**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**SEPTEMBER 16, 2015**

**AGENDA TAB NO. 11** **SECOND READING**

**SUBJECT TITLE:** **Ordinance 2015-20**
**Small Scale FLUM Amendment - NE Corner of Nelson Street & U.S. HWY 441**

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## OBJECTIVE:

To consider a Future Land Use Map amendment for approximately 2.28 acres of property located on the northeast corner of Nelson Street and U.S. HWY 441 from a mix of Low Density Residential and Commercial to wholly Commercial.

## SUMMARY:

Ordinance 2015-20 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Number 3693698) is 2.28 acres in size, located on the northeast corner of Nelson Street and U.S. HWY 441. An application to rezone this property to Highway Commercial is concurrently under consideration. The property which is being split off from a larger parcel is shown on the city's Future Land Use Map as being half residential and half commercial. Under Section 8-7 of the city's Land Development Regulations, zoning (and Future Land Use) lines shall run either along the center of a street or along a parcel line. From this, it appears that the Future Land Use line has been erroneously drawn on the map and the property should either be wholly residential or commercial. Since the parcel fronts onto U.S. Highway 441, it is staff's opinion that it is most appropriate for this parcel to have a Commercial Future Land Use designation. This ordinance would amend the current Future Land Use Designation from a mix of Low Density Residential and Commercial to wholly Commercial in the city's Comprehensive Plan.

Future Land Use Amendment/Compatibility

U.S. Hwy 441 is the city's primary commercial corridor. All properties along this segment of the road have been commercially developed. A Commercial designation is most compatible with surrounding property and with the city's future vision for this corridor.

Site Conditions

The property is vacant. The owner desires to develop a small wholesale distribution facility for baked goods with a retail sales component. A site plan demonstrating compliance with all city regulations including applicable state and federal environmental laws must be approved prior to the issuance of permits allowing site modifications.

Impact on City Services

The subject property will be connected to municipal water and sewer utilities. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded

beyond the adopted levels of service for all regulated public facilities. It is anticipated that this amendment will not implicate any significant increase on Levels of Service.

FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

**OPTIONS:**

1. **That City Council moves to approve Ordinance 2015-20 for the Future Land Use Map amendment for approximately 2.28 acres of property located on the northeast corner of Nelson Street and U.S. HWY 441 from a mix of Low Density Residential and Commercial to wholly Commercial.**

2. **That City Council moves to deny the proposed Future Land Use Map Amendment.**

**PLANNING & ZONING BOARD RECOMMENDATION:**

At its August 20th meeting, the Planning & Zoning Board voted unanimously to recommend approval of Ordinance 2015-20.

**STAFF RECOMMENDATION:**

**Move to approve Ordinance 2015-20 for the Future Land Use Map amendment for approximately 2.28 acres of property located on the northeast corner of Nelson Street and U.S. HWY 441 from a mix of Low Density Residential and Commercial to wholly Commercial.**

**FISCAL IMPACT:**

N/A

**LEGAL SUFFICIENCY:**

This ordinance has been reviewed by the City Attorney and approved for legal sufficiency.

# ORDINANCE 2015-20

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 2.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF NELSON STREET AND U.S. HWY 441 FROM A MIX OF LOW DENSITY RESIDENTIAL AND COMMERCIAL TO WHOLLY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of property described in Exhibit "A" attached hereto, is requesting an amendment to the Tavares Comprehensive Plan Future Land Use Map 2020 to change the designation of said property from a mix of Low Density Residential and Commercial to wholly Commercial; and

**WHEREAS,** in accordance with Section 8-7 of the City's Land Development Regulations, zoning boundary lines shall run along the center of streets or along parcel lines; and

**WHEREAS**, there appears to be a zoning line on the City's current zoning map that erroneously bisects Parcel Alt Key Number #3693698, essentially zoning the parcel both RSF-1 and C-1; and

**WHEREAS**, on the Future Land Use Map 2020 of the Tavares Comprehensive Plan, there also erroneously is a boundary line that bisects this parcel designating this parcel both Low Density Residential and Commercial; and

**WHEREAS**, in order for this property to develop commercially, it must bear a Commercial Future Land Use designation; and

**WHEREAS,** the property consists of less than ten acres; and

**WHEREAS,** the City of Tavares has advertised as required by law for two public hearings prior to adoption of this ordinance; and

**WHEREAS,** the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and

**WHEREAS,** a Commercial Future Land Use designation is compatible with surrounding future land use designations; and

**WHEREAS,** the City of Tavares Planning and Zoning Board, Local Planning Agency, and City Council held duly noticed public hearings providing opportunity for individuals to hear and be heard regarding the adoption of the proposed map amendment; and

**WHEREAS,** the City Council has reviewed and considered all relevant evidence and information and testimony presented by witnesses, the public, and City staff; and

**WHEREAS,** the City Council finds this amendment in compliance with Chapter 163, Florida Statutes, and the City of Tavares Comprehensive Plan; and

**WHEREAS,** adoption of this amendment is in the best interest of the health, safety, and general welfare of the citizens of Tavares;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Tavares, Florida as follows:

**Section 1. Future Land Use Amendment**

The Comprehensive Plan and Future Land Use Map 2020 of the City of Tavares, Florida, is hereby amended to reflect a re-designation from a mix of Low Density Residential to and Commercial to wholly Commercial on certain real property as legally described in Exhibit "A". All provisions of the Comprehensive Plan shall hereby apply to said property.

**Section 2. Severability and Conflicts**

The provisions of this ordinance are severable and it is the intention of the City Council of Tavares, Florida, to confer the whole or any part of the powers herein provided. If any court of competent jurisdiction shall hold any of the provisions of this ordinance unconstitutional, the decision of such court shall not impair any remaining provisions of this ordinance.

**Section 3. Transmittal**

The City Administrator is hereby authorized and directed to transmit the adopted Comprehensive Plan amendments to the Florida Department of Economic Opportunity, the East Central Florida Regional Planning Council, the St. Johns River Water Management District, the Department of Environmental Protection, the Florida Department of Transportation, and any other governmental agency in the state of Florida that has filed a written request with the City Council for a copy of the Comprehensive Plan within 10 working days of the adoption of this Ordinance as specified in the State Land Planning Agency's procedural rules.

**Section 4. Effective Date**

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. 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 noncompliance 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 state land planning agency.

**PASSED AND ADOPTED** this _____day of _____, 2015 by the City Council of the City of Tavares, Florida.

_____
Kirby Smith, Mayor
Tavares City Council

First Reading: _____

Second Reading & Final Adoption: _____

ATTEST:

_____
Nancy A. Barnett, City Clerk

Approved as to legality and form:

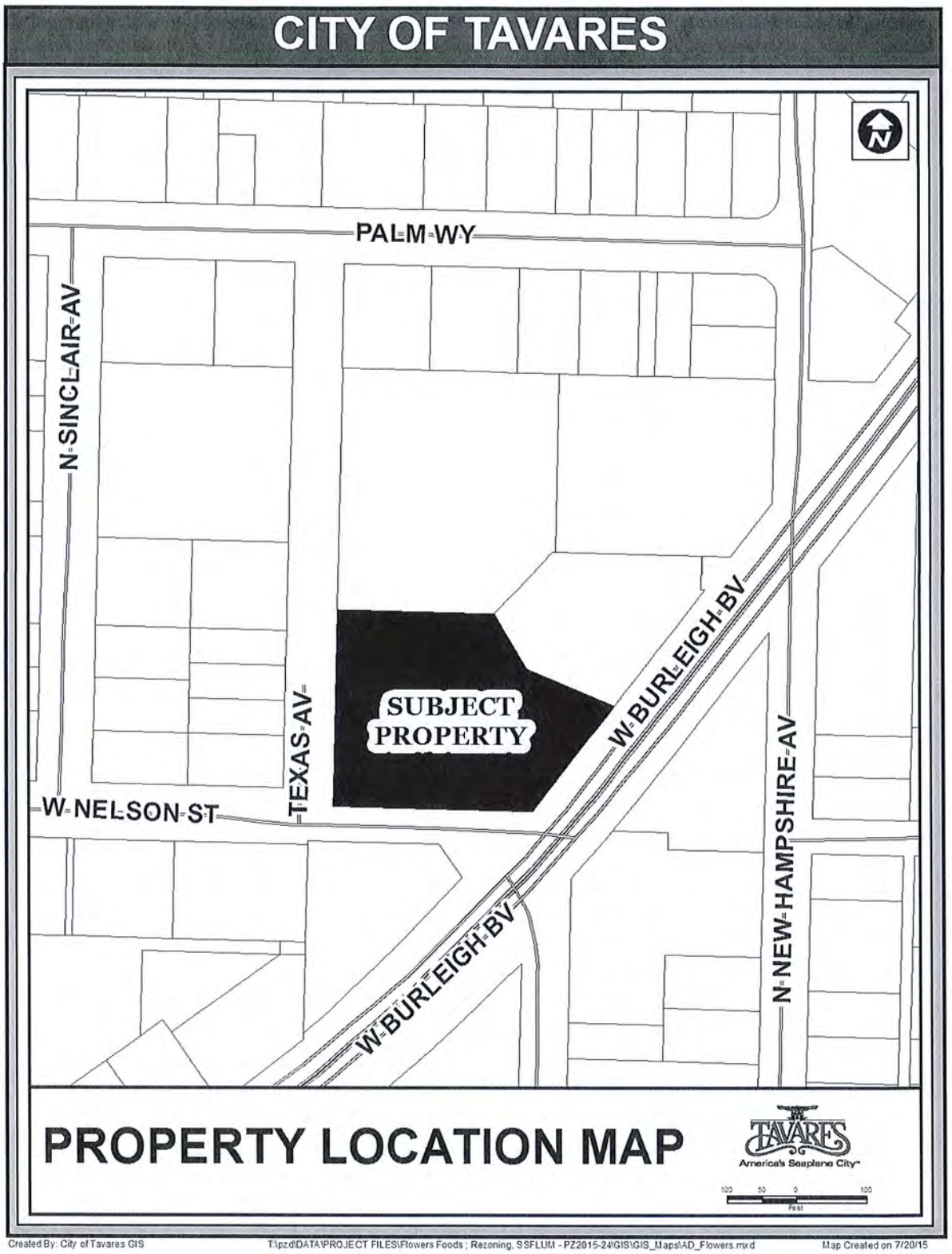
_____

Robert Q. Williams, City Attorney

**EXHIBIT "A"**

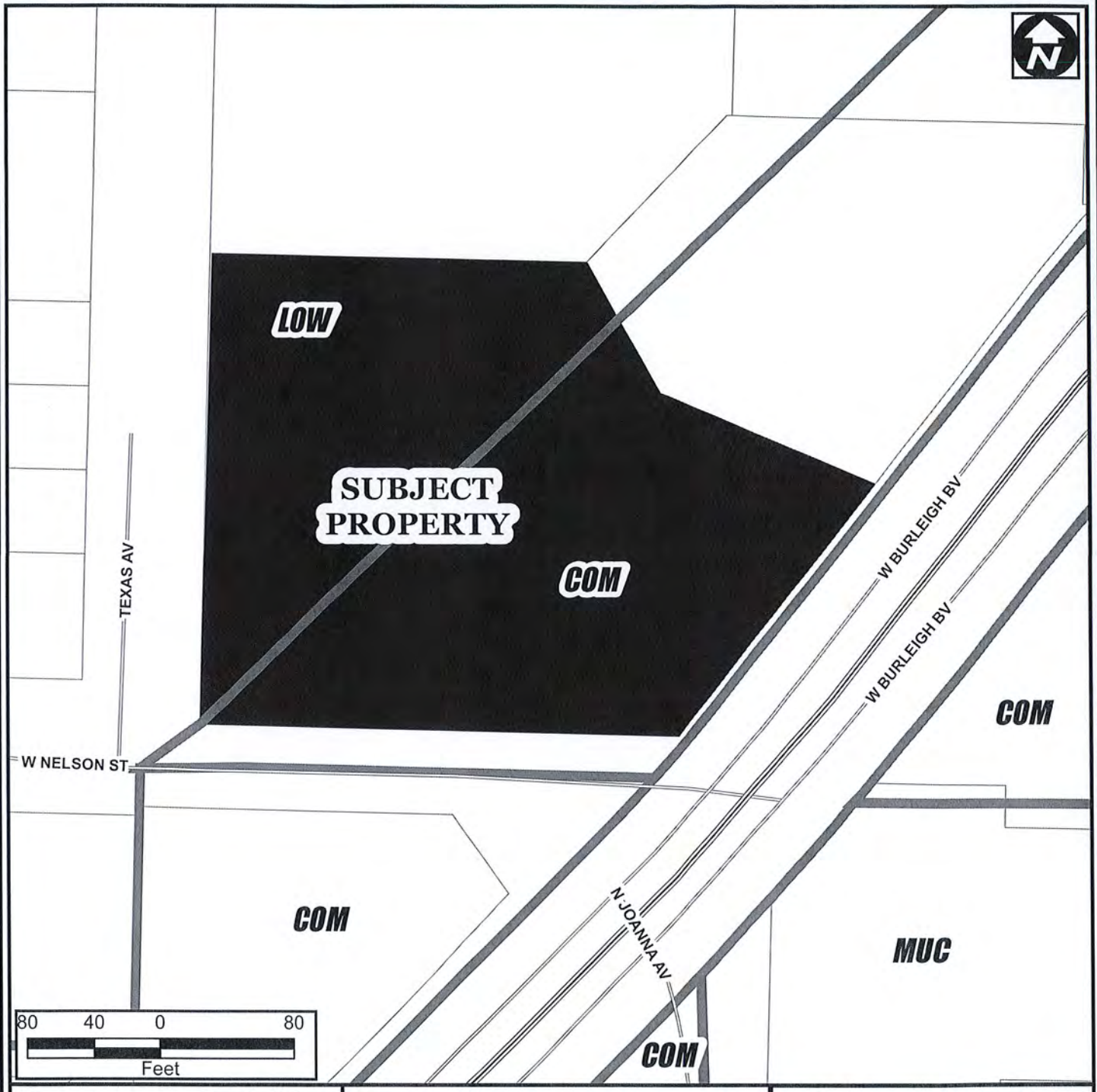
THAT PART OF THE SOUTH 283.74 FEET OF BLOCK 108 AND THE SOUTH 283.74 FEET OF BLOCK 109 AND THE SOUTH 283.74 FEET OF THAT PART OF VACATED JOANNA AVENUE LYING BETWEEN BLOCKS 108 AND 109, ACCORDING TO THE OFFICIAL MAP OF TAVARES, AS RECORDED IN PLAT BOOK 1, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

