

**CITY COUNCIL OF EDGEWATER
REGULAR MEETING
JANUARY 28, 2008
7:00 P.M.
COMMUNITY CENTER**

MINUTES

1. CALL TO ORDER

Mayor Thomas called the Regular Meeting to order at 7:00 p.m. in the Community Center.

ROLL CALL

Mayor Michael Thomas	Present
Councilwoman Debra Rogers	Present
Councilwoman Gigi Bennington	Present
Councilwoman Harriet Rhodes	Present
Councilman Ted Cooper	Present
Acting City Manager Tracey Barlow	Present
Interim City Clerk Lisa Bloomer	Present
City Attorney Carolyn Ansay	Present

PLEDGE OF ALLEGIANCE, INVOCATION

There was a silent invocation and pledge of allegiance to the Flag.

2. APPROVAL OF MINUTES

There were no Minutes to be approved at this time.

3. PRESENTATIONS/PROCLAMATIONS/PLAQUES/CERTIFICATES/DONATIONS

There were no presentations at this time.

4. CITIZEN COMMENTS

Mayor Thomas thought there were a lot of people that wanted to discuss the Animal Shelter. He asked the public to hold their comments until Item 9B. He wanted give them an opportunity to see what Council does before they get up and waste their breath. Something may happen that won't affect them.

The following citizens spoke:

Bill Glaser, 1703 Needle Palm Drive, stated he was going through his notes from the January 7th meeting when they were discussing paying the severance package for the previous City Manager which brought up some questions. He was wondering if prior to that time whether Council had read the severance part of the contract. Councilwoman Rhodes informed him yes. Mr. Glaser wondered if some of the previous folks voted based on some meeting that no one was present at. They committed the City to spend the taxpayers' money. He was wondering who wrote contract. Councilwoman Bennington stated it was her understanding it was Dennis Vincenzi but she didn't know for sure. Councilwoman Rogers stated it was Dennis and somebody else but he took care of the negotiations. Mr. Glaser asked if it was reviewed by the City Attorney. Councilwoman Rhodes stated yes. City Attorney Ansay stated it predated her. She was not yet the City Attorney when that contract was put in place. The previous City Attorney would have reviewed it. Mr. Glaser stated at that same time there was discussion of an audit. He was wondering what the purpose of the audit was. Councilwoman Bennington informed him it was the annual audit they have every year. Mr. Glaser stated during that same time there were some comments made in reference to the audit but he may have misunderstood about employees being abused and threatened. He asked if anything was done about that. Councilwoman Rogers stated nothing was done and she was the one that made the comment. It was employees that have come forward to her via phone calls and public places indicating the stress levels that they were going through. She made the mention but one of five can't get anything done so since no one jumped on it with her nothing was done. Councilwoman Bennington stated they eliminated the cause.

Mike Visconti, 316 Pine Breeze Drive, stated he was here because of a first impression he came across the other day. He came to the Building Department to pick up a C.O. for Greg Mitchell. After about a year and a half of building his building he still hasn't gotten a C.O. and he almost lost his license because the C.O. wasn't on time. He was here for the impression he got parking in front of the Building Department. He mentioned grass growing out of the gutters, paint peeling around the doorframe and window frames. We have a lot of employees here. They can't volunteer an hour of their time. He is going to volunteer two or three hours if they give him the paint. It is a shame that they have to see people coming to Edgewater stop at the Building Department and here is paint peeling from the window frame across the top fascia and grass growing in the gutters. What kind of impression are we making in Edgewater? He knows we need a new City Hall, which is an issue that is probably under the carpet for now. He feels what we have we have to make presentable to the people that come in and go to the Building Department. He

read in the paper the other day for a whole month the City hasn't issued one building permit in Edgewater. What is going on? He is very surprised to see what is going on. He has volunteered his services since 1995 on the Beautification Committee to beautify Edgewater. The goal is to beautify Edgewater. The first priority is for someone somehow to paint the front of the Building Department.

5. CITY COUNCIL REPORTS

Mayor Thomas stated he attended the VCOG Smart Growth Committee meeting. They had a visitor from the East Central Florida Regional Planning Council. They have done an in depth study on the Restoration project. It's a Development of Regional Impact. He didn't realize that people other than us were studying the fact. He had a whole different thing rather than the developer. He has asked Acting City Manager Barlow to ask him to come in or around the next time Restoration gives them their next presentation.

Mayor Thomas reported he attended the WAV meeting. There were several things interesting that they are doing. They are educating the children of Volusia County through the school system with calendars about water conservation. They also had Scott Mays from Volusia County. They gave each one of them maps. He asked Acting City Manager Barlow to hand out the maps to the public. They are predicting Spring is going to be a very abnormal hot spring with above normal temperatures and very dry. That is going to make a high fire probability. He commented on people that don't live near the woods and two houses that burned down in Sugar Mill. Those houses were not next to the wood line. They were way inside the community. One guy put screen on the gutter so leaves wouldn't get in the gutter. Pine straw got in the gutter and an ash got in there and his whole house started on fire. Another home had pine straw on the aluminum overhang and he couldn't get it off and ash landed on that. He advised the citizens of Edgewater to be very fire conscience during the next few months. We went into this year 26 inches below normal and this month we are 4 inches below normal.

Acting City Manager Barlow encouraged fire safety in those interface areas.

Mayor Thomas then commented on attending the Volusia League of Cities dinner Thursday night. He was very surprised. He commented on the award he received. He was very proud to accept the award from the Volusia League of Cities.

Mayor Thomas stated today he, Acting City Manager Barlow, and

Councilman Cooper attended Frank Bruno's State of the County Address. He was going to save this item for Councilman Cooper to report on.

Councilwoman Rogers commented on receiving a lot of phone calls regarding the Animal Shelter. She would elaborate more on this when they discuss the Animal Shelter.

Councilwoman Rogers reported on the MPO meeting she attended. She asked Darren if we have in our Land Development Code anything coming across that would talk about the Transit Oriented Development. That is something that was talked about at the MPO meeting. They need to look at getting that in the Land Development Code and in the Comprehensive Plan. The MPO meets once a month on the third Tuesday of the month in the morning. She has been on that Board for over two years. In November when they received two new Councilpeople on the Council, she didn't want to stay in that position. She wanted to free herself up for some other opportunities that would come up in the City and there are a few things going on now that she really would like to put her energy and interest into.

Councilwoman Rogers informed Mayor Thomas she would like to resign from the MPO. Regarding emails and communications within the City and with the fellow Councilpeople she would like to make a recommendation that he look at appointing Councilman Cooper to the MPO Board. From communicating with other individuals she understands he is very interested. He also seems to have a certain high energy level in that area. She feels she would like to free herself up for some other opportunities that are going to be coming up. She respectfully requested to resign from the MPO and look at Councilman Cooper getting the MPO appointment.

Councilwoman Bennington stated she knew they had the Animal Shelter coming up. They formed a Committee to bring them recommendations. She feels after tonight they are still going to need the Committee. Because of her long-term interest in the Pet Society and the Animal Shelter and her experience dealing with animals, she would like the Council to consider when it comes up that she be appointed as a Council representative to that Committee if they decide to keep it.

