

**CITY OF TREASURE ISLAND, FLORIDA
COMMISSION WORKSHOP SESSION
TUESDAY, NOVEMBER 1, 2005
6:00 PM**

Welcome to the City of Treasure Island Commission Meeting. If you wish to speak on a topic that is on this evening's agenda, a speaker's form [available in the rear of the room] must be completed and given to the Deputy City Clerk. Please do not address the Commission from your seat, but rather from the podium where your comments can be heard by all and recorded as required by Florida law. Unscheduled topics may be presented under the Public Comments section of the agenda.

I. PUBLIC COMMENTS:

II. APPROVAL OF MINUTES:

Minutes from the meeting of August 9, 2005 are ready for approval.

III. DISCUSSION ITEMS:

1. Undergrounding of Utilities Presentation – Progress Energy
2. Ord. – Authorizing the Option for Selection of a Code Enforcement Special Magistrate (2nd Reading and Public Hearing 11/15)
3. Ord. – Amending Section 2-71 – Serve as City Clerk
4. Appointment of City Clerk/Deputy City Clerk
5. Approval of Downtown Redevelopment Consultants
6. LPA Recommendations Regarding Single Family Drainage Issues
7. Ratification of Fire Union Contract
8. Holiday Commission Meeting Schedule

IV. OLD BUSINESS:

V. CITY MANAGER/CITY ATTORNEY REPORTS AND COMMENTS:

VI. REPORTS & COMMENTS BY COMMISSIONERS:

VII. PUBLIC COMMENTS:

VIII. ADJOURNMENT:

Any person desiring to file an appeal to any action taken by the Commission at this meeting will need a record of the proceedings and for such purpose may be required to insure that a verbatim transcript is made. Said transcript shall be made by the appellant at his or her expense. The City maintains a tape recording of all public hearings. In the event that you wish to appeal a decision, the tape may or may not adequately insure a verbatim record of the proceedings. Therefore, you may wish to provide a court reporter at your expense.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the office of the City Clerk in writing at 120 – 108 Avenue, Treasure Island FL 33706 or by phone at 727 547 4575 at least two working days prior to the meeting to advise what assistance is needed.

**CITY OF TREASURE ISLAND
BOARD OF COMMISSIONERS MEETING
August 9, 2005
7:00 p.m.**

A. PLEDGE OF ALLEGIANCE: Led by Mayor Maloof

B. ROLL CALL:

Mayor Mary Maloof		Present
Commissioner Phil Collins	Vice-Mayor	Present
Commissioner Ed Gayton		Present
Commissioner Richard Kraus		Present
Commissioner Alan Bildz		Present

C. PUBLIC COMMENTS:

Ms. Cindy McGathey, a resident of 10103 Tarpon Drive, stated that she has an issue with the property located at 10101 Tarpon Drive. She said that the home is being leased to people in conjunction with Gulf Coast Recovery. Ms. McGathey indicated that there is another home being leased in this manner on Tarpon Drive and she stated that she has observed transient people going to and from these two homes. She indicated that Matthew Schwarz is now leasing nine (9) properties in Treasure Island to recovering drug addicts and alcohol abusers.

City Manager Ralph Stone indicated that the City asked Mr. Schwarz to explain the manner in which he is using the properties and he said that Mr. Schwarz has not cooperated with the city thus far. The City manager said the intent of the City is to determine what Mr. Schwarz, "is doing at each home".

City Attorney Maura Kiefer stated that a Code Enforcement Board meeting was scheduled to be held on Wednesday, August 10, 2005.

Ms. Cindy Selleck stated that her family owns the house at 10101 Tarpon Drive. She indicated that it was understood that Mr. Schwarz would be living at this house and that later the family found out he never intended to live there. Ms. Selleck stated that the family will have to go through a process to evict him. She said it was understood that eight (8) or nine (9) people are residing at the house and that they were told there would be four (4) people living there. She indicated that the property is being operated as a halfway house and that the lease with Mr. Schwarz is "fraudulent".

Mr. Chuck Vanmiddlesworth, a resident at 10100 Tarpon Drive spoke regarding the property at 10101 Tarpon Drive and he stated that he was concerned for the young people in the neighborhood.

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Ms. Annette Rachel, a resident at 10102 Tarpon Drive spoke regarding the property at 10101 Tarpon Drive and she stated her concern for her four (4) children. She stated that the property at 10101 Tarpon Drive is being operated as a business in a residential neighborhood. She indicated that there are nine (9) properties in Treasure Island being operated in this manner and that she said, "This will deteriorate the community and impact our property values".

A resident at 10104 Tarpon Drive spoke regarding the property at 10101 Tarpon Drive and he stated his concern regarding people traveling above the posted speed limit.

Ms. Leslie Long, a resident at 10105 Tarpon Drive spoke regarding the property located at 10101 Tarpon Drive. She stated that the people and the increased traffic from this property are, "unnerving".

The City Manager stated that it was important for these residents to attend the Code Enforcement Board meeting on Wednesday, August 10th and to be sworn in as witnesses.

Mr. Frank McConnell, President of the Paradise Island Civic Association, stated his concern regarding the Code allowing group homes. He stated that the civic association can get people together to testify.

D. MINUTES:

Motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the minutes from the meetings of August 2, 2005 as written. Upon roll call, the vote to approve was unanimous.

E. ITEMS OF BUSINESS:

1. Ord. - Noise (1st Reading) –

After hearing the reading of the ordinance pertaining to noise, amending Chapter 18, Article III, of the "Code of Ordinances of the City of Treasure Island, Florida"; pertaining to noise, amending Sections 18-71, 18-72 and 18-73; repealing any conflicting ordinances; providing severability; providing for the inclusion of such amended ordinance in the "Code of Ordinances of the City of treasure Island, Florida"; providing an effective date, motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the ordinance as read.

Upon roll call, the vote to approve was unanimous.

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2. Res. – Request to Hold Sand Blast Soccer Tournament -

After hearing the reading of the resolution granting permission to Mr. David Minkow (Ajax America) to use the public beach behind the Bilmar Beach Resort on September 16-18, 2005, to hold a sand soccer tournament with specific recommendations and provisions, motion was made by Commissioner Gayton and seconded by Commissioner Kraus to approve the resolution as read.

Upon roll call, the vote to approve was unanimous.

3. Res. – FDOT Landscape Maintenance Agreement Renewal -

After hearing the reading of the resolution authorizing the City Manager to renew the agreement with FDOT to maintain the landscaping on Gulf Boulevard between 127th Avenue and the John's Pass Bridge, motion was made by Commissioner Gayton and seconded by Commissioner Kraus to approve the resolution as read.

Upon roll call, the vote to approve was unanimous.

4. Res. – State Revolving Fund for Sewer System -

After hearing the reading of the resolution authorizing the City Manager to apply for a State revolving loan for evaluation and design improvements for the City's sewer system, motion was made by Commissioner Collins and seconded by Commissioner Gayton to approve the resolution as read.

Upon roll call, the vote to approve was unanimous.

5. Res. – No Wake Zones for Channels at Isle of Capri and 108th Avenue -

After hearing the reading of the resolution approving the creation of vessel speed limitation zones, specifically, idle speed no wake and slow speed minimum wake in the waters of Boca Ciega Bay within the City of Treasure Island as identified in the resolution, motion was made by Commissioner Bildz and seconded by Commissioner Gayton to approve the resolution as read.

Commissioner Bildz asked why the Blind Pass channel could not be included as a minimum wake zone. The City Manager stated that the Florida Fish & Wildlife Conservation Commission indicated that there are no navigational issues and not enough accidents to justify the placement of a minimum wake zone in this area. The City Manager stated that an officer with the Florida Fish & Wildlife Conservation Commission would be present at the Commission meeting on Tuesday, August 16th to address the Commission regarding this issue.

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The City Manager stated that an ordinance would be prepared for the Commission's consideration pending the approval of this resolution.

Upon roll call, the vote to approve was unanimous.

6. Res. – Surf Beach Resort License Agreement

After hearing the reading of the resolution approving a license agreement with the Surf Beach Resort property located at 11040 Gulf Boulevard and authorizing the City Manager to execute this agreement, motion was made by Commissioner Gayton and seconded by Commissioner Kraus to approve the resolution as read.

Commissioner Kraus referred to the Charter amendment created by the electorate passing Ordinance No. 05-01. He stated his concern that there is an indefinite term for this lease. Commissioner Kraus suggested that the term be limited to three (3) years and that the lease be re-addressed by the Commission at that time.

The City Attorney stated that this is a license agreement and not a lease. She said it does not fall under the provisions of Ordinance No. 05-01. The City Attorney stated that the agreement gives the Surf Beach Resort the right to landscape but there is no possessory use or interest on the land.

Commissioner Bildz stated that he would be abstaining to vote on this resolution due to his employment with a contractor that is providing services to the Surf Beach Resort.

Upon roll call, the resolution was approved with a vote of 4 ayes and 1 abstention as follows:

Mayor Maloof	Aye
Commissioner Collins	Aye
Commissioner Gayton	Aye
Commissioner Kraus	Aye
Commissioner Bildz	Abstained

7. Res. – Appointment of Ex Officio Members to the Beautification Committee -

After hearing the reading of the resolution amending Resolution No. 96-18, pertaining to the appointment of ex officio members to the Beautification Committee, adding three year terms for ex officio members, setting forth terms, motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the resolution as read.

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Upon roll call, the vote to approve was unanimous.

8. Res. – Appointments/Re-appointment to Boards and Committees

After hearing the reading of the resolution appointing individuals to serve on the Beach Stewardship Committee, Beautification Committee, Code Enforcement Board, Marina Committee, Mitigation Planning Committee and the Planning and Zoning Board of the City of Treasure Island, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the resolution as read.

Commissioner Bildz stated that a vacancy still remains on the Mitigation Planning Committee.

Upon roll call, the vote to approve was unanimous.

9. Res. – Appointment to PSTA Board of Directors

After hearing the reading of the resolution nominating R. B. Johnson, Commissioner from Indian Rocks Beach to represent the Gulf Beaches communities on the PSTA Board of Directors, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the resolution as read.

Upon roll call, the vote to approve was unanimous.

F. DISCUSSION ITEMS:

Mayor Maloof stated that people are asking when the City is going to begin installing speed humps. Commissioner Kraus stated that the agenda item is not coming before the Commission until next month.

The City Manager stated that Volkert & Associates will address traffic calming issues in each neighborhood.

Mayor Maloof stated that a resident expressed concern regarding a sunken boat that has not yet been removed. The City Manager stated that the Police Department and he are addressing the issue and that he would report back to the Commission on it.

Commissioner Kraus stated that the County has funds budgeted for the removal of derelict boats.

Commissioner Bildz requested that the Commission consider placing a resolution on the Commission workshop agenda for Tuesday, August 19th in support of the

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State of Florida Legislature House Joint Resolution (HJR) 31 proposing a Constitutional Amendment to preclude the use of eminent domain for private economic development purposes and the Commission concurred.

