to enter into a Right-of-Way agreement with the RaHo of Pass-A-Grille, Inc. for the purpose of locating and maintaining 2 trash receptacles and 3 grease drums within the City Right-of-Way.	
ROW Agreement RAHO Agenda Report	29
Exhibit A	30
Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the Communication Workers of America (CWA) – Local 3179 for October 1, 2012 to September 30, 2015.	
CWA Agreement Agenda Report	39
CWA Agreement	40
Authorize the City Manager to amend the Pinellas County Sheriff Interlocal Agreement to include Code Enforcement services.	
PCSO Agreement Amendment Agenda Report.	110
Exhibit A	111
Exhibit B.	114
FY14 CIP Discussion	
FY14 CIP Agenda Report.	120
Community Development 4th Quarter Activity Report	
Agenda Report	122
Exhibit A	123
City Clerk's Quarterly Report	
City Clerk's 4th Quarter Report	133
Public Services Department 4th Quarter Report	
Public Services 4th Quarter Report	135
Recreation Department 4th Quarter Report	
Recreation 4th Quarter Report	141



COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue

Tuesday, October 22, 2013

6:00 PM

Call to Order
Pledge of Allegiance
Invocation
Roll Call

REGULAR MEETING

1. **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.
2. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items. **None for this Agenda**
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda.
4. **Consent**
 - a. **Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$77,500 to provide engineering services for the rehabilitation of wastewater lift stations 5, 6, 9 and 12.**

- b. Authorize the City Manager to enter into a Right-of-Way agreement with the Pass-A-Grille Motel, Inc. for the purpose of locating and maintaining 1 trash receptacle within the City Right-of-Way.**
 - c. Authorize the City Manager to enter into a Right-of-Way agreement with the RaHo of Pass-A-Grille, Inc. for the purpose of locating and maintaining 2 trash receptacles and 3 grease drums within the City Right-of-Way.**
- 5. Action Items**
 - a. Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the Communication Workers of America (CWA) – Local 3179 for October 1, 2012 to September 30, 2015.**
 - b. Authorize the City Manager to amend the Pinellas County Sheriff Interlocal Agreement to include Code Enforcement services.**
- 6. Ordinances - None for this Agenda**
- 7. Resolutions - None for this Agenda**
- 8. Items for Discussion**
 - a. FY14 CIP Discussion**
- 9. City Manager, City Attorney and City Commission Reports**
 - a. Department Quarterly Reports (online version only)**
- 10. Adjournment**

APPEAL

If a person decides to appeal any decision made at this meeting, they will need a record of the proceeding and, for such purpose, may need to ensure that a verbatim record of the meeting is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105) The City does not furnish verbatim transcripts; interested parties should make the necessary arrangements for verbatim transcripts.

AMERICAN DISABILITIES ACT

In Accordance with the American's with Disabilities Act and F.S. 286.26, persons with disabilities needing special accommodations to participate in this meeting should contact City Hall at (727) 367-2735 no later than (4) days prior to the meeting for assistance.

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

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

Issue Considered: Authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$77,500 to provide engineering services for the rehabilitation of wastewater lift stations 5, 6, 9 and 12.

Date: October 22, 2013

Prepared By: Steven J. Hallock, Public Services Director

Summary of Issue: We had 594 lift station alarms last year with the majority of these being for lift stations 5, 6, 9, and 12 due to their old age and poor condition. With the frequency of failures rising quickly we need to rehab these stations now and consider it an emergency repair to ensure the integrity of the wastewater collection system.

Due to wastewater fee adjustments in previous years the Wastewater Fund not only paid back the entire General Fund loan, it also now has reserves to pay for badly needed projects like this one. The budget adjustment for this project will be coming forward at a future meeting but we need to get the engineering started immediately and expedite this project.

Requested Motion: "I move to authorize the City Manager to sign a proposal from Kimley-Horn and Associates, Inc. in the amount of \$77,500 to provide engineering services for the rehabilitation of wastewater lift stations 5, 6, 9 and 12."

Attachments: Kimley-Horn and Associates, Inc. Proposal
Lift station 5, 6, 9, and 12 Assessment

**Reviewed by
City Manager:**

MB

INDIVIDUAL PROJECT ORDER NUMBER**September 25, 2013**

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 January 8, 2013, which is incorporated herein by reference.

Identification of Project:**Rehabilitation of Lift Stations No. #5, #6, #9, and #12****General Category of Services:**

Under this IPO, the Engineer will provide general engineering services for the rehabilitation of lift station #5, #6, #9, and #12. The stations will have new pumps, control panels, piping, valves and the wetwells lined and or repaired. The work to be included will be as follows:

1. Survey Topographic Survey of each lift station listed above as located in St Pete Beach, Florida. Apparent right of way lines will be determined in accordance with existing monumentation and information supplied by the Client, City or County. No Title Searches will be performed as part of this scope of services.
2. Prepare plans providing for the replacement of the pumps, piping, valves, and controls.
3. Construction management to include site visit and start up.

Specific Scope of Services:**Task 1 – Site Visits/Preliminary Design**

This task shall include the following:

- 1.1 One site visit per station to obtain readily accessible pump station and site information, observe existing pump station operation and electrical configuration, as well as electrical service information.
- 1.2 KHA will review the equipment and operating data as it relates to pump selection. The evaluation will focus on pump performance, pump mechanical integrity, control system operation, and system pressure. The existing control system will be evaluated in terms of present operational problems, redundancy, Class 1 Division 2 compliance, and provisions for a tie-in to the Citywide SCADA system.
- 1.3 KHA will attend one (1) meeting with the City to discuss the preliminary design approach prior to final design and provide an initial opinion of probable cost.
- 1.4 KHA will have their sub-consultant pre-prepare a special purpose survey for the topographic information of each site.

Task 2 – Final Design/Permit Applications

This task shall include the following:

- 2.1 KHA will provide the design of the proposed pump station modifications on 11 x 17 plan sheets in accordance with the preliminary design approach and review comments from the City. Plan sheets with details will be provided for pump station equipment rehabilitation, control modifications, emergency power system, and connections to the existing system, the plan sheets will be provided to the client in PDF format and not paper copies.
- 2.2 KHA's Electrical sub-consultant will provide the following services:
 - a) Design of a new electrical system for each station based on the City of St. Pete Beach's current standards.
 - b) Design for a new control system for each station based on the City of St. Pete Beach's current standards.
 - c) Specifications for the electrical and control systems
 - d) Provide connection to the cell based SCADA system currently under evaluation by the City.
- 2.3 KHA will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project. Included with the specifications will be contract documents that will contain the City's Standard bid documents.
- 2.4 No permits are anticipated since these projects will be considered maintenance.
- 2.5 KHA will provide an updated opinion of probable construction cost for the proposed project based on the final design.
- 2.6 KHA will attend two (2) meetings with the City during the design process to discuss and review the project. These are anticipated to occur after submitting 60% plans and 90% plans respectively.

Task 3 – Bidding Services

- 3.1 KHA will attend a pre-bid meeting at the City of St. Pete Beach offices to describe the project and answer questions from prospective bidders. KHA will prepare meeting minutes from this meeting and send out via email to those in attendance.
- 3.2 KHA will assemble and transmit addendum to the City for distribution..

Task 4 – Construction Observation Services

KHA estimates a short construction period for each station, not exceeding three (3) months per station, with a maximum of five site visits per station and will provide professional construction observation services as specifically stated below:

- 4.1 **Pre-Construction Conference.** KHA will attend a Pre-Construction Conference prior to commencement of Work at the Site. **Visits to Site and Observation of Construction.** KHA will provide limited on-site construction observation services during the construction phase. We have estimated 16 hours for a Project Engineer and 8 hours per station for Project Manager/Engineer. Additional site visits will be made by the Engineer during critical construction activities and at intervals of at least once every week. Such visits and observations by KHA are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on our exercise of professional judgment. Based on information obtained during such visits and such observations, we will evaluate whether Contractor's work is proceeding in accordance with the Contract Documents, and we will keep Client informed of the progress of the Work.
- 4.2 The purpose of KHA's site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform to the Contract Documents. KHA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, KHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- 4.3 **Recommendations with Respect to Defective Work.** KHA will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KHA believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- 4.4 **Clarifications and Interpretations.** KHA will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

- 4.5 Shop Drawings and Samples. KHA will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- 4.6 Substitutes and “or-equal.” Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- 4.7 Inspections and Tests. KHA may require special inspections or tests of Contractor’s work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant’s area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. KHA shall be entitled to rely on the results of such tests and the facts being certified.
- 4.8 Disagreements between Client and Contractor. KHA will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor’s work. In rendering such decisions, KHA shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 4.9 Substantial Completion. KHA will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete; Consultant will notify Client and Contractor.
- 4.10 Final Notice of Acceptability of the Work. KHA will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant’s knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

- 4.11 Record Drawings and Project Documentation. KHA will compile construction records provided by the contractor during construction, shop drawings, and KHA records.
- 4.12 Limitation of Responsibilities. KHA shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

FEE AND BILLING

KHA will accomplish the services outlined in Task 1-4 for the lump sum budget of \$77,500.00. 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. (KHA) dated, dated January 8, 2013.

The following task items represent a breakdown of the lump sum amount for reference:

Task 1 – Site Visit/Preliminary Design	\$14,500.00
Task 2 – Final Design/Permitting	\$36,000.00
Task 3 – Bidding Services	\$ 4,000.00
Task 4 – Construction Observation Services	<u>\$23,000.00</u>

LUMP SUM \$77,500.00

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 Individual Project Order:

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:  _____
David Walthall, PE

TITLE: _____

TITLE: Vice-President _____

DATE: _____

DATE: 10/19/13

Memorandum

To: Renee Cooper
City of St. Pete Beach

From: Wayne White
Kimley-Horn and Associates, Inc.

Date: August 13, 2013

Subject: Lift Station #5, 6, 9, & 12 Evaluation

■
655 North Franklin Street
Suite 150
Tampa, FL 33602

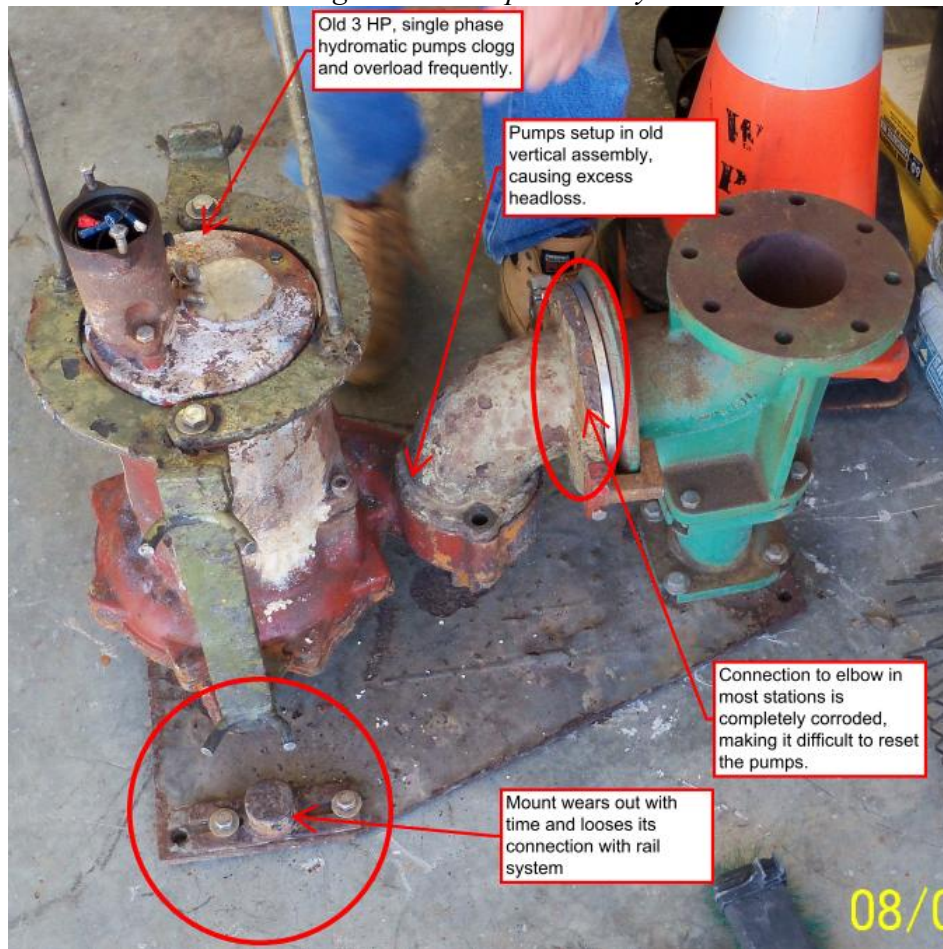
The City of St. Pete Beach (CITY) requested that Kimley-Horn and Associates (KHA) conduct an evaluation of a series of duplex lift station that were in disrepair and were causing them significant problems. This letter is a brief evaluation of Lift Stations #5, 6, 9, and 12.

Pump System

All four lift stations use the same pump and mounting system. The following are some concerns and problems with the system. See Figure 1 for clarification.

- Hydromatic SH300M2.4 - 3HP – Single Phase Pumps are in poor condition. Pumps fail 2-3 times a week from burn out and clogging
- Mounting assembly is in poor condition. Rails are no longer attached to base plat of the system
- Connection from pump to 90 degree elbow is corroded and makes resetting of pumps extremely difficult.
- Pumps are old in technology. They are setup with a vertical outlet which causes additional headloss

Figure 1 – Pump Assembly



SCADA System

The existing SCADA system is very limited, resulting in the following concerns.

- Only accessible through computer in the main office.
 - Staff has expressed a desire to be able to access remotely via the internet
- Stations only show a green or red indicator showing if a station is in operation or not.
 - Staff has expressed the desire show control and flow readings for at least the three major stations.
- Technology is outdated and parts are difficult to replace. There is no longer a local representative to service equipment.

Lift Station #5

Location: 600 Pass-A-Grille Way

Figure 2 - Location of Lift Station #5



LS#5 - Concerns:

- Check and Plug Valves are located within an adjacent manhole, hard to access.
- Rails are broken and loose. They have corroded and detached from the base plate assembly.
- Wetwell and top slab are in poor structural condition. Exposed aggregate and rebar. See Figure 3.
- Electrical system is in poor condition. Capacitors blow every time the pump clogs.
- Pipe is reduced from 4" to 3" diameter through the penetration of the concrete wetwell wall. Causes strain and headloss on the system.

Figure 3 – LS#5 Exposed Aggregate and Rebar



Lift Station #6

Location: 2252 W. Vina Del Mar Blvd.

Figure 4 - Location of Lift Station #6



LS#6 - Concerns:

- Check and Plug Valves are located within an adjacent manhole, hard to access.
- Rails are broken and loose. They have corroded and detached from the base plat assembly.
- Wetwell and top slab are in poor structural condition. Exposed aggregate and rebar. See Figure 5.
- Electrical system is in poor condition. Capacitors blow ever time the pump clogs.
- Pipe is reduced from 4" to 3" diameter through the penetration of the concrete wetwell wall. Causes strain and headloss on the system.

Figure 5 – LS #6 Exposed Aggregate and Rebar



Lift Station #9

Location: 1350 Boca Ciega Isle Dr.

Figure 6 - Location of Lift Station #9



LS#9 - Concerns:

- Lift Station is located directly in driveway of property owner. See Figure 6
- Check and Plug Valves are buried underground and are inaccessible unless excavated.
- Rails are broken and loose. They have corroded and detached from the base plat assembly.
- Wetwell and top slab are in poor structural condition. Exposed aggregate and rebar. See Figure 7.
- Electrical system is in poor condition. Capacitors blow ever time the pump clogs.
- Pipe is reduced from 4" to 3" diameter through the penetration of the concrete wetwell wall. Causes strain and headloss on the system. See Figure 8.

Figure 7 – LS#9 Exposed Aggregate and Rebar



Figure 8 – LS#9 – LS #9 Reduction from 4" to 3"



Lift Station #12

Location: 9300 Blind Pass Rd

Figure 9 – Location of Lift Station #12



LS#12 - Concerns:

- Rails are broken and loose. They have corroded and detached from the base plate assembly. See Figure 10.

- Wetwell and top slab are in poor structural condition. Exposed aggregate and rebar. See Figure 11.
- Electrical system is in poor condition. Capacitors blow ever time the pump clogs. See Figure 12

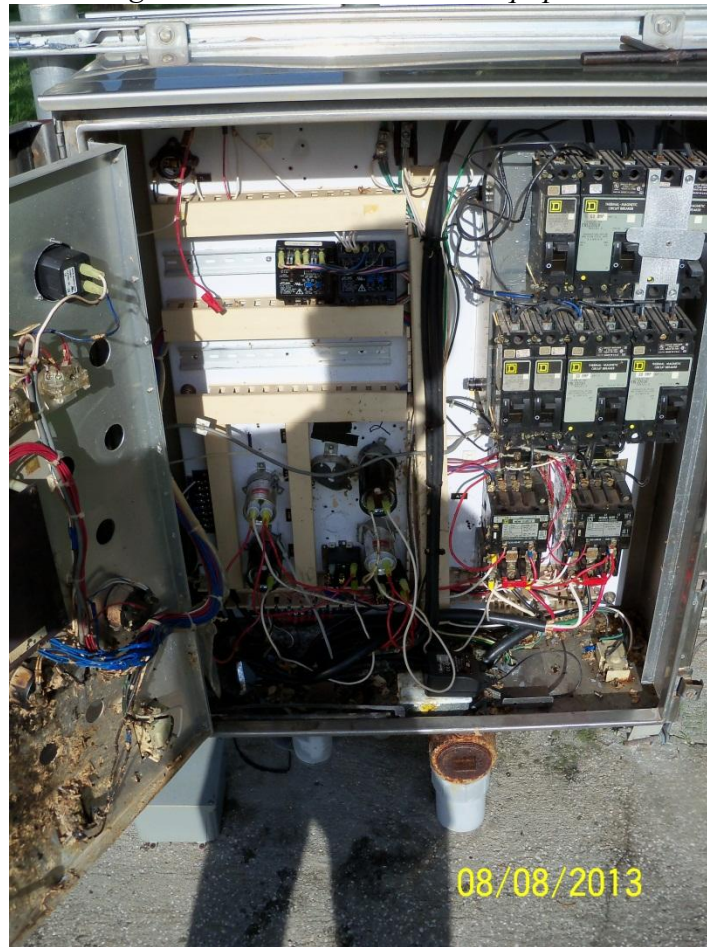
Figure 10 – LS#10 Detached Rail System



Figure 11 – LS#12 Exposed Aggregate and Rebar



Figure 12 – LS#12 Electrical Equipment



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

Issue Considered: Right-of-Way Utilization Permit

Date: October 22, 2013

Prepared By: George Kinney, AICP

Summary of Issue: The Pass-A-Grille Motel, Inc. requests the ability to utilize City right-of-way for the purpose of locating and maintaining 1 trash receptacle. This agreement is brought pursuant to a code enforcement action.

Requested Motion: “I move to authorize the City Manager to enter into a Right-of-Way agreement for the utilization of City right-of-way”

Attachments: Right-of-way permit, Indemnification and Hold Harmless Agreement, Insurance Certificate, and Supporting Exhibits

Reviewed by City Manager: MB

City of St. Pete Beach, Florida



155 Corey Avenue
St. Pete Beach, FL 33706-1839
Public Services/Streets/Facilities/Parks/Recreation/Utilities
(727) 363-9243 Fax (727) 367-2736

Right-of-Way Utilization Permit # _____

THE CITY OF ST. PETE BEACH, a political subdivision of the State of Florida, hereinafter called the "Permit Grantor," "City," or "The City of St. Pete Beach" hereby grants:

hereinafter called the "Permittee," a permit to construct/install ☐, operate ☐, maintain ☐, replace/restore ☐, and/or remove ☐ the facilities, structures or landscaping listed below:

Work to be permitted is shown on an attached geographical description, sketch, or survey. This work is along, beneath, and/or over the right-of-way and/or property of the Permit Grantor at the following location:

Street address or description of location: _____
and is situated between _____
and _____

All work permitted is subject to the Conditions for Approval as included in this Right-of-Way Utilization Permit, City of St. Pete Beach Municipal Code of Ordinances and any other applicable laws, regulations or policies of the City, State, Federal government and/or other regulating authority.

Signing below implies acceptance to all requirements stated, in writing, as a condition of the issuance of this right-of-way utilization permit. Right-of-way utilization permit, conditions of approval, and any letters (from the permit grantor) referring to this right of way utilization permit are all to be considered as part of this right-of-way utilization permit agreement. See attached for additional conditions to this utility permit:

DAVID N. JAMSEN Permittee: PASS A GRILLE BEACH Condominium Address: 709 Gulf Way - PASS A GRILLE FL. 33706 (Physical)
City: PASS A GRILLE FL. Zip: 33706
Telephone: 970-285-0362 Fax: _____
Cell: 970-376-6090 E-mail: dnjansen@msn.com

Permittee Signature: [Signature] PRESIDENT - BOARD OF DIRECTORS - PASS A GRILLE BEACH CONDO H.O.A.
COMPANY (CONTRACTOR) PERFORMING THE WORK IN THE FIELD:

Name: _____ Address: _____
Telephone: _____ Cell: _____

AUTHORIZED BY: _____ DATE OF ISSUANCE: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2013, between THE PASS-A-GRILLE MOTEL, INC., hereinafter referred to as "THE BENEFICIARY" and the CITY OF ST. PETE BEACH, hereinafter referred to as "CITY".