ALL OF BLOCK 109, ACCORDING TO THE OFFICIAL MAP OF TAVARES, AS RECORDED IN PLAT BOOK 1, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;
AND
THAT PART OF BLOCK 108, ACCORDING TO THE OFFICIAL MAP OF TAVARES, AS RECORDED IN PLAT BOOK 1, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH AND WEST OF RIGHT-OF-WAY OF U.S. HIGHWAY 441, TOGETHER WITH THAT PART OF VACATED JOANNA AVENUE LYING BETWEEN BLOCKS 108 AND 109; LESS THE NORTH 255 FEET AND LESS: BEGIN ON THE WEST LINE OF SAID BLOCK 108 AT A POINT 25 FEET NORTHERLY FROM THE INTERSECTION OF SAID BLOCK LINE WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19, (AS SHOWN ON THE "STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 1109-106, DATED 10-12-54" AS RECORDED IN ROAD MAP BOOK 2, PAGES 142 THROUGH 145, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA) AND RUN SOUTHERLY ALONG SAID BLOCK LINE 25 FEET TO THE SAID INTERSECTION, THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE 30 FEET, THENCE WESTERLY ALONG A STRAIGHT LINE TO THE POINT OF BEGINNING;
LESS: THOSE PORTIONS OF BLOCKS 108 AND 109 AND VACATED JOANNA AVENUE, ACCORDING TO THE MAP OF TAVARES, AS RECORDED IN PLAT BOOK 1, PAGE 64, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 255.00 FEET OF SAID BLOCK 108 WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 THENCE RUN SOUTH 37°51'29" WEST ALONG THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 275.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 67°14'27" WEST A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 29°32'36" WEST A DISTANCE OF 90.00 FEET, THENCE RUN NORTH 43°54'42" EAST A DISTANCE OF 120.26 FEET TO THE WESTERLY EXTENSION OF THE ABOVE SAID SOUTH LINE OF THE NORTH 255.00 FEET OF BLOCK 108, THENCE RUN SOUTH 88°46'44" EAST ALONG SAID SOUTH LINE AND WESTERLY EXTENSION THEREOF, A DISTANCE OF 268.22 FEET TO THE POINT OF BEGINNING.


CITY OF TAVARES
PALM WY
N SINCLAIR AV
TEXAS AV
SUBJECT PROPERTY
W BURLEIGH BV
W NELSON ST
W BURLEIGH BV
N NEW HAMPSHIRE AV
PROPERTY LOCATION MAP
TAVARES
America's Seaplane City
100 50 0 100
Feet
Created By: City of Tavares GIS
T:\pzd\DATA\PROJECT FILES\Flowers Foods ; Rezoning, SSFLUM - PZ2015-24\GIS\GIS_Maps\AD_Flowers.mxd
Map Created on 7/20/15

1

# CITY OF TAVARES ORDINANCE # 2015-20




| | | |
|---|---|---|
| SUB | Suburban | 3.0 DU/Acre |
| SUB EX | Suburban Expansion | 4.0 DU/Acre |
| LOW | Low Density | 5.6 DU/Acre |
| MOD | Moderate Density | 10 DU/Acre |
| MED | Medium Density | 12 DU/Acre |
| HD | High Density | 12-25 DU/Acre |
| MH | Mobile Home | 8.7 DU/Acre |
| MUN | Mixed Use Neighborhood | 12 DU/Acre |
| MUC | Mixed Use Commercial | 25 DU/Acre |
| COM | Comercial | |
| CD | Commercial Downtown | 25 DU/Acre |
| IND | Industrial | |
| PUB | Public Facility/Institutional | |
| CONS | Westlands & Conservation | |

TAVARES
America's Seaplane City

## FUTURE LAND USE MAP

## ORDINANCE # 2015-20

Current FLU: LOW & COM
Proposed FLU: COM

02.28 ± Acres

Legend

- CITY BOUNDARY
- FLU
- SUBJECT PROPERTY
- UNINCORPORATED
- MAJOR ROADS
- STREETS
- CONS/WETLANDS
- PARCELS

**Orlando Sentinel**

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*Call Internet Department*

**Mid Lake Motors**
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*Call Randy*

**Rios Motors,** Tavares
Pre-Owned 888-619-8939
*Call Joe*

**Stan's Premium Cars**
Leesburg
Pre-Owned 888-220-2616
*Call Stan*

# Legal Notices

## Advertisements for Bid

SELECTION COMMITTEE MEETING,
AUGUST 12, 2015, 10:00 A.M.
LAKE EMS REQUEST FOR PROPOSALS (RFP) 15-0624R
LAKE EMS HRIS SYSTEM
2705 West Old Hwy 441
Administrative Conference Room A
Mount Dora, Florida 32757

All interested citizens are welcome to attend. Persons with disabilities who need assistance should contact Lake EMS at (352) 383-4554, 48 hours in advance of the scheduled meeting. Elected official and appointed board members may be in attendance.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by above named Committee with respect to any matter considered during any meeting of such Committee, he or she will need a record of the proceedings, and that, for such purposes, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based.

Bryan Andrews
Chief Administrative Officer
352-383-4554

LAK[illegible] 8/10/2015

## Public Hearing Notices

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2015-17 titled as follows:

ORDINANCE 2015-17

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY ADDING A NEW ZONING DESIGNATION TO BE IDENTIFIED AS RSF-3 (RESIDENTIAL SINGLE FAMILY 5.6 DWELLING UNITS PER ACRE) THAT MATCHES THE REGULATIONS PERTAINING TO THE EXISTING RMF-2 (RESIDENTIAL MULTI-FAMILY) ZONING DESIGNATION WITH THE EXCEPTION THAT TWO-FAMILY DWELLINGS, DUPLEXES AND TOWNHOMES ARE EXCLUDED AS A PERMITTED USE; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2015-17 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on August 20, 2015, at 3 p.m.; and
2. Tavares City Council meeting on September 3, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on September 16, 2015, at 4 p.m. (Second Reading)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-17 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

LAK[illegible] 8/10/2015

THE CITY OF TAVARES
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2015-18 titled as follows:

ORDINANCE 2015-18

AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING TABLE 8-3, DEVELOPMENT STANDARDS FOR THE COMMERCIAL DOWNTOWN DISTRICT, BY INCREASING THE MAXIMUM HEIGHT OF STRUCTURES TO EIGHTY FOUR FEET; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING AN EFFECTIVE DATE.

Proposed Ordinance 2015-18 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on August 20, 2015, at 3 p.m.; and
2. Tavares City Council meeting on September 3, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on September 16, 2015, at 4 p.m. (Second Reading)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-18 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares, 201 East Main Street, Tavares, Florida 32778, Telephone: (352) 742-6408, at least 2 (two) working days prior to the date of the Public Hearing; if you are hearing or voice impaired, call (352) 742-6433.

Please direct any questions on this proposed ordinance to Jacques Skutt, Community Development Director, at 742-6404.

LAK[illegible] 8/10/2015

## Foreclosure Sales

IN THE CIRCUIT COURT OF THE 5TH JUDICIAL CIRCUIT IN AND FOR LAKE COUNTY, FLORIDA
CASE NO.: 2015-CA-489

SEACOAST NATIONAL BANK, Successor by merger of BankFIRST 50 E. Kindred Street, Suite 203 Stuart, Florida 34994,
Plaintiff,
v.
FINISH LINE PAINT & BODY, LLC 29317 Highway 561 Tavares, Florida 32778; GARY LASTER 11407 Lake Minneola Shores Clermont, Florida 34715; LASTER'S AUTO PAINT & BODY, INC.; UNKNOWN TENANT #1 29317 Highway 561 Tavares, Florida 32778; UNKNOWN TENANT #2 29317 Highway 561 Tavares, Florida 32778,
Defendants.

NOTICE OF SALE
PURSUANT TO CHAPTER 45

Notice is hereby given pursuant to an Order of Final Judgment of Foreclosure dated July 15, 2015, and entered in Civil Action Case No. 2015-CA-489 of the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida in which the Clerk of this Court will sell to the highest and best bidder for cash at Lake County Courthouse, 550 W. Main Street, Tavares, Florida 32778-7800 at 11:00 a.m. on the 3 day of September 2015, the following described property as set forth in the Order of Final Judgment of Foreclosure, to wit:

EXHIBIT "A"

That part of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 20 South, Range 26 East, Lake County, Florida, bounded and described as follows:

From the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 20 South, Range 26 East, Lake County, Florida, run thence East along the South line of the said Northeast 1/4 of the Southwest 1/4 of Section 5, a distance of 692.94 feet to a point on the Southwesterly right of way line of State Road No. 561, thence North 39o35'45" West, along said Southwesterly right of way line, a distance of 583.13 feet to a Point of Beginning, continue thence North 39o35'45" West along said Southwesterly right of way line, 185.20 feet, more or less, to a point that is 265 feet Southeast of the intersection of the West line of the Northwest 1/4 of the South-west 1/4 of said Section 5 and the aforesaid Southwesterly line of the right of way of State Road No. 561, thence run Southwesterly in a straight line to a point on the West line of said Northwest 1/4 of the Southwest 1/4 that is 208.00 feet North of the aforesaid Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 5, thence East parallel with the aforesaid South line of the Northwest 1/4 of the Southwest 1/4 of Section 5, a distance of 208.00 feet, thence run North 79o59'13" East, 97.32 feet, thence North 41o05'56" West, 150.65 feet, thence North 51o16'08" East, 129.04 feet to the Point of Beginning.

Dated this 16 day of July, 2015

NEIL KELLY
Clerk of Circuit Court
(Court Seal)
By: /s/ D. MATTSON
Deputy Clerk

PLAINTIFF'S ATTORNEY
POHL & SHORT, P.A.
280 W. Canton Ave., Suite 410
Winter Park, FL 32789

LAK[illegible] 3605, 15, 2015

## Miscellaneous Legals

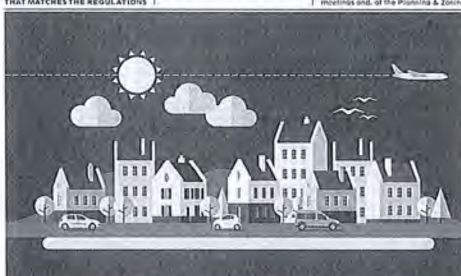
NOTICE OF PUBLIC MEETING
Lake County Local Mitigation Strategy Working Group Meeting
August 24, 2015, 10:00 a.m.
Lake County Emergency Communications and Operations Center
Second Floor, Training Rooms A&B
425 West Alfred Street
Tavares, Florida 32778

The purpose of the Local Mitigation Strategy (LMS) is to reduce or eliminate long-term risk to human life and property from disasters. The LMS Task Force consists of a variety of municipal and community partners within Lake County who provide direction and guidance on the update of the mitigation strategy and projects sent to our State and Federal partners for funding consideration. More information on the Lake County Local Mitigation Strategy can be found here: http://www.lakecountyfl.gov/departments/public_safety/emergency_management/local_mitigation_strategy.aspx

All interested citizens are welcome to attend. Free public parking is available at the eight-story parking garage on North Sinclair Avenue. There is an elevator in the lobby to accommodate persons with disabilities. If further assistance is needed, please contact the Division of Facilities Management at (352) 343-9760, at least 48 hours in advance of the scheduled meeting.

