

Upper Captiva Fire & Rescue District

4511 Hodgepodge Lane

P.O. Box 322

Pineland, FL 33945



Serving the Community with Pride

Phone: 239-900-1818

Email: info@uppercaptivafire.org

BOARD OF COMMISSIONERS

REGULAR MEETING

17 March 2023

COMMISSIONERS & STAFF PRESENT: Duncan Rosen, Van Hammond, Bill Fry, Bill Byrnes, and Chief Jesse Cottrell

COMMISSIONER ABSENT: Michael Filipczak

ISLANDERS/GUESTS PRESENT:

- Room: Rich Gross, Teresa Bolme, Greg Fodor
- Zoom: Andy Fuxa, Bill Byrnes, Carlos Calderon, Chris Kaye, Devon Bedoya, Guest, iPhone1, iPhone2, Joseph Peters, Kristi Riggle, MJ Yafchak, Peggy Clancy-Flyte, Sara Hammond, Sue Ann Cousar, Swin Swinford, and Zeke McDonald

1) **CALL TO ORDER** ([Recording](#)): Chairman Rosen called the meeting to order at 10:00 AM

2) **ADDITIONS/CHANGES/DELETIONS TO AGENDA** ([Recording](#)): Insurance Adjuster/Attorney will join at 11AM

3) **PUBLIC COMMENT ON AGENDA ITEMS** ([Recording](#)): None

4) **MINUTES** ([Recording](#)):

- Fry stated that the draft minutes of the 17 February 2023 meeting left out the Zoom attendees and that was the only change that he proposed; **Hammond moved** to accept the minutes as corrected, **Byrnes** seconded, and **all voted aye** to accept the minutes with corrections.
- Minutes of the 24 February, 3 March, and 10 March 2023 special meetings were not reviewed but tabled until the next regular meeting for review

5) **NEW BUSINESS** ([Recording](#)):

A) Chief Contract ([Recording](#)) – Commissioner Fry

- Hammond stated that our objective today was to gain Commissioner decisions on all of the draft language, including changes identified by Fry and Peters

- 41 • Fry reminded the Board that, after listening to the 10 March recording, before meeting
42 via Zoom with Peters on 11 March, that the mandate was:
- 43 ○ Could talk money as long as didn't press to reduce it
- 44 ○ Could talk about the number of desired shifts as long as didn't press to add shifts
- 45 ○ Could discuss clauses but everything would be approved by board majority
- 46 ○ Peters stated that Fry kept saying that he wasn't the negotiator and Fry said that
47 he told Peters that he was facilitating the work on the contract
- 48 ○ Fry stated that we needed at least 3 commissioners to agree to proposed
49 language to be able to move on to the next clause, either as proposed by
50 Fry/Peters or as modified by a majority of the commissioners present
- 51 ○ Included in the documents provided 14 March to the Board and Peters, were
52 Peters original "asks", a starting draft of the contract, and an estimation of those
53 costs, including additions requested by Peters on 11 March, 12 March, and 14
54 March
- 55 ▪ Salary of \$75,000/year plus district-paid housing (estimated at
56 \$36,000/year) or
- 57 ▪ Salary of \$90,000/year plus \$18,000 as a housing stipend for on-island
58 housing (or 50% of cost, based on the \$16,000 - \$18,000 that Peters was
59 currently paying for principal, interest, insurance and taxes that he
60 wouldn't be paying after the sale of his existing home)
- 61 ▪ Martin's baseline pay in 2022 (last full contract year) was \$80,000 that
62 included roughly \$20,000 (paid to previous chief for on-island housing
63 that was instead added to Martin's base salary by a previous board) (paid
64 to previous chief for on-island housing that was instead added to
65 Martin's base salary by a previous board) or \$60,000 gross salary minus
66 housing
- 67 ▪ Peters stated that the recap was correct but it is immaterial what Martin
68 or Kinniry were paid or what Peters currently makes or pays in housing
69 and shouldn't be an issue in the negotiation. That if \$60,000 (not
70 including housing) was all that Martin was going to be paid, he could
71 make double that at riding an ambulance for Lee County EMS and that
72 most chiefs make six figures and above, not that he was asking for that;
73 that he wasn't a mercenary and wasn't in it for the money
- 74 ○ Fry's last comment before Board discussion was a reminder of his past
75 statements that more shifts on-call/on-island meant less cost for part-time
76 firefighters to meet the minimum 4 firefighter ISO requirement on-island and
77 potentially more money for a Full-Time Chief's salary; remind that we had about
78 180 calls last calendar year, significantly less than regular fire departments