G. CITY MANAGER/CITY ATTORNEY REPORTS:

The City Manager provided a video presentation of the removal of the Buccaneer statue from the Buccaneer Hotel prepared by Information Technology Coordinator Mark Santos and Information Technology Assistant Jeff Jensen.

Mayor Maloof stated that she felt that Treasure Island has the best public access channel in the County.

H. REPORTS BY COMMISSIONERS:

Commissioner Collins asked for a status regarding property maintenance standards. The City Manager stated that the draft language has been prepared and that the item would be placed on an agenda in September after the City Attorney has reviewed it.

Commissioner Collins spoke regarding the "halfway house" and he suggested that owners of rental property check with the City before renting out their properties.

Commissioner Kraus stated that a beach cleanup would be held on Saturday, August 13th.

Commissioner Bildz stated that a Beach Stewardship Committee meeting would be held on Wednesday, August 10th.

Mayor Maloof provided a report regarding the Tampa Bay Regional Planning Council meeting she attended. She stated that the issue of the shortage of boat ramp and dock space was discussed. The City manager stated that there is a County task force addressing this issue.

I. PUBLIC COMMENTS:

A resident at 10106 tarpon Drive stated her concern regarding the "rehab house" at 10101 Tarpon Drive. She said that this area is zoned residential and that this property "is clearly a business".

Captain Kosmakos spoke regarding transient people that are loitering around his restaurant. The City Manager stated that some people have taken up residence under the Blind Pass Bridge. He stated that the Police would trespass people

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loitering on Mr. Kosmakos property if possible and he said that City staff are working with FDOT to resolve the issue.

Commissioner Collins stated that there are also transient people living under the John's Pass Bridge and he said the City has no jurisdiction since it is State-owned land.

The City Manager stated that he would report back to the Commission on the matter.

J. ADJOURNMENT:

Mary Maloof, Mayor

Phil Collins - District 1

Ed Gayton - District 2

Richard Kraus - District 3

Alan Bildz - District 4

ATTEST:

Jennifer Nye, Deputy City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-1
Meeting Date: 11-01-05

SUBJECT: Presentation by Progress Energy Representatives Regarding the Under grounding of Utilities

RECOMMENDATION: Primarily for information only at this point, subject to the Gulf Boulevard project development and/or other City Commission direction.

SUMMARY:

Last fall after the hurricane season, Progress Energy provided a follow up presentation on the action and programs that they undertook to restore electrical service to their service area. At that meeting the issue of under grounding utilities came up from the residents and Commissioners. Since that time the Mayor, City Manager and Public Works Director have met with representatives of Progress Energy to discuss this issue. Progress Energy indicated that they have a presentation they would like to share with the Commission and residents. They will be at the meeting to make this presentation and answer questions.

Reviewed by:

- Legal
- Finance
- Personnel
- Public Works
- Community Imp
- Recreation
- Police
- Fire

Submitted by:
City Manager

Originating Dept:
Administration

User Dept:

Attachments:

None

Costs:

Total

Funding Source:

- Capital Improvement
- Operating
- Other

Appropriation Code:



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-2
Meeting Date: 11-01-05/05

SUBJECT:

Ordinance Authorizing the Option for Selection of a Code Enforcement Special Magistrate

RECOMMENDATION:

Adopt an ordinance allowing for the selection of a Special Magistrate for certain Code Enforcement hearings.

SUMMARY:

State law and the City's own Code of Ordinances allow for alternative systems of code enforcement, and they are: Before a code enforcement board, before a special magistrate, or directly into County court.

Currently, Treasure Island only provides for two (2) options: court and the board. It would be beneficial and productive for the City to allow for a special magistrate to hear certain code violations, as opposed to the Board. The complexity of certain issues, coupled with the relative inexperience of the Board and the infrequent nature of the hearings often may result in awkward and inefficient enforcement of serious offenses.

CONTINUED ON PAGE TWO

Reviewed by:

Legal
 Finance
 Personnel
 Public Works
 Community Imp
 Recreation
 Police
 Fire

Submitted by:

Maura Kiefer, City Attorney

Originating Dept:

Administration

User Dept:

Administration

Attachments:

Ordinance

Costs:

Total

Funding Source:

Capital Improvement
 Operating
 Other

Appropriation Code:

The special magistrate is a licensed attorney experienced in handling such matters. I would suggest attorney Edwin Peck, as he already serves as special magistrate for other communities and has a wealth of experience.

Additionally, with the appointment of a special magistrate, the City Attorney may proceed to represent the City as prosecutor for violation cases, because there would, in those instances, be no code enforcement board to which the City Attorney needed to represent.

This would not require a code change, as the City Attorney may already serve as prosecutor for the City in matters not involving board cases. (Reference, for example, when the City Attorney prosecutes violations in county court on behalf of the City.)

ORDINANCE NO. 05 -

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, PERTAINING TO LEGAL COUNSEL TO THE CODE ENFORCEMENT BOARD AND THE CITY; AMENDING ARTICLE III, CHAPTER 2, DIVISION 2, OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, PERTAINING TO CODE ENFORCEMENT; REPEALING ANY CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE INCLUSION OF SUCH AMENDED ORDINANCE IN THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has been advised by the city attorney that it would be more effective and beneficial to the City if the City had the option of utilizing a special magistrate to preside over certain code enforcement cases; and,

WHEREAS, state law and section 2-108 of the Code of Ordinances of the City of Treasure Island provides that the City may, by ordinance, adopt an alternate code enforcement system which gives special magistrates designated by the City Commission the authority to hold hearings and assess fines against violations in addition to, or in lieu of, the Code Enforcement Board;

WHEREAS, the City Commission desires that a special magistrate be utilized to preside over certain code enforcement matters, as preferred by the building inspector, the initiator of all enforcement cases; and,

WHEREAS, the Building Official desires the option to prosecute notices of violations either before a special magistrate or before the Code Enforcement Board, as the situation warrants;

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. That the present "DIVISION 2. CODE ENFORCEMENT BOARD" is hereby amended to read:

"DIVISION 2. CODE ENFORCMENT BOARD; SPECIAL MAGISTRATES"

SECTION 2. That the present DIVISION 2 is further amended by adding a new Section 2-137 which shall read as follows:

"Section 2-137. Special Magistrate. In addition to the Code Enforcement Board established hereunder, all code enforcement violations, at the option of the code inspector, may be prosecuted before a special magistrate, appointed by the City Manager. The special magistrate shall serve in addition to the Code

Enforcement Board, and shall be vested with all of the duties, authorities and obligations imposed upon the Code Enforcement Board herein.”

SECTION 3. All other ordinances or resolutions which conflict wholly or in part with the provisions of this ordinance are hereby repealed effective the date this ordinance becomes effective.

SECTION 4. It is the intention of the Treasure Island City Commission that each provision hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the validity of any other provisions of this ordinance or any Chapter of the City of Treasure Island’s Code of Ordinances.

FIRST READING on the 25th day of October, 2005.

SECOND READING on the 15th day of November, 2005

PUBLIC HEARING on the 15th day of November, 2005.

PUBLISHED in the St. Petersburg Times on the 26th day of October, 2005.

Mary Maloof, Mayor

ATTEST:

Jennifer Nye, Deputy City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III 3+4
Meeting Date: 11-01-05

SUBJECT: Appointment of City Clerk and Deputy City Clerk

RECOMMENDATION: Administration recommends appointment of Jennifer Nye as City Clerk and Sandra Carnevale as Deputy City Clerk.

SUMMARY:

As you are aware the City Charter requires the appointment of a City Clerk and Deputy City Clerk who shall "serve at the pleasure of the City Commission for such compensation as may be set by the City Commission". Currently the City Manager serves as the City Clerk and Jennifer Nye serves as the Deputy City Clerk. The City Charter allows this arrangement until a separate City Clerk is appointed. The City Clerk's duties are:

- a. Provide commission meeting notices and keep public records of the meetings.
- b. Records custodian.
- c. Attest contracts and agreements.
- d. Custodian of the city seal.
- e. Supervise city elections.
- f. Supervise City Clerk department personnel. (Note-currently does not exist)
- g. Administer oaths.
- h. Attend meetings of Commission and boards and provide a record of the proceedings.
- i. Administer Article VII pertaining to Initiative, Referendum and Recall.
- j. Other duties required by the commission or Florida law.
- k. The City Manager shall perform duties of the City Clerk until a City Clerk is appointed.

Ms. Nye completed her certification for City Clerk in June 2005 and has been performing the duties of the City Clerk for some time. As the City Manager and Commission have discussed previously, the outstanding issue is the coordination, administration and evaluation of a separate City Clerk. In order to meet the City Charter requirements of "hiring, firing and approving a salary" for the City Clerk and Deputy City Clerk and providing efficient and effective administration of this function in conjunction with the other departments of the city administration, the City Commission has the option of making these appointments by resolution and amending Article II, Division 2, Section 2-71 (Serves as City Clerk) to define the role of the City Manager in regard to the City Clerk and Deputy City Clerk.

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Reviewed by: <input type="checkbox"/> Legal <input type="checkbox"/> Finance <input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Community Imp <input type="checkbox"/> Recreation <input type="checkbox"/> Police <input type="checkbox"/> Fire	Originating Dept: Administration	Costs: Total
	User Dept:	
	Attachments: <input type="checkbox"/> None	Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
Submitted by: Ralph Stone, City Manager	Appropriation Code:	

As the Commission is aware, Ms. Carnevale also serves as the City Manager's Executive Assistant. There is no funding available for an additional position dedicated only to Deputy City Clerk. The primary function of the designation of the Deputy City Clerk will be to serve as a backup to the City Clerk. Ms. Carnevale currently serves in this capacity.

In order to clarify the role of the City Manager in regard to the City Clerk and Deputy City Clerk the recommended amendment of Section 2-71, in addition to deleting the designation of the City Manager as City Clerk, recommends that:

1. The City Clerk and Deputy City Clerk shall be appointed by the City Commission and serve at the pleasure of the City Commission for such compensation as may be set by the City Commission and shall be responsible for the duties as defined in the City Charter. The City Manager will assist the City Commission by making recommendations to the City Commission regarding the employment, termination and compensation of the City Clerk and Deputy City Clerk.
2. The administrative decisions regarding workload and work priorities for the City Clerk and Deputy City Clerk will be defined by the City Manager after consulting with the City Clerk and Deputy City Clerk.
3. The evaluation of the City Clerk and Deputy City Clerk will be conducted annually by the City Manager and provided to the City Commission. The City Clerk and Deputy City Clerk may request a review of their evaluations by the City Commission, who may make the final determination of the evaluations.
4. The City Manager, in consultation with the City Clerk and Deputy City Clerk, will prepare a budget that includes the City Clerk and Deputy City Clerk, including proposed salary levels and recommendations, which will be approved by the City Commission during the annual fiscal year budget process.

