

**CITY OF VERO BEACH, FLORIDA
JANUARY 8, 2013 9:30 A.M.
REGULAR CITY COUNCIL MINUTES
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

1. CALL TO ORDER

A. Roll Call

Mayor Craig Fletcher, present; Vice Mayor Tracy Carroll, present; Councilmember Pilar Turner, present; Councilmember Jay Kramer, present and Councilmember Richard Winger, present **Also Present:** James O'Connor, City Manager; Wayne Coment, City Attorney and Tammy Vock, City Clerk

B. Invocation

Dr. Charles Lever of First United Methodist Church gave the invocation.

C. Pledge of Allegiance

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption

Mayor Fletcher asked that item 9A-1) be added to the agenda "A discussion of a workshop for the City Council to discuss the Florida Power and Light (FPL) agreement."

Mrs. Carroll suggested at that workshop meeting that they also discuss their goals for next year.

Mrs. Tammy Vock, City Clerk, pulled item 2C-8) "Update on the Airshow," off of the agenda at the request of the applicant.

Mayor Fletcher moved Mr. John Igoe, Transactional Attorney, up on the agenda as the first person to speak under Public Comment.

Mrs. Turner made a motion to approve the agenda as amended. Mrs. Carroll seconded the motion and it passed unanimously.

B. Proclamations

1. Purple Heart Cities

Mayor Fletcher read and presented the proclamation.

2. Rotary Homestay Day – January 8, 2013

Mrs. Carroll read and presented the proclamation.

3. Plaque to be presented to former Mayor Pilar Turner

Mayor Fletcher presented former Mayor Pilar Turner with a plaque thanking her for the year that she served as Mayor of the City of Vero Beach.

C. Public Comment

Mr. John Igoe, Transactional Attorney, was at today's meeting to discuss the Asset Purchase and Sale Agreement between the City of Vero Beach and Florida Power & Light (FPL). He handed out copies of an outline that he put together yesterday of some of the principle terms of the agreement (on file in the Clerk's office).

Mrs. Turner asked Mr. Igoe if he has confirmed the goals of the City Council, which were to have the utility rates that FPL offers its other customers and to move the Power Plant off of the river.

Mr. Igoe answered yes. He then thanked staff for providing assistance and information. He apologized for not getting this Executive Summary to Council sooner, but he didn't finish the draft agreement until late Sunday night. The agreement has been negotiated by FPL and is now before the Council for approval. He noted that they were still waiting on the Power Purchase Agreement. That part of the process has been completed and he hopes to have executed copies today. He said that as soon as they have those executed agreements then they will meet with FMPA, which has been scheduled for next week. He will report on this the next time that he comes before Council. At this time, he wanted to go over some of the highlights of the terms. He said what is missing is the disclosure schedules. He feels they will be done in the next week or two.

Mr. Igoe stated that the City's goal was to limit post-closing exposure. He said that FPL has agreed to most reps and warranties to terminate at closing, but wanted to reduce the purchase price as consideration for waiving any claims for breach of most reps or warranties (if aggregate claims as part of MAE is less than \$10 million, FPL is obligated to close). Negotiations led to a \$3.5 million reduction in the purchase price to \$111,500,000. However, this was partially offset by a negotiated increase in rent payable to the City under the Power Plant lease by \$500,000 per year to \$1,500,000 per year (at least 3 years), for a total of \$1,500,000 additional rent; and FPL also committed to contribute \$500,000 to any environmental remediation required relating to decommission of the Power Plant. He said that \$3.5 million less \$2.0 million equals a net decrease of \$1.5 million in their offer all as consideration for termination of most representations and warranties at closing.

