

**AGENDA
TOWN OF BELLEAIR
JANUARY 21, 2014
6:30 PM**

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then step to the podium and state your name and address. We also ask that you please turn-off all cell phones.

PLEDGE OF ALLEGIANCE

COMMISSIONER ROLL CALL

SCHEDULED PUBLIC HEARINGS

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purposes, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

1. Second And Final Reading - Ordinance No. 492 - Vacating Right Of Way At 303 Sunny Lane

Ordinance To be distributed

Documents: [SUMMARY ORDINANCE NO. 492..PDF](#)

2. First Reading - Ordinance No. 490 - Amending The Comprehensive Plan

Documents: [COMP PLAN2.PDF](#), [490 - COMP. PLAN CHANGES - FUTURE LAND USE ELEMENT.PDF](#)

3. First Reading - Ordinance 491 - Amending The Land Development Code

Documents: [ORDINANCE 491.PDF](#), [491 REV1 - DISTRICT AMENDMENT.PDF](#)

4. Request For Variance - 1357 Pinellas Rd. - Brand Shank

Documents: [SUMMARY REQUEST FOR VARIANCE - SHANK.PDF](#), [VARIANCE PACKET - PINELLAS RD. - BRAND SHANK 01.21.2014.PDF](#)

5. Mowing Resolution

No mowing

CITIZENS COMMENTS (Discussion Of Items Not On The Agenda.) (Each Speaker Will Be Allowed 3 Minutes To Speak.)

CONSENT AGENDA

1. Approval of Minutes - Special Meeting -December 3, 2013
Work Session - December 3, 2013
Regular Meeting - December 17, 2013

Documents: [SM 12-03-2013.PDF](#), [12-03-2013.PDF](#), [12-17-2013.PDF](#)

GENERAL AGENDA

- 1. Approval Of Fraternal Order Of Police Contract**

Documents: FOP CONTRACT RATIFICATION AGENDA SUMMARY FINAL.PDF, FOP BELLEAIR PD FY 2013-2016 DRAFT.PDF, RATIFICATION OF 2013-16 FOP CONTRACT.PDF

OTHER BUSINESS

ADJOURNMENT

ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING, SHOULD CALL (727) 588-3769 OR FAX A WRITTEN REQUEST TO (727) 588-3778.

SUMMARY

To: Mayor and Commissioners
From: Micah Maxwell, Town Manager
Subject: Request to Vacate – Ordinance 492
Memo Date: 12/13/2013

Summary: The owner of 303 Sunny lane has requested that the town vacate 36 feet of right of way abutting his property.

Previous Commission Action: None

Background/Problem Discussion: The owner at 303 Sunny Lane, Dr. Yamani, has requested that the town vacate a significant portion of the town's right of way in front of his house along Indian Rock Road. Most of Indian Rocks Road north of Hunter Park is a mix of very large and very small right of way areas. He would like to have the property vacated to him so that he can do some additional upgrades at his home that would be in what is now the right of way.

Alternatives/Options:

Section 74-152 requires that all of the following requirements are met:

1. The requested vacation is consistent with the traffic circulation element of the town comprehensive plan and the county metropolitan planning organization transportation plan. Due to the varying widths of the road, the town has no ability to introduce another lane(s) on Indian Rocks Road, north of Hunter Park. Staff believes that requirement 1 is being met.
2. The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement. The right of way does not provide sole access to any properties.
3. The vacation would not jeopardize the current or future location of any utility. The vacation will not jeopardize future or current utility locations as long as the town retains as right of way beginning at the back of curb and extending 15 feet from to the east for the length of the property.
4. The proposed vacation is not detrimental to the public interest and provides a positive benefit to the town. Staff believes that the increase in taxable land on property otherwise unused is in the public interest and will benefit the town positively.

Financial Implications:

Based on the property appraiser's estimated land value, the vacation would net the town around \$100.00 in additional taxes.

Recommendation: Staff recommends that the town vacate the right of way adjacent to 303 Sunny Lane beginning 15 feet east of the easterly curb on Indian Rocks Road and extending west to the westerly property line of 303 sunny lane for the length from north to south of the property line of 303 Sunny Lane

Proposed Motion: I move to approval Ordinance 492 – Vacation of right-of-way – 303 Sunny Lane on second and final reading.

Summary

To: Mayor and Commission
From: Micah Maxwell, Town Manager
Subject: Comprehensive Plan Changes – Ordinance 490
Memo Date: 1/17/2014

Summary: The Comprehensive Plan needs to be updated and changed in a few different areas.

Previous Commission Action: None,

Background/Problem Discussion:

1. Policies 1.1.1 and 1.1.2 of the future land use element of the town's comprehensive plan are inconsistent with the town's code of ordinances.
2. Policy 1.1.2 also needs to be updated to allow the categories within it to allow for residential, mixed use, and public/semi-public use.

Alternatives/Options:

1. Policies 1.1.1 and 1.1.2 need to be changed from the language that states that the town shall include the primary and secondary uses of the countywide rules, to shall be consistent with the primary and secondary uses of the countywide rules. The current language obligates the town to have the same primary and secondary uses as the countywide rules, despite its conflict with the town's code of ordinances. Rather than changing the code to reflect this conflict, the town commission has asked staff to change the comprehensive plan to solve the conflict.

Financial Implications: None

Recommendation: Staff recommends approval

Proposed Motion: Move approval of Ordinance 490 amending the Town of Belleair's Comprehensive Land Use Plan on first reading.

PROPOSED ORDINANCE NO. 490

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA, AMENDING THE TOWN OF BELLEAIR COMPREHENSIVE PLAN, PURSUANT TO SECTION 163.3184, FLORIDA STATUTES, AMENDING THE FUTURE LAND USE ELEMENT TO CORRECT, CLARIFY AND RENDER CONSISTENT POLICIES 1.1.1 AND 1.1.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Belleair adopted a Comprehensive Plan in 2008, which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the Town Commission of the Town of Belleair has amended the Comprehensive Plan from time to time; and

WHEREAS, the Town Commission has determined it is both necessary and prudent to revise the wording of the Future Land Use Element to correct, clarify and be consistent with existing provisions of the Element and with the provisions of the Countywide Rules; and

WHEREAS, the Town Commission has considered these amendments over an extended period of time and at several work sessions; and

WHEREAS, the Town Commission has reviewed the input and recommendations of the Local Planning Agency and the Planning and Zoning Board; and

WHEREAS, the Town Commission of the Town of Belleair desires to amend the narrative description of certain portions of the Future Land Use element of the Comprehensive Plan pursuant to Section 163.3184, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE Town Commission of the Town of Belleair, as follows:

- Section 1. This Ordinance shall be known as, cited as, and referred to as the “Town of Belleair Amended 2008 Comprehensive Plan” and shall be effective within the jurisdiction of Belleair, Florida.
- Section 2. The “Town of Belleair 2008 Comprehensive Plan” Future Land Use Element, Policy 1.1.1, is amended as set forth below:

Policy 1.1.1:

The Town of Belleair here by adopts the following residential land use categories as those which shall govern residential development within the community for the categories set forth below. These residential land use categories shall be consistent with include the primary and secondary uses listed in the corresponding Pinellas Planning Council *Countywide Plan Rules*, and as more specifically provided for and regulated by the Town Code of Ordinances, in particular Part II, Subpart B, Land Development Code.

- Residential Low (RL), density of 0 to 5 residential units per acre
- Residential Medium (RM), density of 0 to 15 residential units per acre

Section 3. The “Town of Belleair 2008 Comprehensive Plan” Future Land Use Element, Policy 1.1.2, is amended as set forth below:

Policy 1.1.2:

The Town of Belleair here by adopts the following land use categories as those which shall govern residential, mixed use, nonresidential and public/semi-public development within the community for the categories set forth below. These ~~nonresidential~~ land use categories shall be consistent with include the primary and secondary uses listed in the corresponding Pinellas Planning Council *Countywide Plan Rules*, and as more specifically provided for and regulated by the Town Code of Ordinances, in particular Part II, Subpart B, Land Development Code.

- Commercial General (CG)
- Recreation/Open Space (ROS)
- Preservation (P)
- Public/Semi-Public – Institutional (Medical Related)
- Public/Semi-Public – Institutional (Municipal Buildings/Private School)
- Transportation/Utility (TU)
- Residential/Office Limited (ROL)

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

Section 5. The effective date of this plan amendment shall be the date the final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance in accordance with Section 163.3184(1)(b), *Florida Statutes*, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of non-compliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Community Affairs, Division of Resources and Planning management, Plan Procession Team.

PASSED ON FIRST READING:

PASSED ON SECOND AND FINAL READING:

Mayor

ATTEST:

Town Clerk

Summary

To: Mayor and Commissioners
From: Micah Maxwell, Town Manager
Subject: Land Development Code Changes – Ordinance 491
Date: 1/17/2014

Summary: The town is reviewing its land development code to identify what changes need to be made in order to provide for appropriate future development or redevelopment in the town. The area that will likely be most effected is presumed to be the Belleview Biltmore Hotel site.

Previous Board Action: Staff reviewed issues with the board in august and has since been working to identify options, with focus on multi-family development.

Background/Problem Discussion: The town currently has two zoning options related to multi-family, RPD and RM-15. RPD is lower density, and takes into account the “sharing” of density with an open space, which then allows for a parcel to take advantage of the full density on a small area or property. With the BCC golf courses already being zoned RPD, and the town’s intent to restrict development rights on the Belleview Biltmore Course, use for such a zoning is really only to provide a multi-family option with a lower density. RM-15 allows for a higher density with a more traditional development scenario. Because of the higher density, RM-15 is a probable target of developer of larger parcels of land., however, the invariable height of 32 feet for RM-15 and RPD would seem to cause some issue with the placement of units on those larger sites in an aesthetic, and sustainable fashion. To combat this, staff has been working to create a third possibility for multi-family, RM-10. This district would allow for 10 units per acre, and would have the ability to provide for a height bonus if a developer were able to meet certain criteria. These criteria include the sheltering of parking and additional setbacks off of roadways and between buildings, while encouraging alternate size and scale for buildings, so as to not have many units that look and feel the exact same.

Alternatives/Options:

- I. Create RM-10 zoning district
 - a. Density – 10 Units per Acre
 - b. Unit Size – 1,200 SF minimum size, 1,800 SF average size

- II. Height Bonus
 - a. Parking Bonus
 - b. Setback bonus
 - c. Height average

Financial Implications: N/A

Proposed Motion: Move approval of Ordinance 491 amending the land development code of the Town of Belleair.

PROPOSED ORDINANCE NO. 491

AN ORDINANCE OF THE TOWN OF BELLEAIR, FLORIDA, AMENDING THE TOWN OF BELLEAIR CODE OF ORDINANCES, PART II, SUBPART B LAND DEVELOPMENT CODE, PURSUANT TO THE REQUIREMENTS THEREFORE INCLUDING SECTIONS 74-82, 74-83, 74-84, 74-112, AND 74-155; PROVIDING FOR NEW ZONING DISTRICT ENTITLED RM-10, MULTIFAMILY RESIDENTIAL; PROVIDING FOR THE PERMITTED USES AND STANDARDS APPLICABLE THERETO, INCLUDING PROVISION FOR A HEIGHT BONUS FORMULA; PROVIDING FOR AMENDMENT OF THE PROVISION FOR ALTERNATIVE ACCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Belleair adopted the Code of Ordinances as set forth in Ordinance No. 349, on April 19, 1994, including Subpart B, Land Development Code; and

WHEREAS, the Town Commission of the Town of Belleair has from time to time approved amendments to the Land Development Code; and

WHEREAS, the Town Commission over an extended period of time has reviewed and determined it necessary and prudent to update and revise the Land Development Code; and

WHEREAS, the Town Commission has received and considered the input and recommendation of the Planning and Zoning Board; and

WHEREAS, the Town Commission desires to amend the Land Development Code to establish a new multifamily residential zoning district that is less intensive and provides for greater flexibility of building height than the existing RM-15 multifamily residential district.

NOW, THEREFORE, BE IT ORDAINED BY THE Town Commission of the Town of Belleair, as follows:

Section 1. The Land Development Code, Sec. 74-82. Schedule of district regulations, is amended to insert the RM-10 district in the table as set forth below:

<i>District</i>	<i>Purpose</i>	<i>Permitted Use</i>	<i>Accessory Structures and Accessory Uses</i>
R-2, single-family residential	This district is composed of single-family dwellings with maximum density of land use b single-family residences. This district contains small lots and dwellings for those areas where this type of development is practical.	Single-family dwellings	Private garages and carports Private nurseries and greenhouses Private swimming pools, hot tubs, and cabanas Boat docks Gazebos Storage buildings, fences and fence walls Public parks, playgrounds and recreation areas Utility service structures
<u>RM-10, multifamily residential</u>	<u>This district is composed of low medium-density (10 units per acre) multiple-family residential dwelling areas where it is likely and desirable to provide for such type of development.</u>	<u>Single-family dwellings</u> <u>Duplex dwellings</u> <u>Multifamily residential</u> <u>(See section 74-83(ab))</u>	<u>Private garages and carports</u> <u>Private swimming pools, hot tubs, and cabanas</u> <u>Gazebos</u> <u>Storage buildings, fences and fence walls</u> <u>Public parks, playgrounds and recreation areas</u> <u>Utility service structures</u>
RM-15, multifamily residential	This district is composed of medium-density multiple-family residential areas with additional open areas where it is likely and desirable to extend such type of development.	Single-family dwellings Duplex dwellings Multifamily residential (See section 74-83(ab))	Private garages and carports Private swimming pools, hot tubs, and cabanas Gazebos Storage buildings, fences and fence walls Public parks, playgrounds and recreation areas Utility service structures

Note: All other parts of this table in Sec. 74-82 other than as noted above in red and underlined remain as previously set forth.

Section 2. The Land Development Code, Sec. 74-83. Special regulations for RM-15, RPD and H districts, is amended to read as follows and to insert the following as a new subparagraph (a) and change (a) to (b), (b) to (c), and (e) to (d):

Sec. 74-83. Special regulations for RM-10, RM-15, RPD, and H districts.

(a) Multifamily residential district regulations (RM-10 district.) This district is composed of low medium-density (10 units per acre) multiple-family residential dwelling areas with additional open areas where it is likely and desirable to extend such type of development and may serve as a transition from more intensive to less intensive development areas.

Site area requirements reflect the relative need for open space for the various types of residences based on the expected density of use. Permitted uses and minimum living space requirements shall be as follows:

(1) Permitted uses. Within any RM-10 multifamily residential district, only the following uses shall be permitted:

- a. Single-family and multifamily dwellings; and
- b. Accessory uses (see schedule of regulations).

(2) Minimum living space per unit. The minimum dwelling unit area shall be 1,200 square feet. Garages, breezeways, porches, balconies, common halls and stairways shall not be included in computing living space.

(3) Average unit size for any individual project. The average dwelling unit area for any project approved under the RM-10 district shall be not less than 1,800 sq. ft.

(4) Height bonus provisions. Additional height may be authorized in the RM-10 zoning district pursuant to the provisions of this subsection.

(a) The provisions in this subsection are cumulative and additional height may be authorized on the basis of one or all of these provisions; however, in no event shall the height of any building in the RM-10 zoning district exceed 2.5 times the height permitted by right in this zoning district.

(b) To be eligible for any height bonus, the average height of all buildings in the development, in proportion to the ground floor area of all buildings in the development, must not exceed the height otherwise permitted by right by more than (50) percent.

(c) Should a building take advantage of the parking height bonus identified in section d(2), the applicable height of the building will be reduced, as it relates to height calculation in d(3), by the distance, measured from floor to ceiling of any designated parking floor, provided that:

- (1) 75% of parking floor area is dedicated to parking
- (2) The cumulative height of all parking floors in a given building is below 20% of the unadjusted building height.

(d) The following three provisions may be used to qualify for a height bonus, either singularly or in combination, consistent with the above stated conditions:

(1) Setbacks - The height of a building may be increased by .5 feet up to a maximum of one-half of the height permitted as of right for every additional 1 feet the building is set back from required setbacks for either or both of the following:

- a) The distance from the property line or the centerline of the road, whichever is greater, and

- b) The distance between buildings on the parcel proposed for development.
- (2) Structured Parking - The height of a building may be increased up to a maximum of one-half of the height permitted as of right if 50% or more of the required parking is provided for in a parking structure beneath the building.
- (3) Average Height - The height of a building may be increased up to a maximum of one-half of the height permitted by right, provided that the average height of all buildings on the site, in proportion to the ground floor area of all buildings, does not exceed the height otherwise permitted by right by more than fifty (50) percent.

Section 3. The Land Development Code, Sec. 74-84. Schedule of dimensional regulations, is amended to inset the RM-10 district in the table as set forth below:

The schedule of dimensional regulations for the various zoning districts is as follows:

District	<u>Lot Minimums</u>			Density Maximum Dwelling Units peracre	<u>Minimum Yard Setbacks</u>			Minimum Offstreet Parking per Dwelling Unit ¹	Maximum Height ³ (feet)	Flood Zone	Minimum Living Area per Unit ² (square feet)	Floor Area Ratio (FAR)
	Area (Square Feet)	Width (feet)	Depth (feet)		Front (feet)	Side (feet)	Rear (feet)					
RE	18,000	100	100	2	25	7.5 ⁴	25 feet or 20% of lot depth, whichever is less	2	32	34	2,000	---
R-1	10000	80	100	4	25	7.5 ⁴	25 feet or 20% of lot depth, whichever is less	2	32	34	1,200	---
R-2	7500	75	90	4	25	7.5 ⁴	25 feet or 20% of lot depth, whichever is less	2	32	34	1,000	---
<u>RM-10⁵</u>	<u>5 acres</u>	<u>---</u>	<u>---</u>	<u>10</u>	<u>25</u>	<u>15⁴</u>	<u>25</u>	<u>1.5</u>	<u>32</u>	<u>34</u>	<u>1,200</u>	<u>---</u>
RM-15	10000	100	100	15	25	7.5 ⁴	15	1.5	32	34	1,000	---
RPD	5 acres	---	---	5	(See section 74-83)		---	---	32	---	1,200	---

Note: All other parts of this table in Sec. 74-84 other than as noted above are red and underlined as previously set forth.

¹ See article III, division 3, of this chapter, pertaining to Off-street parking regulations.