The current Exempt Employee Salary Schedule identifies salary ranges for both Deputy City Clerk and City Clerk. The Deputy City Clerk position is in salary range B which is \$32,000-\$48,000. Ms. Carnevale is currently in salary range A. Her current salary is \$43,263. Because this rate is within the B salary range Administration recommends a 5% raise to \$45,426. This is consistent with the current procedures for promotions with the remainder of the workforce. The current salary range for City Clerk is D, which has a range of \$43,000-\$63,000. Ms. Nye's current salary is \$43,263. Due to the range of duties of the City Clerk and for pay equity reasons, Administration recommends that Ms. Nye's salary be adjusted to \$47,500.

The proposed resolution and proposed ordinance amendments are attached for your review.

ORDINANCE NO. 05-

AN ORDINANCE OF THE CITY OF TREASURE ISLAND CITY COMMISSION AMENDING THE CITY CODE OF ORDINANCES ARTICLE II, DIVISION 2, SECTION 2-71 "SERVES AS CITY CLERK" AND DEFINING ADMINISTRATIVE ROLES OF THE CITY MANAGER, CITY CLERK AND DEPUTY CITY CLERK AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter defines the responsibilities of the City Clerk and Deputy City Clerk; and

WHEREAS, the City Commission is responsible for the appointment and setting compensation of the City Clerk and Deputy City Clerk; and

WHEREAS, the City Manager currently serves as City Clerk; and

WHEREAS, the City Commission and City Manager desire to appoint Ms. Jennifer Nye as City Clerk and Ms. Sandra Carnevale as Deputy City Clerk; and

WHEREAS, the City Commission desires to define certain administrative roles and responsibilities for the City Manager, City Clerk and Deputy City Clerk.

NOW THEREFORE THE CITY OF TREASURE ISLAND CITY COMMISSION DOES ORDAIN:

That Section 2-71 of the City Code of Ordinances be amended. Strikethroughs define current language that will be deleted and underlines define proposed new language as follows:

Sec. 2-71 ~~Serves as City Clerk~~ City Manager, City Clerk and Deputy City Clerk
Coordination and Administration

~~The City Manager shall exercise all of the duties, functions and power of the city clerk provided for in the Charter and shall exercise the duties of both offices in accordance and in compliance with the requirements of the Charter and the ordinances and resolutions of the city in harmony with such Charter provision and ordinances and resolutions applicable thereto.~~

The roles and coordination of the City Manager, City Clerk and Deputy City Clerk are defined as follows:

1. The City Clerk and Deputy City Clerk shall be appointed by the City Commission and serve at the pleasure of the City Commission for such

- compensation as may be set by the City Commission and shall be responsible for the duties as defined in the City Charter. The City Manager will assist the City Commission by making recommendations to the City Commission regarding the employment, termination and compensation of the City Clerk and Deputy City Clerk.
2. The administrative decisions regarding workload and work priorities for the City Clerk and Deputy City Clerk will be defined by the City Manager after consulting with the City Clerk and Deputy City Clerk.
 3. The evaluation of the City Clerk and Deputy City Clerk will be conducted annually by the City Manager and provided to the City Commission. The City Clerk and Deputy City Clerk may request a review of their evaluations by the City Commission, who may make the final determination(s) of the evaluations.
 4. The City Manger, in consultation with the City Clerk and Deputy City Clerk, will prepare a budget that includes the City Clerk and Deputy City Clerk, including proposed salary levels and recommendations, which will be approved by the City Commission during the annual fiscal year budget process.

This ordinance will become effective immediately upon adoption.

FIRST READING on the 15th day of November, 2005.

SECOND READING on the 6th day of December, 2005

PUBLIC HEARING on the 6th day of December, 2005.

PUBLISHED in the St. Petersburg Times on the 16th day of November, 2005.

Mary Maloof, Mayor

ATTEST:

City Clerk

RESOLUTION NO. 05-

A RESOLUTION APPOINTING JENNIFER NYE TO THE POSITION OF CITY CLERK AND SANDRA CARNEVALE TO THE POSITION OF DEPUTY CITY CLERK FOR THE CITY OF TREASURE ISLAND AND SETTING FORTH COMPENSATION FOR THESE EMPLOYEES

WHEREAS, Ms. Jennifer Nye serves in the capacity of Deputy City Clerk and Ms. Sandra Carnevale as serves in the capacity of Executive Assistant; and

WHEREAS, the City Commission desires to appoint Ms. Jennifer Nye to the position of City Clerk; and

WHEREAS, the City Commission desires to appoint Ms. Sandra Carnevale to the position of Deputy City Clerk; and

WHEREAS, the City Commission is required to establish compensation for the positions of City Clerk and Deputy City Clerk.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES RESOLVE:

1. Ms. Jennifer Nye is hereby appointed as the Treasure Island City Clerk at a salary of \$47,500 retroactive to October 1, 2005, and
2. Ms. Sandra Carnevale is hereby appointed as the Treasure Island Deputy City Clerk at a salary of \$45,426 retroactive to October 1, 2005.

The foregoing Resolution was offered during the Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 15th day of November, 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT AND ABSTAINING:

Mary H. Maloof, Mayor

ATTEST:

Jennifer Nye, CMC, City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-5
Meeting Date: 11/1/05

SUBJECT:

Downtown Redevelopment Plan Consultant Selection

RECOMMENDATION:

The Administration recommends that the City Commission approve HDR Engineering, Inc., for Downtown Redevelopment Planning services.

SUMMARY:

On August 23, 2005, the City Commission authorized the City Manager to advertise a Request for Proposals/Statement of Qualifications (RFQ) for the preparation of a Redevelopment Plan for the Downtown area.

As the City Commission is aware, the proposed FY05-06 Budget includes funding to prepare a redevelopment plan for the downtown area. This topic was also discussed and supported by the Civic Leaders Group which presented their unanimous support for this at a previous City Commission meeting. The general area that would be included in the planning area would be from Gulf Boulevard on the west, both sides of 108th Avenue to the northeast and both sides of 104th Avenue to the southeast and an eastern boundary of the small western Causeway Bridge. The request for proposals/statement of qualifications defined for the applicants those considerations that will be included in this redevelopment plan such as: current and future land uses, current and future land development regulations, urban design recommendations, streetscape, pedestrian and bike improvements, utility/infrastructure analysis and traffic and parking analysis.

(Continued on next page.)

<p>Reviewed by:</p> <p>_____ Legal</p> <p>_____ Finance</p> <p>_____ Personnel</p> <p>_____ Public Works</p> <p><input checked="" type="checkbox"/> Community Imp</p> <p>_____ Recreation</p> <p>_____ Police</p> <p>_____ Fire</p>	<p>Originating Dept:</p> <p>Administration</p> <hr/> <p>User Dept:</p> <p>Administration</p> <hr/> <p>Attachments:</p> <p>Resolution</p>	<p>Costs:</p> <p>Total: -\$-</p> <p>Current Fiscal Year: 2005-06</p> <hr/> <p>Funding Source:</p> <p><input type="checkbox"/> Capital Improvement</p> <p><input type="checkbox"/> Operating</p> <p><input type="checkbox"/> Other</p> <hr/> <p>Appropriation Code:</p>
<p>Submitted by:</p> <p>Lynn Rosetti, City Planner</p>		

The RFQ was prepared and published in September, with October 7th being the RFQ submission deadline. A total of eight applicants (most were multiple firm teams) submitted their qualifications. From these eight, a short-list of three was prepared. The company listed first is the principal firm of that team. They include:

HDR Engineering, Inc. (Tampa) with Real Estate Research Consultants (Orlando)
ERA (Economics Research Associates – Washington, D.C.) with WilsonMiller (Tampa)
Strategic Planning Group (Jacksonville Beach) with Renaissance Planning Group (Orlando)

The three short-listed applicants gave oral presentations, answered questions, and were evaluated using the following selection criteria: professional background, experience, and qualifications; innovative/state-of-the-art experience; local and/or Florida design experience; availability of the firm; and the completeness of the RFQ response.

All three applicants selected for the oral interviews offered extensive experience in downtown redevelopment, urban design, "main street" market analysis, real estate proforma, parking analysis, and development regulation impacts and alternatives. The top applicant, HDR, scored extremely well in all categories has extensive local and Florida design experience. HDR's Planning section is part of the consultant team that developed the *Economic Development and Redevelopment Plan for Pinellas County*. Besides large projects, HDR has worked with numerous coastal clients similar to Treasure Island to develop such projects as the *St. Pete Beach Vision Plan*, *Redington Shores Urban Design Guidelines*, *Bahama Village Redevelopment Plan* (Key West), *Hercules Waterfront District – The Historic Town Center and the Hercules Waterfront District* (California), *Key Largo Livable CommuniKey's Master Plan*, and the *Downtown Waterfront Redevelopment Plan* (Jacksonville) to name a few.

HDR excels in the field of downtown redevelopment and has extensive experience and qualifications. The Administration is recommending HDR because the firm is recognized for its excellence, has extensive Florida coastal experience, is readily available, and is located in Tampa.

The proposal of all three short-listed firms are available for review in the City Commission Office and includes the staff rankings of the firms. The staff review committee consisted of the City Manager, City Planner, Associate Planner, Parks and Recreation Director and Public Works Director.

RESOLUTION 05-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, AWARDED A CONTRACT TO HDR ENGINEERING, INC., FOR DOWNTOWN REDEVELOPMENT PLANNING SERVICES.

WHEREAS, the City of Treasure Island accepted proposals/statement of qualifications from eight firms, including several multiple firm teams, for downtown redevelopment planning services; and

WHEREAS, the City Commission has reviewed the recommendation of staff to select the firm of HDR Engineering, Inc., for its experience and qualifications both locally and throughout the State and nation in the areas of downtown redevelopment, urban design, "main street" market analysis, real estate proforma, parking analysis, and development regulations impacts.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND DOES RESOLVE:

To award a contract to HDR Engineering, Inc., to provide downtown redevelopment planning services to the City of Treasure Island and authorize the City Manager to negotiate a contract for City Commission approval.

The foregoing Resolution was offered during the Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the day of , 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

YES:

NAYS:

ABSENT OR ABSTAINING:

Mary Maloof, Mayor

ATTEST:

Ralph Stone, City Clerk



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-6
Meeting Date: 11/1/05

SUBJECT:

Single-Family Residential Drainage Issues

RECOMMENDATION:

The Administration recommends that the City Commission direct the Administration to develop Alternative 5 and/or Alternative 6, and consider establishing a moratorium on single-family drainage system compliance for those properties in the building permit/construction process (and providing for their compliance once an alternative is adopted), as recommended by the LPA.

SUMMARY:

On September 14, 2005, the City Commission directed staff to send the issue of single-family drainage retention to the LPA for review and recommendation. Staff prepared a report (attached for the Commission's information) that gave an overview of the situation and provided a list of pros and cons for six alternatives. This report was presented to the LPA on October 20, 2005. Following a review of the alternatives, the LPA voted to recommend that the City Commission consider revising the single-family stormwater retention requirement found in Section 75-172 of the City Code. The LPA specifically recommended that the Commission direct staff to develop either Alternative #5 or #6 as the method for handling single-family stormwater drainage retention. Furthermore, the LPA suggested that the Commission consider enacting a moratorium for those properties "in the pipeline" of the building permit/construction process, providing that these properties come into compliance with any adopted changes to the Section 75-172 of the City Code pertaining to the City's storm drainage provisions. The LPA is suggesting such a moratorium due to the fact that it is likely that it will take a reasonable amount of time for staff to develop one or both of these alternatives and the related City Code changes, and then take any recommended changes through the appropriate review and adoption process.