Councilwoman Rhodes stated she doesn't want to be appointed to anything. She informed Council they were having a General Employees Pension Board meeting on Thursday afternoon. The only item on the agenda is to pass the amendment through the Pension Board so that it can come back to Council to be approved at the February 4th meeting. The amendment was sent to Principal. They sent it back to them and sent an actuarial. Instead of funding

\$1.2 million, with this amendment they would have to fund \$729,000. This should help with the budget and also help with the accruing problem the City has with people working and collecting and accruing. Hopefully this will eliminate that. She was looking forward to the next Council meeting and getting that taken care of finally.

Councilman Cooper stated he would like to spearhead the campaign to finish the Animal Shelter. He wants to bring his business experience to make sure it becomes a full-blown enterprise account and not a burden on the taxpayer. He wanted to put his name in the hat as well.

Councilman Cooper then read his report. (Attached)

Councilman Cooper then elaborated on the County's State of the Union Address that he and Mayor Thomas attended today.

6. CONSENT AGENDA

- A. Pitney-Bowes Lease - approve termination of the existing lease and replace the DocuMatch machine with the Integrated Document Printer and a D1950 inserter at a savings of approximately \$98.77 per month for the term of the lease (48 months) with authorization for the City Manager to execute the new lease.

Acting City Manager Barlow stated this is to replace a very large printer that is utilized for the water bills. It has been a problematic machine and we have been encouraged by the company we lease it from to replace it, which also brings a savings. Our I.T. expert was also available to answer any technical questions.

Mr. Topsko stated it is a win win situation. It is going to save them about a half a day and they are also going to save about \$100 a month. He hopes they can get it. Councilwoman Rhodes felt it was odd for something like this to come before Council. She asked if they have to get Council's approval to buy a copy machine. Acting City Manager Barlow stated it is because it is a lease agreement. They are in the process of making some changes in our purchasing policy. These are some of the things they have recently incorporated.

Councilwoman Bennington moved to accept this recommendation, second by Councilwoman Rhodes.

The MOTION CARRIED 5-0.

7. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. 2nd Reading, Ord. #2007-O-18, CPA-0703 - City of Edgewater requesting an amendment to the Comprehensive Plan to include a Public School Facilities Element and by amending necessary elements pertaining to Public School Facilities and to the Intergovernmental Coordination and Capital Improvements Elements

City Attorney Ansay read Ord. #2007-O-18 into the record.

Development Services Director Lear made a staff presentation.

Mr. Lear read a letter from the School District Staff that they have asked him to read into the record.

Mayor Thomas asked for Council comments. Councilwoman Rhodes stated they have been through it once already. Mayor Thomas stated they have no choice with Senate Bill 360. Councilwoman Rhodes stated it is down to the wire now. Mr. Lear stated we just now got our ORC report from DCA. That is why we were down to the last minute.

Mayor Thomas asked for public comment. Due to there being no public comment, Mayor Thomas opened and closed the public hearing.

Councilwoman Rhodes moved to approve Ord. 2007-O-18, CPA-0703 - City of Edgewater requesting an amendment to the Comprehensive Plan to include a Public School Facilities Element and by amending necessary elements pertaining to Public School Facilities and to the Intergovernmental Coordination and Capital Improvements Elements, second by Councilwoman Rogers.

The MOTION CARRIED 5-0.

- B. Public Hearing, Edgewater River Front LLC requesting site plan approval of a 127,258 sq. ft. retail center located SW of U.S. Highway #1 and Edgewater Lakes Boulevard (SP-0724) to be known as Edgewater Lakes Shopping Center.

Development Services Director Lear made a staff presentation.

Mayor Thomas asked for Council comments. Councilman Cooper stated he wanted to hear what both sides had to say.

Don Bieger, 1812 Arbor Park Drive, Winter Park, FL, mentioned seeing this in January and comments that were made about stormwater with regards to this.

Mr. Lear informed him that was at the Planning & Zoning Board meeting.

Mr. Bieger stated it is consistent with the PUD, the Comprehensive Plan and the Land Development Code for the City. He asked Council if they had any questions regarding this.

Councilman Cooper confirmed Mr. Bieger was representing the shopping center developer. Mr. Bieger informed him Edgewater Lakes. Councilman Cooper mentioned SeaEdge Partners LLC and the agreement that was entered into prior or after this, how do they address the problems that have come forward in reference to access, lakes, and additional run off areas where there seems to be an agreement in front of them where they have agreed to follow this format and accepted moneys thereof.

Mr. Bieger believed the first one addressed the median cut with regards to US 1 and the northern access point. He had a pre application meeting with FDOT and they are amenable to a left hand turn into the property but they have to have a right turn out, no crossing over. That would take care of number one and the comment that was made by SeaGate. Number two is dealing with internal traffic and truck movement around that area. They would handle that with striping, through the construction plans and construction plan approval working with the City to meet the needs of Edgewater. He believed the third item was stormwater.

Councilman Cooper stated in the folder it was numbers seven, eight and ten, which he read at this time. He asked Mr. Bieger about the payment of \$90,000. Mr. Bieger informed him he wasn't there to talk about the \$90,000 but he would talk about the ponds. He further elaborated on the ponds in question.

Councilman Cooper stated he was under an understanding that negotiations have been forthcoming and they are close to a compatible agreement. Mr. Bieger informed him they were talking with the Homeowners Association.

Councilman Cooper he asked if they saw the compromise as a workable plan. Mr. Bieger foresees them being able to work out the stormwater on the site.

Councilman Cooper asked Mr. Lear if there was a representative here from SeaGate. Mr. Lear informed him Jim Scott was present.

Jim Scott, Representative for SeaEdge Partners LLC, stated as the developer of the residential part of Edgewater Lakes, which is adjacent to the north to this parcel that is being considered. He was party to some discussions this week with Ken Hooper who he

believes is with the same company that is doing the engineering work. They talked about three items. They did mention the cut that they have spoken with DOT about that is going to be made on the south end. If you run the border of the south part of the parcel that is before Council across U.S. #1 that is where the cut is going to be. The idea in part is the truck traffic. The truck traffic they were concerned about before was not the construction truck traffic. It's the truck traffic to service the stores that would be coming on to Edgewater Lakes Boulevard that they wanted to avoid. The cut that DOT is talking about will line up directly with a road they are planning to put along the south end of the property. It's on the site plan in the agenda. The trucks will run in from that direction. They are going to either sign off or put one of those masks that keeps trucks from going into the entrance on the north side coming off of Edgewater Lakes. They have agreed to do that and they would like the approval of Council be subject to them doing that. They think it is very important that the truck traffic be kept on the opposite side from the residential area. What is involved with the compensating water storage ponds is on the site plan attached to the agenda package; there are three different ponds. All three of those ponds are dedicated to the residential community that is per agreement with Edgewater Riverfront, which is the developer of the commercial parcel. Track M, the pond at the corner of Edgewater Lakes Boulevard and U.S.1 is residential and the Homeowners Association has an easement over it. It is dedicated to that on the plat that was signed by Edgewater Riverfront. They platted the commercial and residential together. The other two ponds that are on this site plan that they gave to the City. They are Track O and Track P and Track E. All three of these likewise are dedicated just to the residential. Track E that is the largest pond is actually within the boundary of the residential property. It is not even on the commercial property according to plat. He pointed out the ponds they were talking about. All four ponds are exclusively for the residential area. He spoke with Mr. Hooper earlier this week about the area to the south of the western most pond. That is where they are going to dig their commercial stormwater system. They are talking but they aren't as close as they might think. They are considering and they would be working with the City with this too about making one big huge pond. They haven't agreed to that yet. They are concerned about the engineering of that. That is not what the City intended when it dedicated those ponds to them. He read a letter that they didn't get into the packet that was written by the City Manager in February 2007. The then City Manager makes it real clear to Edgewater Riverfront that the two large ponds that are on the site plan are exclusively for the residential development and that construction in the residential development was dependent on those ponds being exclusive for the