² Exclusive of garages, breezeways, porches and patios.

³ The height regulations contained in this section shall mean 32 or 34 feet from grade to the highest finished roof surface in the case of a flat roof, or to a point at the midpoint of the highest sloped roof, except for chimneys, parapets, bell towers and elevator penthouses. In no case shall a structure exceed 45 feet in height except in a RPD or RM-10 zoned district. Building height limitations for flood zone area construction are as follows: Any property which is located within an area of special flood hazard as designated on flood hazard boundary map or a flood insurance rate map, shall measure the maximum height standard from the Base Flood Elevation (BFE) of the flood zone the structure is located within. This shall not apply to any property located in the RPD district existing at the time of adoption of this land development code. See Sec. 74-83 (a)(4) for special height bonus provisions for RM-10 District.

⁴ See Section 74-113

⁵ See Sec. 74-83 (a) for additional requirements for RM-10 district.

Section 4. The Land Development Code, Sec. 74-112. Impervious surface coverage, is amended to add the RM-10 district to subparagraph (e) Table of Impervious Surface Ratios as set forth below:

(e) *Table of impervious surface ratios.* Maximum impervious surface ratios shall be as follows:

<i>Zoning District</i>	<i>Maximum Impervious Surface Ratio¹</i>
RE, R-1 and R-2 (residential districts)	60 percent
<u>RM-10 and RM-15 (multifamily districts)</u>	60 percent
RPD (planned residential district)	60 percent
H (hotel district)	70 percent
C-1 and C-2 (office and retail districts)	75 percent
C-3 and C-4 (retail and product distribution districts)	75 percent
C-5 (storage district)	75 percent
GC	As approved under site plan review
P: Institutional uses	85 percent
Transportation uses	90 percent
SPM	75 percent

¹ The maximum impervious surface ratio is given for each district, regardless of the type of use proposed and allowable pursuant to article II of this chapter.

Section 5. The Land Development Code, Sec. 74-155. Access. Subsection (3) Alternative designs, is amended to read as follows:

(3) Alternative designs. Where natural features, the previous development pattern and provisions for access, or spacing of existing driveways and roadways cause the access requirements set out in subsection (1) and (2) of this section to be physically or legally infeasible, alternate designs may be approved by the ~~town~~ Town Commission only as a function of their approval of a site development plan.

Section 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

Section 7. The effective date of this ordinance shall be the date the final ordinance is read and approved by the Town Commission as provided by law.

PASSED ON FIRST READING:

PASSED ON SECOND AND FINAL READING:

Mayor

ATTEST:

Town Clerk

SUMMARY

To: Mayor and Commission
From: Micah Maxwell, Town Manager
Subject: Variance Request
Memo Date: 1/17/2014

Summary: The owner of the vacant lot located at 1357 Pinellas has requested a variance related that would allow him to construct a home on a currently unbuildable lot.

Previous Action: The town commission approved a variance to split the lot and to allow for construction on the lot in 2008.

Background/Problem Discussion: The owner of the lot at 1357 Pinellas is asking to have his previously expired variance reapproved so that he can construct a home on the property. The lot is deficient in width by 5 feet and is deficient in square footage by 625 SF.

Alternatives/Options:

1. Approve the variance to allow for construction.
 2. Deny and no construction will be allowed on the lot with the current zoning.
- Property owner could request a zoning change to R-2 which would not require a variance. No R-2 zoned properties currently exist in the area.

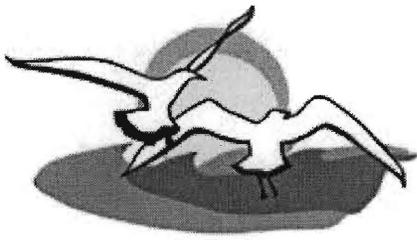
Financial Implications:

Each \$100,000 of increased valuation on the property will equate to around \$120.00 in tax revenue to the town.

Recommendation: On January 13, 2014 the Planning and Zoning board heard the request for variance and unanimously recommended approval.

Staff recommends approval of the variance.

Proposed Motion: I move approval of the variance request.



TOWN OF BELLEAIR
BUILDING DEPARTMENT
901 Ponce de Leon Blvd.
Belleair, Florida 33756-1096
Phone: (727) 588-3769 ext. 215
Fax: (727) 588-3768

MEMORANDUM

DATE: December 20th, 2013
TO: Mayor and Commissioners
FROM: Micah Maxwell, Town Manager
SUBJECT: Request for Variance –Belleair Estates
Parcel No. 28/29/15/06732/011/0270

Property Owner: Brand Shank
0 Pinellas Road (Address TBD)
Belleair, Florida 33756

The following information is regarding the above referenced variance request.

- I. Existing conditions of land and structure(s):
- A. Zoning designation: R-1 (Single Family Residential)
 - B. Original Construction date:
 - TBD
 - C. Structural and other improvements to date:
None
 - D. Existing Easements: None shown on survey

II. Proposed request:

The applicant is requesting a previously approved variance which would allow for a non-conforming building lot, The building lot would be 75ft. in width, which is 5ft. less than the minimum 80ft. lot frontage width requirement for a R-1 Single Family Residential zoning.

Additionally the proposed new building lot would be 9,375 square ft. in area, which is 625 square ft. less than the minimum 10,000 square ft. lot area requirement for a R-1 Single Family Residential zoning .

NOTICE OF PUBLIC HEARING

Notice is hereby given that Public Hearing will be held by the Town Commission of the Town of Belleair, Florida, on request for variances, which would allow for the property at 0 Pinellas Rd., Belleair, Florida to be a buildable lot. 0 Pinellas Rd., Belleair, Florida is more particularly described as:

**28/29/15/06732/011/0270/Belleair Estates Block 11, Lots 27 and 28
LESS THE NORTH 25.0 feet in width, as recorded in OR Book
16275, Page 0531, Public Records of Pinellas County, Florida.**

The Planning and Zoning Board will meet on this matter on **MONDAY, January 13, 2014 at 5:30 P.M.** at the Belleair Town Hall, 901 Ponce de Leon Blvd., Belleair, Florida.

Said hearing will be held on **TUESDAY, January 21, 2014 at 6:30 P.M.**, at the Belleair Town Hall, 901 Ponce de Leon Boulevard, Belleair, Florida. Additional information may be obtained from the Town Clerk's office. All parties interested are invited to attend and be heard.

Persons are advised that if they decide to appeal any decision made at these hearings, they will need records of these proceedings and for such purposes they may need to ensure that verbatim records of the proceedings are made, which records include the testimony and evidence upon which the appeal is to be based.

Notice to persons needing special accommodations and to all hearing impaired persons: In accordance with the Americans with Disabilities Act persons needing special accommodations or an interpreter to participate in this proceeding should contact the Town Clerk's Office at 901 Ponce de Leon Blvd., Belleair, Florida 33756 or call (727) 588-3769 x214 or Fax (727) 588-3778, not later than seven (7) days prior to the proceeding.

This matter is subject to court imposed Quasi-Judicial rules of procedures. Interested parties should limit contact with the Town Commissioners and Planning and Zoning Board members on this topic to properly notice public hearings or to written communication care of Town Clerk's Office, Town of Belleair, 901 Ponce de Leon Blvd., Belleair, Florida 33756.

D. Carlen
Town Clerk
Town of Belleair

**TOWN OF BELLEAIR, FLORIDA
NOTICE OF APPEARANCE
FOR QUASI-JUDICIAL HEARINGS**

NOTICE OF APPEARANCE

I, _____, (individual or corporate representative), hereby file and serve notice of my appearance/lawyer or other appropriate representative's appearance, to present testimony and/or cross examine other witnesses at the quasi-judicial hearing to be held on January 13, 2014 at 5:30 PM. and January 21, 2014 at 6:30 P.M.

I understand that upon filing this Notice of Appearance, I shall be considered a participant in the hearing, subject to a determination of standing if challenged.

Address of variance property 0 Pinellas Rd. , Belleair, FL

Name: _____

(Please Print)

Address: _____

TOWN OF BELLEAIR, FLORIDA
NOTICE OF APPEARANCE
FOR QUASI-JUDICIAL HEARINGS

NOTICE OF APPEARANCE

I, DAVID WIETESKO, (individual or corporate representative), hereby file and serve notice of my appearance/lawyer or other appropriate representative's appearance, to present testimony and/or cross examine other witnesses at the quasi-judicial hearing to be held on January 13, 2014 at 5:30 PM. and January 21, 2014 at 6:30 P.M.

I understand that upon filing this Notice of Appearance, I shall be considered a participant in the hearing, subject to a determination of standing if challenged.

Address of variance property 0 Pinellas Rd. , Belleair, FL

Name: DAVID WIETESKO

(Please Print)

Address: 1361 PINELLAS RD

D. Carlen, ^{Town} Clerk

To: Town of Belleair
Planning & Zoning Board.

Re: Vacant lot (0)

RECEIVED
BELLEAIR TOWN HALL

JAN 7 - 2014

Board Members -

TIME REC. _____

The same lot was given a
variance at that time. (3-4 yrs ago)
Neighbors David W. and
C.R. Noding were given
house plans to see where
house would sit on lot.

— Christine R. Nodine
(new neighbors we welcome—)
Hope to see house plans.

CRN

(Copy to D. Wieteska)

28-29-15-06732-011-0270

Online Property Record Card

[Portability Calculator](#)

Data Current as of January 08, 2014

[Print](#) [Radius Search](#)

Ownership/Mailing Address	Site Address
SHANK, BRAND L 505 REBSTOCK BLVD PALM HARBOR FL 34683-1836	0 PINELLAS RD BELLEAIR 33756-



Property Use: 0000 (Vacant Residential - lot & acreage less than 5 acres)

Living Units:

[\[click here to hide\]](#) **2014 Legal Description**

BELLEAIR ESTATES BLK 11, LOT 27 & S 25FT OF LOT 28

2014 Exemptions		Mortgage Letter	<input type="checkbox"/> File for Homestead Exemption	2014 Parcel Use	
Homestead: No	Government: No			Homestead Use Percentage: 0.00%	
Institutional: No	Historic: No			Non-Homestead Use Percentage: 100.00%	Classified Agricultural: No

2013 Parcel Information 2013 Trim Notice

Most Recent Recording	Sales Comparison	Census Tract	Evacuation Zone <small>(NOT the same as a FEMA Flood Zone)</small>	Plat Book/Page
16275/0531	\$106,400	12103025700	NON EVAC	018/009

2013 Interim Value Information

Year	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	\$87,485	\$87,485	\$87,485	\$87,485	\$87,485

[\[click here to hide\]](#) Value History as Certified (yellow indicates correction on file)

Year	Homestead Exemption	Just/Market Value	Assessed Value/ SOH Cap	County Taxable Value	School Taxable Value	Municipal Taxable Value
2013	No	\$87,485	\$87,485	\$87,485	\$87,485	\$87,485
2012	No	\$110,184	\$110,184	\$110,184	\$110,184	\$110,184
2011	No	\$119,856	\$119,856	\$119,856	\$119,856	\$119,856
2010	No	\$129,752	\$129,752	\$129,752	\$129,752	\$129,752
2009	No	\$206,781	\$206,781	\$206,781	\$206,781	\$206,781
2008	No	\$219,700	\$219,700	\$219,700	\$219,700	\$219,700
2007	No	\$0	\$0	\$0	N/A	\$0
2006	No	\$0	\$0	\$0	N/A	\$0
2005	No	\$0	\$0	\$0	N/A	\$0
2004	No	\$0	\$0	\$0	N/A	\$0
2003	No	\$0	\$0	\$0	N/A	\$0
2002	No	\$0	\$0	\$0	N/A	\$0
2001	No	\$0	\$0	\$0	N/A	\$0
2000	No	\$0	\$0	\$0	N/A	\$0
1999	No	\$0	\$0	\$0	N/A	\$0
1998	No	\$0	\$0	\$0	N/A	\$0
1997	No	\$0	\$0	\$0	N/A	\$0
1996	No	\$53,200	\$53,200	\$53,200	N/A	\$53,200

2013 Tax Information

[Click Here for 2013 Tax Bill](#)

2013 Final Millage Rate	Tax District: BL	22.3656
2013 Est Taxes w/o Cap or Exemptions		\$1,956.65

A significant change in taxable value may occur when sold due to changes in the market or the removal of exemptions. [Click here for more information.](#)

Ranked Sales (What are Ranked Sales?) [See all transactions](#)

Sale Date	Book/Page	Price	Q/U	V/I
04 Jun 2008	16275 / 0531	\$265,000	Q	V
16 Dec 1996	09554 / 0663	\$350,000	U	V
18 Jun 1996	09377 / 1917	\$429,200	U	V
22 Dec 1989	07160 / 0663	\$475,000	U	V

2013 Land Information

Seawall: No		Frontage: None		View:		
Land Use	Land Size	Unit Value	Units	Total Adjustments	Adjusted Value	Method
Vacant (00)	75x125	1375.00	75.0000	1.0000	\$103,125	FF

[\[click here to hide\]](#) **2014 Extra Features**

Description	Value/Unit	Units	Total NewValue	Depreciated Value	Year
-------------	------------	-------	----------------	-------------------	------

No Extra Features on Record

[\[click here to hide\] Permit Data](#)

Permit Information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). Any questions regarding permits should be directed to the permitting office in which the structure is located.

Permit Number	Description	Issue Date	Estimated Value
No Permit Data Found			



[Interactive Map of this parcel](#)

[Back to Query Results](#)

[New Search](#)

[Tax Collector Home Page](#)

[Contact Us](#)

Prepared by & Return To:
Statewide Title Solutions
Statewide Title Solutions, Inc.
645 S. Missouri Avenue
Clearwater, Florida 33756

File Number: 07-10092

265,000.00

General Warranty Deed

Made this May 27, 2008 A.D. By **Karen S. Brown, a single woman**, whose address is: 1340 Indian Rocks Road, Belleair, Florida 33756, hereinafter called the grantor, to **Brand L. Shank**, whose post office address is: 505 Rebstock Blvd., Palm Harbor, Florida 34683, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Pinellas County, Florida, viz:

Lots 27 and 28 LESS THE NORTH 25.0 Feet in Width, BLOCK 11, BELLEAIR ESTATES, according to the map or plat thereof, as recorded in Plat Book 18, Page 9 through 23, Inclusive, of the Public Records of Pinellas County, Florida.

Parcel ID Number:

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2007..

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Karen S. Smith
Witness Printed Name Karen S. Smith

Donda Doyle
Witness Printed Name Donda Doyle

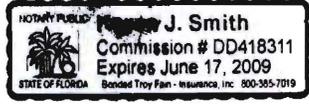
Karen S. Brown (Seal)
Karen S. Brown
Address: 1340 Indian Rocks Road, Belleair, Florida 33756

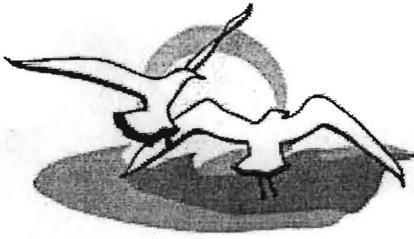
(Seal)
Address:

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 27th day of May, 2008, by Karen S. Brown, a single woman, who is/are personally known to me or who has produced FLDL as identification.

Karen S. Smith
Notary Public
Print Name _____
My Commission Expires: _____





TOWN OF BELLEAIR
 901 Ponce de Leon Blvd.
 Belleair, Florida 33756-1096
 Phone: (727) 588-3769 ext. 215
 Fax: (727) 588-3768

VARIANCE APPLICATION CHECK OFF SHEET

Application shall be **fully completed** and must include the following information:

OWNERS NAME Brand Shank

OWNERS MAILING ADDRESS 505 Rebstock Blvd, Palm Harbor, 34683

PROPERTY ADDRESS lot 27 & the S. 25 Ft. of lot 28, block 11, Belleair Estates

PHONE NUMBER 727-785-8918

REPRESENTATIVE NAME AND ADDRESS (if any) n/a

PHONE NUMBER _____

DATE OF ORIGINAL CONSTRUCTION n/a - vacant lot

IMPERVIOUS COVER _____

FLOOD ZONE AND ELEVATION Flood Zone X

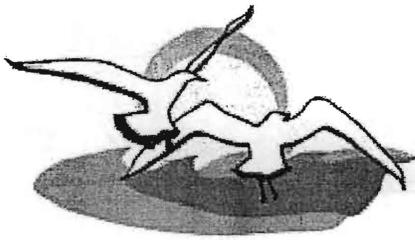
REQUIRED INFORMATION:

<u>REQUIRED</u>	<u>RECEIVED</u>	PROVIDE (18) COPIES EACH..
<u> X </u>	_____	PLANS/SPECS/PRODUCT BROCHURE
<u> X </u>	_____	PHOTOS OF AREA (straight/right angle/left angle)
<u> X </u>	_____	SURVEY W/ SETBACKS SHOWN
<u> X </u>	_____	SITE PLAN W/ SETBACKS SHOWN

REVIEWED BY: ZONING PUB.WK FIRE BLDG. MRG.

DATE SENT: _____

DATE RETURNED: _____



TOWN OF BELLEAIR
901 Ponce de Leon Blvd.
Belleair, Florida 33756-1096
Phone: (727) 588-3769 ext. 215
Fax: (727) 588-3768

DATE 12-19-2013

To the Town Commission of the Town of Belleair, Florida

1. The undersigned, Brand Shank, owner of Lot 27 1/2 S. 25' of Lot 28 Block 11, Subdivision Belleair Estates, property Commission of the Town of Belleair for a variance on the abovedescribed property.
2. The property is presently zoned R-1.
3. The present land use on the property is single family residential.
4. The decision involves Article _____ Section _____ of the Belleair Land Development Code.
5. The Commissions power arises under Article V, Section 66.253 of the Belleair Land Development Code.
6. The Relief prayed by the applicant is: a variance in lot width, lot area and return to buildable status. Lot was deemed buildable but prior variance expired after 1 year.
7. The Justification for the request is (requests for the variances must demonstrate the practical difficulty or unnecessary hardship which justifies the variance): see attached
8. Attached is a non-refundable fee to defray expenses incurred by the Town of Belleair in processing this application. (** Note: All costs incurred by the Town of Belleair, above and beyond the variance application fee, will be the responsibility of the applicant regardless of approval or denial of the request**)
9. I am aware that this request will be voided should I or my representative fail to appear at the public hearings scheduled to consider this request.
10. I am aware that any variance that may be granted will automatically expire twelve months after approval by the Town Commission unless a building permit is produced from the Town with respect to the improvements contemplated by this application for variance within said twelve month period unless the construction of said improvements is promptly commenced pursuant to the building permit and diligently pursued to completion thereafter.

