



# City of Naples

Special Meeting May 27, 1986

City Council Chambers  
735 Eighth Street South  
Naples, Florida 33940

-SUBJECT-	Ord. No.	Res. No.	Page
RATIFICATION OF A CONTRACT BETWEEN THE CITY OF NAPLES AND THE FRATERNAL ORDER OF POLICE, LODGE 38		86-5006	1
ADOPTION OF THE NON-BARGAINING UNIT PAY PLAN		86-5007	1
AUTHORIZATION TO EXECUTE A CHANGE ORDER WITH TWIN CONSTRUCTION, CONTRACTOR FOR WASTEWATER TREATMENT EXPANSION PROJECT		86-5008	2
BID AWARD - AUXILIARY POWER SUPPLY, WATER PLANT		86-5009	3

City Council Chambers  
735 Eighth Street South  
Naples, Florida 33940



Time 9:02 a.m.

Date May 27, 1986

Mayor Putzell called the meeting to order and presided as Chairman.

**ROLL CALL:** Present: Edwin J. Putzell, Jr.  
Mayor

Kim Anderson-McDonald  
William E. Barnett  
William F. Bledsoe  
Alden R. Crawford, Jr.  
John T. Graver  
Lyle S. Richardson  
Councilmen

Also present:

Franklin C. Jones, City Manager	Christopher L. Holley, Community Services Director
David W. Rynders, City Attorney	Stewart K. Unangst, Purchasing Agent
Mark W. Wiltsie, Assistant City Manager	Ellen P. Weigand, Deputy Clerk
Roger J. Barry, Community Development Director	Norris C. Ijams, Fire Chief
Gerald L. Gronvold, City Engineer	James L. Chaffee, Utilities Director
Steven C. Brown, Personnel Director	Frank W. Hanley, Finance Director
Paul C. Reble, Police Chief	

See Supplemental Attendance list - Attachment #1

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RATIFICATION OF A CONTRACT BETWEEN THE CITY OF NAPLES AND THE FRATERNAL ORDER OF POLICE, LODGE NO. 38 ITEM 1  
Requested by City Manager

---RESOLUTION 86-5006

A RESOLUTION RATIFYING AND CONFIRMING THE CONTRACT BETWEEN THE CITY OF NAPLES AND THE FRATERNAL ORDER OF POLICE, COLLIER COUNTY LODGE NO. 38; AND PROVIDING AN EFFECTIVE DATE.

Title read by City Attorney.

City Manager Jones and Personnel Director Brown reviewed the information in the City Manager's memo dated May 22, 1986 (Attachment #2). In response to questions from Council, Mr. Brown confirmed that this contract and the agreement with the non-bargaining unit employees will allow ten holidays for all employees; that the cost of this two year contract would be \$165,000; and that this contract covered 45 officers.

**MOTION:** To ADOPT the resolution as presented.

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ADOPTION OF THE NON-BARGAINING UNIT PAY PLAN ITEM 2

---RESOLUTION 86-5007

A RESOLUTION ADOPTING THE COMPENSATION AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES FOR 1986-87; AND PROVIDING AN EFFECTIVE DATE.

Title read by City Manager.

Personnel Director Brown reviewed the information in City Manager Jones' memo dated May 22, 1986 (Attachment #3).

**MOTION:** To ADOPT the resolution as presented.

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COUNCIL MEMBERS	M	S	VOTE		A
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	I	C	E	O	E
	O	O	N	N	N
	N	N	S	O	T
Anderson-McDonald			X		
Barnett		X	X		
Bledsoe			X		
Crawford			X		
Graver			X		
Richardson	X		X		
Putzell (7-0)			X		
Anderson-McDonald			X		
Barnett			X		
Bledsoe	X		X		
Crawford			X		
Graver			X		
Richardson		X	X		
Putzell (7-0)			X		

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COUNCIL  
MEMBERS

AUTHORIZATION TO EXECUTE A CHANGE ORDER  
WITH TWIN CONSTRUCTION, CONTRACTOR FOR  
WASTEWATER TREATMENT EXPANSION PROJECT  
Requested by City Manager.

ITEM 3

---RESOLUTION 86-5008

A RESOLUTION AUTHORIZING THE ISSUANCE OF CHANGE ORDER NO. 9 TO TWIN CONSTRUCTION, INC. IN CONJUNCTION WITH THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Title read by City Attorney Rynders.