Reviewed by:

Legal
 Finance
 Personnel
 Public Works
 Community Imp
 Recreation
 Police
 Fire

Submitted by:

Lynn Rosetti, City Planner

Originating Dept:

Community Improvement and
Public Works

User Dept:

Community Improvement and
Public Works

Attachments:

LPA Report – Drainage Issues

Costs:

Total:


Current Fiscal Year: 2005-06

Funding Source:

Capital Improvement
 Operating
 Other

Appropriation Code:

MEMORANDUM

To: Members of the Local Planning Agency
From: Lynn Rosetti, AICP, City Planner 
Date: October 14, 2005
Re: Drainage Issues

BACKGROUND

With the pace of redevelopment occurring, and with the experience of these systems being installed, some Treasure Island residents have requested that the City look at the existing requirements of Section 75-172 and evaluate these requirements with surrounding communities to determine the extent to which other communities require single family homes to provide drainage facilities. Staff conducted a telephone survey of ten (10) Pinellas County municipalities and found that none of the communities contacted required single family residences to provide for drainage. These residents indicated the systems:

- Are unsightly;
- Breed mosquitoes;
- Leave no play room for kids;
- Are hard to maintain; and
- Can be drowning hazards.

The existing land development regulation, Section 75-172 (3), requires that *all single family dwellings and their accessory uses and structures, located on lots which abut Boca Ciega Bay or any waterway or canal connecting thereto, regardless of lot area* comply with the City storm drainage provisions. This means that the first one (1") inch of rainfall is to be retained on site for all single family residential waterfront lots. In-house stormwater retention plan review is initiated when certain changes are proposed to these lots. When an existing house is torn down and a new one is proposed, the applicant is required to prepare drainage plans to retain one (1") inch of stormwater over the entire lot area. If, on the other hand, an applicant adds a room addition to an existing structure, drainage is required for the new impervious area only. With the redevelopment that is going on now, the retention areas are replacing landscaped areas of the residences.

Historically speaking, Section 75-172 was amended in January 2001 as part of a required effort to ensure that the land development regulations were consistent with the recently amended Comprehensive Plan (part of the last Evaluation and Appraisal Report - EAR - process). The consultants who prepared the EAR also prepared the LDR consistency amendments and recommended the specific amendments that now require single-family residential development on the water to retain stormwater at the multifamily/commercial standard. It is possible that those recommended changes were being sought in an effort to further enhance Treasure Island's ability to obtain additional credits for its Community Rating System (CRS). However, review of the CRS credit allowances found that such an effort was only worth five (5) points towards the City's CRS rating. These five (5) points have no negative or positive impact on the City's current rating.

Additionally, in considering any changes to this regulation, a review of the policies of Treasure Island's Comprehensive Plan was necessary because stormwater retention is one of the areas for which level-of-service must be adopted. Thus, it is important to consider whether such change is consistent with the Comprehensive Plan and the adopted level-of-service for stormwater retention. The City Planner has reviewed the policies from the Infrastructure Element of the Comprehensive Plan and finds that Comprehensive Plan does not require that single-family properties meet the same level-of-service standard set for multifamily and commercial development. However, she did find that the Comprehensive Plan requires that the *stormwater discharge rate for a post-developed or redeveloped site shall not exceed, in terms of peak flow and total volume that which would occur from the site under existing conditions for the design storm (Infrastructure Element Policy 4.1.3)*. Staff believes that this policy can be met in an alternative manner than now exists and still meet its intent.

For the Board's information, the single-family design fee for a stormwater retention plan runs between \$1,500 and \$2,000. We were unable to get an estimate for the construction of the average single-family system prior to the writing of the memorandum. We will work to get a reasonable estimate by the time the Board meets.

The City Commission has referred the single-family drainage issue to the LPA for discussion and review. Staff has prepared the following pros and cons for the various alternatives listed below.

ALTERNATIVES

Alternative #1: Leave the regulation alone - do nothing.

Pros

1. The existing regulation allows for increased stormwater retention citywide as individual properties are redeveloped.
2. The City can gain 5 points towards the reduction of its CRS rating in relationship with the NFIP/CRS program which currently affords Treasure Island with a 15% flood insurance discount. This would not, however, affect the current rating.
3. Requirement may help ease stormwater runoff into Boca Ciega Bay and surrounding water bodies which has an overall beneficial environmental effect.
4. Provides some relief to the existing drainage system.
5. Keeps the status quo.

Cons

1. The regulation is applicable only to single-family residential that abuts the water and excludes interior lots, creating an inequitable application of a regulation for one specific land use type.
2. Single-family property owners on the waterfront face the loss of use of their property when swales have to be created.
3. The swales are potentially dangerous to children and others who might fall into them when water is present.
4. May encourage the proliferation of disease carrying mosquitoes.
5. It is doubtful that the environmental benefits are greater than the costs.
6. May deprive homeowners of the reasonable use of their property.
7. Creates poor community aesthetics, is difficult for owners to maintain, and creates difficult code enforcement issues.

Alternative #2: Require all waterfront single-family residential property to comply with this regulation by 2010.

Pros

1. The added requirement that all waterfront properties comply will allow for increased stormwater retention citywide and treats all waterfront properties the same.

2. The City will gain the same 5 points noted in Alternative #1 towards the reduction of its CRS rating in relationship with the NFIP/CRS program which currently affords Treasure Island with a 15% flood insurance discount.
3. Requirement will better ease stormwater runoff into Boca Ciega Bay and surrounding water bodies than Alternative #1 and maximizes the environmental benefits.
4. Maximizes the relief to the existing drainage systems.

Cons

1. The regulation is applicable only to single-family residential that abuts the water and excludes interior lots, creating an inequitable application of a regulation for one specific land use type.
2. Single-family property owners on the waterfront face the loss of use of their property when swales have to be created.
3. The swales are potentially dangerous to children and others who might fall into them when water is present.
4. Would further increase the mosquito population over Alternative #1 above.
5. Places a double cost burden on the residents to remove existing landscaping and then design and build a retention system.
6. It is anticipated that the cost benefit ratio would be less than Alternative #1 above.
7. Creates poor community aesthetics, is difficult for owners to maintain, and creates difficult code enforcement issues.

Alternative #3: Eliminate the regulation for all single-family properties.

Pros

1. Eliminate an inequitable application of a regulation for one specific land use type.
2. Allow single-family homeowners to have more use of their lots for landscaping purposes, personal, and recreational use.
3. Eliminate a potentially dangerous situation relating to standing water could pose a health and safety hazard.
4. Eliminate an extra-ordinary regulation that demands more from Treasure Island single-family waterfront property owners than other similar properties in other communities countywide.
5. Least costly alternative.
6. Allows full usage of yard space by the homeowner.

Cons

1. The existing regulation allows for increased stormwater retention citywide
2. The City may lose 5 points towards the reduction of its CRS rating in relationship with the NFIP/CRS program which currently affords Treasure Island with a 15% flood insurance discount, however, losing the five points would not impact the current discount.
3. Requirement may help ease stormwater runoff into Boca Ciega Bay and surrounding water bodies.
4. For people who have abided by the regulations, it places a cost burden on them to fully enjoy their yards.
5. Would require changing several adopted documents which translates into staff time.

Alternative #4: Require single-family retention for additional impervious area only.

Pros

1. Regulation would be in line with Comprehensive Plan policies relating to the redevelopment of an existing single-family property by only requiring the property owner to address additional impervious land.
2. Regulation would be in line with the Treasure Island Master Drainage Plan policies relating to the redevelopment of an existing single-family property by only requiring the property owner to address additional impervious land.
3. Regulation would only be applied to new impervious surface which would allow for smaller swales, thus eliminating the need for large swales that can hold water which could be a potential health and safety hazard.
4. The City should gain 5 points towards the reduction of its CRS rating in relationship with the NFIP/CRS program which currently affords Treasure Island with a 15% flood insurance discount because the stormwater being retained is that relating to additional impervious surface.
5. Provides some measure of runoff protection.
6. Allows some yard usage for the homeowner.

Cons

1. The regulation is applicable only to single-family residential that abuts the water and excludes interior lots, creating an inequitable application of a regulation for one specific land use type.
2. Not in line with other Pinellas County communities.

3. Smaller swales could still pose a health and safety hazard if they did not drain easily.
4. Has Minimal environmental effect.
4. May create poor community aesthetics, may be difficult for owners to maintain, and may create difficult code enforcement issues.
5. Has the least cost benefit ratio of all alternatives.

Alternative #5: Require all single-family homeowners to pay to a stormwater utility fee based on the average value of a single-family drainage system upon redevelopment of the property.

Pros

1. This option would require all single-family property owners to contribute to the stormwater retention system citywide and would be equitable in its application. This would allow for the build up of funds that could be used to improve drainage systems on an area-wide basis.
2. Consolidating funds would lead to better area wide drainage solutions as opposed to lot by lot.
3. Regulation would be in line with Comprehensive Plan policies relating to the redevelopment of an existing single-family property by only requiring the property owner to address additional impervious land.
4. Regulation would be in line with the Treasure Island Master Drainage Plan policies relating to the redevelopment of an existing single-family property by only requiring the property owner to address additional impervious land.
5. The City should gain 5 points towards the reduction of its CRS rating in relationship with the NFIP/CRS program which currently affords Treasure Island with a 15% flood insurance discount because the stormwater being retained is that relating to additional impervious surface.
5. Allows full usage of yard by homeowner.

Cons

1. Few vacant lots within the city to use for community stormwater retention.
2. Treasure Island is topographically flat making it somewhat difficult to divert water from one place to another.
3. Until area-wide drainage systems are installed, there would be no environmental benefits.

Alternative #6: Allow all single-family homeowners the option of installing a stormwater retention system or paying a stormwater utility fee based on the average value of a single-family drainage system.

Pros

1. This option would require all single-family property owners to contribute to the stormwater retention system citywide, either by installing their own system or contributing their fair share into the system, and would be equitable in its application.
2. Regulation would be in line with Comprehensive Plan policies relating to the redevelopment of an existing single-family property by only requiring the property owner to address additional impervious land.
3. Regulation would be in line with the Treasure Island Master Drainage Plan policies relating to the redevelopment of an existing single-family property by only requiring the property owner to address additional impervious land.
4. The City should gain 5 points towards the reduction of its CRS rating in relationship with the NFIP/CRS program which currently affords Treasure Island with a 15% flood insurance discount because the stormwater being retained is that relating to additional impervious surface.
5. Allows homeowners to choose their method of stormwater management.
6. Could provide cash fund for area-wide drainage systems.
7. Could still provide some immediate environmental benefits.

