

**CITY OF TREASURE ISLAND, FLORIDA  
BOARD OF COMMISSIONERS MEETING  
TUESDAY, SEPTEMBER 27, 2005  
7:00 PM**

Welcome to the City of Treasure Island Commission Meeting. If you wish to speak on a topic which is on today'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.

**A. PLEDGE OF ALLEGIANCE:** Led by Mayor Maloof

**B. ROLL CALL:**

Mayor Mary Maloof	
Commissioner Phil Collins	Vice Mayor - District 1
Commissioner Ed Gayton, Jr.	District 2
Commissioner Richard Kraus	District 3
Commissioner Alan Bildz	District 4

**C. MINUTES:**

Minutes from the meeting of September 14, 2005, are ready for approval.

**D. ACTION ITEMS:**

1. Res. - Certifying Millage Rate for FY05-06 (Public Hearing)
2. Ord. - Budget & Appropriations Ordinance for FY05-06 (2<sup>nd</sup> Reading & Public Hearing)
3. Ord. - Salary & Classification Plan for FY05-06 (2<sup>nd</sup> Reading & Public Hearing)
4. Ord. - Supplemental Appropriations for FY04-05 (2<sup>nd</sup> Reading & Public Hearing)

**E. PUBLIC COMMENTS:**

**F. ACTION ITEMS CONTINUED:**

5. Ord. Vacation of Utility Easements at 10800, 10810 & 10836 Gulf Boulevard (Buccaneer) 2<sup>nd</sup> Reading and Public Hearing)
6. Res. - Ratification of Police Union Contract
7. Res. - National Incident Management System
8. Res. - Donation to Neighborly Care Network
9. Res. - City Commission Meeting Dates
10. Res. - Request from Topher Morrison for Use of Public Beach for Stunt Demonstration
11. Motion - Volunteer Fire Department Donation

**G. CITY MANAGER/CITY ATTORNEY REPORTS:**

**H. REPORTS BY COMMISSIONERS:**

**I. PUBLIC COMMENTS:**

**J. 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.

**CITY OF TREASURE ISLAND  
BOARD OF COMMISSIONERS MEETING  
SEPTEMBER 14, 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. MINUTES:**

Motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the minutes from the meeting of July 5, 2005 as written. Upon roll call, the vote to approve was unanimous.

**D. ACTION ITEMS:**

**1. Res. – Tentative Mill Levy for Fy05-06 (Public Hearing) -**

After hearing the reading of the resolution setting forth the tentative millage of 2.6272 for the City of Treasure Island for the fiscal year 2005-06, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the resolution as read. Upon roll call, the vote was unanimous.

**2. Ord. – Budget & Appropriations Ordinance for Fy05-06 (First Reading & Public Hearing) -**

After hearing the reading of the ordinance pertaining to the City of Treasure Island, Florida, adopting a budget and making appropriations for the payment of the operating expenses of the City of Treasure Island, Florida, for the payment of principal and interest on the bonds, revenue certificates and other indebtedness of the city from various funds for the fiscal year ending September 30, 2006, motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the ordinance as read.

Mayor Maloof declared a public hearing. There being no public comments, the

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hearing was closed.

Upon roll call, the vote to approve was unanimous.

**3. Ord. – Salary & Classification Plan for FY 2005-06 (First Reading) -**

After hearing the reading of the ordinance amending Appendices I, II and III of the Career Service System Manual of Personnel Rules and Regulations, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the ordinance as read.

Commissioner Collins asked City Manager Ralph Stone to explain the reclassification of the position of the Recreation Director from the salary grade "D" to "E" and the reclassification and job title change from Planning Technician to Associate Planner.

The City Manager stated that adjustments were made based on salary surveys that were conducted as well as a review of job duties for individuals compared with market. He said the only salary adjustment made was for the position of Public Information Officer.

Upon roll call, the vote to approve was unanimous.

**4. Ord. – Supplemental Appropriations for FY 2004-05 (First Reading) -**

After hearing the reading of the ordinance making supplemental appropriations for the 2004-05 fiscal year, motion was made by Commissioner Kraus and seconded by Commissioner Gayton to approve the ordinance as read.

Commissioner Collins asked for an explanation regarding supplemental appropriations. Finance Director Darren LaFrance stated that the items included were approved and there were funds available but the items must be officially appropriated for in the budget.

Upon roll call, the vote was unanimous.

**E. PUBLIC COMMENTS**

Mr. Michael Daughtry stated that a beach cleanup will take place on Saturday, 17<sup>th</sup> and that anyone that wishes to participate should meet at the Beach Pavilion (Sunset Beach) at 8:00 a.m.

Mr. Daughtry stated that he and his wife would like to offer a vacant two bedroom

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apartment they own to victims from Hurricane Katrina for three to four months. He asked the community to help clean the apartment as well as furnish it.

Mayor Maloof asked Mr. John Burke when the Gulf Boulevard cleanup was scheduled to take place. Mr. Burke stated that it was scheduled to take place on Saturday, September 24<sup>th</sup>.

**F. ACTION ITEMS CONTINUED:**

**5. Ord. – No Wake Zones for Channels at Isle of Capri and 108<sup>th</sup> Avenue (2<sup>nd</sup> Reading and Public Hearing) -**

After hearing the reading of the ordinance amending Sections 58-92 (2)-2a, an Idle Speed No Wake, and 58-92 (c) 3, a Slow Speed Minimum Wake of "The Code of Ordinances of the City of Treasure Island, Florida" as previously amended by Ordinance 99-15, by designating certain areas of the waters of Boca Ciega Bay (approximately) between 108<sup>th</sup> Avenue and 110<sup>th</sup> Avenue of the Isle of Palms as "Idle Speed No Wake" between the north side of 115<sup>th</sup> Avenue Isle of Palms and the south side of the Isle of Capri as "Slow Speed Minimum Wake", and between the 116<sup>th</sup> Avenue Bridge Isle of Capri due north to Key Capri at the southern border of Johns Pass as "Slow Speed Minimum Wake"; amending Section 58-92(f) of the "Treasure Island Code of Ordinances" by the provision of additional markers; providing for the inclusion of such amended ordinance in "The Code of Ordinances of the City of Treasure Island, Florida", a motion was made by Commissioner Collins and seconded by Commissioner Gayton to approve the ordinance as read.

Commissioner Bildz asked when these markers would be placed in the channels. Acting Police Chief Tim Casey stated that it would take approximately six months to obtain the permit and to place the proper signage.

Mayor Maloof declared a public hearing. There being no public comments, the hearing was closed.

Upon roll call, the vote to approve was unanimous.

**6. Ord. – Vacation of Utility Easements at 10800, 10810 & 10836 Gulf Boulevard (Buccaneer) (1<sup>st</sup> Reading) -**

After hearing the reading of the ordinance vacating utility easements on private property located at 10800, 10810 and 10836 Gulf Boulevard within the City of Treasure island, a motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the ordinance as read.

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Upon roll call, the vote to approve was unanimous.

The City Manager stated that item #13 was a companion item to item #6.

**13. Motion – Accepting Donation of Buccaneer Statue -**

After hearing the reading of the motion to accept the donation from Mr. Bob Lyons and Mr. Frank Dagostino of the Buccaneer statue which was located on the top of the former Buccaneer Motel, motion was made by Commissioner Bildz and second by Commissioner Kraus to accept the donation of the buccaneer statue.

Upon roll call, the motion to accept was unanimous.

**7. Res. – Referring the Adopted Levels of Service T.I. Code Section 68-152 (3) to Planning & Zoning Board for Review -**

After hearing the reading of the resolution directing Administration to review and prepare alternatives for the current single family drainage ordinance requirements and requesting that the Planning and Zoning Board review and provide recommendations to the City Commission regarding this issue, motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the resolution as read.

Commissioner Gayton asked why there was not a time frame included in the resolution for the Planning & Zoning Board to report back to the Commission. The City Manager stated that the item is on the Planning and Zoning Board's agenda for review in October.

Commissioner Kraus asked if the Planning and Zoning Board will address the CRS issue. The City Manager stated that he would address the issue with the Community Improvement Director and report back to the Commission.

Upon roll call, vote to approve was unanimous.

**8. Res. – Accepting Ownership of 1989 Cimmaron Boat -**

After hearing the reading of the resolution accepting ownership of Vessel 1 – 1989 Cimmaron – from Jack Warren Arthur and Aldo A. Bellini, motion was made by Commissioner Kraus and seconded by Commissioner Collins to approve the resolution as read.

Commissioner Kraus asked if the City is required to go beyond the registered owner

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in order to get a derelict boat removed and if the City could cite the property owner where the derelict boat is located. The City Attorney stated that she would look into these issues and report back to the Commission.

Upon roll call, the vote to approve was unanimous.

**9. Res. - Kite Festival (Bilmar) -**

After hearing the reading of the resolution authorizing a sport kite flying event on the public beach behind the Bilmar Beach Resort on October 29, 2005, 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.

**10. Res. – Alternate Emergency Operations Center Agreement -**

After hearing the reading of the resolution authorizing the City Manager to enter into an agreement with Pasadena Community Church to utilize the church facility as the City's Alternate Emergency Operations Center (EOC), motion was made by Commissioner Collins and seconded by Commissioner Gayton to approve the resolution as read.

Fire Chief Charlie Fant stated that there would not be any additional cost to the City for the liability insurance at the EOC.

Upon roll call, the vote was unanimous.

**11. Res. – Authorizing FEMA Grant Funds for Elevation of Home at 12316 Lagoon Lane -**

After hearing the reading of the resolution authorizing the City Manager to execute federally funded Flood Mitigation Subgrant Agreements for contract 02FM-49-08-62-02-039 to receive and disburse grant funds on behalf of Peter and Jane Ramsberger and to oversee the elevating of their home at 12316 Lagoon Lane, a motion was made by Commissioner Gayton and seconded by Commissioner Kraus to approve the resolution as read.

Upon roll call, the vote was unanimous.

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**12. Res. - Authorizing FEMA Grant Funds for Elevation of Home at 117 88<sup>th</sup> Avenue -**

After hearing the reading of the resolution authorizing the City Manager to execute federally funded Flood Mitigation Sub grant Agreements for contract FMA-PJ-04FL-2000004 to receive and disburse grant funds on behalf of Ann Thomas and to oversee the elevating of her home at 117-88<sup>th</sup> Avenue, a motion was made by Commissioner Collins and seconded by Commissioner Gayton to approve the resolution as read.

Upon roll call, the vote was unanimous.

**14. Motion – Authorizing the Property Owner to Remove the Improvement on City Property Behind The Buccaneer -**

After hearing the reading of the motion to allow Simdag Investments, LLC, and their representatives and/or agents to demolish the specified concrete areas on the Treasure Island Public Beach between the private properties and the beach sidewalk from 119<sup>th</sup> Avenue to 104<sup>th</sup> Avenue and remove the debris at their expense subject to acquiring the proper permits from the Florida Department of Environmental Protection and obtaining a \$1,000,000 liability policy/rider name the City of Treasure Island as additional insure, motion was made by Commissioner Bildz and seconded by Commissioner Gayton to authorize the property owner to remove the improvement behind the Buccaneer.

Commissioner Gayton asked if the property owners had any objection to the motion and City Planner Lynn Rosetti responded negatively.

Upon roll call, the vote to approve was unanimous.

**G. CITY MANAGER/CITY ATTORNEY REPORTS:**

City Attorney Maura Kiefer recommended that the City Attorney represent the City staff instead of the Code Enforcement Board during hearings. She stated that she would like to place this item on the agenda for the Commission workshop on September 20<sup>th</sup>.

The City Manager stated that the City has retained Attorney Edwin Peck at \$160.00 per hour to represent City staff at the Code Enforcement Board hearings on Thursday, September 22<sup>nd</sup>.

Commissioner Gayton stated that the Commission received an E-mail from the City Manager regarding a summons and complaint against the City with Matthew

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Schwarz and John Does I – IV and Jane Does V – IX listed as plaintiffs. He asked why the Commission did not receive a copy of this litigation.

The City Attorney stated that summons and complaint was received on Monday, September 12<sup>th</sup> and that is 72 pages long. She said she was in the process of preparing a package for the Commission.

Commissioner Gayton requested that all copies of all lawsuits to be provided to the Commissioners for their review. Deputy City Clerk Jennifer Nye stated that with the Commission's approval, one copy of each lawsuit could be provided in the Commission's chambers and the Commission concurred.

The City Manager stated that a tentative agreement had been reached with the police union. He stated that he would like the Commission to authorize an executive session to discuss the police union contract on Tuesday, September 20<sup>th</sup> at 6:00 p.m. and the Commission concurred.

The City Manager reported that the State will be installing no trespassing signs at State-owned bridges including at Blind Pass and Johns' Pass. He stated that the City can then issue ordinance violations.

#### **H. REPORTS BY COMMISSIONERS:**

Commissioner Collins stated that he felt Mr. John Hadsall brought up some good points regarding the City reconsidering using the services provided by the Florida League of Cities. He asked if this issue could be placed on a workshop agenda.

The City Manager stated that he discussed the issue of obtaining alternative insurance coverage with the Finance Director. He stated that his experience with the Florida League of Cities has been positive and that he did not recommend the City make a change at this point.

Commissioner Collins asked when the Isle of Capri Water Main Replacement Project is slated to begin. The City Manager stated that it is a County project and that he would have to contact the County to find out.

Commissioner Gayton stated that he planned to attend the Pinellas County Charter Review meeting on Monday, September 19<sup>th</sup> at the Seminole campus of St. Petersburg College. He said countywide consolidation of services such as code enforcement, permitting and fire will be discussed at this meeting.

Commissioner Gayton stated that the American Legion Post #158 will hold a blood drive on Saturday, September 24<sup>th</sup> from 9:00 a.m. until 12:00 p.m. outside of City

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Hall. He stated that the blood donated will benefit the VA and the victims of Hurricane Katrina.

Commissioner Bildz stated that a Beach Stewardship Committee took place earlier on this day. He asked for status regarding extension of the beach trail.

The City manager stated that stakeholder meetings including the Beach Stewardship Committee would be held in the next few weeks. He said that an internal meeting was held as well as a meeting with the National Oceanic Atmospheric Administration (NOAA).

Commissioner Bildz stated that a beach cleanup for Sunset Beach was scheduled for Saturday, September 24<sup>th</sup> at 8:00 a.m.

Mayor Maloof stated that Workforce Housing Think Tank meeting would be held on Saturday, September 24<sup>th</sup> from 9:00 a.m. until 4:00 p.m.

Mayor Maloof stated that there would be a Tampa Bay Regional Planning Council meeting on Friday, September 23<sup>rd</sup> from 10:00 a.m. until 4:00 p.m.