FEE: \$300.00

Paid: _____

Brand Shank
Owner
505 Rebstock Blvd, P.A. 34683
Address
727-785-8918
Telephone Number

Addendum
To
Variance Application
For
Lot 27 & the South 25 Ft of Lot 28

Belleair Estates

No. 7 of the application,

In determining the criteria for this application, the response is as follows:

- 1) The special conditions and circumstances are a result of changes in the times when smaller lots and homes were built and the conditions are not a result from the actions of the applicant.
- 2) Literal interpretation of the code would work an undue and unnecessary hardship on the applicant in that the lot is unbuildable and prevents even a minimum of use of the property.
- 3) If granted, the variance is minimum in nature i.e. five (5) feet on the front lot width and approximately 645 sq.ft. in lot area, and would allow the reasonable use of the land for a single family home.
- 4) The grant of the variance will be in harmony with the general interest of the code and the variance will not be injurious to the zoning district or otherwise detrimental to the street, neighborhood or the community as a whole.
- 5) Plans show the new home would fit the lot within the normal setbacks.

SURVEY SKETCH OF BOUNDARY SURVEY

**NOT FOR FENCE CONSTRUCTION
NOT FOR CONSTRUCTION
NOT FOR DESIGN**

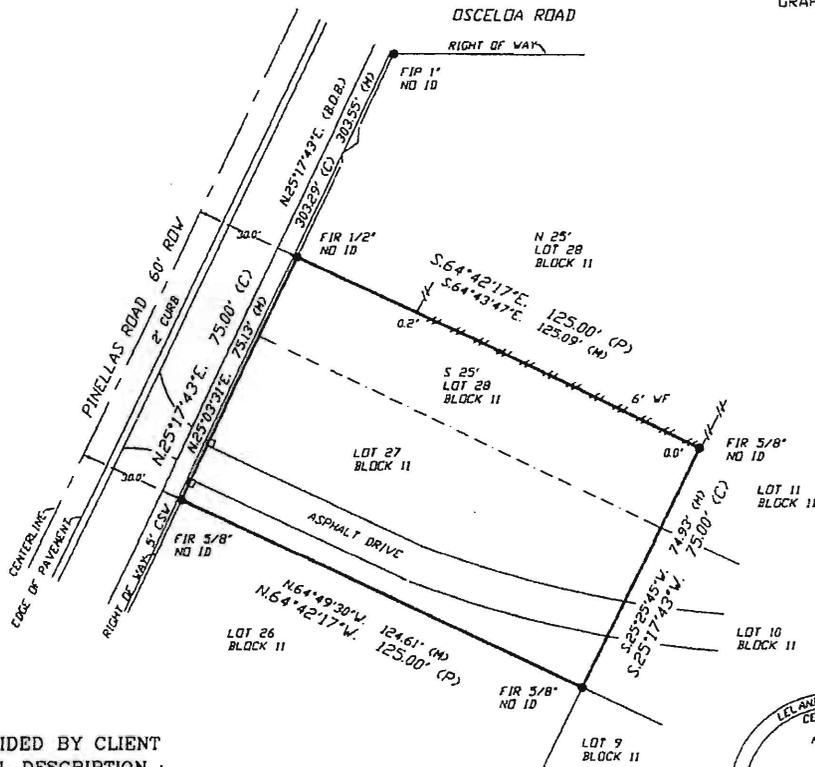
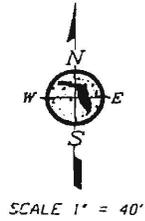
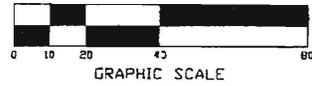
FLORIDA STATUTE 61G17-6.004:
(TWO SITE BENCHMARKS REQUIRED FOR CONSTRUCTION)

STREET ADDRESS:
UNASSIGNED PINELLAS ROAD
BELLEAIR, FLORIDA

COPYRIGHT 2008 F.L.A. SURVEYS CORP.
NOTE: THE INTENT OF THIS SURVEY
IS FOR TITLE TRANSFER ONLY
THIS SURVEY DOES NOT REFLECT OR
DETERMINE OWNERSHIP.

PAGE 1 OF 2
SEE REVERSE SIDE FOR PAGE 2 OF 2

THE LINES ON THIS SKETCH DO
NOT CONSTITUTE OWNERSHIP.



**PROVIDED BY CLIENT
LEGAL DESCRIPTION :**

LOTS 27 AND 28, LESS THE NORTH 25.0 FEET IN WIDTH, BLOCK 11, BELLEAIR ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGES 9 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

**PROVIDED BY CLIENT
CERTIFIED TO :**

BRAND SHANK

QUALITY CONTROLLED

BY : HAROLD ASHLEY SIGNATURE DATE : 3/19/08

NOTE: FEMA FLOOD HAZARD MAPPING: THIS DATE PRODUCT WAS NOT DESIGNED TO MAKE PRECISE IN/ OUT FLOOD RISK DETERMINATIONS. THIS PRODUCT IS NOT SUITABLE FOR ENGINEERING APPLICATIONS AND CANNOT BE USED TO DETERMINE ABSOLUTE DELINEATIONS OF FLOOD BOUNDARIES. CALL 1-877-FEMA MAP OR EMAIL A MAP SPECIALIST AT WWW.FEMA.ORG/MIT/TSD/FO-MAP17.HTM

CERTIFICATION :

I CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY : *Leland F. Dwyer* FIELD SURVEY DATE : 3/19/08
SIGNATURE DATE : 03-19-08



PROVIDED BY COUNTY

FLOOD ZONE : X
COMMUNITY PANEL 125088-0116H
DATED : 5/17/05
(FLOOD ZONE : "B", "C", "D", & "X" ARE NOT IN DESIGNATED FLOOD HAZARD ZONE AREA.)

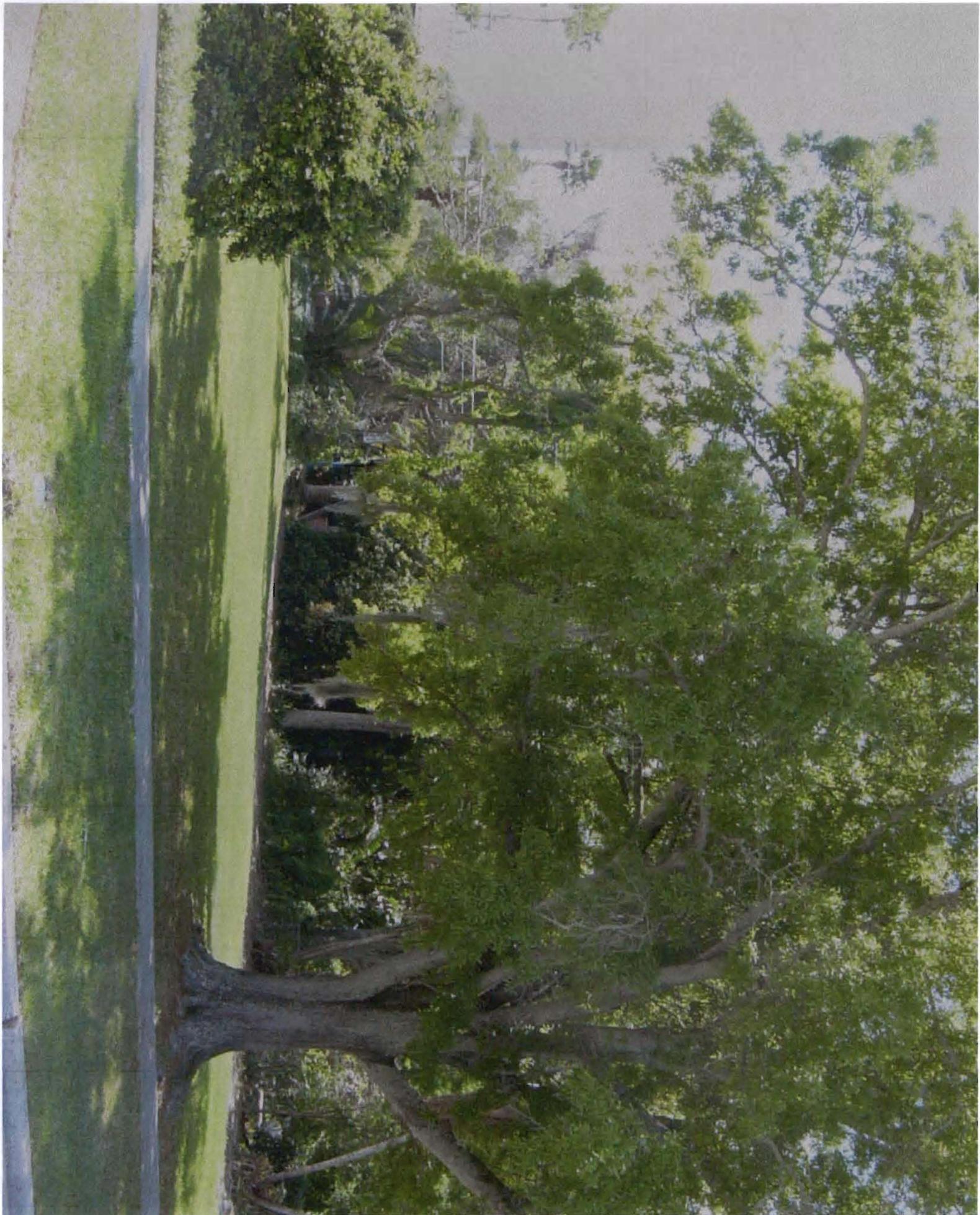
NOTE: PROPERTY OWNER SHOULD OBTAIN WRITTEN FLOOD ZONE DETERMINATION FROM OUR LOCAL PERMITTING, PLANNING, AND BUILDING DEPARTMENT PRIOR TO ANY CONSTRUCTION PLANNING AND/OR CONSTRUCTION.

NOTE: IF APPLICABLE, FENCES SHOWN MEANDER ON OR OFF LINES. (APPROX LOCATION ONLY)

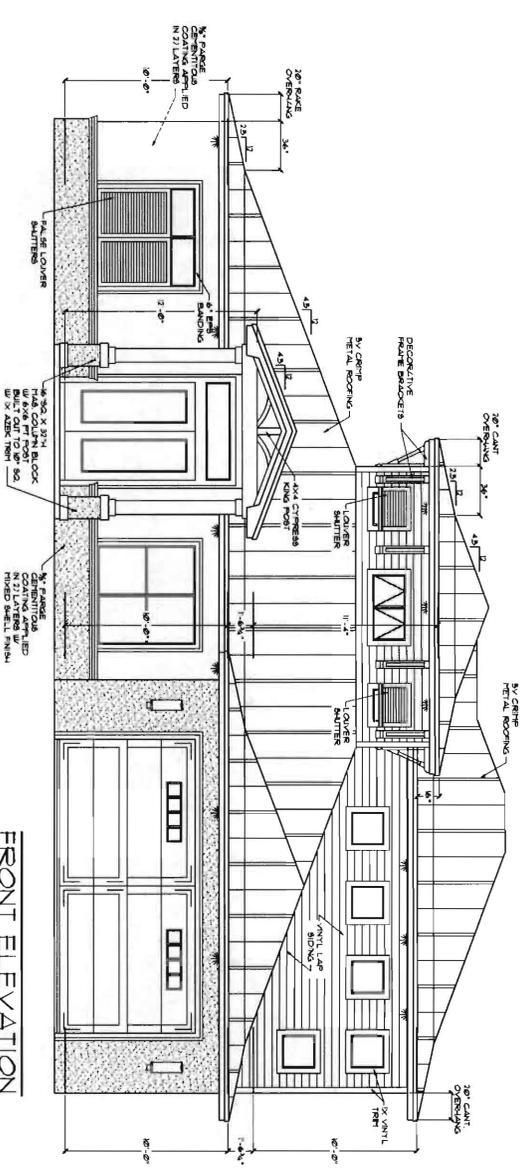
FOUNDATION/UTILITIES DISCLAIMER
NOTE:
FOUNDATION BENEATH THE SURFACE OF THE GROUND HAS NOT BEEN LOCATED.
UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED.

NOTE:
IN COMPLIANCE WITH F.A.C.

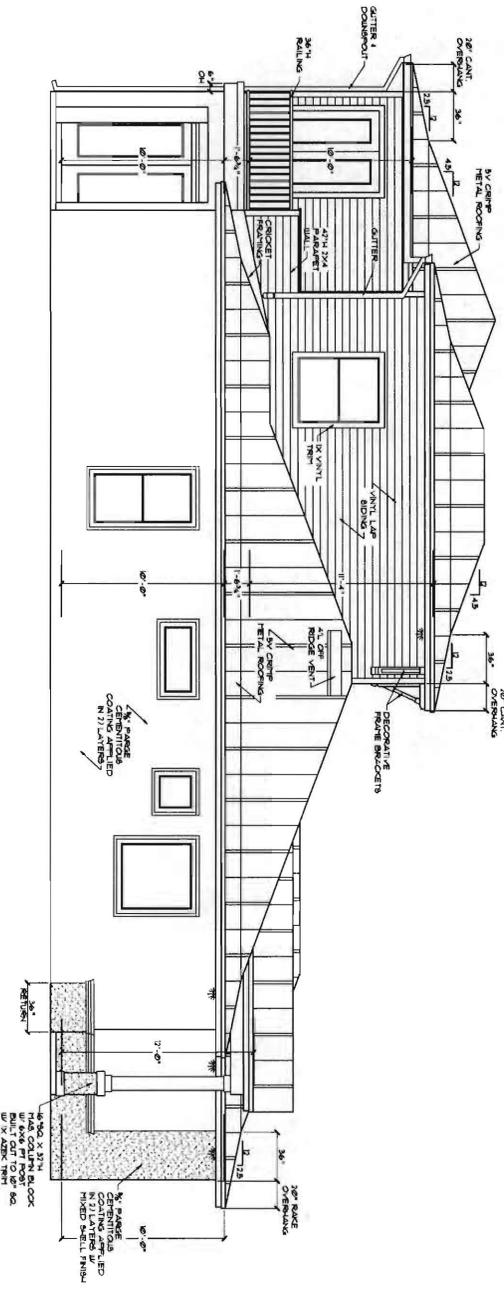








FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

NO.	REVISIONS	BY

793 San Christopher Dr Suite D
Dunedin, Florida 34698

SHORE LINES
DESIGN GROUP, LLC

727-736-4196 (5483) est. 1983

I HEREBY STATE THAT I HAVE REVIEWED THE STRUCTURE DESCRIBED ON THESE PLANS AND I AM SURE THAT THE SAME MEET ALL THE REQUIREMENTS OF THE CITY OF BELLEAIR AND I AM NOT PROVIDING ANY OTHER COMMENTS OR NOTICES OF DISCREPANCY.

ENGINEER OF WORK:
PAUL E. HAIGLER, P.E.
CONCRETE DESIGNER
2700 W. BAYVIEW BLVD
SUITE 100
BELLEAIR, FL 34608
VOICE (727) 736-8005

PAUL E. HAIGLER, P.E. 20156

CUSTOM HOME FOR:
Brand Shank
LOT 27 PINELLAS ROAD, BELLEAIR, FL.

DRAWN BY: TJB
CHECK BY: GJB

JOB#
12-040

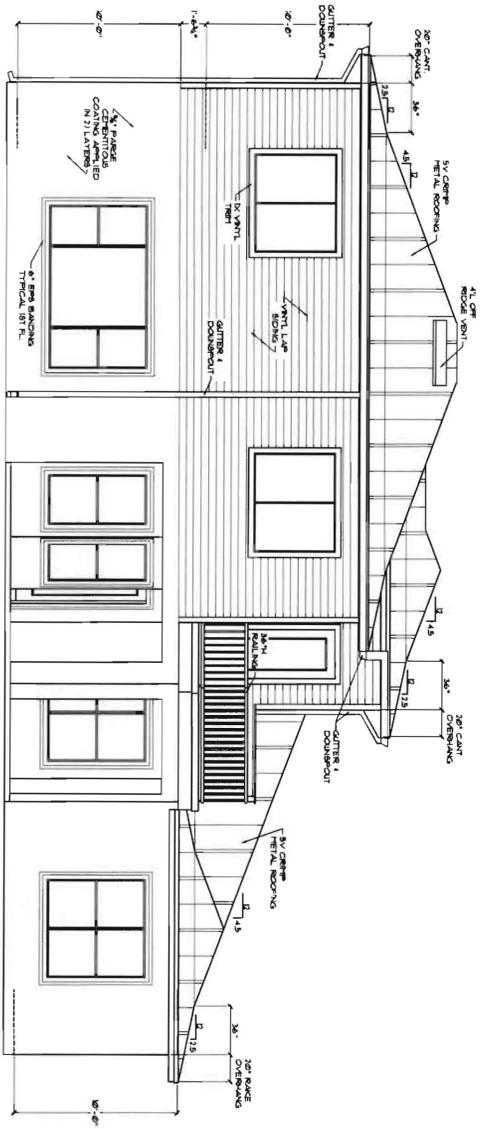
DATE
07/09/13

DATE REV.
10/08/13

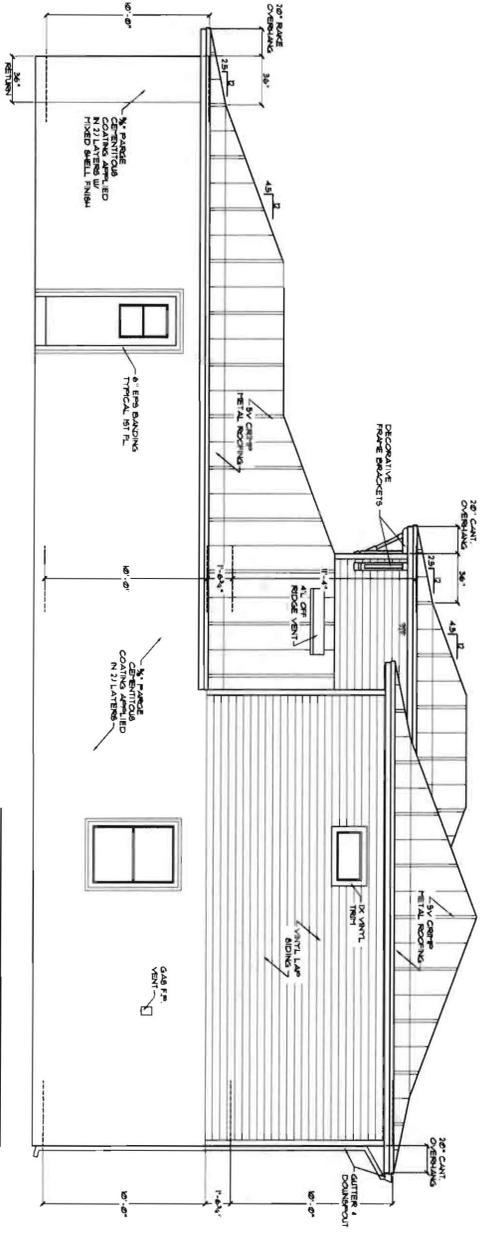
SCALE
1/4" = 1'-0"