residential development. They have finally gotten started. They have ten or twelve homes that are going now with their models. They are doing a little better than they thought they would in this market. They are looking forward to building that out over the next few years. They don't want the commercial to come in and start trying to use those ponds and mess up their ability to go on and develop out the residential. They like what they want to do on the commercial property. They think that is a good plan however they don't want Council to approve it unless it is going to be subject to them getting their own stormwater dug out somewhere else other than where they have put it on their site plan. It sounds like they have the other items worked out.

Councilman Cooper questioned this being arbitrated and signed in a court of law and the specifics are spelled out very clearly. Is Council to assume they will take precedent over and above the plans being presented tonight? Mr. Scott thought so. That lawsuit, the two major owners, which were corporations of SeaEdge Partners who were developing both the residential and commercial Edgewater Lakes split up and had some litigation between them. There were a lot of different issues that were resolved in that litigation. One of them was the use of those ponds and how they would be used. They agreed that once the City decided whether they were going to be exclusive for the residential area, then Edgewater Riverfront would be entitled to up to \$90,000 in compensation if they could show they could make absolutely no use of those ponds. They went in and used Mr. Hooper's testimony and established they could not make any use of those ponds whatsoever. They were exclusively for the residential and they had to pay them \$90,000 appropriately so. That is what they agreed to. He feels there is a binding nature as between the two parties in regard to that. The City has said residential there exclusively for you and they don't want that messed up. They don't want an approval that says they can use those ponds because they are on the site plan. Councilman Cooper stated it sounds like they are in negotiations. Both corporations are talking to each other and it sounds like a compromise may be there. He is for looking at this before Council makes a determination to table this unless they come to them later with total impasse, then they will be forced to make a determination. While they are negotiating, he didn't think Council would be appropriate to step in in the middle of these negotiations at this time. He asked Mr. Scott what his feeling would be? Mr. Scott stated their position is they are happy either way. Table it until they get something worked out or go ahead and approve it subject to they cannot use those ponds for the purpose of their stormwater use because they have already been exclusively dedicated to the residential area by the City. They will go either way so it is between Council and applicant.

Councilwoman Rhodes stated the way she sees it is there is no leeway here. Those ponds are for the residential and they have to stay that way. They need to work it out.

Mr. Scott stated when he said negotiate and work it out it is something they may not be able to work out because the City may eventually say it has to stay the way it is. He doesn't know enough about engineering to be able to say whether or not one huge pond can be dug. That is something Mr. Hooper floated and they told him they would think about it. That's as far as it got.

Councilman Cooper felt they should pose the question to the other gentleman and get their input because if they are compatible they would have to look at Darren again and he was sure Darren would rather have them bring what they want to do and he could make one recommendation to Council. It would be a lot easier to get the expertise involved.

Ken Hooper, Professional Engineering Consultants, stated Don is the engineer of record on this project. Really there isn't a disagreement. When they submitted the first plan that went to Planning & Zoning it was colored. Since then they have taken the map and overlaid on aerial where exactly it is going to be. The ponds in question are definitely on the commercial. Those ponds have a plat that put them under the control and maintenance of the Homeowners Association. Clearly the commercial is not going to put water in those ponds unless the Homeowners Association agrees to expand those ponds. Their water will go to the proposed pond location. This site is large enough to handle all the water from the commercial. If they don't reach an agreement and they are working on it, it will go here. This is a simple matter of trying to save some property. If he can make one large pond, it takes up less acreage to make three or four ponds. He felt they were there and were going to be there. They are going to work with the access. The other parts they talked about were signage and marking. At this point he feels they are consistent with everything in the PUD and what Mr. Scott was bringing up. He requested Council approve the preliminary site plan.

Councilwoman Rogers stated the pond that is depicted on the drawing via the writing, that pond is where they are planning for the commercial portion of the property to have the stormwater drainage to go into it. Mr. Hooper stated that is not a pond today, it is just dirt. Councilwoman Rogers stated the other ponds that are on this site are going to be used for residential but then Mr. Hooper made mention of the Homeowners Association. That leads her to think that at some point they might ask the

Homeowners Association to allow for some commercial water flow to go into those ponds. Mr. Hooper informed her that was correct.

Councilwoman Rogers commented on the legal paperwork, paragraph 10 where it goes into the preponderance of the evidence clearly established that the City of Edgewater determined that the compensating water storage area in question may be used only for the purposes of the residential. She asked City Attorney Ansay with that paragraph and the letter that Jon Williams did on February 8th where he is saying that Tracks O & P will be used exclusively for compensating storage for the residential, that leads her to think if they approve this, they should approve it and indicate that at no time in the future even if in the Homeowners Association if they allow for any commercial to be utilized on ponds O & P, they are going to have to say something like they are not going to allow for any commercial to go in there. This is like a bunch of double negatives. They don't want to open up the City for any future potential litigation.

City Attorney Ansay thought the proposal Mr. Hooper described would include an expansion. She didn't think anybody was proposing that the ponds would remain as they have been configured and that the commercial part would be putting water in them. Mr. Hooper confirmed that was correct. City Attorney Ansay stated she didn't think it would necessarily run a fowl of both the language in the arbitration award as well as this. She thought essentially what they were saying was the ponds as they were originally constructed are to be used exclusively but she didn't know that that would foreclose alterations or expansions of those ponds if they could be done from an engineering perspective to allow for that water. Mr. Hooper stated there is a set of covenants that came with the subdivision for the Homeowners Association that clearly says those ponds can be modified but they have two conditions. The Homeowners Association, which today is the developer, which will become the group of Homeowners Associations that have to maintain it. The other is the Water Management District. If they want to enlarge they would take that property and turn it into one large, more manageable, controllable, easy to maintain pond, it takes both approvals, the Homeowners Association, Water Management and ultimately the City Engineers. Those are the safety checks and balances they have to do that. Those can be configured. What they are reading is an argument civilly. These two guys have had issues and they had a partnership and broke apart and they are arguing about some money, which is not the City's issue.