Mayor Maloof stated that Ms. Kim Davis and Ms. Sandy Ostrander are collecting donations for the victims of hurricane Katrina. She said they will pick up donations and bring to them to Mississippi.

**I. PUBLIC COMMENTS:**

Mr. John Burke thanked Commissioner Gayton on behalf of the Friendship Community Church for cleaning the carpets in the auditorium.

Mayor Maloof stated that she received an E-mail indicating that the City of Belleair Bluffs is also collecting donations for Hurricane Katrina.

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**J. ADJOURNMENT:**

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Mary Maloof, Mayor

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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 #: *D-1*  
Meeting Date: 9/27/2005

**SUBJECT:** TRIM Hearings – Millage Resolutions

**RECOMMENDATION:** This memo is for informational purposes.

**SUMMARY:**

On July 12<sup>th</sup>, the Commission set the proposed tentative millage rate at 2.6272 mills. This was required by TRIM and set the amount that appeared on the TRIM notices sent out by Pinellas County in August. The 2.6272 mills is the highest millage rate the City can ultimately adopt.

The millage approval process continues in September. On September 14<sup>th</sup>, the Commission set the tentative millage rate. On September 27<sup>th</sup>, the Commission will set the certified (final) millage rate.

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<b>Reviewed by:</b> <input type="checkbox"/> Legal <input checked="" 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	<b>Originating Dept:</b> Finance <b>User Dept:</b>  <b>Attachments:</b> <b>Resolution Draft</b>  <input type="checkbox"/> None	<b>Costs:</b> <b>Total:</b> Current Fiscal Year: 2005-2006 <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other <b>Appropriation Code:</b> N/A
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**RESOLUTION NO. 05-**

**A RESOLUTION CERTIFYING THE MILLAGE RATE OF 2.6272 FOR THE CITY OF TREASURE ISLAND FOR THE FISCAL YEAR 2005-06; FORWARDING COPIES TO THE PROPERTY APPRAISER AND TAX COLLECTOR FOR PINELLAS COUNTY.**

WHEREAS, the City Commission of the City of Treasure Island has completed its review of the proposed budget for the 2005-06 Fiscal Year; and

WHEREAS, based on the aforementioned review, the City Commission has determined the proposed ad valorem tax millage rate for the 2005-06 Fiscal Year.

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

That the City Commission does hereby certify the ad valorem tax millage rate for the City of Treasure Island for the Fiscal Year commencing October 1, 2005 and ending September 30, 2006 to be 2.6272, which rate is an increase of 22.13% over the rolled back rate of 2.1512. A copy of this resolution shall be forwarded to the Property Appraiser and the Tax Collector for Pinellas County, Florida.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 27th day of September, 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT OR ABSTAINING:**

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Mary H. Maloof, Mayor

ATTEST:

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Jennifer Nye, Deputy City Clerk



# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: *D-2*  
Meeting Date: 9-27-05

**SUBJECT:** Budget & Appropriations for FY05-06

**RECOMMENDATION:** Pass the attached Ordinance

**SUMMARY:**

Attached is an ordinance adopting a budget and making appropriations for the payment of the operating expenses of the City of Treasure Island. The second reading and public hearing is set for Tuesday, September 27.

**Reviewed by:**

Legal  
 Finance  
 Personnel  
 Public Works  
 Community Imp  
 Recreation  
 Police  
 Fire

**Submitted by:**

Darren LaFrance

**Originating Dept:**

Finance

**User Dept:**

Finance

**Attachments:**

Ordinance

**Costs:**

Total

**Funding Source:**

Capital Improvement  
 Operating  
 Other

**Appropriation Code:**

**ORDINANCE NO. 04-06**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ADOPTING A BUDGET AND MAKING APPROPRIATIONS FOR THE PAYMENT OF THE OPERATING EXPENSES OF THE CITY OF TREASURE ISLAND, FLORIDA, FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS, REVENUE CERTIFICATES AND OTHER INDEBTEDNESS OF THE CITY FROM VARIOUS FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2006.**

**THE CITY OF TREASURE ISLAND DOES ORDAIN:**

**SECTION 1.** That the budget for the Fiscal Year ending September 30, 2006 incorporated as a part of this Ordinance is hereby adopted and approved as and for the budget of said City of Treasure Island for the fiscal year above-mentioned.

**SECTION 2.** For the payment of expenses and obligations of the City of Treasure Island for the Fiscal Year ending September 30, 2006, there is hereby appropriated from the money in the treasury of the City and any accruing revenue of the City available for said purposes, for the funds hereinafter set forth, the sums of money shown in the following schedule:

GENERAL FUND	\$	7,485,180
CAUSEWAY FUND		21,490,150
WATER POLLUTION CONTROL		3,302,230
SOLID WASTE		1,435,110
STORMWATER MANAGEMENT		196,710
T.I. RECREATION CENTER		415,540
LOCAL OPTION SALES TAX		2,324,240
POLICE TRAINING		34,730
COUNTY GAS TAX		250,000
TRANSPORTATION TRUST FUND		30,000
CAPITAL PROJECTS		151,890

**SECTION 3.** This Ordinance shall become effective October 1, 2005

**FIRST READING & PUBLIC HEARING** was held on the 14th day of September, 2005  
**SECOND READING & PUBLIC HEARING** was held on the 27th day of September, 2005.  
**PUBLISHED** in the *St. Petersburg Times* on the 14th day of September, 2005.

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Mary H. Maloof, Mayor

ATTEST:

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Jennifer Nye, Deputy City Clerk



# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: D-3  
Meeting Date: 9/27/2005

**SUBJECT:** ORDINANCE - SALARY & CLASSIFICATION PLAN FOR FY 05/06 (2<sup>nd</sup> READING AND PUBLIC HEARING)

Ordinance Amending Appendices I, II, and III of the Career Service System Enacting Compensation Changes to be effective October 1, 2005 for Employees not covered by a Collective Bargaining Agreement

**RECOMMENDATION:**

Enact FY 2005-06 Budget Appendices I, II, and III as submitted

**SUMMARY:** Following are recommendations for compensation changes to be proposed to the City Commission in the Fiscal Year 2005-2006 budget. They are based on the proposed budget and the City Commission budget workshops that have been held to date.

- 1) 3% General Wage Increase for all employees.
- 2) Adjust the non-union Pay Plans as a result of this year's comparative wage survey analysis to keep our salaries competitive with similar public employers in the immediate area.

The new pay plan is set forth in the attached Appendices I, II, and III of the FY 05-06 budget.

**Reviewed by:**

Legal  
 Finance  
 Personnel  
 Public Works  
 Community Imp  
 Recreation  
 Police  
 Fire

**Submitted by:**  
Fred Turner

**Originating Dept:**

PERSONNEL

**User Dept:**  
ALL

**Attachments:**  
Ordinance

None

**Costs:**

Total:

Current Fiscal Year:2005-06

**Funding Source:**

Capital Improvement  
 Operating  
 Other

**Appropriation Code:**

**ORDINANCE NO. 05-**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND,  
FLORIDA AMENDING APPENDICES I, II AND III OF THE  
CAREER SERVICE SYSTEM MANUAL OF PERSONNEL  
RULES AND REGULATIONS.**

**THE CITY OF TREASURE ISLAND DOES ORDAIN:**

**SECTION 1.** That Appendices I, II and III of the Career Service System Manual of Personnel Rules and Regulations be, and the same is hereby amended effective October 1, 2005, by the substitution thereof of the attached Appendices designated as Appendix I, Classification Plan, Appendix II, Salary Schedule and Appendix III, Administrative Salary Schedule, all dated September 2005.

**SECTION 2.** Any ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

**SECTION 3.** This Ordinance shall become effective immediately upon its adoption.

**FIRST READING** was held on the 14th day of September 2005.

**SECOND READING** was held on the 27th day of September 2005.

**PUBLIC HEARING** was held on the 27th day of September 2005.

**PUBLISHED** in the *St. Petersburg Times* on the 14th day of September, 2005.

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Mary H. Maloof, Mayor

ATTEST:

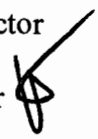
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Jennifer Nye, Deputy City Clerk

City of Treasure Island  
MEMORANDUM

Date: August 29, 2005

To: Ralph Stone, City Manager  
Darren LaFrance, Finance Director

From: Fred Turner, Personnel Director 

Subject: Ordinance Amending Appendices I, II, and III of the Career Service System Enacting Compensation Changes to be Effective October 1, 2005 for Employees not covered by a Collective Bargaining Agreement

Following are my recommendations for compensation changes to be proposed to the City Commission in the Fiscal Year 2004-2005 budget. They are based on the City Manager's proposed budget and the City Commission budget workshops that have been held to date.

- 1) 3% General Wage Increase for all non-union hourly employees.
- 2) Adjust the non-union Pay Plans as a result of this year's comparative wage survey analysis to keep our salaries competitive with similar public employers in the immediate area.
  - Establish Pay or Salary Grades for the re-classified positions of Associate Planner (*formerly Planning Technician*); Information Technology Director (*formerly Information Technology Coordinator*); and Public Information Officer (*formerly Information Technology Assistant*).
  - Re-classify Recreation Director to from Exempt Salary Grade "D" to "E"
  - Change job title of the Community Improvement Department's *Administrative Assistant* to Permit/Licensing Technician and re-classify from Pay Grade 7 to Pay Grade 9
  - Re-classify Administrative Assistant (Police), Department Secretary, Finance Assistant, and Personnel Assistant positions from Pay Grade 7 to Pay Grade 8.

The only immediate pay increase as a result of these adjustments is the Public Information Officer incumbent, who is below his new pay range minimum.

The new pay plan is set forth in the attached Appendices I, II, and III of the FY 04-05 budget.

**APPENDIX I  
CITY OF TREASURE ISLAND  
CAREER SERVICE CLASSIFICATION PLAN 2005-06**

<b>CLASSIFICATION TITLE</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION TITLE</b>	<b>PAY GRADE</b>
Administrative Assistant	8	Mechanic Helper	5
Assistant WPC Mechanic	7	Parking Enforcement Specialist	2
Beach Pavilion Aide	3	Permit/Licensing Technician	9
Building Inspector	15	Personnel Assistant	8
Clerical Assistant	4	Public Works Assistant	8
Code Enforcement Inspector	10	Records Coordinator	12
Communications Officer	12	Recreation Aide	3
Crew Chief	9	Recreation Center Aide	1
Custodian	2	Senior Finance Assistant	10
Department Secretary	8	Service Worker II	5
Finance Assistant	8	Service Worker III	7
Foreman	14	Toll Attendant/Bridge Tender	1
Lead Mechanic	12	Toll Shift Supervisor	9
Mechanic	9	WPC Mechanic	9

Revised August, 2005

**APPENDIX II  
CITY OF TREASURE ISLAND  
CAREER SERVICE SALARY SCHEDULE  
2005-2006**

<b>SALARY RANGE</b>			<b>SALARY RANGE</b>		
<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>	<b>PAY GRADE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
1	\$8.21	\$8.88	8	\$11.55	\$16.89
			37.5 HRS	\$22,522.50	\$32,935.50
			40.0 HRS	\$24,024.00	\$35,131.20
2	\$9.06	\$12.80	9	\$12.14	\$17.72
37.5 HRS	\$17,667.00	\$24,960.00	37.5 HRS	\$23,673.00	\$34,554.00
40.0 HRS	\$18,844.80	\$26,624.00	40.0 HRS	\$25,251.20	\$36,857.60
3	\$9.52	\$13.21	10	\$13.00	\$18.62
37.5 HRS	\$18,564.00	\$25,759.50	37.5 HRS	\$25,350.00	\$36,309.00
40.0 HRS	\$19,801.60	\$27,476.80	40.0 HRS	\$27,040.00	\$38,729.60
4	\$9.65	\$14.22	11	\$13.63	\$19.54
37.5 HRS	\$18,817.50	\$27,729.00	37.5 HRS	\$26,578.50	\$38,103.00
40.0 HRS	\$20,072.00	\$29,577.60	40.0 HRS	\$28,350.40	\$40,643.20
5	\$9.84	\$14.56	12	\$14.32	\$20.51
37.5 HRS	\$19,188.00	\$28,392.00	37.5 HRS	\$27,924.00	\$39,994.50
40.0 HRS	\$20,467.20	\$30,284.80	40.0 HRS	\$29,785.60	\$42,660.80
6	\$10.51	\$15.65	13	\$15.03	\$21.52
37.5 HRS	\$20,494.50	\$30,517.50	37.5 HRS	\$29,308.50	\$41,964.00
40.0 HRS	\$21,860.80	\$32,552.00	40.0 HRS	\$31,262.40	\$44,761.60
7	\$10.71	\$16.34	14	\$15.49	\$22.61
37.5 HRS	\$20,884.50	\$31,863.00	37.5 HRS	\$30,205.50	\$44,089.50
40.0 HRS	\$22,276.80	\$33,987.20	40.0 HRS	\$32,219.20	\$47,028.80
			15	\$16.26	\$26.00
			37.5 HRS	\$31,707.00	\$50,700.00
			40.0 HRS	\$33,820.80	\$54,080.00

Revised August, 2005

**APPENDIX III  
CITY OF TREASURE ISLAND  
EXEMPT EMPLOYEE SALARY SCHEDULE  
2005-06**

<b>SALARY RANGE A</b>	\$27,000 - \$44,000
Executive Assistant Public Information Officer	
<b>SALARY RANGE B</b>	\$32,000 - \$48,000
Deputy City Clerk	
<b>SALARY RANGE C</b>	\$36,000 - \$54,000
Associate Planner	
<b>SALARY RANGE D</b>	\$43,000 - \$63,000
Assistant Public Works Director City Clerk City Planner Deputy Building Official	
<b>SALARY RANGE E</b>	\$51,000 - \$72,000
Community Improvement Director Finance Director Information Technology Director Personnel Director Recreation Director	
<b>SALARY RANGE F</b>	\$60,000 - \$90,000
Fire Chief Police Chief Public Works Director	
<b>SALARY RANGE G</b>	\$95,000
City Manager	

Revised August, 2005



# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: *D-4*  
Meeting Date: 09-27-05

**SUBJECT:** Ordinance - Supplemental Appropriations for 2004-05 Fiscal Year

**RECOMMENDATION:** Adopt the attached Ordinance

**SUMMARY:**

**INTRODUCTION:** Each August, using figures as of July 31<sup>st</sup>, I analyze each fund's expenditures and need for a supplemental appropriation. Supplemental appropriations are sometimes necessary due to unexpected or unplanned expenditures in a fund. In each case of a supplemental appropriation, the Commission isn't approving any additional expenditures/projects but, instead, providing the necessary appropriation. Doing this also reduces auditor concerns and disclosures in our financial statements.