Spencer Kostus
Disaster Assistance Specialist
352-343-9120

LAK[illegible] 8/10/2015



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# THE CITY OF TAVARES NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Tavares will consider at the public hearings set forth below enactment of proposed Ordinance 2015-19 & Ordinance 2015-20 titled as follows:

**ORDINANCE 2015-19**

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, REZONING APPROXIMATELY 2.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF NELSON STREET AND U.S. HWY 441 FROM A MIX OF RSF-1 (RESIDENTIAL SINGLE FAMILY) AND C-2 HIGHWAY COMMERCIAL TO C-2 HIGHWAY COMMERCIAL; SUBJECT TO THE RULES, REGULATIONS AND OBLIGATIONS ORDAINED BY THE CITY OF TAVARES COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.**

**ORDINANCE 2015-20**

**AN ORDINANCE OF THE CITY OF TAVARES, FLORIDA, AMENDING THE TAVARES COMPREHENSIVE PLAN FUTURE LAND USE MAP 2020, PROVIDING FOR A CHANGE OF FUTURE LAND USE DESIGNATION ON APPROXIMATELY 2.28 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTHEAST CORNER OF NELSON STREET AND U.S. HWY 441 FROM A MIX OF LOW DENSITY RESIDENTIAL AND COMMERCIAL TO WHOLLY COMMERCIAL; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

Proposed Ordinance 2015-19 & Ordinance 2015-20 will be considered at the following public meetings:
1. Tavares Planning & Zoning Board meeting on August 20, 2015, at 3 p.m.; and
2. Tavares City Council meeting on September 3, 2015, at 4 p.m. (Introduction and First Reading by Title Only); and
3. Tavares City Council meeting on September 16, 2015, at 4 p.m. (Second Reading)

All meetings will be conducted in the Tavares City Council Chambers in City Hall at 201 East Main St., Tavares, Florida.

Proposed Ordinance 2015-19 & Ordinance 2015-20 may be inspected by the public between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday of each week at City Hall.

Interested parties may appear at the meetings and, at the Planning & Zoning Board meeting and City Council Second Reading, be heard with respect to the proposed ordinances. It is City Council policy to limit public discussion of proposed ordinances to the Planning & Zoning Board meeting and City Council Second Reading. Any persons wishing to appeal a decision of the public body should ensure himself a verbatim record of the proceedings is made.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Planning Department: City of Tavares,

The subject property is located in the City's Utility Service Boundary Area. As a condition for annexation and prior to the issuance of any development permits, municipal water and sewer services must be extended to the subject parcel. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. Adverse impacts on Levels of Service are not implicated.

FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 8)

**MOTION**

Mr. Osborn made a motion to recommend approval of Ordinance 2015-15. Mr. Thomas seconded the motion. The motion passed with a vote of 5-0.

### 3) Ordinance 2015-19 – Church Extension Plan Property - Rezoning

Jacques Skutt, Community Development Director provided the following staff report;

The subject parcel of property is located on the northeast corner of Nelson Street and U.S. Highway 441. The property is approximately 2.28 acres in size and is presently owned by Church Extension Plan. A prospective purchaser of the property would like to construct a small wholesale distribution facility for baked goods with a retail sales component. The zoning of the property which is being split off from a larger parcel is shown on the city's zoning map as being half residential and half commercial. Under Section 8-7 of the City's Land Development Regulations, zoning lines shall run either along the center of a street or along a parcel line. From this, it appears that the zoning line has been erroneously drawn on the zoning maps and the property should either be wholly residential or commercial. Since the parcel fronts onto U.S. Highway 441, it is staff's opinion that it is most appropriate for this parcel to be zoned C-2 Highway Commercial. The applicant has requested that this zoning be confirmed through an approved amendment to our zoning map and Land Development Regulations. The owner agrees that there will be no access driveways to the property off Texas Avenue and that frontage along Texas Avenue will be heavily buffered. A concurrent Future Land Use map amendment to the City's Comprehensive Plan has been submitted.

Board member Bill Stomp asked if other properties with dual zoning would also be rezoned.

Jacques Skutt stated that other properties in the area with dual zoning are already developed and are not being considered for rezoning at this time.

Board member Bill Stomp asked about required landscaping and access to US-441. He also questioned the need for access onto Nelson Street.

City staff stated that landscaping would comply with requirements of Land Development Regulations.

Chuck Hiott, engineer and representative for the applicant, stated that all access options are being considered, but the access onto Nelson St. will be required.

**MOTION**

Mr. Stomp made a motion to recommend approval of Ordinance 2015-19. Mr. Thomas seconded the motion. The motion passed 5-0.

### 4) Ordinance 2015-20 – Church Extension Plan Property - SSFLUM

Jacques Skutt, Community Development Director provided the following staff report;

Ordinance 2015-20 proposes a small scale amendment to the Future Land Use Map 2020 of the Comprehensive Plan.

The subject property (Parcel Alternate Key Number 3693698) is 2.28 acres in size, located on the northeast corner of Nelson Street and U.S. HWY 441. An application to rezone this property to Highway Commercial is concurrently under consideration. The property which is being split off from a larger parcel is shown on the city's Future Land Use Map as being half residential and half commercial. Under Section 8-7 of the city's Land Development Regulations, zoning (and Future Land Use) lines shall run either along the center of a street or along a parcel line. From this, it appears that the Future Land Use line has been erroneously drawn on the map and the property should either be wholly residential or commercial. Since the parcel fronts onto U.S. Highway 441, it is staff's opinion that it is most appropriate for this parcel to have a Commercial Future Land Use designation. This ordinance would amend the current Future Land Use Designation from a mix of Low Density Residential and Commercial to wholly Commercial in the city's Comprehensive Plan.

Future Land Use Amendment/Compatibility

U.S. Hwy 441 is the city's primary commercial corridor. All properties along this segment of the road have been commercially developed. A Commercial designation is most compatible with surrounding property and with the city's future vision for this corridor.

Site Conditions

The property is vacant. The owner desires to develop a small wholesale distribution facility for baked goods with a retail sales component. A site plan demonstrating compliance with all city regulations including applicable state and federal environmental laws must be approved prior to the issuance of permits allowing site modifications.

Impact on City Services

The subject property will be connected to municipal water and sewer utilities. The City's Concurrency Management System will ensure that Levels of Service (LOS) will not be degraded beyond the adopted levels of service for all regulated public facilities. It is anticipated that this amendment will not implicate any significant increase on Levels of Service.

FINDINGS

This amendment request is considered to be in compliance with the Comprehensive Plan Goals, Objectives and Policies with the following findings:

1. A Commercial Future Land Use designation would serve as the most appropriate land use for the subject property in accordance with Future Land Use policy 1-1.1.6.

2. Impacts of the proposed development of the subject property shall be monitored through the City's Concurrency Management System. (Comp Plan, Chapter 7A)

**MOTION**

Mr. Stevenson made a motion to recommend approval of Ordinance 2015-20. Mr. Stomp seconded the motion. The motion passed 5-0.

**5) Ordinance 2015-16 – Gorgeous Groves (Peninsula Property) - Rezoning**

Jacques Skutt, Community Development Director provided the following staff report;

On December 3, 2014, the City of Tavares adopted Ordinance 2014-15, an ordinance that created a time limit for the development of approved planned developments, that provided for the automatic revocation of planned developments that failed to develop within prescribed deadlines and that provided that City Council shall take action to rezone the subject property to the lowest intensity and density zoning designation consistent with the Comprehensive Plan.

The Peninsula PUD was approved in 1993. This Planned Development consisted of 500 homes of varying types. Other than the 18 lakefront lots in Phase 1, the project was not constructed and portions of the land have been sold. The PUD time limit has expired and the original owner (Gorgeous Groves) no longer has unified control over the entire parcel.

City staff has had several meetings with the owner of Gorgeous Groves and they have consented in writing to a City initiated rezoning of the property they own to RFS-A (Residential Single Family 3/du/acre). This is the lowest intensity and density zoning consistent with the existing Comprehensive Plan designation of Suburban. The original PUD provided that all lots adjacent to Phase I of the project, as identified in PUD Ordinance 93-37, would be a minimum of 140 feet wide and 170 feet deep. Furthermore, it stated that all homes built on lots adjacent to Phase I of the project would be at least 3,000 square feet in size (based on area that is heated and air-conditioned under roof). To honor this commitment to home owners in Phase 1, the owner of Gorgeous Groves has requested that this condition be inserted into this rezoning ordinance. Staff concurs with this request and this condition has been added to the ordinance.

The proposed RSF-A zoning for this property, if approved, will not be time limited and any future development of these lands will done in conformity with the requirements of the City's Land Development Regulations for this zoning designation.

Board member Gary Santoro asked Jacques Skutt to define a Planned Development for the audience.

**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**DATE OF MEETING: September 16, 2015**

**AGENDA TAB NO. 12**

**SUBJECT TITLE: Chamber of Commerce Request to Discuss Annual Grant**

**OBJECTIVE:**
To consider a request from the Tavares Chamber of Commerce to discuss the conditions on the City's Fiscal Year 2016 Chamber of Commerce Community Grant Funding in the amount of $7,500.

**SUMMARY:**
On July 15, 2015, the City of Tavares received a request from the Tavares Chamber of Commerce requesting the City to include $7,500 in support for the Chamber in the City's Fiscal Year 2016 Budget (Letter attached).

At the August 19, Budget Workshop, the City Council approved the Chamber's Funding request and requested staff to include $7,500 in the FY2016 General Fund Budget provided that the Funding was contingent on the Chamber being open six (6) hours on Saturdays to assist visitors to the City of Tavares.

The Chamber has requested an opportunity to discuss the six (6) hour Saturday condition and grant with the Council.

**OPTIONS:**
1) Provide an opportunity for the Chamber to discuss the grant and its condition.
2) Do not provide an opportunity to discuss the Chamber grant and its condition.

**STAFF RECOMMENDATION:**

That Council provide an opportunity for the Chamber to discuss the grant and its condition.

**FISCAL IMPACT:**

The FY 2016 budget includes a Community Grant in the Amount of $7,500 for the Tavares Chamber of Commerce with a condition that the chamber be open to the public six (6) hours on Saturday.

**LEGAL SUFFICIENCY:** The City Attorney has reviewed this request and meets legal sufficiency.

Tavares Chamber of Commerce

300 East Main Street
Tavares, FL 32778

TAVARES
CHAMBER OF COMMERCE

Phone: 352.343.2531
Fax: 352.343.7565

www.TavaresChamber.com

July 15, 2015

John Drury
City of Tavares
201 E. Main Street
Tavares, FL 32778

In regards to the City of Tavares preparing the budget for the next fiscal year, the Tavares Chamber of Commerce respectfully request a grant for $7,500 to continue our marketing, advertising and support on the behalf of the City.

The relationship between the Chamber and the City is a benefit to both organizations in that we strengthen City events with advertising, volunteers, logistic coordination with events and overall support. I have included some data where we provide value and hope that we can continue to receive the support from the City of Tavares.

**Advertising**:

- Event announcements on our website
- Event announcements weekly email blasts
- Articles and event ads in Chamber monthly newsletters
- Feature Chamber newsletter articles throughout the year from the City Administrator, Mayor, Economic Development Director informing the community of city business and city happenings
- Event posters displayed at Chamber
- City event posters are distributed from the Chamber to members to post in their place of business.

**Volunteers**

- Provide Chamber board member, committee members or staff to support city events
  - Serve on committees to assist on events
  - Facilitating logistics with the city and businesses to ensure cooperative communication
  - Provide administrative support for events (i.e., respond to city event inquires, media announcements, generate documents when necessary, etc.)
- Support City Events and Sponsors (i.e., Sunnyland) when requested with Chamber member volunteers
  - Sunnyland Antique Boat Show, Classic Raceboat Association, Dragon Boat Festival and Planes, Trains & BBQ
  - Fishing Tournaments
  - 4th of July
  - Howl-O-Fest

**Overall Support**

- Provide forum for City Grant Request presentations (luncheons) and "State of the City" address (Gala)
- Organize and coordinate adult beverage booth during events
- Respond to City Event inquires
- Liaison meetings ensuring cooperation between the business community and the city

Please let us know if additional information is required for the City of Tavares Partnership approval of the Tavares Chamber of Commerce. Again, we want thank the City in advance for considering our request.

Regards,

Colleen A. McGinley
Executive Director

**PREMIERE TRUSTEE:**

BELTON BAIL BONDS, INC
BELTON INSURANCE AGENCY, INC.
UNITED SOUTHERN BANK

**SIGNATURE TRUSTEE**

FLORIDA HOSPITAL WATERMAN

**TRUSTEE:**

PLAZA CADILLAC
THE LAW OFFICES OF BRENT C. MILLER, P.A.

**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**DATE OF MEETING: September 16, 2015**

**AGENDA TAB NO. 13**
**SUBJECT TITLE: Lake Elsie Subdivision Streetlights**

**OBJECTIVE:**
To consider accepting responsibility of monthly electric charges for street lights at Lake Elsie Reserve Subdivision

**SUMMARY:**
On August 19, 2015, the City Council discussed a request from the Lake Elsie Reserve Homeowner's Association (HOA/Sentry Management, letter attached) requesting that the City assume the monthly cost of street lights within the subdivision. The City Council asked staff to provided information concerning Street Light Assessments. Staff presented preliminary findings at the meeting to the City Council. Council requested Staff to bring this item back for their approval or disapproval at the September 16, 2015 meeting.

It has been the practice of the City to assume the "standard" cost of monthly street light charges for a new subdivision once the public infrastructure has been accepted by the City Council, and upon receiving a written request from the homeowner's association.

Duke Energy has stated that the subdivision is currently being billed for 27 lights and 27 poles at a monthly cost of $793.20; the lighting is considered "fancy", and not "standard".

**OPTIONS:**

1) Move to **accept** the Lake Elsie Reserve Homeowner's Association request to assume monthly electrical charges for street lights at the standard cost with the Subdivision paying any increase over the standard cost with an effective date of October 1, 2015.
2) Do not approve assuming monthly street lights costs for Lake Elsie Reserve.