BID SET
 PERMITTING SET
 PRODUCTION RUN

PAGE
5
OF 12



REAR ELEVATION
SCALE - 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE - 1/4" = 1'-0"

REVISIONS	BY

793 San Christopher Dr Suite D
Dunedin, Florida 34698

SHORE LINES
DESIGN GROUP, LLC

727-738-4545 (5483) #41-1983

ENGINEER OF WORK:
PAUL E. HAGLER, P.E.
REGISTERED PROFESSIONAL ENGINEER
1280 HEATHER RIDGE BLVD
LARGO, FL 34682
PHONE (727) 738-9425
VOICE (727) 738-9425

PAUL E. HAGLER, P.E. 20158

CUSTOM HOME FOR:

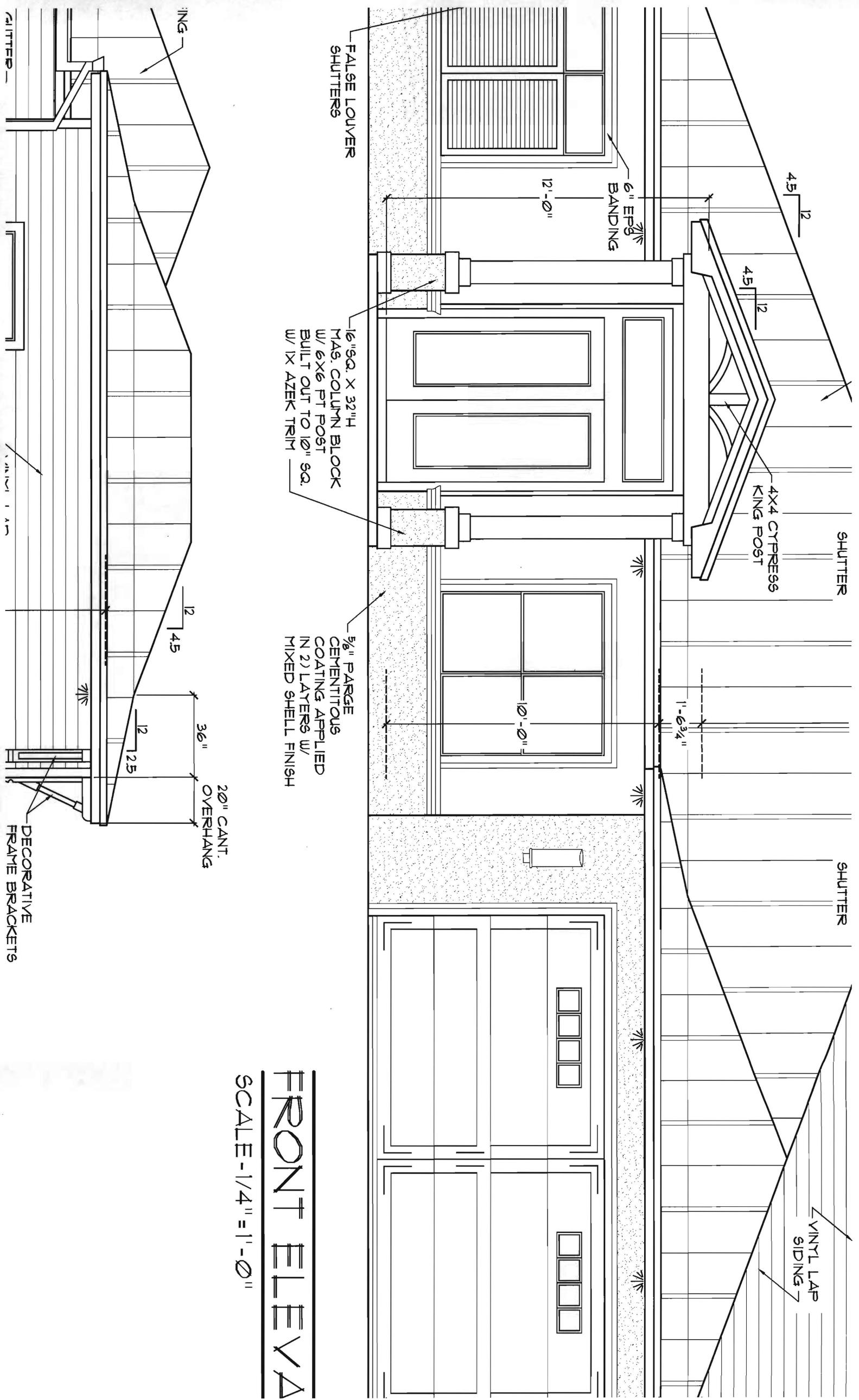
Brand Shank

LOT 27 PINELLAS ROAD, BELLEAIR, FL.

DRAWN BY: TJB
JOB#
12-040
DATE
07/09/13
DATE REV.
1 0/08/13
SCALE
1/4" = 1'-0"

GRID SET
PERMITTING SET
PRODUCTION RUN

PAGE
6
OF 12



FALSE LOUVER SHUTTERS

6" EPG BANDING

16" SQ. X 32" H MAS. COLUMN BLOCK W/ 6X6 PT POST BUILT OUT TO 10" SQ. W/ IX AZEK TRIM

5/8" PARGE CEMENTITIOUS COATING APPLIED IN 2 LAYERS W/ MIXED SHELL FINISH

4X4 CYPRESS KING POST

SHUTTER

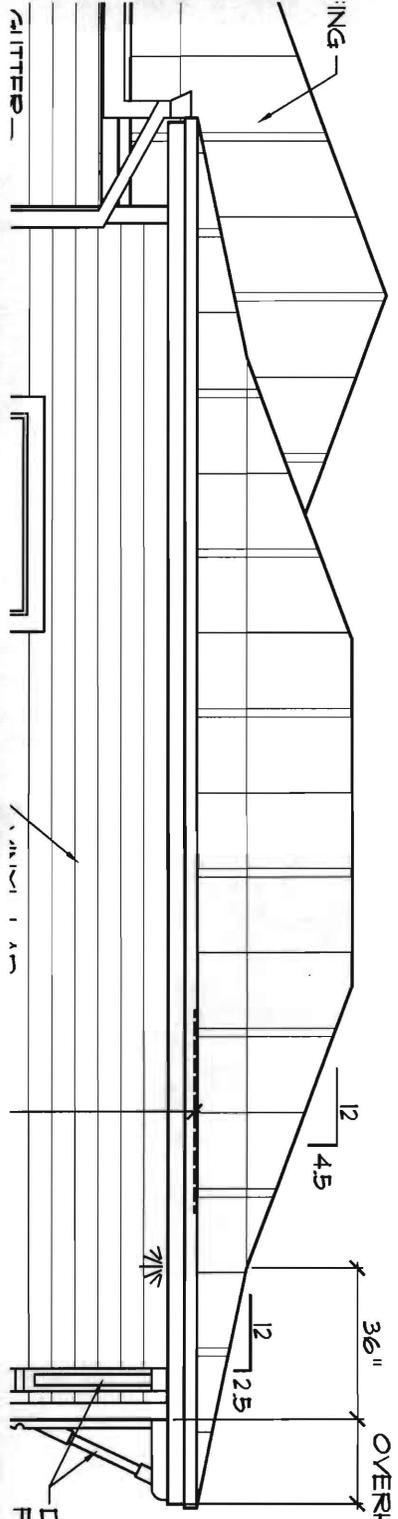
SHUTTER

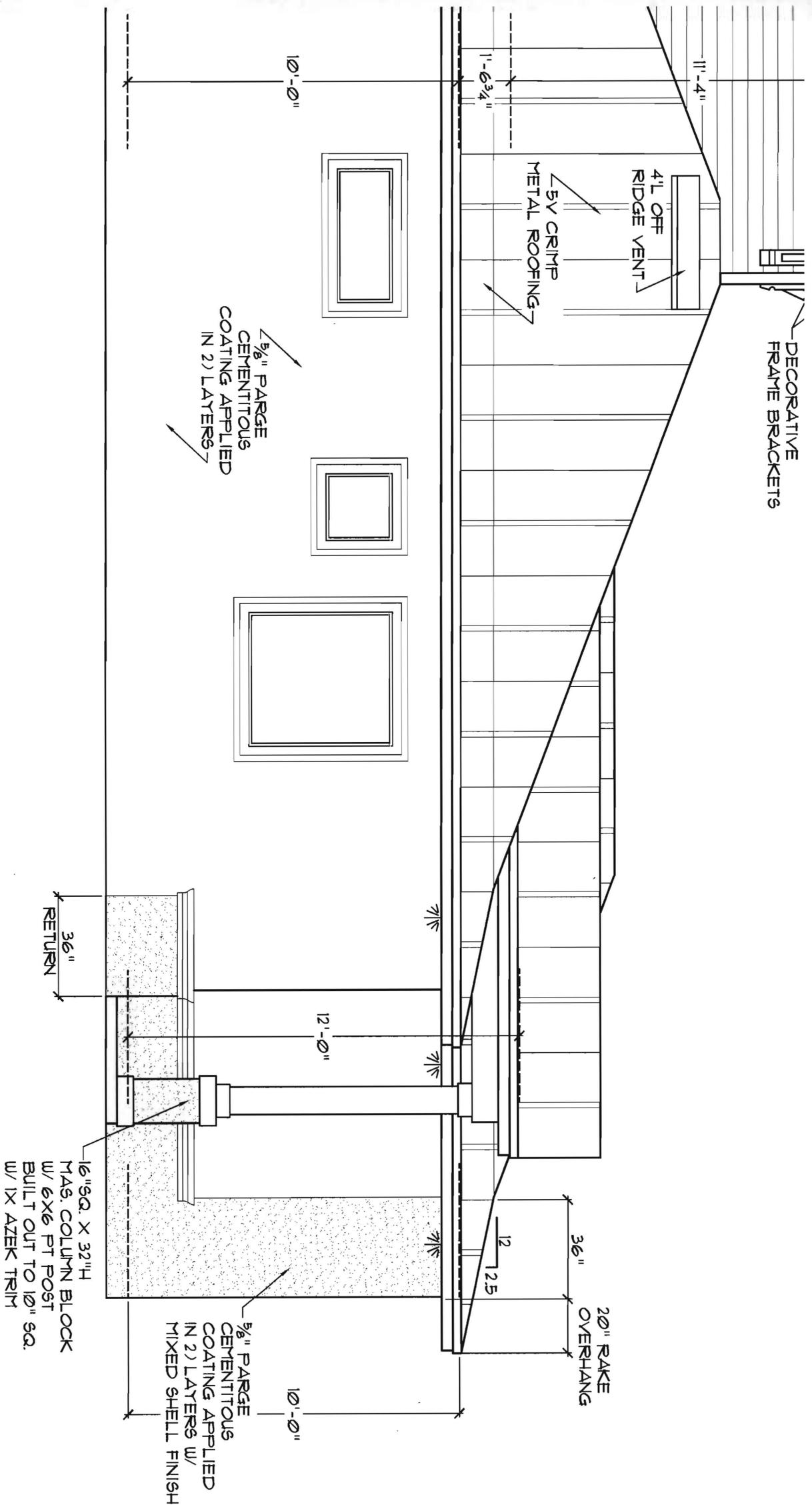
VINYL LAP SIDING

FRONT ELEVATION
 SCALE - 1/4" = 1'-0"

DECORATIVE FRAME BRACKETS

20" CANT. OVERHANG





LEFT SIDE ELEVATION

SCALE - 1/4" = 1'-0"

MINUTES OF SPECIAL MEETING OF THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA HELD AT TOWN HALL ON DECEMBER 3, 2013 AT 5:30 PM

PRESENT: Mayor Gary Katica
Commissioners
Stephen Fowler
Tom Shelly
Michael Wilkinson
Kevin Piccarreto
Town Manager Micah Maxwell
Town Attorney David Ottinger

Mayor Katica led the Pledge of Allegiance.

Quorum was present on roll call with Mayor Katica presiding; the meeting was called to order at 5:30 pm.

PUBLIC HEARING - MOWING RESOLUTION NO. 351

Mr. Ottinger read Mowing Resolution No. 351 into the record; stated that the property in violation of Section 26-141 of the Code of Ordinances was located at 355 Barbara Circle and owned by Juan Santana and Mary Claire Wolf.

Commissioner Shelly moved approval of Mowing Resolution No. 351. Motion seconded by Commissioner Wilkinson.

Vote on the motion to approve Mowing Resolution No. 351 carried unanimously.

PROCLAMATION HONORING VIRGINIA "GINNY" DONAHUE

Mr. Murphy read Proclamation honoring Virginia 'Ginny' Donahue for her services to Town of Belleair as a member of the Finance Board and her service and loyalty to the town; stating that she would be missed as she was relocating to her hometown of Boston, Massachusetts.

ADJOURNMENT

There being no further business to come before the commission the special meeting was adjourned in due form at 5:35 PM.

Town Clerk

APPROVED:

Mayor

MINUTES OF WORK SESSION OF THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA HELD AT TOWN HALL ON DECEMBER 3, 2013 AT 5:30 PM

PRESENT: Mayor Gary Katica
Commissioners
Stephen Fowler
Tom Shelly
Michael Wilkinson
Kevin Piccarreto

Town Manager Micah Maxwell
Town Attorney David Ottinger

Quorum present on roll call with Mayor Katica presiding; the meeting was called to order at 5:55 PM.

CITIZENS' COMMENTS

Lil Cromer, 4 Belleview Blvd., stated that an Open House would be held for Ginny Donahue on Thursday, December 5 at 5 o'clock; that Ginny would be moving back to Boston to be close to family members.

TOWN MANAGER'S REPORT

Mr. Maxwell commented on a request received from Belleair County Club asking for an adjustment in the required land area for Hotel zoning designation for less than 20 acres; stated that staff was looking for direction from the commission.

Discussions ensued regarding scheduling a Planning and Zoning Board meeting to review and discuss the request for reduction in land area for Hotel zoning district; regarding a proposed offer to purchase the Hotel; regarding the procedure for requesting a reduction in land area for hotel zoning.

Mr. Maxwell stated that David Healey and he had met with residents of South Garden 6 to discuss proposed zoning recommendation; that there would be future meetings with other RPD groups that were yet to be scheduled; that there had been some comment regarding concern for proposed units sizes; that staff had done some research on unit sizes that would be presented to the commission in an upcoming meeting; that he also had information on the height of buildings in the area.

Mr. Maxwell commented on the proposed holiday schedule and requested closing Town Hall on December 24th.

It was the consensus of the commission that Town Hall would be closed on Tuesday, December 24th.

Mr. Maxwell further stated that the Invitation to Negotiate Bids were due on December 5th; that the bids would be reviewed by Mr. Ottinger, Mr. Kurey of the finance board, Mr. Murphy and himself would review the bids and present the information to the commission at the next meeting; that it would not be an agenda item for the next meeting but would most likely be a special meeting with just that one item on the agenda.

TOWN ATTORNEY'S REPORT

Mr. Ottinger provided an update on the bankruptcy for the property on Cypress Avenue owned by Casey Jones; that there was mediation with Mr. Jones and the bank; that he had made a request to participate but was declined; that the attorney for Mr. Jones was to get an estimate for repairs needed; that at mediation a proposal was made by Mr. Jones to the bank for modification of the mortgage and expect to hear from the bank in the next two to three weeks; that if the mortgage was not modified then Mr. Jones' Chapter 13 plan would fail and the bank would proceed with foreclosure and the town would deal with the bank; that he expected to know something within the month.

MAYOR AND COMMISSIONER'S REPORT/BOARD AND COMMITTEE REPORTS

Mayor Katica stated that on Tuesday, November 26th he went into the Belleview Biltmore Hotel with FOX News; commented on the condition of the hotel and the extent of the damage in the building since he last visited the hotel in August.

Commissioner Piccarreto stated that the Historic Preservation Board did not have a meeting in November and no meetings scheduled for December.

Commissioner Shelly stated that the Park and Tree Board did not meet in November; that he did attend the FLC Legislative Policy Committee meeting provided suggested priority items that would change the CDGB Small City Block Grant allowing Belleair to apply for funds if the change was approved.

Commissioner Fowler stated that the Infrastructure Board met last month and discussed a number of items; that the Indian Rocks/Ponce roundabout project was moving forward; that the Planning & Zoning Board would be meeting on December 16th and he would not be at that meeting; commented on the drainage problem at the home of Judge Crockett Farnell.

Discussions ensued regarding the existing drainage problem.

Commissioner Wilkinson stated that the Recreation Board did not have a meeting; that Beach Boys Concert was a success; that the Holiday Concert was scheduled for December 6 & 7; that the Holiday Parade was scheduled for Sunday, December 8th at 5:00 pm..

POLICE CHIEF'S REPORT

Chief Edwards reported on recent vehicle burglaries; urged residents to keep their vehicles locked; commented on residential burglaries in the area; commented on burglary suspect in custody.

DISCUSSION OF REQUEST FOR VACATION OF EASEMENT – 303 SUNNY LANE

Mr. Maxwell stated that the owner of the property at 303 Sunny Lane has requested that the town vacate a significant portion of the town's right of way in front of the home on Indian Rocks Road; that there was a mix of sizes of right of ways in that area; that the owner was requesting the vacation in order for some upgrades on the property that would be within the right of way area; that the town did not have any need to hold onto the entire right of way area; that the request was for the vacation of the full 36.4 ft. right of way; that staff was not recommending granting the vacation of the entire right of way but only 15 feet of the right of way; that staff was in favor of the partial vacation and was looking for direction from the commission; that staff estimated that the actual dollars that would come into the town based on the current millage rate would be approximately \$100 in additional property taxes.