- 79 • Board Decisions:
- 80 ○ Base Salary:
- 81 ▪ Hammond ([recording](#)) stated that he was good with these numbers and
82 that they should not be compared to other chiefs; that the numbers for 4
83 shifts for Peters was less cost than Martin for 2-1/3 shifts
- 84 ▪ Byrnes ([recording](#)) stated that, limited to what Fry had put out so far,
85 okay with it but had lots of questions as we get deeper into discussions
- 86 ▪ Rosen ([recording](#)) okay with numbers and likes at a minimum of 4 shifts
87 per week
- 88 ▪ Fry ([recording](#)) stated that Hammond’s math with Martin’s 2-1/3
89 shifts/week shouldn’t be considered as a cost or shift baseline going
90 forward but also doesn’t believe that the \$87,000 salary for Martin was a
91 viable baseline either; but we have 3 of 4 commissioners okay with the
92 numbers so just need to decide whether the salary is \$90,000 plus
93 \$18,000 housing stipend or \$75,000 with district-providing housing via
94 district-paid lease of \$36,000 (estimated)
- 95 ▪ Hammond ([recording](#)) stated that rather than district-purchasing Island
96 Girl punch-passes (2 round-trips off-island per week for Peters and
97 fiancée), but not a deal-breaker to him, he would prefer adding that
98 \$4,000 to the salary (and retirement contribution); Peters said it wasn’t a
99 deal breaker for him either if he and fiancée can ride the crew boat to
100 Pineland but if District has a \$20 contract with Island Girl each way and
101 he pays the District that \$20, it not a problem, although the offer was
102 appreciated, he agreed to delete the entire discussion and Hammond
103 then suggested adding \$2,000 to the base salary (after Peters stated he
104 could forgo it), changing salary to \$77,000, approved by 3 commissioners
- 105 ▪ Hammond ([recording](#)) asked Peters if \$77,000 was acceptable and Peters
106 agreed; Rosen asked Peters if there were any other monetary items
107 needing discussed and Peters stated that was all for salary and benefits
108 but clauses still needed to be discussed; 3 of 4 commissioners agreed
109 with \$77,000, \$36,000 (estimate) for on-island leased housing, and other
110 benefits/costs
- 111 ▪ Rosen ([recording](#)) asked for public comment and Fodor asked about a
112 relocation allowance; Rosen stated that the Barge Company would
113 provide free shipping; Byrnes asked which homes were the options and
114 Fry stated that Little Oasis and Hummingbird Hideaway
- 115 ▪ Fry ([recording](#)) restated that total costs for Martin in 2022 wa \$129,060
116 and in 2023 was \$138,625, and Peters is \$161,767

- 117 ○ Term of Contract ([recording](#)):
- 118 ▪ 1 Year Probationary Contract or 2-Year contract with first year as
- 119 probationary; Fry and Peters recommend a 2-year contract with first year
- 120 as probationary
- 121 ▪ All 4 commissioners approved a 2 year contract, with first year
- 122 probationary
- 123 ○ Gratuities Clause C.1.b.viii ([recording](#))
- 124 ▪ Fry and Peters proposed adding a \$50 limit (rather than implied \$0)
- 125 ▪ All 4 board members and Peters agreed to specify \$100 limit
- 126 ○ Employee Manual in Clause C.3 ([recording](#))
- 127 ▪ Fry and Peters proposed to eliminate all mention of an Employee Manual
- 128 except one, later in the document, that allows for creating or changing an
- 129 employee manual
- 130 ▪ All 4 board members and Peters agreed
- 131 ○ Severance Clause in E ([recording](#))
- 132 ▪ Fry and Peters proposed up to 12 weeks severance without cause (after
- 133 the probationary period); no severance if termination is for cause, as
- 134 limited by Florida Statute
- 135 ▪ Brynes asked for a written response from Attorney Mooney confirming
- 136 that is the correct Florida Statute limit
- 137 ▪ All 4 board members and Peters agreed
- 138 ○ Section II Compensation ([recording](#))
- 139 ▪ Majority of the board (3-1) to set salary at \$77,000
- 140 ▪ Fry proposed adding wording lifted from Martin’s last contract about
- 141 shiftwork, mutually agreeing that Peters is exempt from Fair Labor
- 142 Standards Act (FLSA) overtime compensation
- 143 ▪ Brynes asked where the district-lease was discussed and Fry stated that is
- 144 in the Residency section later in the discussion
- 145 ▪ Brynes asked for a written response from Attorney Mooney confirming
- 146 that is a correct interpretation of the FLSA, as it applies to a supervisory
- 147 firefighter chief
- 148 ▪ Brynes asked why there was no mention of Peters being paid for working
- 149 extra shifts when a part-time firefighter canceled or “holiday pay” as was
- 150 past practice and Fry stated that 1) “holiday pay” applied to only part-