Mr. Igoe went over the adjustments to the purchase price. He discussed customary pro rata adjustments, such as prepaid expenses (Section 3.6). The capital leases, if utilized, is rent paid in advance to the City, dollar for dollar adjustment. Any assumption of damage or repair costs by FPL is under Section 6.11(b) and (c). Any failure of the City to

properly maintain the system is covered under Section 6.16(a). Increase in the purchase price if FPL asks the City to retain Cayenta to convert customer data is under Section 6.17. The potential increase in the purchase price, with assignment of casualty recovery proceeds dollar for dollar, is under Section 9.1(i). The target closing date will be no earlier than January 1, 2014 and no later than December 31, 2016. The deal could close in 2014 if FMPPA agrees to waive the ARP withdrawal notice period to coincide with the closing. All reps and warranties expire at closing, except for “Fundamental Representations” and representations relating to environmental liabilities and taxes. The City is to conduct business and to maintain the system in the ordinary course in accordance with the Vero Beach Power Plant Expectations, meaning the City can take into account the expected dismantling of the Power Plant in making maintenance and capital equipment expenditure decisions before closing.

Mr. Igoe discussed City Employees, Section 6.10. He said that FPL will offer employment to all City employees whose primary work responsibilities are with respect to the acquired assets and who are actively employed as of the closing date, except for any previously terminated for cause by FPL. The unrepresented City employees will get a two year offer, except as FPL and such employees may otherwise agree. Represented City employees will get a two year offer, except as otherwise negotiated by FPL and the FPL Union Representative, and subject to FPL collective bargaining agreement. He said that transferred City employees will commence participation in FPL benefit plans and FPL will provide credits for co-payments and deductibles for transition. Transferred City employees will receive credit for service years with the City under the FPL benefit plans. He said that FPL will assume obligation and liability for the accrued frozen pension benefit for all of the transferred City employees. Except as otherwise bargained with FPL union, FPL will assume liability for all floating holidays, sick days, vacation days, and personal days of each transferred employee accrued and remaining unused or unpaid as of the closing date, up to accrual limits under FPL policies.

Mr. Igoe discussed Risk of Loss; Insurance, Section 6.11. He said that the City bears the risk of loss relating to acquired assets prior to closing. If assets are destroyed or damaged by fire or other casualty, the City must repair and restore before closing, or purchase price reduced by the cost FPL will incur to complete the repairs.

The termination clause is outlined in Section 9.1 Mr. Igoe said that by FPL if one or more breaches of any representation or warranty constitutes a MAE (\$10 million) and is not cured before the closing date or 90 days after receipt of notice from FPL of violations and amount of such losses. The City may elect to extend the closing date 90 days beyond the termination date to cure any such violations. Either party has a right to terminate if the other party's breaches of covenants as not cured prior to closing date. The agreement may be terminated by the City or FPL if the referendum election is held and it is not approved by the majority of votes cast. FPL may terminate the agreement if the Board of Directors of NextEra Energy (FPL parent) does not approve the agreement by February 28, 2013; provided notice is given to the City before March 4, 2013. If a fire or other casualty (like a hurricane) occurs and the City's losses (cost to repair) are more than \$10

million in excess of its estimated insurance proceeds and government aid. Any termination under Section 9.1 (g),(h),(i) does not trigger any termination payment.

Mr. Igoe explained that if the agreement is terminated by the Buyer under Sections 9.1(d) (\$10 million or more of potential losses from breach of reps or warranties by Seller). If the agreement is terminated by the Seller under Sections 9.1(e) (\$10 million or more of potential losses from breach of reps or warranties by Buyer) or Section 9.1(f) (breach of covenants by Buyer), Buyer is liable for \$5 million termination fee. Each Seller and Buyer retain rights to enforce specific performance of the agreement.

Mr. Igoe went over the “Indemnification.” He said that FPL indemnifies the City for any losses arising out of FPL’s breach of its fundamental representations, breach of covenants, failure to pay assumed liabilities, failure to perform assumed contracts, or third party claims relating to FPL’s use of the acquired assets. The City indemnifies FPL for any losses arising out of the City’s breach of its fundamental representations, breach of its tax and environmental representations, breach of covenants, failure to pay excluded liabilities, claims relating to excluded assets, third party claims arising out of City’s operation of the electric system prior to closing date, or environmental liabilities relating to the Power Plant (other than known above ground releases caused by FPL), and subject to FPL’s \$500,000 remediation contribution commitment. If FPL has a claim against the City for money, FPL has the right to offset the claim dollar for dollar against franchise fees to be payable by FPL to the City under the Franchise Ordinance to be granted to FPL (approximately 6% of FPL’s electric revenues from the City customers).