Cons

1. Few vacant lots within the city to use for community stormwater retention.
2. Treasure Island is topographically flat making it somewhat difficult to divert water from one place to another.
3. For those homeowners opting to have an on-site system, it may create poor community aesthetics, may be difficult for owners to maintain, and may create difficult code enforcement issues.
4. Until area-wide drainage systems are installed, there would be no environmental benefits.

Attachment: Resolution No. 05-76



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III - 17
Workshop Date: 11/1/2005
Meeting Date: 11/15/05

SUBJECT: Ratification of Fire Union Contract

RECOMMENDATION: Place on 11/15/2005 Meeting Agenda and ratify by resolution

SUMMARY:

With the assistance of federal mediator Sue Putman, we reached tentative agreement with the IAFF October 14th on a new three year Agreement. The agreement was ratified by the Treasure Island firefighters 10-2 on October 20.

The Agreement reached provides for a 3% pay increase effective October 1 the same as other employee groups and keeps salary/ benefit costs within the FY 2005-06 Budget. Second and third year pay adjustments are tied to the annual change in the Consumer Price Index.

A step is added to the pay range in the second year of the agreement that will gradually phase in a maximum pay rate for each classification that will be competitive with adjoining small departments.

A number of work practice programs that are common to other local fire fighter departments were agreed to – such as a catastrophic sick leave bank and formal safety committee. These will have no budget impact.

We will make an optional IRS qualified 457 retirement savings plan available to city employees who would prefer it to the present ICMA affiliated plan. This is a Nationwide Plan affiliated with the IAFF. This new plan has lower fees to employees and should promote some healthy competition. The 457 Plans are entirely voluntary employee pre-tax contributions. There are no city funds contributed.

A copy of the proposed Agreement is attached.

Reviewed by: <input type="checkbox"/> Legal <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Community Imp <input type="checkbox"/> Recreation <input type="checkbox"/> Police <input type="checkbox"/> Fire	Originating Dept: PERSONNEL	Costs: Total: Current Fiscal Year:
	User Dept: FIRE	Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
Submitted by: Fred Turner Personnel Director	Attachments: Proposed New Agreement <input type="checkbox"/> None	Appropriation Code:

PROPOSED AGREEMENT
BETWEEN
THE CITY OF TREASURE ISLAND, FLORIDA
AND
THE ST. PETE BEACH PROFESSIONAL FIREFIGHTERS I.A.F.F.
LOCAL 2266
October 1, 2005 through September 30, 2008

Changes from expired (2002-05) agreement are indicated by underline and strikethrough



**ARTICLE I
PREAMBLE**

SECTION 1.

This Agreement is entered into by the City of Treasure Island, Florida hereinafter referred to as the "CITY" and ~~St. Petersburg Association of Firefighters, I.A.F.F. Local 747~~ St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266, a labor organization hereinafter referred to as the "Union" for the purposes of promoting harmonious relations between the City and the employee, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties as outlined in this Agreement.

**ARTICLE 2
RECOGNITION**

SECTION 1.

The City hereby recognizes the St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266 ~~St. Petersburg Association of Fire Fighters, I.A.F.F. Local 747~~ as the exclusive bargaining agent for the purpose of collective bargaining relative to salaries and other conditions of employment. This Labor Agreement is applicable for employees as defined in certificate number 164 issued to the ~~St. Petersburg Association of Fire Fighters I.A.F.F. Local 747~~ St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266, by the Public Employee Labor Relations Commission ~~September 29, 1988~~ October 28, 2003. All other employees, in other ranks, positions and classifications shall be excluded from this bargaining unit.

ARTICLE 3 MANAGEMENT RIGHTS

SECTION 1.

Except as expressly provided for in this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and subcontract existing and future work, to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the City good business judgment makes such curtailment of discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees, to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations covering the exercise of these rights as are expressly and specifically provided in this Agreement.

SECTION 2.

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

SECTION 3.

The above rights of the employer are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity as management of Fire Department of the City of Treasure Island. Any of the rights, powers and authority the City had prior to entering this Collective Bargaining Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to grievance procedure.

SECTION 4.

The parties acknowledge 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 not removed by law from area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each agrees that the other shall not be obligated unless mutually agreeable, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SECTION 5.

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

SECTION 6.

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

ARTICLE 4 PROHIBITION OF STRIKES

SECTION 1.

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union. The Union supports the City fully in maintaining normal operations.

SECTION 2.

"STRIKE" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or part of any group of employees from the full and faithful performance of their duties of employment with the City of Treasure Island, the employer, for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the service

of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

SECTION 3.

Any employee who participates in or promotes a strike work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work shall be disciplined or discharged by the City in accordance with City personnel rules. The Union and its members recognize and agree that Section 447.505 of the Florida Public Employee's Collective Bargaining Statute prohibits them individually or collectively as public employees or the Union from participating in a strike against the City of Treasure Island by instigating or supporting in any manner a strike.

SECTION 4.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis for the health and welfare of the citizens and that any violation of this section could give use to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the City shall be entitled to seek and obtain immediate injunctive relief.

ARTICLE 5 NON-DISCRIMINATION

SECTION 1.

The City of Treasure Island and the Union will not discriminate against any employee covered by this Agreement because of membership or non-membership in the ~~St. Petersburg Association of Fire Fighters I.A.F.F. Local 747~~ St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266.

ARTICLE 6
DUES DEDUCTION

SECTION 1.

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying union dues only. No authorization shall be allowed for payment of initiation fees, assessments or fines.

SECTION 2.

There will be a \$1.25 deduction service fee annually for each member of the union using the service to cover the administrative costs involved in deductions.

SECTION 3.

The Union will initially notify the City as to the amount of dues. Such notification will be certified to the City in writing over the signature of an authorized officer of the union. Changes in union membership dues will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

SECTION 4.

Dues shall be deducted monthly and the funds deducted shall be remitted to the Treasurer of the Union within thirty (30) days. The Union will indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action taken or not taken by the City in compliance with this article.

SECTION 5.

The payroll deduction shall be revocable by the employee notifying the City in writing on a prescribed form. The Union shall be notified of any revocation.

SECTION 6.

For the purpose of putting this article into effect, the City will furnish the Treasurer of the Union with forms for such individual authorization reading as follows:

AUTHORIZATION FOR DEDUCTION OF IAFF DUES

I hereby authorize the City of Treasure Island to deduct from wages each month the current monthly IAFF dues and to transmit this amount to the Treasurer of the Union, less the deduction service fee of \$1.25 annually. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Date

Signed

Payroll Number

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF IAFF DUES

I hereby instruct the City of Treasure Island to stop deducting from my wages each month the current normal monthly dues for the Union.

Date

Signed

Payroll no.

**ARTICLE 7
UNION REPRESENTATION**

SECTION 1.

Neither party, in negotiations, shall have any control over the selection of the negotiation or bargaining representative of the other party. The Bargaining Committee of the Union shall consist of not more than three (3) representatives. The Union will furnish the City with a written list of the Union's Bargaining Committee, prior to the first bargaining meeting.

SECTION 2.

Copies of special orders, general orders or training bulletins affecting union members shall be made available to the Union upon request at the "Normal" cost of copying charged to the public or the Union can make copies at its own expense.

SECTION 3.

A. Solicitations of any and all kinds by the Union, including solicitations of memberships and the collection of union monies, shall not be engaged in at the Fire Station

B. Solicitations for recognized charitable organizations may be conducted during duty hours with prior written approval of the Fire Chief.

SECTION 4.

All collective bargaining between the City of Treasure Island and the Union shall be done at mutually agreed times and dates, and only one union bargaining team member will receive pay, if on duty, for collective bargaining sessions as long as it does not affect the proper operation of the Fire Department.

ARTICLE 8 UNION BUSINESS

Section 1.

A union member, maximum of one (1) per shift, shall be granted time off, with pay and no loss of benefits to attend conventions and seminars of the ~~St. Petersburg Association of Fire Fighters, I.A.F.F., Local 747~~ St. Pete Beach Professional Firefighters, I.A.F.F. Local 2266. Attendance shall be permitted only if the shift is covered through the use of "swap/trade" or union pool time. There shall be no cost to the City for this replacement coverage.

Section 2. Union Pool Time (New Section)

Union members shall contribute six (6) hours annually of vacation leave towards a pool of time which may be drawn upon at the discretion of the union. Donations of vacation time to this pool must be in increments of six (6) hours and processed in writing upon union forms. The union will notify the Chief, or his designee, as to the disbursement of union pool time.

ARTICLE 9 BULLETIN BOARD

SECTION 1.

The presently existing bulletin board authorized for Union use may be used for posting notices, but restricted to:

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

SECTION 2.

All notices posted shall be signed by a member of the Union Executive Board. The Union Executive Board shall be responsible for all Union related material posted.

SECTION 3.

Duplicate copies of all notices posted shall be submitted to the Fire Chief for his file. Any material found on the Union bulletin board must be on file with the Fire Chief and signed by a member of the Union Executive Board, or it shall be removed by any Fire Department officer not covered by this Agreement.

SECTION 4.

All costs incidental to preparing the posting of Union materials will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly condition.

ARTICLE 10 GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious working relations between the parties of the Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement.

A grievance shall be defined as an alleged violation of a specific provision of this Agreement. A working day in this section will be defined as a normal 8 hour working day for management.

Grievances shall be processed in accordance with the following procedure.

STEP 1 - The aggrieved employee shall discuss the grievance with his immediate supervisor within five (5) working days of the occurrence which gave rise to the grievance. An Association grievance representative may be present to represent the employee, if the employee desires him present. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within five (5) working days.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step II of the grievance procedure within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employee(s), and the Association representative on their behalf if the employee(s) so desires his assistance. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

STEP II - If the grievance has not been satisfactorily resolved the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Chief within five (5) working days from the time the immediate officer's response was due in Step 1.

The Chief shall meet with the employee(s) and the Association representative if the employee wishes him present within five (5) working days. The Chief shall respond in writing within five (5) working days from the date of the meeting.

STEP III - If the grievance has not been satisfactorily resolved in Step II, the employee or the Association if the employee wishes its assistance, may present a written appeal to the City Manager within five (5) working days from the receipt of the Chief's written response. The City Manager shall meet with the employee(s) and the Association representative if the employee wishes him present within five (5) working days. The City Manager shall respond in writing within five (5) working days from the date of the meeting.

Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned. Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure.

Arbitration- Any grievance not resolved in the grievance procedure may be referred to arbitration within ten (10) calendar days from the date when the City Manager's response is due in Step III. If the parties fail to mutually agree upon an arbitrator within five (5) calendar days

after the date of receipt of the arbitration request, a list of five (5) qualified neutrals shall be requested from the federal mediation and conciliation service by the Personnel Director. 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 first.

The arbitration shall be conducted under the rules set forth in this Agreement, not under the rules of the American Arbitration Association.

The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this article, or which is not specifically covered by this Agreement.