WHEREAS, THE BENEFICIARY operates businesses and owns property adjacent to a City alleyway that connects 7th Avenue to 8th Avenue in Pass-A-Grille; and,

WHEREAS, THE BENEFICIARY utilizes a portion of this City alleyway for the placement of 1 trash receptacle as shown in Exhibit E; and,

WHEREAS, The receptacle is currently supplied by Waste Services, Inc. and is collected pursuant to the pick-up schedule shown in Exhibit D; and,

WHEREAS, THE CITY received a complaint regarding trash overflow and the general condition of the alleyway; and,

WHEREAS, THE CITY advised THE BENEFICIARY to develop a mutually acceptable agreement or remove the receptacle from the City right-of-way; and,

WHEREAS THE BENEFICIARY developed an agreement as shown in Exhibit A; and,

WHEREAS The City Commission of the City of St. Pete Beach has authorized the City Manager to execute this agreement upon submission of all proper documentation;

NOW, IN CONSIDERATION THEREFORE, THE BENEFICIARY agrees to the following:

1. That the area subject to this agreement shall be defined as shown on the survey and site plan marked as 'Exhibit C', and 'Exhibit E' respectively.
2. Indemnification and Hold Harmless: THE BENEFICIARY agrees to indemnify, hold harmless and defend the CITY of, from, and against all liability and expense including reasonable attorney's fees, in connection with any and all claims whatsoever caused or arising out of the placement, construction and use of the fixtures located in the subject property and shown on 'Exhibit E' to this Agreement.

3. Insurance Policy as Security for Agreement: At its expense, THE BENEFICIARY shall keep in force during the term of this Agreement an insurance policy which names the CITY as an additional named insured, insuring the CITY against all claim for which THE BENEFICIARY has indemnified the CITY. The CITY shall approve the policy and the policy shall provide coverage to the CITY in the amount of one-million dollars (\$1,000,000). Said insurance policy shall be effective at the time of the final inspection for permit. THE BENEFICIARY shall provide a certificate of insurance to the CITY specifying the CITY as requiring 30-days advance notice, in writing, of any change to the required insurance policy or cancellation thereof.
4. Term: This Agreement shall remain in force for the period during which the receptacle, shown in 'Exhibit E' remains situated on or within the public right-of-way (alleyway). Unilateral termination of this agreement may be made by either party with a minimum of 30-days written notice. If this agreement is terminated, the receptacle shall be immediately removed at the expense of the BENEFICIARY.
5. Assignment: This Agreement shall be binding upon THE BENEFICIARY, its assignees and successors in interest.
6. Mutually Agreed Conditions: THE BENEFICIARY has offered the following as shown in 'Exhibit A' to this Agreement:
 - a. The beneficiary will respect others by keeping their area in a clean and sanitary condition. The CITY code for garbage and trash shall be the standard to be adhered to.
 - b. The beneficiary recognizes that the area is regularly used as a public walkway and as a result will regularly check the area for compliance to the agreement.
 - c. The beneficiary understands there will be occasions where extra effort will be required to comply with this agreement. The beneficiary will be responsible for bringing in additional receptacles to handle their trash volume should they conduct a special event.
 - d. The beneficiary will instruct individual users to utilize the assigned receptacle and keep the receptacle lid closed when not in use.

- e. Magnetic signs with the business name may be placed on the receptacle and is encouraged so that employees and residents are aware of the receptacle.
- f. The beneficiary agrees to work together to resolve problems as they arise and before the CITY is contacted.
- g. The beneficiary will contact Waste Services, Inc. to replace their receptacle if it falls into a state of neglect or disrepair.

WITNESSES:

David N. Jansen **DAVID N. JANSSEN**

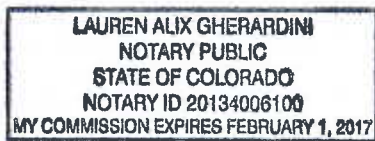
Pass-A-Grille Beach Motel, Inc.

Ra-Ho of Pass-A-Grille, Inc.

Shadracks

**STATE OF FLORIDA
COUNTY OF PINELLAS**

BEFORE ME, the undersigned authority, this date personally appeared David N. Jansen, who is personally known to me or has produced Colorado Driver's License (type of identification) as identification and who did take an oath, and who after being sworn, deposes and says:



CITY OF ST. PETE BEACH

Michael P. Bonfield, City Manager

Subscribed and affirmed, or sworn to before me in
the County of Gaithersburg State of
Colorado the 26 day of July 2013
Lauren Alix Gherardini
Notary Public State of Colorado
My Commission Expires February 1, 2017

ATTEST:

**City Clerk
City of St. Pete Beach**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northeast Underwriters Inc. 4790 1st Street North St. Petersburg FL 33703		CONTACT NAME: Stephanie Young PHONE (A/C, No, Ext): (727) 521-4253 E-MAIL: syoung@neu-ins.com ADDRESS:		FAX (A/C, No): (727) 527-9455
INSURED Pass A Grille Beach Motel Inc, DBA: Pass A 250 104th Avenue Treasure Island FL 33706		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 0003

COVERAGES

CERTIFICATE NUMBER: 13-14

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			I6601510N21ATIA13	1/25/2013	1/25/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holder is hereby named as additional insured in regards to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Pete Beach 155 Corey Avenue St Pete Beach, FL 33706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Exhibit A

The following parties:

Pass-A-Grille Beach Motel, Inc., located at 709 Gulf Way, St. Pete Beach, FL 33706

RAHO of Pass-A Grille, Inc. located at 709 Gulf Way, St. Pete Beach, FL 33706

Shadracks located at 114 8th Ave., St Pete Beach, FL 33706

share the use of a concrete pad in the concrete and shell alley, owned by the City of St. Pete Beach, for the placement of their trash dumpsters, which are currently supplied by Waste Services, Inc.

The parties thereby agree to the following:

- 1) Each party will respect the others by keeping their area in a clean and sanitary condition. The City of St. Pete Beach code for garbage and trash shall be the standard for all parties to adhere to.
- 2) The parties recognize that the area is regularly used as a public walkway and as a result each party must regularly check the area for compliance to the agreement.
- 3) Each party understands there will be occasions where extra effort will be required to comply with the agreement. And, as per the compliance request from Waste Services, Inc. states, businesses planning a special event will be responsible for bringing in additional receptacles to handle their trash volume.
- 4) Each party will instruct individual users as to the best practices for keeping the area in a clean and sanitary state. Best practices include, but are not limited to keeping the dumpster lids closed, draining all liquids prior to placing in the receptacle, breaking down large boxes, and regularly cleaning up any broken glass.
- 5) Each business will use their own trash receptacles and not the other parties. Magnetic signs with the businesses name may be placed on the respective dumpsters and are encouraged so that employees and residents are aware of their receptacle.
- 6) The parties agree to work together to resolve problems as they arise and before the City is contacted.

SIGNATURE:

DATE:

Pass-A-Grille Beach Motel, Inc.

David N. Jansen

DAVID N. JANSEN

7-15-2013

RAHO of Pass-A Grille, Inc.

Shadracks

Scott Syden - Scott Syden

07-17-13

Applies to dumpsters #1 & #4

Exhibit C

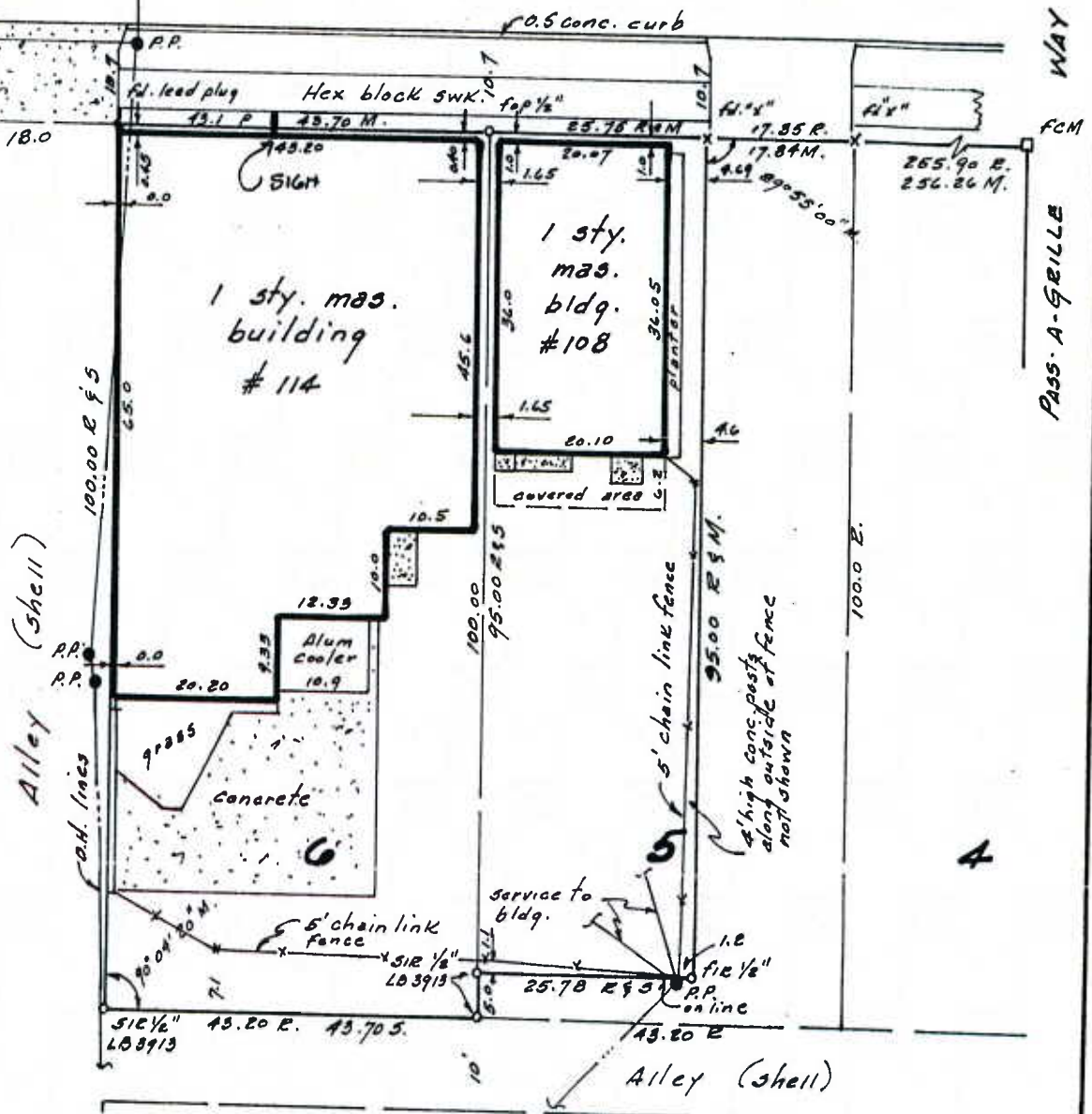
AF 53795A

8TH AVENUE

33' asphalt paving

NORTH

Legend:
 Fd.: found
 P.P.: power pole
 Hex: hexagonal
 SWK: sidewalk
 Fop: foundation
 FCM: found concrete monument
 M: measured
 R: record
 S: set
 sty: story
 mas: masonry
 bldg: building
 FIR: found iron rod
 SIR: set iron rod
 Alum: Aluminium



A PORTION OF LOT 5, BLOCK 6, MOREY BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS WAS FORMERLY A PART.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 6; THENCE SOUTH 95 FEET ALONG THE WEST LINE OF SAID LOT TO A POINT; THENCE EAST 25.78 FEET TO A POINT; THENCE NORTH 95 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5, BLOCK 6; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 25.78 FEET TO THE POINT OF BEGINNING. BEING 25.75 FEET BY 95 FEET OF THE NORTHWESTERLY PART OF LOT 5, BLOCK 6, MOREY BEACH SUBDIVISION.

AND

LOT 6, BLOCK 6, MOREY BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS WAS FORMERLY A PART.

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NO. 125149, PANEL 0005 B, EFFECTIVE DATE MARCH 2, 1983, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS IN ZONE A-11 WITH A BASE FLOOD ELEVATION OF 10 FEET MSL.



Exhibit D

A Progressive Waste Solutions Company

June 3, 2013

RE: Pass-A-Grill Beach Motel, RA HO of Pass-A-Grill, Inc. and Shadracks Bar

To all parties involved,

To assist in the city's compliance request, WSI is providing the following statement:

Pass-A Grill Beach Motel

- 4yd dumpster, pick-up schedule once per week (Monday)

RA HO of Pass A Grill Inc.

- Two 3yd dumpsters, pick-up schedule 5 times per week (Monday-Friday)
- WSI will perform a thorough cleaning on the dumpsters, at their discretion, either by swap out or reconditioning

Shadracks Bar

- 4yd dumpster, pick-up schedule twice per week (Monday/Thursday)
- WSI will perform a thorough cleaning on the dumpsters, at their discretion, either by swap out or reconditioning

Your business location necessitates a protocol to follow if you're planning a special event. The dumpsters you have will not support this sudden spike in trash volume. If you're planning a special event that has the potential to exceed "your" dumpster, let us know and we can provide extra pick-ups, or in some cases a roll-off container. When the city of SPB has special events, i.e. "The Beach Goes Pop", we work with them by providing porto-let and roll-off services to handle the increased volume of trash.

WSI

A Progressive Waste Solutions Company

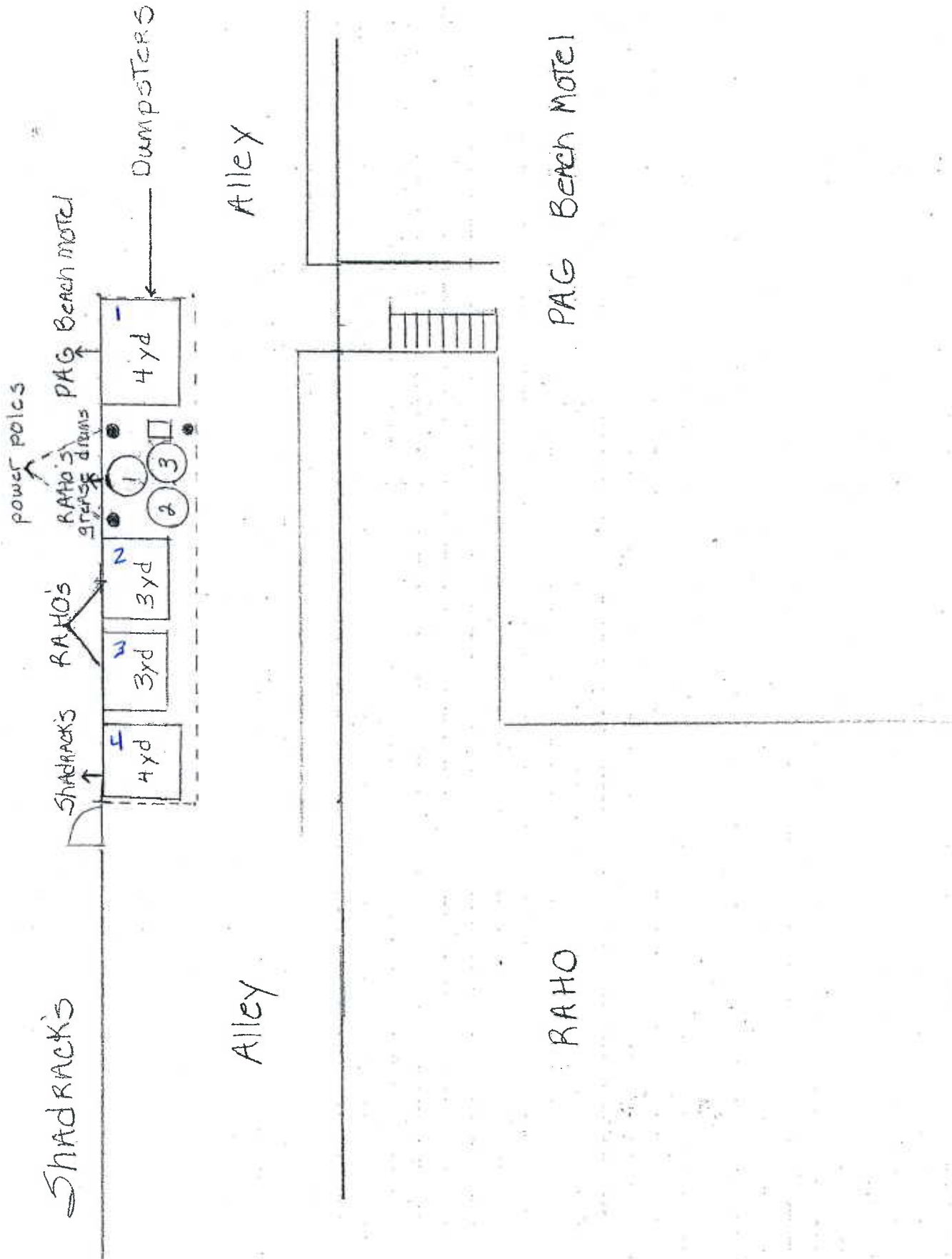
T: 727-572-6800

F: 727-451-6229

C: 727-647-3931

11500 43rd Street North

Clearwater, FL 33762



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

Issue Considered: Right-of-Way Utilization Permit

Date: October 22, 2013

Prepared By: George Kinney, AICP

Summary of Issue: RaHo of Pass-A-Grille, Inc. requests the ability to utilize City right-of-way for the purpose of locating and maintaining 2 trash receptacles and 3 grease drums. This agreement is brought pursuant to a code enforcement action.

Staff recommends approval of this request subject to the following conditions:

- 1. 'Exhibit D' is amended prior to the execution of the agreement such that the Ra-Ho receptacles are increased in size and/or collected on at least one weekend day.***
- 2. The City code for garbage and trash shall be the standard for the applicant to adhere to.***
- 3. The applicant will contact Waste Services, Inc. to replace any receptacles that are in a state of neglect or disrepair.***

Requested Motion: "I move to authorize the City Manager to enter into a Right-of-Way agreement for the utilization of City right-of-way"

Attachments: Right-of-way permit, Indemnification and Hold Harmless Agreement, Insurance Certificate, and Supporting Exhibits

Reviewed by City Manager: MB

City of St. Pete Beach, Florida



155 Corey Avenue
St. Pete Beach, FL 33706-1839
Public Services/Streets/Facilities/Parks/Recreation/Utilities
(727) 363-9243 Fax (727) 367-2736

Right-of-Way Utilization Permit # _____

THE CITY OF ST. PETE BEACH, a political subdivision of the State of Florida, hereinafter called the "Permit Grantor," "City," or "The City of St. Pete Beach" hereby grants:

hereinafter called the "Permittee," a permit to construct/install ☐, operate ☐, maintain ☐, replace/restore ☐, and/or remove ☐ the facilities, structures or landscaping listed below:

Work to be permitted is shown on an attached geographical description, sketch, or survey. This work is along, beneath, and/or over the right-of-way and/or property of the Permit Grantor at the following location:

Street address or description of location: _____
and is situated between _____
and _____

All work permitted is subject to the Conditions for Approval as included in this Right-of-Way Utilization Permit, City of St. Pete Beach Municipal Code of Ordinances and any other applicable laws, regulations or policies of the City, State, Federal government and/or other regulating authority.

Signing below implies acceptance to all requirements stated, in writing, as a condition of the issuance of this right-of-way utilization permit. Right-of-way utilization permit, conditions of approval, and any letters (from the permit grantor) referring to this right of way utilization permit are all to be considered as part of this right-of-way utilization permit agreement. See attached for additional conditions to this utility permit:

Permittee: Ronald F. DeHorse
City: St. Pete Bch
Telephone: 727-367-2457
Cell: 727-492-7316

Address: 125 78th Street W. St. Petersburg
Zip: 33713
Fax: 727-894-3339
E-mail: RonaldDeHorse@qmail.com

Permittee Signature: _____
COMPANY (CONTRACTOR) PERFORMING THE WORK IN THE FIELD:

Name: _____ Address: _____
Telephone: _____ Cell: _____

AUTHORIZED BY: _____ DATE OF ISSUANCE: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2013, between RAHO OF PASS-A-GRILLE, INC., hereinafter referred to as "THE BENEFICIARY" and the CITY OF ST. PETE BEACH, hereinafter referred to as "CITY".