Mr. Winger felt that the biggest problem that they will foresee is resolving FMPA obligations, both for the All Requirements Project and Stanton I and Stanton II. He asked Mr. Igoe what happens if these things cannot be resolved.

Mr. Igoe stated that they have been working with FMPA very closely and are optimistic that they will receive approval. However, if they don’t get approval then they will not be able to close this transaction.

Mr. Winger commented that after glancing at the agreement, he knows that there are some provisions in the agreement that he has concerns with. He suggested that at this time they discuss the date of their next meeting when Council will be discussing the agreement.

Mr. Fletcher wanted to wait until the end of the meeting and talk about it under Old Business.

Mr. Igoe had in his possession the exit cost agreement with signature tabs, which he would leave with the Clerk.

1. Ms. Marcela Camlor-Cutsaimanis, Treasure Coast Regional Planning Council to discuss Seven 50.

Mayor Fletcher asked Ms. Camlor-Cutsaimanis to come forward and speak on Seven 50, which everyone seems to be afraid of.

Ms. Marcela Camlor-Cutsaimanis gave a Power Point Presentation on the Seven 50 and what it is and how it got started. She made it clear that this is not Agenda 21 and nowhere has Seven 750 made any indication that it will result in high rises and affordable housing within downtowns. It is not the beginning of socialism or communism. She said that it is important that they remain a part of Seven 50 because it enables them to achieve grant funding in the future.

Mayor Fletcher asked Mr. O'Connor how much money has Vero Beach spent on this program.

Mr. Jim O'Connor, City Manager, explained that the City has pledged \$27,000, but to date no money has been spent.

Mrs. Carroll made it clear that what they asked for was employee time, etc., such as the engagement of the Planning and Development Director.

Council took a ten-minute break at 11:05 a.m.

2. Mrs. Phyllis Frey to discuss Seven 50.

Mrs. Frey mentioned that Ms. Stephanie Austin could not be at the meeting and has asked that Ms. Rosemarie Wilson be allowed to talk in her place.

Mrs. Frey read a prepared speech. She requested that Council sever all agreements and opt out of this Seven 50 program. She then presented Council with a petition that people have signed opposing Indian River County's membership in the Sustainable Community Initiative known as Seven 50 (on file in the Clerk's office).

3. Ms. Stephanie Austin to discuss Seven 50.

Ms. Rosemarie Wilson read a prepared speech. She was opposed to Seven 50 and asked Council to deny it.

4. Ms. Nancy Cook to discuss Seven 50 and also the overlay of Ocean and Cardinal Drive.

Mrs. Nancy Cook stated that she was speaking to this as an issue that affects everyone that lives here (Indian River County). She said that small government is better than bigger government. She went over some of the consequences that could happen if they participate in Seven 50. She asked Council to think very carefully about this as it could have huge ramifications.

4. Ms. Dorothy Frances to discuss Seven 50.

Ms. Dorothy Frances apologized for making unfavorable sounds when Mrs. Camlor-Cutsaimanis was speaking. She expressed that she is strongly against Seven 50. The marketing plan that Mrs. Camlor-Cutsaimanis presented this morning was “slick.” Some of the language that Seven 50 uses is code for their dream agenda. She said that they all live here because of the beauty of Vero Beach and if someone wants to live the Seven 50 dream then they should move south. She asked Council to preserve their City and please vote no to Seven 50.

5. Ms. Susan Mehiel to discuss Seven 50.

Ms. Susan Mehiel explained that her view of this comes from living here in Vero Beach and other parts of the Country. She said that Seven 50 is not a unique program and she referred to other places that utilize Seven 50. She explained that there is not a lot of evidence on what Seven 50 is going to do right now. She asked Council to consider not voting for this and helping them fight for notification in Tallahassee.