The arbitrator shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be binding in accordance with Florida Statutes 447.401.

It is contemplated that the City and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance presented in Step II of the grievance procedure.

Each party shall bear the expense of its own witness and its own representatives. The parties shall bear equally the expense of the arbitrator. Any party requesting a copy of the transcripts of such arbitration hearing shall bear the cost of the same.

The arbitrator shall be requested to render his decision as soon as possible, but in any event, not later than thirty (30) calendar days after the hearing. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals for more than five (5) calendar days prior to the date when such grievance shall have been submitted in writing. The hearing on the grievance shall be informal and the rules of evidence shall not apply.

ARTICLE 11
PERSONNEL REDUCTION

In the case of a personnel reduction the employee with the least seniority in the Treasure Island Fire Department shall be laid off first, except that no employee receiving a "fully satisfactory" evaluation for a period of two (2) years prior shall be laid off ahead of an employee receiving less than a "fully satisfactory" rating during the same period of time. In the event the amount of time in classification is equal and the evaluations are equal, the order in which the employees are laid off or recalled will be at the discretion of the Fire Chief. No new employees shall be hired until such time as all employees laid off within the preceding twelve (12) months have been given the opportunity to return to work, if such employee is physically qualified subject to the City doctor's physical examination and the requirements of the state minimum standards for firefighters to perform Fire Department work at the time of recall.

ARTICLE 12
LEAVE PROVISIONS

SECTION 1. VACATION LEAVE:

A. Computation of Vacation Leave:

Annual vacation leave shall accrue at the following rates:

COMPLETED YEARS OF SERVICE	RATE OF VACATION ACCRUED
Start through 4 years	10 <u>12</u> hours per month
5 through 9 years	14 <u>16</u> hours per month
10 through 14 years	18 hours per month
15 through 19 years	20 hours per month
20 years	21 hours per month
21 years	22 hours per month
22 years	23 hours per month
23 years	23 hours per month
24 years and over	24 hours per month

Upon separation from service for any reason, the employee shall be paid for accrued unused vacation to the effective date of the termination except that probationary employees shall forfeit all accrued unused vacation if termination occurs prior to satisfactory completion of the one (1) year probationary period.

B. Accumulation and Use of Vacation Leave:

Vacation may be taken when it is earned except that employees who are on probationary status shall not be permitted to take vacation until satisfactory completion of the probationary period.

Earned vacation shall be taken during the calendar year or be forfeited. However, 120 hours may be carried into the next calendar year with the approval of the Chief. Additional hours may be carried into the next calendar year for good cause with the prior written approval of the City Manager

C. Restrictions:

Vacation leave shall not be earned by an employee during leaves of absence without pay, suspension, or when the employee is otherwise on a non-pay status and deductions of vacation leave credit shall be based on one day for each day lost.

D. Schedules for Vacations:

The Fire Chief shall make provisions annually for earned vacation of employees and shall provide appropriate individual dates of vacation with due consideration to seniority, wishes of the employees and needs of the service. The Chief's determination of the schedule shall be final.

SECTION 2. Holidays

A. The following holidays shall be observed:

New Years Day
Dr. Martin Luther King Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
Employee's Birthday

B. Holiday pay of 12 additional hours at straight time, shall be paid to all employees for each of the above enumerated holidays.

C. An employee must be on active pay status the day the holiday is observed in order to receive the holiday pay.

D. If additional holidays are declared by the proper City authorities, and are applicable to other non-union City employees, employees covered by the Agreement shall receive an additional 12 hours pay for each such additional holiday at straight time.

SECTION 3 Sick Leave:

A. Eligibility:

All employees shall be entitled to earn sick leave.

B. Definition:

Sick leave shall be granted for the following:

- (1) Absence due to illness or injury of employee.
- (2) Personal medical, dental and optical appointments.
- (3) Absence due to illness or injury of spouse or dependent members of the household which necessitates the employee's personal attention. Upon request of the Chief, the employee may be required to furnish a physician's statement indicating the spouse's or dependent's need of direct personal care.

C. Computation:

- (1) Sick leave shall be accumulated at the rate of ~~11.2~~ 12 hours per month.
- (2) Sick leave shall not be charged when the employee is out on Workers' Compensation as set forth in Section 6.
- (3) Accumulated vacation shall be used as sick leave when all sick leave credits have been exhausted.
- (4) (a) Employees who are eligible to accrue sick leave may accumulate ~~up to the equivalent of six month's unlimited~~ sick time. ~~In the event of serious disability, this is income protection for the six month period before the long term disability policy may begin providing a benefit. Employees will be paid each year at a rate of 40% for accumulated sick leave in excess of 1,456 hours. Unused excess accumulated sick leave hours as of each September 30 are removed from the employee's accrual balance and multiplied by .4 (40%). The resultant hours are then paid to the employee not later than October 31. Employees separating for reasons other than discharge or who quit without proper notice, and who have excess accumulated sick leave (as determined above) shall be paid in accord with the above at separation.~~

(b) Employees who retire from the service of the city at age 55 or older with ten or more years of service (or twenty-five years of service regardless of age) will be paid a percentage of their accrued sick leave according to their length of continuous service as follows: 25% of accrued

sick hours for 10 years of service and an additional 2.5% for each additional year of service up to 20.

Years of Service	Percentage of accrued sick leave paid at retirement
10	25%
11	27.5%
12	30%
13	32.5%
14	35%
15	37.5%
16	40%
17	42.5%
18	45%
19	47.5%
20 or more	50%

D. Sick Leave Requests and Requirements:

- (1) Records of sick leave earned and used shall be kept by the City.
- (2) The Employee shall have the responsibility of notifying the Chief or his designee promptly of any illness requiring employee's absence at least thirty (30) minutes prior to his scheduled shift from which he will be absent. Failure to notify the Chief or his designee of the absence shall forfeit any claim for sick pay.
- (3) Absence for three (3) consecutive shifts without proper notification to the Chief or his designee shall be considered absence without leave and be sufficient cause for dismissal.
- (4) Employees absent for more than one (1) shift may be required to submit medical evidence of reason for absence, upon request by the Chief.
- (5) It is understood that excessive absenteeism constitutes just cause for discipline, up to and including discharge.
- (6) Medical, dental and optical appointments shall be charged on an hour for hour basis as needed by the employee. No sick leave shall be charged, however, for medical examination or treatment required by the City.

E. Catastrophic Illness Leave

1. There shall be a catastrophic sick leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick and vacation leave as follows:
2. The parties will jointly administer the CSLB according to the following guidelines:
 - (a). Participation shall be established by members contributing twenty-four (24) 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 12(B).
 - (b). Participants must have been continuously employed as a member one (1) year and have at least ninety-six (96) 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 Director and the Union.
 - (c). The City will transfer the contributions to the CSLB.
 - (d) Days contributed become property of the CSLB and cannot be refunded.
3. A committee of three (3) members of the bargaining unit appointed by the elected officials of Local 2266, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the committee which shall have final authority.
4. Participants may withdraw from the bank according to the following procedures:
 - (a). The participant be certified to be suffering from a personal debilitating illness or injury has used all personal paid sick leave and fifty-six (56) hours of accumulated vacation leave.
 - (b) Maximum withdrawal(s) for any one (1) illness, injury, or complications arising thereof, shall be three hundred, thirty-six (336) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of fifty-six (56) hours. Consecutive applications must comply with the provisions of (a) above.
 - (c) Allocations shall be determined by the committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.

(d) Days used from the bank may not result in double compensation when combined with other benefits such as workers compensation.

(e) The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.

(f) 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.

5. 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 G.3(a) in order to become members of the CSLB.

SECTION 4. Funeral Leave:

- A. Employees covered by this Agreement may be granted, upon approval of the Fire Chief, time off with pay not to exceed 33.6 hours (48 hours if the funeral is out of state) in the event of a death in his immediate family.
- B. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, paternal and maternal grandparents, brothers-in-law, sisters-in-law, stepchild, stepfather, stepmother, stepbrother and stepsister.
- C. Funeral leave shall not be charged to vacation or sick leave.
- D. Should an employee require additional time other than provided in Section 1 of this article, he may request the additional time from the Fire Chief. Upon approval by the Chief, any additional time will be charged to vacation if the employee has hours accrued that can be charged.
- E. The employee shall provide the Chief with proof of death in the family as defined before compensation is approved, if requested.

SECTION 5. Military Leave:

- A. Employees who are members of the Florida National Guard, or members of other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their duties with pay in compliance with Florida Statute Chapter 115.07.

- B. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

SECTION 6. Workers' Compensation:

All municipal employees are covered by workers' compensation laws and shall be entitled to all benefits awarded under such laws. Injuries that occur while on duty or performing services directed by superiors shall be reported immediately through the Department Head to the Personnel Director.

Injured employees who require immediate treatment shall be treated by the City's paramedics if said paramedics are available and respond. If further treatment is required, the employee shall be transported to the emergency room.

- A. Employees failing to report injuries received to their Chief within twelve (12) hours from occurrence of such injury shall be excluded from supplemental benefits other than those covered by workers' compensation laws.
- B. Injuries requiring absence of more than one shift shall require a physician's approval to return to work.
- C. Any injuries due to the employee's own misconduct or willful negligence shall disqualify said employee from supplemental benefits.
- D. Supplemental Benefits:
Employees receiving job related injuries and resulting disabilities and having been awarded salary compensation benefits under workers' compensation laws shall receive supplemental benefits, for a maximum period of One-hundred-eighty (180) calendar days, equaling the difference between the workers' compensation maximum benefit and the employee's regular rate of pay.

The supplemental benefit may be extended by the City Manager following review of the employee's medical record and prognosis of the workers compensation physicians. The City Manager's decision shall be final and shall not be subject to the grievance procedure.

SECTION 7. Voting:

All employees are allowed reasonable time away from their jobs in which to exercise their right to vote in both local and national elections.

SECTION 8: Family and Medical Leave:

The City shall comply with the Family and Medical Leave Act of 1993. Any employee taking leave under said Act shall be required to exhaust all accrued vacation leave and sick leave before going on unpaid status. Any question of whether the City complies with such Act shall be resolved by the provisions of such Act and not through Article 10 Grievance Procedure.

ARTICLE 13

JURY DUTY

SECTION 1.

In the event an employee is subpoenaed or summoned for Jury Duty he shall receive full pay, such pay being the difference between jury pay and regular pay, for the normal work hours required to perform such duty. Any travel pay will not be used in computation of the difference between jury pay and regular pay. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to report to work when excused or released by the court.

SECTION 2.

If an employee is called for jury duty he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

SECTION 3.

The Employee shall provide the Fire Chief with proof of jury service before compensation is approved.

ARTICLE 14
WORK PERIOD AND OVERTIME

SECTION 1.

The work period shall consist of seven (7) days.

SECTION 2.

All hours actually worked in excess of fifty-three (53) hours in a seven (7) day period, shall be compensated at the rate of time and one-half. Paid absences shall not be counted in the computation of overtime.

SECTION 3.