City Manager Jones reviewed the information in his memo dated May 22, 1986 (Attachment #4). He further noted that the base price of the contract, \$10,093,718, was \$200,000 less than the contract as awarded because of some earlier adjustments. Mr. Graver received confirmation that the City would be extending the contract 189 days with no cost to the City. Louis Marcello, representing Camp Dresser & McKee (CDM), reviewed the time schedule for the effluent disposal plant. He explained how they were working to recreate the sub-contracts that the Welles Company, Inc. had entered into to supply the items originally brokered by them.

City Attorney Rynders confirmed that this change order would clear up any claims that Twin Construction had made previously for reimbursement. Citizen J. Sandy Scatena expressed his feeling that Twin Construction should be made to pay a penalty for the extended time period. In response to a question from Mayor Putzell, the City Manager explained that Twin Construction's claim for reimbursement was based on extra expenditures because of soil conditions at the site and changes in the availability of portions of the site due to power delivery. City Attorney Rynders confirmed that Twin's claim for those reasons was invalid, but the time allowance referred to in the change order was due to the delay caused by the Welles Company going bankrupt, which was beyond Twin's control. Mr. Marcello confirmed the City Attorney's statements.

In response to questions from Mayor Putzell, Mr. Marcello stated his opinion that Twin Construction's first claim for damages was invalid and the 189 day time delay was beyond their control. City Attorney Rynders further explained that the surety bond would only insure that attorneys would litigate who should pay to finish a project. He also noted that the City was not going to suffer financial damages but developers would have to wait the extra time to begin their projects after the plant has been enlarged. He added that the funds for the project were earning interest during the time prior to payment for the project being completed. In response to Mr. Richardson, Mr. Marcello confirmed that Chuck Bolton and the prior project manager, Bob Ortiz, did investigate Twin Construction and the second lowest bidder before recommending a bid award.

MOTION: To ADOPT the resolution as presented.

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Anderson-McDonald		X
Barnett	X	X
Bledsoe		X
Crawford	X	X
Graver		X
Richardson		X
Putzell		X
(7-0)		

---RESOLUTION 86-5009

ITEM 4

A RESOLUTION AWARDING THE BID FOR CONSTRUCTION OF THE WATER TREATMENT PLANT AUXILIARY POWER SUPPLY; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

Title read by City Attorney Rynders.

City Manager Jones reviewed the information in his memo dated May 8, 1986 (Attachment #5). He noted that only 25% of the project was construction cost, approximately 50% was for the electrical components, and the balance was site preparation and site work. Utilities Director Chaffee noted that this bid award had not been brought to Council for action prior to settling the issues involved in the Twin Construction Change Order just approved. He also confirmed that this project would not cause any conflicts with the wastewater treatment plant expansion project that the Twin Construction had begun. He further stated that the electrical contractor, who would be doing the majority of the work with the electrical components, had been thoroughly checked and had been recommended by the City to Twin Construction.

Citizen J. Sandy Scatena questioned the benefit of having a bond supplied by a bidder if it was not to pay damages for overruns. City Attorney Rynders noted that it was state law to have the bond. He also stated circumstances under which a bond would pay to finish a project if the contractor who was awarded the bid could not. Mr. Bledsoe suggested having bonds supplied by sub-contractors. Mayor Putzell noted the recommendation from the City's paid consultants, Greeley & Hansen, to award the bid to Twin Construction. Mr. Bledsoe still insisted on further investigation of the proposed contractor, Twin Construction, and the electrical sub-contractor. City Manager Jones noted that there had actually been a double investigation because of the City's experience with Twin Construction. Mr. Chaffee again noted that the electrical contractor's references had been carefully checked.

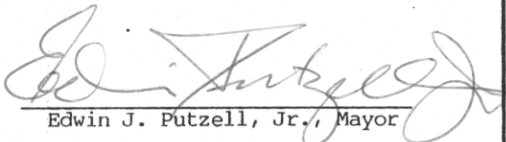
MOTION: To ADOPT the resolution as presented.


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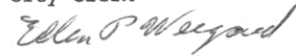
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ADJOURN: 10:29 a.m.