WHEREAS, THE BENEFICIARY operates business(es) and owns property adjacent to a City alleyway that connects 7th Avenue to 8th Avenue in Pass-A-Grille; and,

WHEREAS, THE BENEFICIARY utilizes a portion of this City alleyway for the placement of 2 trash receptacles and 3 grease drums as shown in Exhibit E; and,

WHEREAS, The receptacles are currently supplied by Waste Services, Inc. and are collected pursuant to the pick-up schedule shown in Exhibit D; and,

WHEREAS, THE CITY received a complaint regarding trash overflow and the general condition of the alleyway; and,

WHEREAS, THE CITY advised THE BENEFICIARY to develop a mutually acceptable agreement or remove all receptacles and grease drums from the City right-of-way; and,

WHEREAS THE BENEFICIARY developed an agreement as shown in Exhibit B; and,

WHEREAS The City Commission of the City of St. Pete Beach has authorized the City Manager to execute this agreement upon submission of all proper documentation;

NOW, IN CONSIDERATION THEREFORE, THE PARTNERSHIP agrees to the following:

1. That the area subject to this agreement shall be defined as shown on the survey and site plan marked as 'Exhibit C', and 'Exhibit E' respectively.
2. Indemnification and Hold Harmless: THE BENEFICIARY agrees to indemnify, hold harmless and defend the CITY of, from, and against all liability and expense including reasonable attorney's fees, in connection with any and all claims whatsoever caused or arising out of the placement, construction and use of the fixtures located in the subject property and shown on 'Exhibit E' to this Agreement.
3. Insurance Policy as Security for Agreement: At its expense, THE BENEFICIARY shall keep in force during the term of this Agreement an insurance policy which names the

CITY as an additional named insured, insuring the CITY against all claim for which THE BENEFICIARY has indemnified the CITY. The CITY shall approve the policy and the policy shall provide coverage to the CITY in the amount of one-million dollars (\$1,000,000). Said insurance policy shall be effective at the time of the final inspection for permit. THE BENEFICIARY shall provide a certificate of insurance to the CITY specifying the CITY as requiring 30-days advance notice, in writing, of any change to the required insurance policy or cancellation thereof.

4. Term: This Agreement shall remain in force for the period during which the receptacles and grease drums, shown in 'Exhibit E' remain situated on or within the public right-of-way (alleyway). Unilateral termination of this agreement may be made by either party with a minimum of 30-days written notice. If this agreement is terminated, the receptacles and grease drums shall be immediately removed at the expense of the BENEFICIARY.
5. Assignment: This Agreement shall be binding upon THE BENEFICIARY, its assignees and successors in interest.
6. Mutually Agreed Conditions: THE BENEFICIARY has offered the following as shown in 'Exhibit B' to this Agreement:
 - a. THE BENEFICIARY on the occasion of special events that are at the request of or under control of THE BENEFICIARY will assure additional collections are scheduled as needed.
 - b. THE BENEFICIARY will work to maintain their area and instruct their tenants to utilize the appropriate receptacles.

WITNESSES:

~~Pass-A-Grille Beach Motel, Inc.~~

Ronald Y. Williams

RA-HO of Pass-A-Grille, Inc.

8/1/13

~~Shadracks~~

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this date personally appeared _____, who
Is personally known to me or has produced _____ (type of identification) as
Identification and who did take an oath, and who after being sworn, deposes and says:

CITY OF ST. PETE BEACH

Michael P. Bonfield, City Manager

ATTEST:

City Clerk

City of St. Pete Beach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ronald F. Holehouse Agency, Inc. 125 28th Street N Saint Petersburg, FL 33713	CONTACT NAME: Christy Anderson
	PHONE (A/C, No, Ext): (727)823-5551 FAX (A/C, No): (727)894-3339
	E-MAIL ADDRESS: christy@holehouseins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Insurance Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00004675-0 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		CPS1708147	01/24/2013	01/24/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJ ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

The City of St. Pete Beach
155 Corey Ave
Saint Pete Beach, FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CMA)

© 1988-2010 ACORD CORPORATION. All rights reserved.

709 Gulf Way Agreement Re: Dumpsters

- Diagram Included
- Pickup schedule
 - Shaddracks – Monday, (1) 4 yd dumpster
 - Ra-Ho Inc – Five days per week, (2) 3 yd dumpsters
 - P.A.G. Beach Motel – One day (Monday) per week, (1) 4 yd dumpster for 28 units
- On the occasion of special events that are at the request of or under control of said parties we will be certain that extra pick-ups are scheduled as needed. In the event of other Community Associations the city will require the same services performed by said applicant.
- P.A.G. Beach Motel has decided to keep the existing 4 yd container and only have once a week pickup.
- All Parties will work together to maintain their area and educate their user's of the proper container for their guests/tenants.

Thank you for your help in bringing this issue to a mutually agreeable conclusion.

7/16/13
Date

RONALD F. HOLCHOUSE
Printed Name

Ronald F. Holchouse
Signed Name

Date

Printed Name

Signed Name

Date

Printed Name

Signed Name

Applies to dumpsters #3 & #4

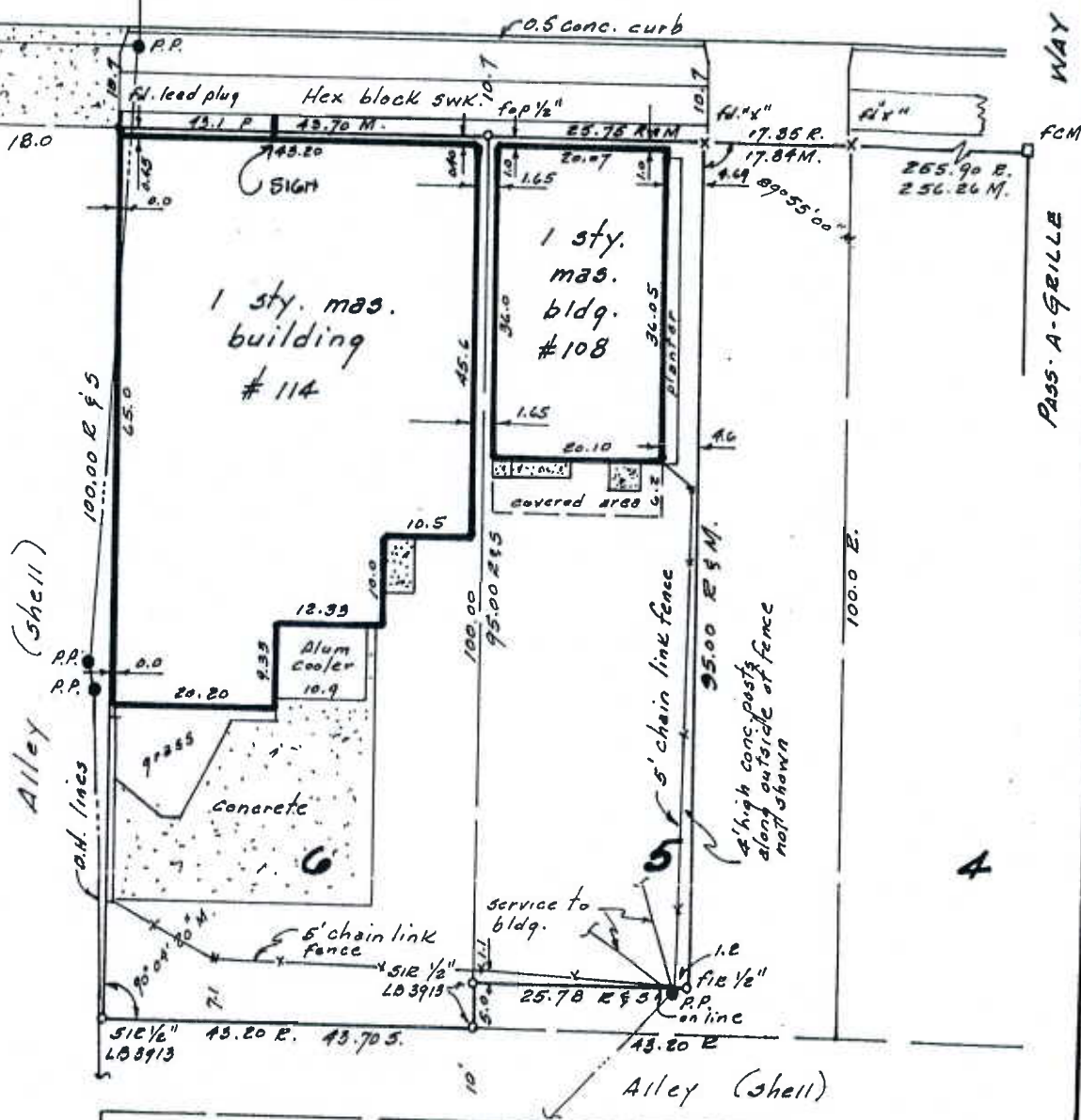
8TH AVENUE

Exhibit C

33' asphalt paving

NORTH

Legend:
 Fd.: found
 P.P.: power pole
 Hex: hexagonal
 SWK: sidewalk
 Fop: found open end pipe
 FCM: found concrete monument
 M: measured
 R: record
 S: set
 sty: story
 mas: masonry
 bldg: building
 FIR: found iron rod
 SIR: set iron rod
 Alum: Aluminium



A PORTION OF LOT 5, BLOCK 6, MOREY BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS WAS FORMERLY A PART.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 6; THENCE SOUTH 95 FEET ALONG THE WEST LINE OF SAID LOT TO A POINT; THENCE EAST 25.78 FEET TO A POINT; THENCE NORTH 95 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5, BLOCK 6; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 25.78 FEET TO THE POINT OF BEGINNING. BEING 25.75 FEET BY 95 FEET OF THE NORTHWESTERLY PART OF LOT 5, BLOCK 6, MOREY BEACH SUBDIVISION.

AND

LOT 6, BLOCK 6, MOREY BEACH SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 102, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS WAS FORMERLY A PART.

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY NO. 125149, PANEL 0005 B, EFFECTIVE DATE MARCH 2, 1983, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS IN ZONE A-11 WITH A BASE FLOOD ELEVATION OF 10 FEET MSL.



Exhibit D

A Progressive Waste Solutions Company

June 3, 2013

RE: Pass-A-Grill Beach Motel, RA HO of Pass-A-Grill, Inc. and Shadracks Bar

To all parties involved,

To assist in the city's compliance request, WSI is providing the following statement:

Pass-A Grill Beach Motel

- 4yd dumpster, pick-up schedule once per week (Monday)

RA HO of Pass A Grill Inc.

- Two 3yd dumpsters, pick-up schedule 5 times per week (Monday-Friday)
- WSI will perform a thorough cleaning on the dumpsters, at their discretion, either by swap out or reconditioning

Shadracks Bar

- 4yd dumpster, pick-up schedule twice per week (Monday/Thursday)
- WSI will perform a thorough cleaning on the dumpsters, at their discretion, either by swap out or reconditioning

Your business location necessitates a protocol to follow if you're planning a special event. The dumpsters you have will not support this sudden spike in trash volume. If you're planning a special event that has the potential to exceed "your" dumpster, let us know and we can provide extra pick-ups, or in some cases a roll-off container. When the city of SPB has special events, i.e. "The Beach Goes Pop", we work with them by providing porto-let and roll-off services to handle the increased volume of trash.

WSI

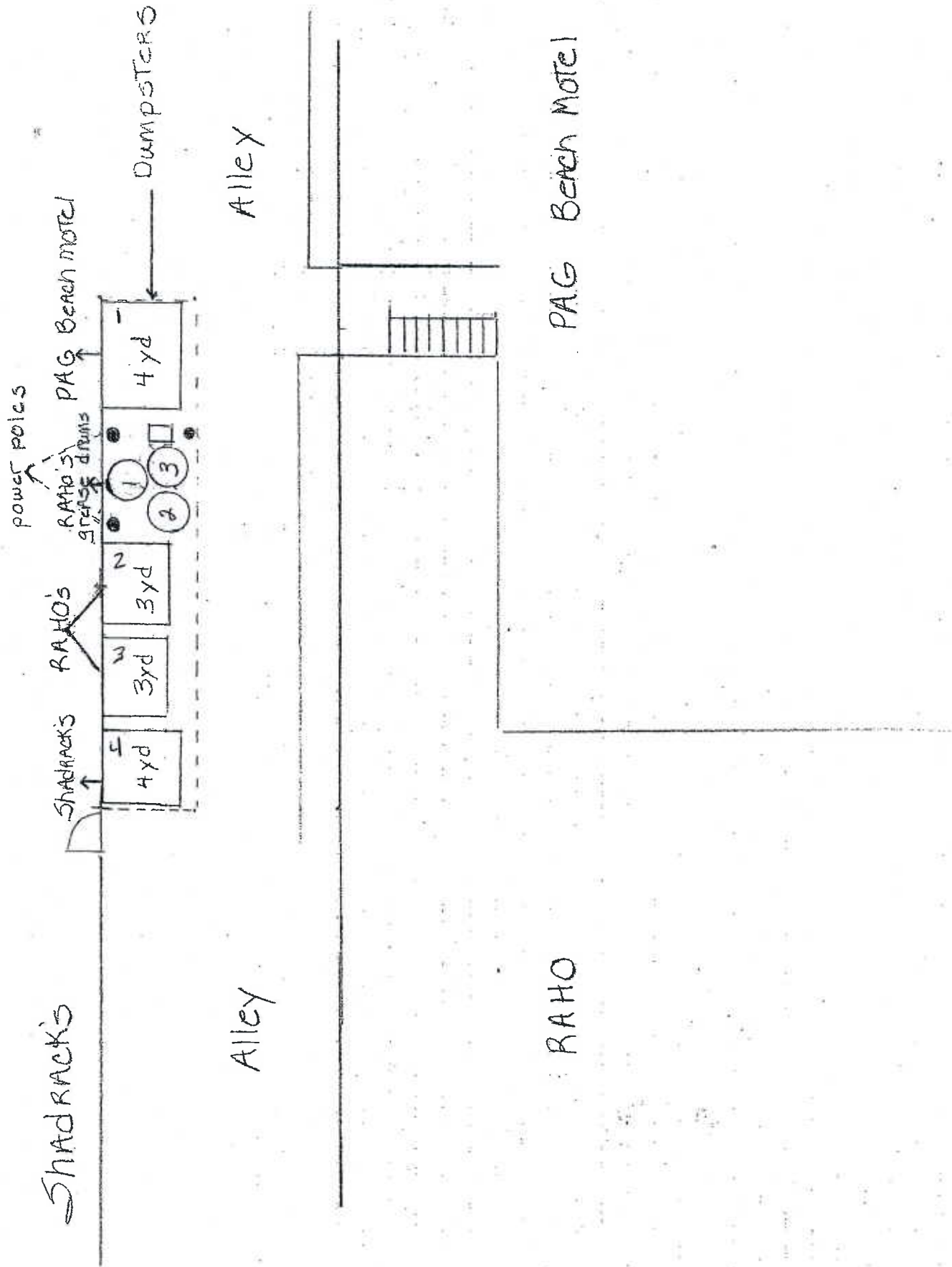
A Progressive Waste Solutions Company

T: 727-572-6800

F: 727-451-6229

C: 727-647-3931

11500 43rd Street North
Clearwater, FL 33762



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

Issue Considered: Authorization for the Mayor and City Manager to enter into a collective bargaining agreement with the Communication Workers of America (CWA) – Local 3179 for October 1, 2012 to September 30, 2015.

Date: October 22, 2013

Prepared By: Mike Bonfield, City Manager *MB*

Summary of Issue: City staff and union representatives have been negotiating a new three year agreement for the past year. The proposed three-year agreement is similar to our previous agreement with the following exceptions:

- Eliminating Sick and Vacation Leave and going to Paid Time Off. City to provide Short Term Disability to compensate for loss of six sick days.
- Worker Compensation was changed to reduce City's subsidy of employee's pay from twelve month to three months.
- The Pay Plan provides a 2.5% increases in FY 14 and FY15. A one-time payment of \$1K for full-time and \$350 for part-time employees will be made upon ratification.
- Catastrophic Leave Pool eliminated.

Requested Motion: "I move the Mayor and City Manager be authorized to enter into a collective bargaining agreement with the Communication Workers of America (CWA) – Local 3179 for October 1, 2012 to September 30, 2015."

Attachments: Collective Bargaining Agreement



AGREEMENT BETWEEN

THE CITY OF ST. PETE BEACH

AND

THE COMMUNICATION WORKERS
OF AMERICA





October 1, ~~2009~~2012 through September 30, ~~2012~~2015

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE NUMBER</u>
	<i>Table of Contents</i>	2
1	Preamble	3
2	Union Recognition	4
3	Rights of Parties	5
4	Prohibition Against Strikes	7
5	Nondiscrimination	8
6	Absence from Duty for Union Business	9
7	Dues Deductions	10
8	Union Representation	11
9	Grievance and Arbitration Procedure	12
10	Employee Rights	15 <u>16</u>
11	Bulletin Boards and City E-Mail	16 <u>17</u>
12	Bereavement Leave	17 <u>18</u>
13	Military Leave	18 <u>19</u>
14	Jury Duty and Court Attendance	19 <u>20</u>
15	Sick Leave	20 <u>Paid Time Off</u>
	<u>21</u>	
16	Vacations	25
17	Holidays	28 <u>25</u>
18 <u>17</u>	General Leave Without Pay	30 <u>27</u>
19 <u>18</u>	Miscellaneous General Provisions	32 <u>29</u>
20 <u>19</u>	Safety	38 <u>36</u>
21 <u>20</u>	Seniority-Layoff-Recall	39 <u>37</u>
22 <u>21</u>	Appointments to Vacant Positions	41 <u>40</u>
23 <u>22</u>	Hours of Work and Overtime Payments	42 <u>41</u>
24 <u>23</u>	Pay Plan	45 <u>44</u>
25 <u>24</u>	Entire Agreement	47 <u>46</u>
26 <u>25</u>	Intent and Savings Clause	48 <u>47</u>
27 <u>26</u>	Duration of Agreement	49 <u>48</u>
Appendix I	CWA Personnel Classifications	50 <u>49</u>
Appendix II	Drug-Free Workplace and Alcohol Policy	51 <u>50</u>
	Educational Incentives and Benefits	57 <u>56</u>
	(Appendix 2 is part of the Personnel Policy and Procedures Manual)	
Appendix III	Pay Plan	59 <u>58</u>

ARTICLE 1
PREAMBLE

Section 1. This Agreement is entered into by and between the CITY OF ST. PETE BEACH, Florida, hereinafter referred to as the Employer, and the COMMUNICATION WORKERS OF AMERICA, hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing an orderly and prompt method for handling grievances, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment. This Collective Bargaining agreement is applicable for employees as defined in Certificate Number 797 issued to the CWA in accordance with the certification granted by the Public Employees Relations Commission on June 22, 1988.

ARTICLE 2 UNION RECOGNITION

Section 1. Inclusions.

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for employees of the City of St. Pete Beach who are members of the bargaining unit except those employees specifically excluded in Section 2 below. Appendix 1 lists all current positions recognized within the bargaining unit.

Section 2. Exclusions.

Excluded from the bargaining unit are all employees whose positions are confidential; part-time or temporary; managerial, administrative, professional and supervisory-employees; and all other employees included in other bargaining units certified under Chapter 447.

ARTICLE 3 RIGHTS OF PARTIES

Section 1. Management.

The Employer reserves, retains and is vested with exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The exclusive rights of management include, but are not limited to, the following:

- A. To determine the organization of the City government.
- B. To determine the purpose of each of its constituent agencies.
- 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 employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees 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 employees to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions or employees 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.

Section 2. Impact Bargaining.

Except in extenuating circumstances recognized under PERA, the City will notify the Union before a change affecting wages, hours or working conditions as a result of the exercise of a management right set forth in Section 3.1 or any statutory management right. Upon a proper request by the Union within ten (10) days of receipt of notice by the Union of the anticipated change:

- A. If the change involves a statutory management right defined in FS 447.209, or cases

decided thereunder, or enumerated in Section 3.1, the City will negotiate the impact of the exercise of the right.

~~B. If the change involves an enumerated management right in Section 3.1 that is not a statutory management right, no change will be made until the decision and impact have been bargained.~~

CB. Resolution of disputes under (a) and (b) above shall be under the Impasse Resolution Procedure set forth in F.S. Chapter 447.

Section 3. Employees.

Employees and the Union shall retain their full and unrestricted rights accorded to them under State and Federal laws governing Public Employees.

ARTICLE 4

PROHIBITION AGAINST STRIKES

Section 1. Definition.

A strike shall be defined as: A concerted action and failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation for the rights, privileges or obligations of employment.

Section 2. Florida Statutes.

The Union recognizes the provisions of Florida Statutes defining illegal strikes.

Section 3. Discipline.

Any employee who engages in an illegal strike may be subject to discipline.

Section 4. Pay, Benefits and Reemployment.

No employee shall be entitled to any daily pay, wages or other benefits including but not limited to sick leave, holiday leave and annual leave for the day, which the employee engaged in a strike. Any employee discharged in accordance with applicable illegal strike provisions of the State of Florida Public Employees Labor Relations Act shall, if re-employed by the City, serve a six (6) month probationary period following the reappointment or re-employment.