**RECOMMENDATION:** I conducted a supplemental appropriations analysis (attached) based on July 31, 2005 balances. After reviewing this worksheet, it appears that supplemental appropriations will be necessary as follows:

EMS Equipment Sinking Fund	\$ 39,000
Police Contraband Fund #38	\$ 12,600

**ANALYSIS DETAILS/REASONS:**

EMS Equipment Sinking Fund There was no appropriation originally. An appropriation of \$39,000 is needed due to the purchase of 13 sets of new firefighter protective gear and mobile data terminals for the fire department.

Police Contraband Fund The revenue of this fund comes from police contraband seizures and varies from year to year. The police department knows it can spend only what it brings in and what is approved. Expenditures are items directly related to law enforcement activities such as the purchase of our second K9 and additional equipment for our vehicles and officers. This supplemental appropriation covers what has been spent so far and what is anticipated to be spent (approximately \$4,000) by the end of September. There are sufficient funds to cover this appropriation.

Continued on Page 2

<b>Reviewed by:</b> ____ Legal <u>XX</u> Finance ____ Personnel ____ Public Works ____ Community Imp ____ Recreation ____ Police ____ Fire	<b>Originating Dept:</b> Finance	<b>Costs:</b>  Total
	<b>User Dept:</b>	
	<b>Attachments:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Supplemental Appropriations Analysis	<b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
<b>Submitted by:</b> Darren LaFrance, Finance		<b>Appropriation Code:</b>

Though these funds are over their original appropriations, the items causing the overages were approved by the City Manager and the Commission before their purchase/completion. The supplemental appropriations ordinance is the final action required in this financial process.

**ORDINANCE NO. 05-**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND,  
FLORIDA, MAKING SUPPLEMENTAL APPROPRIATIONS FOR  
THE 2004-05 FISCAL YEAR.**

WHEREAS, The City Commission adopted Ordinance 04-06 which established appropriations and spending levels for the 2004-05 Fiscal Year for the City of Treasure Island; and

WHEREAS, it appears that the appropriation and spending levels established for various funds will be exceeded in the 2004-05 fiscal year because of unanticipated expenses which were incurred; and

WHEREAS, such expenses could not have been reasonably foreseen at the time that the 2004-05 appropriations were established; and

WHEREAS, the City Commission desires to increase the 2004-05 appropriation for the respective funds in order to cover this unforeseen expense.

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

**SECTION 1.** For the payment of expenses and obligations of the City of Treasure Island during the Fiscal Year ending September 30, 2005, the appropriation of money in the following fund of the City shall be increased as follows:

<b>Fund</b>	<b>From</b>	<b>To</b>
<b>Capital Projects</b>	<b>\$174,810</b>	<b>\$226,410</b>

**SECTION 2.** All expenses and obligations incurred prior to the effective date of this ordinance are hereby ratified and included within the scope of this supplemental appropriation.

**SECTION 3.** This ordinance shall become effective at the time and in the manner prescribed by the Charter Laws of the City of Treasure Island, Florida.

**FIRST READING** was held on the 14th day of September 2005.  
**SECOND READING** was held on the 27th day of September 2005.  
**PUBLIC HEARING** was held on the 27th day of September 2005.  
**PUBLISHED** in the St. Petersburg Times on the 14th day of September, 2005.

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Mary H. Maloof, Mayor

ATTEST:

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Jennifer Nye, Deputy City Clerk

**City of Treasure Island  
Supplemental Appropriations Analysis  
As of July 31, 2005**

<b>Fund</b>	<b>Actual Expend.</b>	<b>Original Approps.</b>	<b>Percentage</b>	<b>Analysis</b>	<b>Supp. Approp.</b>	<b>Total Approps.</b>
General	\$5,893,608	\$6,944,660	84.87%	no		\$6,944,660
Local Opt Sales Tax	\$862,025	\$1,378,550	62.53%	no		\$1,378,550
Police Training	\$27,336	\$32,300	84.63%	no		\$32,300
County Gas Tax	\$0	\$200,000	0.00%	no		\$200,000
Transportation Trust	\$0	\$0	n/a	no		\$0
P/W Equip Sinking	\$0	\$0	n/a	no		\$0
Beach Improvement	\$143,366	\$172,310	83.20%	no		\$172,310
EMS Equip Sinking	\$37,719	\$0	n/a	yes	\$39,000	\$39,000
Police Contraband	\$11,052	\$2,500	442.08%	yes	\$12,600	\$15,100
Causeway	\$12,541,910	\$15,778,780	79.49%	no		\$15,778,780
Wtr Pollution Ctrl	\$1,535,629	\$2,581,900	59.48%	no		\$2,581,900
Solid Waste	\$1,050,506	\$1,324,610	79.31%	no		\$1,324,610
Stormwater Mgmt	\$72,861	\$174,530	41.75%	no		\$174,530
Trs Island Rec Ctr	\$281,099	\$354,120	79.38%	no		\$354,120
	<b>\$22,457,111</b>	<b>\$28,944,260</b>			<b>\$51,600</b>	<b>\$28,995,860</b>

*(MiscWksh/SupplementApprops.xls)  
Analysis Worksheet*



# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: *F 5*  
Meeting Date: 9-27-05

**SUBJECT:**

Request for easement vacation at 10800, 10810, and 10836 Gulf Boulevard.

**RECOMMENDATION:**

Administration recommends that the City Commission approve the requested vacation of the utility easements as requested by the applicant to facilitate the development of a proposed 75-unit condo-hotel project. The Planning and Zoning Board reviewed and approved the site plan for this project on February 17, 2005 (PZ-2005-05-SR). A City Commission workshop on this item was held on September 6, 2005.

**SUMMARY:**

The subject property combines five existing lots into one property (formerly Buccaneer and Fargo Motels). As such, interior utility easements exist on private property that need to be vacated in order to accommodate the desired building configuration as approved in PZ-2005-05-SR. The City's Public Works Director, Don Hambidge, has reviewed this request and has determined that there are no City utilities within these easements. His memorandum is attached for the Commission's review. Originally, the applicant asked to vacate the interior easements, as well as the north and south perimeter easements. However, the City is interested in retaining the perimeter easements for possible future use.

Letters of no objection have been received from FDOT, Bright House Networks, Verizon, TECO/Peoples Gas, Progress Energy, and Knology Broadband of Florida. These are attached for the Commission's information. In addition, the attached survey (Exhibit "A") shows the easements proposed to be vacated.

<p><b>Reviewed by:</b></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><b>Originating Dept:</b> Community Improvement</p> <hr/> <p><b>User Dept:</b> Community Improvement</p> <hr/> <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>- Applicant's request.</li> <li>- Drawing showing request.</li> <li>- Letters of no objection from T.I. Public Works Dept, FDOT, and other Public Utility providers.</li> </ul>	<p><b>Costs:</b> Total:</p> <p>Current Fiscal Year:</p> <p><b>Funding Source:</b></p> <p><input type="checkbox"/> Capital Improvement</p> <p><input type="checkbox"/> Operating</p> <p><input type="checkbox"/> Other</p> <hr/> <p><b>Appropriation Code:</b></p>
<p><b>Submitted by:</b> Lynn Rosetti, City Planner</p>		

**ORDINANCE NO. 05-**

**AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, VACATING UTILITY EASEMENTS ON PRIVATE PROPERTY LOCATED AT 10800, 10810, AND 10836 GULF BOULEVARD WITHIN THE CITY OF TREASURE ISLAND; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the property owner/developer of 10800, 10810, 10836 Gulf Boulevard and legally described as Lots 6, 7, 8, 9, and 10, Block "J," City of Treasure Island – Blocks "J" and "K" as recorded in Plat Book 27, pages 16 – 17, Public Records of Pinellas County, Florida [hereinafter after referred to as the subject property], desires to redevelop and consolidate these lots for condo-hotel use; and

**WHEREAS**, the property owner/developer of the subject property is requesting to vacate the 3 foot utility easements along the southeast line of Lot 10, the northwest line of Lot 9, the southeast line of Lot 8, and the northwest line of Lot 7 of the subject property and as shown on Exhibit "A;" and

**WHEREAS**, the property owner/developer of the subject property currently has an approved site plan dated February 17, 2005, from the Planning and Zoning Board to develop these lots into a 75-unit condo-hotel (PZ-2005-05-SR); and

**WHEREAS**, the Public Works Director has reviewed this request and has no objection to the vacation of the specified utility easements as described herein and as shown on Exhibit "A;" and

**WHEREAS**, the Florida Department of Transportation (FDOT) has reviewed this request due to Gulf Boulevard being a State road and has no objection to the vacation of the specified utility easements as described herein and as shown on Exhibit "A;" and

**WHEREAS**, other Public Utility companies have reviewed this request and have no objection to the vacation of the specified utility easements as described herein and as shown on Exhibit "A;" and

**WHEREAS**, the property owner/developer of 10800, 10810, and 10836 Gulf Boulevard is responsible for all costs associated with the vacation specified utility easements; and

**WHEREAS**, the City Commission has reviewed this request and has no objection to the vacation of the specified utility easements as described herein and as shown on Exhibit "A;"

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

1. That the following described utility easements located on private property at 10800, 10810, and 10836 Gulf Boulevard and shown on Exhibit "A" may be vacated: That part of Lots 6, 7, 8, 9, and 10, Block "J," City of Treasure Island – Blocks "J" and "K," as recorded in Plat Book 27, pages 16 – 17, Public Records

of Pinellas County, Florida being the 3 foot utility easements along the southeast line of Lot 10, the northwest line of Lot 9, the southeast line of Lot 8, and the northwest line of Lot 7 of the subject property and as shown on Exhibit "A."

2. That the property owner/developer pays all costs relating to the vacation of the identified utility easements at 10800, 10810, and 10836 Gulf Boulevard as described herein and as shown on Exhibit "A."
3. That the property owner/developer shall record such easement vacation of the specified utility easements with the Pinellas County Public Records office and show proof of such recording to the City of Treasure Island prior to the permitting of the proposed project.

**This Ordinance shall take effect immediately upon passage.**

FIRST READING: on the 14th day of September, 2005.

SECOND READING: on the 27th day of September, 2005.

PUBLIC HEARING: on the 27th day of September, 2005.

PUBLISHED: in the St. Petersburg Times on the 14th day of September, 2005.

\_\_\_\_\_  
Mayor Mary Maloof

ATTEST:

\_\_\_\_\_  
Jennifer Nye, Deputy City Clerk

Joel M. Frye  
L. R. Penny & Associates  
10730 102<sup>nd</sup> Avenue N.  
Seminole, Florida 33778  
(727) 398-4360

August 23, 2005

Lynn Rosetti, City Planner  
City of Treasure Island  
120 108<sup>th</sup> Avenue North  
Treasure Island, Florida 33706

Re: Petition to Vacate Easements, Lots 6 through 10, Block J, City of Treasure Island

Dear Ms. Rosetti:

Enclosed are letters of No Objection from the Utility Companies which could be affected, as well as the recommendation from Don Hambridge of the City of Treasure Island and a notice of No Objection from Jennifer Howard of the Florida Department of Transportation. A copy of our survey of the parcel in question is also included, the legal description of which is:

Lots 6, 7, 8, 9 and 10, Block "J", City of Treasure Island – Blocks "J" and "K" as recorded in Plat Book 27, pages 16 – 17, Public Records of Pinellas County, Florida.

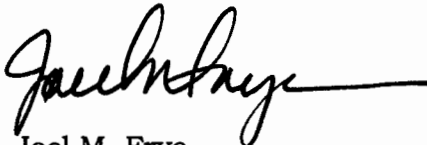
Section 31, Township 30 South, Range 15 East.

The Petition to Vacate includes the 3 foot utility easements on the southeast line of Lot 10, the northwest line of Lot 9, the southeast line of Lot 8, and the northwest line of Lot 7. These utility easements are required to be vacated for the purpose of new development which is planned for all five lots.

Please contact me at your earliest convenience if there is anything else you need to proceed with this petition.

Thank you for your attention to this matter.

Sincerely,



Joel M. Frye,  
L. R. Penny & Associates

**Rosetti, Lynn**

---

**From:** Hambidge, Don  
**Sent:** Friday, July 15, 2005 9:09 AM  
**To:** Rosetti, Lynn  
**Subject:** Easement Vacations, lots 10800, 10810 & 10836 Gulf Blvd.

Lynn:

I have reviewed the petition for the above referenced vacations, and offer the following:

- 1) The City has no utilities within these easements.
- 2) FDOT7 should be checked with, as Gulf Blvd. Is a State road.
- 3) The most northerly easement borders the City's 10' Gulf access which is the main route for large vehicular access to the beach.
- 4) The most southerly easement is probably in conjunction w/ a similar easement on the abutting property.
- 5) Recommend that the two (2) interior easements be vacated, but the northerly and southerly easements be retained.

Don Hambidge, PE  
Director, DPW

8/23/2005

**Joel Frye**

---

**From:** <jennifer.howard@dot.state.fl.us>  
**To:** <joel@lrpenny.com>  
**Sent:** Wednesday, August 17, 2005 10:37 AM  
**Subject:** [SPAM] Utility Vacation on Buccaneer Beach

Joel,

Please be advised that the Department of Transportation has no objections to the vacation of the utility easements on Buccaneer Beach in Treasure Island.

Please let me know if you require anything further.

Thank you.

Jennifer Howard  
Property Management GEC  
HDR Engineering Inc.  
(813) 975-6746 P  
(813) 632-6850 F  
[jennifer.howard@dot.state.fl.us](mailto:jennifer.howard@dot.state.fl.us)

700 Carillon Parkway, Suite 6  
St. Petersburg, FL 33716-1101

tel 727.329.2000  
fax 727.329.2605



Date: March 28, 2005

Re: Proposed Easement Vacations at 10800,10810 and 10836 Gulf Blvd.

Dear John Loder,

Thank you for advising us of the proposed project / vacation/ adjustment.

Bright House Networks has No Objection.

Bright House Networks has no objections provided easements for our facilities are granted or retained. See Note.

Bright House Networks has no objections provided applicant bears the expense for the relocation of any Bright House Networks facilities to maintain service to customers affected by the proposed vacation or construction. See Note.

In order to properly evaluate this request, Bright House Networks will need detailed plans of the facilities proposed for the subject areas.

Bright House Networks has facilities within this area, which may conflict with this Proposed project. Please call Sunshine One Call for locates. See Note.

Bright House Networks requires 30 days written notice prior to the construction start date to relocate their facilities.