151 time employees, not Chief Kinniry but must have been added in Martin's
152 2d contract and wasn't in his "asks" and 2) that Peters said that "the
153 island is getting all kinds of value from him being on the island" and
154 Peters said that there should be compensation for him

155 **PAUSED CONTRACT DISCUSSIONS FOR INSURANCE CLAIM UPDATE FROM FUXA**

- 156 ▪ Majority of the board (3-1) agreed ([recording](#)) to add \$500 for extra shift
157 pay to replace a part-time firefighter who cancelled without other
158 replacement and 4-0 to not include "holiday pay" for a new full-time
159 chief
- 160 ▪ Byrnes ([recording](#)) asked why there wasn't any mention of Bereavement
161 Leave as was in Martin's past contract; Cottrell, Fodor and Peters said it
162 was pretty typical in negotiated contracts for 3 shifts/occurrence and Fry
163 stated that it wasn't in Peters' "asks" and board agreed 3-1 to not include
164 it
- 165 ○ Annual Salary Increases ([recording](#))
- 166 ▪ Peters asked for specified raises for years 2024, 2025, 2026, and 2027,
167 subject to annual performance reviews, performance objectives,
168 measurable results, mutually agreed to between each commissioner and
169 the chief each contract year
- 170 ▪ Fry proposed that the clause should remain as written as "*B. Salary
171 Increase: The determination of whether to increase PETERS'S salary shall
172 be made at the discretion of the DISTRICT's Board of Fire Commissioners.*"
- 173 ▪ Board agreed (4-0) to leave the clause as written since any raise is subject
174 to board discretion
- 175 ○ Benefits ([recording](#))
- 176 ▪ Peters proposed for the 8 days of PTO to be credited on the first day of
177 the contract year, Fry proposed that the 8 days of PTO be credited on the
178 last day of the contract year, and 3d way is to accrue 0.3077 PTO days
179 each pay periods
- 180 ▪ Board agreed 4-0 to credit the 8 days of PTO at the end of each contract
181 year
- 182 ○ Residency ([recording](#))
- 183 ▪ Fry proposed language for district-provided housing and
- 184 ▪ Board agreed 4-0 to the language after deleting ", if necessary, **no later**
185 **than 30 days** from the effective date of this Agreement"
- 186 ○ Other Terms and Conditions ([recording](#))

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- Fry proposed modification in language to allow for a future Employee Manual with "Notwithstanding the foregoing, any future DISTRICT Employee Manual, as created and amended from time to time"
 - Board agreed (4-0) to the proposed language
 - That completed the clauses that Fry and Peters wanted to discuss; Board has the opportunity to discuss any other topics or clauses not already discussed:
 - Byrnes stated that there was no contract requirement stated for the chief to sleep in the station during his on-call shifts ([recording](#)); Byrnes again stated he wants a written opinion from Mooney to confirm that FLSA Exempt actually does exempt the District from paying the Chief overtime; Peters stated that his goal is to have 5 days of posted/scheduled office hours at the Station, as well as his 4 overnight shifts on-call, as well as responding to major emergency calls if on-island but not on-call; Board agreed 3-1 to not add a requirement to sleep in the station during his on-call shifts
 - Byrnes stated that there was no contract requirement stated for the chief to respond to a call if he is on-island but not scheduled on-call shifts ([recording](#)); Board agreed 3-1 to not add a requirement to respond if Peters wasn't on his scheduled on-call shifts
 - Byrnes reopened the discussions about Termination for Cause and Termination Without Cause ([recording](#)) and there's no discussion about a grievance, filing a complaint, or starting an investigation; Board agreed 3-1 to change the number of Commissioners to terminate from 3 to 4
 - Byrnes ([recording](#)) asked whether a reason for termination was failing to follow a lawful order by the Board of Commissioners (a majority) or a single Commissioner; it requires a majority to direct the chief to take any action that he has concerns about (which require a discussion during a scheduled public meeting)
 - Fodor asked whether the contract provided a uniform allowance and Fry & Peters said it is in the contract without a dollar figure attached
 - Hammond ([recording](#)) asked for next steps and Fry stated that:
 - First we need to have a clean version to discuss further
 - Then it is referred for legal opinion and discuss further changes
 - Lastly a vote by the Board for a majority to accept the contract as written, authorize the Chair & Vice Chair to present to Peters for signature and then they would sign (with a decision whether that last step happens during a public meeting or not)

- 224 ▪ **Hammond moved, Fry** seconded that I be authorized to finalize a new
225 draft and provide a draft to the Board and the attorney, all voted aye (4-
226 0)
- 227 ▪ **Fry moved, Hammond** seconded that, once there is a written legal
228 review by the Attorney, we delegate the Chair & Vice Chair to sign the
229 contract before the next public meeting. Byrnes stated that we need to
230 allow for any 1 of 5 commissioners to stop that process if they had issues.
231 **Fry withdrew his motion.**
- 232 ▪ **Fry moved, Hammond** seconded scheduling Special Meetings and
233 provide Legal Notice in the News Press for 31 March, 7 April, 14 April, and
234 28 April starting at 10AM; all voted aye (4-0)

235 6) **RECURRING BUSINESS UPDATES** (recording):

- 236
- 237 A) Insurance Claim Update from Fuxa and Calderon ([recording](#))
- 238 • \$338,000 initial estimate doesn't have the windows and exterior doors
- 239 • Doesn't include fire trucks, ambulance and other vehicles at this point
- 240 • Returning to Insurance Claims after C & D at 1:33PM (below; [recording](#)) to Roof Tarping,
241 Drywall Removal and Replacement, Roof Replacement, etc. and Rosen asked for
242 authority to spend money exceeding the Chief's \$5,000 limit
- 243 • **Motion by Rosen, second** by Hammond to accept the \$5,000 proposal from Royal
244 Corinthian to paint the new garage; all voted aye (3-0; Fry had departed)
- 245 • **Motion by Hammond, second** by Byrnes authorizing Cottrell to gather bids for proposed
246 work and, using Cottrell's judgement if under \$5,000, approve the work; all voted aye
247 (3-0; Fry had departed)
- 248 B) Chief's Report ([recording](#)) – Chief Cottrell
- 249 • 3 EMS calls, 1 fire investigation
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- 251 • 2 FF/EMTs new hires that have already started and working to hire additional FF/P that
252 will required Lee County Medical Director Augustino credentialling
- 253
- 254 • Brakes fixed on the Ambulance and purchased a new compressor
- 255
- 256 C) Treasurer's Report ([recording](#)) – With only 5 minutes remaining before Commissioner
257 Fry had to leave to catch a boat, recommended tabling this report; all agreed
- 258 D) FEMA Reimbursement Submission ([recording](#))
- 259 • Fry briefly described the document without any discussion

- 260 • FEMA scheduled an On-Island Inspection for 4 April that Rosen/Cottrell have to cover
- 261 • FEMA wants to schedule a conference call next week or the week after
- 262 • Latest extension from the State for finalizing claim submission is now o/a 27 June 2023
- 263 E) Accessway Maintenance & FGCU Project ([recording](#)) – Commissioner Hammond
- 264 • Hammond asked Fry if there was funding for road maintenance and Fry stated we are
- 265 about \$100,000 to \$150,000 overspent in the approved budget, we haven't bought any
- 266 major replacement equipment, and we don't really know what the carryover reserve
- 267 was from last year until the June independent audit of FY22 (and the District overspent
- 268 revenue by \$110,000 last year)
- 269
- 270 • Fry departed the meeting at 12:33PM
- 271 • Returned to topic ([recording](#)) at 12:46PM (after A&B completed)
- 272
- 273 ○ Hammond plans to go forward with ordering Calcium Hypochloride application but
- 274 wants to get the word out before going forward
- 275 ○ Will reach out to new DRC manager on-island to see if they will pay for the purchase
- 276 and application
- 277
- 278 F) New Garage Project ([recording](#)) – MAJ Contracting laid the gravel for \$3,240
- 279 G) Equipment Replacement ([recording](#)) – Commissioner Rosen/Chief Cottrell
- 280 • **Hammond moved, Byrnes** seconded to authorize Chief Cottrell to extend the lease of
- 281 the 4 pax ATV (if FEMA will reimburse 75%), spend up to \$35,000 for a new vehicle, or
- 282 spend up to \$15,000 to buy a used ATV; all voted aye (3-0; Fry had departed)

283 7) **PUBLIC INPUT ON NON-AGENDA ITEMS** ([recording](#)):

- 284
- 285 • LA Brickner texted Rosen that Fun Run cost for shirts is \$4,000; Fun Run is scheduled for
- 286 5 April
- 287 •
- 288

289 8) **NEXT MEETING DATE** ([recording](#)): Special Meetings 31 March 2023, 7 April 2023, 14 April

290 2023, 28 April and Monthly 21 April 2023, all at 10AM

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292 9) **ADJOURN** ([recording](#)): **Move by Byrnes, seconded** by Hammond; meeting adjourned at

293 1:11PM.

294

295 Respectfully submitted,

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301 Bill Fry
302 Secretary

Unapproved Draft