Councilman Cooper stated it does look like while they are in a compatible negotiating state, before they vote on anything it would behoove them to get to the bottom line and bring that

forward and let the Council make a decision. Mr. Hooper stated if they don't agree, they will make the pond exactly where he showed the Council and not connect. Councilman Cooper felt then they would go to impasse. He felt while they were negotiating they should allow them the time to negotiate and table this until they can get this worked out one way or another. Councilwoman Rhodes disagreed. One way or another it's worked out. Councilwoman Rogers stated Option A or B. It's there. Councilwoman Rhodes felt to hold up commercial development is not a good idea. Councilwoman Bennington asked if the Planning & Zoning Board recommended it knowing these negotiations. She didn't see a problem with approving it. Councilwoman Rhodes didn't either. Councilman Cooper stated the Planning & Zoning Board is approving it as it sits right now. The complaint coming forward from SeaEdge is stating they can't do what is being submitted and asked them for approval tonight. Mr. Lear stated they have an issue with the first conceptual plan they have right now. As a staff recommendation he recommended if they approve this tonight that they approve it with the condition that the stormwater design is mutually acceptable to all affected parties.

Mayor Thomas opened the public hearing.

Pat Card, 3019 Willow Oak Drive, stated three Councils now have been screwing around with this project for as long as he can remember. It is time to get the job done or walk away from it. He can't believe that with everybody saying they want commercial establishments and additional businesses to come into this community and then to make it more and more difficult for people to do business here every time they turn around. He feels they should do it or get off the pot.

Mike Visconti, 316 Pine Breeze Drive, wanted Council to understand Edgewater needs something. Our tradesmen are dying. There is no work for them. If this is approved in the future, they will have work for all our tradesmen. We need work here and we do need another shopping center.

Mr. Scott stated how Darren phrased it is precisely how they would like to have it. It is the initial site plan that is before them that is the problem. How Ken and his group have changed it, is fine with them. They were concerned with the site plan they have before them. They are happy with the way Darren phrased it.

Mayor Thomas closed public hearing and entertained a motion.

Councilman Cooper made a motion to accept the recommendation from Darren as described, second by Councilwoman Rogers.

The MOTION CARRIED 5-0.

Mayor Thomas called a ten-minute recess at this time. The meeting recessed at 8:03 p.m. and reconvened at 8:13 p.m.

C. Resolution #2008-R-01 - Authorizing the Mayor to execute the associated Highway Maintenance Agreement with the Florida Department of Transportation (FDOT) for the City to maintain state road right-of-ways with payment of \$37,145.00 per year.

City Attorney Ansary read Res. 2008-R-01 into the record.

Acting City Manager Barlow made a staff presentation.

Mayor Thomas asked for Council comments. There were none at this time.

Mayor Thomas opened the public hearing.

The following citizen spoke:

Bill Armel, 2969 Ragis Road, stated many times on Ragis Road they find that if there is a hurricane or whatever and there is interruption on Old Mission Road, Ragis Road gets used as a right-of-way to the State. He assumed that what the Governor was trying to do was provide a right-of-way and have Ragis Road grated on a monthly basis. He congratulated the Council for going forward and trying to do this. He asked whom they contact on a monthly basis to get it grated and put them into compliance with the State right-of-way payment we are receiving. Mayor Thomas stated he thought they were cutting the grass on U.S. #1 and SR 442.

Due to there being no further comments, Mayor Thomas closed the public hearing and entertained a motion.

Councilwoman Bennington moved to approve Res. 2008-R-01, Authorizing the Mayor to execute the associated Highway Maintenance Agreement with the Florida Department of Transportation (FDOT) for the City to maintain state road right-of-ways with payment of \$37,145.00 per year, second by Councilwoman Rogers.

The MOTION CARRIED 5-0.

8. BOARD APPOINTMENTS

- A. Planning & Zoning Board - nomination by Councilwoman Rhodes to fill the remainder of Gigi Bennington's term that expires on April 5, 2010 (*continued from 01/07/2008*)

Councilwoman Rhodes moved to appoint Robert McIntosh, second by Councilman Cooper.

The MOTION CARRIED 5-0.

- B. Library Board - nomination by Councilwoman Rogers to fill a vacant seat due to the expired term of Jean Haughwout, who seeks reappointment

Councilwoman Rogers moved to reappoint Jean Haughwout, second by Councilwoman Rhodes.

The MOTION CARRIED 5-0.

- C. Library Board - nomination by Councilwoman Bennington to fill a vacant seat due to the expired term of Delores Shaw, who seeks reappointment

Councilwoman Bennington moved to reappoint Delores Shaw, second by Councilwoman Rhodes.

The MOTION CARRIED 5-0.

9. OTHER BUSINESS

- A. Agreement for Temporary Easement to allow construction of a sewer force main to serve the Mission Oaks Mobile Home Park.

Acting City Manager Barlow made a staff presentation.

Mayor Thomas asked for Council comments.

Councilwoman Rhodes asked why it was temporary and not permanent. Acting City Manager Barlow stated because when Oak Leaf preserve is developed, it is going to be reconstructed and routed through there. He brought to Council's attention one minor change made by City Attorney Ansay that is agreeable to them in reference to Section 9 Indemnification. City Attorney Ansay explained she revised the indemnification provision that was drafted by the grantor Oak Leaf in the easement to make it better reflect the protections and privileges that the City has and the limitations the City has on indemnifying private parties. She believed staff was in the process of contacting them to make sure that is

amenable. She asked that any approval be conditioned upon the revision to the indemnification provision.

Councilman Cooper asked if this temporary easement until the development expands will be able to handle the flow or if they would have another problem. Acting City Manager Barlow confirmed it would be able to handle the flow.

Mike Schmitt, President, Mission Oaks Homeowners Association, stated they have been without a sewer line for over a year. Neither New Smyrna Beach or Edgewater has ever had a meeting with any of the homeowners out there. They have no knowledge of what is going on. They have been taken totally out of loop. There is a 1997 court order stating that New Smyrna Beach is to provide them with service and perpetuity. That has been totally ignored. They have no clue what is going on. He has a bill for \$65,000 for the road that is now destroyed because of this truck. He has a lot of mad people that don't want to be a part of Edgewater. They are in New Smyrna Beach. They don't pay taxes to Edgewater and have no representation in Edgewater. They have nothing to do with Edgewater. This thing is being shoved down their throats. They aren't happy about it. He understands they have to have some kind of truck pumping this stuff or whatever. They were also told it would be finished by January 1st and it's not. We are in a mess. They can't sell houses. They aren't in compliance with anybody and haven't been for over a year and they are totally in the dark on this. Nobody has talked to them. They are just totally ignored by both Councils. That is not a good way to do business. He isn't blaming Edgewater. He blames New Smyrna Beach more than anything else with this.

Councilwoman Rhodes asked if they could give it back to New Smyrna Beach. Acting City Manager Barlow informed her they could not. Mr. Schmitt again mentioned the 1997 Court order signed by Judge Roush, that New Smyrna Beach is to supply them with service and perpetuity. Councilwoman Rhodes stated let them. Mr. Schmitt stated he has a lot of people out there that would be quite happy to go back to New Smyrna Beach but apparently they seem to think they don't count for anything out there.

Acting City Manager Barlow stated they are certainly getting through this. One of the first areas they are trying to address is to get them hooked up to a sewer system.