**STAFF RECOMMENDATION:**
**Option 1: Move to accept the Lake Elsie Reserve Homeowner's Association request to assume monthly electrical charges for street lights at the standard cost with the Subdivision paying the increase over the standard cost with an effective date of October 1, 2015.**

**FISCAL IMPACT:**
Annual charges are estimated at $9,518.76.

**LEGAL SUFFICIENCY:** The City Attorney has reviewed this request and meets legal sufficiency.

**Lake Elsie Reserve Homeowners Association, Inc.**
**C/O Sentry Management, Inc.**
**1928 Salk Avenue**
**Tavares, Florida 32778**
**352-343-5706, Ext. 214 – Fax 352-343-5123**
**cpierson@sentrymgt.com**

July 21, 2015

Lori Houghton
201 E. Main Street
Second Floor
Tavares, FL 32778

RE: Lake Elsie Reserve HOA Lights

Dear Ms. Houghton,

The Board of Directors of Lake Elsie Reserve in Tavares is requesting the City of Tavares take over their lights in their community. Attached is the bill from Duke Energy.

Please let me know if there is any other information needed. Please contact me by email or by phone.

Sincerely,

Cindy Pierson

Cindy Pierson, CAM
Behalf of the Board of Directors
Lake Elsie Reserve HOA, Inc.

DUKE ENERGY®

RECEIVED
JUL 27 2015
DIVN 80

# STATEMENT OF SERVICE

JULY 2015

ACCOUNT NUMBER
00020 40299

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

LAKE ELSIE RESERVE HOA INC

1928 SALK AVE
TAVARES FL 32778

SERVICE ADDRESS
0000 BRANDYWINE DR LITE,
RESERVE AT LK ELSIE

DUE DATE
AUG 13 2015

TOTAL AMOUNT DUE
792.32

NEXT READ DATE ON OR ABOUT

DEPOSIT AMOUNT ON ACCOUNT
1,590.00

PIN: 091296416

METER READINGS

ASSN Lake Elsie
ACCT # 5720 VENDOR # 14
TOTAL $ 792.32 PAY DATE 7/31/15
COA DIV AMT COA DIV AMT
6290 $ 792.32 $
$ $
$ $
DESCRIPTION 6/22 - 7/22
APPROVAL PM DM
RETURN TO PM

PAYMENTS RECEIVED AS OF JUL 13 2015 760.52 THANK YOU

LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED
BILLING PERIOD..06-22-15 TO 07-22-15 30 DAYS

| | | | |
|---|---|---|---|
| CUSTOMER CHARGE | | 1.19 | |
| ENERGY CHARGE | 1323 KWH @ 2.52600¢ | 33.42 | |
| FUEL CHARGE | 1323 KWH @ 4.33200¢ | 57.31 | |
| *TOTAL ELECTRIC COST | | | 91.92 |
| EQUIPMENT RENTAL FOR: | | | |
| 27 DEC CONC VIC II 16 | | | |
| 27 SV ACR 9500 | | | |
| FIXTURE TOTAL | | | 589.95 |
| MAINTENANCE TOTAL | | | 46.44 |
| GROSS RECEIPTS TAX | | | 2.36 |
| MUNICIPAL FRANCHISE FEE | | | 4.22 |
| MUNICIPAL UTILITY TAX | | | 5.04 |
| STATE AND OTHER TAXES ON ELECTRIC | | | 7.84 |
| SALES TAX ON EQUIPMENT RENTAL | | | 44.55 |
| TOTAL CURRENT BILL | | | 792.32 |
| TOTAL DUE THIS STATEMENT | | | $792.32 |

Payment of your bill prior to the above due date will avoid a late payment charge of $5.00 or 1.5%, whichever is greater.

ENERGY USE

| | |
|---|---|
| DAILY AVG. USE - | 44 KWH/DAY |
| USE ONE YEAR AGO - | 41 KWH/DAY |
| *DAILY AVG. ELECTRIC COST - | $24.28 |

DUKE ENERGY.

RECEIVED JUN 08 2015 DIVN 80

# STATEMENT OF ELECTRIC SERVICE

JUNE 2015

ACCOUNT NUMBER
54605 52199

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL:
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:
1-800-228-8485

LAKE ELSIE RESERVE HOA INC

1928 SALK AVE
TAVARES FL 32778

SERVICE ADDRESS
1351 SMITH AVE,
ENTRANCE WELL

| DUE DATE | TOTAL AMOUNT DUE |
|---|---|
| JUN 25 2015 | 36.00 |
| NEXT READ DATE ON OR ABOUT | DEPOSIT AMOUNT ON ACCOUNT |
| JUL 06 2015 | 200.00 |

**PIN: 091296416**

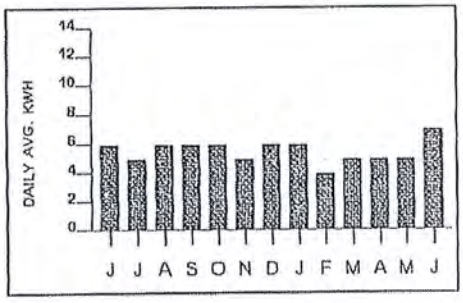
## METER READINGS

| | | |
|---|---|---|
| METER NO. | | 005613954 |
| PRESENT | (ACTUAL) | 019218 |
| PREVIOUS | (ACTUAL) | 019020 |
| DIFFERENCE | | 000198 |
| TOTAL KWH | | 198 |

PAYMENTS RECEIVED AS OF MAY 20 2015 37.68 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC
BILLING PERIOD..05-04-15 TO 06-03-15 30 DAYS

| | | | |
|---|---|---|---|
| CUSTOMER CHARGE | | 11.59 | |
| ENERGY CHARGE | 198 KWH @ 6.79700¢ | 13.46 | |
| FUEL CHARGE | 198 KWH @ 4.60500¢ | 9.12 | |
| *TOTAL ELECTRIC COST | | | 34.17 |
| GROSS RECEIPTS TAX | | | .88 |
| MUNICIPAL FRANCHISE FEE | | | 1.57 |
| MUNICIPAL UTILITY TAX | | | 2.89 |
| STATE AND OTHER TAXES ON ELECTRIC | | | 2.92 |
| DEPOSIT INTEREST CREDIT | | | 6.00CR |
| TOTAL CURRENT BILL | | | 36.43 |
| CREDIT BALANCE | | | .43CR |
| TOTAL DUE THIS STATEMENT | | | $36.00 |




ENERGY USE

| | |
|---|---|
| DAILY AVG. USE - | 7 KWH/DAY |
| USE ONE YEAR AGO - | 6 KWH/DAY |
| *DAILY AVG. ELECTRIC COST - | $1.14 |

Payment of your bill prior to the above due date will avoid a late payment charge of $5.00 or 1.5%, whichever is greater. Protect yourself from scams and fraudulent activity. Learn how at duke-energy.com/stopfraud.

RETURN TO PM

ISSN Lk Elsie
VOCT # 5720 VENDOR # 14
TOTAL $ 36.00 PAY DATE 6/12/15

| COA | DIV | AMT | COA | DIV | AMT |
|---|---|---|---|---|---|
| 6304 | | $ 36.00 | | | $ |
| | | $ | | | $ |
| | | $ | | | $ |

DESCRIPTION 5/4 - 6/3
APPROVAL PM DM

**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**SEPTEMBER 16, 2015**

**AGENDA TAB NO. 14**

**SUBJECT TITLE: Collective Bargain Agreement between the City of Tavares and the Tavares Police Benevolent Association 2015**

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**OBJECTIVE:** To present and approve the proposed Collective Bargaining Agreement (CBA) between the City of Tavares and the Police Benevolent Association (Tavares Police Union).

**SUMMARY**: The members of the negotiations team representing the City (Councilmember Robert Speaks, City Administrator John Drury, and Police Chief Stoney Lubins) have met with representatives of the Police Benevolent Association Tavares Police Officer Jason Baugh, Tavares Police Officer Billy Harper and Steve Micciche PBA Union Representative, over the last several months for the purpose of negotiating the union contract. Those negotiations have concluded. The negotiated contract (attached) is now being brought to City Council for final approval. The Tavares Police Officers have voted to approve the contract.

Salient points to take effective October 1, 2015 are:

- Health Insurance same as all general employees.
- Wage increase same as all general employees (5%). Will be added to base rate and expressed in the hourly rate.
- Minimum starting salary for police officer shall be increased by 5% to $35,280.00.
- Exception to basic work schedule for road patrol whose spouses are actively deployed in the US military: They may request to work 8-10 hour work shifts per 14 day pay period (versus the regular 12 hour shifts) during spouse's deployment
- Both parties agree to identify and provide the name of an actuarial firm that will be tasked by the city with evaluating the impact of moving future new hires from the current Police Retirement Program to the Florida Retirement System.
- Recognition of the fact that the State of Florida has passed new pension law and allowing both parties the right to bargain on that issue at any time.

**OPTIONS:**

Option 1: Approve the proposed Collective Bargaining Agreement

Option 2: Reject the proposed Collective Bargaining Agreement and direct Staff to proceed in a different direction.

**STAFF RECOMMENDATION:**

Move to approve the proposed Collective Bargaining Agreement.

**FISCAL IMPACT:**

The 5% COLA was previously budgeted in the fiscal year 2016 budget that Council is deliberating as was the Health insurance.

**LEGAL SUFFICIENCY: Yes**

# COLLECTIVE BARGAINING AGREEMENT
# BETWEEN
# THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.
# AND
# THE CITY OF TAVARES
# AMENDMENT #1

**WHEREAS** there exists a Collective Bargaining Agreement between the Florida Police Benevolent Association, INC. and City Of Tavares with an Effective Date of October 1, 2014 to September 30, 2017 and

**WHEREAS** the Florida Police Benevolent Association, INC. and City Of Tavares have completed collective bargaining to cover the period of October 1, 2015 to September 30, 2016

**NOW THEREFORE** the following Articles have been amended and are attached here to and made a part here of the Collective Bargaining Agreement between the Florida Police Benevolent Association, INC. and City Of Tavares:

Article 15 Hours of Work and Work Schedule (attached)

Article 17 Wages (attached)

Article 27 Pension and Retirement (attached)

| | |
|---|---|
| _____ | _____ |
| Florida Police Benevolent Assoc., Inc | City Administrator |
| Date: _____ | Date: _____ |
| _____ | _____ |
| Name | Police Chief |
| Date: _____ | Date: _____ |
| _____ | _____ |
| Name | City Council Member |
| Date: _____ | Date: _____ |
| _____ | _____ |
| Name | Mayor |
| Date: _____ | Date: _____ |

## ARTICLE 15: HOURS OF WORK AND WORK SCHEDULE

**Section 15.1: Basic Work Schedule.**

A..1 The basic work schedule for road patrol shall be a minimum of six 12 hour shifts and one 8-hour shift, for a total of seven shifts for 80 hours within one pay period unless minimum manning requires a 12 hour shift instead of an 8 hour shift. Unit members assigned to Criminal Investigations Division shall maintain 8 hour shifts or 10 hour shifts as determined between the bargaining unit member and his supervisor. With the concurrence of police management, CID unit members shall have the ability to alter normally posted shifts as needed to complete their assigned investigations, provided that any modified shift shall normally be for a 10 hour or 8 hour, uninterrupted shift.

A.2 As an exception to A.1, unit members in Road Patrol, whose spouses are actively deployed in the United States military may request to work eight (8) - ten (10) hour work shifts per fourteen (14) day pay period, during the spouse's deployment period. The Chief of Police shall make the determination to approve the request.

B. For the purpose of this Agreement, a shift means the time during which a unit member is scheduled on duty.

C. Except as provided in this Agreement, or in declared emergencies, a unit member shall not be required to adjust the scheduled hours, shift, or days off from those scheduled with less than ten (10) calendar days advanced written notice, unless minimum staffing levels are compromised on a given shift.

**Section 15.2: Overtime**

A. Unit members are to report all hours worked. Overtime will be authorized or directed by Police management and administered according to the provisions of this Agreement.

B. All unit members shall be paid time and one-half their regular hourly rate of pay for all hours in excess of their normally scheduled shifts. Unit members shall have the option to select pay or defer the payment by selecting compensatory time for overtime worked. The maximum compensatory time balance permitted for members is 240 hours. Any compensatory time over the maximum not used by December 31st of each year shall be paid out. Unit members may also cash out up to thirty-six (36) hours of compensatory time each calendar year.

C. For the purposes of overtime, paid leave used for a scheduled vacation and sick leave shall be included in the computation.

D. Members shall be required to work overtime when assigned unless excused by the Police Chief or his designee. A member desiring to be excused from overtime work assignments shall submit a request to the immediate supervisor who shall determine whether the excuse is acceptable.

**Section 15.3: Assignment of Overtime.**

The Police Chief or designee shall assign overtime as necessary based on availability and fiscal considerations.

Overtime shall be scheduled in accordance with departmental rules, regulations and directives, and administered in accordance with the provisions of this Agreement.

Unit members shall be offered the opportunity to work any overtime prior to any work offered non-bargaining unit personnel. It is understood that the Police Department may utilize Reserve Officers to work shifts when assigned unit members are unavailable.

Planned overtime (i.e. special events, officer vacations) will be posted fourteen (14) days prior to the date needed. Once planned overtime is posted, an officer can sign up for one (1) shift. The officer can sign up for additional overtime shifts after a complete rotation of shifts has worked. If the overtime shift(s) has not been signed up for five (5) days prior to the date of overtime needed, officers may be mandated to work the shift. On the overtime sheet the officer must sign and date each slot of overtime.