Section 5. Union Action.

In the event of an illegal strike, the local President of the Union, upon having knowledge provided to him/her by the City Manager or the City Manager's designee of such strike, shall notify the membership that strike action is not legal and shall request the employees return to work. The local Union President, or the President's designee, shall notify the City Manager within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this Article.

Section 6. Unfair Labor Practice.

The City of St. Pete Beach recognizes the provisions of Florida State Statutes, defining unfair labor practices.

ARTICLE 5 NONDISCRIMINATION

Section 1. Union Membership and Activities.

Employees in the Unit shall have the right to join, and participate in, or to refrain from joining, forming or participating in the Union. Neither the Employer nor the Union or employee will illegally discriminate against any employee in regard thereto.

Section 2. Unlawful Discrimination.

The City nor the Union or the employee shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, sexual orientation, age or because of such employee's handicap and or disability.

ARTICLE 6

ABSENCE FROM DUTY FOR UNION BUSINESS

Section 1. Union Business.

- A. Union officers, as defined within this agreement, may be granted time off without pay to attend officially called conferences, conventions or schools whenever possible provided:
 - 1. Not more than a maximum of two (2) officers in any one instance.
 - 2. A written request is submitted to departmental management at least seventy-two (72) hours prior to the leave period.
 - 3. Sufficient manpower is available to properly staff the department during the absence of the Union officer.
- B. Such time off shall not be considered as time worked for the purpose of overtime computations but shall be considered as time worked for the purposes of such accrual and other fringe benefits, provided that such leave does not exceed five (5) consecutive workdays.
- C. Employees on the Union negotiating committee shall suffer no loss of pay when attending contract negotiations with City officials.

Section 2. Failure to Return from Union Business Leave.

Failure to return to work at the expiration of an approved leave shall be considered as absence without leave, but upon their timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefits.

Section 3. City Initiated Committees.

The Union shall have the right to appoint members in the number authorized by the City to participate on the Union's behalf on City-initiated committees and shall notify the City in writing of the names of the Union's designated representative(s). The Union shall coordinate its choice of representative(s) so no single work group or division will be adversely affected. Union representative(s) attending such committee meetings shall not lose pay.

Section 4. CWA Pool Time Donation.

Beginning with October 1, 2006 and each October 1st thereafter, all members of the CWA will have deducted from their annual vacation accrual two (2) hours which will be credited to the CWA Pool Time account. Union members may draw upon pool time to attend official conferences, conventions, or school with the approval of the affected Department Director, provided that no less than one week's notice is provided.

Each member of the CWA may also donate an additional two (2) hours or more of his/her vacation leave, but not sick leave time, to the CWA pool, which may be drawn upon at the discretion of the Union. Donations of time to this pool must be in the increments of two (2) hours and donation requests must be in writing and signed on approved form.

ARTICLE 7 DUES DEDUCTIONS

Section 1. Written Authorization.

Employees covered by this Agreement may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and uniform assessments.

Section 2. Revocation.

Authorizations on file shall remain in full force and effect for the term of this contract unless revoked on the prescribed Employer approved form. Cancellations of such written authorization for payroll deductions must be in writing and sent/delivered to the Employer's Personnel Office and the Local Union. The Employer will forthwith provide the Union copies of all Union dues deduction revocations prior to the termination of such dues.

Section 3. Notice of Amount.

The Union will initially notify the Personnel Office as to the amount of dues to be deducted from a member's salary on a monthly basis. Such notification will be certified to the Personnel Office in writing over the signature of an authorized officer of the Union. Changes in Union dues will be similarly certified to the Personnel Office and shall be done at least sixty (60) calendar days in advance of the effective date of such change.

Section 4. Authorization Form.

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and on file with the Employer. The Union will furnish forms of uniform size for such individual authorization.

Section 5. Deduction and Transmittal to Union.

The Employer shall deduct dues twenty-six (26) times per year in amounts as certified to the Employer by the Secretary-Treasurer of the Communications Workers of America and will remit the aggregated deduction so authorized together with an itemized statement to the Secretary-Treasurer. Dues deductions will be remitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Union membership dues will be similarly certified to the Employer in writing and shall be done at least thirty (30) days prior to the effective date of such change.

The Union will indemnify, defend and hold the Employer 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 Employer on account of payroll deduction of Union dues.

The Union agrees that in case of error, proper adjustment, if any, will be made, by the Union with the affected employee.

Section 6. Lists to be Supplied.

A printed list of all bargaining unit members shall be provided at no cost, upon request, to the Union President.

ARTICLE 8

UNION REPRESENTATION

Section 1. Notice of Representatives.

The Employer agrees to recognize the officers and stewards designated by the Union. The Union shall furnish written notice to the Employer of such officers and stewards prior to being effective.

Section 2. Union Representatives.

Union representatives recognized by this Agreement are the Local President, or his designee. In addition, the Employer shall recognize at least one (1) Union steward for each thirty-five (35) employees and/or fraction thereof in each City department who are employees of the City.

Section 3. Union Activities.

Neither the Union nor its members shall carry on Union activities on Employer time, nor shall such activities occur on Employer premises except as set forth in Florida State Statute 447.

Section 4. Literature.

The Union shall not distribute literature in violation of F.S. 447.509(1)(B).

Section 5. Contents.

The Union shall not distribute upon the premises of the Employer any materials that reflect on the integrity or motives of any individual, department, or activity of the City government. This shall not restrict members of the Union from having the same privileges as any citizen.

Section 6. Potential Discipline.

Employees violating any provision of this Article will be subject to discipline to include but not limited to discharge.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 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, the Union and an employee, or group of employees, involving the interpretation or application of this Agreement, including disciplinary action. 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. No grievance may be filed by or in behalf of a probationary employee by the Union.
- 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 employees, or by the CWA as a general or class grievance. A Union general grievance shall be initially submitted at Step Two to the Department Director 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. It is recognized and accepted by the Union and the City that the processing of grievances is of the utmost importance, and therefore grievances may be processed during employees' normal working hours without loss of wages when the absence of employees or supervisors involved in reasonable and will not, in the judgment of the Department Director or City Manager's designee, be detrimental to the work programs of the City.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Department Director or City Manager.

Section 2. Grievance Procedure.

- A. Step One - The aggrieved employee or the Union shall submit a written grievance (on the 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 the 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 or Union, whomever initiated the grievance, within ten (10) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within ten (10) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant and the Union.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee or the Union, whichever applies, may submit a written appeal to the Department Director within ten (10) calendar days after receipt of the immediate supervisor's written answer.

Within ten (10) calendar days after receipt of the written appeal, the Department Director will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within ten (10) calendar days after this meeting, the Department Director shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee or the Union, whomever filed the grievance, may submit a written appeal to the City Manager within ten (10) calendar days after the Department Director's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Department Director within ten (10) 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, documented verbal warnings, and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

Section 3. Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within thirty (30) 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, including a written request to arbitrate to the City Manager within thirty (30) calendar days after receipt of the Step 3 response, 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. 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. The hearing on the grievance shall be informal and the rules of evidence shall be applied liberally except when the arbitrator determines the matter has no probative value or should not otherwise be heard.
- E. 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).
- F. 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.
- G. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- H. 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.
- I. The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) calendar days after the hearing. The City will not incur any back pay or financial liability after thirty (30) days following the close of the arbitration hearing unless the City has agreed to extend the time limit for the arbitrator's decision. In the event because of an internal Union issue, the arbitrable issue is not arbitrated within sixty (60) calendar days after the written request for arbitration is received by the City, no back pay, or other monetary relief shall be awarded to the Union or any employee for more than sixty (60) calendar days after the written request to arbitrate was received by the City.
- J. 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.
- K. 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.

Section 4. Limitations.

Claims of a violation of any law, including those referenced in Article 3, Section 3; Article 4, Section 6; Article 5 and Article 13, 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

EMPLOYEE RIGHTS

Section 1. Disciplinary Action.

No disciplinary action shall be taken against an employee who has successfully completed his initial probationary period except for just cause.

Section 2. Written Reprimands.

If an employee is disciplined, the employee shall be given the opportunity to affix his/her signature; date and sign the written reprimand and shall receive a copy of said reprimand containing the employee's signature. The reprimand shall contain date of occurrence, reason for reprimand and suggested remedy. The employee's signature does not imply agreement.

Section 3. Past Disciplinary Action.

When administering disciplinary action, consideration shall be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of the employee's work performance record; ~~provided, however, all disciplinary action received within two (2) years of an incident that could lead to all prior~~ disciplinary action will be considered.

Section 4. Union Representation.

If requested by the employee, a Union representative may accompany an employee at any formal investigatory meeting or at any formal written disciplinary step prior to and including suspension and/or termination.

Section 5. Review of Personnel Files.

Employees shall be allowed to review their personnel files.

Section 6.

All investigations shall culminate in a decision.

Section 7. Retaliation.

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

Section 8. Relieved From Duty.

Employees relieved from duty for alleged violations of the law and/or departmental rules shall remain on full salary and allowances until such time as the charges have been verified by the Superintendent, or his designee, as proper charges of sufficient seriousness and with supporting evidence which should cause the employee to be placed in a leave without pay status.

ARTICLE 11

BULLETIN BOARDS AND CITY E-MAIL

Section 1. Use.

The Union shall be entitled to reasonable use of assigned bulletin boards at all offices in work locations where bargaining unit members work, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Employer. In addition, Union members who have access to City computers may receive e-mail copies of any Union notice posted on assigned bulletin boards.

Section 2. Union Notices.

These bulletin boards and the City e-mail system shall be used for posting Union notices but restricted to:

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

Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the City Manager or the City Manager's designee.

Section 3. Officers Signature.

All such notices shall be signed by a duly recognized officer of the Union and a copy of all such notices shall be forwarded to the Employer.

Section 4. Removal.

Supervision may not remove Union materials without first informing an officer of the Union.

Section 5. Costs.

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 12 BEREAVEMENT LEAVE

Section 1. Leave.

- A. Approved leave in the event of the death of a member of a regular full-time employee's immediate family (as defined in Section 2) will be granted as provided below:
 - 1. Up to twenty-four (24) hours with pay if the funeral is in Florida and up to forty-eight (48) (40) hours with pay if the funeral is outside Florida.
 - 2. The minimum leave under this section shall be four (4) hours.
 - 3. Regular part-time employees shall be entitled to one-half (1/2) of the bereavement leave provided to regular full-time employees.
- B. The employee may be required to provide the Director with proof satisfactory to him of death in the employee's immediate family and that the employee attended the funeral before compensation will be approved.
- C. If, in the opinion of the Director, additional days off are necessary, accrued vacation and medical leave may be used or the employee may be given additional time off without pay.

Section 2. Employee's Immediate Family.

For the purpose of this Article, the employee'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.

~~Section 3. Charging.~~

~~Bereavement leave shall not be charged to vacation or to sick leave, except as specifically provided in Section 4.~~

~~Section 4. Additional Time.~~

~~Should an employee require time in addition to that provided in Section 1 of this Article, the employee may request additional time from the Department Director, or his designee. Upon approval by the Department Director, any additional time used shall be charged to vacation time or sick leave, provided the employee has accrued sufficient time, otherwise the employee shall be considered in a leave without pay status.~~

~~Section 5. Requirements for Pay.~~

~~If requested, the employee shall provide the Department Director 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 employees 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

JURY DUTY AND COURT ATTENDANCE

Section 1. Witness Leave for the City.

Except as provided in Article 9, employees 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.

Section 2. Other Court-Related Leave.

- A. Subject to Section 1 above, those employees 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 vacation or personal days under Article 16.
- B. Unless they are parties in the action, employees 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 3(A)-(D).

Section 3. Jury Leave.

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

- A. Advises the Department Director 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 Department Director, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. An employee 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 vacation hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

Section 4. Return to Work.

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

Section 5. Reporting.

An employee 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 SICK LEAVE Paid Time Off (PTO) Policy

Section 1. Sick Leave Accrual and Conditions.~~Definition~~

A. ~~Sick leave with pay shall be accrued by all regular full and part time employees and will be subject to the following conditions:~~

~~1. Probationary~~ 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.

Section 2. Eligibility

All full-time employees may be granted sick leave with pay, up to the amount accrued.

~~2. Employees can accrue no more than eight hundred (800) hours.~~

~~3. Employees shall~~will be eligible to accrue ~~.04615 hours of paid sick leave each hour worked, which shall not include overtime, standby and call back hours~~PTO time.

~~4. The employee must be on active status.~~

~~5. Employees making a departmental transfer will retain unused sick leave, which, where applicable, shall be converted up or down based on the regular schedule of the job to which he is transferred. (E.g., from 40 hour to 56 hour schedule, multiply by 1.4; from 56 hour to 40 hour schedule, divide by 1.4).~~

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

~~1. Notify the immediate supervisor not later than one half (1/2) hour prior to the beginning of the scheduled workday of the reason for such employee's absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval by the Department Director, or his designee has been given.~~

~~2. If required, submit a written request to the Department Director for such sick leave on the form and in the manner prescribed, and submit, if requested by the Department Director or City Manager, a medical certificate signed by a physician satisfactory to the City describing the period of absence from work that will be necessary. Medical certifications may be required when the Department Director determines an employee may be abusing sick leave. Upon request by the City, the employee must provide a written release from the physician stating that the employee is again able to perform the duties of their position before returning to work.~~

Section 2. Charging:

~~In computing sick leave taken, employees shall be charged one (1) hour sick leave for each hour not worked because of illness. Partial hours will not be charged for less than one-half (1/2) hour. Part-time employees are not eligible.~~

Section 3. Use:Usage of PTO Leave

- A. ~~— Paid sick PTO leave may be used provided it is approved for the following purposes:~~
1. ~~— Bona fide sickness, injury or disability, off the job.~~
 2. ~~— Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.~~
 3. ~~— Illness of a member of the employee's immediate family, which requires the personal care or attention of the employee, or the death of a member of the employee's immediate family as defined under the FMLA.~~
 4. ~~— An unpaid leave under the FMLA.~~
 5. ~~— Quarantine due to exposure to a contagious disease not covered by workers compensation.~~
- B. ~~— Use of sick leave for any purpose not specified above may be considered misconduct and result in disciplinary action.~~

Section 4. Extended Unpaid Medical Leave:

- A. ~~— When paid sick leave and accrued vacation leave are exhausted for absence due to bona fide sickness, disability or injury, the employee may be given extended medical leave without pay for up to six (6) months. However, no benefits such as holidays, vacations, emergency leave and paid sick leave accrue during such unpaid leaves unless the leave is FMLA leave. The Notice requirements of Section 15.1(B)(1) shall apply.~~
- B. ~~— The City retains the right to require the employee to submit to another medical examination by a doctor of the City's choice at the City's expense to verify the employee's inability to work.~~
- C. ~~— The employee shall be required to return to work not later than the last day of the leave granted, unless prior to that time, the employee has obtained permission from the City Manager to extend the medical leave or has applied for and been granted additional time off as allowed by these rules.~~
- D. ~~— The employee may continue his group medical plan insurance during such absence provided the employee pays the full premium by the time each month and in the manner required by the City. For continuation of insurance during FMLA leave, see PRR Section 19.06.~~

Section 5. Sick Leave Payout:

- A. ~~— Upon voluntary separation of employment an employee shall receive payment for sick leave time according to the following schedule provided all of the following conditions~~

have been met:

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

1. The employee shall have been a full-time employee of the City of St. Pete Beach for at least ten (10) years.
 2. The ten (10) years' service of the employee shall have been consecutive and uninterrupted up to the time of his/her separation from City employment, with the exception of time spent in military service, provided the employee has returned to City service as provided by applicable law.
- A. B. There shall be no payout of accumulated sick leave for employees who are involuntarily terminated.

Section 6. Sick Leave Award.

In an effort to encourage use of paid sick leave only when absolutely necessary and as an incentive for good attendance, all full-time employees shall be eligible for additional vacation leave.

The award, if any will be based on the employee's use of sick leave during the prior anniversary year based on the schedule below.

<u>Sick Leave Used</u>	<u>Vacation Hours Awarded</u>
0	32
1	31
2	30
3	29
22	10
23	9
24	8
32	0

For each sick hour or one half (1/2) hour used, one half (1/2) or one (1) hour sick award shall be subtracted to a maximum of thirty two (32) hours. Ex: An employee using twenty two (22) sick hours during the year would receive a sick award of ten (10) hours.

Section 7. Light Duty.

- A. ~~If an employee is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs.~~ Refusal to accept a light duty assignment by the City Manager, or his designee, which the employee is capable of performing in accordance with applicable law will result in termination of employment.
- B. The employee will be paid his normal hourly rate for light duty work.
- C. ~~No sick leave will be charged for those hours worked while on light duty.~~

Section 8. — Catastrophic Illness Leave:

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

- ~~———— A. ——— The parties will continue to jointly administer the CSLB according to the following guidelines:~~
 - ~~1. ——— Participation shall be established by employees contributing eight (8) hours of their sick leave to the CSLB. Members may voluntarily contribute more sick leave than the amount described herein. Additional contributions to the CSLB may be made as provided in Section 16.2(B).~~
 - ~~2. ——— Participants must have been employed as an employee one (1) year as of September 30, have at least thirty six (36) hours of accumulated sick leave and have authorized the City in writing to transfer their contribution. Such authorizations shall remain effective until withdrawn by written notice to the City Finance Officer and the Union.~~
 - ~~———— 3. ——— The City will transfer the contributions to the CSLB.~~
 - ~~———— 4. ——— Days 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 the Union shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the committee, which shall have final authority.~~
- ~~C. ——— Participants may withdraw from the bank according to the following procedures:~~
 - ~~1. ——— The participant must be certified to be suffering from a personal debilitating illness or injury, have used all personal accumulated sick leave and must have used at least forty (40) hours of personal vacation leave.~~
 - ~~———— 2. ——— Maximum withdrawal(s) for any one (1) illness, injury, or complications arising thereof, shall be four hundred eighty (480) hours. Withdrawals shall be granted in increments of forty (40) hours. Consecutive applications must comply with the provisions of C(1) above.~~
 - ~~———— 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 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.~~

- ~~———— D. ———— There shall be no contribution to the CSLB which shall cause the CSLB to exceed three thousand (3,000) hours, provided employees not in the CSLB can make the minimum contribution as provided in Section 15.8(A)(1) in order to become members of the CSLB; provided further the excess hours over 3,000 on October 1, 2003 shall remain in the CSLB until utilized.~~

Section 9. ———— 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.~~

Section 10. ———— Sick Leave Payment at Death.

In the event of the employee's death, the amount of sick leave to which the employee would be entitled under Section 15.5 above will be paid to the employee's beneficiary or estate, in the absence of a designated beneficiary.

ARTICLE 16 VACATIONS

Section 1. Eligibility and Accrual.

All employees who are eligible to accrue vacation leave are eligible to use such leave after six (6) months of employment, or reemployment, with the City. Vacation leave begins to accrue on the day a person begins their employment with the City.

- A. ~~Vacation leave for full time regular employees is accrued in increments based on years of continuous service.~~

Completed	
Continuous Months of Service	Annual Accrual
0 - 59 Months	80 Hours
60 - 119 Months	120 Hours
120+ Months	160 hours

- B. ~~Part time employees who have a regular schedule of more than fifteen (15) hours a week shall accrue at one half (1/2) the rate of regular full time employees.~~

- C. ~~All other employees are not entitled to vacation leave.~~

Section 2. Accumulation

Employees may accumulate vacation time up to the following maximum hours and must take the following minimum hours as vacation each calendar year.

YEARS OF	MAXIMUM	MINIMUM
CONTINUOUS SERVICE	HOURS	VACATION
	ACCUMULATION	HOURS
Less than 15 years	280	40
15 or more years	400	80

Section 3. Conditions on Use.

The use of vacation leave is subject to the following conditions:

- A. 1. ~~Application for vacation leave shall be made in writing on forms provided for that purpose and shall be approved in advance of use by the Employer. In emergency cases, the Employer may waive this requirement.~~
2. ~~Vacation must be approved in writing by the Employer at least two (2) weeks before being taken, provided, however, under unusual circumstances a twenty-four (24) hour notice may be approved at the discretion of the Employer. Normally, vacation days will be used consecutively, but may be, upon approval by the Employer, be used on a one (1) day per week basis or in increments of one (1) hour or more.~~
3. ~~The nature of an employee's job may require the Employer to restrict the scheduling of vacations. Any exceptions to the guidelines must be approved in advance by the City Manager.~~

- ~~B. No employee shall be given vacation with pay in excess of the accumulated annual leave balance.~~
- ~~C. Subject to applicable law, vacation leave may not be earned while an employee is on a leave of absence without pay, suspension or other non-pay status.~~
- ~~D. Vacation checks may be paid in advance, provided the appropriate request for advance payment procedures are followed and the request is approved.~~

Section 4. Pay in Lieu of Time.

~~Subject to Section 16.2 above and 16.6 approval in Section 5 below, payment of vacation time in lieu of actually taking vacation will not be permitted.];~~

Section 5. Use of Vacation.