Mr. Schmitt stated nobody from either Council has told them what the cost would be to them. The City is running a temporary line that is going to be pulled out eventually to put a permanent line in there. Their electricity comes from New Smyrna Beach. Edgewater is going to hook up the sewer line and their water

comes from New Smyrna Beach and they are out in the County. He feels this is insane. Mayor Thomas asked Mr. Schmitt what arrangements they have made for their sewer. Mr. Schmitt informed him they haven't made any. They have been totally in the dark. Mayor Thomas asked Mr. Schmitt what they are going to do with it. Mr. Schmitt stated they were hooked up since 1983 in New Smyrna Beach. Councilwoman Rogers stated and they unhooked them when they did the school. Mr. Schmitt didn't know what happened.

Acting City Manager Barlow explained when they widened the 10th Street project, the only subdivision that was south of there that was hooked up to the New Smyrna Beach Utilities Commission which serviced the unincorporated area that their subdivision resides in was this subdivision. There was an agreement worked out with the Utilities Commission and the City of Edgewater that Edgewater would assume those services since we would have service in an adjacent area and they fell within our service district. That agreement was worked out prior to his arrival. At that time they continued on with the widening of 10th Street. They thought they were going to have this other connection already made into Edgewater sooner than it was obviously because of some delays in that subdivision that required that connection. They had to go back and regroup and work on the easement and all the other parts and pieces to do this temporary connection. In the mean time it was agreed upon that they would manually truck the sewer out of there at that time. They are doing everything they can to rectify as quickly as possible. In regards to the communication issues, he pledged to Council they would work on enhancing those communication issues in working with those homeowners through every stage of this process.

Mayor Thomas asked whom we made the agreement with. Acting City Manager Barlow informed him it was the New Smyrna Beach Utilities Commission. Ms. Dewees explained there is a letter of understanding with Utilities Commission. They are in our service area.

Councilwoman Rhodes asked if New Smyrna Beach legally entered into that negotiation if there is a court order that says they are supposed to provide utilities. City Attorney stated it is not a court order it's a settlement agreement between the parties. There are terms in the settlement agreement that don't say it would be illegal to enter into later an agreement with the City of Edgewater for a service area and for the City to then provide that sewer service. There is discussion of the collection system, which appears to not be working properly. They reached some sort of accommodations with the Utilities Commission on how to make it appropriately work and who would

maintain it into the future. She didn't see any language that would prohibit it. She is looking at this document in a vacuum that summarizes apparently a lawsuit between the Utilities Commission and Mr. Williams, who must have been the developer at one point in charge of the development.

Jack Hayman, County Councilman, 3003 Travelers Palm Drive, stated they have been dealing with this for over a year. It's the result of the roadway improvements on 10th Street and Josephine to accommodate the new High School. It was discovered much to many people's surprise that there was a sewer line there as well as water lines that were severed by the construction of the roadway. As a result of that what occurred is the Utilities Commission of New Smyrna Beach negotiated with Edgewater for transference of utility services to that area. It was amenable evidently to the City Manager and to Council to pick up that service area because of Oak Leaf Preserve that is in the general area. That is a normal thing to have happen. Unfortunately nobody really leaned forward in the saddle to put even a temporary connection there to the lift station that is presently in that subdivision. He is embarrassed that the County, the City of New Smyrna Beach and the City of Edgewater haven't been able to accommodate our citizens in a much better fashion. He is particularly embarrassed and not happy about the fact that these people in this subdivision were not even consulted. The first notice they had of it was when the truck was there to pump out the lift station. A member of the community questioned what they were doing to the lift station and they began to realize that periodically they were going to have this problem, not knowing it was going to happen two, three and sometimes four times a week. The question is what are they going to do about it. They have heard from staff that they are moving forward with a temporary line. They understand the temporary nature is important because of the future capital projects. It will save the City some money. The Health Department, it will be satisfactory to them. The County doesn't have problem with that. He asked Mayor Thomas and Acting City Manager Barlow to move hastily to meet with the residents to explain the capital program. They are also going to have to address the road breakdown. They have a problem there. The road was designed and constructed to accommodate vehicular traffic of the residential vehicles, not the heavy traffic of the type of vehicle that has to pump out the lift station. The residents must understand the importance of what their contribution is and how much reserve capacity they have on wastewater. Where do they get potable water? Where do they get the utilities? They are a community that sits in the unincorporated area to date and although the residents and homeowners are going to be dealing with wastewater in Edgewater, and water through the Utilities Commission and electric through

New Smyrna, there is a stormwater problem that has to be dealt with as well. Volusia County would like to see things worked out in a much neater method. They are pledged to work with the City Manager and staff to resolve this issue. They want to do it expeditiously. He hopes to leave with a commitment from the City Council to get this done expeditiously to the reformation that there is in fact a service area agreement and that they cover the water and the residents understand the service area agreement and how it impacts them. They have a Homeowners Association and they have covenants and restrictions that require them to pay any differences. It is important that they understand how these arrangements made by government impact them physically. They are looking at concurrency. Without concurrency they can't plan for anything in the future. If this doesn't happen, if they can't get these folks service expeditiously, he would submit their concurrency is going to hell in a hand basket. You have all these families that don't have wastewater treatment. A lift station is not satisfactory although the Health Department may say for period of time it might be. One year is excessive in his opinion. They are willing to work with the City. They need to work together. Whatever the County needs to do to assist the City with this they will do it. It is time for the citizens to have what they are entitled to.

Councilman Cooper wanted to address what was brought up by County Councilman Hayman. It looks like a three part plan. How fast will this temporary fix be put in place? Acting City Manager Barlow informed him 60 days the very maximum, 30 days at best. Councilman Cooper asked if there was anything they could do to guarantee the 30 days. Acting City Manager Barlow stated if they get clearance tonight this is the last piece of the puzzle. They can start construction this week. Councilman Cooper stated then the next part of the plan is to look at the roadways and see where that cost is going to be incurred and then establish a meeting with the Homeowners Association and bring the information forward in plan and action so they can ensure the community this is going to be taken care of. Acting City Manager Barlow stated as he pledged before he pledged to enhance the communication. They have all the parts and pieces to start that temporary agreement and then they have County Councilman Hayman's pledge to help in any way he can so maybe he has some opportunity to help on them with the roadway situation as well.

Councilwoman Bennington felt they needed to do something for the people since it has been dumped in their lap. She would like to see them move forward with this and establish this contact and do what they can to alleviate this problem.

Mr. Hayman stated he would like to have a date established for

the Homeowners Association to meet with City Manager and whoever else would like to be there to go over exactly what the agreement is and how it affects all their utilities for reformation if nothing else and go over the timelines for the actual construction. Councilman Cooper stated let's set a date and get this done.

Acting City Manager Barlow asked Mr. Schmitt to leave his phone number with the Interim City Clerk due to him being the President of the Homeowners Association.

Mr. Schmitt thanked the Council. They are the first ones that ever stepped up to the plate and are at least going to try and do something. New Smyrna Beach has done nothing.

Councilwoman Rogers feels the City needs to go after the City of New Smyrna Beach to get the reimbursed because the City of Edgewater is paying for this. Mr. Schmitt agreed 100%. He also feels the City shouldn't foot the bill for the road out there.

Mayor Thomas entertained a motion.

Councilwoman Rhodes moved to approve the agreement for the temporary easement with Oak Leaf Preserve and authorize the Mayor and City Manager to execute the document for recording with the revision in Section 9 - Indemnification, second by Councilman Cooper.

The MOTION CARRIED 5-0.