**Please refer any further correspondence and pre-construction meetings to:  
Sherelle Darroch at 727-329-2847.**

**Note: Bright House Networks has underground facilities within the subject easements that may require removal.**

Sincerely,

  
Sherelle Darroch  
Field Engineer III

700 Carillon Parkway, Suite 6  
St. Petersburg, FL 33716-1101

tel 727.329.2000  
fax 727.329.2605



Date: June 10, 2005

**Re: Proposed Easement Vacations at 10800,10810 and 10836 Gulf Blvd.  
in Treasure Island**

Dear John Loder,

Thank you for advising us of the proposed project/vacation/adjustment.

- Bright House Networks has No Objection. See Note.**
- Bright House Networks has no objections provided easements for our facilities are granted or retained. See Note.
- Bright House Networks has no objections provided the applicant bears the expense for the relocation of any Bright House Networks facilities to maintain service to customers affected by the proposed vacation or construction. See Note.
- In order to properly evaluate this request, Bright House Networks will need detailed plans of the facilities proposed for the subject areas.
- Bright House Networks has facilities within this area, which may conflict with this proposed project. Please call Sunshine One Call for locates. See Note.
- Bright House Networks requires 30 days written notice prior to the construction start date to relocate their facilities.

***Please refer any further correspondence and pre-construction meetings to:  
Sherelle Darroch at 727-329-2847.***

**Note: Bright House Networks will require no platted easements on the project site.  
Bright House Networks can provide service to this location if a contract is negotiated .**

Sincerely,

A handwritten signature in black ink, appearing to read "Sherelle Darroch".

Mr. Sherelle Darroch  
Field Engineer III

**Network Engineering  
And Planning**

June 22, 2005

**Lauren R. Penny  
L.R. Penny & Assoc., Inc. Land Surveyors  
10730 102 Avenue North  
Seminole, Florida 33778**

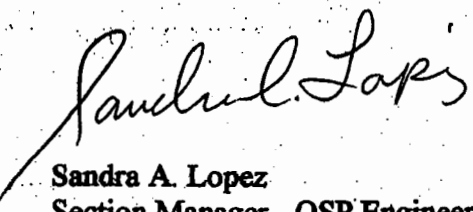
**RE: Petition To Vacate: Section 31, Township 30 South, Range 15 East 10800,  
10810 and 10836 Gulf Boulevard, Treasure island, Florida  
Verizon Central Office - 2312**

**Dear Ms. Perry:**

**We are in receipt of your request for information. Verizon has no objections to the above referenced subject.**

**Thank you for your cooperation with this office. Should you have any questions, please call Bob Cash at 727-562-1108 in the Clearwater OSP Engineering Office.**

**Sincerely,**

  
**Sandra A. Lopez  
Section Manager - OSP Engineering**

**SAL/BC/ds**



**1280 Cleveland St., FLCW5033  
Clearwater, FL 33755  
727-562-1108  
727-562-1193  
Fax: 727-562-1175**



**PEOPLES GAS**

June 23, 2005

Ms. Lauren Penney  
L. R. Penny & Associates, Inc.  
10730 102<sup>nd</sup> Avenue  
Seminole, Florida 33778

**RE: Vacation of easements, 10800, 10810 and 10836 Gulf Boulevard  
Section 23, Township 31 South, Range 15 East**

Dear Ms. Penny

Thank you for the letter advising us of your proposed project.

TECO/Peoples Gas has no existing facilities in the area mentioned above. We have no objection to the vacation of easement.

If you need additional assistance, please contact the Engineering Department at (727) 826-3246.

Sincerely,

Linda Anderson  
TECO/Peoples Gas



Sandra Weeks  
L.R. Penny and Associates, Inc.  
10730 102<sup>nd</sup> Avenue North  
Seminole, FL 32778

RE: *Vacation and Abandonment of Right-of-Way*  
*10800, 10810 & 10836 Gulf Blvd., Treasure Island, FL*  
*28-31S-15E, Pinellas County*

Dear Ms. Weeks:

Please be advised that Florida Power Corporation d/b/a Progress Energy Florida Inc. (PEF) does not have any transmission facilities within this right-of-way. Transmission Engineering has **NO OBJECTION** to the vacation and abandonment of that portion of those utility easements as highlighted and depicted on the attached Exhibit "A".

This vacation and abandonment is contingent upon receipt of a separate letter of approval from PEF's Distribution Department. Should you have any questions concerning the letter from the Distribution department, please contact Ron Lippelt at (727) 588-7428.

If further assistance is needed from Transmission Line Engineering, please call Beth Rizzo at (407) 942-9238.

Sincerely,

PROGRESS ENERGY FLORIDA, INC.

Laurie N. Dunston  
Manager  
Transmission Line Engineering

Date: 4-1-05

# **KNOLOGY®**

Telephone Cable TV Internet

Sandra Weeks  
Administrative Assistant  
C/O L.R. Penny & Associates, Inc.  
10730 102<sup>nd</sup> Ave. N.  
Seminole, FL 33778

Date: March 21, 2005

Re: **Petition to vacate easements on Lot 6, 7, 8, 9 & 10, Block J, City of Treasure Island**

Dear: Sandra Weeks

Thank you for advising us of the subject proposed petition to vacate easements:

**X\* Knology Broadband of Florida, Inc. has no objection.**

In order to properly evaluate this request, Knology Broadband of Florida, Inc. will need detailed plans of facilities proposed for the subject area.

Knology Broadband of Florida, Inc. has facilities within this area which may conflict with the subject project. Knology Broadband of Florida, Inc. has no objections provided easements for our facilities are granted or applicant bears the expense for relocation of any Knology Broadband of Florida, Inc. facilities to maintain service to customers affected by the proposed vacation.

Please refer any further correspondence and pre-construction meeting notices to:

**Knology Broadband of Florida, Inc.  
Jay Young  
Lead Field Support Technician  
3001 Gandy Blvd. N.  
Pinellas Park, FL 33782**

**\*Notes: Be advised that Knology has no facilities within the City limits of Treasure Island.**

Sincerely,



Jay Young  
Lead Field Support Technician  
Knology Broadband of Florida, Inc.  
727-239-0156 Office  
727-235-1553 Cell

KBF FORM 'B' 12/31/03





# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: *F-6*  
Workshop Date: 9/27/05

**SUBJECT: Ratification of Police Union Contract**

**RECOMMENDATION: Ratify by resolution**

**SUMMARY:**

We reached an agreement with the PBA September 13<sup>th</sup> on a new three year Agreement. The union conducted a ratification vote on Friday, September 16. The union bargaining unit members ratified the Agreement and has been placed on the City Commission's agenda for ratification at the meeting of September 27<sup>th</sup>.

A copy of the new Agreement is attached along with the Resolution.

<b>Reviewed by:</b>  <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	<b>Originating Dept:</b>  Personnel	<b>Costs:</b>  Total:  Current Fiscal Year:
	<b>User Dept:</b>  Police	<b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
<b>Submitted by:</b>  Fred Turner	<b>Attachments:</b> <b>Agreement &amp; Resolution</b>  <input type="checkbox"/> None	<b>Appropriation Code:</b>

**RESOLUTION NO. 05-**

**A RESOLUTION RATIFYING THE  
CONTRACT BETWEEN THE POLICE  
BENEVOLENT ASSOCIATION AND THE  
CITY OF TREASURE ISLAND.**

**WHEREAS**, the City of Treasure Island has negotiated in good faith with the Police Benevolent Association concerning a proposed agreement between the City of Treasure Island and the P.B.A. on behalf of the sworn police personnel of the City of Treasure Island; and

**WHEREAS**, a tentative agreement has been reached at the bargaining table and subsequently ratified by said P.B.A. members; and

**WHEREAS**, the City Commission desires to ratify and approve said agreement at this time.

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

That the contract negotiated between the Police Benevolent Association and the City of Treasure Island commencing October 1, 2005, and ending September 30, 2008, be and the same is hereby accepted, ratified and approved.

The foregoing Resolution was offered during the regular session of the City Commission of the City of Treasure Island, Florida, sitting on the 27<sup>th</sup> day of September 2005, by Commissioner who moved it adoption and seconded by Commissioner. Upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Mary H. Maloof, Mayor

\_\_\_\_\_  
Jennifer Nye, Deputy City Clerk

# AGREEMENT

*Between the*

**CITY OF TREASURE ISLAND, FLORIDA**

*And the*

**PINELLAS COUNTY POLICE BENEVOLENT ASSOC., INC**

October 1, ~~2002~~ 2005 to September 30, ~~2005~~ 2008



**As agreed between the parties on 9/13/05 subject to ratifications by the union bargaining unit and the City Commission**

**ARTICLE 1**  
**PREAMBLE**

This Agreement is entered into by the City of Treasure Island, Florida hereinafter referred to as the "City" and the Pinellas County Police Benevolent Association, Inc., hereinafter referred to as the "PBA" for the purpose of promoting harmonious relations between the City and the employees, 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 concerning rates of pay, wages, safety and health and hours of work as specifically outlined in this Agreement.

**ARTICLE 2**  
**RECOGNITION**

The City hereby recognizes the PBA as the sole bargaining agent for the purpose of presenting proposals relative to salaries and other conditions of employment for the bargaining unit which shall consist of all full time officers and sergeants.

### **ARTICLE 3 MANAGEMENT RIGHTS**

A. Except as expressly provided for in this Agreement, the employer 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 sub-contract 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 employer good business judgment makes such curtailment or 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, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

B. 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 during the time of the declared emergency, providing that wage rates and monetary fringe benefits shall not be suspended.

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

D. 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 the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the employer and the Association for the life of this Agreement, each voluntarily and unqualified, waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

**ARTICLE 4**  
**NON-DISCRIMINATION**

Section 1.

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement by reason of PBA membership or activity or lack of PBA membership or activity.

**ARTICLE 5  
DUES DEDUCTION**

**Section 1.**

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA dues only. The following form shall be provided by the City.

<p><b>AUTHORIZATION FOR DEDUCTION OF PBA DUES</b></p> <p>I hereby authorize the City of Treasure Island to deduct from my wages each month the current monthly PBA dues and to transmit this amount to the Treasurer of the Pinellas County Police Benevolent Association.</p> <p>I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.</p> <p>Date _____</p> <p>Signed _____</p> <p>Payroll Number _____</p>
--

**Section 2.**

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

**Section 3.**

Dues shall be deducted monthly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall 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 by the City in compliance with this Article.

**Section 4.**

The payroll deduction shall be revocable by the employee notifying the City in writing on the following form:

<p><b>INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES</b></p> <p>I hereby instruct the City of Treasure Island to stop deducting from my wages each month the current normal monthly dues for the Pinellas County Police Benevolent Association</p> <p>DATE: _____</p> <p>SIGNED: _____</p> <p>PAYROLL NUMBER: _____</p>
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The City shall notify the PBA of any revocation.

**Section 5.**

The PBA agrees to pay the employer an annual fee of \$100.00 for the service of dues.  
The PBA shall pay the City no later than January 15 of each year of this contract.

**ARTICLE 6  
PBA REPRESENTATION**

Section 1.

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

Section 2.

Copies of special orders, general orders or training bulletins affecting PBA members shall be made available to the PBA upon request at the "normal" cost of copying charged to the public.

Section 3.

Solicitation of any and all kinds by the PBA, including solicitation of memberships and the collection of PBA monies, shall not be engaged in during working hours. Further, the PBA and the City agree to comply with all provisions of State law relative to collective bargaining and the conduct of union activities and City business.

Section 4.

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

**ARTICLE 7  
PBA BUSINESS**

Section 1. An employee, designated by the PBA, may be granted a leave of absence upon request of the PBA president, for Union business. Such leave shall be treated as personal leave (vacation or leave without pay) and shall not exceed five (5) work days a calendar year.

Section 2. Permission for such leave may be withheld by the Chief if operational considerations so require.

Section 3. Such leave shall be considered as time worked for all seniority rights and fringe benefits, excluding overtime pay.

**ARTICLE 8**  
**BULLETIN BOARD**

Section 1.

The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

- A) Notices of PBA elections and results of elections.
- B) Notices of PBA meetings and minutes of same.
- C) Notices of PBA recreational and social affairs.
- D) Other notices that are approved, in writing, by the Chief, or in his absence, the City Manager or his designee. The Chief's/ City Manager's decision shall be final and shall not be subject to the grievance procedure.

All notices to be posted will be signed by an official of the PBA. A duplicate copy of each notice shall be delivered to the office of the Chief prior to the time the notice is posted. All notices will include the signature of the Chief or, in his absence the City Manager or City Manager's designee, approving the posting. Any material found on the Bulletin Board, not in compliance with this section, shall be removed by an appropriate City Official and given to the appropriate union PBA official.

Section 2:

All costs in preparing and posting of PBA notices shall be borne by the PBA.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**SECTION 1** In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement.

A grievance shall be defined as an alleged violation of a specific provision of this Agreement.

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 calendar days not including Saturday, Sunday, or holidays of the occurrence which gave rise to the grievance. An association 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 calendar days not including Saturday, Sunday, or holidays.

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 2 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.

**Step 2.** 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, stating the specific provision of this Agreement the employee believes has been violated and what remedy is requested. The employee shall present such written grievance to the Chief within ten (10) calendar days not including Saturday, Sunday and holidays from the time the immediate officer's response was due in Step 1.

The Chief shall meet with the employee and the association representative if the employee wishes him present, within ten (10) calendar days not including Saturday, Sunday or holidays. The Chief shall respond in writing within ten (10) calendar days not including Saturday, Sunday, or holidays from date of the meeting.

**Step 3.** If the grievance has not been satisfactorily resolved in Step 2, the employee or the association, if the employee wishes its assistance, may present a written appeal to the City Manager within ten (10) calendar days not including Saturday, Sunday or holidays. The City Manager shall respond in writing within ten (10) calendar days not including Saturday, Sunday or holidays 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. Any grievance, except as defined elsewhere as limited to appeal to the City Manager, that is not resolved in the grievance procedure may be referred, by written request from the union, within ten (10) calendar days not including Saturday, Sunday, or holidays of the date the City Manager's response is due in Step 3 to arbitration. The parties will meet and attempt to mutually agree upon a neutral party to arbitrate the grievance. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days not including Saturday, Sunday or holidays after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the Personnel Director. Within ten (10) calendar days not including Saturday, Sunday or holidays, 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. The grieving party shall cross out first.

The arbitration shall be conducted under the rules set forth in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to hear a grievance as defined in this Article and to advise City Commission if a violation of the Agreement has taken place.

However, the arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof of any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, 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 days of the hearing and shall be binding in accordance with Florida Statute 447.401.

The parties shall attempt to mutually agree in writing as to the issue to be arbitrated prior to a hearing.