  
Edwin J. Putzell, Jr., Mayor

  
Janet Cason  
City Clerk

  
Ellen P. Weigand  
Deputy Clerk

Anderson-  
McDonald  
Barnett  
Bledsoe  
Crawford  
Graver  
Richardson  
Putzell  
(6-1)

X

X  
X  
X  
X  
X  
X

X

These minuts of the Naples City Council approved JUN 18 1986



Supplemental Attendance List - Special Meeting, May 27, 1986

Mr. & Mrs. Grif Payne  
Charles Andrews

J. Sandy Scatena  
Robert Ott  
Louis G. Marcello

Jack Miller  
Scott Foster

News Media

Ted Trulock, WBBH TV-20  
Bob Goldberger, WBBH TV-20

Beverley Cameron, WINK TV-11  
Marty Bonvehio, Naples Daily News

Other interested citizens and visitors.



# City of Naples

## --- MEMO ---

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: FRANKLIN C. JONES, CITY MANAGER

SUBJECT: FRATERNAL ORDER OF POLICE, COLLIER COUNTY LODGE NO. 38

DATE: MAY 22, 1986

### BACKGROUND

The Police bargaining unit, FOP, and the City began negotiations in February, 1986. After many negotiating sessions and some last minute adjustments, agreement was reached. The contract has been ratified by Union members.

### ANALYSIS

The negotiations between the City and the Union were successful in establishing a two-year contract. The City's concessions are responsive to the expressed needs of the bargaining unit which represents the City's 45 Police Officers. Following are the major changes to the existing contract:

1. Article 2 - Police Officers Bill of Rights and Disciplinary Action  
Reprinted the state required police Bill of Rights into the local contract. Restricted the City's use of polygraphs and established a reasonable program of drug testing for police officers.
2. Article 4 - Meetings and Arbitration  
City agrees to pay, at its option, the Union President for participating in negotiating sessions.
3. Article 5 - Grievance Procedures  
Established review of dismissal by impartial neutral prior to the City Manager step and potential review by the Circuit Court under specific conditions.
4. Article 7 - Holidays  
Added the observance of President's Day as an additional holiday.
5. Article 8 - Vacation Leave  
Added an extra 2 days of vacation for employees with 10 years of service or more.
6. Article 11 - Sick Leave  
Added one week to the amount of sick leave paid upon separation of 15 year employees.
7. Article 14 - Wages  
The schedule of general salary increases for the next 2 years will be as follows:

4-1-86	-	2%
10-1-86	-	2%
4-1-87	-	2%
10-1-87	-	3%

Performance increases may range from 0 to 4%. Raised clothing allowance for detectives from \$375/year to \$425/year. Increased holiday bonus pay for 10 year employees from \$20.00 to \$40.00.

8. Article 20-Education

Agreed to reimburse educational expenses for 21 college hours per year (up from 18) and expanded reimbursable courses to include psychology and business and public administration, as well as criminal justice coursework.

9. Article 24-Uniforms and Equipment

Agreed to provide \$100/year to officers for the purpose of uniform maintenance.

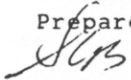
CONCLUSIONS AND RECOMMENDATIONS

Despite the difficult and lengthy negotiations the proposed contract is fair for the employees and sound from a management perspective. I recommend ratification of the attached Contract.

Respectfully submitted,

  
Franklin C. Jones  
City Manager

Prepared By:



Steven C. Brown  
Personnel Director

FCJ/SCB/dp  
Attachment



# City of Naples

## --- MEMO ---

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL  
FROM: FRANKLIN C. JONES, CITY MANAGER  
SUBJECT: NON-BARGAINING UNIT COMPENSATION PLAN  
DATE: MAY 22, 1986

### BACKGROUND

Employees not represented in bargaining units including Confidential, Managerial, and Supervisory employees, are compensated according to the Non-Bargaining Unit Compensation Plan adopted every year by City Council. Generally the changes are a result of agreements reached with the bargaining units and are made to insure that non-bargaining employees are compensated at least as well as bargaining unit employees.

### ANALYSIS

In order to keep pace with bargaining unit employees the following changes are recommended for non-bargaining employees:


1. Article 3 - Sick Leave  
Increase sick leave payout at termination to two weeks for 15 year employees.
2. Article 4 - Vacation  
Implement a sliding scale of vacation credit for sick leave used so that those that use less than the limit of sick leave shall receive additional vacation credit.
3. Article 5 - Holidays  
An additional holiday, President's Day, shall be celebrated with time off.
4. Article 11 - Wages  
General Increase: 3.5% effective 4/1/86. Uniform maintenance allowance of \$100.00 per year for public safety employees.
5. Article 16 - Education  
Increase limit of reimbursable course hours from 18 to 21.