Mr. Maxwell further stated that staff had tried to contact the property owner to the north of this property regarding the vacation of right of way along Indian Rocks Road.

Discussions ensued regarding the right of way for properties north and south of the property at 303 Sunny Lane.

Mr. Maxwell stated that the matter was for discussion at this time and would be on the agenda for the meeting of December 17 for consideration; that no action was required at this time.

DISCUSSION OF BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2012

Mr. Murphy stated in July 2012 the US Congress passed the Biggert-Water Flood Insurance Reform Act; that the act removed all subsidies for pre-FIRM properties that are non-primary residences as well as new properties in a high risk or coastal high risk area; that there were approximately 84 such properties in town; that the flood insurance premium rates would increase by approximately 20% every year until they reach the full risk rate; that the action would have a significant impact on the real estate market; that a remapping program for FEMA was to take place in 2014; that the town would join in the efforts of other communities in Pinellas County to oppose or repeal the Flood Insurance Reform Act.

Commissioner Shelly stated the postponing would mean that the market would be impacted until the matter was resolved; that the bill needed to be killed and complete the affordability study that was part of the bill and never conducted.

Mr. Murphy stated that for the town to be part of the solution we could encourage residents to obtain elevation certificates; that the town could partner with the property appraiser's office to collect and merge data and offering as much technical assistance as possible and verify maps during the mapping process; that the town did participate in the community rating system and would discuss with the mapping agency to continue that program; that the town would also partner with other local governments and agencies working towards a solution.

DISCUSSION OF BIGGERT-WATERS FLOOD INSURANCE REFORM ACT (Continued)

Commissioner Shelly stated that he was hopeful that the commission would pass the resolution opposing the Biggert-Waters Flood Insurance Reform Act.

Lil Cromer, 4 Belleview Blvd., asked if property owners could self-insure if there was no mortgage on their property.

Rae Claire Johnson, 1717 Indian Rocks Road, asked about residents obtaining an elevation certificate.

Mr. Murphy stated that the town did have some elevations on file but residents could contact surveyor that could provide that information.

(Commissioner Wilkinson left at 6:15 PM)

Discussions ensued regarding average base flood elevations in town.

Commissioner Fowler asked about properties with split FEMA zones; stated that he recommended the commission oppose the Biggert-Waters Flood Insurance Reform Act.

ESTABLISHING AGENDA FOR REGULAR MEETING SCHEDULED FOR NOVEMBER 19, 2013 AT 6:30 PM

Mayor Katica announced the following items scheduled for public hearing for the December 17, 2013 regular meeting at 6:30 pm:

1. Second and final reading – Ordinance No. 489 – Amending list of historically significant structures.
2. First Reading – Proposed Ordinance No. 492 – Vacating Right of Way at 303 Sunny Lane.
3. Mowing Resolution.

On motion duly made and seconded the following agenda was established for the December 17, 2013 regular meeting at 6:30 pm:

**CITIZENS' COMMENTS
CONSENT AGENDA**

1. Approval of Minutes – Special Meeting – November 5, 2013
Work Session – November 5, 2013.
Regular Meeting – November 19, 2013.

ESTABLISHING AGENDA FOR REGULAR MEETING (Continued)

GENERAL AGENDA

Consideration of:

1. Approval of Proposed Resolution No. 2013-57 – opposing the Biggert-Waters Flood Insurance Reform Act of 2012.
2. Discussion of Proposed Amendments to Chapter 26- Environment – Article V – Weeds, Overgrown Vegetation, Debris.

ADJOURNMENT

There being no further business to come before the commission the meeting was adjourned in due form at 6:20 PM.

Town Clerk

APPROVED:

Mayor

MINUTES OF REGULAR MEETING OF THE TOWN COMMISSION OF THE TOWN OF BELLEAIR, FLORIDA HELD AT TOWN HALL ON DECEMBER 17, 2013 AT 6:30 PM

PRESENT: Mayor Gary Katica
Commissioners
Stephen Fowler
Tom Shelly
Michael Wilkinson
Kevin Piccarreto

Town Manager Micah Maxwell
Town Attorney David Ottinger

Mayor Katica led the Pledge of Allegiance.

There was a quorum present on roll call with Mayor Katica presiding; the meeting was called to order at 6:30 pm.

SCHEDULED PUBLIC HEARINGS

MOWING RESOLUTION NO. 349

There was no mowing resolution for consideration.

SECOND AND FINAL READING – ORDINANCE NO. 489 – AMENDING THE LIST OF HISTORICALLY SIGNIFICANT STRUCTURES AND PROPERTIES

Mr. Ottinger read Ordinance No. 489, amending the list of historically significant structures and properties, by title only.

Commissioner Fowler moved approval of Ordinance No. 489 amending Ordinance No. 387 designating specific historically significant structures and properties; providing an updated list of specific individual properties, building, and structures designated historically significant structures, on second and final reading. Motion seconded by Commissioner Wilkinson and carried unanimously.

FIRST READING – ORDINANCE NO. 492 – VACATING RIGHT OS WAY – 303 SUNNY LANE

Mr. Maxwell stated that the owner of property located at 303 Sunny Lane had submitted a request for the town to vacate a significant portion of the town's right of way in front of his home along Indian Rocks Road; that the town did not have any utilities located within the right of way area and not no future plans for the property; provided a review of the criteria of responding to the request to vacate by stating that the requested vacation was consistent with the traffic circulation element for the town's comprehensive plan and the county transportation plan; that the right of way did not provide the sole access to any property; that vacating the right of way would not jeopardize the current or future location of any utility; that the vacation would not be detrimental to the public interest and provides a positive benefit to the town; that it was staff's recommendation that the town vacate the right of way adjacent to 303 Sunny Lane beginning 15 feet east of the easterly curb on Indian Rocks Road and

FIRST READING – ORDINANCE NO. 492 (Continued)

extending west to the westerly property line of 303 Sunny Land for the length from north to south of the property; that the Planning and Zoning Board recommended that the town move forward with the request but did comment that the owner should pay costs associated with any required surveys and that there should be some cost of approximately of \$2500 for sale of the property to the owner.

Discussions ensued regarding expenses incurred in vacating the property at an estimation of a few hundred dollars.

Commissioner Fowler moved approval of Ordinance No. 492, vacating right of way at 303 Sunny Lane, on first reading. Motion seconded by Commissioner Wilkinson and carried unanimously.

Mr. Ottinger stated that the ordinance would need to be amended to indicate the actual area to be vacated.

CITIZENS' COMMENTS

Bette Crown, 510 Ponce de Leon Blvd., spoke about the proposed round about at Indian Rocks Road and Ponce de Leon Blvd.; spoke in opposition to the roundabout.

Chief Edwards provided comment on the intersection regarding a traffic survey and accidents in the area.

Dr. Michael Andriola, 3 Ambleside Drive, stated that he was not aware of the roundabout; expressed his concerns of the impact on properties contiguous to the roundabout; spoke in opposition to the roundabout.

Marianne Bialas, 59 North Pine Circle, stated that she thought the matter of the roundabout should be decided by vote of the residents; spoke in opposition to the roundabout.

Brand Shank, Palm Harbor, stated that he bought a lot in 2008 on Pinellas Road with the intention of building a home on the lot; that a variance was granted at that time but he was unaware that the variance would expire in 12 months.

Mr. Maxwell advised Mr. Shank that he would have to go through the variance process since the original variance did expire; that there was nothing in the code to allow for any alternative action by the commission.

It was the consensus of the commission to expedite the process if possible.

Sandy Hutton, 4 Belleview Blvd.; commented on the Belleview Biltmore Hotel and the proposed zoning designation of RM-10; urged the commission to wait until the proposed buyers had had an opportunity to move forward with the purchase; urged the commission to consider other options.

CITIZENS' COMMENTS (Continued)

Bill Crown, 510 Ponce de Leon Blvd., stated that his wife had a petition signed by residents who were in favor of the town reevaluating the proposed roundabout; asked if the project was a done deal and if there was anything that could be done by the residents and if so what would that be.

Mr. Maxwell stated that the bid and the contract had been signed and there would be some consequences to the town; that the town had already incurred costs associated with the project.

Randy Ware, 723 Ponce de Leon Blvd., stated that he lives at the intersection of Ponce de Leon Blvd. and Indian Rocks Road; that he did not understand why there was a challenge to the decision made by the commission after funds had already be spent; that he did not feel it to be a safe intersection; that he was 100% in favor of the roundabout; that he would be disappointed in the commission if they were to change their minds at this point; urged the commission to move forward with the project.

Helen Umberg, 236 Pine Road, asked when the decision was made for the roundabout.

Discussions ensued regarding the process and procedures for making the decision regarding the roundabout.

Commissioner Piccarreto stated that there had been a number of articles in newspapers as well as several commission meetings to discuss the project; that the project had received a unanimous vote to move forward with the project.

Mr. Maxwell commented on the cross-walks proposed in the project.

Petey Henning, 400 Ponce de Leon Blvd., commented on the impact on residents on Ponce de Leon Blvd; commented on the cost for the proposed roundabout; stated that she felt the money could be better spent of other projects such as improving the town's water system.

Bob Bialas, 59 North Pine Circle; commented on the traffic in Belleair; commented on roundabouts in other areas; stated that he did not think the roundabouts to be safe.

Paul Raymond, 410 Ponce de Leon Blvd., asked why residents were not made aware of the proposed roundabout; stated that he did not know what would have motivated the commission to make such a decision; that he did feel residents were given sufficient notice of the project.

Discussions ensued regarding the process and procedures in developing the proposed roundabout; regarding the purpose of the roundabout and the traffic calming aspects of the project.

Rae Claire Johnson, 1717 Indian Rocks Road, commented on her concerns regarding the roundabout; stated that she did think it to be a sensible solution.

Chief Edwards commented on the number of accidents at the intersection in recent years; commented on the difficulty for residents to access Ponce de Leon Blvd. from County Club Drive.

CITIZENS' COMMENTS (Continued)

Jeff Howard, 811 Osceola Road, stated that he did come to as many commission meetings as possible just to be informed; that he was impressed with the way the commission conducts the town's business and the openness of information provided to residents; that he did attend the meeting when the roundabout was discussed and he felt it was fully aired out; that the meetings were regularly scheduled and open.

CONSENT AGENDA

Mayor Katica announced the following items on the Consent Agenda for consideration and approval.

1. Approval of Minutes – Special Meeting – November 5, 2013
Work Session – November 5, 2013
Regular Meeting – November 19, 2013

Commissioner Piccarreto moved the approval of the Consent Agenda. Motion seconded by Commissioner Shelly and carried unanimously.

GENERAL AGENDA

RESOLUTION NO. 2013-57 – OPPOSING THE BIGGERT-WATERS FLOOD INSURANCE REFORM ACT OF 2013

Mr. Maxwell stated that Resolution No. 2013-57 was a resolution opposing and urging amendment or repeal of the Biggert-Waters Flood Insurance Reform Act of 2012; that the matter was discussed at the previous commission meeting.

Commissioner Shelly moved approval of Resolution No. 2013-57 opposing and urging amendment or repeal of the Biggert-Waters Flood Insurance Reform Act of 2012. Motion seconded by Commissioner Wilkinson and carried unanimously.

DISCUSSION OF PROPOSED AMENDMENT TO CHAPTER 26 – ENVIRONMENT – ARTICLE V – WEEDS, OVERGROWN VEGETATION, DEBRIS

Mr. Maxwell stated the staff was very close to completing the proposed ordinance; that staff would like to continue the item.

Commissioner Fowler moved to continued discussion of proposed amendment to Chapter 26 Environment – Article V – Weeds, Overgrown Vegetation and Debris, be continued. Motion seconded by Commissioner Wilkinson and carried unanimously.

OTHER BUSINESS

Mayor Katica commented on his recent tour of the Belleview Biltmore Hotel; commented on the bad condition of the hotel; commented on potential buyers of the property.

ADJOURNMENT

There being no further business to come before the commission the meeting was adjourned in due form at 7:20 PM.

Town Clerk

APPROVED:

Mayor

Summary

To: Town Commission
From: Stefan Massol
Subject: Ratification of 2013-16 FOP Agreement
Memo Date: 1/17/14

Summary: Staff presents the ratified agreement between the town and Fraternal Order of Police for the period of October 1, 2013 to September 30, 2016.

Previous Commission Action: The Town of Belleair Commission previously discussed the agreement with staff on January 7th.

Background/Problem Discussion: Staff presents the FOP contract for passage. The previous three-year agreement was largely renewed with minor changes as follows:

- 1) Eyewear protection may be purchased in lieu of protective footwear up to \$100 if the footwear is not in need of replacement and the eyewear meets ANSI and other town standards.
- 2) Vacation accrual for officers of 1-5 years will now be at a rate of 96 hours annually, two additional days.
- 3) Upon request by either party, the arbitrator shall have the power to issue subpoenas to compel witness attendance at arbitration hearings.

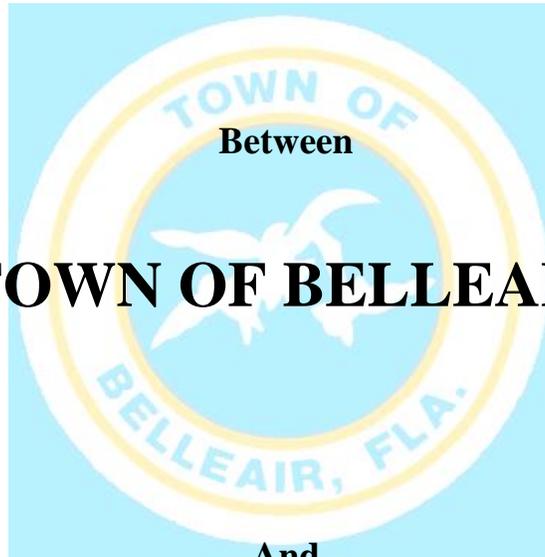
Financial Impact: None. There were no changes to pay that went beyond the cost of living adjustment for all town employees.

Alternatives/Options: Approval at second meeting, or suggestion of revisions and renegotiation of agreement.

Recommendation: Approval at second meeting.

Proposed Motion: Move to approve the contract between the Town of Belleair and the Fraternal Order of Police for 2013 to 2016.

AGREEMENT

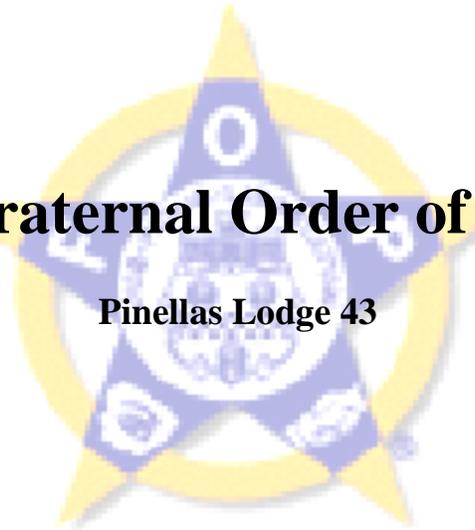


Between

TOWN OF BELLEAIR

And

The Fraternal Order of Police



Pinellas Lodge 43

For the Period of

10/1/2013 to 9/30/2016

TABLE OF CONTENTS

<u>Article Title</u>	<u>Page</u>
Index.....	i-ii
1 Preamble.....	1
2 Recognition	2
3 Management Rights.....	3-7
4 Absence from Duty for FOP Business	8-9
5 Checkoff.....	10-11
6 Representation	12
7 Grievance and Arbitration Procedure.....	13-18
8 Employee Rights	19-20
9 Bulletin Boards.....	21
10 Court Attendance and Depositions.....	22-23
11 Leaves.....	24-25
11.1 Sick Leave.....	24
11.2 Court Leave.....	24
11.3 Military Leave.....	24
11.4 Family Medical Leave	24
11.5 Funeral Leave.....	24
11.6 Vacations.....	25
12 <i>Holidays</i>	26-27
13 <i>Wages</i>	28-30
14 <i>FTO Program</i>	31
15 Work Week and Overtime.....	32-33
16 Uniforms	34-35
17 General Provisions	36-38
17.1 Residency.....	36
17.2 Maintenance of Conditions.....	36
17.3 Printing of Agreement.....	36

TABLE OF CONTENTS

<u>Article Title</u>	<u>Page</u>
17	General Provisions (continued)
17.4	Consultation36
17.5	Damaged Personal Property.....37
17.6	Outside Employment37
17.7	Insurance.....37
17.8	Smoking and Use of Tobacco38
18	Safety..... 39
19	Job Enhancement.....40-41
20	Seniority, Layoff and Recall 42
21	No Strike 43
22	On Duty Injury/ Light Duty44-47
23	Drug Free Workplace48-55
24	Entire Agreement 56
25	Savings Clause 57
26	Duration of Contract..... 58

ARTICLE 1
PREAMBLE

- 1.1** In accordance with the State of Florida Public Employees Collective Bargaining Statute, this Agreement is entered into by and between the Town of Belleair, a municipality in the State of Florida, hereinafter called the “Employer”, and the Fraternal Order of Police, Lodge 43, hereinafter referred to as the “FOP”. This labor agreement is applicable for employees as defined in Certificate Number 1220 issued to the FOP in accordance with the certification granted by the Public Employees Relations Commission on October 29, 1998.

DRAFT

ARTICLE 2 RECOGNITION

- 2.1** The Town of Belleair hereby recognizes the FOP as the exclusive representative for the purpose of collective bargaining with respect to wages, workweek as addressed in Article 15 and other terms and conditions of employment for all employees in the bargaining unit.
- 2.2** The bargaining unit for which this recognition is accorded is defined in the certification number 1220 granted by the Public Employees Relations Commission on October 29, 1998, comprised of all full time employees within the Town of Belleair Police Department employed in the class of police officer. All other employees, in the other ranks and positions shall be excluded from this Agreement.
- 2.3** The FOP hereby recognizes the Town Manager or his/her representative as the Employer's representative for the purpose of collective bargaining.
- 2.4** The FOP recognizes the right of the Town to enter into employment contracts with new employees for the purposes of recovering employment expenses should they leave voluntarily during the first 24 months of their employment. The current “Agreement for Reimbursement of Hiring and Training Expenses” including Appendix “A” that has been agreed to by the FOP is incorporated by reference.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except as specifically and expressly abridged, limited or modified by the written terms of this agreement, all of the rights, powers and authority previously possessed or enjoined by the Town of Belleair prior to this agreement are retained by the Town, and may be exercised without prior notice to or consultation with the FOP.