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 transcript 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.

This grievance and arbitration procedure may only be used by employees who are represented by the Pinellas County PBA. Employees who pursue a grievance without PBA representation must do so under the grievance procedure set forth in Rule 9.5 of the City's Career Service System Manual. A grievance may not be pursued under more than one grievance procedure.

## **ARTICLE 10 STRIKES AND LOCKOUTS**

Section 1. There shall be no strikes, work stoppages, picket lines operating during a strike or to seek to change agreed upon conditions during the term of this contract, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the PBA and there will be no lockouts by the City. The PBA 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 in 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 participating in a deliberate and concerted course of conduct which adversely affects the services 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 may be disciplined or discharged by the City in accordance with City personnel rules. The PBA 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 PBA from participation in a strike against the City of Treasure Island.

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 Section, the City or the PBA shall be entitled to seek and obtain immediate injunctive relief.

## **ARTICLE 11 FUNERAL LEAVE**

Section 1. Employees covered by this Agreement shall be granted, operational conditions permitting, time off with pay not to exceed three (3) days (or five (5) days if the funeral is out of state) in the event of a death in his immediate family.

Section 2. The employee's immediate family shall be defined as spouse, a person with whom one was presently residing as if a family, father, mother, step-parents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, aunt, uncle, brother-in-law and sister-in-law.

Section 3. Funeral leave shall not be charged to vacation or sick leave.

Section 4. Should an employee require additional time other than provided in Section 1 of this Article, he may request the additional time from the Chief. Upon approval by the Chief, any additional time off will be charged vacation, comp time, or unpaid leave.

Section 5. The employee shall provide the Chief with proof of death in family as defined before compensation is approved. To receive funeral leave, the employee must actually attend the funeral service.

## **ARTICLE 12 MILITARY LEAVE**

### Section 1.

Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave of absence from their duties with pay, not to exceed 17 working days in any one annual period, on days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations.

### Section 2.

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 3

Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States and are involuntarily called up to active duty for purposes other than training shall be entitled to all veterans reemployment rights mandated by federal and state law.

Additionally, in the event that his or her pay from the military, including base pay and all allowances, is less than his regular straight-time pay would be as an employee of the department, the city will pay the difference for a period of one year using the following procedure:

The employee shall submit a copy of his military pay voucher to the City and the City will calculate and pay the difference between what his regular straight-time pay would have been (including any time he may have actually worked) and the amount paid by the military, including base pay and all allowances, for up to one year from the date the employee was called up to active duty.

### Section 4

Employees who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States and are called up to active duty for purposes other than training and who still reside within a one-hour commute to the City may, with the approval of their military commanding officer, request such city duty assignments as may be available, subject to the approval of the Police Chief.

**ARTICLE 13**  
**LEAVE BENEFITS**  
Section 1. Holidays

- A. Eligible employees shall be paid the equivalent of 8 hours pay at their regular straight-time rate) for the following worked or un-worked holidays each calendar year:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day  
Employee Birthday (*a date during the same calendar month as the actual employee birthday*)

- B. An employee must be on active pay status or work his normal schedule of hours on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay
- C. Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.
- D. Whenever possible employees who are not working a patrol schedule will be granted time off on holidays. An employee who is required to work on any holiday (except the employee birthday holiday), shall be compensated at the rate of time and one-half for the calendar day of the holiday, not the day the City celebrates the holiday if these dates are different. Holiday hours actually worked will ~~not~~ be used in the computation of overtime.
- E. The "employee birthday holiday" must be scheduled and taken during the same calendar month as the actual employee birthday or forfeited. It may not be taken the same date as another holiday or other paid leave day.

Section 2. Vacation Leave:

Full time employees shall be entitled to earn and accrue annual leave with pay. Vacation leave may be taken as it is earned.

A. Computation of Vacation Leave:

Annual vacation leave shall accrue at the following rate for employees on a regular work week.

<u>Completed Years of Service</u>	<u>Hours Accrued Annually</u>
0 through 4 yrs	80 hours
5 through 9 yrs	120 hours
10 through 14 yrs	152 hours
15 through 19 yrs	160 hours
20 years	168 hours
21 years	176 hours
22 years	184 hours
23 years	192 hours
24 years	200 hours

Upon separation from service for any reason, the employee shall be paid for accrued vacation except those employees having less than six months of full time service.

B. Accumulation of Annual Leave:

A maximum of 80 hours may be carried forward into the next calendar year. The City Manager may authorize an employee to carry over more than 80 hours for good cause. Previously scheduled vacation hours that are cancelled by management will be defined as "good cause" under this section.

C. Restrictions:

Annual leave shall not be earned by an employee during leave of absence without pay, or when the employee is otherwise on a non-pay status.

D. Schedules for Annual Leave:

The Chief shall cause to be posted by November 1 of each year, a vacation sign up sheet. Employees shall, based upon seniority, select vacation days to be taken next calendar year. Failure to select dates by December 31 shall result in the Chief assigning vacations. Once an employee has selected the dates he wants, he may not change them without the express written approval of the Chief. If a change is permitted that employee shall not be able to bump other employees because of seniority. Employees shall request vacation, in writing, and the Chief or his designated agent shall approve or deny the request within 2 weeks of the request, in writing.

The chief shall have the final decision on vacation selections based upon the operating needs of the Department.

Section 3. Sick Leave:

A. Eligibility:

All full time employees under this contract shall be entitled to earn sick leave.

B. Definition:

Sick leave may be granted for the following:

- (1) Absence due to illness of employee.
- (2) Personal medical, dental and optical appointments.
- (3) Absence to care for a family or household member, defined as: spouse, persons related by blood or marriage who are presently residing together, persons who are presently residing together as if a family, and persons who have a child in common regardless of whether they have been married. Upon request of the Chief, the employee will be required to furnish a physician's statement to the effect that the family or household member need direct care from the employee.

C. Computation:

- (1) Sick leave shall be calculated at the rate of eight (8) hours per month. Any variations in the work week by Ordinance, Resolution, State Law or Federal Law will automatically affect the accrual of annual sick leave.
- (2) Sick leave earned shall not be charged when employee is out on workers compensation set forth in Section 4.
- (3) Vacation leave accumulated may be used as sick leave when all sick leave credits have been exhausted.

D. Sick Leave Requests and Requirements:

- (1) Records of sick leave used shall be kept by Personnel Director and Chief of Police on prescribed forms.
- (2) The employee shall have the responsibility of notifying the Chief promptly of any illness requiring employee's absence. Failure to notify the Chief or his designee of the absence shall forfeit any claim for sick pay.
- (3) Absence for three (3) days without proper notification to the Chief or his designee shall be considered absence without leave and may be grounds for dismissal.
- (4) Employees absent for a period longer than one day may be required to submit medical evidence of reason for absence, upon request by the Chief.
- (5) In addition, an employee exhibiting excessive absenteeism or abuse of sick leave, in the opinion of the City may be required to submit medical evidence of reason for absence even after one day's absence.
- (6) It is understood that excessive absenteeism and /or abuse of sick leave may constitute just cause for discipline.
- (7) Medical, dental and optical appointments shall be charged in one (1) hour increments as needed by the employee. The Chief shall encourage all these types of medical appointments to be made on off-duty time whenever possible. The PBA agrees to cooperate fully with this policy. No sick

leave shall be required, however, for medical examinations required by the City.

**E. Pay for Accumulated Sick Leave:**

Once the maximum accumulation of 1,040 hours of sick leave is reached, the employee shall be compensated at the rate of eight hours of base pay for each twenty (20) hours of sick leave over and above the 1,040 hours. Such compensation will be as of September 30 of each year with payments being made on the first pay period in October.

**F. Separation:**

Accumulated sick leave shall be forfeited upon separation of services for any reason, except that 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%

**Section 4. 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. All injuries whether requiring lost time or not, shall be reported to the Personnel Director without delay.

- (A) Employees failing to report injuries received to their Chief within twelve 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 day shall require a physician's approval to return to work.
- (C) Any injuries due to the employee's own misconduct or willful negligence will 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 in a calendar year (January through December) or one-hundred eighty (180) calendar days per injury, whichever is less. The amount of this benefit will equal 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 5. 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 9 Grievance Procedure.

**Section 6. Leave of Absence Without Pay:**

Upon recommendation of the Chief and approval of the City Manager, leaves without pay may be granted for any reason deemed to be in the best interest of the City; but such leaves shall not be granted for a period longer than one year. The City Manager's decision shall be final and shall not be subject to the grievance procedure. No fringe benefits shall accrue while an employee is on leave of absence without pay.

## **ARTICLE 14 SERGEANT**

### **Section 1.**

The parties recognize that Sergeants are first-line supervisors and no interference will be exercised by the union or their officials with respect to the supervisory functions of any Sergeant. Management has the exclusive right to determine the fitness of any officer for promotion to the rank of Sergeant or assignment as Acting Sergeant.

### **Section 2.**

**Acting Sergeant:** Except as set forth in section 4 below, whenever a police officer is required to serve as a Sergeant, for a minimum of one (1) hour, he or she shall be compensated at an hourly rate that is 5% higher than the officer's regular rate of pay for each hour so worked.

### **Section 3.**

A sergeant who has successfully completed his or her promotional probationary period of one year may be demoted and returned to the position and classification held prior to the promotion upon a showing by the employer that said employee does not have the ability to remain in the higher classification. The employee may appeal his or her demotion within five working days to the City Manager, whose decision will be final and binding.

A sergeant who has successfully completed his or her promotional probationary period of one year, who as a result of discipline is demoted will be returned to the position and classification he or she held prior to the promotion, and said employee is entitled to the grievance procedure as provided in Article 9 of this Agreement

### **Section 4.**

Management may, solely at its discretion, assign officers to a Corporal or Detective rating. Selection of officers for these assignments and the duration of these assignments is solely determined by management. Employees so assigned will receive a rate of pay 5% higher than their regular rate of pay. Officers assigned as Corporal or Detective will receive no additional premium when required to serve as Acting Sergeant.

**ARTICLE 15**  
**SENIORITY AND REDUCTION-IN-FORCE**

Section 1. City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

A. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 2. Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted.

Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3. All new employees and newly promoted employees shall be placed on probation for the first year in the classification. The probationary periods shall be utilized to evaluate the employee's performance on the job and for dismissal of employees not meeting the required standards of performance. A probationary new employee may be discharged without right of appeal through the grievance procedure. A probationary promotional employee found to be unsatisfactory may will be returned to the position and status held prior to promotion without right of appeal through the grievance procedure.

Section 4. Employees shall lose their seniority as a result of the following:

- (A) Voluntary Termination
- (B) Retirement
- (C) Termination for Legitimate Reasons
- (D) Absent without authorized leave for three (3) consecutive working days
- (E) Failure to return from military leave within the time limits prescribed by law

Section 5. Layoff. The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment. Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification, the employee with the lowest identification number will be deemed to be the senior employee.

A. Sergeants shall have the option of accepting a layoff or being reduced in rank to patrolman.

B. Sergeants accepting a reduction in rank to patrolman shall retain full departmental seniority.

#### Section 6.

Recall. Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the Personnel Office.

If no indication to return to work is received from the employee or the employee indicates he cannot return to work at that time, he will be dropped from the recall lists and will be eligible for employment just like any other applicant.

- A. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- B. Sergeants reduced in rank under the provisions of this article shall retain recall rights to his former position over any eligibility list.
- C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.
- D. When recalled, an employee's classification seniority date shall remain the same.

#### Section 7.

Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

#### Section 8.

Employees shall become eligible for service award pins after five (5) years of continuous service.

#### Section 9.

In the event that the Treasure Island Police Department would be abolished and covered employees are not offered employment with the replacing agency, then Rule 7.4 (Separation Pay) of the City of Treasure Island Career Service System Manual would apply to employees covered by this Agreement

**ARTICLE 16  
INDEMNIFICATION**

Section 1. The City of Treasure Island shall defend all suits against members of the Police Department covered by this Agreement and to protect said members for any liability, as long as they are acting within the scope of their employment in the absence of gross negligence.

**ARTICLE 17  
MAINTENANCE OF CONDITIONS**

Section 1. Written rules, regulations, policies and procedures of the Police Department in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations of the Police Department and if they are not in direct conflict with any Articles or Sections of the Agreement.

Section 2. This Agreement shall take precedence over all written rules, regulations, policies or procedures in direct conflict with this Agreement.

Wages, benefits, hours, and working conditions for police officers and police sergeants are specified by this collective bargaining agreement and not by Chapters IV, V, and VII of the City's Career Service Manual.

Section 3. Nothing in this Agreement is to be construed to mean that employees covered by this Agreement may not receive benefits or rights greater than other City employees.

**ARTICLE 18  
SAFETY AND EQUIPMENT**

Section 1: The purpose of this Section is to eliminate from use any vehicle or equipment that is dangerous to the operator or the public. No employee covered by this Agreement shall be required to operate any vehicle or equipment in an unsafe operating condition.

However, the determination of whether a vehicle or piece of equipment is "unsafe" shall be made only by the Chief of Police, or his designee, or the City Manager. Otherwise, said vehicle or piece of equipment must continue to be operated by the employee.

Section 2: City shall provide a protective vest for each permanent employee covered by this Agreement. Vest shall be worn at all times while on duty unless specifically waived by the Chief through policy implementation.

**ARTICLE 19**  
**SAVINGS CLAUSE**

Section 1. If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of 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 PBA 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 20  
EMPLOYEE RIGHTS**

**SECTION 1**

Any investigation of any employee covered by this Agreement relative to a citizen's complaint and/or other matter of internal affairs investigation shall be conducted in compliance with Sections 112.532, 112.533, and 112.534, F.S.

**SECTION 2**

Any officer who is being interrogated under circumstances where the results of the interrogation could subject the officer to formal disciplinary action, shall have the right to have a PBA representative present as an observer only. Nothing herein shall be interpreted to excuse the officer from answering truthfully and fully all questions asked.

**ARTICLE 21  
WORK PERIOD AND OVERTIME**

Section 1. The work period shall consist of seven (7) days, forty (40) hours.

Section 2. The City will establish the hours of work best suited to meet the needs of the Department to provide superior service to the Community, but agrees that work schedules will not intentionally be changed or altered solely to avoid the payment of overtime.

Section 3. The work schedule shall be posted at least twenty eight (28) days in advance of the start of the new schedule, and may be changed by the Chief or his designated agent if necessary for operational reasons.

Section 4. Trading Times -

Trading time shall not be permitted when it results in additional scheduled overtime or leaves a shift without adequate supervision. Employees who wish to trade a scheduled shift shall submit a written request on a form supplied by the City, to the operations commander prior to the date such trade is proposed to occur. This form shall be signed by both employees.