B. Animal Shelter - discussion/update on project for Council direction.

Acting City Manager Barlow made a Powerpoint presentation with regard to where the City is with the Animal Shelter. At the end of the evening he was hoping to get direction from Council. He will have three different options. He wants to continue to move this project forward. He recognized some of that was their campaigning coming in and this was one of the projects that were important to Council that they wanted movement and completion on. He also commended Leisure Services Director Jack Corder for his involvement and hard work with this. He also commented on e-mails that were received from residents on Ragis Road that expressed concerns about the site on Ragis Road as a location for the Shelter.

The three sites that were considered were the existing site where the temporary shelter is now on Public Safety Boulevard, a site on Ragis Road, and at the old fire station site on Mango Tree

Drive where Wastewater Collections is currently located.

Mayor Thomas asked for Council comments.

Councilwoman Rhodes stated she liked Option #3 and said let's get it done. Let's just do it.

There were applause from the audience.

Councilman Cooper stated obviously that sounds like a winner from audience. He felt Jack Corder and Acting City Manager Barlow should be commended for working this out. When the third property was finally brought to his attention he knew it was a no brainer. It would make everybody happy and they could still get the full facility they are looking for in the Animal Shelter.

Councilwoman Bennington suggested they give Mr. Lear credit too because he suggested it. Councilman Cooper stated almost every department head was involved. Acting City Manager Barlow stated it certainly has been a staff initiative. He recognized Robin Matusick, Darren Lear, Bobby Laramore, Brenda Dewees, Jack Corder, and Malecia Williams. Councilman Cooper informed them they did a great job and felt they stepped up and did it on their own. He couldn't commend them enough.

Councilwoman Rogers stated she liked Option 3. She feels it is wonderful that finally the numbers look to work.

Mayor Thomas felt it was great also. What they have to remember is the voters in 2004 voted to get this built. They keep jumping around. He wants something done. He asked Mr. Laramore if Option 3 was okay with him due to it affecting his department. Mr. Laramore stated absolutely, as long as they aren't put out to the dogs before their building can be built. Mayor Thomas would like to see the borrow pit developed into a catch & release park and have a dog walkway around it. That would go right with it since it is right next door. He was very pleased to see all of the options. Ragis Road was never an option to him. He wouldn't want a dog shelter in his neighborhood or the excess traffic. It would have been good if the site was some place else.

Councilwoman Rogers stated if it was somewhere else and less money. Councilwoman Bennington stated it served as an implement to get this really moving.

Mayor Thomas asked how many people had been to the Animal Shelter. He praised them for what they have done. He felt they have worked in deplorable conditions. They have made something deplorable really good. He praised the volunteers for doing that. Let's get this thing going.

Councilwoman Bennington made a motion to accept Site #3 and ask the City to move forward with the Animal Shelter, second by Councilwoman Rogers.

The MOTION CARRIED 5-0.

The following citizens spoke:

Pat Card, 3019 Willow Oak Drive, stated he was glad to see this going down on existing City property. That's the way the bond issue went. Now that the Council has that piece of excess property down there that they were going to use for a dog shelter and it's right next to highly valued commercial property, perhaps they could get an offer for a portion of it, which would go directly into the General Fund. Mayor Thomas informed Mr. Card he liked the way he thinks. Councilwoman Rhodes stated or a new City Hall. Mr. Card stated if they are paying \$192,000 from one pocket to another pocket, there ought to be about another \$100,00 in here that might get shifted from whatever pocket that excess property is in to the expansion and modification to make that an even better facility.

Acting City Manager Barlow stated he understands his spirit. As far as the property down south, it was not purchased with General Fund money so it has restrictions established with that. Before they consider any sale of that property, he suggested they make sure and do their homework and make sure they retain all or a portion of it for the needs of future expansion going south.

Mike Visconti, 316 Pine Breeze Drive, felt Option 3 was a good site. He questioned why they are paying \$20,000 in impact fees? Councilwoman Rogers stated that was just a plug. That is their fluff funds. Acting City Manager Barlow explained some of that is required by State Statutes. They will do more research on that. They want to lead by example for future development. Mr. Visconti stated so they have to pay the impact fee. Acting City Manager Barlow stated they would continue to do that research.

Mayor Thomas asked to get a motion for a liaison for the dog shelter.

Councilwoman Rhodes made a motion that Gigi Bennington be the liaison between the Council and the Pet Society, second Councilwoman Rogers.

The MOTION CARRIED 4-1. Councilman Cooper voted NO.

with Memorandum dated January 14, 2008 from the Assistant City Attorney regarding ACSTAR Insurance Company v City of Edgewater

Leisure Services Director Jack Corder made a staff presentation. He asked Council if they wanted him to go back to ECHO and tell them thanks but no thanks we will come back at a later date when we have a different type of setup and additional funding or go ahead and extend it for a year and try to come up with some pricing that will get this thing covered.

Councilwoman Rhodes asked if they went with a more standard design than this, would that reduce the cost enough that they would be able to do it. Mr. Corder stated it would reduce cost but he didn't know if he could get down to that figure or not until he went out and asked. It is a possibility. He commented on the uniqueness of the design requested by previous Councils raising the cost. Councilwoman Rhodes stated maybe they couldn't afford to be unique. Mayor Thomas asked why they couldn't build a pole barn. Councilwoman Rogers mentioned having a grant. They can extend it to give them another year to try to find opportunity. The fact that they have already spent time filling out the application and getting the grant and we got the award. She feels they need to extend it a year and try to hold on to what is there and seek other avenues. Mr. Corder stated he was looking for the direction Council wanted him to go in.

Councilwoman Rogers moved to extend this another year and that they start looking for other opportunities, with an update to be given to them periodically due to this being money in the hand, they have this and go forward and hope they can find some other opportunities, second by Councilman Cooper.

The MOTION CARRIED 5-0.

D. Utility Lien Waiver - Angela Wrenn requesting a waiver on behalf of Thomas and Wendy Wrenn.

Acting City Manager Barlow made a staff presentation.

Malecia Williams, Interim Finance Director, made a staff presentation regarding this situation. She asked that Council doesn't waive the lien. She feels if they set the precedence waiving this they are going to set it for all of the foreclosures that are out there. They are looking to recoup for the services and they need to get the money to pay for these services for the individuals who are processing the payments. They need to keep money coming into the City. She was not trying to be callous to her situation. They have tried to work with her on numerous

occasions. She feels they do not need to waive this lien.

Councilman Cooper stated they had a bill that got run up. She made a large payment and Malecia set up a payment program. Ms. Williams stated they didn't set up a payment program. It is not our practice to do that. Any payment she can make whether small or large would help her situation. It looks good to make the payment. They will try to work with anyone to get this bill paid down. They don't want to have people's water turned off but they can't function and operate like they need to appropriately if they don't do something to keep their requirements in order. Whether you are there or not, if you are required to pay it, you need to pay it. Councilman Cooper stated she asked for a show of intent and if they had chronological payments they wouldn't be here today. Ms. Williams stated they try to work with them in any way they can. They have documentation of various conversations that have taken place.