- ~~A. Vacation time may be taken only in not less than one half (1/2) hour increments~~leave.
- ~~B. An employee may not take more than eighty (80) consecutive hours of vacation in a calendar year unless approved by the City Manager~~Sick leave.
- ~~C. Subject to Section 16.3, accrued vacation may be used with prior approval of the Employer for the following purposes:~~
 - ~~1. Approved vacation.~~
- ~~C. Leave for any number of personal reasons, such as:~~
 - ~~1. Medical and dental appointments and treatment which is necessary during working hours.~~
 - ~~2. Absences for transacting personal business, which cannot be conducted during off duty hours.~~
 - ~~3. Religious holidays~~ 3. Holidays other than those ~~designated~~observed by the City ~~Commission~~as official holidays.
 - ~~4. For uncompensated approved absences due to medical or dental or optical reasons once paid medical leave has been exhausted.~~
 - ~~5. Any approved uncompensated leave of absence, including leaves under the FMLA.~~
 - ~~6. For approved bereavement leave beyond that paid under Section 18.~~
 - ~~7. Employees who become sick on vacation leave may use sick leave for such period of illness (full days only), but may be required to present a doctor's certificate and will be given another vacation day or pay at the option of the City. Such time will be charged to sick leave. The use of sick leave does not alter the planned date of return to work as approved before the leave.~~
- ~~D. Vacation pay may be used to~~ 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.

- D. To supplement ~~approved workers' compensation leaves and unpaid military leave;~~ providing the total 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 all City provided sources by the employee, including workers' compensation, shall be no more than forty (40) times the employee's any source and the employee's straight time hourly rate of pay or times the number of hours in their regular schedule, weekly earnings or salary whichever is applies.
- E. All unused vacation as defined in Section 9 must be exhausted prior to usage of any PTO leave

Section 4. Accrual

- A. Full-time employees shall accrue PTO leave each payroll as follows:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual
0 to 59 months	5.538 hours	144 hours/18 days
60 to 119 months	7.076 hours	184 hours/23 days
120 + months	8.615 hours	224 hours/28 days

Section 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.
- 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 sick days 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.

Section 6. ~~Payoff of~~ Charging time

PTO time will be charged for the time the employee is away from work in increments of not less than four (4) hours, except in the case of an excused absence under Section 5(B) or FMLA under Section 5(C). The minimum shall be one half (1/2) hour.

Section 7. Unused ~~Vacation Hours~~ PTO Time

- A. ~~Employees shall be paid accrued but unused vacation pay upon cessation of their employment provided they have completed the probationary period.~~
- B. ~~In no event, will an employee be allowed to take vacation in conjunction with termination, i.e., to extend the termination date.~~
- C. ~~In the event of an employee's death, his beneficiary or estate, in the absence of a designated beneficiary, shall be paid for accrued vacation.~~

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 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. For example: An employee with 36 months (3 years) of continuous service accrues 144 hours in a fiscal year. He/she may carry over their unused balance until they reach 160 hours, excess hours over 160 are forfeited.

Section 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 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 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 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 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.
 - 5. Stealing from the City.
 - 6. Intentionally causing the City to be found in violation of Federal or State law.

Section 9. Unused Vacation Leave Balance as of October 1, 2013

- A. Employees with a vacation balance as of October 1, 2013 will retain that balance and will be able to use that time until the balance is exhausted.
- 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.

Section 10. Unused Sick Leave Balance as of October 1, 2013

- A. Upon implementation of this policy, employees with a sick leave balance as of October 1, 2013 will retain that full balance of which the hours will only be available for use in a "catastrophic" situation. Catastrophic will be defined as any illness lasting longer than seven (7) consecutive working days. 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, those hours will be paid in a lump sum payment (less statutory deductions) as outlined below using the employees years of service on _____.

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

ARTICLE 1716

HOLIDAYS

Section 1. List Of Legal Holidays/Days Observed.

- A. The City recognizes the following holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	2 Personal Days
Presidents' Day	

- ~~B.~~ B. When a holiday falls on a Saturday or Sunday, the following Monday or the preceding Friday will be declared a holiday for City employees, as determined by the City Manager.

- ~~C.~~ ~~The personal days must be taken a full day at a time and must be approved in advance by the Department Director, or his designee.~~

- ~~D.~~ ~~The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The personal day shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for the personal day to which he was entitled but could not use at the end of the fiscal year. The personal day shall be requested in writing on the proper leave form prior to the chosen day and are subject to approval by the Department Director.~~

- ~~E.~~ C. Employees shall also enjoy special holidays that are observed by the City during the term of this Agreement. Special holidays are defined as non-regularly scheduled holidays established by the City Commission to commemorate a special event or occasion not regularly provided to employees.

Section 2. Requirements To Receive Holiday Compensation.

- A. Subject to Subsection F below, all eligible employees will receive one (1) workday off with pay for each of the holidays.

- B. An employee must be on active pay status and work the normal schedule of hours on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday ~~unless they are on~~ paid scheduled leave, in order to qualify for the holiday pay. Sick time is not considered scheduled leave.

- C. Employees who are on vacation leave or other leave with pay during the holiday will receive holiday compensation.

- ~~D.~~ D. Employees scheduled to work on a holiday, and who in fact do work, shall

receive pay at the normal straight rate or overtime, whichever applies, for the actual number of hours worked that day, plus a normal day's pay for the holiday provided they meet the eligibility requirements.

- E. Employees whose normal day off from work falls on a holiday shall receive holiday pay at the normal straight rate for the day, provided they meet the eligibility requirements.
- F. Non-exempt regular part-time employees who meet the eligibility requirements will be paid the number of hours they would normally be scheduled to work.
- G. When a holiday falls on a day a part-time employee is not scheduled to work and the employee does not work, the employee shall receive the normal days pay at the straight time rate for the holiday.

Section 3. Absence Due to Sickness.

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1.) he notifies his Director, or his designee, at least one (1) hour before he is scheduled to report for work and (2.) upon request, he presents evidence satisfactory to the Director, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. Any employee who fails to follow this procedure may also be subject to disciplinary action. The Director, or his designee, may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

ARTICLE 17
GENERAL LEAVE WITHOUT PAY

Section 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 Department Director 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 employees 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 an employee 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. An employee 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 Department Director as soon as possible to discuss the possible return to work.
 - 4. No sick leave, vacation leave, or holiday pay will be accrued or earned by an employee for the time that the employee is on leave without pay.
 - 5. An employee 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 Department Director and City Manager.
- D. An employee 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 employee 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 employee may be terminated or the leave extended at the option of the City.

Section 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 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, including sick leave covered by Section 15.8, 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 1918

MISCELLANEOUS GENERAL PROVISIONS

Section 1. Prevailing Rights.

- A. Employees 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 terms and conditions of employment enjoyed by the employees 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 Employer has the right to adopt and to change the Personnel Manual, 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 changes to the Personnel Manual, general orders and departmental regulations, written input shall be accepted from the Union and any input given by the Union shall remain as an attachment to the proposed change until adoption by the employer.

Section 2. Appendices and Amendments.

Any appendices and amendments to this agreement shall be lettered, dated and signed by the Union and the Employer and shall be subject to all the provisions of this Agreement.

Section 3. Printing of Agreement.

The Employer ~~agrees to provide copies~~ will make available an electronic copy of this Agreement ~~to for all~~ members of the bargaining unit ~~at no charge to~~ through the Union. The Employer also agrees to provide a reasonable number of additional copies of the Agreement at no cost to the Union, upon written request. Employer's website and internal electronic files.

Section 4. Workers' Compensation.

- A. ~~The Employer will pay regular full~~ When an employee is injured on the job and loses time ~~employees on leave from work as a result of a compensable that injury or illness as an~~, the employee of the Employer ~~will received only that~~ which is covered by the Workers' required under Workers' Compensation Law for the first twelve (12) months at their regular hourly rate for their regular straight time schedule, provided the Employer continues to receive reimbursement from the workers' comp insurance carrier. The amount paid by the workers' comp insurance carrier will be paid directly to the employee. The At the request of the employee the balance is paid by the Employer and ~~will not can~~ be deducted from the individual's sick or vacation balances. After the first twelve (12) months, if the employee remains on workers' compensation, the employee may use accumulated but unused vacation and sick leave to supplement workers' compensation subject to limitations set forth in this Agreement accrued PTO balance to make up their regular straight time income.
- 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. In the event of any dispute or disagreement concerning the interpretation of the entitlement to or amount of compensation, said dispute shall be resolved in accordance with the Florida's Workers' Compensation Law, and not under this Agreement.

- C. Length of disability shall be determined by the Employer's physician in accordance with the Workers' Compensation Law. ~~Additional payments made by the Employer during the twelve (12) month period shall not be charged against any leave time, which the employee may have accrued.~~
- D. Sick and vacation accrual shall continue for a maximum of twelve (12) months for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.
- E. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the Employer 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 vacation or sick leave used to supplement workers' compensation. Failure to repay the Employer upon demand or under terms agreeable to the Employer will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Employer may collect by any means allowed by law.

Section 5. Light Duty.

- A. If an employee is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the employee is capable of performing in accordance with applicable law will result in termination of employment.
- B. The employee will be paid his normal hourly rate for light duty work.
- C. No sick leave will be charged for those hours worked while on light duty.

Section 6. 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

Section 7. Uniforms.

- A. Employees supplied uniforms by the City, or expected to wear uniforms in the performance of their job, shall report in a clean full uniform on each day worked. Uniforms must also be worn in the manner prescribed by the Department Director. Failure to comply may result in the employee being sent home for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. Employees are expected to observe normal and reasonable standards of personal hygiene and to present a professional appearance at all times. Failure to do so may result in the employee being sent home to correct the situation or for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- C. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems.
- D. Uniforms supplied by the City will be replaced by the City when they become unusable through normal wear and tear. A request to replace a uniform shall be submitted to the Director along with the damaged or worn uniform.
- E. The employee is responsible to reimburse the City for uniforms lost or damaged through the employee's negligence and to return same upon cessation of employment.
- F. The City will withhold from the employee's pay reimbursement under E above up to the maximum allowed by applicable law.
- G. City issued uniforms may not be worn at times other than during the performance of City duties and during the normal trip to and from the employee's place of residency.
- H. Worn or damaged uniforms if given back to the employee upon replacement may be worn for personal use so long as Employer identification is removed.
- I. The employee shall be responsible for all laundering and minor repairs.
- J. Safety shoes, mandated by the Employer to be worn on duty, shall be furnished without cost to the employee once a contract year, unless the Department Director determines in a particular case an employee's work responsibilities require an additional pair or pairs. Upon approval of the Employer, an employee shall be reimbursed for the purchase of safety shoes which meet or exceed the minimum quality standard provided the reimbursement does not exceed either the actual cost of the safety shoes or the actual cost of the standard, whichever is less. The Employer shall establish and post the standard for view by all employees at the start of each contract year.

Section 68. Consultation.

- A. Matters appropriated for consultation between the Employer and the Union include wages, hours, terms and conditions of employment and other areas of mutual concern for this bargaining unit. Consultations shall be held upon request of either the Employer of the Union in an effort to reach mutual understandings, receive clarification and/or exchange information affecting employees covered by this Agreement. Consultation meetings shall not be used for negotiation purposes unless both parties agree otherwise.
- B. Consultation meetings between the Employer and the Union shall be arranged by mutual agreement of the parties upon the request of either party. Arrangements for any consultation meeting shall be made ten (10) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time. Items for discussion at consultation meetings shall be those included in but not necessarily limited to items on the agenda. Union and employer representatives shall be limited to no more than four (4) persons from each side at any one (1) meeting.

Section 79. Indemnification.

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

Section 810. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of employees that are lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired at the Employer's expense subject to the following restrictions. The Employer 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 employee'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 Employer.

Section 911. Outside Employment.

- A. Employees 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 City Department as determined by the Employer.

- B. No employee 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 Department Director.
- C. Employees who engage in secondary employment shall do so only with approval of the Department Director and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Employees 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 employees are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Employees 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. An employee shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Employees may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the City Manager.
- G. Employees who are injured while working another job or jobs are required to notify the Department Director, or his designee, immediately.

Section 4012. Refutation of Detrimental Material.

The Employer agrees that an employee shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

Section 4413. Group Insurance and Carousel Benefit Plan.

- A. 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. To be eligible for employee insurance, an employee must be classified regular full-time working a regular schedule of a minimum forty (40) hours per week.
- B. 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.
- C. 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.

- D. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Insurance 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.
- E. Carousel Benefits Program.
1. An employee may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the employee is covered by another health plan.
 2. An employee 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 employee 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 employee 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 employee to advise the City in writing immediately in the event the employee 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 an employee's opt out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.
- F. Dental Insurance. The Employer shall provide dental insurance for the employee only, selected by the Employer. Dependent coverage shall be at the option of the employee at the employee's expense. In the event more than one plan is offered, the Employer shall pay the employee premium cost of the lowest plan offered.

Section 1214. Tuition Reimbursement.

Section 26 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix II.

Section 1315. Prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol.

- A. PRR Section 25 is attached hereto and made a part hereof as part of Appendix II.
- B. An employee shall have the right to have a Union representative present at any meeting with management involving his possible violation of PRR Section 25 provided that no undue delay for testing is caused.

Section 1416. Deferred Compensation.

Bargaining unit members will be allowed to participate in any Employer offered deferred compensation

program pursuant to the Employer rules regarding bargaining unit member participation.

Section ~~15~~17. Physical Exams – Post Offer.

The Employer will pay for any required post offer of employment physical examination.

Section ~~16~~18. 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 prior related experience. Non-mandatory guidelines for hiring above the base are as follows:

Less than two years applicable experience	base of the grade
2-3 years applicable experience	5% above base
4-7 years applicable experience	10% above base
8+ years of applicable experience	15% above base

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

ARTICLE 2019

SAFETY

Section 1. General.

The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Union will cooperate and encourage the employees to work in a safe manner.

Section 2. Employee Responsibility.

It shall be the responsibility of the individual employee to check all equipment which has been issued to the employee to assure it is in safe operating condition prior to use of operation. If assigned equipment is damaged, the employee shall report the condition of the equipment to the employee's supervisor.

Section 3. Committee Membership.

The Employer shall include four (4) Union representatives, selected by the Union, on the Safety Committee along with an equal number of management selected by the City Manager.

Section 4. No Losses.

~~Employees involved as Union representatives of the Employer Safety Committee will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings nor will be paid for time in attendance, which may extend past their working schedule. Attendance by employees representing the Union is strictly voluntary, i.e., no overtime will be paid for attendance at said meetings.~~

ARTICLE 20

~~ARTICLE 21~~

SENIORITY-LAYOFF-RECALL

Section 1. City Seniority.

City seniority shall be understood to mean an employee's most recent date of employment or re-employment on a regular basis. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service. In departments where there are shift assignments, the department will develop a system for shift selection. Seniority of the employees within the affected groups will be one of the criteria considered in making shift assignments. All new employees shall serve a probationary period, which is six (6) months, during which time they serve at the will and pleasure of the City.

Section 2. Classification Seniority.

Classification seniority shall be understood to mean length of time in classification on a regular basis. After successful completion of the probationary period, which is six (6) months, length of time in classification reverts to date of entry, transfer or promotion to present classification.

Section 3. Accrual.

Seniority will continue to accrue during all leaves of absence with pay. Unless otherwise required by law, seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Employees shall lose their city and classification seniority only as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination
- D. Layoff exceeding twelve (12) months
- E. Failure to report to the City intention of returning to work within three (3) business days of the employee's receipt of a recall notice or fourteen (14) calendar days from the date a recall notice is mailed to the employee's last address in his personnel file, whichever first occurs.
- F. Failure to return from military leave within the time limits prescribed by law

Section 4. Layoffs.

The Union will be notified prior to any reduction in force action. Probationary and temporary employees will be laid off first and shall not have recall rights. Employees will be laid off by classification within their department. The order of such layoffs shall be based on seniority with the least senior employees in the classification being laid off first provided that the following factors in the judgment of the City are substantially equal:

- A. Ability and qualifications to perform the work
- B. Performance evaluations
- C. Physical condition

In the event of the substantial inequality of these factors as between employees in the same classification, the employee with the higher values of a, b, c in the aggregate shall be retained.

Section 5. Bumping.

Employees who have held more than one (1) classification within a department will have the opportunity to bump the junior employee in a job classification previously held within the department as opposed to being laid off, providing that the employee is still qualified to hold the position and providing the previously held position still exists. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4 above and this Section.

Section 6. Recall Rights.

Employees in layoff status will have recall rights for a period of twelve (12) months and have preference to positions in their layoff classification or other classifications in which they are able to perform, over new applicants for the position.

Section 7. Order of Recall.

Recall will be in the reverse order of layoff provided that the employee remains qualified to hold the position.

Section 8. Seniority Lists.

For the purpose of layoff and recall, a list of classifications seniority shall be available to the Union listing the name and classification seniority of the employee.

Section 9. Resolution of Disputes.

The provisions of the Article shall be subject to the Grievance Procedures Articles.

Section 10. 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 employees laid off shall not be eligible for recall.

- A. Full-time employees 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 employee 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 employee's last annual performance evaluation must be satisfactory or better and the employee must be on active duty not on leave of absence or suspension without pay.
 3. The employee must have unsuccessfully sought to bump, unless there is no job to which the employee may bump covered under this Agreement.
 4. The employee 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.~~ B. Employees who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

~~ARTICLE 22~~

ARTICLE 21

APPOINTMENTS TO VACANT POSITIONS

Section 1. Basis for Appointments.

All appointments shall be made on the basis of ~~City seniority~~, job experience, education and skills required for the position.

Section 2. Posting.

Job vacancies shall be posted ten (10) consecutive working days before being permanently filled. Job vacancies are those unfilled, existing or new positions listed as vacancies but are not position reclassifications which occur due to a change in classification, due to an increase or decrease in the assigned duties and responsibilities of a position or to correct inequities created by the reclassifications of a position.

Section 3. Demotions.

Demotions as position reclassifications are not considered as job vacancies and can be made without adhering to the ten (10) day posting provision. The Employer agrees to give notification of position reclassifications to the Union President prior to implementation.

Section 4. Applicants.

Any employee may, through the Personnel Office, make application for the vacancy. All applications for the vacancy, including those from individuals who are not present employees, will be considered for interview and testing.

Section 5. Preference.

Present employees and employees on layoff status shall be given preference in filling vacancies when all other factors are considered substantially equal by the Employer.

Section 5. Selection.

When choosing among present employees for the filling of vacancies or for lateral transfers within the bargaining unit, city seniority shall prevail when all other factors including past duties are substantially equal as determined by the Employer.

Section 6. Examinations.

Where examinations are given for promotion, the employee shall be given the results, upon request.

~~**Section 7. Examinations.**~~

Employees shall be released from duty without loss of pay while competing in promotional examinations that are scheduled during duty hours.

Section 87. Grievances.

The provisions of this Article shall be subject to the Grievance Procedure Article.

ARTICLE 2322

HOURS OF WORK AND OVERTIME PAYMENTS

Section 1. General.

The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at the overtime rate and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours of work (including overtime) either per day or week for such employee. Departmental management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community.

Section 2. Hours Worked.

- A. Work hours shall include all time an employee is required to be on duty or on the Employer's premises, or at a prescribed workplace, provided that 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. Sick leave shall not be considered as hours worked nor be included in computation for overtime pay.
- B. The normal workday shall consist of eight (8) or ten (10) hours of work, exclusive of the lunch period, within a twenty-four (24) hour period. The Employer and the Union recognize that certain types of activities operating on a continuous basis (seven {7} days a week) require different treatment as to hours worked, and agree that in those instances, an eight (8) hour shift, including lunch period and breaks, may be allowed. Provided, however, that an employee who works more than forty (40) hours in any workweek shall receive overtime pay for hours in excess of forty (40) hours.
- C. The workweek shall consist of a period of seven (7) consecutive days. The normal workweek shall consist of forty (40) hours per week.

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 p.m.

- D. Whenever practical, the Employer will schedule two (2) consecutive days off for the employee each week.

Section 3. Payroll Period.

Prior to any change in the payroll period, the City will notify the Union in writing and upon a proper written request received within fourteen (14) calendar days of receipt of the notice by the Union, negotiate over the change and the impact. Disputes shall be resolved pursuant to the impasse resolution procedure set forth in F.S. Chapter 447; provided, however, in the event of impasse, the parties hereby waive special master and agree to proceed directly to the City Commission for resolution of the dispute.

Section 4. Rest Periods and Meal Periods.

All employees shall be afforded, subject to call, ~~a one (1) paid fifteen (15) minute rest period during the first portion of the work day, one (1) unpaid thirty (30) minute meal period during the middle of the work shift, and a one (1) paid fifteen (15) minute rest period during the second portion of the work shift. Upon approval of the Employer the meal period may be increased to one (1) hour unpaid.~~

Section 5. Overtime.