All shift trades shall be completed or "paid back" within the current seven (7) day work period. (The current pay period that the trade is taking place in.)

Section 5. Overtime -

A) All hours actually worked (sweat hours) in excess of forty (40) hours in a seven (7) day period, including court duty time, shall be compensated at the rate of time and one half. Paid absences shall not be counted in the computation of overtime.

B) An on-duty officer will be assigned to work overtime on the upcoming shift (or portion thereof) for an officer unable and who fails to report for his/her scheduled tour of duty. If the on-duty supervisor decides it is not practical or appropriate to assign overtime to an on-duty officer, the supervisor will call back an officer who is off-duty and not scheduled to report for duty during the next two (2) shifts unless such officer is the only one available. Officers shall work overtime when required to do so.

Management maintains the right to select officers with unique or special skills to assignments requiring those skills.

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

D) No paid absences shall be counted in the computation of overtime. Except that un-worked City holidays for which an employee receives holiday pay will be considered as "hours worked" for the purpose of calculating eligibility for overtime pay for those employees who are scheduled a Monday through Friday workweek and forced to not work one of these regular scheduled workdays because it is a holiday.

Section 6. Call back -

When an employee is called back from off duty to return to duty he shall be guaranteed a minimum of ~~two (2)~~ three (3) hours of work; ~~two (2) hours pay for court.~~

Section 7. Off-Duty Court Time

Officers required to attend court in connection with their official duty during scheduled off-duty hours shall be compensated for all hours during which he or she attends as required. Pay shall be at the applicable rate of pay ( straight time or overtime).

The officer will be paid a minimum of ~~two (2)~~ three (3) hours pay for an off-duty court appearance except when the off-duty court appearance is contiguous with the beginning or ending of the employee's scheduled tour of duty. An officer will be paid a minimum of two (2) hours for State Attorney's investigations.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

Officers will not be required to be placed on standby time; however, whenever an officer is subpoenaed for court, he or she may arrange with the court to be placed on standby. Standby shall not be compensable by the City.

Witness fee and expenses paid by the court shall be retained by the officer.

Section 8

Compensatory time may be taken in lieu of overtime pay. Compensatory time may be accrued to a maximum of ~~forty (40)~~ eighty 80 hours. Comp time records will be maintained by the Personnel Department.

## **ARTICLE 22**

### **REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY**

An employee may be reimbursed for damage to personal property in the performance of his duty subject to the following restrictions:

- A. The maximum reimbursement for eye glasses, and/or hearing aids, shall be one-hundred fifty (\$150.00) dollars. Any workers' compensation benefit shall be signed over to the City. For a wrist watch, up to seventy-six (\$75.00) dollars.
- B. Request for reimbursement shall be made within the shift in which the damage occurs.
- C. Reimbursement shall be approved by the Chief of Police and City Manager.

**ARTICLE 23  
PAY PLAN**

Section 1:

A. Effective October 1, 2005, each employee's regular rate of pay will be increased by 3%.  
The Pay Plan for employees covered by this Agreement shall be as follows:

<u>Class</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Officer</u>	<u>\$18.03/hr</u> <u>(\$37,500)</u>	<u>\$27.89/hr</u> <u>(\$58,000)</u>
<u>Sergeant</u>	<u>\$23.08/hr</u> <u>(\$48,000)</u>	<u>\$31.25/hr</u> <u>(\$65,000)</u>

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; except that the minimum rate for Sergeant will be \$26.45/hr (\$55,000/ yr salary equivalent).

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 2006 to the above-referenced Consumer Price Index. 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.

Retention Bonuses

Those current covered employees who have at least one but less than six years service on September 30, 2005, and have been continuously employed by the city without a break in service will receive a retention/equity bonus in the amount of \$1,440.00 on each anniversary of this Agreement: September 30, 2006, September 30, 2007, and September 30, 2008. In the event of termination due to permanent layoff, this annual bonus would be paid pro-rata (less 1/12<sup>th</sup> for each month less than the full one year period)

The city reserves the right to initiate, without any further negotiation, a retention bonus program for future new hires wherein all newly hired officers who serve at least three years would receive a one-time retention bonus in an amount not to exceed \$3,600 on the third anniversary of their continuous service with the city.

**Section 2:**

Employees assigned as Detective or Corporal shall receive a premium of 5% above their regular rate of pay.

**Section 3:**

Employees whose rate of pay is less than the maximum for their class, shall, if performance is satisfactory, receive a five percent (5%) step increase each year on the anniversary date of their initial hire or promotion (or their adjusted annual performance date) until their rate reaches the maximum set for their class.

**Section 4**

Police Officers who are FTO certified will receive a premium of 5% above their assigned rate for hours that they are engaged in the field training of a new officer.

**ARTICLE 24**  
**UNIFORM MAINTENANCE ALLOWANCE**

Section 1. All employees covered by this Agreement shall receive a uniform maintenance allowance of ~~\$350.00~~ 450.00 a year to be paid in a lump sum on the first pay period in October. ~~This amount will be \$450.00 effective October 1, 2004~~

Section 2. Any employee assigned to Detective duty shall receive a clothing allowance of ~~\$400.00~~ 500.00 a year to be paid in a lump sum on the first pay period in October. ~~This amount will be \$500.00 effective October 1, 2004~~

Section 3. Only those individuals employed on October 1 of each year shall be entitled to this benefit.

**ARTICLE 25**  
**JURY DUTY**

Section 1. In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court, he shall be paid the difference between jury pay and his regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

Section 2. If any employee is called for Federal 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 Chief of Police with proof of jury duty service before compensation is approved.

**ARTICLE 26**  
**PERSONNEL RECORDS**

Section 1. The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his city or department personnel file/record.

Section 2. A letter/memo which is initiated by the employer should be initialed by the employee concerned prior to placement in the employee's file/record to indicate it was seen by the employee. The employee, at his option, may, within 60 days, file a concise and dispassionate response to such document which shall also be placed in the employee's personnel file.

Section 3. Complimentary letters received by the employer will be placed in the record/file of the employee concerned.

## ARTICLE 27 SUBSTANCE TESTING

In the interest of officer 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. The union will not arbitrate disciplinary actions taken by management because of a positive test result for drugs or alcohol in accord with this Article.

### *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/ml)	GC/MS Confirmatory Test Level (Ng/ml)
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 of 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.

**ARTICLE 28**  
**RETIREMENT PLAN**

Section 1:

Employees covered by this Agreement shall be participants in the Florida Retirement System.

Section 2:

The City will continue to make available a 457 deferred compensation plan.

## **ARTICLE 29**

### **EDUCATIONAL ASSISTANCE**

#### **Section 1 Education Expense Reimbursement**

The City will reimburse full time employees for tuition, registration fees, required lab fees, required textbooks, if the following requirements are met:

- (1) Full time employee with at least one year of continuous service
- (2) The course or the curriculum of which it is a part must be related to the employee's position or be contributory to the potential long range value of the employee to the City.
- (3) Application for education expense reimbursement must be filed with the Personnel Director prior to enrollment in the course. The employee will explain in writing how the course or curriculum he or she plans to enroll in is related to the employee's current position held, future positions available at the City, or other value to the City. The employee will provide an estimate of the total reimbursable costs for which he or she is applying. If approved, the estimated amount will be budgeted.
- (4) The Personnel Director shall review all applications and make recommendations to the City Manager. If approved by the City Manager and included in the final City budget, employees will be notified in writing.
- (5) The employee must successfully complete the course with a final grade of "C" or better.
- (6) The employee must submit receipts for expenses and evidence of the final grade to the Personnel Department within sixty days after successful completion of an approved course. The City will then reimburse up to 100% of the actual reimbursable expenses.
- (7) There will be no duplicate payments for the same course. The amount of any course expenses that are reimbursed through some other source, including state or federal statute, county ordinance, etc., will be deducted from amount paid to the employee under this rule.

#### **Section 2 Course Completion Bonus**

A one-time bonus will be paid to a full-time employee upon successful completion with a grade of "A" or "B" of a course approved pursuant to the above Section 1. 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 received a "B" for the course.

### Section 3      Incentive Payments for Earned Degrees

Employees will receive an educational incentive payment for degrees earned while the employee is in the classified service of the City. A \$300 educational pay increase will be paid each year for each level of degree (Associates, Bachelors, Masters, and Doctorate) earned that is beyond the level of degree required for the employee's current position. One-twelfth of the amount will be paid each month.

Requirements to receive this educational incentive payment are as follows:

- (1) The degree must be related to the employee's current position held, future positions available at the City, or have other value to the City as determined by the City Manager.
- (2) The degree must be more advanced than what is required for the employee's current position.
- (3) Full-time employee with at least one year of continuous service.
- (4) There will be no duplicate payment for the same degree. If the degree is reimbursable through some other source, including state or federal statute, county ordinance, etc., then this provision of the City's educational incentive plan do not apply.

**ARTICLE 30  
INSURANCE**

Section 1:

The City agrees to keep in effect for the duration of this agreement, a long-term disability/income protection group insurance policy, to provide a maximum monthly benefit of 50% of salary.

Section 2:

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

Section 3:

The City ~~may, exclusively at management's option, improve upon existing employee benefits over the term of this agreement and~~ agrees to negotiate the impact of any medical insurance program changes with the union prior to implementation.

**ARTICLE 31  
PERMIT ASSIGNMENT**

Section 1.

Permit assignment duty shall be defined as: a regular Police Officer performing police type functions, by assignment through the department, during his or her normal off-duty hours on a voluntary basis.

Section 2.

All permit assignment opportunities shall be assigned in accord with written Police Department policy.

Section 3.

While on permit assignment duty, the officer will be under the direct control and supervision of the Police Department and shall only perform functions that are considered normal police business.

Section 4.

The officer shall be in regular Police Department uniform and shall make an official police record of all incidents occurring that require his or her action.

Section 5.

All authorized and approved permit assignment duty performed shall be paid at one and one-half times the officer's regular hourly rate. ~~an hourly rate of twenty-two dollars (\$22.00) per hour.~~ The City will charge a fee to cover additional actual costs (including FRS, FICA, and Workers' Comp) and administrative costs. ~~The parties will meet and confer prior to October 2004 to review the amount paid for permit assignment and~~ may make any adjustment to the rate paid to officers under this article that the parties may mutually agree to in writing.

**ARTICLE 32**  
**CREDIT UNION**

All full time employees may become members of a credit union. Credit Union deductions from the employee's paycheck will be made in accord with the employee's written authorization subject to credit union approval.

**ARTICLE 33**  
**SERVICE BONUS**

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

**ARTICLE 34**  
**VEHICLES**

Section 1

The City, at its option, may provide City-owned vehicles to Police Officers for travel between TIPD and their residences as well as other police business.

Section 2

Vehicle assignments and rules governing such vehicle use shall be at the discretion of the Police Chief and shall not be ~~grievable~~ grieved.

**ARTICLE 35  
DURATION**

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

CITY OF TREASURE ISLAND, FL

PINELLAS COUNTY POLICE  
BENEVOLENT ASSOCIATION

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
EXECUTIVE DIRECTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_



**CITY OF TREASURE ISLAND  
AGENDA COVER MEMORANDUM**

Agenda Item #: *F 7*  
Meeting Date: 9/27/05

**SUBJECT: NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)**

**RECOMMENDATION: ADOPTION OF NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)**

**SUMMARY:**

President Bush issued Homeland Security Presidential Directive HSP-5, *Management of Domestic Incidents*, on February 28, 2003, directing the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). The purpose of NIMS is to provide a consistent nationwide approach allowing all levels of government to work effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents. All responders at all levels use the same organizational structures, terminology, procedures and systems all the time to achieve interoperability among jurisdictions and disciplines. The success of operations will depend on the ability to mobilize and effectively utilize multiple outside resources. These resources must come together in an organizational framework that is understood by everyone and must utilize a common plan, as specified through a process of incident action planning.

HSPD-5 and NIMS require all federal departments and agencies makes local adoption of NIMS a condition for federal preparedness assistance beginning in FY2006 and failure to adopt NIMS may preclude reimbursement to local entities for costs expended during and after a declared emergency or disaster or for training and preparation for disasters or emergencies.

<b>Reviewed by:</b> _____ Legal _____ Finance _____ Personnel _____ Public Works _____ Community Imp _____ Recreation _____ Police <u>XX</u> Fire	<b>Originating Dept:</b> FIRE	<b>Costs:</b> Total
	<b>User Dept:</b> ALL	
	<b>Attachments:</b> <input type="checkbox"/> Resolution	<b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
<b>Submitted by:</b> Charles Fant, Fire Chief	<b>Appropriation Code:</b>	

**RESOLUTION NO. 05-**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF TREASURE ISLAND ADOPTING THE  
NATIONAL INCIDENT MANAGEMENT SYSTEM  
(NIMS)**

WHEREAS, President Bush issued Homeland Security Presidential Directive (HSPD-5) *Management of Domestic Incidents*, on February 28, 2003, directing the Secretary of Homeland Security to develop, submit for review to the Homeland Security Council, and administer a National Incident Management System (NIMS); and

WHEREAS, NIMS will provide a consistent nationwide approach allowing federal, state, local, and tribal governments to work effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents; and

WHEREAS, the Department of Homeland Security has sought extensive input on NIMS from state, local, and tribal officials, the emergency response community, and the private sector and has incorporated the best practices currently in use by incident managers; and

WHEREAS, effective homeland security incident management involves new concepts, processes and protocols that will require refinement over time; thus the collective input and guidance from all homeland security partners has been, and will continue to be, vital to the further development of an effective and comprehensive national incident management system; and

WHEREAS, NIMS was published by the Department of Homeland Security on March 1, 2004; and

WHEREAS, HSPD-5 and NIMS require all federal departments and agencies to adopt NIMS and use it in domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, as well as to assist, state, local, or tribal entities; and

WHEREAS, HSPD-5 and NIMS require federal departments and agencies to make, state, tribal and local organizations adopt NIMS as a condition for federal preparedness assistance beginning in federal FY 2006; and

WHEREAS, failure to adopt NIMS as the requisite emergency management system may preclude reimbursement to the state, local to tribal entity for costs expended during and after a declared emergency or disaster or for training and preparation for such disasters and emergencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND AS FOLLOWS:

SECTION 1: That all departments of Treasure Island shall utilize the National Incident Management System (NIMS) prescribed by the Department of Homeland Security.

Res. No 05-

SECTION 2: That the City of Treasure Island directs all departments to train the appropriate personnel on the NIMS and the Incident Command System (ICS) and to maintain a current City of Treasure Island Integrated Emergency Management Plan.