Councilwoman Bennington questioned this being her on-going utility payments. Ms. Williams stated yes but there is a lien that was placed on it and she made a partial payment to that. Councilwoman Bennington questioned the partial payment leaving a balance of \$6.07. Ms. Williams informed her that was prior to the lien. She zeroed her account out but when she made the payment it was after the due date. The way the utility bills are if it's paid late they add a 10% penalty. Councilwoman Bennington asked if the \$6.07 was the late amount. Ms. Williams stated as of that payment she stopped making payments until December. So from April until December it kept accruing. Councilwoman Bennington stated when she first read this it looked like it was the \$6.07 but she hasn't been paying her monthly bill.

Councilman Cooper asked if the balance was paid in full right now is there still an ongoing bill? Ms. Williams stated it is on-going monthly. She wasn't totally familiar with the situation but believed at one time it was vacant and then they moved back in. She knows they need the services but our policy states that we after so much put a lien on it. Councilman Cooper stated it seems before they consider any kind of compromise, if they aren't paying now and they are going to continue services they are just falling further into the hole here.

Councilwoman Rhodes stated they have to pay for a minimum whether you live there or not because the service is available.

Acting City Manager Barlow stated it is customary for staff to make a recommendation on denial and allow the citizens with the hardship the opportunity to come before Council to make a final

determination.

Angela Wrenn stated in April they shut the services off because they were going to sell their home, hoping they could sell it before it financially became difficult to continue payments on the house. They rented another property and paying water there and because the man's water was already at \$400 on their rental house, they picked that up and paid that knowing they had already shut off their services at the other property. Everything was to a zero balance. There was nothing owed. They said everything was capped. She said they are normally required to pay the \$10 storm fee whether they are there or not. Nothing was said about house water. It was shut off so there wasn't any water going to the house. The usage they saw was a leak in a pipe. They charged a \$50 disconnect fee on an already disconnected water. There was a leak from the meter to the house. For \$.73 they hit it with a \$50 disconnect fee. The next time it came up to \$1.73. They did not get the bill until they left the country. They have been offered a job in Costa Rica. He couldn't get a job here. They had put in different applications in other areas. Costa Rica called him and told him he had a job if he wanted it so he took the job. That was before they got bill for the other house. She said why didn't they put it with the bill at the rental house. Why was it separate? They said because their computer sends them out separate. She didn't know what to do and he said to go ahead and move back in so that is what she did. She put \$500 down on this \$900 lien that was based upon a \$.73 leak. To her that is gross and erroneous. That is one place it stated in Florida Statutes that if it is gross and erroneous that it is to be considered as waived. Since she had put down \$500 towards the \$900 on a \$.73 leak, that's because of the 10% penalty they were charging which they say they can't even charge a 10% penalty without having a cap. She doesn't understand why someone didn't look at this and say they would work with them on this. There is a difference between usage and leak. It's not the toilet leaking, it's from a pipe. If she had run a bill way up, she could understand but she didn't use it. There was no usage. They paid the water bill for another man on his property that was \$400. She feels like they have been abused.

Councilwoman Rhodes wanted to clarify something because now she was totally confused. She commented on there being a minimum charge on the water bill every month. You can never cap it off and not get charged that. Ms. Wrenn stated you can never disconnect like you disconnect electricity. Ms. Williams stated if they disconnect they would have to pay the impact fees to reestablish service. When they say they are turning off the water it is to the home but the \$.73 and the \$50 was based on services being available. They don't use them but they are still

on. There is always a minimum bill. Ms. Wrenn stated the \$50 was a disconnect fee. Ms. Williams stated it is for being physically past due after 30 days. If the water is already off the \$50 is because of the past due balance. It is not a shut off fee. If the bill is accruing it is on a shut off list. It is part of our policies to automatically bill, which is clearly stated on the bill. When she spoke with various people in the Finance Department that was explained to her. Ms. Wrenn stated when the Utilities Commission decided to do the stormwater they said that would be something that would be required to be paid. Nothing was stated that there was going to have to be access for service used that wasn't used that you are going to have to pay for anyway. She didn't think it would have to be paid because they were paying it for another place. It would be different if they were at both places but they weren't. Ms. Williams explained each property is billed individually. Councilwoman Rhodes stated you live in a house and you are getting a bill every month. Ms. Wrenn stated at the other property. Councilwoman Rhodes stated no at this property, the property that has the lien on it. Ms. Wrenn stated they said it was sent to that property. They never received it until October when they left for Costa Rica. It never showed up on their other bill. Councilwoman Bennington stated this is on property at 2342 Fern Palm Drive. That is one property. Each property gets a separate bill. They don't care about what happened at the other property. They are just concerned about this property. Councilwoman Bennington asked if they had a renter in there. Ms. Wrenn informed her no. They were preparing it to sell. They wanted it vacant to where it showed good. Councilwoman Rhodes stated but she still got a bill, whether they lived there or not. She moved out and went somewhere else because she wanted to sell this house. She asked her if several weeks after she moved out she received a bill. Ms. Wrenn stated she didn't a receive bill until October. Her son's wife asked her what they were supposed to do with it and she asked her what she was told. She couldn't remember but thought she said to leave it alone because that was what everybody else does. She asked her how they could leave it alone and expect to sell the home or even refinance. They are working with the bank to refinance. The bank is going to work with them to get them a lower rate. Once he is off the job in Costa he is coming back to his home to live. She is really flustered. She feels like it should have been capped. If at \$300 they put a lien it should have stopped. She feels there should be a cap some place. Councilwoman Bennington felt Ms. Wrenn had a misunderstanding of the whole procedure. Ms. Wrenn stated she understood the procedure but felt it needed to be reviewed. Councilwoman Bennington informed her that wasn't the issue they were addressing right now and she may have very good point but they have to address the lien that she is asking the

Council to waive and it is a lien on the house and if they are refinancing it's a way to recoup without putting money out of your pocket. When you refinance they have to pay off these liens and they will be back at zero. She will have to start paying that bill every month again or they are going to end up back in the same situation. Ms. Wrenn stated they couldn't even refinance without it being paid off. She questioned if there hadn't been any usage, she would have had to pay \$30 anyway. Councilwoman Rhodes informed her right. Mr. Wrenn then questioned the being a 10% charge each month on each \$30 if there hadn't been any type of usage. Councilwoman Bennington informed her she had a leak between the meter and the house, she is responsible for that leak and there was usage. Ms. Wrenn stated there was no usage, it was a leak. Councilwoman Bennington stated it is considered usage. Ms. Wrenn stated if nobody picks your trash up is it usage. If nobody recycles is it usage? Councilwoman Rogers stated there is minimum bill established for each residence. Ms. Williams pointed out the services are available. Councilwoman Rhodes stated you have to pay for trash collection whether you put anything out to the curb or not.

Ms. Wrenn stated she was devastated with this. She thinks \$500 was plenty to pay for this and it should have been a cap. She saw where they were coming from and it's not going to be any easier for her. She felt it should be waived because they were continually paying at another property as well. The City was aware of that. There is a statement that says there shall be exempt from for sale under process of any court and no judgment decree or execution shall be a lien thereon except for the payment of taxes and assessments thereon. Obligation contracted for the purchase, improvement or repair thereof or obligations contracted for house, field or other labor performed on the realty. The following property owned by a natural person. This is called the homestead.

Mayor Thomas entertained a motion.