7. Mr. Warren Winchester to speak about the process being used to sell the Electric System.

Mr. Warren Winchester was at today’s meeting to protest the process being used to work out a contract with FPL. He was in favor of using an RFP process. That has not been done, so they don’t know if they have gotten the best deal. He received phone calls from utility companies that wanted to participate with Vero Beach and the only company the City talked to was FPL. This reminds him of what was going on several years ago. There was an official who had close ties to Tallahassee legislation and wanted to get rid of the Power Plant and Water Treatment Plant. He said that now it looks like someone else will own that property. He brought up that FPL is asking to build a substation on the site of the old Post Office on 17th Street. He had some concerns with having it there.

Mayor Fletcher explained that the property where the Power Plant sits will not be sold.

Mr. Winchester felt that if they lease the land to FPL then they should get an up to date appraisal of the property so they know what it is worth.

Mr. O’Connor explained that there have been discussions with FPL to have the substation located at the site of the old Post Office or it could go within a half block from the Power Plant site. He expressed that the Power Plant land could not be sold without going to referendum.

Mr. Kramer wanted to see a breakdown of the cost to move the substation.

Mrs. Carroll explained that the movement of the substation was not a part of the contract that was brought forward by FPL. The City asked that be a requirement in the contract.

Mr. Kramer did not remember that.

Mrs. Carroll said that it should be in the minutes..

Mr. Winchester's question was are they going to set up a fee simple trade with FPL. Mayor Fletcher told him they were not. Mr. Winchester felt that FPL should be required to pay for the old Post Office site at the appraised value.

Mr. Ryan Fair, FPL Representative, did not have a breakdown of what those costs were. They are building another substation, not moving the old substation. They will demolish the substation at the Power Plant site and rebuild a new substation at a different location. The old Post Office site is a favorable site because it is across the street from the existing site. He said that a transmission substation is required and that site is going to be the best solution. It is part of the package that the property will be given to FPL. He said that at the site they will do their best to buffer and landscape it so that you will hardly even know that a substation is there.

8. Mr. Todd Howder, President, Vero Beach Air Show, Inc., to give an Update on the Air Show.

This item was pulled off of the agenda.

9. Mr. Jim Norconk to discuss Seven 50.

Mr. Jim Norconk, Jr., 2 Starfish Drive, acknowledged everyone that spoke this morning and said that they have done a nice job. He is against power, greed and control. He formally requested Council to remove themselves from Seven 50 by a vote today. This will give them time to find out where the Seven 50 is going and what is in it. He asked the representatives from the Treasure Coast Regional Planning Council to go back and do their homework and then come back and make another presentation on where there are good plans for regionalization.

Mayor Fletcher said at this time they would recess for lunch.

Mr. O'Connor asked Council if they had any problems with the agreement between the City of Vero Beach and the Coastal Florida Police Benevolent Association (item 2D-11 on the agenda). He said that Mr. Jason Odom, City Negotiation Attorney, was at the meeting now, but could not return this afternoon because of meetings that he has. Council had no issues with the agreement.

Mayor Fletcher said that they would take a lunch break and the meeting would reconvene at 1:30 p.m.

Mr. Toby Hill, 685 Lake Drive, was at today's meeting to speak about the Seven 50 plan. First he will speak to Council as Chairman of the Tea Party. He said that the Tea Party currently has 2,000 members, but he does not know how many are City and how many are County residents. He would estimate that 30% of the Tea Party members are City

residents. As a long time resident, Mr. Hill said that he could not understand how someone could put a 50-year plan together and he was not happy that he (as a taxpayer) would have to fund it. He said in order to get the funding that the Treasure Coast Regional Planning Council is looking for certain things will have to be in the plan. He then asked Council if they are going to vote on this matter today.

Mayor Fletcher explained that it is not a requirement to vote, but thought that someone on the Council would make a motion.

Mr. Hill continued by saying that there are many things wrong with this and asked the City Council to vote no on it.

Ms. Ellen Gower, 5101 N Hwy A1A, read a speech prepared by Mr. Bill Walker.