Unplanned overtime (i.e. officer calls in sick, exigent emergency) will be handled by the supervisor needing coverage by contacting off duty officers. Overtime sheets will also be completed for unplanned overtime.

All overtime sheets will be maintained in the road patrol commander's office for review by anyone. The overtime sheet is appended to this collective bargaining agreement as "Exhibit X".

**Section 15.4: Off-Duty Employment – Non- Law Enforcement.**

Any unit may voluntarily accept and be employed to work, non- law enforcement related off-duty in any occupation that is not prohibited by state or federal law and approved by the Police Chief. Approval shall not be unreasonably withheld.

**Section 15.5 Court Appearances and Job-Related Appearances**

Unit members required to appear in court or at a job-related subpoena appearance, at a time falling outside of their regular assigned work hours shall be compensated for actual time worked, or a minimum of three (3) hours of pay, whichever is greater. A unit member required to appear more than once during the day, will be compensated an additional three (3) hour minimum provided the second subpoena requires his appearance one (1) hour or more after the release from the first subpoena.

(PBA and City joint agreement – 6.2.15)

**ARTICLE 17:** **WAGES**

**Section 17.1:**

A. For Fiscal year 2014-15 all bargaining unit members shall receive wage adjustments effective October 1 , 2014 of three percent (3%).

B. For Fiscal Year 2015-2016 effective October 1, 2015, all members of the bargaining unit shall receive a five percent (5%) increase to base pay, expressed in their hourly rate.

C. Effective October 1, 2015, the minimum starting salary for a police officer shall be increase by five percent (5%) to $35,280.00.

~~wages shall be opened at the discretion of the Union.~~

D. For Fiscal Years 2016 – 2017, Wages shall be reopened at the discretion of the union.

**Section 17.2: Traffic Homicide**

Unit members who are assigned as Traffic Homicide investigators shall receive twenty-five dollars assignment pay per pay period, as of the effective date of this contract. This assignment pay shall not constitute a property right in the assignment. Unit members, who are no longer designated Traffic Homicide investigators, shall not receive the assignment pay; provided that they are no longer performing the duties and responsibilities of an investigator. Mere changes in titles or name designations shall not result in assignment pay loss.

**Section 17.3: FTO**

Any unit member designated and certified as a Field Training Officer (FTO) shall receive two extra hours of pay for each shift of training.

**Section 17.4: CID**

Unit members who are assigned to work in CID as investigators shall be compensated thirty-eight dollars and forty-six-cents ($38.46) per pay period as of the effective date of this contract.

**Section 17.5: Corporals**

Unit members who are successfully promoted to the rank of Corporal shall receive a promotional raise of five percent (5%) over base pay or the starting salary of a corporal which shall be $38,964.47, whichever is greater. Upon a general or wage increase as noted in 17. B and D, the starting salary shall be adjusted upwards.

**Section 17.6: Sergeants**

Unit members who are successfully promoted to the rank of Sergeant shall receive a promotional raise of five percent (5%) over base pay or the starting salary of a sergeant which shall be $51,298.62, whichever is greater. Upon a general or wage increase as noted in 17. B and D, the starting salary shall be adjusted upwards.

| | |
|---|---|
| _____ | _____ |
| Florida Police Benevolent Assoc., Inc | City Administrator |
| Date: _____ | Date: _____ |

| | |
|---|---|
| _____ | _____ |
| Name | Police Chief |
| Date: _____ | Date: _____ |
| _____ | _____ |
| Name | City Council Member |
| Date: _____ | Date: _____ |

**ARTICLE 27** **PENSION AND RETIREMENT**

27.1 The City shall maintain the current Tavares Police Officers' Pension Trust Fund as currently exists as codified in City Ordinance Chapter 15, Pensions and Retirement, Article IV, of the Code of Ordinances of the City of Tavares. Upon ratification and approval of this Agreement by the parties, all substantive changes to the Pension Trust Fund shall be as a result of the collective bargaining process, unless required by State Statutes.

27.2 The bargaining unit members shall contribute 12.80% of their salary into the Pension Trust Fund.

27.3 Both parties agree that in 2015, the Union shall identify and provide the name of an actuarial firm that will be tasked by the city with evaluating the impact of moving future new hires to the Florida Retirement System (FRS). The cost of this actuarial evaluation shall be borne by the City, as long as the City determines the cost of said service to be reasonable. If the city determines the cost to be excessive then the evaluation shall not be conducted. The actuarial evaluation is for informational purposes only and in no way changes the current Pension in anyway.

27.4 Both parties recognize that the State Of Florida has passed new pension law and thus if, in the future, both parties agree that it is in their mutual best interest to open up the contract for the sole purposes of bargaining the issue of the new Police Pension law, then both parties reserve that right to bargain on that issue at any time.

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TAVARES

America's Seaplane City™

**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**September 16, 2015**

**AGENDA TAB NO. 15**

**SUBJECT TITLE: Collective Bargaining Agreement between Tavares Professional Firefighters Local 3245 and the City of Tavares.**

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## OBJECTIVE:

To consider approval of the proposed Collective Bargaining Agreement (C.B.A.), between the Tavares Professional Firefighters Local 3245 (I.A.F.F.) and the City of Tavares, and give authorization to the City Administrator to execute the contract on behalf of the City. The contract will become effective October 1, 2015.

## SUMMARY:

The current 3-year C.B.A. between the Tavares Professional Firefighters and the City will expire on September 30, 2015. Representatives of both entities met on several occasions prior to the expiration date for collective bargaining sessions. Vice-Mayor Bob Grenier, City Administrator John Drury, and Fire Chief Richard Keith served as the negotiations team representing the City. Local 3245 President Mark Kidd and Vice-President Jermy Bringard represented the Union.

President Kidd has authorization from the members of the Union Local to sign the proposed contract on behalf of the Union.

Proposed changes to the contract are indicated by strikethrough (~~example~~) for deleted language, and underlined (<u>example</u>) for new language.

The salient points of this proposed contract are:

- Renewal of a 3 year contract.
- Under Article 33, all Union members will receive a 5.0% Cost of Living Adjustment, payable at such time as that increase becomes effective for all city employees.
- Under Article 24, the stipend for employees "working out of classification" (working in a job classification higher than their normal job classification, will increase from $.75 per hour to $2.50 per hour.

- Under Article 24, the position of Paramedic Field Training Officer will be recognized under the "working out of classification" language of Article 24, and FTOs will receive the "working out of classification" stipend for only those hours they are training a newly-hired City of Tavares Paramedic.

- New language in Article 28 creates a process to explore the option of moving future (not yet funded or hired) fire department employees from the local Chapter 175 plan to the Florida Retirement System (F.R.S.).

- New language in Article 28 creates a process to open Article 28 of the C.B.A. in the next year, specifically to negotiate the C.B.A. for changes in Florida law as they relate to public pensions, and potential changes in the pension plan as requested by the City of Tavares Firefighter's Pension Trust Fund Board of Directors or the City.

**Option 1:**

City Council may move to approve the proposed Collective Bargaining Agreement as presented, between the Tavares Professional Firefighters Local 3245 and the City of Tavares, and authorize City Administrator John Drury to sign the contract on behalf of the City.

**Option 2:**

Do not approve the proposed Collective Bargaining Agreement and direct Staff to pursue a different course of action as defined by Council.

**STAFF RECOMMENDATION:**

Staff recommends move option 1: Move to approve the proposed Collective Bargaining Agreement as presented, between the Tavares Professional Firefighters Local 3245 and the City of Tavares, and authorize City Administrator John Drury to sign the contract on behalf of the City.

**FISCAL IMPACT:**

The 5.0% COLA and the change in "working out of classification" was previously included in the proposed fiscal year 2016 budget.

**LEGAL SUFFICIENCY:**

Legally sufficient

# CITY OF TAVARES, FLORIDA

**and**

# PROFESSIONAL FIREFIGHTERS of TAVARES

Local #3245, IAFF

2015~~2~~5 - 2015~~5~~8

Collective Bargaining Agreement

Dated: October 1, 2014~~5~~

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## ARTICLE 1

## Preamble

This article is entered into by and between The City of Tavares, Florida, hereinafter referred to as the Employer or the City, and Professional Fire Fighters of Tavares Local #3245, International Association of Fire Fighters, hereinafter referred to as the Union or the Unit.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which arise; to establish proper standards of wages, hours and other conditions of employment; and to provide the best possible professional firefighting and related services to the citizens of Tavares at the most economical cost.

Noticing addresses of record shall be:

Human Resources Director
City of Tavares
201 East Main Street
Tavares, FL 32778

Union President
IAFF Local #3245
Post Office Box 711
Tavares, FL 32778

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## ARTICLE 2

## Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for: Firefighters (EMT or Paramedic), Engineers (EMT or Paramedic), Fire Lieutenants (EMT or Paramedic), Fire Captains (EMT or Paramedic), and Shift Commander / Battalion Chiefs (EMT or Paramedic) employed by the City of Tavares.

The parties agree that the Assistant Fire Chief and Fire Inspectors (full or part time / non-firefighting by job description) are not included in the bargaining unit.

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## ARTICLE 3

## Dues Check-Off

The Employer agrees to deduct monthly dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the local union, commencing with the first pay period of the month after receipt of written authorization and continuing every first pay period thereafter. The Employer shall continue making dues deductions until it receives written notice from an employee requesting that the deduction cease.

No deduction shall be made from an employee's pay for any period in which the employee's net earnings for that pay period, after tax deductions, are less than the amount of dues to be paid.

The Union shall pay the City an annual fee of twenty dollars ($20.00) for this service, to be paid upon the ratification of this contract by all parties.

The Union shall notify the City in writing of any to the amount of dues and shall provide the City thirty (30) days advance written notice of any changes in the amount to be deducted.

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## ARTICLE 4

## Union Activity

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

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## ARTICLE 5

## Union Business

Employees elected or appointed to represent the Union at Union functions, including but not limited to attendance at regular and special meetings, conventions, seminars and conferences may attend those functions on their own time (vacation or days off), without pay.

Subject to availability, an employee representing another employee in any grievance proceeding on behalf of the Union shall be allowed to attend grievance proceedings, up to but not including arbitration, while on duty without loss of pay. However, the on-duty employee shall be subject to call out at any time during the grievance proceedings. No off-duty employee Union representative shall be paid for attending any grievance proceeding.

The Union president or designee may perform minimal Union business related activities on duty. Minimal activities will be limited to delivering to/receiving documents from the City; generating to/answering e-mail from the City for the purpose of scheduling collective bargaining sessions, and placing/returning telephone calls to the City for the purpose of scheduling collective bargaining sessions.

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## ARTICLE 6

### Bulletin Board Space

The Employer shall provide one 4' x 3' space on a bulletin board for the use of the Union in each fire station at a convenient location to employees. All materials placed on the bulletin board shall be dated and signed by a Union official. The Union shall not post, sanction, approve or allow the posting of any material which is obscene or which may discredit the Employer.

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## ARTICLE 7

### Printing and Supply of Agreement

The Employer shall retain the original signed agreement and shall provide one (1) copy to each unit member and one (1) copy to new employees within their first two weeks of employment.

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## ARTICLE 8

### Employee Status

8-1 The Employer shall maintain a current seniority list of bargaining unit members. This list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union.

8-2 The list shall contain employee name, current rank, date of hire, current annual salary.

8-3 Upon request of the Union, the list shall be made available to the Union within five (5) business days.

8-4 The Employer shall maintain a catalogue of job descriptions of positions within the bargaining unit.

8-5 Any proposed changes in job descriptions shall be posted at least seven (7) days prior to the date the proposed changes are to be implemented.

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## ARTICLE 9

### Existing Rules and Regulations

9-1 The parties acknowledge that the Employer currently has policies, rules and regulations governing employment and conduct of all employees, including fire department employees. Those policies, rules and regulations in effect as of the date of this Agreement shall continue in force except to the extent that they specifically conflict with this Agreement, in which event the terms of this Agreement shall control. It is understood by both parties that minimum staffing for the City of Tavares Fire Department Operations is as follows:

| | | |
|---|---|---|
| Engine ~~1~~28 | ~~(Engine 28)~~ | 3 personnel |
| ~~Engine 2 or~~ Ladder-29 (~~Ladder 29~~ or reserve engine) | | 2 personnel |
| Shift Commander | | 1 person |

9-2 Notification of any written rule change shall be provided to the Union simultaneously with the promulgation of the rule change by posting the rule on the fire station bulletin boards. All such rule changes shall take effect no less than fifteen (15) calendar days from the date the rule is posted on the fire station bulletin boards unless emergent circumstances exist for the rule change to take effect immediately. In such an instance, the posted notice shall clearly state that the rule shall become effective immediately. Unit members shall be required to acknowledge notice of all new rules by initialing the posted rule within the fifteen (15) calendar-day period. Nothing herein shall be construed so as to limit the Employer's authority to make changes of management, consistent with this Agreement, and pursuant to law. A request for bargaining as to any new rule shall be provided to the Employer within fifteen (15) calendar days of notification of the new rule, in which event the effective date of the new rule will be postponed fifteen (15) calendar days to allow for impact bargaining.

9-3 The Union agrees that its members shall comply with all applicable rules and regulations. No disciplinary action will be taken for violation of a rule or regulation until it has been posted and acknowledged pursuant to Article 9-2.

9-4 If in the sole discretion of the City Administrator, or in his absence, the City official so designated by law to act in her absence, it is officially declared that if civil emergency conditions exist, including but not limited to riots, civil disorders, natural disasters, and hurricane conditions, the provisions of this Agreement may be suspended by the City Administrator during the time of the declared emergency, provided that wages, rates and monetary benefits shall not be suspended.