Councilwoman Rhodes moved to not waive this lien, second by Councilwoman Rogers.

The MOTION CARRIED 5-0.

Ms. Wrenn asked what the next step was she should take. City Attorney Ansay informed her there is no further process at the City level to appeal a lien. Once you come before the City Council that decision is final. As far as any other remedies beyond that she would need to seek an attorney to see whether she has any other rights available to her in a court of law.

E. City Council discussion/determination for position of City Clerk.

Acting City Manager Barlow stated City Council met at an advertised workshop prior to this meeting and interviewed six selected candidates for the City Clerk position. They are going to discuss which candidates move on to the second portion of the interviews, which will be a more extensive interview later this week. It will be a Workshop scheduled for Wednesday at 1:00 p.m. in the Council Chambers and is open to the public.

Mayor Thomas selected Julie Christine-Clinton, Robin Matusick and Markae Rupp.

Councilwoman Rogers selected Tyna Hilton, Robin Matusick and Bonnie Wenzel.

Councilwoman Bennington selected Tyna Hilton, Robin Matusick and Bonnie Wenzel.

Councilwoman Rhodes selected Tyna Hilton, Robin Matusick and Bonnie Wenzel.

Councilman Cooper selected Julie Christine-Clinton, Bonnie Wenzel, and Markae Rupp.

Councilwoman Bennington asked about allowing 45 minutes for each interview. Acting City Manager Barlow informed her they could make that happen with five minutes between the applicants.

The three selected for interviews were Robin Matusick, Bonnie Wenzel, and Tyna Hilton.

Acting City Manager Barlow reminded Mayor Thomas of Councilwoman Rogers' request regarding resigning from the MPO.

Mayor Thomas thought Councilman Cooper volunteered to serve on the MPO. He then asked for a motion.

Councilwoman Rhodes moved to appoint Councilman Cooper to the MPO, second by Councilwoman Rogers.

The MOTION CARRIED 5-0.

10. OFFICER REPORTS

A. City Clerk

Interim City Clerk Bloomer had nothing at this time.

B. City Attorney

City Attorney Ansay had nothing at this time.

C. City Manager

1) Tentative Agenda Items

There were no Tentative Agenda Items to be discussed at this time.

2) Reschedule/cancel February 18, 2008 Council meeting due to President's Day Holiday.

Acting City Manager Barlow informed Council they didn't have a whole lot projected coming forward so if they wanted to cancel the February 18th meeting or reschedule if they wanted to do that.

Councilwoman Rhodes suggested they cancel it and if they need a visioning workshop they could do it in that time period.

Mayor Thomas felt that sounded good to him.

Councilwoman Bennington mentioned it being the middle of tax season and her and Councilwoman Rogers being very busy.

Mayor Thomas stated they are going to cancel the February 18th meeting.

Acting City Manager Barlow needed to get a consensus from Council. Recently he was approached by Brenda Dewees and some of her crew in reference to utilizing some proceeds that we can get from scrap metal. They have requested to take some of that metal and cash it in, which they are estimating to be between \$1,500 and \$2,000 and pledge those proceeds to Susan & Terry Wadsworth's retirement party. The City of Edgewater would like to make a donation towards that. Councilwoman Bennington and Councilwoman Rhodes felt it was a great idea.

Councilman Cooper asked if there was enough money in there to pay for the Police's presentation boxes and their revolvers.

Acting Police Chief Bennett stated with previous Chiefs they didn't have an opportunity to buy their weapon. Florida State Statutes says it is up to the Chief of Police. He can elect to give them their weapon if he chooses to do so. When Taves came in as Chief of Police the officer paid half of the weapon and the

City kicked in the other cost. The cost of the weapon is \$400. They currently pick up \$200, the officer picks up \$200 and they give them their badge as well, which is \$69 and an ID card.

Councilwoman Bennington asked about having to put it in a shadow box. Acting Police Chief Bennett informed her they usually get donations to do that. He thought they were one hundred and something dollars. The bottom line is none of this money was budgeted. Councilman Cooper stated but money was raised towards that outstanding amount. He asked what the balance was. Acting Police Chief Bennett informed him he thought Officer Dan Blazi had raised \$300. He estimated it to be \$300 left for the three retirees. Councilman Cooper asked if that left any money for the retirement party. Acting City Manager Barlow stated possibly but he cautioned them. This is a request for this. Once they start to open that door with numerous retired law enforcement and Fire Department. He has talked with Bill Bennett and would like to get a formalized policy on that. At the same time he is going to address that on the fire service. They traditionally do the helmet. Maybe that is something they can, when it is planned, budget separately for that.

Councilwoman Bennington stated the last officer that retired Edgewater Watch Association purchased it. Acting Police Chief Bennett stated it should be the same for all of them but unfortunately it has not been that way in the past. They had a Police Officer here that was a retired Lieutenant, Bucky McEver, that didn't have an opportunity to buy his weapon. The question is too are they going to make it fair for them. Are they going to go back into the past and allow those individuals as well? Councilwoman Bennington stated she is one for moving forward. They can't correct what was wrong in the past. She felt they needed to establish a policy. Councilman Cooper mentioned setting up a charitable fund to make sure there is something there. There are people coming forward that believe the City is moving forward and offering donations and wanting to know where they can put it and how can they help. Let's take advantage when citizens want to help out. He hates to see three officers with twenty plus years of service go to a retirement party and they give them a toy gun. Councilwoman Bennington suggested they wait until the next meeting. The Edgewater Citizens Watch Association is having a meeting and she thought they might be willing to cough up the money. Councilwoman Rhodes stated if the public is made aware of it they will come forward. Acting Police Chief Bennett stated the donations are still ongoing. Councilman Cooper stated they only do this when someone retires. Acting Police Chief Bennett stated if they make age 55 or 20 years of service. Councilwoman Bennington stated they haven't been hit with three in a row recently. Councilman Cooper stated these

were very reputable officers. Councilwoman Bennington again stated they have their meeting on Wednesday.

Mayor Thomas reminded Council of the photos on February 4th at 6:00 p.m. He also reminded everyone not to forget to vote tomorrow.

11. CITIZEN COMMENTS

The following citizen spoke:

Bill Glaser, 1703 Needle Palm Drive, stated as an Edgewater resident that is unlucky enough to live on the Edgewater City truck truck route, he was glad to hear the Council was concerned about one of their trucks damaging a road out in the country and not even in the City. It would be nice if the property the City has down south, if they would keep that property and as the City grows to the south, that they would consider taking their dumping station for their garbage and trash and putting it down on that property to serve the south end of town so that all the garbage trucks and trash trucks don't use their street going back to the City barn to dump the garbage and trash in the tractor trailers.

Councilwoman Bennington asked Mr. Glaser once they get the Animal Shelter on Mango are they going to hear complaints about all the vehicles from the Animal Control going down there. Mr. Glaser stated he knows garbage trucks and dump trucks and vacuum trucks and claw trucks and all these other trucks that use the street instead of using the truck route or use the street they are working on.

12. ADJOURNMENT

There being no further business to discuss, Councilwoman Rhodes moved to adjourn. The meeting adjourned at 9:32 p.m.

Minutes submitted by:

Lisa Bloomer