The current 24 hours on duty and 48 hours off duty shall be continued for the duration of this Agreement.

ARTICLE 15
RESIDENCY REQUIREMENTS

The City shall not require employees to live within the corporate limits of the City of Treasure Island as a condition of employment. All employees shall be held responsible for prompt attendance, in accordance with prevailing rules and regulations.

ARTICLE 16
ACTING OFFICER

Whenever a firefighter is required to serve as an Acting Officer, he will receive 65 cents of extra pay for each full hour worked. All acting assignments shall be offered on the basis of qualifications for such assignment to employees on the current Lieutenant promotion list at the sole discretion of the Fire Chief.

ARTICLE 17 INSURANCE

All full-time employees covered by this Agreement shall be eligible for the same group Medical, Dental, Long-Term Disability, and Life Insurance policies as provided by the City to other classified city employees. Employees may elect to cover eligible dependents for medical and/or life dental insurance on the same terms as other classified city employees. ~~by the employee paying the premium for such coverage.~~

ARTICLE 18 EDUCATIONAL INCENTIVE

The City Manager may, if funds are budgeted and available, authorize reimbursement for tuition and bonuses for courses or seminars that are to be taken by employees.

Restrictions on this policy are:

- A. The course or curriculum should be related to the employee's job or be contributory to the long-range value of the employee to the City.
- B. A one time bonus will be paid upon successful completion of a course that is being taken by any individual employee. The sum of \$20 per credit hour will be paid to an employee who achieves an "A" in the course, the sum of \$15 per credit hour will be paid an employee who receives a "B" for the course, the sum of \$10 per credit hour will be paid an employee who receives a "C" for the course. Those failing will receive nothing.
- C. No more than a \$300.00 annual pay raise for an A.A. (Associate Arts) Degree.
- D. No more than a \$600.00 annual pay raise for a B.A. or B.S. (Bachelor of Arts or Science) Degree.

- E. No more than a \$1000.00 annual pay raise for a M.A. or M.S. (Master of Arts or Science) Degree.
- F. There will be no duplicate payments for the same course. If the course is reimbursable through some other source, then the provisions of the City's education tuition refund and bonus plan do not apply.

Requirements to obtain these benefits are:

- A. Full time employee at least one year.
- B. Educational training at the post high school and adult education level.
- C. Only one course per quarter or semester (or equivalent period of time) unless permission is obtained from Personnel Director.
- D. Application for tuition reimbursement and bonus must be filed prior to taking the course to insure participation by the City.
- E. A successful completion of the course or curriculum with a grade of "Satisfactory" or at least a grade of "C" and a copy of the final grade, certification or degree presented to the Personnel Department.

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

ARTICLE 19 INDEMNIFICATION

The City shall come in and defend all suits against employees covered by this Agreement and to protect said members for liability incurred, as long as they are acting within the scope of their employment in the absence of gross negligence.

ARTICLE 20 ~~SAFETY EQUIPMENT & CLOTHING~~

~~The City agrees to furnish uniform and safety equipment as determined by the Fire Chief. The City will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, the City will receive and consider written recommendations with respect to unsafe conditions or~~

~~other safety ideas from any employee or the Union. Within fifteen (15) days of receipt, the Fire Chief shall give a written reply to the employee or the Union regarding the disposition of the recommendation.~~

ARTICLE 20 **SAFETY**

Section 1 Safety Committee.

A joint Safety Committee consisting of three (3) representatives from the Treasure Island Firefighters and designees from the Fire Chief. The committee will make recommendations to the Fire Chief on both health and safety issues. The committee will meet as often as needed to discuss issues for recommendation on how to maintain a safe and healthy work environment.

Section 2 Recommendations.

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

Section 3 Equipment and Devices.

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

Section 4 Return of Uniforms and Equipment.

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

Section 5 Reporting.

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

Section 6 Inoculation

The City agrees to pay the reasonable expenses for inoculation or immunization shots for employees and the employee's immediate family residing in the employee's household when such becomes necessary as a result of the employee's exposure to a contagious disease while in the line of duty with the Treasure Island Fire Department. The employee shall make all reasonable efforts to have this service performed at no cost by the county health department or other agency.

ARTICLE 21
PHYSICAL EXAMINATIONS

- A. Employees covered by this Labor Agreement shall be required to undergo an annual employer physical examination as scheduled by the Fire Department each October. Said physical shall not include drug testing.
- B. The employer shall determine the extent of the examination and bear the cost of such examination. The results of these physicals shall be sent to each employee upon completion of the physical. Physicals for current employees shall be the same as is required of new employees.
- C. It shall be the duty of the employee concerned to take remedial measures or any treatment recommended by the examining physician. Problems arising in connection with remedial measures shall be resolved by the Fire Chief.
- D. If an employee after being scheduled for his physical examination, fails to keep his appointment, he may be subject to disciplinary action.

ARTICLE 22 SUBSTANCE TESTING

In the interest of safety, the City of Treasure Island requires, as a condition of continued employment, that employees refrain from substance abuse both on and off the job.

What Is Substance Abuse?

Substance abuse includes, but is not limited to, the consumption by any means of any legal or illegal substance that alters an individual's normal behavior and results in intoxication and/or renders the employee incapable of safe/efficient job performance. Abuse shall also be considered selling, trading, giving away, possession of and/or offering for sale illegal or prescription drugs, to include alcohol, on City property, while operating a City vehicle on or off City property or operating a personal vehicle while on City business or any of the above at a designated work site.

The substance abuse testing program includes the following:

1. Pre-employment;
2. Reasonable suspicion of substance abuse;
3. Following on-the-job accidents resulting in personal injury or significant property damage; *Note: employees may not use alcohol for eight (8) hours following an accident if a post-accident alcohol test is conducted, whichever comes first.*
4. Fitness for duty medical examinations;
5. Employees participating in a substance abuse rehabilitation program (subject to quarterly testing for a period of two years after program completion);
6. Random testing

The testing performed will analyze a breath, urine or blood specimen for the presence of any of the following substances or a metabolite of the substance:

- 1 Alcohol - Ethyl alcohol as a beverage or as part of a medication;
2. Marijuana - Cannabinoids, THC;
3. Cocaine;
4. Methadone - Dolophine, Methadose;
5. Barbituates - Nembutal, Tuinal, Seconal, etc.;
6. Amphetamines - Desoxyn, Biphedamine, Dexedrine, etc.;
7. Methaqualone - Quaaludes;

- 8. Opiates - Codeine, Percodan, Paregoric, Morphine, etc.;
- 9. Propoxyphene - Darvon, Dolene, etc.;
- 10. Phencyclidine - (PCP);
- 11. Benzodiazepines - Librium, Valium, Xanax, Serax, Halcyon, etc.

Testing may also include designer drugs or other abused substances as added by federal or Florida Statutes.

Levels of detection for a positive drug result for screening and confirmatory tests will be those established by the United States Department of Health and Human Services for the *Federal Guidelines on Drug Testing*. These test levels, subject to change as advances in technology or other considerations may permit, are currently:

Drug Class	Initial Test Level (Ng/MI)	GC/MS Confirmatory Test Level (Ng/MI)
Amphetamines	1,000	500
Barbiturates	300	200
Benzodiazepans	300	200
Cocaine Metabolites	300	150
Marijuana Metabolites	50	15
Methadone	300	200
Methaqualone	300	200
Opiate Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	100

Alcohol testing will be conducted using evidential breath-testing devices approved by the National Highway Transportation Safety Administration. Two breath tests are required to determine if an employee has a prohibited alcohol concentration. A screening test is conducted first. A confirmation test must be conducted if the screening test detects any alcohol. A confirmed result indicating a blood alcohol concentration of .02 or greater will be considered a positive test.

A list of the most common drugs or medications by brand name, common name, as well as chemical name, which may alter or affect a drug test is available to all job applicants and employees at the time of testing.

A form will be provided for employees or job applicants to voluntarily and confidentially report to a Medical Review Officer the use of prescription or non-prescription medications both before

and after being tested. Providing this information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any confirmed positive test result. Positive drug reports will be verified as NOT resulting from use of legal prescriptions. Specific confirmation testing will be performed for all positive test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s). Within five working days after receipt of a confirmed positive test result from the Medical Review Officer, the employer shall inform the employee or job applicant in writing of such confirmed positive test results, the consequences of such results, and the options to the employee or job applicant.

The employer is responsible for testing costs, except for test costs that are involved with an employee or job applicant who challenges the initial test results.

Reasonable Suspicion Testing

Any employee reporting to work who demonstrates impaired conduct considered unsafe for the performance of his/her job duties or if an employee becomes similarly impaired on the job, will be observed and/or interviewed by a supervisor to determine the cause of the irregular behavior.

If the supervisor concludes that the irregular behavior is unsafe, the employee will not be allowed to continue working and shall be transported to a medical facility for drug testing. Alcohol testing will normally be performed by qualified personnel from the Treasure Island Police Department. The employee will not be allowed to drive any City vehicle.

Reasonable suspicion testing shall also be conducted when there is:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol; odor of alcohol on the breath.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
3. A report of drug use, provided by a reliable and credible source; A report of alcohol use within a time period prior to reporting for duty that would cause one to reasonably expect that alcohol would be detected by intoxilyzer testing.
4. Evidence that an individual has tampered with a drug test during his employment;

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, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery or equipment.

Supervisors will document their observations and conduct an employee interview. Final disposition of the incident will be documented with the signatures of the supervisors/department heads, and dated.

A copy of the Confidential Supervisor's Incident Report will be provided for the employee with the employee's signature of receipt.

This Confidential Supervisor's Incident Report will be retained by the employer for a period of at least one year.

Random Testing

All employees are subject to random testing for substance abuse at any time during working hours.

The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with an identifying number. Under the selection process used, each employee shall have an equal chance of being tested each time selections are made. There is no limit to the number of times any employee may be tested. The minimum annual percentage rate for random controlled substances testing shall be 50 percent of the average number of employees.

Consequences of Positive Test or Test Refusal

Refusal or failure to submit to testing, or a confirmed positive test result following an on the job accident or injury, shall disqualify an employee from workers' compensation benefits.

Confirmed positive test results shall eliminate applicants from employment consideration.

Failure to participate in random, reasonable suspicion, pre-employment, fitness for duty or other City designated drug or alcohol testing shall result in termination of employment.

Any employee with a confirmed positive test result shall be terminated from employment.

Refusal or failure to submit to testing following an on-the-job accident shall result in termination of employment.

In the event that an employee informs the employer in writing of employee's abuse of alcohol/drugs prior to reporting for duty and prior to being notified to report for testing, no disciplinary action shall be taken against the employee ; provided, the employee signs a rehabilitation agreement and enrolls in an approved rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may request leave of absence, without pay. No employee will be granted more than one such rehabilitation opportunity.

Other Grounds for Termination

An employee bringing onto the City's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine (at levels exceeding or equal to established cut off levels, or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time is guilty of misconduct and shall be discharged.