### CONCLUSIONS AND RECOMMENDATIONS

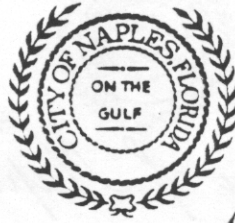
These changes are necessary to provide non-bargaining employees with appropriate benefit levels that match those negotiated by the Unions. Because these changes are fair for the employees and sound from a management perspective, I recommend adoption. The finalized plan is attached for your review.

Respectfully submitted,

  
Franklin C. Jones  
City Manager

Prepared By:   
Steven C. Brown  
Personnel Director





# City of Naples

## --- MEMO ---

TO: HONORABLE MAYOR AND MEMBERS OF CITY CCUNCIL  
FROM: CITY MANAGER FRANKLIN C. JONES  
SUBJECT: CHANGE ORDER - TWIN CONSTRUCTION  
DATE: MAY 22, 1986

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BACKGROUND: For some time there have been two issues pending with regard to our contract with Twin Construction for the expansion of our wastewater treatment plant. The issues involved delays during the initial phase of construction and a claim for a time extension due to the dissolution of a supplier of major pieces of equipment. On April 23 we distributed a status report to the Council and had subsequently reported that these two issues would soon be resolved. We are therefore presenting today the appropriate change order resolving both issues.

ANALYSIS: The change order grants a 189-day extension to the original contract which moves the completion date from October, 1986, to April, 1987. This time was needed by the contractor in order to locate suppliers to replace equipment that was to be furnished by Wells Products. As part of the consideration for granting this non-compensable time extension, we have received from Twin Construction an acknowledgement that all claims for any other extensions or compensation to that date have been satisfied.

CONCLUSIONS & RECOMMENDATIONS: The change order, which has been recommended by our consulting engineer, has been executed by Twin

Mayor and Council  
May 22, 1986  
Page 2

Construction. I recommend, therefore, that the Council authorize execution of the change order via the attached resolution.

Respectfully submitted,



Franklin C. Jones  
City Manager

FCJ/tan

P.S. For your information, we have obtained a copy of the latest construction schedule submitted by Twin and approved by our consulting engineers. It will be posted in the conference room next to my office for the next several days if you would like to stop in.



# City of Naples

## --- MEMO ---

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: FRANKLIN C. JONES, CITY MANAGER

SUBJECT: AWARD OF BIDS FOR AUXILIARY POWER AT WATER TREATMENT PLANT

DATE: MAY 9, 1986

### BACKGROUND:

The 1984/85 CIP included this project in order to help insure that the citizens of Naples would have water at all times, including those times when there could be a major power outage such as a hurricane.

On January 21, 1986, bids were received for the project; however, because major errors and omissions were discovered in the bids received, the Council at it's regular February 19, 1986 meeting rejected all bids and authorized rebidding. On March 25, 1986, new bids were received; attached is a bid tabulation.

The low bid of Twin Construction for \$449,900 is below the low bid received January 21, 1986 of Servotech for \$473,862. The engineer's estimate was \$490,440.

### ANALYSIS:

The low bidder Twin Construction's bid in the amount of \$449,900 is within the engineer's estimate. Attached is a bid tabulation and a letter of recommendation from our consulting engineers, Greeley and Hansen. As a condition of making this award, we have arrived at an agreement with Twin Construction on past claims for additional money on the Wastewater Treatment Plant which will result in Twin dropping these claims.

### RECOMMENDATION:

We have also received and reviewed the recommendation from our consulting engineer that the contract be awarded to Twin Construction and the staff therefore recommends that Council accept the low bid of \$449,900 by Twin Construction, Pompano Beach, Florida, and approve the attached resolution.

Respectfully submitted,

*Franklin C. Jones*  
 \_\_\_\_\_  
 Franklin C. Jones  
 City Manager

Prepared by:

*James L. Chaffee*  
 \_\_\_\_\_  
 James L. Chaffee  
 Utilities Director