3.2 Nothing in this agreement shall be construed so as to limit or impair the right of the Town to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this agreement.

- A.** To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and the operations thereof.
- B.** To determine the purpose and functions of the Police Department and its constituent divisions, bureaus, and units.
- C.** To perform those duties and exercise those responsibilities which are assigned to the Town by Federal and State law, Town ordinance or by Town regulation.
- D.** To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the Town to be necessary for the operation and/or improvement of the Police Department, and to select, manage and direct management, administrative, supervisory and other personnel.
- E.** To alter or vary past practices and otherwise to take such measures as the Town may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this agreement.
- F.** To set the methods means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed practical and feasible by the Town in its sole discretion.
- G.** To determine and re-determine job content, workload and workforce size.
- H.** To decide the number, location, design, and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Town.

- I.** To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, layoff, assign, schedule, retain, transfer, promote, direct and manage all employees of the Department.
- J.** To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation, special skills, classifications, and other job related elements at the discretion of the Town.
- K.** To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.
- L.** To increase, reduce, change, modify or alter the size and composition of the work force.
- M.** To establish, change or modify the number, types and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.
- N.** To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased, contracted inter-governmentally, subcontracted, continued or discontinued.
- O.** To establish, change or modify employee duties, tasks, responsibilities or requirements.
- P.** To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the Town may from time to time deem appropriate. The town will act in accordance with this agreement on these matters.
- Q.** To determine the organization of the Police Department.
- R.** To determine the purpose and/or need of any subdivision of the Police Department.
- S.** To set the standards for services to be offered to the public.
- T.** To hire, examine, classify, promote, train, and retain employees in positions within the Police Department.

- U. To suspend, demote, discharge, or take other disciplinary action against employees.
 - V. To determine the number of employees to be employed in the Police Department.
 - W. To establish, implement and maintain an effective internal security practice.
- 3.3** The Town has sole authority to determine and re-determine the purpose and mission of the Police Department.
- 3.4** If, in the discretion of the Town Manager or designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this agreement may be suspended by the Town during the time of the declared emergency, with the exception of pay scales and benefits. The filing or progressing of any grievance shall be tolled until after the conclusion of the emergency condition(s) as determined by the Town and the Union is notified the emergency is over.
- 3.5** The Town has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.
- 3.6** The selection process and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 3.7** The FOP recognizes that the Town and the Police Department have certain obligations to comply with Federal, State and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 3.8** The Town shall have the right, during the term of this Agreement, to terminate selected services and/or operations permanently. In such event, all obligations hereunder to its affected employees and to the FOP shall forthwith terminate. The Town shall also have the right, from time to time during this Agreement, to suspend selected

services/operations in whole or in part and during the period of such suspension this agreement shall also be suspended without liability in respect to either the FOP or the employees involved.

3.9 The Town hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the Town of Belleair.

3.10 Except as otherwise expressly provided in this agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this agreement, shall remain and be in full force and effect unless changed, modified or deleted by the Town. Final authority to change, modify or delete any rule or regulation rests with the Town.

3.11 It is expressly understood by and between the parties to this agreement that the Town shall not be deemed to have waived or modified any of the rights reserved to the Town under this article by not exercising said rights either in a particular matter or in a particular manner.

3.12 Nothing contained in this agreement shall abrogate the rights, duties and responsibilities of the Town Manager, as provided by law.

3.13 Nothing in this agreement shall limit the Town in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The Town can exercise only those managerial functions that do not violate or abridge this agreement.

3.14 The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.

3.15 In the exercise of the above-enumerated rights the Town recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify or impact on hours, wages, and terms and conditions of employment of bargaining unit employees. Nothing contained in this Section shall prevent the Town from implementing the proposed right or decision, but any settlement, agreement or

legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the Town.

DRAFT

ARTICLE 4
ABSENCE FROM DUTY FOR FOP BUSINESS

- 4.1** An FOP representative shall be granted time off by the Employer to attend FOP meetings, provided:
- A.** A written request is submitted to the Chief of Police at least 72 hours prior to the time off period.
 - B.** Sufficient staffing is available in the regular shift to properly staff the Department during the absence of the FOP official. In an emergency, an oral request may be made to the Police Chief or his/her designee, for verbal approval, provided a written request is submitted within 24 hours of the oral request and substantiates the emergency.
 - C.** There is sufficient time in the FOP pool. The FOP pool is defined in Article 4, Section 2.
- 4.2** The Town will establish a pool of time to which bargaining unit employees may donate time. The pool will be defined as follows:
- A.** An FOP pool of time will be established (starting with the effective date of this agreement) for the purpose of FOP officials attending official FOP business functions or meetings, providing the conditions in Article 4, Section 1.A. and 1.B. are met.
 - B.** The pool of time will be capped at forty (40) hours.
 - C.** Each member of the FOP may donate two (2) hours or more of his/her annual leave vacation, sick leave time, or compensatory time, but not to include holiday time, to the FOP leave pool.
 - D.** Donations will be made twice a year to the pool, during the first complete pay period of the fiscal year and during the first complete pay period in April. For the initial setup of the FOP pool, time may be donated for the first complete pay period after ratification.
 - E.** A donation cannot be less than 2 hours.
 - F.** A donation amount cannot cause the pool to exceed 40 hours.

Town of Belleair – FOP Contract 2013-2016

- G.** Approved use of pool time will be paid at straight time. Time used from the pool will not count as actual time worked and therefore will not be used to factor either overtime or compensatory time.
- H.** Once time is donated to the pool the FOP member donating the time cannot get it back.
- I.** Any time left in the pool as of the end of the Town's fiscal year will be carried forward to the next fiscal year but shall be included under the 40-hour limitation.
- J.** Donation requests will be in writing on forms approved by the Town Manager.

DRAFT

ARTICLE 5 CHECKOFF OF DUES

- 5.1** Employees covered by this agreement may authorize, on the prescribed form the deduction of FOP dues and uniform assessments.
- 5.2** FOP dues shall be deducted each applicable pay period and the funds deducted, minus the applicable service fee, shall be remitted to the FOP within thirty (30) days
- 5.3** The FOP agrees to pay the Employer a reasonable fee for the services of dues deduction and collection. The fee for dues deductions shall be one (\$1.00) dollar per member in each pay period having FOP deductions for those who have authorized such deductions.
- 5.4** Deductions will be made the first pay period of the each month.
- 5.5** For the purpose of putting this Article into effect, the employer will furnish the FOP with forms for completion by employees who desire to authorize payroll deductions of FOP dues and uniform assessments.
- 5.6** Payroll dues authorizations are revocable at the employee's request upon thirty (30) days written notice to the employer and the FOP.
- 5.7** The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature.
- 5.8** In the event an employee's salary earnings within any pay period, after deductions for withholding, pension or social security, health and/or other standard deductions, are not sufficient to cover dues it will be the responsibility of the FOP to collect its dues for that pay period from the employee.
- 5.9** The FOP will initially notify the Town as to the amount of the dues. Such notification will be certified to the Town, in writing, over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the Town, and shall be done at least one (1) month in advance of the effective date of such change.
- 5.10** The FOP agrees to pay the Employer a reasonable fee for any changes in bargaining unit membership dues structure at the rate of one (\$1.00) dollar times the number of members having such deductions at the time of such change. In addition a flat

fee of twelve (\$12.00) dollars shall apply to any such change. A check to cover these fees shall accompany the letter of authorization requesting such change.

- 5.11** The Union shall indemnify, defend and hold the Town, its officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Town, its officials, agents, and employees correctly complying with this Article. The Union shall promptly refund to the Town any funds received in accordance with this Agreement, which are in excess of the amount of membership dues, which the Town has agreed to deduct.

DRAFT

**ARTICLE 6
REPRESENTATION**

- 6.1** Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The names of the FOP representatives shall be given in writing to the Employer.
- 6.2** Recognized FOP representatives will be permitted to discuss FOP business with FOP members, when on duty, provided that such discussions shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the community as determined by the Chief of Police or designee. The FOP agrees that this privilege shall not be abused.
- 6.3** A copy of a special order, general order or a training bulletin, affecting FOP members shall be made available to the FOP upon request.
- 6.4** The FOP will submit the name of the recognized FOP representative(s) for the Belleair Police Department members at the signing of this agreement and will update that information if any changes are made during the term of this agreement. The Town agrees that the FOP Department representative or the FOP President will be the person of contact for any problems arising.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7.1 GENERAL

- A.** The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee, or group of employees, involving the interpretation or application of this Agreement. An employee shall have the option of using the Town's grievance procedure contained in its Personnel Policy or the grievance procedure established under this Article, but an employee cannot use both procedures. A probationary employee may file a grievance over non-disciplinary issue, but the step 3 decision shall not be subject to section 7.3. Discipline of probationary employees shall not be subject to sections 7.2 or 7.3, as such employees serve at the will and pleasure of the Town and are subject to disciplinary action.
- B.** An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his/her own grievances, and having such grievances adjusted without the intervention of the bargaining agent. If an employee chooses to process his/her own grievance, the FOP must be notified of any meeting where the resolution of the grievance may occur.
- C. Definitions:**
1. A "Grievance" is defined as and limited to a dispute involving the interpretation or application of a specific clause or provision of this Agreement. No other matters shall be considered a grievance or shall be the subject of arbitration.
 2. The term "employee" means any individual within the bargaining unit covered by this Agreement.
 3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, exclusive of weekends and holidays.

4. A "grievant" is an employee or group of employees covered by this Agreement, who has filed a timely grievance under this article.
- D.** A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by either party or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the Employer at each step shall entitle the employee to advance the grievance to the next step. The time limits provided in this Article will be strictly construed and observed, unless extended by the Town Manager for a maximum of five (5) days.
- E.** The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the FOP, if applicable, and the Employer from orally discussing and resolving the grievance.
- F.** In advancing a grievance, the employee, the FOP representative, if applicable, and/or the Employer may call witnesses to offer relevant testimony. Witnesses who are employees shall suffer no loss of pay or benefits while serving as witnesses, and shall be excused to testify during working hours providing such absence from their place of work in no way adversely affects service to the community. If the grievant or FOP, if applicable, calls a witness that is a Town employee or a member of the bargaining unit, the time will not be considered time worked.
- G.** Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Police Chief or Town Manager.

7.2 GRIEVANCE PROCEDURE

- A.** STEP ONE - The aggrieved employee may, with or without FOP representation, submit a written grievance at the Step in which the recipient would have the authority to address the issue within five (5) days of when the grievant knew or should have known of the event giving rise to the grievance. The written grievance at this step, and all steps hereafter, shall contain the following information:

1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.
2. The article (and section as appropriate) of the labor agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee
4. The signature of the aggrieved employee, or the FOP representative in case of class grievances.
5. The date submitted

The Supervisor shall meet with the grievant within five (5) days, to discuss and seek a solution to the grievance. Within five (5) days after the meeting, the Supervisor shall give his answer in writing to the grievant.

The written response at this step and all steps thereafter shall contain the following information:

1. The decision of the representative
2. The signature of the appropriate Employer representative

NOTE: Step one shall be eliminated if the action, which is the subject of the grievance, was initiated by the Chief of Police.

B. STEP TWO - If the grievance is not resolved at Step One; the aggrieved employee may submit a written appeal to the Police Chief within five (5) days after receipt of the Supervisor's written answer.

Within five (5) days after receipt of the written appeal, the Police Chief will meet with the aggrieved employee and/or the FOP representative to discuss and seek a solution to the grievance. Within five (5) days after this meeting, the Police chief shall give his written decision to the grievant.

STEP THREE - If the grievance is not resolved at Step Two, the aggrieved employee may submit a written appeal to the Town Manager within five (5) days after the Police Chief's or his designee's written answer. The Town Manager shall meet with the aggrieved employee and/or the FOP representative, and the Police Chief within five (5) days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) days after this meeting, the

Town Manager shall give his written answer to the grievant and/or the FOP representative.

Documented verbal warnings, and written warnings which become part of the employee's personnel file are subject to the grievance procedure only through Step 3, Town Manager, and are not subject to arbitration.

7.3 ARBITRATION REFERRAL

- A.** If the grievant is dissatisfied with the grievance resolution issued by the Town Manager, all matters referred to in Section 7.2 may be submitted for final and binding arbitration as provided in this Article. Only the union may bring a grievance to arbitration, unless the Union refuses to represent the employee solely on the ground that the employee is not a member of the union in which event the employee shall have the right to arbitrate but shall have all of the rights and obligations that the union had had it not refused to represent the employee on that ground.
- B.** Within five (5) days from the decision of the Town Manager, the union or the employee pursuant to Section 7.3 A. above, must notify the Town Manager of its intent to arbitrate.
- C.** If the parties fail to mutually agree upon an arbitrator, within ten (10) days after the date of receipt of the arbitrator request, a list of seven qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Town Manger, the grievant, or the grievant's representative. Within five (5) days after receipt of this list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- D.** ~~The hearing on the grievance shall be informal and the rules of evidence shall not apply.~~ Unless otherwise provided in this Agreement, the arbitration shall be governed by the Revised Florida Arbitration Code (Florida Statutes, Chapter 682), shall be informal, and the rules of evidence shall not apply.
- E.** The arbitrator shall not have the power to add to, subtract from, ignore, modify, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application

of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him.

- F.** The decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the FOP, and the Employer so long as it is consistent with Federal and state law and this Agreement.
- G.** The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration and each party shall bear the cost of its own representative, counsel and witnesses.
- H.** Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. **Upon request by either party, the arbitrator shall have the power to issue subpoenas to compel witness attendance at the arbitration hearing in the manner provided by Section 682.08 of the Florida Statutes.**
- I.** The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) days after the hearing.
- J.** In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- K.** Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event, not later than fifteen (15) calendar days after receipt of the arbitrator's decision unless an appeal is filed.
- L.** Either party to this Agreement desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts.
- M.** In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause", as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the Town, if the arbitrator finds that "Just Cause" did exist. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the Town occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable

distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its inclusion in the same disciplinary grouping as the transgression, which is the subject of the arbitration.

- 7.4** Claims of a violation of any law, including those referred to in Article 8, shall be subject to a grievance procedure, but shall not be subject to arbitration without written consent of both the union and the Town.

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ARTICLE 8

EMPLOYEE RIGHTS

- 8.1** A bargaining unit member shall have the right to representation by a FOP representative at any time that the employee is subject to an interrogation which may lead to disciplinary action. All members are protected by the provisions of the Florida State Statutes under the Police Officer's Bill of Rights, Florida Statute, Sections 112.531, 112.532, 112.533 and 112.534.
- 8.2** An employee under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.
- 8.3** All personnel records shall be maintained in full accordance with Chapters 112 and 119 of the Florida Statutes governing personnel records for Police Officers. When a personnel record of a member of the bargaining unit is furnished to the public pursuant to a request therefor, such information shall be released in accordance with Florida Statutes governing public records. The employee shall be notified as soon as possible whenever his/her personnel record is accessed by the public. If the employee is absent from duty, an attempt will be made to contact the employee, and if unsuccessful the employee will be informed upon his/her return to work.
- 8.4** All employees shall have the right to inspect and make copies of their personnel records. No employee records shall be hidden from an employee's inspection. Any standard charges shall apply.
- 8.5** All Internal Affairs investigations will be conducted in accordance with Florida State Statutes.
- 8.6** When the employer requires a detailed memorandum to investigate an inquiry regarding an allegation of misconduct or inappropriate action by an employee, the employer shall provide a general description of the nature of the allegation at the time the memorandum is required.
- 8.7** All formal investigations shall culminate in one of the following conclusions:
- A. Exonerated:** The incident occurred, but was lawful and proper.
 - B. Not Sustained:** Evidence does not support the allegation.
 - C. Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.

- D. Unfounded:** The incident did not occur.
- E. Policy Failure:** The action of the agency or the officer was consistent with agency policy; however, the policy requires amending or revision.

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**ARTICLE 9
BULLETIN BOARDS**

- 9.1** The FOP shall have the use of a bulletin board located within the Break Room area of the Police Department.
- 9.2** The Police Chief must sign off on any item prior to it being posted on the bulletin board.
- 9.3** The FOP shall have reasonable access to use electronic mail within the Department for the purposes of informational items directly related to FOP business involving the bargaining unit; providing no email shall contain political, slanderous, controversial, vulgar or sexually related materials. All emails must be approved in advance by the Police Chief.

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ARTICLE 10
COURT ATTENDANCE, DEPOSITIONS, AND STANDBY TIME

- 10.1 A.** An employee covered by this agreement whose appearance is required in county or circuit court as a result of a matter arising out of the course of his/her employment with the Town of Belleair, shall receive a minimum of two (2) hours pay if such attendance is during the employee's regularly scheduled time off. This provision shall also apply when the employee is subpoenaed to appear at the State Attorney's Office, Public Defender's Office, Traffic Court, or private attorney's office in a criminal, traffic, or civil case arising from the employee's course of employment with the Town. The employee shall be allowed to retain any monies paid for out of pocket expense and or mileage. The employee may elect to accept either the witness fees or the department pay but not both.
- B.** Employees required to appear as in A. above in multiple cases will be paid their two hour minimum or the actual time spent which ever is greater.
- 1.** Time for court appearances will begin at the scheduled time.
 - 2.** Should multiple cases fall within the 2-hour block; the employee will only be eligible for the 2 hour pay or the actual time worked which ever is greater.
 - 3.** Should cases be separated by less than two hours the employee will be paid on a continuous basis for the total time from the start of the first appearance to the conclusion of the last appearance. If the time between cases exceeds 2 hours the employee will be paid for each appearance separately under the two hour minimum.
 - 4.** If an appearance begins within 60 minutes of the beginning or ending of an employee's scheduled work time, the employee will be paid continuously until the conclusion of the appearance.
 - 5.** Court Time will be recorded and paid at the overtime rate if the employee has 40 hours of work time other than court or court stand-by, otherwise court time will be credited or paid at the base rate of pay.
 - 6.** Time for court appearances while on standby begins when the court witness coordinator calls the employee to appear and the employee leaves

their residence within 15 minutes thereof. Time for appearance ends when the employee arrives at their residence (or would arrive at their residence by proceeding directly there), or when the employee arrives at work.