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9-5 In accordance with state law, nothing in this Article shall preclude the Union from impact bargaining over issues that may affect the terms and conditions of employments for unit members.

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## ARTICLE 10

### Bereavement Leave

When the death of an immediate family member occurs, and the memorial services are local, a forty (40) hour union employee will be allowed to be absent from work for up to three (3) consecutive calendar days, without loss of pay for any regular days that the employee is scheduled to work during that period. Employees assigned to work twenty-four (24) hour shifts will be allowed to be absent from work for one (1) shift, twenty-four (24) hours, that the employee is scheduled to work during that period without the loss of pay.

If the memorial services are not local, forty (40) hour union employees will be allowed to be absent from work for up to five (5) consecutive calendar days, without loss of pay for any regular days that the employee is scheduled to work during that period. Employees assigned to work twenty-four (24) hour shifts will be allowed to be absent from work for two (2) shifts, forty-eight (48) hours, that the employee is scheduled to work during that period without loss of pay.

Local is defined as within the state of Florida.

Family member is defined as: employee's father, mother, spouse or children, step-children, grandchildren, father-in-law, mother-in-law, brother, sister, grandparents, step-mother, or step-father.

It is recognized that the employee may be required to furnish to the employer, a death notice or other proof that indicates bereavement leave is warranted.

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## ARTICLE 11

### Prevailing Rights

All job benefits, privileges and working conditions enjoyed by the bargaining unit members and known to the Employer which are not specifically provided for or abridged by this Agreement shall continue under conditions which they have previously been granted unless modified or changed by action of the Employer.

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## ARTICLE 12

## Management Rights

Subject to the express and specific provisions of this agreement, the parties agree that the Employer has and will continue to retain the right to operate and manage its affairs in all respects; and the powers of authority which the Employer has not officially abridged, delegated or modified by the express provisions of the agreement are retained by the Employer. The rights of the Employer through its management officials shall include, but shall not be limited to, the right to:

A) determine the organization of Employer government
B) determine the purpose of each of its constituent departments
C) exercise control and discretion over the organization and efficiency of the operations of the Employer
D) set standards for service to be offered to the public
E) direct the employees of the Employer, including the right to:
   1) assign work and overtime
   2) hire, retire, examine, classify, reclassify, transfer, reward, assign, direct, promote, demote, suspend, discharge and take disciplinary action against employees pursuant to law and for cause
   3) increase, reduce, change, subcontract, modify or alter the composition and size of the workforce, in accordance with applicable laws or contractual agreements including the right to relieve employees from duties because of lack of work or funds in accordance with applicable laws or contractual agreements
F) determine the location, methods, means and personnel by which operations are to be conducted, including the right to:
   1) determine whether goods or services are to be made or purchased
   2) determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed
   3) establish, modify, combine or abolish pay positions in accordance with applicable laws or contractual operations, equipment or facilities
   4) establish appropriate response time requirements
   5) establish, implement and maintain an effective internal security program
   6) introduce new, different or improved methods, processes, maintenance, service and operations
G) establish and change work rules, fire department general policies and procedures not in conflict with the provisions of the agreement

The Employer retains authority to determine the purpose and mission of the Employer, and to prepare and submit budgets to be adopted by the Employer.

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## ARTICLE 13

### No Strike

The Union agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excuse, ratify, support or acquiesce in any strike, slowdown, work stoppage, or any other act of like or similar nature by Employer's forces likely to interfere with the efficient operation of the Employer's affairs engaged in or supported by members of the Union. Nothing in this Article is intended to be construed to prohibit Union members from picketing as permitted by law, provided that such action does not have the affect of preventing employees from reporting to or continuing work.

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## ARTICLE 14

## Drug Testing Policy

The drug testing Policies and Procedures of the Drug Free Workplace Act, as set forth in Section 112.0455. Florida Statutes (2007), are hereby incorporated herein by reference, and are made a part of this Agreement.

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## ARTICLE 15

## Seniority

Seniority shall be determined by the duration of an employee's continuous service in the Fire Department calculated from his date of employment. Continuous service shall be broken only by resignation, discharge or retirement.

Seniority shall be observed in layoffs and recalls providing the employee has the qualifications and ability to perform the available work.

All new employees shall be considered Probationary employees for a period of twelve (12) months. The Employer may extend any probationary employee's probation for one (1) ninety (90) day period. The probationary period for new employees shall be automatically extended for the length of time lost due to Family Medical Leave Act, or illness / injury. Such time shall also include all periods of light duty wherein the employee was not able to perform all of the essential duties of the job.

The Employer reserves the right to terminate a probationary employee's employment for any reason until he has completed such probationary period. All other employees may be disciplined or discharged for proper cause.

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## ARTICLE 16

### Assignment During Disability

Any bargaining unit member assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position. The Fire Chief shall have the discretion, but not the obligation, to assign any employee to a less strenuous position. In making any such assignment, the Fire Chief shall make all reasonable efforts to assign work that is fire department related where available.

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## ARTICLE 17

## Job Evaluation

Job evaluations shall be performed according to Chapter 4 of the Employer's existing personnel policies in effect as of the date of this Agreement.

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## ARTICLE 18

## Hours of Work

All bargaining unit members shall work a 24-hour on / 48-hour off shift, or a 40-hour work week as scheduled by the Fire Chief.

24-hour "Shift" Employees

Bargaining unit members assigned to "24-hour shift" shall work a 24-hour on / 48-hour off shift, generally consisting of 24 hours on duty followed by 48 hours off duty. All shifts shall be assigned by the Fire Chief, based on a 28-day work period. Unit members shall be paid for all hours worked. Unit members shall not be entitled to overtime pay (time and a half) unless they have actually worked in excess of 212 hours in the 28-day work period. Any overtime pay earned shall be paid in the paycheck issued at the end of the 28-day work period. Kelly Days may be exchanged between bargaining unit members during the same Kelly Day cycle with the approval of the Fire Chief or his/her designee. Kelly Days may not be moved to a holiday if an overtime need will be created by the move.

40-hour Employees

The Fire Captain position in the Fire Prevention Division shall work a 40-hour a week schedule. This position is considered non-exempt and receives overtime for any hours worked in excess of 40-hours in one pay period week. Kelly days are not available to the 40-hour employee.

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## ARTICLE 19

## Shift Exchange

Unit members shall have the right to exchange shifts, upon giving advance notice to the Fire Chief or his designee, when the change does not interfere with the operation of the Fire Department. Time exchanges must be mutually agreed upon. The Employer shall have no obligation to maintain records of employee shift exchanges. The Employer shall not be responsible for paying any overtime pay to any employee as a result of any shift exchange made pursuant to this Article.

When an employee is not on duty due to a Shift Exchange that employee is not eligible to work overtime in any capacity.

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## ARTICLE 20

### Duration and Posting of Schedule

The Employer shall post a master shift schedule. The schedule shall be updated and reposted within 72 hours of any changes.

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## ARTICLE 21

### Overtime

In the event that a need for overtime occurs in the Fire Department, the Employer shall have the right to assign and require overtime work. The unit members shall be paid at his basic rate of pay plus one half his base rate of pay for all overtime work. The Employer shall assign overtime work on an equitable basis aimed at equally distributing overtime work among all unit members.

For reasons of employee safety, members shall not be allowed to work more than 48 consecutive hours, except when approved by the Fire Chief or his/her designee. Members may only exceed 48-hours due to major alarms and/or catastrophic events. Members must be off duty for at least 12 hours after a 48-hour consecutive work schedule before returning to work.

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## ARTICLE 22

## Recall Pay

Any employee who is recalled and required to return to work after leaving his regular shift shall be compensated for at least two (2) hours for all time worked. No travel time shall be compensated in the event an employee is recalled.

The Employer shall assign recall work on an equitable basis aimed at equally distributing recall work among all unit members.

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## ARTICLE 23

### Mileage Allowance

Unit members shall be prohibited from using their private automobiles for Fire Department business without the written approval of the Fire Chief or his designee.

Employees using their private automobiles for Fire Department business with the approval of the Fire Chief shall be reimbursed at the current rate as set forth in Section 112.061 (7), Florida Statutes (2007).

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## ARTICLE 24

### Working Out of Classification

In the event that any unit member is assigned duties in a higher-paid classification or category, he/she shall be paid an additional $~~0.75~~ 2.50 per hour, for the time worked in this capacity.

Employees functioning in the capacity of Field Training Officer (FTO) as approved by the County Medical Director, shall receive the "working out of classification" stipend described in this article, only for those hours that the FTO is directly training a City of Tavares Fire Department new-hire Paramedic.

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## ARTICLE 25

### Equipment and Uniforms

Except as otherwise provided for in this article, all uniforms and equipment issued to unit members for the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good and safe condition. When damaged or worn equipment or uniforms are replaced, they shall be replaced with uniforms or equipment meeting 1990 NFPA Standards. Employees shall be responsible for cleaning their uniforms in a manner consistent with professional appearance. Any uniforms or equipment that is damaged or lost due to an employee's negligence shall be replaced at the employee's expense.

When assigned duties require the wearing of civilian clothing and that clothing is damaged while performing those duties, the employee shall be reimbursed for the fair market value of the damaged clothing.

The following articles will be ordered by the Employer for each employee within two (2) weeks of the beginning of their employment with the City:

| Quantity | Item | Replacement |
|---|---|---|
| 3 | Collared Polo or Sport Shirt | Vendor Program |
| 3 | Work trousers | Vendor Program |
| 3 | Button-up short-sleeved work shirt | Vendor Program |
| 2 | Button-up long-sleeved dress shirt | Vendor Program |
| 1 | Tie (black / red) or clip-on | Vendor Program |
| 1 | Belt (black) | Vendor Program |
| 3 | Set of EMS and Dept. patches | Vendor Program |
| 5 | Short sleeved tee shirt | Vendor Program |
| 2 | Sleep shorts | Vendor Program |
| 2 | Sweatshirts | Vendor Program |
| 2 | Hats | Vendor Program |
| 1 | Rain Gear / Rain Coat | Vendor Program |
| 1 | Jumpsuit | Vendor Program |
| 1 | Set of rank insignia | As needed |
| 1 | Metal name plate | As needed |
| 1 | Work jacket | As needed |
| 1 | Protective bunker coat and pants | As needed |
| 1 | Personal SCBA face mask | As needed |
| 1 | Work gloves | As needed |
| 1 | Bunker boots | As needed |
| 1 | Protective helmet with eye shield | As needed |
| 1 | Identification card | As needed |
| 1 | Nomex hood | As needed |
| 1 | Set of suspenders | As needed |
| 1 | Badge | As needed |
| 1 | Work/station boots | Bi-annually |

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All Equipment not supplied under the vendor plan shall be replaced as needed, and at the direction of the Fire Chief.

Vendor Program

At the successful completion of the probationary period prescribed by this Agreement, and every year thereafter as long as the employee is employed by the City of Tavares Fire Department, each fire department employee will receive an allowance account for uniform purchase amounting to $400.00 per year. Fire Department employees will be responsible to order their own uniform replacement through a process and vendor to be identified by Department Administration at no expense to the employee. The City shall be responsible for payment to the vendor up to the $400.00 limit per employee. For the purpose of this process, work/station boots and firefighting apparel are not considered for replacement under this allowance. It is understood that employees are expected to have serviceable and presentable uniforms and equipment while on duty or readily available. It is understood that any portion of the $400.00 per year that is not used will remain in the Fire Department's budget and will not be paid to the employee. It is understood that without specific permission from the Fire Chief to the contrary, employees will be responsible for any purchase over the $400.00 limit.

The City shall pay to replace uniform members' firefighting apparel and work/station boots.

With the exception of underwear and socks, no other items of clothing or equipment are to be worn on duty unless issued or approved by the Employer.

Upon termination of employment with the Department, all issued articles of clothing and equipment will be returned by the employee to the Employer. The Employer may hold the employee's final paycheck pending return of all issued equipment and clothing, and it may deduct from that final check the value of any issued items that the employee fails to return in good condition, with reasonable wear and tear excepted.

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## ARTICLE 26

## Vacation and Sick Leave

### Vacation

All unit members shall accrue and be entitled to take paid vacation time on the same basis as provided for other non-union employees pursuant to the Employer's personnel policies in effect as of the date of this agreement, except as specifically modified in this Article. Any change to the personnel policies that provides additional vacation benefits to the non-union employees shall also be provided to the unit members.

Unit members assigned to twenty-four (24) hour shifts shall accrue paid vacation time at the rate of 10.8 hours per month for the first five (5) years of continuous employment and shall accrue paid vacation time at the rate of 14.4 hours per month after five (5) years of continuous employment. Unit members may accrue an unlimited amount of vacation time during their employment. Upon separation of employment unit members with less than five (5) years of employment shall only be compensated for a maximum of 159.2 hours of accrued vacation time, and unit members with over five (5) years of service shall only be compensated for a maximum of 319.2 hours of accrued vacation time.

Unit members assigned to forty (40) hour weeks shall accrue paid vacation time at the rate of eight (8) hours per month for the first five (5) years of continuous employment and shall accrue paid vacation time at the rate of twelve (12) hours per month after five (5) years of continuous employment.

Vacation time shall be reserved during a scheduling session arranged by the Employer to be held in January of each year. Reservation of vacation time at that scheduling session shall be based on seniority and subject to the approval of the Fire Chief.