Challenging Test Results

An employee may challenge a confirmed positive test result by submitting an explanation, in writing, to the Personnel Department concerning personal circumstances that might have affected the results and explaining why the result does not constitute a violation of the employer's policy. This challenge must be submitted within five working days following the employee notification of a confirmed positive test result. The donor of a tested specimen will be responsible for providing all necessary documentation, (i.e., a doctor's report), signed prescription or current prescription container with relevant information and other related supporting documents.

The employer will, within fifteen days of receipt of the employee's written explanation or challenge of confirmed positive test results, provide a written explanation to the employee as to

why the employee's explanation is unsatisfactory, along with a copy of the confirmed positive test results. All such documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.

Any employee or job applicant who receives a confirmed positive test result may contest or explain the results to the employer's Medical Review Officer within five working days after receiving written notification of the confirmed positive test result. If an employee or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer will report a positive test result back to the employer.

The employee or job applicant desiring to challenge a confirmed positive drug test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee or job applicant's specimen for re-testing. The employee may have a portion of their original specimen re-tested during a period of 180 days following written notice of a positive test result. When an employee challenges the result of a confirmed positive test it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is settled.

Concerning denials of workers' compensation benefits due to a positive test result, an employee may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims. Other challenges of a confirmed positive test result, not involving work place injuries, must be filed in a court of competent jurisdiction.

Employees or job applicants may consult with the Medical Review Officer for technical information regarding prescription or non-prescription medications that may affect test results.

Job applicants or employees whose drug test results are confirmed positive shall not, by virtue of the result alone, be defined as having a "handicap."

Getting Help

The Personnel Department maintains a current list of rehabilitation and treatment programs/facilities for employee reference.

Confidentiality of Information

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for conditions described in Florida Statutes.

Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested.

Governmental Compliance

This Drug Free Work Place Policy satisfies requirements under F.S. 440.102 and administrative rules 38F-9.014 of the Department of Labor and Employment Security, Division of Workers' Compensation.

Further Understanding of the Parties

1. This Substance Abuse Article 22 in the Agreement between the City of Treasure Island and I.A.F.F. Local ~~747~~ 2266 is the same as the City's substance abuse policy which will be applied equally to all employees, including City Manager, department heads, supervisors, confidential employees, and employees in all bargaining units.
2. Reference in this Article to "off the job" substance abuse refers to drugs but not to alcohol. Off the job abuse of alcohol is only a concern to the City if and when it has a direct effect on the job as well.
3. The City will provide an Employee Assistance Program for substance abuse for use by employees on a confidential basis.
4. To the extent that it is possible, at least two supervisors will concur on "reasonable suspicion" decisions to test for substance abuse.
5. The City intends to randomly test CDL operators at a rate that will test at least 50% of this group as provided by DOT regulations. The City intends to randomly test all other employees at a rate of 50%.
6. The parties may, in concert, make any changes to this Article 22, *Substance Abuse*, that the parties mutually agree to in writing.

**ARTICLE 23
PAY PLAN**

Section 1

(A.) Hourly rates of pay will be increased 3% on October 1, 2005. The following hourly rates shall be effective October 1, 2005:

	<u>A</u> <u>START</u>	<u>B</u> <u>1 YR.</u>	<u>C</u> <u>2 YRS.</u>	<u>D</u> <u>3 YRS.</u>	<u>E</u> <u>4 YRS.</u>	<u>F</u> <u>5 YRS.</u>	<u>G</u> <u>6 YRS</u>
<u>Firefighter/EMT</u>	<u>\$32,633</u> <u>\$11.21</u>	<u>\$35,003</u> <u>\$12.02</u>	<u>\$37,342</u> <u>\$12.82</u>	<u>\$39,682</u> <u>\$13.63</u>	<u>\$41,961</u> <u>\$14.41</u>	<u>\$44,690</u> <u>\$15.35</u>	<u>\$44,690</u> <u>\$15.35</u>
<u>Firefighter/Paramedic</u>	<u>\$36,412</u> <u>\$12.50</u>	<u>\$38,662</u> <u>\$13.28</u>	<u>\$41,061</u> <u>\$14.10</u>	<u>\$43,641</u> <u>\$14.99</u>	<u>\$46,190</u> <u>\$15.86</u>	<u>\$48,860</u> <u>\$16.78</u>	<u>\$51,289</u> <u>\$17.61</u>
<u>Lieutenant/EMT</u>	<u>\$43,401</u> <u>\$14.90</u>	<u>\$45,020</u> <u>\$15.46</u>	<u>\$46,760</u> <u>\$16.06</u>	<u>\$48,350</u> <u>\$16.60</u>	<u>\$50,029</u> <u>\$17.18</u>	<u>\$51,649</u> <u>\$17.74</u>	<u>\$54,228</u> <u>\$18.62</u>
<u>Lieutenant/Paramedic</u>	<u>\$46,250</u> <u>\$15.88</u>	<u>\$47,930</u> <u>\$16.46</u>	<u>\$49,519</u> <u>\$17.01</u>	<u>\$51,229</u> <u>\$17.59</u>	<u>\$52,729</u> <u>\$18.11</u>	<u>\$54,408</u> <u>\$18.68</u>	<u>\$57,108</u> <u>\$19.61</u>

Annual salary equivalent (2912 hours) listed for illustrative purposes

(B.) Effective October 1, 2006, each employee's rate of pay will be increased by the higher of 3% or the annual percent change published for April 2006 to the Consumer Price Index (Urban Wage Earners and Clerical Workers, all items, Not Seasonally Adjusted, US City Average--Series Id: CWUR0000SAO).

The Pay Plan Minimum and Maximum rates will likewise be increased by the higher of 3% or the annual percent change published for April 2006 to the above-referenced Consumer Price Index

If the 3% increase on October 1, 2006 results in a maximum pay rate in any classification that is less than the median maximum hourly rate (less employee pension contributions) of the following departments: Madeira Beach and St. Pete Beach that are in effect and being paid on October 1, 2006, then the hourly rate of employees in the maximum step will be increased to equal the median.

Also effective October 1, 2006, a step "H" for 7 years will be added to each classification. Step "H" will be established at five (5) percent higher than the Step "G" then in effect after the above stated increases.

(C.) Effective October 1, 2007, each employee's rate of pay will be increased by the higher of 3% or the annual percent change published for April 2007 to the Consumer Price Index (Urban Wage Earners and Clerical Workers, all items, Not Seasonally Adjusted, US City Average-- Series Id: CWUR0000SAO).

The Pay Plan Minimum and Maximum rates will likewise be increased by the higher of 3% or the annual percent change published for April 2007 to the above-referenced Consumer Price Index

If the 3% increase on October 1, 2007 results in a maximum pay rate in any classification that is less than the median maximum hourly rate (less employee pension contributions) of the following departments: Madeira Beach and St. Pete Beach that are in effect and being paid on October 1, 2006, then the hourly rate of employees in the maximum step will be increased to equal the median.

SECTION 2:

Firefighter/EMTs who are promoted to Lieutenant/EMT shall receive an increase of three (3) per cent above their current rate or the entrance step of the classification to which promoted, whichever is greater. If the three per cent is applied and falls somewhere between steps, the higher step shall be used for placement in the pay range for that classification.

Firefighter/Paramedics who are promoted to Lieutenant/Paramedic shall receive an increase of three (3) per cent above their current rate or the entrance step of the classification to which promoted, whichever is greater. If the three per cent is applied and falls somewhere between steps, the higher step shall be used for placement in the pay range for that classification.

SECTION 3:

Employees who obtain and maintain the following state certifications, will be paid a monthly incentive bonus as follows:

Fire Officer I or above: \$25.00 per month

Fire Inspector I or above: \$25.00 per month

Fire Investigator I or above: \$25.00 per month

ARTICLE 24

MAINTENANCE OF CONDITIONS

SECTION 1.

Written rules, regulations, policies, procedures, rights, privileges and working conditions of the Fire Department in effect prior to the effective date of this Agreement shall remain in full force and effect unless changed, modified or deleted by the City or unless they are in conflict with any articles or sections of this Agreement.

SECTION 2.

This Agreement shall take precedent over all written rules, regulations, policies or procedures in direct conflict with this Agreement.

**ARTICLE 25
SAVINGS CLAUSE**

SECTION 1.

If an article or section of this Agreement should be found invalid, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court or competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2.

In the event of invalidation of any article or section both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular article or section invalidated.

ARTICLE 26

RETIREMENT

SECTION 1:

Employees who elected to participate in FRS effective December 1, 2001 will continue such participation. All new employees will be participants in FRS.

Employees who elected to continue participation in the 401(a) money purchase retirement plan will continue to contribute 5% of their earnings and the City will contribute 7.3%.

SECTION 2:

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

ARTICLE 27

SERVICE BONUS

On each October 1, all active full-time employees with ten (10) or more years of continuous service will receive a service bonus amounting to two percent (2%) of his or her monthly salary, multiplied by the number of whole years of continuous service as of the preceding October 1.

ARTICLE 28
DURATION

SECTION I:

This Agreement shall become effective as of October 1, ~~2002~~ 2005, and shall remain in full force and effect until its expiration date, September 30, ~~2005~~ 2008.

CITY OF TREASURE ISLAND

~~ST PETERSBURG ASSOCIATION
OF FIREFIGHTERS, I.A.F.F.
LOCAL 747~~ ST PETE BEACH
PROFESSIONAL FIREFIGHTERS,
IAFF LOCAL 2266

By: _____
Ralph Stone
City Manager

By: _____
Ed Broomes, President

Date Signed: _____

Date Signed: _____

Attest: _____
Fred Turner
Personnel Director

Attest: _____
Joe White, TIFD Steward

Charles Fant, Fire Chief

John W. Yunko, Secretary/ Treasurer



CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: III-8
Meeting Date: 11-01-05

SUBJECT: City Commission Meeting Holiday Schedule

RECOMMENDATION: Administration recommends canceling the currently scheduled first meeting in January, 2006 and rescheduling the January, 2006 meetings to the second and fourth Tuesdays in January, 2006.

SUMMARY:

The December, 2005 City Commission meetings are currently scheduled for the first and third Tuesdays of the month which would be December 6 and December 20, 2005. Even though the second meeting is the last week prior to Christmas, this date is still early in the week. Therefore, Administration does not recommend any change in the December meeting schedule. However, currently the first meeting in January 2006 is Tuesday January 3, 2006. The preceding Monday, January 2, 2006 is the New Year holiday since New Year is on Sunday this year. Coincidentally, January 2006 has five Tuesdays in the month. This would allow the meetings to be shifted to the second and fourth Tuesdays of January which would be January 10 and January 24, 2006 and still leave an intervening week prior to the first Tuesday in February, since January 2006 has five Tuesdays in the month.

Reviewed by:

____ Legal
____ Finance
____ Personnel
____ Public Works
____ Community Imp
____ Recreation
____ Police
____ Fire

Originating Dept:
Administration

User Dept:

Attachments:

None

Costs:

Total

Funding Source:

Capital Improvement
 Operating
 Other

Submitted by:
City Manager

Appropriation Code: