

# CITY COUNCIL MINUTES

April 21, 2014

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Mayor Joe LaCascia called the meeting to order at 7:00 p.m.

Pastor Walter Lawlor, New Life Community Church gave the invocation.

Those present recited the Pledge of Allegiance led by Mayor Joe LaCascia.

## **ROLL CALL** – Sheandolen Dunn

**Present:** Mayor Joe LaCascia, Vice Mayor Mike Blethen, Commissioner Don Kimsey, Commissioner Keith Prestage, City Attorney Thomas Cloud and City Manager Patricia Jackson

**Absent:** Councilor Trudy Block

## **ESTABLISHMENT OF A QUORUM** - Yes

## **CONSENT AGENDA**

**Motion by Vice Mayor Blethen** to approve the Consent Agenda from the March 17, 2014 Regular City Council Meeting Minutes; April 1, 2014 Canvassing Board Meeting (Election); April 3, 2014 Canvassing Board Meeting (Certify Election); April 10, 2014 Canvassing Board Meeting (Election Audit); the motion was seconded by Councilor Prestage.

**Vote:** Mayor LaCascia-aye, Vice Mayor Blethen-aye, Councilor Kimsey-aye, Councilor Prestage-aye

**Motion carried unanimously, 4/0.**

## **Administration of Oath of Office for Incoming City Commissioners**

The Oath of Office was administered by City Manager Jackson to Commissioners Don Kimsey, Keith Prestage, Joe LaCascia and Wanda Harris

## **Election of Mayor**

**Motion by Vice Mayor Blethen** to nominate Joe LaCascia to serve another one-year term as Mayor; this motion was seconded by Commissioner Prestage.

**Vote:** Mayor LaCascia-aye, Vice Mayor Blethen-aye, Councilor Kimsey-aye, Councilor Prestage-aye

**Motion carried unanimously, 4/0.**

### **Election of Vice Mayor**

**Motion by Councilor Don Kimsey** to nominate Mike Blethen to serve another one year term as Vice Mayor; this motion was seconded by Commissioner Prestage.

**Vote:** Mayor LaCascia-aye, Vice Mayor Blethen-aye, Commissioner Kimsey-aye, Commissioner Prestage-aye

**Motion carried unanimously, 4/0.**

### **PRESENTATIONS/RECOGNITIONS**

Mayor LaCascia and Vice Mayor Blethen presented the Proclamations for MADD-PowerTalk 21, Water Conservation Month, National Library Week, and Child Abuse Month

**PUBLIC COMMENT** - None

**PUBLIC HEARINGS** - None

### **UNFINISHED BUSINESS**

#### **Three-party Agreement for Proposed Community Center Update**

City Attorney Cloud provided an update that the Agreement is still being worked on. This Agreement is between Polk City and the owner (Kazbour) of the property adjacent to City Hall and the City of Polk City. We are waiting on additional input from the developer for the drawings and other such items. The modified easement language based on a later set of drawings, utility easement will be separate from the road access easement. The modification will take into account shared parking. One set of parking associated with City Hall will not be shared for major meeting purposes. The Developer will build parking and an access road that will run north to south through the property. The Developer will give the City land that is actually giving us more land than we are giving them an easement of some of our land. Regarding Stormwater, they are going to rebuild the existing pond and build a new pond and the City will maintain such. This is a benefit, because we get new a new customer and a new taxpayer and land that we need to build a Community Center.

The issue of “*Term*” is of a major concern. The City does not need to be obligated to build a replacement building should something happen. Looked into maintaining a 50-year term on the building. In review of depreciation schedules, this is how the rate of return is calculated. Nothing in the Utilities realm last more than 30 years. It is recommended that language such as “*life of the building*” be used.

Further discussion regarding *alcohol consumption* language is being reviewed as well as term limits of the building remains under review.

Donald Bronson spoke in regards to his dislike of having alcohol in the building and the “50-year” versus “*life of the building*” language. He stated there should not be any term limits. As far as alcohol is concerned, he does not want it in the building. If the consumers wish to drink, they can do that outside. Alcohol has ruined too many lives. Mr. Bronson continued with discussion regarding the cost of the building and its storm shelter features (roof, windows).

City Attorney Cloud stated the “*life of the building*” or “50 years”, whichever comes first.

The problem is cities cannot have a perpetual obligation. Even utility services are not perpetual. I am advising against this. It is a mistake. We need something that makes this clear that the City is not on the hook.

Mr. Bronson stated the building is going to cost \$375,000 and the roof alone is \$50,000. This building will be stormproof and should still be standing 100 years from now.

Commissioner Kimsey stated as long as its functional.

City Attorney Cloud stated what if, God forbid, something happens and in order for the building to remain functional, you have to re-build the building.

I am advising against this. It is a mistake to have a perpetual obligation. We need something that makes this clear that the City is not on the hook, if for some reason, the building ceases to exist or has to be re-built in order to be maintained. This obligation does not need to be placed on the City.

Mr. Bronson stated that is why we have insurance.

Vice Mayor Blethen asked if there is language that can be placed in the policy that the City Commission stated after 100 years exactly what needs to take place?

City Attorney Cloud asked City Manager Jackson if the insurance covers this?

City Manager Jackson stated yes, and the deductible is \$5,000. She would verify that information.

Mayor LaCascia stated the policy could be structured with specific verbiage regarding insurable and uninsurable losses.

Mr. Bronson asked that we strike out 50 years or 100 in the final agreement.

City Attorney Cloud stated he cannot as Polk City’s Legal Counsel, he could not advise the City to do so. There needs to be some kind of limitation. If there is no insurance coverage we are not obligated to re-build the building. If there is insurance coverage

we can take the proceeds of insurance and rebuild it. If for some reason, we can't get insurance to cover that, I just don't want the City to be on the hook to re-build it.

Mr. Bronson agreed.

City Attorney Cloud reiterated he had no qualms one way or the other regarding the alcohol.

Mayor LaCascia stated this is a building that we will want to get revenue from through rentals and the renters may want alcohol. If the guidelines are written correctly, we will not be held liable. We cannot protect from the ethical and moral issue.

Mr. Bronson stated it might be worthwhile to lose a few customers if they want alcohol. He reiterated he does not want alcohol in the building. It does not matter what happens on the front door step.

Vice Mayor Blethen stated this would be part of the agreement with the renter. Law Enforcement should be included in the Agreement when alcohol is being served.

Mayor LaCascia stated yes, we can protect from the liability part. We are certainly not going to be looking for any action to be taken tonight. We've heard the two positions on the issues.....I think one can be easily resolved. It is not unusual to have insurable or uninsurable agreements. You may not have the option, responsibility or obligation to rebuild. I think in future talks we can come up with language and meet on common ground. I don't want to look upon the alcohol issues as a deal breaker. This can be worked out.

Mr. Bronson shared a revised contract for the Commissioners to review. This Contract is on one page versus the 10-12 pages that the City is using.

Commissioner Kimsey stated he would hate to see the project go by the wayside simply because of the alcohol issue. The use of the building will be well served as a hurricane shelter, more so than a community center.

Mayor LaCascia asked if we were going to be called upon tonight to sign this Agreement?

City Attorney Cloud made it very clear that Mr. Bronson's agreement must be a part of the Three-Party Agreement. I cannot recommend that you approve Mr. Bronson's agreement. It is inconsistent with what I think the parties have agreed upon tonight. Not in a bad way. This is fixable. When we get the last few changes from Mr. Kazbour, we can get everything put together and come back to our next meeting.

Mr. Bronson stated his contractors meet with him on Wednesday mornings and are ready to go to work on this project. But we are waiting on the City.

City Attorney Cloud stated that we cannot sign or approve this Agreement because, as of now, we do not own the land that this Community Center will be built on. All parties want to have a complete Agreement.

Mr. Bronson asked if there was a problem with the owner signing this over to Polk City?

City Attorney Cloud said he wants to have a complete agreement. We have told the property owner (Kazbour) if he needs some help with IRS Charitable Donation Treatment, we can assist him with that. His attorney is drawing up that language, and that's what we're waiting on. All parties have to be agreement.

Mayor LaCascia stated we are trying to ensure that all pieces are done properly and legally.

Mr. Bronson stated that if this Agreement is not ready by the next meeting, he may be out of it.

**Mayor reiterated no action to be taken on this item tonight.**

### **Water Meter Replacement Program**

City Attorney Cloud provided a review/update on the Meter Replacement Program. There are two agreements – 1) a service agreement between the meter manufacturer – MWWI, Inc. (Sanford, FL) and Polk City. 2) a Lease-Purchase Agreement between Tax-Exempt Leasing Corporation (Libertyville, IL) and Polk City.

699 meters will be purchased up front along with the installation of meters for a total of \$149,970.45. We are technically leasing the remaining meters until all payments have been made.

There are a couple of minor changes to the lease that has been agreed upon, but we have not had a chance to actually make those changes. There is only one issue with the MWWI agreement which relates to the exhibit. The company is supposed to do something called “interfacing”, which is part of the scope of services provided. The prior billing information is being married up to the machines that will be used to read and record the information for these meters.

Ron Burden (Woodard and Curran) and Billy Carter (Master Meters Corporation) were on hand and confirmed City Attorney Cloud's definition of “interfacing”.

MWWI and Master Meters staff will take care of the entire migration process with customer accounts.

Lengthy discussion ensued.

**Motion by Commissioner Kimsey** to approve the Meter Replacement Project Agreement between Polk City and MWWI which is subject to inclusion of language in the scope of services to incorporate interface of meter numbers with customer accounts on laptops. Also, approve the Master Lease Agreement with Tax Exempt Leasing Corporation; this motion was seconded by Vice Mayor Blethen.

**Vote:** Mayor LaCascia-aye, Vice Mayor Blethen-aye, Commissioner Kimsey-aye, Commissioner Harris-aye

**Motion carried unanimously, 4/0.**

### **NEW BUSINESS**

**Select 1<sup>st</sup> Alternate for check signing** – Commissioner Wanda Harris agreed to be the 1<sup>st</sup> alternate for check signing. City Commission consensus.

**City Commissioner Liaison Appointments** - City Manager Jackson stated there are four appointments that need to be filled.

**Ridge League of Cities** – Generally, by virtue of his position, the Mayor serves on this Board and the Vice Mayor serves as the alternate. Mayor LaCascia and Vice Mayor Blethen agreed to serve respectively in these capacities.

**TPO** – Mayor LaCascia agreed to serve and Vice Mayor Blethen will serve as the alternate.

**CFDC** – Meets once a month – City Manager's Office can attend these meeting. City Commission consensus.

**CTAC** – City Commission consensus to hold off on this liaison appointment. Mayor LaCascia gets the information because he is on the Transit Committee and can relay the information back to the Commission without being a part of the CTAC.

### **Residential Boat Dock – 710 Meandering Way**

Kathy Delp stated the proposed Residential Boat Dock at 710 Meandering Way has met the DEP and Polk City's requirements for a building permit.

**Motion by Vice Mayor Blethen** to approve the Residential Boat Dock at 710 Meandering Way; this motion was seconded by Commissioner Kimsey.

**Vote:** Mayor LaCascia-aye, Vice Mayor Blethen-aye, Commissioner Kimsey-aye, Commissioner Harris-aye

**Motion carried unanimously, 4/0.**

## **CITY MANAGER / CITY CLERK ITEMS**

**Florida Southern College Luncheon** on Thursday. See information provided. If you wish to attend please let us know.

**Vision meeting Open House** on May 8, 2014 – 5 -7 pm at the Community Center.

## **CITY ATTORNEY ITEMS**

A new Ordinance is being worked on for first reading next month relating to our Utilities Code. Three things that will be addressed in the Ordinance: 1) Typos that need to be fixed, but does not change any way how the rules are applied. 2) Clarify certain situations and how they are handled under the rules. There is an RTS Charge before they connect and a minimum monthly charge that you charge for people that are connected and we need to clarify when they apply because you never ever charge for both. We are clarifying when they are applied. 3) Amending the application forms so the owners are co-applicants.

**MAYOR ITEMS** – Thank you for your vote of confidence serving this City as Mayor. Asked for a vote of confidence for the City Manager and Staff. City Commission Consensus.

**VICE MAYOR ITEMS** – Do we have a way to monitor the number of hits on the City's website. Thanked the voters. City Manager Jackson will investigate.

## **COMMISSION MEMBER ITEMS**

**Commissioner Kimsey** –Thanked Polk City voters.

**Commissioner Prestage** –None

**Commissioner Harris** – Thanked everyone for their vote of confidence in her to become a City Commissioner.

## **ANNOUNCEMENTS**

1. Curbside Clean Up for inside city residents Saturday, April 26, 2014
2. Polk City's 6<sup>th</sup> Annual Yard Sale, Saturday, April 26 – 8:00 am – 1:00 pm

City Attorney Cloud asked if the City Commission desired for him to draft a new Charter Ordinance to put Districts in place.

City Commission consensus for City Attorney to bring another draft of the Charter Ordinance to put Districts in place.

Commissioner Kimsey asked if there was any other way, other than having districts to ensure that we did not have a group of people from one area to control the Commission.

City Attorney Cloud stated this was it.

**ADJOURNMENT**- 8:20 pm

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Patricia Jackson, City Manager

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Joe LaCascia, Mayor