7. Should an officer be placed on court stand-by and later called to testify on the same case, that officer shall be paid for both stand-by and time spent in court, with a minimum of one hour court time.

10.2 An employee who becomes a plaintiff, defendant, or witness not associated with his/her work shall not be eligible for leave with pay, but must use chargeable leave time for any necessary time off.

10.3 An employee subpoenaed within the provisions of 10.1 above, shall promptly notify his/her immediate supervisor so that arrangements can be made for work coverage should it become necessary.

10.4 An employee who attends court during scheduled work time or other official duty as identified in 10.1 above, for only a portion of a regularly scheduled workday shall report for duty when excused or released by the court or similar authority.

10.5 An employee will go on standby status per department policy, as instructed by the State Attorney's office, as of the date and time required by the subpoena if he/she is subpoenaed to appear in county or circuit court as the result of a matter arising out of the course of his/her employment with the Town of Belleair, provided that this is agreeable to the court and/or the attorney requesting his/her presence. Employees placed on court standby status will be paid two hours pay at the base rate of pay.

10.6 Court standby time shall be excluded from hours worked computations

ARTICLE 11 LEAVES

Members of the bargaining unit shall receive the same benefits under the same conditions of other Town employees based on whether they are regular full-time, permanent part-time or probationary employees with respect to sick, court, military, FMLA, funeral and vacation leaves. Consistent with Section 3.10, of this agreement, modification of any or all of these benefits and the conditions upon which they are received or enjoyed shall be subject to negotiation and resolution pursuant to the negotiation, impasse resolution process set forth in Florida Statutes, Chapter 447.

11.1 Sick Leave

Members of the bargaining unit shall receive Sick Leave Benefits as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002.

11.2 Court Leave

Members of the bargaining unit shall receive Court Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002.

11.3 Military Leave

Members of the bargaining unit shall receive Military Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002.

11.4 Families and Medical Leave

Members of the bargaining unit shall receive Families and Medical Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002.

11.5 Funeral Leave

Members of the bargaining unit shall receive Funeral Leave as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002.

11.6 Vacation

Unless otherwise stated in this article, members of the bargaining unit shall receive Vacation as established in the Town’s Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002. Any hours accumulated above the maximum will be forfeited, except if an officer has vacation scheduled and it must be cancelled by the Town due to emergency conditions or extreme staffing needs, then the officer may accrue up to that additional scheduled time in addition to their regular limit and will be paid for that additional accrual above the regular limit at the end of the Town’s Fiscal Year.

11.7 Amount of Vacation to be earned

1 Year to 5 Years	8 hours per month, 96 hours annually
6 Years to 15 Years	10.00 hours per month, 120 hours annually
16 Years and over	13.33 hours per month, 160 hours annually

ARTICLE 12

HOLIDAYS

12.1 The following Holidays shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday
Christmas Day	December 25
Floating Holiday	

12.2 Whenever possible, employees will be granted time off on holidays. When an employee who is scheduled to work is able to take the holiday off, he will receive holiday pay for the hours he would normally work. Thus, an employee normally scheduled to work five eight-hour days per week will receive eight hours of holiday pay. An employee who normally works four ten-hour days would receive ten hours of holiday pay.

12.3 An employee, regardless of the type of schedule worked, who is required to work on a holiday or whose normal day off occurs on any such holiday shall be paid an additional eight/ten hours at the employee's straight time hourly rate of pay, or the employee may elect to store the eight/ten hours of holiday time.

12.4 Holiday hours shall be counted as work time for the purpose of weekly overtime computation when an employee either uses holiday time on the day of the holiday, or when the employee uses stored holiday hours to take time off at a later date. The use of stored holiday time may be granted at the discretion of department management.

12.5 Stored holiday time earned and not used or paid during the fiscal year shall be paid in the last pay period of the fiscal year or prior to being promoted to any higher classification. These hours shall be paid at the employee's straight time hourly rate of pay.

12.6 An employee must be on active pay status for his entire scheduled hours of duty or work his normal schedule of hours, either on his regularly scheduled working day

immediately prior to a holiday or his regularly scheduled working day immediately following a holiday, in order to qualify for holiday pay. Employees on workers' compensation will also qualify for holiday pay.

12.7 Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with holiday for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

12.8 Employees on annual leave, military leave, jury duty, extended illness leave, bereavement leave and all other absences from duty and on active pay status on the calendar day the holiday is observed must use the holiday on the same calendar day that it is earned.

12.9 When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

12.10 Employees covered by this agreement will be scheduled by appropriate supervision to work or take a holiday off, if the holiday falls on their normal work day, to provide orderly and efficient police service to the community and department. If, after being scheduled to work on a holiday which is his normal work day, an employee may request to take the holiday off and may be approved by management, providing such absence from duty will in no way interfere with the mission of his particular function.

12.11 Employees covered by this agreement will be subject to the City's "Closure Day" that shall be applied as follows: If the employee is working on the closure day, the employee will be permitted to take another day off during the fiscal year. If the closure day falls on the employee's regularly scheduled day off, the employee will be permitted to take another day off during the fiscal year. Employees shall not be permitted to carry over the closure day to the following fiscal year or receive pay for these hours.

ARTICLE 13 WAGE PROVISIONS

13.1 Merit Wage Increase

All employees in the bargaining unit shall be evaluated using the employee performance evaluation system adopted by the Town, and included in the Town's Policy and Procedures Manual dated February 18, 1997 and revised October 1, 2002. the maximum potential merit wage increase will be three percent

13.2 Cost of Living Increase

For year one of the contract, there shall be no Cost of Living Increase for employees covered by this Agreement. However, if during the first year of this Agreement the City approves a general wage increase for non-contractual employees of the City not covered by this Agreement, employees covered by this Agreement shall receive the same increase.

For year two of the contract, Cost of Living adjustment shall be subject to negotiation.

For year three of the contract, Cost of Living adjustment shall be subject to negotiation.

Cost of living adjustments approved will be applied toward all eligible employees base salary, and provide a basis for annual adjustments to the minimum and maximum pay ranges for the classifications covered by this agreement.

13.3 Overtime

Members of the bargaining unit shall receive overtime as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002, and in accordance with the provisions of this Contract, except where amended by this agreement. (See Article 15 Work Week)

13.4 Shift Differential.

Shift differential pay of 4% of base pay shall be paid to those employees who work a shift where the majority of the hours falls after 5:00PM and before Midnight.

Shift differential pay of 8% of base pay shall be paid to employees who work a shift where the majority of the hours fall after Midnight and before 6:00AM.

Overtime which continues into more than 4 hours of any following shift which would be eligible for differential or higher differential shall be entitled to the differential for that time worked on that shift. All shift differentials shall be paid on the officer's base rate of pay.

Officers who are eligible for an 8% shift differential and work more than 4 hours into the day shift will still be paid the 8% shift differential for all additional hours worked, based upon the officer's base rate of pay

For those officers working a twelve hour shift the following shift differential rules shall apply:

1. For shifts beginning at 6:00 PM and ending at 6:00 AM the officers shall be entitled to shift differential of 4% for the 6 hours from 6:00 PM to Midnight and 8% for the 6 hours from Midnight to 6:00 AM. When the 12 hour shift is from 7:00 PM to 7:00 AM the officer shall be entitled to shift differential of 4% for the 5 hours from 7:00 PM to Midnight and then 8% for the 7 hours from Midnight to 7:00 AM.
2. For Shifts beginning at 6:00 AM or 7:00 AM and ending at 6:00 PM or 7:00 PM respectively the officers shall be entitled to 4 hours shift differential or 4% regardless of the shift.

All calculations of shift differential shall be based on the officer's base pay hourly rate.

Officers subject to shift differential shall continue to receive their shift differential if their schedule is changed within one (1) week of their regularly scheduled shift.

13.5 Compensatory Time

Members of the bargaining unit shall receive compensatory time as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002. The election of compensatory time or overtime pay shall be the decision of the employee. Police officers may accumulate up to 80 hours of Compensatory time.

13.6 Longevity

Members of the bargaining unit shall receive longevity pay as established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002.

13.7 Pay Day

- A. The current practice of issuing paychecks on Wednesday following the end of the pay period may be modified by the Town but shall not be later than the Friday following the end of the pay period.
- B. The current pay periods of 14 calendar days shall continue.

13.8 Call Back Pay

- A. Call back is when an employee is called to return to duty after that employee has completed his/her assigned shift and has left the building.
- B. Employees called back to work shall be paid a minimum of two (2) hours of work. For pay purposes, actual time begins when the employee is contacted and the employee leaves their residence within 15 minutes thereof. Time for call back ends when the employee arrives at their residence or would arrive at their residence by proceeding directly there. If the employee is called off prior to arriving at the requested assignment, the employee shall be paid a minimum two (2) hours. Employees required to work beyond their regular shift shall not receive call back pay.

ARTICLE 14
FIELD TRAINING OFFICER (FTO) PROGRAM

14.1 FTO

The Police Chief will have complete authority over all aspects of the FTO Program including: the qualifications required to participate in the FTO Program and the scheduling of FTO hours.

The Town agrees to provide one dollar (\$1.00) per hour for each shift worked (less all applicable deductions such as taxes and withholdings) as supplemental compensation to an officer assigned as a Field Training Officer.

To receive the supplement an officer must be assigned a recruit for the purpose of training for a minimum of 6 hours in any one shift in which case the officer will be paid FTO supplement for the entire shift, or cumulative of 30 hours in any one week in which case the officer will receive the FTO pay of for all hours worked that week.

ARTICLE 15 WORK WEEK

15.1 Basic Work Week

Members of the bargaining unit shall be covered by the basic workweek policy established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002. The basic workweek for bargaining unit members for the purposes of FLSA shall be a seven-day period beginning on Saturday at 12:01 AM and ending on the following Friday at midnight, unless otherwise specified by the town manager, in order to meet the needs of the department. Should any change be considered, the FOP will be notified at least 30 days prior to the implementation of the change so that any impact can be identified and if needed bargained.

15.2 Hours of Work

Members of the bargaining unit shall be covered by the hours of work policy established in the Town's Policy and Procedures Manual dated February 18, 1997 and revised October 1, 2002. Specifically, the Parties recognize that any changes to the hours of work are subject to bargaining, however it is understood that temporary changes are not subject to bargaining, but are subject to operational needs as determined by the Chief.

15.3 Meals

Employees covered by this agreement who are required to be on call for their entire shift of work, shall be entitled to a paid meal break. Employees not required to be on call for their entire shift shall have an unpaid meal break scheduled by management

15.3 Attendance

Members of the bargaining unit shall be covered by the Attendance policy established in the Town's Policy and Procedures Manual, dated February 18, 1997 and revised October 1, 2002. Also, the Department shall provide a published schedule of officer's duty times at least one-week in advance, except that the town reserves the right to change the schedule as deemed appropriate and necessary by the Police Chief, in which case the affected officers shall be contacted as early as possible.

15.4 Shifts

The Parties agree to automatically re-open this section of this article for the negotiation of shift assignments and/or bidding of shifts in October of 2008.

15.5 Overtime

Overtime shall be paid for all hours worked in excess of 40 in any work week. Full hours of absence due to paid holidays, paid conference/training time and jury duty will be counted as hours worked for the purposes of determining eligibility for overtime. No other time except time actually worked will be counted.

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ARTICLE 16 UNIFORMS

16.1 Uniforms and Equipment

- A. The employer agrees to continue the current policies of providing uniforms and equipment.
- B. The Town agrees to provide bargaining unit members with a Jacket or Jackets approved by the Police Chief.
- C. Employees will not be held personally responsible for issued items that become worn and unserviceable through no fault of their own. However, if in the opinion of the Chief, a piece of or an issued item is damaged due to abuse, carelessness or the negligent care of the employee, the employee will be personally liable for either the replacement cost or the fair market value of the item whichever is less.
- D. Issued uniform items and equipment will be replaced when the item becomes unserviceable, as determined by the Chief. Employees who believe an issued item is unserviceable are required to promptly notify the Chief.
- E. The Town agrees to reimburse employees covered by this Agreement that are assigned to plain clothes positions for more than one month up to a maximum of \$500.00 per fiscal year for purchase of attire approved by the Chief of Police. Department issued attire used as plain clothes shall be included as part of the maximum clothing allowance of \$500.00 per employee.

16.2 Uniform Cleaning

- A. The Town agrees to continue its policy of contracting with a cleaning service for the cleaning of uniforms. The Town agrees to pay for the cleaning of uniforms. The Town reserves the right to select the cleaning establishment, but will consider problems or complaints concerning the cleaning service brought to its attention.
- B. The FOP agrees that the town shall not be required to further bargain over the impact of management decision to contract out the cleaning and maintenance of uniforms.

16.3 Footwear Protective Equipment Allowance

- A. The town will purchase one pair of boots/shoes/or other types of footwear annually for all members of the bargaining unit.
- B. The Chief will establish a list of approved work footwear by name and style and provide this information to the employees. Employees have the option of (1) purchasing the footwear from this approved list without prior approval from the Police Chief, or (2) purchasing unlisted footwear, only after—obtaining written approval of the Chief for the footwear desired. The Chief has final say on what is appropriate footwear for members of the bargaining unit. If the Chief determines a request has been made for footwear that is inappropriate he/she can deny the request for the allowance.
- C. The request for payment will be submitted to the police chief. Upon written approval from the Chief of Police and upon producing a proper receipt for the footwear purchase, or producing a receipt for footwear listed on the approved list, an employee will receive reimbursement within thirty (30) days of turning in the receipt.

16.4 Sunglasses Option

- A. If a bargaining unit members' current footwear is in appropriate, serviceable condition, the officer may choose to apply up to \$100 dollars annually towards the purchase of protective sunglasses, in lieu of purchasing footwear.
- B. Sunglasses purchased under this article must at a minimum, meet ANSI Z87.1-2003 standard.
- C. Sunglasses purchased under this article should be professionally appropriate; (1) Frames must be a dark or neutral color, (2) lenses should also be of a translucent black, grey or brown color, the officer's eyes should be generally visible through the lenses, and (3) Chrome or mirror tinted lenses are prohibited.
- D. Due to the savings provided to the town through contract and/or special vendor pricing, purchases of sunglasses shall be made directly by the town.

16.5 Cell Phones

The Town shall issue Cell Phones to members as the Chief determines necessary in lieu of the current pagers. Cell phones are to be used only for Department or Town

business. Carrying a Cell phone is not cause for any stand-by pay nor shall it be considered as time worked for overtime purposes.

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ARTICLE 17 GENERAL PROVISIONS

17.1 Residency

All employees covered by this agreement are required to maintain their residence in, and actually reside in: Pinellas County, Hillsborough County-West of the I75 corridor, or Pasco County-South of SR 54. Newly hired employees will have three (3) months from the date of hire within which to comply with this policy. The town reserves the right to expand the boundaries for residency as needed.

17.2 Maintenance of Conditions

Employees covered by this Agreement are also covered by the Town's Policy and Procedure Manual, dated February 18, 1997 and revised October 1, 2002. If any conflicts occur between this Agreement and the Town's Policy and Procedures Manual this Agreement shall take precedence.

17.3 Printing of Agreement

- A. The employer will provide each bargaining unit member one (1) copy of this Agreement within thirty (30) days of final Commission ratification.
- B. The employer will provide one (1) copy of this Agreement to the FOP and will maintain one copy at the Police station, in an area available to on-duty officers.
- C. Each new bargaining unit employee will be given one (1) copy of this Agreement when first hired by the Employer.

17.4 Consultation

- A. Matters may arise during the term of this Agreement in which either the FOP or the Employer believes a need exists to consult with the other party. Consultation meetings may be requested by either party, however these meetings are voluntary and participation is not mandatory.
- B. When contact is made by the FOP with the employer on matters covering consultation, the point of contact is the Town Manager or his/her designee. When contact is made by the Employer with the FOP, the point of contact is the FOP President, or designated Department FOP Representative.

17.5 Damaged Personal Property

After all other reimbursement options are exhausted, an employee may be reimbursed by the Town for loss or damage to personal property in the performance of his or her job not due to the employee's own carelessness or negligence subject to the following restrictions:

- (a) Certain items of personal necessity will be reimbursable. The maximum reimbursement for items of personal necessity such as eyeglasses and hearing aids is two hundred dollars (\$200.00).
- (b) Wrist watches and wedding rings shall also be reimbursable. The maximum reimbursement for all other personal property such as wristwatches and wedding rings is one hundred fifty dollars (\$150.00).
- (c) Requests for reimbursements for the loss of or damage to personal property must be made on the day on which the loss or damage occurs, or as soon thereafter as possible.
- (d) The Town may also offer reimbursement in other appropriate circumstances.

17.6 OUTSIDE EMPLOYMENT

Upon prior written approval by the Chief of Police, employees may engage in other employment during their off-duty hours. However, Town employment shall be considered the primary employment of full-time employees. No employee may engage or continue outside employment, which in the opinion of the Police Chief would interfere with the best interest of the Town or create the appearance of conflict or impropriety with regard to the employee's Town employment.

Every full-time employee engaging in outside employment under this rule shall respond immediately to any emergency call to duty by the Town whenever the Town Manager or the Department Head determines their services to be necessary.

17.7 INSURANCE

Members of the bargaining unit shall be enrolled in the Town's Insurance programs and shall be subject to the terms and conditions therein.

17.8 SMOKING AND USE OF TOBACCO PRODUCTS

The Employer and FOP agree that the smoking or using of tobacco products in any form is hazardous to the health of the employees and, in some circumstances, to the health of co-workers. Further, that the use of tobacco or tobacco products may have an adverse impact on the Pension and Health Plans of the Employee. Therefore, the Employer and FOP agree that the Town's current Policy and Procedure manual shall govern all sworn members of the Police Department.

- A. Smoking or using tobacco products, on or off duty, by any employee hired after October 1, 2001, within the bargaining unit, shall be grounds for discipline.
- B. The Town's smoking policy contained in the Policy and Procedures manual dated February 18, 1997 and revised October 1, 2002 shall apply to all employees hired before October 1, 2001.