- A. Overtime shall be considered to be hours worked by an employee in a classification eligible for overtime in excess of forty (40) hours in a week.
- B. Overtime shall be paid at the overtime rate of one and one-half (1½) times the employee's straight time hourly rate of pay.
- ~~C. For purposes of overtime computation, sick leave, holiday pay, personal days, military leave and other leaves of absence without pay shall not be considered as time worked.~~ C. For purposes of overtime computation, only vacation leave, City mandated training/conference time, and actual hours worked ("sweat time") will be counted.
- D. It is the intent of the Employer to distribute overtime assignments among employees in a fair and equitable manner. Whenever practical, overtime will be assigned in advance on a voluntary basis to qualified employees.

If no qualified employee volunteers or if conditions do not permit, overtime will be assigned by supervision. Reasonable attempts will be made by supervisors not to perform work normally performed by members of the bargaining unit, however, the Union recognizes that a situation may arise that requires supervisors to perform work normally performed by members of the bargaining unit.

Section 6. Duplication.

There shall be no duplications or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7. Standby Time.

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on the employee's off-duty time, which may include nights, weekends or holidays. Employees shall not be assigned to standby duty, if excused in advance by management. It is the intent of the Employer to distribute standby assignments among employees in a fair and equitable manner. Whenever practical, standby will be assigned in advance on a voluntary basis to qualified employees. If no qualified employee volunteers or if conditions do not permit, standby will be assigned by supervision.
- B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of three (3) hours pay at their regular straight time rate for each twenty-four (24) hours increment or less of standby time assigned and scheduled. The three (3) hours of standby pay shall not count as hours worked for the purpose of computing overtime pay.
- C. Employees while on standby duty who are called and report to work will, in addition to the standby pay of three (3) hours, be paid for the actual time worked.

Section 8. Call Back.

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call back pay.
- B. Any employee who is called back to work shall be paid a minimum of three (3) hours at overtime rate regardless of hours worked in that pay week.
- C. Any employee required to continue working after completion of the employee's regular scheduled shift shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- D. Any employee who is called back to work and whose call in period extends into the start of the employee's regular work period shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- E. An employee who is called back twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled work period shall not receive call back pay but shall be eligible for the overtime pay from the start/end of the regular work period to the start/end of the call back work period.
- F. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee 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.

Section 9. Changes in Work Schedules.

If there is any change in the work schedule of an employee, the Employer will notify the employee as far in advance of the work schedule change as possible, but not less than forty-eight (48) hours.

Section 10. Hurricane Pay.

The Employer agrees that should an employee be required to be in attendance during an emergency, such as a hurricane evacuation, all non-exempt employees shall be paid for every hour in attendance during an emergency condition. Any non-exempt employee, whose attendance during an emergency condition exceeds the normal weekly work hours, whether or not the employee is actually working, shall be paid time and one-half (1½) for each hour in attendance. Those employees who are not required to be in attendance during the emergency condition shall continue to receive normal pay even though the emergency condition prevents the employee from being in attendance at their work stations. The Union agrees that an emergency, such as a hurricane, may necessitate the use of unusual work schedules, such as twelve (12) hours on-duty and twelve (12) hours off-duty.

Section 11. Compensatory Time

Compensatory time may be taken in lieu of overtime pay or holiday pay. Compensatory time may be accrued to a maximum of ~~eighty (80)~~ forty (40) hours. Compensatory time will be scheduled by mutual agreement between the employee and the Department Director. At the end of the fiscal year, unused compensatory time will be paid to the employee. Unused hours will not be carried over into the next fiscal year.

ARTICLE 2423 PAY PLAN

Section 1. Wages.

- A. ~~Employees~~ Effective October 1, 2012, employees covered by this ~~Agreement~~ agreement shall be paid in accordance with the Pay Plan attached as Appendix III ~~effective October 1, 2009~~. There shall be no adjustment or progression in the plan for FY ~~09/10~~2012/13; however, upon union ratification and approval by the City Commission, each full-time employee will receive a \$1,000 lump sum payment subject to all applicable deductions required by law. Each permanent part-time employee will receive a \$350 lump sum payment under the same conditions.
- B. Effective October 1, 2010 and October 1, 2011, Appendix III shall be increased 2% and ~~those individuals~~2013, employees covered by this ~~contract~~ agreement shall be eligible to receive up to a ~~2%~~3% merit increase based upon performance as outlined in Section 3 below.
- C. Effective October 1, 2014, employees covered by this agreement shall be eligible to receive up to a 3% merit increase based upon performance as outlined in Section 3 below.

Section 2. Status Quo.

No wage increases shall be granted after September 30, 2012/2015, absent a ratified successor Agreement unless the parties voluntarily and mutually agree otherwise.

Section 3. Progression.

The City shall complete a performance evaluation on each member annually on or before the member's anniversary date. In the first ~~two years~~year of the contract, no merit increases will be given. In the ~~second and third year, starting October 1, 2011~~, the annual performance ~~ratings~~score shall determine the member's eligibility to progress in the Pay Plan. ~~Any member receiving a performance rating of satisfactory or higher shall receive a merit pay increase of two (~~

Annual Performance Score	Increase
68-75 points	3%
60-67 points	2) percent, depending on the overall rating on the performance evaluation form. .5%
52-59 points	2%
44-51 points	1.5%
36-43 points	1%
0-35 points	0%

If the employee feels he/she has received an unfair review and merit increase, they may appeal the evaluation by following the steps outlined in Article #9 of this contract.

Effective October 1, 2011 employees who are at the top of the pay scale will receive a lump sum bonus of two percent (2%) of their base annual salary on their anniversary date.

Section 4. Pay Upon Promotion.

An employee who is promoted to a position in a higher grade shall receive an increase in pay. The employee's hourly rate will increase by five percent (5%) or to the ~~minimum~~maximum of the new classification grade, whichever is ~~higher~~lower. Progression of the employee in the Pay Plan shall continue in accordance with Section 2 above on the individual employee's anniversary date in new classification.

Section 5. Lateral Transfer.

An employee 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.

Section 6. Pay Upon Demotion.

An employee who is demoted to a position in a lower grade shall receive a decrease in pay. The employee's hourly rate will be decreased by five percent (5%) or to the minimum of the new classification grade, whichever is higher. Progression of the employee in the Pay Plan shall continue in accordance with Section 2 above on the individual employee's anniversary date in new classification.

Section 7. Reclassification.

A. The City's current reclassification policy is as follows:

“When work performed on a particular job substantially changes, through design or evolution, the position shall be reclassified through the Point Factor Evaluation System. Reclassification can result in a promotion to a higher pay grade, a demotion to a lower pay grade or no change to the pay grade.”

- B. When a position is reclassified to a higher or lower grade, the employee's anniversary date for merit increase shall remain unchanged.
- C. When a position is reclassified to the same grade, the employee shall not be eligible for a change in pay, but shall be permitted to receive merit pay increases to the maximum of the grade. The employee's anniversary date for merit increase shall remain unchanged.
- D. All reclassifications shall be approved by the City Manager.
- E. The Employer and the Union endorse the concept of classification audits performed periodically by Human Resources. The Union may request classification audits to be completed by Human Resources.

Section 8. Economic Reopener

———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 2524

ENTIRE AGREEMENT

Section 1.

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively, with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

Section 2.

Negotiations may be reopened during the life of the contract by written mutual agreement.

ARTICLE 2625
INTENT AND SAVINGS CLAUSE

Section 1.

If any Article or Section of the Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, then all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Both the City of St. Pete Beach and the Communications Workers of America 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.

Section 2.

In the event of the invalidation of any Article or Sections of this Agreement, then the Employer and the Union agree to meet within thirty (30) days of such determination for the replacement of such Article or Section.

ARTICLE ~~27~~26
DURATION OF CONTRACT

Section 1.

All sections of this Agreement shall be effective as of October 1, ~~2009~~2012 and shall remain in full force and effect until September 30, ~~2012~~2015.

Section 2.

Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing of its intent before the first of April 2012. All other articles shall remain in full force and effect.

By: _____
~~Michael Finnerty~~ Steve McFarlin
Mayor

By: _____
Stephen C. Sarnoff
CWA President

By: _____
Michael P. Bonfield
City Manager

By: _____
Raymond J. Radvilavicius
CWA Representative

Date: _____

Date: _____

APPENDIX I
CWA PERSONNEL CLASSIFICATIONS

<u>Position</u>	<u>Grade</u>
Library Page	102
Recreation Aide I	104
Recreation Aide II	105
Library Assistant I	107
Receptionist/Office Assistant	107
Recreation Assistant	107
Seasonal Lifeguard	108
Community Service Officer	109
Public Properties Maintenance Worker I	109
Utilities Maintenance Worker I	109
Secretary	109
<u>Library Assistant II</u>	<u>110</u>
Public Properties Maintenance Worker II	111
Head Lifeguard	111
<u>Recording Secretary</u>	<u>112</u>
Utilities Maintenance Worker II	112
Public Properties Maintenance Worker III	113
Meter Maintenance Supervisor	113
Finance Technician I	114
Utilities Maintenance Worker III	114
Recreation Marketing and Rental Leader	114
Finance Technician II	115
Librarian+	115
Code Enforcement Officer	115
Records Supervisor	115
Public Properties Crew Chief	116
Utilities Maintenance Crew Chief	117
GIS Operator	118

APPENDIX II

SECTION 25 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

25.01 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.

25.02 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.

25.03 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.

25.04 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 25.04(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 25.08.

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 25.02(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 25.04(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.

25.05 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.

25.06 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.

25.07 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.

25.08 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.

25.09 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.

25.10 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.

SECTION 26

EDUCATIONAL INCENTIVES AND BENEFITS

This program will only apply if it is funded through the budget process.

26.01 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.

26.02 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.

26.03 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.

26.04 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.

26.05 Schedules

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

26.06 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 III – Pay Plan

<u>Position</u>	<u>Grade</u>	<u>-Minimum</u>	<u>-</u>	<u>Maximum</u>
Library Page	102	\$17,980.20	18,705.	\$27,197.8428,296.3
		44		2
Recreation Aide I	104	\$19,823.17	20,623.	\$29,973.6131,185.4
		20		4
Recreation Aide II	105	\$20,814.33	21,654.	\$31,483.2632,755.8
		88		4
Library Assistant I	107	\$22,947.79	23,874.	\$34,721.6836,125.4
		24		4
Receptionist/Office Assistant	107	\$22,947.79	23,874.	\$34,721.6836,125.4
		24		4
Recreation Assistant	107	\$22,947.79	23,874.	\$34,721.6836,125.4
		24		4
Seasonal Lifeguard	108	\$24,095.17	25,068.	\$36,450.4637,924.6
		16		4
Community Service Officer	109	\$25,299.94	26,322.	\$38,276.6339,821.6
		40		0
Public Properties Maintenance Worker I	109	\$25,299.94	26,322.	\$38,276.6339,821.6
		40		0
Utilities Maintenance Worker I	109	\$25,299.94	26,322.	\$38,276.6339,821.6
		40		0
Secretary	109	\$25,299.94	26,322.	\$38,276.6339,821.6
		40		0
Public Properties Maintenance Worker	111	\$27,893.17	639.04	\$42,196.8341,799.6
Library Assistant II				8
Head Lifeguard	111	\$27,893.17	29,020.	\$42,196.8343,902.5
Public Properties				6
Maintenance Worker II				6
Utilities Maintenance Worker	112	\$29,287.84	020.16	\$44,290.8443,902.5
Head				6
Lifeguard				6
Public Properties Maintenance Worker	113	\$30,752.23	469.92	\$46,506.60080.32
Recording Secretary				0
Meter Utilities	113	\$30,752.23	469.92	\$46,506.60080.32
Maintenance				0
Supervisor Worker II				0
Finance Technician	114	\$32,289.84	31,994.	\$48,844.10384.96
Public Properties				56
Maintenance Worker III				56
Utilities Meter	114	\$32,289.84	31,994.	\$48,844.10384.96
Maintenance Worker				56
Supervisor				56
Recreation Marketing and Rental	114	\$32,289.84	33,594.	\$50,816.48,844.10
Leader Finance Technician I				08
Finance Technician	115	\$33,904.33	594.08	\$51,279.0150,816.4
Utilities Maintenance				8
Worker III				8
Librarian	115	\$33,904.33	594.08	\$51,279.0150,816.4
Recreation Marketing and				

St. Pete Beach – Communication Workers of America
Contract October 1, 20092012 through September 30, 20122015

<u>Rental Leader</u>						<u>8</u>
Code Enforcement Officer <u>Finance</u>	115	\$33,904.33	<u>35,274.</u>	\$51,279.01	<u>53,349.9</u>	
<u>Technician II</u>		<u>72</u>		<u>2</u>		
Records Supervisor <u>Librarian I</u>	115	\$33,904.33	<u>35,274.</u>	\$51,279.01	<u>53,349.9</u>	
		<u>72</u>		<u>2</u>		
Public Properties Crew Chief <u>Code</u>	116115	\$35,599.55	<u>274.72</u>	\$53,835.65	<u>349.92</u>	
<u>Enforcement Officer</u>						
Utilities Maintenance <u>Public Properties Crew</u>	117116	\$37,379.54	<u>036.48</u>	\$56,538.38	<u>010.24</u>	
<u>Chief</u>						
GIS Operator <u>Utilities Maintenance Crew</u>	118117	\$39,248.51	<u>38,889.</u>	\$59,362.87	<u>58,824.4</u>	
<u>Chief</u>		<u>76</u>		<u>8</u>		

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

Issue Considered: Interlocal Agreement Amendment

Date: October 22, 2013

Prepared By: George Kinney, AICP

Summary of Issue: *This request constitute an amendment to the Pinellas County Sheriff Agreement to include Code Enforcement assistance.*

Like St. Pete Beach, the City of Madeira Beach also has a contract with the Sheriff's Office for general policing services but their contract was broadened to include an additional officer specifically assigned to City Code Enforcement. City staff met with officials from the City of Madeira Beach and learned that this approach has been extremely successful and beneficial to the City.

The City favors the arrangement for several reasons including the flexibility inherent in a contract position, the presence of a uniformed police officer, and the value offered through an educational and helpful approach. Our Code Enforcement Officer had a compensation package worth approximately \$68,700 including salary and benefits. The contract amendment with the Sheriff's Office is slightly higher but would add significant value, both real and perceived, and provide many cost benefits over time in the form of improved service.

Requested Motion: "I move to authorize the City Manager to amend the Pinellas County Sheriff Interlocal Agreement to include Code Enforcement services"

Attachments: Interlocal Agreement amendment and supporting information.

Reviewed by City Manager:

MB

AMENDMENT TO INTERLOCAL AGREEMENT

THIS is an amendment to the INTERLOCAL AGREEMENT entered into by and between the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY"; and BOB GUALTIERI, as Sheriff of Pinellas County, Florida, hereinafter referred to as "SHERIFF", dated August 13, 2013.

It is the intent of the parties herein to amend the above-describe Interlocal Agreement with all terms and conditions of said Agreement remaining the same except as provided herein below:

1. Page 3, Paragraph 9, SERVICE LEVEL: The SHERIFF hereby agrees to provide all necessary and appropriate law enforcement services in and for the CITY by providing personnel as more particularly described in Attachment 1, attached hereto and incorporated herein by reference. The services to be provided by the Sheriff under the terms of this Agreement include but are not limited to routine patrol, marine patrol on the intracoastal and beach waterways, periodic beach patrol, and codes enforcement. This service also includes one (1) deputy position titled as Community Policing Deputy to provide community-oriented policing, and, effective November 1, 2013, one (1) deputy position titled as Community Policing Deputy/Codes Enforcement to provide codes enforcement services. The above said services will be provided as directed by the Patrol Bureau Commander or his designee in conjunction and after consultation with the City Manager. Additional deputies can be added at any time by mutual agreement, and the City may choose to utilize secondary employment deputies to supplement the personnel provided in Attachment 1 as special circumstances or situations might temporarily warrant. Said use of secondary employment deputies shall be in accordance with Sheriff's Office policy and procedures, with the charges per hour provided in Attachment 2.

2. Page 4, Paragraph 10, COMMUNITY POLICING DEPUTIES: The community policing deputy shall be provided five (5) days per week for eight (8) hours per day excepting holiday leave, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee. The specific hours of work of the community policing deputy shall be determined by his/her supervisor after consultation with the City Manager. The community policing deputy will perform interactive and proactive foot and bicycle patrols whenever transportation by a patrol vehicle is not necessary, will actively make personal contacts with both citizens and businesses to solve community crime problems, and meet with community leaders to explain crime prevention techniques. The community policing deputy shall utilize business cards, voice mail, and cellular phone to ensure citizen contact regarding public safety concerns.

The community policing deputy for codes enforcement shall also be provided five (5) days per week for eight (8) hours per day excepting holiday leave, vacation leave, required training, court appearance, authorized sick leave and such other absences as may be authorized

by the SHERIFF or his designee. The specific hours of work of this community policing deputy shall be determined by his or her supervisor after consultation with the City Manager. The community policing deputy will investigate and take enforcement actions for violations of the CITY'S Code of Ordinances, will track and prepare statistical reports for the CITY concerning the numbers and types of violations issued on a monthly basis, and interact with both citizens and businesses to address and resolve codes violation related issues. The community policing deputy will in conjunction with the CITY'S attorney, prepare and present code violation cases before the CITY's appeal board as necessary, and in conjunction with the CITY'S administrative/clerical staff, prepare citations, send notices of violations and appeal hearings, and perform other related administrative tasks.

The CITY agrees it will provide at its expense the necessary codes enforcement training, the assistance of CITY administrative and clerical staff for performing research, preparing and sending out notices and correspondence, and other like administrative and clerical tasks, and the appropriate office space and equipment needed for the performance of the community policing deputy's administrative duties.

If and as time permits, this community policing deputy will also conduct proactive foot or bicycle patrols, make contacts to facilitate solving community crime problems, meet with community leaders to explain crime prevention techniques, and assist the other community policing deputy with special events.

3. Page 4, Paragraph 11, PROVISION OF SERVICE: The SHERIFF shall provide each deputy who serves in the CITY pursuant to this Agreement with a patrol automobile and all other necessary or appropriate equipment, as determined by the SHERIFF, except as provided above in Paragraph 10.

4. Page 5, Paragraph 19, CONTRACT COSTS: The CITY shall pay to the SHERIFF, as payment in full for all of the services herein agreed to be performed by the SHERIFF, the sum of TWO MILLION ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS AND FORTY-ONE CENTS (\$2,159,711.41). Payment shall be made in twelve monthly installments of ONE HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS AND NINE CENTS (\$173,123.09) for the month of October, ONE HUNDRED EIGHTY THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS AND NINETY-FOUR CENTS (\$180,598.94), per month for the months of November through August, and ONE HUNDRED EIGHTY THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS AND NINETY-TWO CENTS (\$180,598.92) for the month of September. Payment shall be made on the first day of each month beginning on October 1, 2013, and each month thereafter. (See Attachment 1, Contract Worksheet.)

Except as provided above, the terms and conditions of the Agreement dated August 13, 2013, shall continue through September 30, 2014.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2013.

ATTEST:

CITY OF ST. PETE BEACH, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM

City Attorney

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff

George Kinney

From: Mike Bonfield
Sent: Friday, October 04, 2013 8:42 AM
To: George Kinney
Cc: Bruce Cooper; Carl Carnes; jgerretz@pcsonet.com
Subject: RE: Reorganization

Approved. Severance to Heidi would be according to the layoff provisions in the PRR.

Lt. Gerretz from the PCSO would be your contact. I believe this will require a contract addendum with them.

Mike

From: George Kinney
Sent: Friday, October 04, 2013 7:40 AM
To: Mike Bonfield
Cc: Bruce Cooper; Carl Carnes
Subject: Reorganization

-PRIVILEGED AND CONFIDENTIAL-

Mike,

As you know, the City of St. Pete Beach has recently contracted with the Pinellas County Sheriff's Office for general police services. This decision and subsequent transition has been successful and well received by City officials and residents alike.

Like St. Pete Beach, the City of Madeira Beach also has a contract with the Sheriff's Office for general policing services but their contract was broadened to include an additional officer specifically assigned to City Code Enforcement. In an effort to see if a similar approach would be beneficial, Bruce Cooper and I met with several officials from the City of Madeira Beach including City Manager Shane Crawford, Community Development Director Lynn Rosetti, and 3 deputy officers assigned to the City.

We learned from this conversation that this approach has been extremely successful and beneficial to the City. The City favors this arrangement for several reasons including the flexibility inherent in a contract position, the presence of a uniformed police officer, and the value offered through an educational and helpful approach. Accordingly, I am recommending the same organization for the Community Development Office effective October 14 provided this constitutes enough notice for the Sheriff's Office.

Our current Code Enforcement Officer has a compensation package worth approximately \$68,700 including salary and benefits. A contract amendment with the Sheriff's Office would cost slightly more but would add significant value, both real and perceived, and provide many cost benefits over time in the form of improved service.

If acceptable, our plan moving forward would be to eliminate the current Code Enforcement position on Friday, October 11 and start with the Sheriff's Office on Monday, October 14. I would recommend a severance package of 4 to 6 weeks as deemed appropriate by the you and/or Human Resources Director.