SECTION 3: That the City of Treasure Island assesses its compliance with NIMS using the Department of Homeland Security NIMSCAST assessment tool prior to September 30, 2005, and develop an implementation plan for compliance to be achieved on or before September 30, 2006.

SECTION 4: This resolution shall be effective immediately upon its adoption.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida sitting on the 27<sup>th</sup> day of September, 2005 by Commissioner who moved its adoption, was seconded by Commissioner and upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT OR ABSTAINING:**

---

Mary H. Maloof, Mayor

ATTEST:

---

Jennifer Nye, Deputy City Clerk



**CITY OF TREASURE ISLAND  
AGENDA COVER MEMORANDUM**

Agenda Item #: *F 8*  
Meeting Date: 09-27-05

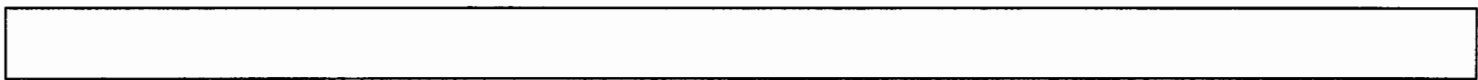
**SUBJECT: Donation to Neighborly Care Network**

**RECOMMENDATION: Pass Resolution Donating \$3,000 to the Neighborly Care Network**

**SUMMARY:**

The Neighborly Care Network (formerly called – Neighborly Senior Services, Inc.) is a private not-for-profit agency servicing our elderly citizens throughout the Tampa Bay area.

Each year this organization solicits each community for a donation to continue providing services to our elderly citizens. This year Neighborly Care Network is requesting that Treasure Island donate \$3,000. A resolution has been prepared authorizing a donation of \$3,000 from the 2005-06 FY Budget.



<b>Reviewed by:</b> <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	<b>Originating Dept:</b> Administration	<b>Costs: \$3,000</b>  Total \$3,000
	<b>User Dept:</b> Administration	
	<b>Submitted by:</b> Administration	<b>Attachments:</b>  <input checked="" type="checkbox"/> Resolution Correspondence from the Neighborly Care Network
		<b>Appropriation Code:</b>

**RESOLUTION NO. 05-**

**A RESOLUTION AUTHORIZING THE  
DONATION OF \$3,000 TO NEIGHBORLY  
CARE NETWORK FOR THE 2005-06  
FISCAL YEAR.**

**WHEREAS**, Neighborly Care Network is a private non-profit social service agency providing multiple services within the City of Treasure Island and Pinellas County, in general; and

**WHEREAS**, in the past, the City Commission has provided donations to Neighborly Care Network for its operation and particularly the operations conducted within the City of Treasure Island; and

**WHEREAS**, the City Commission desires to continue said policy and has received a request for donations from said organization.

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

To authorize the City Administration to provide its FY 2005-06 donation to Neighborly Care Network in the amount of \$3,000.

The foregoing Resolution was offered during the regular session of the City Commission of the City of Treasure Island, Florida, sitting on the 27<sup>th</sup> day of September 2005, by Commissioner who moved its adoption and seconded by Commissioner. Upon roll call, the vote was:

YEAS:

NAYS:

ABSENT:

\_\_\_\_\_  
Mary H. Maloof, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Nye, Deputy City Clerk



*neighborly*  
CARE NETWORK

August 8, 2005

Mayor Mary Maloof  
City of Treasure Island  
120 108th Ave.  
Treasure Island, Florida 33706-4794

Dear Mayor Maloof:

Neighborly Care Network (formerly Neighborly Senior Services, Inc.) is a private not-for-profit agency of dedicated staff and volunteers providing people with home and community-based services that help them live in their own homes with independence and dignity.

Currently, Neighborly serves approximately 32 clients who reside in the City of Treasure Island. In addition, we have over 13 Treasure Island residents that utilize our not for profit pharmacies.

We need the support of the City of Treasure Island to ensure continuation of these services provided by Neighborly Care Network to the elderly and homebound in your community. We ask that your community provide funds to Neighborly so that we may continue to earn the grant moneys necessary to provide services to your residents. We urge you to share in the responsibility and cost of providing essential services to the vulnerable senior population of your community.

Please let me know if I can be of any assistance to you and/or meet with you to discuss your support for the residents of Treasure Island. I look forward to working with you and can be reached at (727) 573-9444 ext. 271 or by e-mail at [mrhn@neighborly.org](mailto:mrhn@neighborly.org).

Sincerely,

Michelle Rahn  
Chief Financial Officer

/jw  
Enclosures

*Continue the caring – Please leave Neighborly in your will*

12425 28TH STREET NORTH | SUITE 200 | ST. PETERSBURG, FLORIDA 33716 | *ph* 727-573-9444 | *fax* 727-572-8214 | *web* [www.neighborly.org](http://www.neighborly.org)  
*Manatee Office* | 4140 20TH STREET WEST | BRADENTON, FLORIDA 34205 | *ph* 941-758-9969 | *fax* 941-758-9868

*Health, Wellness and Independent Living*

*Funding Sources*



**NEIGHBORLY CARE NETWORK  
2005/2006 APPLICATION FOR FUNDING  
TO  
THE CITY OF TREASURE ISLAND**

**BACKGROUND/HISTORY**

Neighborly Care Network (formerly Neighborly Senior Services, Inc.) is a private not-for-profit agency chartered in 1966 under the laws of the State of Florida and is tax exempt under Section 501 (c) (3) of the Internal Revenue Code. After conducting a needs assessment of the elderly in 1967, Neighborly began delivering its first services to Pinellas County seniors in 1968 through its Meals on Wheels and Adult Day Care programs. The agency opened the Group Dining Program in 1973 and Transportation in 1977. Since 1980, Neighborly provided a system of care which not only included those services listed, but other home and community based services under the state's Community Care for the Elderly (CCE) program.

Neighborly currently has 6 separate programs which include: Group Dining at 13 sites, Meals on Wheels on 132 routes, 4 adult day care centers, 36 vehicles providing transportation services daily, home health care to Medicare clients and two non-profit pharmacies that provide prescription medications to seniors at cost.

**SUCCESS OF NOT-FOR-PROFIT PHARMACY**

Recognizing the growing dilemma of seniors choosing between medication and food, Neighborly was determined to find an innovative solution. On January 1, 2004, Neighborly opened the first non-profit pharmacy in the state. In response to the enormous demand, a second pharmacy was opened a few months later to serve the southern cities in Pinellas County. Neighborly's pharmacies assist seniors by providing medications at cost thereby alleviating the difficult decision of choosing one commodity over the other. Our goal for the program is to provide a cost effective pharmacy alternative to uninsured, Medicare or Medicaid elder residents in order to prevent admission to nursing home facilities. The benefits to our clients are plentiful and include: a reduced drug cost, ability to remain in home longer, professional counseling by our Board Certified Pharmacist, a one-stop shop for all medications, assistance with applications for Indigent Drug Programs (IDP), free home delivery service in Pinellas County and an alternative to using the Canadian pharmacies.

These programs and approximately 200 dedicated staff are augmented by over 2,000 volunteers, most notably the 1,200 volunteers in the Meals on Wheels program. Neighborly actively pursues all available funding, including the submission of proposals to all Pinellas County municipalities and appropriate foundations, and conducts fundraising activities, including special events, direct mail, annual membership drives and planned giving programs.

## **MISSION STATEMENT**

Neighborhood Care Network strives to improve health, wellness and independent living for individuals and families.

## **VISION STATEMENT**

Neighborhood is a pioneer of innovative quality solutions that enhance our customers' way of life. We are a leader in providing superior health, home and community-based services, education, consultation and support for wellness and self-directed care.

## **NEIGHBORLY CARE NETWORK BOARD OF DIRECTORS**

Neighborhood Care Network is governed by a volunteer Board of Directors composed of professional and lay Pinellas County residents who have a deep concern for the problems of the elderly and handicapped in Pinellas County. A list of the members of the Neighborhood Board of Directors follows:

*Thomas Stepanovsky, Jr., Chair*  
*James Gillespie, Vice Chair*  
*Kimberly G. Jackson, Secretary*  
*Elizabeth D. Collins, Treasurer*  
*Roderic A. Johnson, Immediate Past Chair*

### ***Members***

William E. Hale, M.D.  
Eugene J. Markham  
Weston (Wes) Engram  
Gershom Faulkner  
Sandra W. Pepicello, Ph.D.

### ***Honorary Board Members***

The Honorable Michael Bilirakis  
Mrs. Ruth Eckerd  
The Honorable Bill Young  
John Wilson, WTVT-TV Channel 13

## **NEIGHBORLY TYPICAL CLIENT**

The typical Neighborhood client is a female, 81 years of age, living alone or with a disabled spouse or sibling, and with \$700 income per month. Common health problems include a heart condition, arthritis and difficulties with vision. Usually, this typical client is unable to leave home without the assistance of an escort and/or walker or wheelchair. Worst of all, the client is forced to choose between food and medicine.

## **FUNDING REQUESTED FROM THE CITY OF TREASURE ISLAND**

Attached is a spreadsheet documenting services Neighborhood provided to your residents during 2004. The first column displays the type of service received. The second column lists the total number of units (number of hours, meals, trips, etc.) provided. The third column displays the total number of clients that received those units of service. The fourth column details the unit cost Neighborhood incurred providing these services; and the fifth and final column reveals the total value of services received. For

comparison, the lower portion of the spreadsheet details the entire County's utilization of Neighborly's services.

Neighborly Care Network receives its primary source of funding through Title III of the Older Americans Act. This funding requires that Neighborly provide local matching funds on a 90%/10% basis; i.e., for every nine dollars of federal funds received, Neighborly must raise one dollar of local matching funds.

Neighborly provided multiple services to Treasure Island residents in 2004; therefore, we request the financial support of your community during the 2005/2006 fiscal year to ensure the continuation of these vital services that are designed to meet the basic needs of your most vulnerable elderly and disabled residents. We are requesting that you consider supporting the residents of your community with an appropriation of \$3,000 to be used as either local matching funds or a direct contribution to provide services to additional seniors.

Neighborly Care Network hereby certifies that all moneys received from Treasure Island will be utilized exclusively for the benefit of Treasure Island residents.

**Neighborhood Care Network  
Municipal Service Utilization Report  
January 1, 2004 thru December 31, 2004**

<b>Treasure Island</b>				
<i>Service Code</i>	<i>Total Units</i>	<i>Client Count</i>	<i>Cost per svc.</i>	<i>Total Cost</i>
Adult Day Care	756	2	\$ 12.72	\$ 9,616.32
Counseling-Nutrition	5.5	4	\$ 57.75	\$ 317.63
Home Health Aide	0	0	\$ 40.17	\$ -
Meals	3,237.00	23	\$ 5.83	\$ 18,871.71
Medical Social Worker	0	0	\$ 79.27	\$ -
Nursing Services	0	0	\$ 121.62	\$ -
Occupational Therapy	0	0	\$ 46.02	\$ -
Personal Care	0	0	\$ 20.21	\$ -
Physical Therapy	0	0	\$ 91.49	\$ -
Risk Reduction-Nutrition	0	0	\$ 57.75	\$ -
Speech Therapy	0	0	\$ 46.02	\$ -
Transportation	11	3	\$ 11.00	\$ 121.00
<b>Totals</b>	<b>4,009.50</b>	<b>32</b>		<b>\$ 28,926.66</b>
<b>Pinellas County</b>				
<i>Service Code</i>	<i>Total Units</i>	<i>Client Count</i>	<i>Cost per svc.</i>	<i>Total Cost</i>
Adult Day Care	198,808.00	380	\$ 12.72	\$ 2,528,837.76
Counseling-Nutrition	522.00	356	\$ 57.75	\$ 30,145.50
Home Health Aide	19.00	1.00	\$ 40.17	\$ 763.23
Meals	566,750.00	4,395.00	\$ 5.83	\$ 3,304,152.50
Medical Social Worker	4.00	1.00	\$ 79.27	\$ 317.08
Nursing Services	25.00	2.00	\$ 121.62	\$ 3,040.50
Occupational Therapy	0.00	0.00	\$ 46.02	\$ -
Personal Care	0.00	0.00	\$ 20.21	\$ -
Physical Therapy	14.00	1	\$ 91.49	\$ 1,280.86
Risk Reduction-Nutrition	46.50	11	\$ 57.75	\$ 2,685.38
Speech Therapy	0	0	\$ 46.02	\$ -
Transportation	148,282.00	2304	\$ 11.00	\$ 1,631,102.00
<b>Totals</b>	<b>914,470.50</b>			<b>\$ 7,502,324.81</b>



# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: **F-9**  
Meeting Date: 09/27/05

**SUBJECT:** City Commission Meeting Dates

**RECOMMENDATION:** Schedule City Commission Meeting Dates for the First and Third Tuesday of each month starting at 6:00 P.M. for a trial period of three months beginning in November 2005.

## SUMMARY:

At the September 20, 2005 workshop meeting, the City Commission discussed alternatives to the current schedule of meeting four times per month. The direction of the Commission was to modify the current schedule to an alternative that would have the City Commission conduct regular and workshop meetings on the first and third Tuesdays of each month. This would be done on a trial basis for a three month period beginning in November 2005. The meetings would also start at 6:00 p.m.

The order of the agendas would be for the Commission to conduct a regular meeting first followed by a workshop meeting. The regular meeting items would be from the preceding meeting's workshop agenda. At the workshop agenda the Commission may choose to place routine items on a consent agenda for the regular meeting. This would be determined on an item by item basis. At the regular meeting any member of the Commission, any citizen or administration may "pull" any item from a consent agenda for individual discussion and action.

The Rules of Procedure define the Commission meeting dates for regular and workshop meetings and also include when Commission materials are due to the Commission and public. Rather than permanently make changes in the Rules of Procedure at this time, the attached resolution provides a three month period of adjusted meeting dates and deadlines. If after three months the Commission wishes to make this action permanent, the Rules of Procedure would be amended by City Commission action.