Vacation time not reserved at the scheduling session may be taken by an employee, upon approval of the Fire Chief or his designee, if no other conflicting vacations are scheduled for the same time. Vacations reserved at the scheduling session may not be bumped, even on the basis of seniority, without the consent of both employees.

### Vacation Buy Down

Bargaining unit employees may elect to be paid for a portion of their accrued

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vacation leave. To be eligible, employees must maintain a minimum balance of seventy-two (72) hours accrued vacation leave after the Buy Down is completed, and have used a minimum of seventy-two (72) accrued vacation hours in the previous twelve (12) month period.

Vacation Buy Down requests, if made, may be made only once by each employee during the calendar year. Vacation Buy Down requests shall be submitted in writing.

Vacation Buy Downs are strictly at the employee's discretion and cannot be forced by the employer.

## Sick Leave

Unit members assigned to twenty-four (24) hour shifts shall accrue paid sick leave at the rate of 10.8 hours per month.

Unit members assigned to forty (40) hour weeks shall accrue paid sick leave at the rate of eight (8) hours per month.

Any unit member, regardless of hours per week, who separates from the City, after completion of the probationary period, shall receive compensation for their unused accrued sick leave at the rate of two (2) percent per year of service with the City of Tavares.

In the event of the death of a unit member, the unit member's estate shall receive the unused accrued sick leave at the rate of two (2) percent per year of service with the City of Tavares.

24-hour members who work an entire calendar year without using sick leave, shall be entitled to an additional 24-hour compensatory day in the following calendar year. The compensatory day off is subject to the vacation scheduling policy and guidelines.

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## ARTICLE 27

### Incorporation of Existing Personnel Policies

The Employer and the Union acknowledge that the Employer has in effect existing personnel policies that address the terms and conditions of employment for municipal employees.

Except where specifically modified or amended by this Agreement, the Employer's personnel policies in effect as of the date of this Agreement are hereby incorporated by reference and shall apply to and be binding on the Union. These personnel policies shall include, but are not limited to, the following:

- holidays
- bereavement leave
- educational leave
- military leave
- medical leave of absence
- voting
- court leave
- health insurance benefits
- life insurance benefits
- tuition reimbursement
- compensation at separation
- jury duty

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## ARTICLE 27-A

### Holiday Pay

27-A-1 Unit members who are scheduled for duty and work on a calendar holiday shall receive twenty-four (24) hours pay at the rate of double their normal hourly rate. There are eleven holidays each year which are observed by the City which are as follows:

New Years Day – January 1
Martin Luther King Day – Monday
Memorial Day – Monday
Independence Day – July 4
Labor Day – Monday
Veteran's Day – November 11
Thanksgiving Day – Thursday
Day after Thanksgiving Day – Friday
Christmas Eve – December 24
Christmas Day – December 25
New Year's Eve – December 31

27-A-2 Unit members who are scheduled for duty on a calendar holiday, but who are unable to work due to sickness, shall receive twenty-four (24) hours sick leave.

27-A-3 Unit members who are not scheduled for duty on a calendar holiday shall receive twenty-four (24) hours holiday pay.

27-A-4 Unit members who are scheduled for duty on a calendar holiday shall not be entitled to take that day as a vacation day unless approved by the Fire Chief or his designee. Any unit member taking vacation on a scheduled workday which is also a calendar holiday shall receive only twenty-four (24) hours vacation leave.

27-A-5 To bring unit members into parity with the vacation policy provided to all other City employees, unit members will receive twenty-four (24) hours of "floating holiday" vacation time each calendar year, which shall be in addition to any other holiday time provided under this Agreement.

27-A-6 Unit members may not accrue "floating holiday" vacation time from year to year. Unit members must take all twenty-four hours of "floating holiday" vacation time each calendar year or forfeit that benefit.

27-A-7 For purposes of this Article, a "holiday" shall be deemed to commence at the beginning of the 7:30 a.m. shift on the designated

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calendar holiday.

27-A-8 40-hour employees covered by this Agreement shall observe the holidays listed in Article 27-A of this Agreement, and shall not normally be scheduled to work on those days. Where the holiday falls on a day that would normally be a day off, the 40-hour employee shall receive an alternate day off with pay.

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## ARTICLE 28

## Pension and Retirement

The employer agrees to maintain the existing Firefighters Pension Plan as a Local Law Plan as designated by Florida Statute, Chapter 175. The employer agrees to pay a sum equal to the normal cost of and the amount required to fund any actuarial deficiency shown by an actuarial valuation as provided in part VII of Chapter 112, Florida Statutes (2007).

The employer agrees to fund the plan with no less than four percent (4%) of the salary of each unit member, or if the actuary deems it necessary for the city to contribute more than four percent (4%) to maintain current benefits the employer agrees to contribute a designated amount determined by actuary and applicable state law.

The employer agrees to maintain the multiplier at two percent (2%) per year of service prior to September 30, 1996, and three percent (3%) per year of service thereafter.

The bargaining unit members agree to contribute three and one-half percent (3.5%) per year of his/her salary.

Salary is defined as base pay, overtime up to but not exceeding 300 hours maximum per fiscal year, excluding additional hours worked pursuant to the Fair Labor Standards Act and [illegible].

For service earned after October 1, 2012, "salary" shall not include more than three hundred (300) hours of overtime per fiscal year. Provided however, in any event payments for overtime in excess of three hundred (300) hours per year accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes. Additional hours worked pursuant to the Fair Labor Standards Act (FLSA) shall not be deemed to be overtime. (ref: Chapter 175/112 Florida Statutes)

The parties agree to reopen negotiations on this article in the event Chapter 175 is repealed, or the Firefighters Pension Board proposes any change to the plan.

Both parties agree that in year 2015, the Union shall identify and provide the name of an actuarial firm that will be tasked by the City with evaluating the impact of moving future new hires to the Florida Retirement System (FRS). The cost of this actuarial evaluation shall be borne by the City, as long as the City determines the cost of said service to be reasonable. If the City determines the

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cost to be excessive, the evaluation shall not be conducted. The actuarial evaluation is for informal purposes only and does not change the current Pension Plan in any way.

Both parties recognize that the State of Florida has passed new pension law and thus, if during the fiscal year October 1, 2015 through September 30, 2016, either party believes it is in their best interest to open up the contract for the sole purpose of bargaining the issue of the new fire pension law, with regards to the actuary received by the Union (Local 3245) on July 30, 2015 via the City of Tavares Firefighter's Pension Board of Trustees, then both parties shall bargain on that issue upon notification by one party to another party.

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## ARTICLE 29

### Safety and Health

29-1 It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to minimize accidents, injuries, illness and death in the fire service.

29-2 Required protective devices, wearing apparel and other equipment shall be provided by the Employer at no cost to the employees. These devices, apparel and equipment shall be inspected on a periodic basis of not less than once per year by the firefighter representatives to the City Safety Committee, who may recommend proper maintenance and replacement.

29-3 The Employer shall establish a City Safety Committee that shall include not less than one (1) union representative appointed by the Union. This Committee will meet quarterly to discuss safety and health conditions. The Committee may also study and make recommendations regarding the adoption of NFPA 1500 Fire Department Occupational Safety and Health Program.

29-4 While meeting jointly with the Employer for any investigation of safety and/or health matters in the Fire Department, Safety Committee members attend such meetings during duty hours on regular work assignment or be paid at their regular rate of pay if off duty.

29-5 The Employer shall not restrict the Safety Committee members from any Fire Department facility when investigating safety or health conditions, or performing routine inspections, provided such activities do not interfere with normal departmental operations. The Employer will abide by state and federal laws regarding safety that may pertain to the fire service.

29-6 Pre-employment and Annual Health Screening

Each new employee, after receiving an offer of employment from the City shall be scheduled for, and shall undergo a medical health screening physical examination, as per NFPA, conducted by a licensed physician designated and paid for by the City, which shall include the following:

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- Chest X-Ray
- Urinalysis
- Vision Test
- Audio Screen Test
- Height and Weight recorded
- Blood Pressure and Pulse
- Blood Chemical Profile
- "At rest" EKG
- Pulmonary Function Test
- Medical History
- Tuberculosis (TB) Test
- Physical Exam (including breast/prostate exam as appropriate)

The results of this health screening are to establish a "baseline" health profile for potential employees. It is understood that medical conditions discovered during this screening could result in the withdrawal of employment offers.

Each bargaining unit employee (not probationary) with firefighting duties shall be required to receive the same medical health screening physical examination annually. The "annual" health screening for all employees shall include the same items as listed in the "pre-employment" health screening with the following exceptions:

- Chest X-Ray (Shall be performed every five (5) years unless required more frequently by the medical service provider, based upon objective medical evidence.)
- Tetanus booster may be administered (as needed).
- Stress EKG may be performed if determined to be appropriate by the medical service provider based upon objective medical evidence.

Both parties agree that the medical service provider shall provide the City with a document, for each medically assessed employee, containing a written summary opinion from the physician that the employee continues to be physically fit for duty as a firefighter.

It is understood that the medical screening described herein is not designed to be punitive, but rather to provide early detection of health issues that could be career or life altering.

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## ARTICLE 30

### Sanitation, Maintenance and Upkeep

The Employer agrees to supply all materials necessary for the day-to-day maintenance and upkeep of the fire station. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire stations. The Employer agrees to keep supplies such as toilet tissue, paper towels, cleaning products, rags, towels, linens, and soaps available for use at all times. The Employer agrees to provide brooms and mops in good repair and replace them when they become ragged or damaged.

All major building repairs, remodeling or redecorating shall be done by the Employer. The unit members shall be responsible for maintaining satisfactory cleanliness upkeep.

Hydrant maintenance and painting shall be performed by the Employer. Annual flow tests and lubrication of hydrant caps shall be performed by the unit members.

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## ARTICLE 31

## Grievance Procedure

A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. The I.A.F.F., as the certified bargaining agent for unit members, shall have the exclusive right to submit grievances for arbitration under this procedure.

**STEP 1**

(a) Any aggrieved employee may initiate the grievance process by presenting his grievance, in writing, to the Fire Chief within ten (10) working days of the occurrence of the alleged grievance. The notice shall include a short and plain summary of the facts" surrounding the grievance and the specific provision of this agreement which is in controversy. If the employee has not exhausted his remedies through the chain of command, the Fire Chief may refer the grievance back through the chain of command before proceeding forward through this grievance procedure.

(b) The Fire Chief, within ten (10) working days of receipt of the notice, shall investigate the facts of the alleged grievance and shall meet with the aggrieved employee. The employee may be accompanied by an I.A.F.F. representative at any grievance proceeding.

(c) The Fire Chief shall notify the aggrieved employee, in writing, of his decision on the alleged grievance within ten (10) working days following his meeting with the aggrieved employee.

**STEP 2**

(a) Any aggrieved employee may appeal the grievance decision of the Fire Chief to the City Administrator by presenting his grievance, in writing, to the City Administrator within ten (10) working days of the rendition of the Fire Chiefs decision.

(b) The City Administrator, within ten (10) working days of receipt of the notice, shall investigate the facts of the alleged grievance and shall meet with the aggrieved employee. The employee may be accompanied by an I.A.F.F. representative at any grievance proceeding.

(c) The City Administrator shall notify the aggrieved employee, in writing, of her decision on the alleged grievance, within ten (10) working days following her meeting with the aggrieved employee.

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**STEP 3**

(a) After the City Administrator has rendered her decision on the grievance, the I.A.F.F. may submit the matter to arbitration as set forth in this section. The I.A.F.F. shall initiate arbitration by giving notice in writing to the City Administrator within ten (10) working days of the rendition of her decision. The notice shall include a short and plain summary of the facts surrounding the grievance and the specific provision of this Agreement which is in controversy.

(b) The City and the I.A.F.F. shall jointly request a list of at least seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. Within ten (10) working days after receipt of that list, the City and the I.A.F.F. shall alternately strike names from the list until a single arbitrator remains, who shall be the selected arbitrator for the grievance. The arbitration hearing shall be held in Tavares as promptly as can be arranged.

(c) The decision of the arbitrator shall be rendered within thirty (30) days of the arbitration hearing, and shall be final and binding on both parties. The cost of the arbitrator shall be shared equally by the City and the I.A.F.F.

(c) The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

For purposes of this Article, the term "working days" shall be interpreted to mean Monday through Friday. Saturdays, Sundays and legal holidays shall not be included.

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## ARTICLE 32

## Promotions

All vacancies in any position higher than the rank of firefighter and said position is under the Collective Bargaining Agreement shall be filled on the basis of a competitive promotional process developed and administered by the Fire Chief. Considerations to determine if position is of a higher rank than firefighter shall be as follows: higher pay, supervisory considerations, job description, and rank. In making his selection among the eligible applicants, the Fire Chief may administer testing, and may also consider as part of the promotional evaluation an applicant's employment record with the city, including performance evaluations and disciplinary history. It is the policy of the City, whenever possible, to fill vacancies in the ranks higher than firefighter by promoting qualified applicants from within the Tavares Fire Department and such applicants shall be given preference over applicants who are not current Tavares Fire Department employees. However, in the event there are no qualified applicants in the Tavares Fire Department available to fill a vacancy in any rank higher than that of firefighter, the Fire Chief may fill said vacancy with a qualified applicant from outside the Tavares Fire Department.