George K.

George Kinney

From: Mike Bonfield
Sent: Thursday, October 17, 2013 3:21 PM
To: George Kinney
Cc: Colette Graston
Subject: FW: contract amendment / CPD for codes enf
Attachments: StPeteBch.LEcontract.FY14.amendment.final.pdf; StPeteBch.contractcost.FY14.final.xls; SecondaryEmploymentRates.FY14.xls

Please do an agenda memo we can add to next Tuesday's agenda. Point out the cost differences and benefits we discussed earlier. Thanks

Mike

From: Upman, Julie [<mailto:jupman@pcsonet.com>]
Sent: Thursday, October 17, 2013 11:13 AM
To: Mike Bonfield
Cc: Bruce Cooper; Troesch, Vicki; Pelella, Timothy; Danzig, David; Gerretz, Joseph; Dann, Susan
Subject: contract amendment / CPD for codes enf

Good morning, Mike, attached is the amendment to the current service agreement, adding the Community Policing Deputy for codes enforcement effective November 1st. Also attached is the worksheet detailing the additional costs. Note that the spreadsheet has two tabs: the first showing the current contract cost, and the second tab with the revision. The spreadsheet should open to the revision, which is ready to print with the appropriate headers, for attachment to the contract amendment.

Although not germane to the CPD/Codes, I have attached the worksheet with the special detail rates as Attachment 2, only because it is referenced in the contract language.

Please let me know if there are any questions, or if you need anything else. Thank you.

Julie L. Upman
Labor Relations Director
Pinellas County Sheriff's Office
ph. (727) 582-6721
fax (727) 582-6373
10750 Ulmerton Road, Largo FL 33778
jupman@pcsonet.com

"Leading the way for a safer Pinellas"

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

City of St. Pete Beach
Contract for Law Enforcement Services
Worksheet - FY 14

A. Cost per Deputy \$ 80,191.67

B. Deputies by Post

Number	Relief Factor	Deputy	
8	x 1.68	x \$ 80,191.67	\$ 1,077,776.03

C. Deputies ~ Special Enforcement (CPD)

Number	Relief Factor	Deputy	
1	x 1	x \$ 80,191.67	\$ 80,191.67

D. Sergeants

Number	Relief Factor	Sergeant	
3	x 1.68	x \$ 107,399.38	\$ 541,292.88

E. Additional Support Positions

Number	Factor	Salary	Position	
1	x 1	x \$ 80,191.67	Detective	\$ 80,191.67
1	x 1	x \$ 58,722.25	Public Safety Telecommunicator	\$ 58,722.25
				\$ 138,913.92

F. Vehicle Cost

Number	# Miles	\$ per mile	Days per Yr	
8	x 45	x 0.7645	x 365	patrol deputy \$ 100,455.30
3	x 20	x 0.7645	x 365	sergeant \$ 16,742.55
1	x 20	x 0.7645	x 260	spec enforcement dep \$ 3,975.40
1	x 20	x 0.7645	x 260	detective \$ 3,975.40
				\$ 125,148.65

G. Supervision

Number sup'd	Factor	Cost	Position	
5	x 2.61%	x \$ 121,748.79	Lieutenant	\$ 15,894.30
1	/ 8.00	x \$ 107,399.38	Det Sgt	\$ 13,424.92
1	/ 7.00	x \$ 89,418.91	Comm Ctr Supv	\$ 12,774.13
				\$ 42,093.35

H. Equipment

Number	Positions	Equip Cost	
13	/ 1191	x \$ 1,398,468.00	\$ 15,264.55

I. Allocated Indirect Cost (AIC)

Number	Positions	AIC~CD	
13	/ 1191	x \$ 5,203,389.00	\$ 56,796.02

J. Supervision, Equipment and AIC subtotal

\$ 114,153.92

K. TOTAL

Yearly	\$ 2,077,477.07
Monthly	\$ 173,123.09
11 months	\$ 173,123.09
1 month	\$ 173,123.08

Increase/decrease from prior year-percentage

\$ 2,077,477.07 / \$ 2,070,743.52 0.33%

Increase/decrease from prior year-amount

\$ 6,733.55

Note: increase from prior year based on the full year cost for FY 13;

actual cost for FY 13 was \$1,520,436.34

City of St. Pete Beach
Contract for Law Enforcement Services
Worksheet - FY 14

A. Cost per Deputy \$ 80,191.67

B. Deputies by Post

Number		Relief Factor		Deputy	
8	x	1.68	x	\$ 80,191.67	\$ 1,077,776.03

C. Deputies ~ Special Enforcement (CPD)

Number		Relief Factor		Deputy		
1	x	1	x	\$ 80,191.67	Community Policing Dep/Law Enf	\$ 80,191.67
1	x	1	x	\$ 80,191.67	Community Policing Dep/Codes	\$ 80,191.67

D. Sergeants

Number		Relief Factor		Sergeant	
3	x	1.68	x	\$ 107,399.38	\$ 541,292.88

E. Additional Support Positions

Number		Factor		Salary	Position	
1	x	1	x	\$ 80,191.67	Detective	\$ 80,191.67
1	x	1	x	\$ 58,722.25	Public Safety Telecommunicator	\$ 58,722.25 \$ 138,913.92

F. Vehicle Cost

Number		# Miles		\$ per mile	Days per Yr	
8	x	45	x	0.7645	365	patrol deputy \$ 100,455.30
3	x	20	x	0.7645	365	sergeant \$ 16,742.55
2	x	20	x	0.7645	260	spec enforcement dep \$ 7,950.80
1	x	20	x	0.7645	260	detective \$ 3,975.40 \$ 129,124.05

G. Supervision

Number sup'd		Factor		Cost	Position	
5	x	2.61%	x	\$ 121,748.79	Lieutenant	\$ 15,894.30
1	/	8.00	x	\$ 107,399.38	Det Sgt	\$ 13,424.92
1	/	7.00	x	\$ 89,418.91	Comm Ctr Supv	\$ 12,774.13 \$ 42,093.35

H. Equipment

Number		Positions		Equip Cost	
14	/	1191	x	\$ 1,398,468.00	\$ 16,438.75

I. Allocated Indirect Cost (AIC)

Number		Positions		AIC~CD	
14	/	1191	x	\$ 5,203,389.00	\$ 61,164.94

J. Supervision, Equipment and AIC subtotal

\$ 119,697.04

K. TOTAL

Annual cost with CPD	\$ 2,167,187.26
Annual cost w/o CPD	\$ 2,077,477.07
Difference	\$ 89,710.19
Cost of CPD for 11 months	\$ 82,234.34
Revised cost for FY 14	\$ 2,159,711.41
Amt paid for October	\$ 173,123.09
Amt remaining for Nov-Sept	\$ 1,986,588.32
Monthly	Nov through Aug \$ 180,598.94
	September \$ 180,598.92

Increase/decrease from prior year-percentage

\$ 2,159,711.41 / \$ 2,070,743.52 4.30%

Increase/decrease from prior year-amount

\$ 88,967.89

Note: increase from prior year based on the full year cost for FY 13;

Amended/addtl CPD for Codes

Eff. 11/1/13

City of St. Pete Beach
Contract for Law Enforcement Services
Worksheet - FY 14

actual cost for FY 13 was \$1,520,436.34

Attachment 2

PINELLAS COUNTY SHERIFF'S OFFICE

Secondary Employment Rates - FY 14

<u>Rank</u>	<u>Hourly Rate</u>
Deputy	\$45.00
Sergeant	\$47.00
Lieutenant	\$49.00

St. Pete Beach City Commission Agenda Report

Issue Considered: FY14 CIP Discussion

Date: October 22, 2013

Prepared By: Michael Bonfield, City Manager *MB*

The following is a list of recommended CIP projects in FY14.

General Fund

1. Paving/curb work – Belle Vista and Library alley
2. Pass-A-Grille Alleys
3. Seawall repairs
4. Bay Way Landscaping
5. Beach Walkovers
6. Pass-A-Grille Way Engineering
7. FDOT Landscaping
8. Blind Pass Road reconstruction
9. Egan Park – Lights and netting
10. Egan Park – Boat Ramp/Park design
11. Lazarillo Playground resurfacing
12. Tennis Court resurfacing/fence replacement
13. Palm tree uplighting
14. CRA Plan
15. Downtown Corey Area Enhancement Plan
16. All-terrain vehicle (beach patrol)
17. Community Center dock permitting and construction
18. Park facility roof repairs
19. Fire mini-pumper
20. Gymnasium roof and floor replacement

Summary - With the exception of the tennis court resurfacing/fence replacement and all-terrain vehicle, these projects were all either budgeted/approved and not finished in FY13, or budgeted in FY14. A budget ordinance will be prepared for consideration in November to fund each of these projects. After budgeting for these projects, the CIP Fund has approximately \$980K available in undesignated reserves.

Items for Discussion – The following projects are not programmed at this time:

1. Pass-A-Grille Planning/Design Guidelines – Commissioner Pletcher has expressed concern over the need to review the land development regulations in PAG. The primary goals seem to be to do what we can to encourage

preservation of contributing historic structures, and when they cannot be preserved, develop design guidelines to assure new construction is compatible to the area. Our consultants for the Corey project have considerable experience with historic preservation. Our recommendation is to set aside some time when they are here in November to develop a project scope for this work. If the scope is accepted, the work can likely be completed early next year. It is difficult to set a budget estimate without knowing a little more about the scope but would anticipate it to be in the neighborhood of \$50K.

2. Pass-A-Grille Restrooms – The City Commission has previously expressed a desire to look at expanding public restroom facilities in PAG. To date no funds have been budgeted towards this effort. Again, this is an area our Corey consultants could help with at the site selection and preliminary design. I would suggest a budget of \$20K be added to the above project and the work be completed at the same time.
3. Undergrounding utilities on Blind Pass Road – The BPR reconstruction will be ready to go to bid around the first of the year. When the final design was approved, the City Commission requested we get costs to underground the utilities in this area as part of the project. The non-binding costs estimate is \$600K (\$440K electric, \$160K cable). Binding cost estimates would cost \$3K. These costs do not include any cost of right-of-way acquisition or undergrounding the services to the structures nor any new decorative roadway or pedestrian lighting.

Wastewater Fund

1. Wastewater – Pump Station #2 reconstruction
2. Wastewater – Pump Station #1 pump replacement
3. Wastewater – Pump Station & Force Main #3 – analysis
4. Wastewater – Four Lift Station rehabilitations
5. Wastewater – SCADA (automated alarm system for all stations)

Summary – Projects #3, #4 & #5 are not included in the FY14 budget but were anticipated to be done in the near future. At our budget hearings the City Commission suggested we look at moving these projects up to take advantage of low borrowing costs. With our available wastewater reserves it looks like we will be able to complete these projects and still have approximately \$750K in reserves at the end of FY 14. Depending on the outcome of the work on PS #3 and the assessment currently being done on PAG Way, we would likely need to borrow money to complete those projects in FY15. The four lift stations are requiring extensive maintenance due to their age and condition and the SCADA system would place all stations on a reliable alarm system to monitor system failures.

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

Issue Considered: Community Development 4th Quarter Report

Date: October 22, 2013

Prepared By: George Kinney, AICP, Community Development

Summary of Issue: Activity report for the months of July, August, and September, 2013. The report includes information related to Planning Services, Building Services, Code Enforcement Services, and Economic Development Activity.

Requested Motion: None. Information Only.

Attachments: Activity Report.

Reviewed by City Manager: _____



Planning and Community Development

155 Corey Avenue
St. Pete Beach, Florida 33706
Phone: 727.367.2735
Fax: 727.363.9222

Memorandum

October 22, 2013

To: Mike Bonfield, City Manager
From: George Kinney, Community Development Director
Re: 2013 4th Quarter Report
Community Development Department

The attached report includes information related to the following:

Planning Support – This portion of the report includes information on various Boards and Committees supported by the Planning Division including the number of cases/items and their disposition. This part of the report also includes a count of Temporary Use permits issued for the quarter.

Building Inspections – This portion of the report includes the number of building inspections performed for the quarter broken down by month and type.

Permits Issued - This portion of the report includes the total number of permits issued by type.

Plan Review Action - This portion of the report includes plan review actions and outcomes.

Code Enforcement - This portion of the report includes code enforcement items broken down by District

Planning Support				
	July	August	September	Total
BOA Items	2	3	4	9
PC Items	3	1	3	7
Historic Items	0	2	4	6
Commission Items	2	4	1	7
Magistrate Items	2	4	0	6
Temporary Use Permits	1	0	0	1

BOARD OF ADJUSTMENT

July

Case #2013-0026: Property address is 504 69th Avenue. Applicant requested a variance from Section 6.15 to maintain an existing fence/wall height (columns and light fixtures) in the front yard. ***Approved***

Case #2013-0027: Property address is 3610 East Maritana Drive. Applicant requested a variance from Section 9.8 to increase building height from 30' to 46' for a stairwell enclosure. ***Approved***

August

Case #2013-0030: Property address is 5405 Aloha Drive. Applicant requested a variance from Section 8.7(a)(3) to permit the construction of an addition that would encroach 1'-3" into the required 7' side-yard setback. ***Approved***

Case #2013-0031: Property address is 2815 Pass-A-Grille Way. Applicant requested a variance from Section 9.7(a)(4) to permit the construction of a second-story deck addition that would encroach 4' into the required 20' rear-yard setback. ***Approved***

Case #2013-0032: Property address is 5600 Gulf Boulevard. Applicant requested a variance from Section 26.34 to permit the installation of a sign that would encroach 5' into the required 10' front-yard setback. ***Approved***

September

Case #2013-0033: Property address is 1350 Boca Ciega Isle Drive. Applicant requested a variance from Section 9.7(a)(3) to permit the construction of a second-story addition that would encroach 6'-8" into the required 10' side yard setback. ***Approved***

Case #2013-0034: Property address is 3201 East DeBazan Avenue. Applicant requested a variance from Section 9.7(a)(1) to permit the construction of a second-story deck addition that will encroach 6'-6" into the required 20' front-yard setback. ***Approved***

Case #2013-0035: Property address is 5600 Gulf Boulevard. Applicant requests a variance from Section 35.9(a)(1) to permit the replacement of an accessory structure (gazebo) that would encroach 80' into the required 100' front-yard setback. ***Approved***

Case #2013-0039: Property address is 101 8th Avenue. Applicant requests a variance from Section 23.5 to permit the reduction of 4 required parking spaces to 3 parking spaces for a two family dwelling. ***Approved***

PLANNING COMMISSION

July

Discussion Item: County PACE Program

Discussion Item: Multi-Modal Transportation District

Discussion Item: FY-14 Work Program

August

Discussion Item: FY-14 Work Program

September

Presentation: Geri Lopez – CRA Discussion

Discussion Item: FY-14 Work Program

Legislative Item: An Ordinance amending retail and personal service uses as provided for in Divisions 30 and 37 of the Land Development Code. ***Addition Revisions Required***

HISTORIC COMMISSION

July

No Items

August

Case #2013-0023: Property address is 1103 Gulf Way. Applicant requested Certificate of Appropriateness to take advantage the reduced setbacks offered in the Pass-A-Grille Overlay.

Approved

Discussion Item: Overview of Historic Preservation Process and Definitions

September

Case #2013-0025: Property address is 107 19th Avenue. Applicant requested Certificate of Appropriateness to take advantage the reduced setbacks offered in the Pass-A-Grille Overlay.

Approved

Action Item: Local Historic Designation request for 105½ 10th Avenue.

Discussion Item: Review of Historic Preservation Program

Discussion Item: Strategic Plan for Pass-A-Grille

CITY COMMISSION

July

Resolution #2013-09: Providing for findings, ratifying previous actions of the City Commission adopting findings of necessity, and approving revised boundaries for the Community Redevelopment Area. ***Approved***

Action Item: Presentation of final report prepared by the Tampa Bay Regional Planning Council and related to findings and conclusions resulting from two economic development workshops that were conducted for the Corey District. ***Accepted***

August

Action Item: Conditional Use #2013-0029. Request to utilize the historic Zephaniah Phillips house for two-family residential use. ***Approved***

Action Item: Authorize the City Manager to accept a proposal from Tindale-Oliver and Associates, Inc. to provide economic development services including an update and implementation of the Community Reinvestment Area. ***Approved***

Action Item: Authorize the City Manager to enter into a right-of-way agreement with Jackie's Bistro and permitting the use of 3 parking spaces for the placement of an outdoor seating area. ***Approved***

Ordinance #2013-13: Final Reading and Public Hearing, re-adopting the City of St. Pete Beach Comprehensive Plan. (Legislative) ***Approved***

September

Action Item: Authorize the City Manager to accept a proposal from Baker to provide planning services related to the Corey Avenue District. ***Approved***

MAGISTRATE

July

Case #2013-0028: Property Owner, Rollin Bixler and Geraldine Holloway. Property Address, 111 22nd Avenue. Code Sections 98-66(b)(2) rotten fascia and soffit; 98-66(b)(7) bare wood on exterior walls. ***Tabled in Early July and Later Adjudicated in Favor of the City***

Case #2013-0050: Property Owner, Sam and Alana Martino. Property Address, 3203 East DeBazan Avenue. Code Section 98-66(b)(2) exterior walls chipping, peeling, cracking, broken and/or missing Stucco. ***Adjudicated in Favor the City***

August

Case #2013-0041: Property Owner, Robert and Kara Lee. Property Address, 6381 4th Palm Point. Code Section 6.23 for a dilapidated dock. ***Adjudicated in Favor the City***

Case #2013-0042: Property Owner, Robert and Kara Lee. Property Address, 6381 4th Palm Point. Code Sections 98-67(c) and (e) missing registrations; 23.2b. parking of a boat trailer. ***Adjudicated in Favor the City***

Case #2013-0057: Property Owner, Erica Nottke and Lee Alexander. Property Address: 261 41st Avenue. Code Sections 98-66(b)(20) high grass and weeds; 6.21 visibility at intersection. ***Adjudicated in Favor the City***

Case #2013-0067: Property Owner, Beeren LLC (Wilys c/o West Corey Partners). Property Address, 645 Corey Avenue. Code Section 23.3(d) and (f) allowable seating. ***Adjudicated in Favor the City***

September

No Items.

TEMPORARY USE PERMITS

July

Temporary Use Permit #2013-01: Property address is 6205 Gulf Boulevard (7-11 Store). Request for the temporary placement of oversized directional signage until compliant signs are prepared to replace them or until BOA approval is received for current signs. *Approved*

August

No Permits Issued.

September

No Permits Issued.

ECONOMIC DEVELOPMENT INITIATIVES

- ❖ The Planning Board met over several months to discuss and recommend a long-term work program intended to assist the City Commission decision making process related to significant capital improvement efforts.
- ❖ Staff reviewed several site plans including improvements for Skidders, McDonalds, Plaza Beach Resort, and Sherwin Williams.
- ❖ Staff assisted in the development of a planning services contract with Baker Engineering.
- ❖ Staff remains involved in the development of the Pinellas County PACE program. The County is proceeding with a draft RFP intended to solicit interest in providing a turnkey program and minimizing impacts on current staff. Staff has been provided with the RFP for comment and has been invited to sit on the review committee.
- ❖ The Tampa Bay Regional Planning Council culminated its work for the Corey Avenue District with a final presentation to the City Commission.
- ❖ City Manager, Robert DiSpirito and CRA Director, Bob Ironsmith both with the City of Dunedin took a tour of the proposed St. Pete Beach CRA and made a presentation to the Corey Avenue Business Association.
- ❖ Tindale Oliver and Associates was awarded a contract to assist the City with the development of the CRA plan including the necessary revenue projections and establishment of the tax increment.
- ❖ Geri Lopez, Economic Development Director, for the City of Clearwater attended a Planning Board meeting and offered a presentation on CRA's.
- ❖ Staff attended a one-day Community Revitalization Summit in Winter Park. The session was sponsored by the Florida League of Cities and Florida Redevelopment Association.
- ❖ Staff attended the Pinellas County Economic Development Planners meeting in September.

OTHER ITEMS OF INTEREST

- ❖ City staff met several times with Pinellas Planning Council (PPC) staff to discuss necessary changes to the CRD Special Area Plan that would provide for consistency between the special area plan and the City Comprehensive Plan.
- ❖ Staff met with a permit tracking provider for a demonstration of system capability. This system will replace Geoplan and will allow for web-based access and compatibility with GIS and record retention software.
- ❖ Staff reported on their Continuity of Operations Plan (COOP) for purposes of Emergency Management and consistency with CEMP.
- ❖ Staff attended a one-day informational session in Tampa regarding regional rail initiatives.
- ❖ The City Comprehensive plan was reviewed and approved by state Department of Economic Opportunity.
- ❖ Staff attended a conference call with nationally renowned ‘complete streets’ expert Dan Burden. Staff investigated the possibility of bringing him to the City as part of a public outreach effort.
- ❖ Staff prepared its operational budget and was able to secure some funding for replacement of a permit tracking system.
- ❖ Staff attended the FPZA annual conference in Daytona Beach and the FAPA annual conference in Orlando.
- ❖ Staff attended a social media webinar.
- ❖ Staff attended a meeting hosted by FEMA. FEMA provided an update regarding their current and ongoing effort to remap base flood elevations for the region.