ARTICLE 18 SAFETY

18.1 The Employer will make every reasonable effort to provide and maintain safe working conditions. To this end, the FOP will cooperate and encourage the employees to work in a safe manner. The Employer shall receive and consider written recommendations with respect to safety matters from any employee or the FOP.

18.2 It shall be the responsibility of the individual employee to check all equipment, which has been issued to him or her to assure it is in safe operating condition prior to use or operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall report the condition of the vehicle to his or her supervisor.

If the supervisor believes that the vehicle or item of equipment is in such an unsafe condition as to be a hazard to the operator or the public, the vehicle or item of equipment shall be taken out of service until appropriate repair or replacement is made.

18.3 Wearing of Body Armor (AKA Bullet Resistant Vest)

- A.** The Bargaining Unit and the Employer agree that wearing a "Body Armor" affords a significant level of protection from certain hazards.
- B.** Body Armor will be issued to all sworn officers. All sworn officers will wear the body armor at all times while on patrol or on duty out of police headquarters, unless excused by the Police Chief based on employee needs or circumstances such as weather, or medical conditions, in which case the vests must be readily available.
- C.** The Employer will provide "Body Armor" at no cost to sworn officers. Officers with the Police Chief's approval may purchase an upgraded or alternative vest at least equal to that provided by the Town. The Town will reimburse the officer for the cost of the alternative vest up to the price the Town is currently paying for the issued vests; any additional costs will be paid by the officer.

ARTICLE 19 JOB ENHANCEMENT

The Town of Belleair has provided the "Job Enhancement Program" in an effort to provide educational opportunities to all members of the bargaining unit to assist with training, career development and advancement consistent with individual ability, performance and the requirements of the Town of Belleair.

Members of the bargaining unit that have completed twelve (12) months of continuous service with the Town of Belleair and have successfully completed the requisite six month probationary period in their current position are eligible to apply for tuition reimbursement in accordance with the following.

Educational courses eligible for assistance must be offered by an accredited Florida public state university, independent college, public community college, or trade school. Non-credit and/or refresher courses will not qualify for educational reimbursement. Members of the bargaining unit are entitled to participate in a tuition reimbursement program provided that all classes are off-duty.

Reimbursement will be limited to One Thousand dollars (\$1000) per semester and \$2500 per fiscal year (less all-applicable deductions such as taxes and withholdings) for any bargaining unit member provided the following criteria are met:

1. Tuition reimbursement is available for course work that is reasonably related to the employee's current position classification with the Town of Belleair.
2. Tuition reimbursement is only available for course work required as part of a degree program or certificate program unless otherwise deemed acceptable by the Town Manager.
3. Tuition reimbursement is approved at the sole discretion of the Town Manager or his/her designee.

The employee shall initiate a "Job Enhancement Program Application" at least two (2) weeks prior to the beginning of classes. In addition, the employee will provide:

1. Student schedule of classes;
2. A fee receipt describing all costs associated with tuition for the educational institution, as provided above;

The "Job Enhancement Program Application" will be submitted directly to the Town Manager's Office. The original "Job Enhancement Program Application," which will include notice of approval or denial, will be maintained in the Town Manager's Office and executed copies will be provided to the employee.

Upon completion of the approved course(s), the employee must submit a transcript indicating successful completion with final grade(s) of "C" or better. The employee will be reimbursed according to the approved "Job Enhancement Program Application."

General Provisions

1. Tuition is the only cost eligible for reimbursement. The cost of fees and supplies are not eligible.
2. The employee will be required to reimburse the Town of Belleair for educational course tuition costs that have been received by the employee if the employee separated from the Town's employment within two (2) years from the completion of the most recently completed course(s). Such reimbursement shall be prorated and not exceed \$5,000.00. Reimbursement shall not apply to employees who separate employment as a result of retirement.
3. If an employee resigns or terminates for any reason prior to receiving a reimbursement, the Town of Belleair shall have no obligation to refund any part of the cost for tuition.
4. The Town of Belleair will not pay the cost of tuition that has been or will be paid for by sources such as grants, scholarships or other subsidies.

ARTICLE 20 SENIORITY, LAYOFF AND RECALL

20.1 SENIORITY DEFINED

Seniority shall be defined as continuous years of service with the Town. Unpaid leaves of absence of 30 calendar days or more shall cause a break in seniority and the individual's seniority date to be adjusted by a like amount of time except as provided by law.

20.2 SENIORITY FOR LAY-OFF PURPOSES

In the event of a lay-off or reduction in force, employees will be laid-off in accordance with the needs of the Town. Within the bargaining unit, probationary employees will be laid off before any permanent employees. All other lay-offs will be done in the following order:

1. Service ratings
2. Annual performance evaluations
3. Evaluation by the Town Manager
4. Where all these ratings are equal, the junior employee in relation to time in present classification will be laid off first.

20.3 REHIRE AFTER LAY-OFF

In the event that employees are to be rehired after a lay-off or reduction in force, those employees who were laid-off from a comparable position in the last twelve (12) months will be offered re-employment prior to hiring any other employees. Re-employment will be offered in the inverse order in which they were laid-off. The Town will not offer re-employment to any employee if the available position is that of a greater rank or higher class than that which the employee held at the time of -the lay-off.

20.4 RECALL NOTICES

Recall notices will be sent by certified mail. Any employee on lay-off will have ten (10) calendar days in which to give written notice of his or her intent to return and another ten (10) calendar days in which to actually return to work. It is the employee's responsibility to keep the Town informed as to his or her current address. Failure to give timely notice of intent to turn from lay-off or to timely return will forfeit the employee's right to recall. The Town may deny recall if there exists any intervening factor or event which renders return to the former position inappropriate.

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ARTICLE 21 NO STRIKE

21.1 STRIKE DEFINITION

The term "Strike," as used in this Agreement shall be defined as:

- A. The concerted failure to report for duty
- B. The concerted absence of employees from their positions
- C. The concerted stoppage of work
- D. The concerted abstinence of any group of employees from the full and faithful performance of their duties of employment with the Employer
- E. The concerted course of conduct, which adversely affects the services of the Employer
- F. The concerted failure to report to work after the expiration of a collective bargaining agreement, or
- G. Picketing in furtherance of a work stoppage.

21.2 STRIKES PROHIBITED

Employees covered by this Agreement, the FOP or its officers, agents and representatives, agree that, the Florida Public Employees Collective Bargaining Statute prohibits them, individually or collectively, as public employees from participating in a strike against the Employer by instigating or supporting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided for by law, and the provisions of the Town's Personnel Manual. Only the questions of whether the employee did in fact participate in or promote such action shall be subject to the grievance and arbitration procedure.

21.3 RELIEF

Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer or the FOP shall be entitled to seek and obtain immediate injunctive relief ex-parte.

Provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this Article if neither the FOP or any of its officers instigated, authorized, condoned, sanctioned or ratified such action and further that the

FOP and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 22 ON DUTY INJURY/LIGHT DUTY

22.1 On-Duty Injury Benefits

The Town hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions.

- A.** Compensation shall be payable under this section only with respect to an injury or illness where such is incurred in the line of duty.
- B.** Compensation is available only if the injury or illness is determined to be compensable under the Florida Workers' Compensation Law.
- C.** Compensation under this section shall be paid from the commencement of the injury or illness.
- D.** It is the intent of this section to provide compensation for line-of-duty injuries only, and this section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this section, then the decisions concerning definition of those terms issued under the Florida Workers' Compensation Law shall control.
- E.** The Town will pay regular full-time employees on leave as a result of a valid injury or illness as an employee of the Town which is covered by the Workers' Compensation Law for the first ninety (90) days at their regular hourly rate for their regular straight time schedule, provided they sign over to the Town checks for lost wages received from the workers' comp insurance carrier. After the first ninety (90) days, if the employee remains on workers' compensation, the employee may use accumulated but unused vacation and sick leave to supplement workers' compensation subject to limitations set forth in this Agreement or Town policy, whichever applies.
- F.** It is the intention of the parties that nothing in this Agreement shall interfere with the normal procedures under the Workers' Compensation Laws or the requirements of the

Town's workers' compensation insurance carrier. Should any language of this Agreement conflict with provisions of the Workers' Compensation Law, the provisions of the Law shall prevail. An employee may choose his/her approved Workers' Compensation treating physician if prior approval is obtained through the Town.

22.2 Definition

Injury or compensable illness shall be determined to have been incurred while on duty with the Town only if such injury is a compensable injury under Florida's Workers' Compensation Law.

22.3 Duration

Length of disability shall be determined by the Town's physician in accordance with the Workers' Compensation Law. Additional payments made by the Town during the ninety (90) day period shall not be charged against any leave time which the employee may have accrued.

22.4 Accrual of Sick/Vacation

Sick and vacation accrual shall continue for a maximum of ninety (90) days or the period the employee is on FMLA, whichever is longer, for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.

22.5 Invalid Claim

If the employee's claim is later denied in accordance with applicable law, the employee shall reimburse the Town for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the Town upon demand or under terms agreeable to the Town will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Town may collect by any means allowed by law.

22.6 Doctor Visits/Rehabilitation

When an employee on worker's compensation is placed on light duty by the Town, time away from light duty for Town approved doctor's visits or rehabilitation shall be considered as hours worked. The affected employee should attempt to schedule the

visits toward the end of their shift if possible.

22.7 Maximum Medical Improvement

When the employee reaches maximum medical improvement if a legally recognized disability is involved, the Town will conduct a reasonable accommodation/undue hardship analysis to determine the employee's employment status. Otherwise, return to work shall be at the discretion of the Town subject to applicable law and the FMLA.

22.8 Replacement Workers

If necessary to insure the smooth and efficient operation of the Department, the Town may hire replacements to serve while an employee is unable to work due to an injury incurred in the line of duty.

22.9 Return to Work

Any employee released to return to work following an injury in the line of duty shall report such fact to the Town within twenty-four (24) hours of receiving such release and shall thereafter hold himself or herself ready and available for work.

22.10 Light Duty

1. Members of the bargaining unit eligible for Workers' Compensation may be placed on Light Duty when released by their treating physician from injuries/illness related to a work-related occurrence. All employees on Light Duty shall have their medical status reviewed periodically as directed by the Town to determine whether maximum medical improvement has been achieved and/or the employee is fit to return to full duty. If needed, the Town may require a second medical evaluation; and if so required, this shall be done at the Town's expense. Light Duty assignments may be limited in number and scope at the sole discretion of the Police Chief. Light duty assignments may be in another department of the Town. Employees are required to work light duty if assigned by the Chief.
2. Any member assigned to light duty, who as part of the treatment for the on-duty injury must see his/her doctor and/or physical therapist, shall be given the time for medical treatment without charge against their sick leave. Members should attempt to schedule visits toward the end of their shift if possible.

3. Those members assigned to Light Duty shall be paid their regular hourly rate.
4. The Town reserves the right to limit Light Duty to those injured in the line of duty; however, non-duty related injuries/illnesses may be assigned to Light Duty on a case-by-case basis at the discretion of the Town. Assignment to Light Duty shall not be a grievable issue.

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ARTICLE 23 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

23.01 Policy

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

23.02 Prohibitions

- A. Illegal Controlled Substances. The Town prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off Town property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the Town are prohibited from using or possessing alcohol while on duty; while on Town premises; while driving a Town vehicle, operating a piece of Town equipment, or being transported in Town vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the Town.
- C. Exception: This rule does not apply to alcoholic beverages served at a Town sponsored social function for employees who are not on duty. Such exception must be specifically authorized by the Town Manager. By allowing the serving of alcohol at such an event does not encourage, sanction or authorize any individual attending the function to consume alcohol and prohibits its consumption to a point of being or appearing to be intoxicated. Furthermore, employees who consume

alcohol at such events are prohibited from driving a vehicle under circumstances that violate applicable law.

23.03 Use of Legal Drugs

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

23.04 Testing

A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

1. Amphetamines
2. Barbiturates
3. Benzodiazepines
4. Cannabinoids (marijuana)
5. Cocaine
6. Methadone
7. Methaqualone
8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (pcp)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances. Subject to applicable law:

1. Employees in special risk and safety sensitive positions.
 - (a) Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers authorized to carry a weapon, firefighter EMTs and

firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.

- (b) Applicants and employees are subject to testing on the same basis as other employees under Section 23.04(B)(2), except no reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 25.08.

2. Non-Safety Sensitive/Special Risk Employees.

- (a) All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- (b) When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the Town's equipment or vehicles at any time where in the opinion of the Town Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 23.02(A) or (B).
- (c) When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this

policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

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

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

1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
3. For tests under Section 23.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer

shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.

4. Employee may upon his request have a representative present at said meeting; however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5) (a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
7. The common and chemical names of the substances identified in Subsection A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

23.05 Reporting and Conviction of Alleged Crimes including Drugs or Alcohol

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

it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee.

23.06 Discipline For Violation Of Policy

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

23.07 Employee Injured On The Job

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

23.08 Employee Assistance Program

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

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, Town referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the

rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the Town may grant the employee an unpaid leave of absence for a period determined by the Town to participate in a Town approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.

- B.** Other Employees. In the event the Town discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the Town business, the Town may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The Town may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the Town EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the Town EAP program will be conditioned on the execution of a consent agreement by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C.** Return to work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the Town within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A. above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the Town considers him qualified to perform, if any, and if there is none he shall be terminated.

- D. Re-testing. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the Town for one (1) year after they have been free of illegal drugs as determined by the Town, or its designee.

23.09 Reporting Violation Of The Policy

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

23.10 Coordination with Administrative Services

All action taken by members of management under this **Article 23** must be coordinated through Human Resources to ensure compliance with all applicable laws.

ARTICLE 24
ENTIRE AGREEMENT

- 24.1** 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 subjects or matter appropriate for collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.
- 24.2** By mutual agreement, discussion may be held during the contract period on any subject.
- 24.3** Any arrangements, provisions, procedures or understandings previously agreed to by the parties, either informally or formally, shall henceforth be void as of the effective date of this agreement, after ratification by both parties, unless included in this labor agreement.
- 24.4** The Town and the FOP, for the life of this agreement, each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject matter specifically referred to or covered by this agreement, unless this Agreement provides otherwise. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Town's sole discretion and control.

**ARTICLE 25
SAVINGS CLAUSE**

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

25.2 In the even of invalidation of any article or section, both the Employer and the FOP agree to meet within thirty (30) days of such determination for the purpose of bargaining for a replacement of such article or section.

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**ARTICLE 26
DURATION OF CONTRACT**

- 26.1** All sections of this Agreement shall be effective as of October 1, 2013 and shall remain in full force and effect until September 30, 2016. This agreement may be extended only in writing by the mutual agreement and ratification of both parties.
- 26.2** Should either party desire to terminate, change, renegotiate or modify this Agreement or any portion thereof, it shall notify the other party in writing of the items it wishes to terminate, change, modify, renegotiate, or add, not earlier than 120 days before the expiration of this Agreement, nor later than 30 days before the expiration of this Agreement.
- 26.3** This labor agreement may not be assigned by either party.
- 26.4** Should the City enhance any benefits for employees not covered by this Agreement during the duration of this Agreement, the City agrees to provide the same benefits to employees covered by this Agreement.

ATTEST:

BY: _____
Donna Carlen, Town Clerk

Date: _____

Town of Belleair

Fraternal Order of Police, Lodge 43

BY: _____
Gary H. Katica, Mayor

BY: _____
Rachel Hughes, President FOP

BY: _____
Micah Maxwell, Town Manager

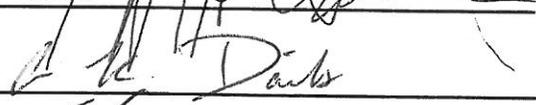
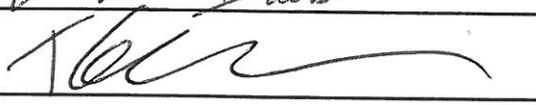
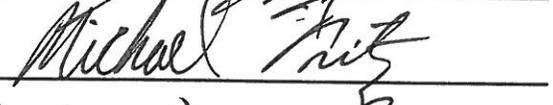
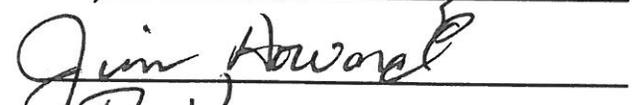
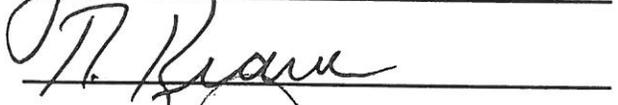
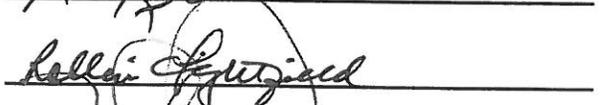
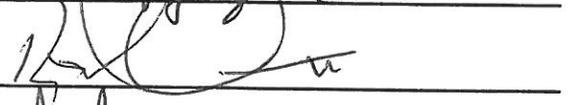
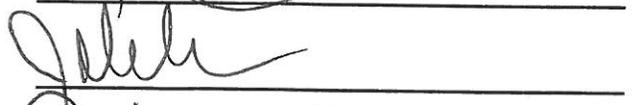
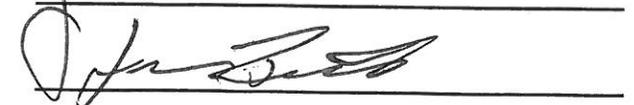
BY: _____
Jim Howard, FOP Union Representative

BY: _____
JP Murphy, Assistant Town Manager

BY: _____
Ken Afienko, FOP General Counsel

Ratification of 2013-2016 Contract

I have placed a copy of the 2013 to 2016 contract for your review. Please review the contract, sign yes or no for ratification. If you do check no please advise me the reason why by email. Thanks

	<u>Signature</u>	<u>YES</u>	<u>NO</u>
Dan Bates		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Clark		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Allison Daniels		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Teddi Easterman		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garry Edwards		<input type="checkbox"/>	<input type="checkbox"/>
Scott Ferguson		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mike Fritz		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Howard		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Randy Krause		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rollin Lightfield		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roy Olsen		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Phillips		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Leroy Pierce		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Joe Torch		<input type="checkbox"/>	<input type="checkbox"/>
Jeff Wolfe		<input checked="" type="checkbox"/>	<input type="checkbox"/>