<b>Reviewed by:</b> ____ Legal ____ Finance ____ Personnel ____ Public Works ____ Community Imp ____ Recreation ____ Police ____ Fire	<b>Originating Dept:</b>	<b>Costs:</b>  Total
	<b>User Dept:</b>	
	<b>Attachments:</b>  <input type="checkbox"/> Resolution	<b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
<b>Submitted by:</b> Ralph Stone, City Manager		<b>Appropriation Code:</b>

**RESOLUTION NO. 05-**

**A RESOLUTION OF THE CITY OF TREASURE ISLAND CITY COMMISSION ESTABLISHING AN INTERIM SCHEDULE OF REGULAR AND WORKSHOP MEETINGS AND ESTABLISHING AN INTERIM SCHEDULE FOR THE PREPARATION OF ITEMS FOR THE WORKSHOP AND REGULAR AGENDA.**

**Whereas**, the City Commission has reviewed alternatives for the meeting dates and agenda material preparation deadlines for the regular and workshop meetings of the City Commissions; and

**Whereas**, the City Commission has discussed the alternative of starting the regular and workshop meetings at 6 P.M. rather than 7 P.M.; and

**Whereas**, the City Commission has discussed utilizing an alternative schedule for a period of three months beginning in November 2005; and

**Whereas**, the City Commission discussed the option of utilizing a consent agenda.

**Now Therefore the City Commission of the City of Treasure Island does resolve:**

1. That the City Commission approves an alternative meeting schedule that would result in conducting regular and workshop meetings on the first and third Tuesdays of each month, beginning at 6 P.M. for a trail period of three months beginning in November 2005.
2. The City Commission also approves the temporary adjustment of the City Commission Rules of Procedure to allow the aforementioned adjustments for a period of three months beginning in November 2005.
3. The City Commission, at its discretion, may utilize a consent agenda for routine items in conjunction with the regular meeting.
4. That this resolution will become effective immediately upon adoption.

The foregoing Resolution was offered during the regular session of the City Commission of the City of Treasure Island, Florida, sitting on the 27<sup>th</sup> day of September 2005, by Commissioner who moved it adoption and seconded by Commissioner. Upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Mary H. Maloof, Mayor

\_\_\_\_\_  
Jennifer Nye, Deputy City Clerk



## CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: *FID*

Meeting Date: 9/27/05

**SUBJECT:** Request for use of the beach behind the Thunderbird Hotel on October 14, 2005 for a stunt demonstration by Topher Morrison, Inc.

**RECOMMENDATION:** To grant permission to Topher Morrison, Inc. to use the beach provided the following requirements are adhered for the event.

**SUMMARY:** I received a request from Topher Morrison, Inc. to use the beach behind the Thunderbird Hotel on October 14, 2005 for a stunt demonstration as part of a personal development seminar. I have attached a copy of the site plan and letter of request for review.

I am suggesting the following recommendations and requirements for the Commission to consider before approving the event.

- 1) Commission approval will be required to hold the event on the beach
- 2) The City shall require a \$1,000,000 liability policy naming the City of Treasure Island as additional insured. A copy of the Certificate of Liability must be on file in the Recreation Department prior to the event.
- 3) Topher Morrison, Inc. should be required to hire an off-duty Police Officer for the duration of the event. Topher Morrison, Inc. should contact Acting Police Chief Tim Casey to make the necessary arrangements. Topher Morrison, Inc. would be required to pay the applicable fees for hiring an off-duty officer.

**CONTINUED ON PAGE 2**

<b>Reviewed by:</b>  ____ Legal ____ Finance ____ Personnel <input checked="" type="checkbox"/> Public Works <input checked="" type="checkbox"/> Community Imp ____ Recreation ____ Police ____ Fire	<b>Originating Dept:</b> Recreation Department	<b>Costs:</b>  Total:  Current Fiscal Year:
	<b>User Dept:</b> Recreation	<b>Funding Source:</b>  <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
	<b>Attachments:</b> Site Plan Request for Appearance <input type="checkbox"/> None	<b>Appropriation Code:</b>
<b>Submitted by:</b> Cathy Hayduke Recreation Director		

- 5) **Topher Morrison, Inc. will be required to submit a copy of the site plan and event details to Rick Raus, Public Works Superintendent, for approval from the Florida Department of Environmental Protection to hold the event on the beach.**
- 6) **Topher Morrison, Inc. will need to meet with Lynn Rosetti, City Planner, to discuss the use of airbags and scaffolding that will be used during the event, which may require a permit. Topher Morrison, Inc. will be responsible for obtaining all permits and paying the necessary fees for the permits.**
- 7) **Event organizers would be responsible for keeping the tournament area clean and free from trash.**
- 8) **Topher Morrison, Inc. will be responsible for abiding by all City Ordinances.**

**Topher Morrison, Inc. has received a copy of this memorandum.**

**RESOLUTION NO. 05-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND GRANTING PERMISSION TO MR. TOPHER MORRISON (TOPHER MORRISON, INC.) TO USE THE PUBLIC BEACH BEHIND THE THUNDERBIRD HOTEL ON OCTOBER 14, 2005, FOR A STUNT DEMONSTRATION BY MR. MORRISON WITH SPECIFIC RECOMMENDATION AND PROVISIONS.**

**WHEREAS**, the City has received a request from Mr. Topher Morrison (Topher Morrison, Inc.) to use the public beach behind the Thunderbird Hotel on October 14, 2005, for a stunt demonstration; and

**WHEREAS**, this demonstration is part of a personal development seminar; and

**WHEREAS**, the City recommends the commission grant permission to Mr. Topher Morrison with specific recommendations and provisions.

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

To grant permission to Mr. Topher Morrison (Topher Morrison, Inc.) to use the public beach behind the Thunderbird Hotel on October 14, 2005, for a stunt demonstration by Mr. Morrison with the following recommendations and provisions.

1. The City shall require a \$1,000,000 liability policy naming the City of Treasure Island as additional insured. A copy of the Certificate of Liability must be on file in the Recreation Department prior to the event.
2. Topher Morrison, Inc. is required to hire off-duty police officers for the duration of the event. Topher Morrison, Inc. should contact Acting Police Chief Tim Casey to make the necessary arrangements. Topher Morrison, Inc. is required to pay the applicable fees for hiring off-duty police officers
3. Topher Morrison, Inc. will be responsible for submitting a copy of the site plan and event details to Rick Raus, Assistant Public Works Director, for approval from the Florida Department of Environmental Protection to hold the event on the beach.
4. Topher Morrison, Inc. shall meet with Lynn Rosetti, City Planner, to discuss the use of airbags and scaffolding that will be used during the event, which would require a permit. Mr. Morrison will be responsible for obtaining all permits and paying the necessary fees for the permits.

5. Event organizers would be responsible for keeping the tournament area clean and free from trash. Ajax America will be responsible for the beach cleanup following the event.
6. Topher Morrison, Inc. will be responsible for abiding by all City Ordinances.

The foregoing Resolution was offered during Regular Session of the City Commission of the City of Treasure Island, Florida, sitting on the 27<sup>th</sup> day of September 2005, by Commissioner who moved its adoption; was seconded by Commissioner and upon roll call, the vote was:

**YEAS:**

**NAYS:**

**ABSENT:**

---

Mary Maloof, Mayor

ATTEST:

---

Jennifer Nye, Deputy City Clerk



September 20, 2005

Topher Morrison, Inc respectfully requests permission to use an area of beach in front of the Thunderbird Hotel, located at 10700 Gulf Blvd, Treasure Island, FL 33706.

On the day of October 14th, 2005, a 20ft x 20ft area of beach will be needed to perform a stunt demonstration by Topher Morrison and approximately 20 additional people who are attending a personal development seminar at the Thunderbird Beach Hotel. The purpose of this event is a physical metaphor for the participants to overcome their fears. This will be under the supervision of a professional stunt co-coordinator who has over 25 years of rigging experience.

No disruption to the environment or beach will occur in any way.

Steve West from F.D.E.P. has informed us that the location of the event will not harm or endanger and flora or fauna of Treasure Island, and is willing to issue a permit once we have the other permits in place from the city. Great care will be taken to ensure that no turtle nests are harmed or interfered with. The proposed sight is nowhere near any of their nesting sights. (Sight Plan sketch is attached)

The equipment to be used will consist of:

### **1 Stunt Airbag**

- 15'x 20'x 8'
- Total weight 180lbs
- 2 fans, each weighing 50lbs
- Approximate weight per square foot = 0.6lbs
- rated to support a jump from 70 feet.

Great care is also being taken into the safety of the participants jumping from the scaffolding. The jump will be only 25 feet but we are using an airbag rated for much higher levels (70 feet). In addition, Topher Morrison, Inc. is ensured with a \$3 Million dollar liability policy, and all participants will be signing a release of liability form drafted by Maney & Gordon, Attorneys at Law, Tampa Florida.



## **Scaffolding**

- 25' x 7' x 10'
- Footprint is 70 square feet
- Total weight approximately 700 pounds (dispersed = 10lbs per square foot)

This event will require setup the morning of the 14<sup>th</sup>, and then teardown that evening. All activities will be finished by the end of day.

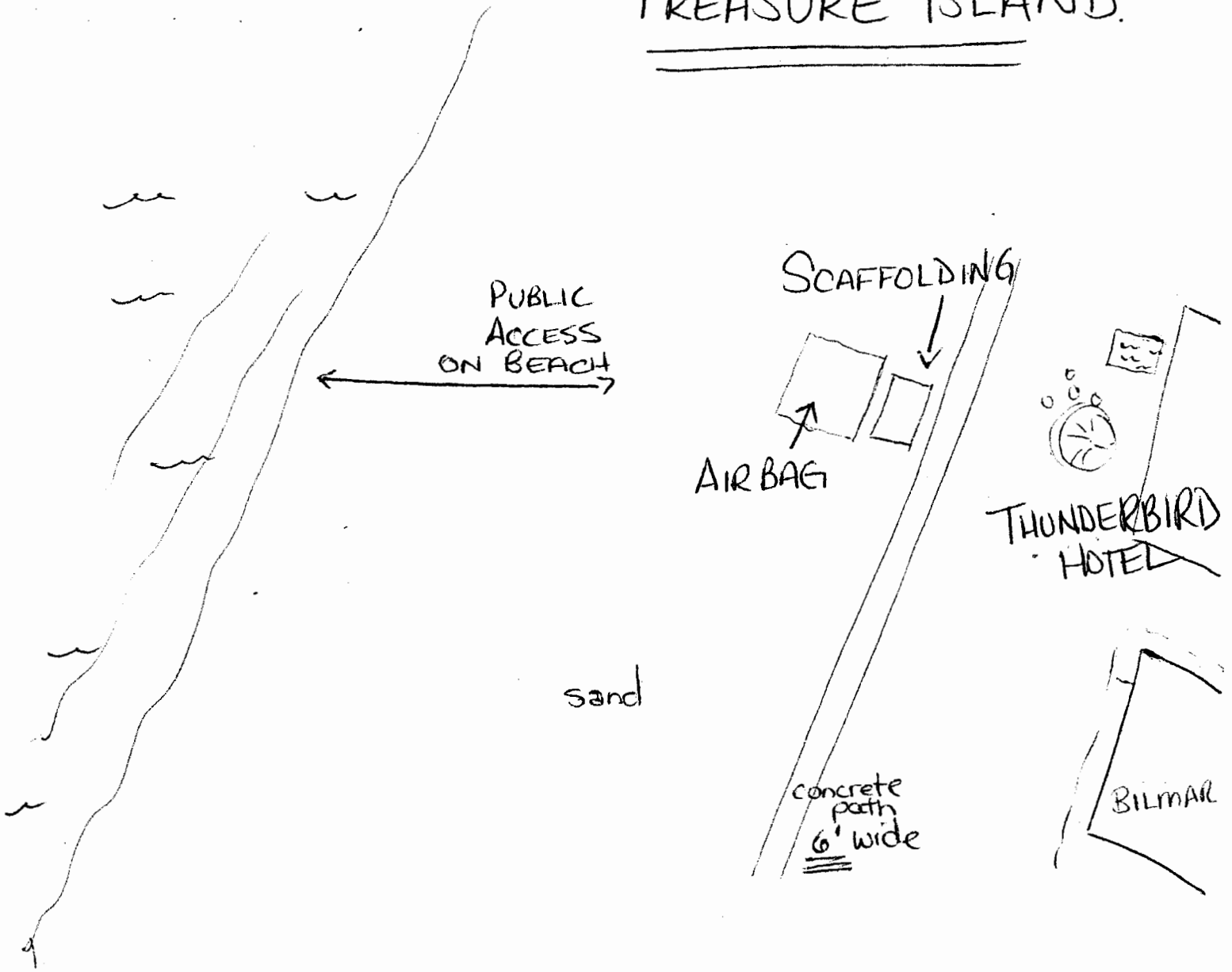
Due to the short time constraints, we respectfully request this application for permit be placed on the agenda for action at the next city commissioners - planning meeting on the 27<sup>th</sup> of September, 2005

# Site Plan For Oct. 14/05

- Topher Morrison Inc.  
(813) 258-4372



## TREASURE ISLAND.





# CITY OF TREASURE ISLAND AGENDA COVER MEMORANDUM

Agenda Item #: F 11  
Meeting Date: 9/27/05

**SUBJECT: EQUIPMENT DONATION BY TREASURE ISLAND VOLUNTEER FIRE DEPT.**  
**RECOMMENDATION: ACCEPT DONATION OF EQUIPMENT TO FIRE DEPT.**

## SUMMARY:

At the September business meeting of the Treasure Island Volunteer Fire Department, the group approved the purchase of the following equipment for the Fire Department:

- 13 personal flotation devices (PFD) for water rescue emergencies (carried on vehicles)
- 4 inflatable PFD for personnel use when responding in Police boat
- Water vacuum for salvage use
- Upgrade flashlights for all personnel
- Equipment and supplies needed for disaster deployment

Total estimated cost of equipment and supplies is \$8,500.

This donation is possible as a result of the annual fund drives conducted by the Treasure Island Volunteer Fire Department. Request approval to accept this generous donation and acknowledge the volunteers and community for their continued support.

<b>Reviewed by:</b> <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 checked="" type="checkbox"/> Fire	<b>Originating Dept:</b> FIRE	<b>Costs:</b> Total NONE
	<b>User Dept:</b> FIRE	
	<b>Attachments:</b> <input type="checkbox"/> None	<b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other
<b>Submitted by:</b> Charles J. Fant, Fire Chief		<b>Appropriation Code:</b>

## MOTION FOR ACCEPTANCE OF DONATION

Motion was made by Commissioner      and seconded by Commissioner  
to accept the donation from the Treasure Island Volunteer Fire Department for  
the following equipment:

13 Personal flotation devices (PFD) for water rescue emergencies  
(carried on vehicles

4 inflatable PFD for personnel use when responding in Police boat

Water Vacuum for salvage use

Upgrade flashlights for all personnel

Equipment and supplies needed for disaster deployment

*The total value of the equipment and supplies is \$8,500.*

This motion was offered during the regular session of the City Commission  
of the City of Treasure Island, Florida, sitting on the 27<sup>th</sup> day of September 2005.

Upon roll call, the vote was:

The Mayor is requested to send a thank you letter to the Treasure Island  
Volunteer Fire Department for this most generous donation and continued  
support.