TO: Rebecca, City Clerk

FROM: Mary Jo Murphy, Recording Secretary

RE: Quarterly Report (July, August, September 2013)

DATE: September 19, 2013

- ✓ Attended, recorded, published videos and prepared minutes for the following meetings:
 - o Board of Adjustment (3)
 - o Historic Preservation Board (2)
 - o Library Advisory Committee (1)
 - o Pension Boards (1)
 - o Planning Board (3)
- ✓ Attended the following meetings:
 - o Big C
 - o Election Webinar
 - o Test meeting of Soniclear
- ✓ Attended and recorded the following meeting:
 - o Bid Opening for Seawall Repairs
 - o Bid Opening for Shingled Roof Replacements
 - o Bid Opening for Street Rehabilitation
 - o Bid Opening for Tree Trimming
 - o Code Enforcement Board (2)
- ✓ Posted Agendas for the following:
 - o Board of Adjustment
 - o Code Enforcement Board
 - o Finance & Budget
 - o Historic Preservation Board
 - o Library Advisory Committee
 - o Pension Boards
 - o Planning Board
- ✓ Typed minutes for the following:
 - o Big C (1)
 - o Finance & Budget (1)
- ✓ Posted notices or published videos for the following:
 - o Code Enforcement Board
 - o IAFF Hearing
 - o Pension Boards
 - o Union negotiations between CWA and City of St. Pete Beach

- ✓ Prepared legal ads for the following:
 - o Aesthetic Lighting for Landscape Medians
 - o Ordinance 2013-13
 - o Ordinance 2013-17
 - o Ordinance 2013-18
 - o Ordinance 2013-19, 20 & 21
 - o Ordinance 2013-22, 23 & 24
 - o Stormwater Related Non-Ad Valorem Special Assessments
 - o Street Rehabilitation
 - o Tree Trimming
- ✓ Assisted City Clerk with election documents
- ✓ Attended PCMCA luncheons on 8/14/13 and 9/11/13
- ✓ Followed up with individuals filing their Form 1 or Form 1F with the Supervisor of Elections office
- ✓ Helped City Clerk with public records requests
- ✓ Ordered nameplates for Commission Chambers
- ✓ Preparing a list of Form 1 and Form 1F individuals for January 2014
- ✓ Searched for easements related to nourishment projects
- ✓ Worked on revising instructions for Office Procedures and Meeting Room & Recording Set up



Public Services Department 4th Quarter Report (July, August & September 2013)

"The Public Services Department oversees the efficient and effective operations of the Public Properties, Utilities and Construction Divisions in order to consistently deliver the highest quality of life and infrastructure to our island community."

CITY COMMISSION AGENDA ITEMS

- Ordinance 2013-15, Final Reading and Public Hearing, excluding pets from all baseball and softball fields.
- Authorize the City Manager to enter into a purchasing agreement in the amount of \$199,851 with Garland/DBS, Inc. for the replacement of the Gym roof.
- Authorize the City Manager to complete the Blind Pass Road (Gulf Blvd to 73rd Ave) design engineering.
- Authorize the City Manager to enter into an Interlocal Agreement with Pinellas County for maintenance of traffic control signals and related devices.
- Authorize the City Manager to amend the current contracts with Ashbritt, Inc. and Neel-Schaffer to incorporate federal form FHWA-1273.
- Authorize the City Manager to sign a proposal from CPWG in the amount of \$104,400 to perform preliminary engineering for Pass-A-Grille Way.
- Public Services Department FY 2013 3rd Quarter Report.
- Capital Improvement Project Close Outs.
- Authorize the City Manager to enter into a purchasing agreement in the amount of \$88,186.58 with Southeastern Surfaces & Equipment, Inc. to replace the gym floor.
- Authorize the City Manager to sign modification #2 for the FDOT District Seven Highway Beautification Maintenance Memorandum of Agreement (MOA) for the City of St. Pete Beach to construct and maintain new aesthetic landscape median up-lighting on the SR 699 right-of-way.
- Ordinance 2013-19, First Reading and Public Hearing, providing for wastewater and reclaimed water fee adjustments in FY 2014.
- Resolution 2013-14 approving the fiscal year 2013-14 non-ad valorem assessment rolls for stormwater management services and authorizing the City Manager to certify the stormwater service assessment rolls to the Tax Collector prior to September 15, 2013.
- Ordinance 2013-19, Final Reading and Public Hearing, providing for wastewater and reclaimed water fee adjustments in FY 2014.
- Authorize the City Manager to enter into an Interlocal Agreement with Pinellas County for the implementation and operation of a surface water quality and biological monitoring program.

ADMINISTRATION

- Prepared for and attended pre, post and City Commission meetings; worked on various agenda reports and followed up as needed.
- Bi-weekly meetings with City Manager, Operations Manager, and Construction Manager to discuss all Department activities and projects.

- Worked with management team to complete various construction projects and oversee the day-to-day Department operations.
- Worked with Fire Department and Sheriff's Office to prepare and shoot off the July 4th fireworks; great show this year!
- Continued working on the Blind Pass Road engineering design.
- Worked with Finance, City Attorney and consultant to complete and submit tax roll for the annual stormwater assessment.
- Completed wastewater and reclaimed water fee analysis and made recommendations to City Manager.
- Sea oat planting was another huge success this year!
- Resolved all the issues that came up with the new solid waste collection schedule.
- All of our construction drawings were digitized this quarter so the Department is now all most completely paperless.
- Met with Commissioner Parent, City Manager and residents to go over their concerns related to traffic on Boca Ciega Drive and Gulf Winds. Worked with Sheriff Office to gather data and drafted a recommendation for City Manager.
- Attended the ribbon cutting for the new dog park at McKenney Park. Staff did an outstanding job once again with this project!
- Continued working with the County on the T-groin and Nourishment projects. T-groin project has been delayed, but Nourishment Project is out to bid.
- Prepared for and attended the City Commission Budget Hearing. Attended meetings with City Manager and Finance Director to discuss current and FY 2013-14 budgets.
- Continued work on wastewater Master Pump Station and Lift Station #2 projects.
- Began working on the Pass-A-Grille Way infrastructure assessment.
- Meetings with City of St Petersburg to discuss wholesale wastewater rates; they owe us \$114,292.05 under last year's true up. Began work on this year's true-up.
- Filled in as Acting City Manager when requested.
- Finished updating Department Emergency Management Plan.
- Completed all Department performance evaluations that were due; we are now up-to-date on them all.
- Worked with staff and engineering consultant to review wastewater infrastructure and needed projects.
- Meetings with City Manager, Community Development Director and consultants to finalize the Downtown/Corey Avenue Enhancement Plan proposal.
- Continued attending FDOT Bayway Bridge Construction meetings as needed; made them very happy by telling them we won't have to close a lane on Gulf Blvd for the Lift Station #2 project.
- Meeting with Construction Manager and consultant to request a proposal for the Egan Park project; began review of proposal they submitted.
- Community Redevelopment Area (CRA) meetings with City Manager, Community Development and consultant.

PUBLIC PROPERTIES

- Beach cleaning continued on all public areas. Large amounts of seaweed removed from Pass-a-Grille Beach.
- Repairs made at Library for new computer server. Also numerous lights replaced throughout the facility.
- Sprayed Herbicide at Hurley Park, Lido Park, Belle Vista 1, and Pass-a-Grille Park.
- Completed applying pre-emergent to City green spaces.
- Created signage for Utilities new truck. Installed the signage.
- Completed palm tree inventory for new tree trimming contract that went out to bid.

- Meeting with curb contractor to repair work on Boca Ciega Drive that was not completed to City standards.
- Belle Vista 2 playground and surfacing was removed; installed new playground unit. New surfacing was installed with the addition of a large sting ray which compliments the theme of the playground unit.
- Existing swings at Belle Vista 2 Park were sanded, primed and painted to match new playground unit.
- Performed tree injections for all Queen Palms on Corey Avenue. This was a fertilizer injection.
- New sod was installed at 79th Avenue, Public Services Building and Vina Del Mar Park. This was to address areas that were afflicted with fungus and had died.
- Irrigation repairs were conducted in multiple areas of the City as this is always an ongoing maintenance issue.
- Baseball and softball field preparations were conducted throughout this quarter.
- Plumbing repairs were made at Hurley Park Restrooms and Upham Restrooms.
- New DVD racks were picked up and installed at the Library.
- Routine elevator maintenance was performed.
- Treated several parks for cinch bug infestation.
- Sign fabrication and installation continued. We are in the process of replacing all outdated, damaged and missing signage with new signage that conforms to the new Federal Highway Safety Standards.
- Truck maintenance continued for several of our trucks in the fleet. We have been having issues with truck #132 as it has been down multiple times this year.
- Staff has been treating trees at various City locations to eliminate the white fly infestation that will eventually destroy the landscaping. Locations include Horan Park, Community Center, City Hall and Pass-a-Grille Concession.

UTILITIES

- 163 wastewater taps located this quarter (Sunshine One-Call).
- Lift Station checks were performed daily, the run times are logged and entered into our computer.
- Several wastewater lines were cleaned and televised throughout the City.
- Cleaned the crossover lines on Gulf Blvd and also other known areas of the City where heavy grease builds up in the lines.
- All Lift Stations and floats were cleaned.
- Every even month the jet truck water meter is brought to the County yard in Largo to be read for billing purposes.
- Sheriff's dispatch called several times after hours to report street leaks and to report wastewater issues.
- Responded numerous times during and after work hours to various lift stations for alarms.
- Responded to 11 reports of wastewater blockages.
- Put up and removed banners from the Bayway and 75th Ave several times this quarter; staff also assisted with the setup of several other events.
- Reviewed the 90% plans for Lift Station #2.
- Utilities staff have been doing alley maintenance; we have been grading, removing asphalt and putting down shell as requested.
- Opened manholes along Pass-a-Grille Way from 21st Ave to Cabrillo Way for the survey company to get measurements.
- Pass-a-Grille Way - we came in at night and televised from 21st Ave to Cabrillo Way and turned the DVD over to the Director for his review.

- We had a storm event this quarter that dumped 7" inches of rain. The heavy rains caused the system to surcharge. Several Lift Stations were in a high water alarm for 24 hours. Also two manholes were spilling over.
- Truck #160 - the electric motor for the crane is fried; we have one on order.
- The new utility crane truck, a 2013 F-250 4x4, has been delivered and is in service.
- The Jet truck broke down and had to be towed to the repair shop; several wires were burnt and needed to be replaced.
- Age is finally catching up to our SCADA system for our alarm call outs. We have done research and found a new SCADA system that would best suit our needs. We currently have this system installed in Lift Station #10 for a 6 month free trial.
- We also recommended that some Lift Stations be upgraded. Lift Station #5, #6, # 9 and #12. We would suggest we do the same upgrades that we had done at Lift Station #10.
- 30th Ave alley - we graded the alley and put down some shell.

Master Pump Station

- Both wetwells were cleaned and the grease buildup was removed.
- The odor control unit was serviced (belt was changed, greased & acid washed).
- All four Variable Frequency Drives (VFDs) - the air filters have been cleaned.
- The pressure sensor switches we installed in the wetwells have been working fantastic and giving the approximate levels.
- Three pumps are currently in service.
- Met with Xylem Flygt at the Master Pump StationMPS to review the current conditions and controls; we are recommending two new flygt pumps and controls for the south wetwell.

Reclaimed Water

- Made several inspections and repairs to reclaim water (RCW) boxes throughout the City for residents.
- Located and exposed several RCW boxes.
- Installed several RCW hose bib adapters for residents.
- Responded to numerous reports of reclaimed or potable water leaks and took the appropriate action.
- Utilities Division is still doing all the asphalt repairs for the RCW breaks; we receive an updated list weekly from Pinellas County.

Stormwater

- Stormwater grates were cleaned after rain events.
- Dug out 1st & 2nd Ave stormwater pipe as needed to ease street flooding.
- Pulled back the sand that was coming over the seawall between 1st & 2nd Ave.
- Sprayed for weed control around the stormwater drain grates.
- Several stormwater lines and catch basins were cleaned throughout the City to ease flooding.
- Cleaned all the French Drains throughout the City.
- Staff has made repairs to several catch basins and lids.
- Repaired a broken stormwater pipe at 8502 Boca Ciega Drive.
- Cleaned and televised several catch basins and stormwater lines in the Bella Vista subdivision and turned the DVD over to the Director for his review.
- Removed pieces of docks and debris that washed up along 55th and 59th Ave seawalls.

CONSTRUCTION

- Vina Del Mar Bridge was started and completed. This included repairing bridge joints, spalls, and new pile jackets. The contractor will return to complete the electrification of the cathodic protection jackets.
- Programmed thermostats for City Hall and Community Center monthly events.
- Trouble shooting HVAC issues at City Hall – Community Development Department.
- Received bids for Roadway Paving Projects – Belle Vista.
- Completed Utility Mark Up plans for future Pinellas County Traffic Management System project.
- Met with sidewalk/curb contractor regarding curb work on Boca Ciega Dr and required corrective action.
- Attended numerous BPR Engineering and Coordination Meetings.
- Held Pre-Bid Meetings for seawall repairs, shingled roof replacements, street rehab, tree trimming, and median lighting.
- Received bids for seawall repairs and tree trimming.
- Gym roof project was completed.
- Completed ROW permits.
- Pump Station #1 & #2 design drawings were reviewed and submitted for permitting. Permitting has been received and the project will be issued for bids.
- Met with landscape maintenance contractor, numerous times, regarding mowing and property maintenance issues.
- Attended NPDES Municipal Coordination Meetings.
- Attended Tampa Bay Purchasing Co-Op Meetings.
- Pinellas County completed potable water taps for 5 of the medians on SR 699.
- Completed assembling the reimbursement packet for FDOT landscape grant reimbursement. FDOT has reimbursed for those projects.
- Completed webGIS updates with Baker, including the RCW break layer.
- Completed a customized printable GIS map for Community Development.
- Completed project close-out presentation to the City Commission.
- Survey work for the Pass-A-Grille Way assessment (from Cabrillo to 19th Ave) was completed.
- Attended Corey Couplet Project Planning Meeting
- NPDES: Meeting with engineering consultant to discuss NPDES permitting for 2013; attended an NPDES Coordination meeting with the Community Development Department. Numerous NPDES stormwater violations were reported during this quarter. Most of these were related to private contractors not properly protecting inlets during adjacent construction and allowing sediment to flow into the stormwater drains; worked with Community Development Department on corrective action.
- Attended Emergency Management presentation by consulting engineer.
- Dive-Tech mobilized and completed the covering of the MPS wastewater subaqueous force main project.
- Hennessy completed work at the Fire Stations. These projects have now been closed out.
- Took delivery of the new utility crane truck.
- Provided the County information on our stormwater assessment fees and calculation method for their own use in creating a fee for unincorporated Pinellas County.
- Contractor mobilized and completed the Merry Pier Reconstruction project.
- Reimbursement request was revised for the SR 699 Beautification Grant under the Big C (Pinellas County). Payment was received.
- Attended the Reverse Trade Show sponsored by City of St. Petersburg.
- Attended PAGW Engineering Meetings.

- Received Public Works as-built drawings on CD (digital format).
- Worked on Wastewater Infrastructure presentation.
- Assessed Lift Station #3, 5, 6, 9, and 12.
- Met with and received the stormwater mitigation application from the Sirata.
- New Gym basketball goal hoists were installed.
- Attended FDOT LAP training.
- Completed updating citywide tree inventory list that was included with the new RFP.
- Worked with Pinellas County on easements needed for beach renourishment.
- Completed a walk-through of the FDOT landscape project to identify any areas needing attention by the contractor. As per the contract, any dead plant material shall be replaced. Contractor returned to the City to complete this work.
- Completed pricing options for the Bella Vista #2 (Bill Curotto Park) playground replacement. Equipment purchase has been approved and equipment ordered, delivered and installed.
- Received and reviewed the stormwater drainage analysis for the Blind Pass Road Improvement Project. Attended Blind Pass Road engineering meetings.
- Completed site plan reviews for Community Development Department.
- Worked on SWFWMD Grant applications for Egan Park, PAGW, and BPR.
- Met with SWFWMD representatives regarding grant applications.
- Attended round table discussion for site plan review of Sherwin Williams site.
- Received design scope and fee for Lift Station work and Egan Park design.
- Attended Emergency Funding training by FDOT.

Recreation Quarterly Report - 4th Quarter

July – September 2013

Programs

- The licensed after school program enrolled 65 participants that come from Pasadena Fundamental and Azalea Elementary Schools. (we do have a few that drop off from other schools)
- Summer Camp has 78 full summer registrations. That is 30 more than last year. Of the 78, 65% are residents (50) and 35% are non-residents (28).
- 373 weekly registrants in the summer camp program (175 residents; 107 non-residents)
- Averaged 138 campers weekly
- 108 campers registered in ½ day specialty camp (double from last year)
- 10 children on some sort of camp scholarship
- Total revenue from the summer camp program was \$120,394
- Monday Night Softball this quarter had 6 teams
- 45 and older basketball programs had 8 teams each this quarter
- The Fitness Center is seeing an average of 35 users each weekday.
- Sold 66 resident monthly fitness passes and 16 non-resident monthly fitness passes for a total of \$916 revenue from fitness monthly passes this quarter.
- Daily fitness user revenue was \$669 for this quarter
- The Fitness Center revenue increase 25% since the completion of the renovation and move of equipment.
- The SilverSneaker program has 188 enrolled members that averaged 325 visits a month to the center bringing in, on average, \$870 in revenue a month this quarter.
- Final Friday youth night was held the last Friday of September with 22 youth participating
- Instructor led program revenue for 4th quarter was \$40,505.
- Staff led programs revenue at the end of the 4th quarter was \$181,830. That has more than a 57% increase from last year which was \$104,546.

Pool

- Held 3 Family Fun Days at the Pool on July 21, August 11 and September 22 with an average of 40 participants
- 17 Private Rentals with 990 participants
- 22 Umbrella Rentals with 660 participants
- Offered 29 swim lesson classes from July 8 – Aug 15 with 137 participants
- Held 72 private swim lessons
- Sold 63 pool memberships this quarter
- Held 5 Dive In Movies with an average of 150 participants
- Hosted several Schools for their end of the Year party: Pasadena, Adrenal School, Our Savior Lutheran Church,

- Camps that used the pool: Gulfport, Northside Christian, Calvary Christian, McManus School, Afternoon Adventure Preschool, Performing Arts Camp, City of Madeira, City of Treasure Island and St Pete Beach.
- Pool average was 100 children per day
- Twilight Swim was held on Mon and Wed nights from 7-8:30pm with an average of 30 participants
- Offered Scuba Camp with 10 children
- West Coast Swim Team practices year round at the pool Mon-Thur from 4-6pm. The swim team has 70 members on their roster
- Master Program meets on Monday/Wednesday/Friday mornings with about 12 participants
- Water Aerobics Classes meets on Tuesday/Wednesday/Thursday with steady class participants averaging 25
- Water Zumba Class meets on Saturday and added a Wednesday night class with a steady class participants of 25
- Held a camp night July 17 for St Pete Beach campers and their families. 30 families attended despite poor weather
- Held a Water Carnival on Sept 14 with 100 participants.

Marketing

Marketing material is created in house and then is sent by many different avenues. Below is how we get the word out to the community:

- Print – The Gabber, Pinellas Beaches Patch, Tamp Bay Times, Island Reporter, Paradise News, Beach Beacon
- Insert in Tampa Bay Times Sunday paper promoting winter programs
- Flyers/Brochures – to all area schools, lobbies, city hall, library, local hotels and condos
- Online – website, facebook, twitter, TBO.com, blogs, WhatsdoingTampaBay.com, weddingwire, VisitFlorida and print website pages
- Attended Health Fair at Pasadena Elementary in March
- Face to Face – with local hotels, condos, and businesses with the Tampa Bay Beaches Chamber and through events/meeting with the Chamber, networking
- Press Releases
- Received #1 Bride's Choice for venues 2012 on WeddingWire.com

Rentals for the quarter

- Community Center Rentals: 10weddings
3 Anniversary Party
1 Birthday Party
2 socials
34 meetings
- Park Rentals: 42
7 @ Horan Park, 5 @ McKenney Park, 1 @ Vina Del Mar, 28 @ Hurley Park, 1 Eagan
- Warren Webster: 10 (above the regular scheduled meetings and civic group meetings)

Permitting

- 2 Vehicle on the beach permits were issued this quarter
- 13 special event permits were issued for events happening this quarter

Staff

- Jennifer presented 2 programming session at the Florida Recreation and Parks Association annual conference in Orlando in August
- Jennifer has developed 2 training curriculums for the Florida Recreation and Parks Association for day – long training workshops. She is going to be one of the lead presenter for one of those workshops that will occur 4 times throughout the state in the next year.
- TY Fraser completed his 40 hours of childcare training needed for licensing requirement.