After completion of promotional evaluation conducted by the Fire Chief, including testing, disciplinary history, and performance evaluations, the Fire Chief shall furnish the Union and employees that have undergone the promotional process an eligibility list. The eligibility list shall be in effect for two (2) years after the results of the promotional evaluation are posted by the Fire Chief. The list shall include a numerical ranking of the results of the promotional evaluation starting with the employees who scored the highest, and following the order of the highest scores. Wherever a current promotion list exists, promotions shall be made from that list.

All courses must be obtained by a certified educational facility and/or recognized by the State of Florida Bureau of Fire Standards.

In the event none of the applicants for the positions of engineer, lieutenant, captain, or shift commander qualify under the eligibility requirements as to years of service, then the employer may waive that requirement.

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**Engineer**

The eligibility requirements for the rank of Engineer shall be as follows:

1. Two (2) years continuous service as a certified firefighter with the City of Tavares Fire Department, and

2. Satisfactory completion of the following courses:
    1. EVOC
    2. 80-hour Apparatus / Pump Operators course
    3. 40-hour Company Officer Leadership course
    4. 40-hour Fire Tactics and Strategies course

**Lieutenant**

The eligibility requirements for the rank of Lieutenant shall be as follows:

1. Four (4) years continuous service as a firefighter with the City of Tavares Fire Department, two (2) of which must be in the rank of Engineer, and

2. Satisfactory completion of the following:
    1. Certificate of Competency, Fire Officer 1, or
    2. Associates Degree in Fire Science Technology.

**Fire Captain**

The eligibility requirements for the rank of Fire Captain shall be as follows:

1. Six (6) years continuous service as a certified firefighter with the City of Tavares Fire Department, and

2. Satisfactory completion of the following:
    1. Certificate of Competency, Fire Officer 1, and
    2. Florida Fire Safety Inspector 1, and
    3. Florida Fire Instructor 1 or obtain within one (1) year.

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**Shift Commander / Battalion Chief**

The eligibility requirements for the rank of Shift Commander / Battalion Chief shall be as follows:

1. Six (6) years continuous service as a certified firefighter with the City of Tavares Fire Department (in any rank combination including firefighter, engineer, and lieutenant), three (3) years of which must be as a full time company officer, and

2. Satisfactory completion of Fire Officer 2, and

3. An Associate Degree in Fire Science Technology.

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## ARTICLE 33

### Wages

All bargaining unit members shall be paid during fiscal year 2014~~5~~ – 201~~5~~6 on the following salary schedule, effective October 1, 2014~~5~~. Unit members' hourly pay rate is based on 2,592 hours per year.

The following minimum and maximum annual salaries are hereby established for the following positions for fiscal year 2014~~5~~ - 201~~5~~6:

| | |
|---|---|
| Fire Captain | [illegible]031 – 75,759 |
| Shift Commander/Battalion Chief | $53,0[illegible] – 75,759 |
| Lieutenant | $45,077 – [illegible]397 |
| Engineer | $38,317 – 54,7[illegible]8 |
| Firefighter/EMT | $32,569 – 47,226 |

Unit members who are promoted [illegible] the [illegible] of Engi[illegible]r, Lieutenant, Captain, or Shift Commander shall be paid a[illegible] amou[illegible]al to [illegible]% above their existing salary OR the minim[illegible]lary of [illegible]sition [illegible]ry range set forth above, whichever is greate[illegible] Empl[illegible]ees wh[illegible]e hired from outside the Tavares Fire Department to fil[illegible] vacancy i[illegible]he rank [illegible] Engineer, Lieutenant, Captain, or Shift Commander shal[illegible]e paid wi[illegible]n the rang[illegible]rovided for that position, as set forth above.

Effecti[illegible] Octobe[illegible] 20[illegible] payable at such time as these changes become effe[illegible]e for all city [illegible]mplo[illegible]s, all bargaining-unit members shall receive the follow[illegible]:

- Cos[illegible] Living Ad[illegible]tment of ~~three~~five percent (~~3~~5%).
- Merit i[illegible]ease [illegible]ero (0)%
- Bargainin[illegible] members agree to the insurance premium adjustments equal to tho[illegible] paid by general city employees.

Wages shall be re-opened, at the discretion of the Union, for negotiation for fiscal year 201~~5~~6-2016~~7~~.

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## Paramedic Incentive

Unit members covered by this agreement who maintain a current Florida certification of "Paramedic" as issued by the State of Florida, Department of Health, and are approved by the Medical Director of Lake E.M.S. to practice as a Paramedic under his/her license, and maintain that approval, shall be paid an additional $ 2.50 per hour.

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## ARTICLE 34

### Distribution of Paychecks and Deposit Advices

The on-duty supervisor at each fire station shall pick up the fire department paychecks and deposit advices on payday (bi-weekly Fridays) from Human Resources at City Hall and make them available for distribution at the stations by 12 noon on payday, and or at earliest time possible thereafter.

## ARTICLE 34-A

### Balanced Paychecks

The City shall pay all bargaining unit members based on an average of 99.7 hours worked per each two-week pay period, based on an anticipated normal work schedule of 2,592 hours per year over 26 pay periods. The parties acknowledge and agree that unit members' normal work schedules may result in them working more than 99.7 hours in some pay periods and less than 99.7 hours in other pay periods. In addition to being paid for the average 99.7 hours worked during a pay period, unit members shall also be paid for any hours that they work in excess of the normally scheduled shift hours ("non-scheduled hours"). Pay for non-scheduled hours shall be at the unit member's normal hourly rate unless and until the hours actually worked (which does not include Kelly Day hours) in the 28 day work period exceed 212 hours, at which time the unit member will be paid overtime pay (time and a half).

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## ARTICLE 35

### Gender Statement

For the purposes of this Agreement, references to employees in either the masculine or feminine gender shall be deemed to apply equally, and without distinction or discrimination to either gender.

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## ARTICLE 36

## Amendments

All amendments to this Agreement shall be numbered, dated and signed by the authorized representative for the Union and the City, and shall be subject to all the provisions of this Agreement.

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## ARTICLE 37

**Saving Clause**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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## ARTICLE 38

## Duration of Agreement

Except as otherwise provided in this Agreement, this Agreement shall take effect upon approval of both parties and shall continue in full force until September 30, 201~~5~~6.

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## ARTICLE 39

## Non-Discrimination

The parties to this Agreement agree not to discriminate against any employee because of race, gender, color, creed, national origin, religion, disability, or marital status.

No employee shall be subject to negative action for invoking any right or privilege granted to employees by any law, Federal or State or Local ordinance, or through the terms of this Agreement.

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**FOR:**
**IAFF, LOCAL NO. 3245**

**Mark Kidd**
President

Date

**FOR:**
**THE CITY OF TAVARES, FLORIDA**

**John H. Drury**
City Administrator

Date

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**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**September 16, 2015**

**AGENDA TAB NO. 16**
**SUBJECT TITLE: Street Light Assessments**

## OBJECTIVE:

Discussion and consideration for Street Light Assessments.

## SUMMARY:

Previously, the City Council received information concerning the procedural process for establishing a street light assessment program in Tavares.

In addition, at the last meeting the Council received information for the current costs for street lights through-out the City.

At the last meeting, the Council requested Staff to bring this item back to the City Council for an opportunity for further discussion.

Procedural information for street light assessments is attached, and current cost information for City street lights is also attached.

## OPTIONS:

1) Provide opportunity for Council to further discuss street light assessments.

## STAFF RECOMMENDATION:

Council discusses street light assessments.

## FISCAL IMPACT:
None at this time.

## LEGAL SUFFICIENCY:
The City Attorney has reviewed this request and meets legal sufficiency.

**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**DATE OF MEETING: September 3, 2015**

**AGENDA TAB NO. 16**
**SUBJECT TITLE: Street Lighting Fiscal Management Options**

**OBJECTIVE:** To present street lighting fiscal management options

**SUMMARY:** There exists several options when it comes to the fiscal management of Street Lights.

A. **Public Road**: When a public road is constructed by the City with street lights, the city can either absorb the cost of maintaining those lights into its general fund and thus pay for the street lights with property taxes from all residents or develop an "assessment" on those property owners who benefit from the street lights to pay for the maintenance of the street lights.
B. **Sub-Divisions**: When an HOA request that the city take over the streetlights in the HOA, the City can either say "no" and thus the HOA pays for it, absorb the cost of maintaining those lights into its general fund and thus pay for the street lights with property taxes from all residents or develop an "assessment" on those property owners who benefit from the street lights to pay for the maintenance of the street lights.

It has been the past practice of the city to take over the street lights as requested and pay for them out of the General Fund. By way of background, the city has instituted assessments in the past for street paving and wastewater improvements.

As it relates to street light maintenance requests from HOA's, the general rule has been that the city will pay for the "basic cost of a plain light on a telephone pole" and the extra costs for "fancy lights" are paid for by the HOA. This has worked where the HOA remains in force but has not worked so well when the HOA disbands itself. When they disband themselves, the City has not "turned off the lights" but rather paid the cost to maintain them in their entirety.

The city has the options of continuing its past practice as outlined above, instituting as assessments on all requests going forward or developing a street assessment program where all existing residents who have street lights would be assessed their share.

Attached is information related to street light assessments provided by the City Attorney and the Finance Director will be providing additional financial information at the meeting.

**RECOMMENDATION:** It is recommended that the Council permit the City Attorney and City Finance Director and opportunity to discuss the legal and fiscal aspects of a street light assessment.

| Subdivision or Billing Title June 2014 through May 2015 | |
|---|---|
| **SECO** | |
| **Duke Energy** | |
| | **TOTAL** |
| Banning Beach (All lights east of 441 to Lakeshore Dr/Holiday Park) | 118,586.52 |
| Chelsea Oaks | 4,310.72 |
| Fox Borough | 6,926.28 |
| Sunshine Lane Area Lights | 527.76 |
| Martins Grove | 6,373.92 |
| 746 Street Lights | 119,722.64 |
| Golden Palm Villa Lights | 3,225.00 |
| O W Alfred St | 36.03 |
| 80 N Disston Ave | 8,515.13 |
| HWY 441 & St Clara Abr | 376.95 |
| 104 New Hampshire St Scape Lt | 369.96 |
| 101 Texas Ave St Scape Light | 285.61 |
| 109 St Clair St Scape Light | 303.30 |
| 110 E Maud St Scape Light | 216.18 |
| 312 E Main St Scape light | 263.53 |
| O N HWY 19 Lite / W Main | 312.45 |
| 1370 US HWY 441 (30 Lights) | 6,609.30 |
| 102 N Ingraham - Deco Lights | 152.91 |
| 102 N Bloxham - Deco Lights | 154.03 |
| 105 S Lake Ave - Deco Lights | 169.25 |
| 105 S Bloxham - Deco Lights | 155.26 |
| 591 W Main St - Deco Lights | 219.77 |
| 908 W Maud Street Light | 116.65 |
| 441 & Huffstetler Rd | 844.79 |
| 259 N St Clair Abrams / Alfred | 341.84 |
| 301 N Sinclair / Alfred | 285.13 |
| 333 N Sinclair/Caroline & Sinclair | 239.28 |
| US 441 | 21,861.56 |
| Lite St 19 & Woodlea | 248.16 |
| **SECO** | **158,834.92** |
| **DUKE ENERGY** | **142,914.99** |
| | **301,749.91** |
| **SECO - Monthly Average** | **13,236.24** |
| **DUKE ENERGY - Monthly Average** | **11,909.58** |
| **Percent SECO** | **86.06%** |
| **Percent Duke** | **13.94%** |
| | 100.00% |

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**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**SEPTEMBER 16, 2015**

**AGENDA TAB NO. 17**
**SUBJECT TITLE: City Administrator Report**

**OBJECTIVE:** To inform Council on city related matters.

**SUMMARY: Will be presented at meeting**

**UPCOMING MEETINGS: (check with Susie Novack for any last minute changes)**

- Regular City Council Meeting – October 7, 2015 – 4:00 pm.
- Code Enforcement Meeting – September 22, 2015 – 5:00 p.m.
- Library Board – October 21, 2015 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – September 17, 2015 – City Council Chambers – 3:00 p.m.
- Lake Sumter MPO – September 23, 2015 – 2 p.m. MPO Board Room, Leesburg
- Lake County League of Cities Luncheon Meeting – October 9, 2015 – 12:00

**EVENTS**

- September 25-27 – Rifles, Rails & History – Wooton Park
- October 15, 2015 – Close Your Eyes at City Hall Flagpole – New Visions – 9:30 am to 10:30 am
- October 10, 2015 - Rocktoberfest – Wooton Park
- October 24, 2015 – Monster Splash
- October 23-24, 2015 – Howl-o-Fest
- October 31 – November 1 2015 – HydroDrags World Championships
- Z- Fest 2015 – November 7, 2015 – 9:00 a.m. – Wooton Park
- November 3, 2015 – City Election
- November 12, 2015 – Taste of Tavares – Tavares Pavilion on the Lake – 6:00 p.m.
- November 13-15 – CRA Fall Thunder Regatta
- Christmas Parade & Celebration – December 5, 2015

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**AGENDA SUMMARY**
**TAVARES CITY COUNCIL**
**SEPTEMBER 16, 2015**

**AGENDA TAB NO. 18**

**SUBJECT TITLE: City Councilmembers Report**

**OBJECTIVE:**

To inform Council on city related matters.

**SUMMARY:**

Council will be offered an opportunity to provide a report at the meeting.

**OPTIONS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

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