Mr. Joseph Guffanti gave Council an overview on his perspective of this entire situation. He said most people have plans and goals and some of them are called dreams. He did not think that this was being done for the public's benefit. He said that if you look at the map that the Seven 50 plan covers it is the most affluent parts of Florida. He heard Mrs. Camlor-Cutsaimanis say that this was an investment plan. He does not need any political entity or group of people to establish an investment plan for him. The political groups have made tremendous mistakes and he finds it a little distasteful that these people responsible for the Seven 50 plan would propose to invest his money. He took offense to the remark made earlier by the Mayor that he would expect better from people of Vero Beach. He said that sounds like the people of this community are a little better than people from other parts of the world.

Ms. Janet Campbell, 188 Moccasin Trail, Jupiter, Florida, talked about what they have in common with this regional plan and that is distrust. She is not coming from a political background. Most of her life she has worked in the corporate world. She would like to see them get the trust back of their politicians. She urged them to start the trust cycle and say that they don't need the Seven 50.

Mr. Glenn Heran, 1964 Gray Falcon Circle SE, and President of the Taxpayer's Association, said that they (Taxpayer's Association) are opposed to Seven 50 and asked that the City pull out of it. He said that Seven 50 will allow more government and more bureaucracy.

Mr. Greg Burke, was at today's meeting representing the local Architects and is in favor of Seven 50. The whole reason for doing this is to move forward. He said that they need to stay involved with Seven 50 if not for any other reason, but to keep an eye on it. He said that Fellsmere and Sebastian will still probably stay in the Seven 50 plan. He said that this money is going to be spent and they (City) need to keep an eye on what the money is being spent on.

Ms. Rosemarie Pejerio found that the City of Vero Beach is the most unique and beautiful community in this area of the United States. The local government has used

their wisdom in the planning of the development of keeping low density and many other things, which was why she made the decision to move here. The local leaders have done a good job in planning the development of this community on their own. Their elected officials are highly intelligent and understand the needs of planning and development. She said since Vero Beach already works with numerous agencies there is no need for another agency that is so costly. She asked the Council to exclude the City of Vero Beach from the Seven 50 plan. She is opposed to the City's involvement with the Seven 50 plan who want to intrude on local government and property rights. She urged her elected officials to cast their vote to withdraw from the Seven 50.

Mr. Mark Mucher, 617 Lilac Road, found it interesting that this program is almost half over and probably has spent most of its money and the public has not heard anything that it has delivered. The City has been involved in it from the beginning and he doesn't think that Council knows anything about it. The City is already involved with the Treasure Coast Regional Planning Council so why they want to be involved with the South Florida Regional Planning Council is beyond him.

Ms. Melenda Biegel, West Camino Drive, commented that a different answer was given today about the data room from Mrs. Camlor-Cutsaimanis then what was given at the County Commission meeting. She was very concerned when she learned that the City was involved in the Seven 50 plan. She sincerely requested the Council to vote against this plan.

Mr. Richard Bialosky, Architect, spoke in favor of Seven 50. He does not see the risk in participating in the Seven 50. He believes in property rights. He said that by participating in this that maybe something will happen that is to the City's benefit.

Mr. Joseph Guffanti had some questions when this item was originally approved by the City Council. He was told that this item was approved at the August 16, 2010 City Council meeting.

Mrs. Camlor-Cutsaimanis clarified that the data room will become public.

Ms. Charlotte Mosink, 15th Avenue, commented that the elected officials have done a wonderful job in creating a beautiful community. She said that it can be taken away and she doesn't want to see that happen. She urged them to vote against the Seven 50.

Mr. Kramer made a motion to withdraw from the Seven 50. Mrs. Turner seconded the motion.

Mr. Kramer asked what was the motivation behind the Seven 50 group to include Indian River County.

Ms. Camlor-Cutsaimanis explained that there is nothing in the agreement that threatens to take property rights way. She said that Indian River County has been a part of the region for many years. The infrastructure system connects them from I-95 and the Turnpike.

She said that there are also organizations like the Indian River Citrus League and the State College that is here in Indian River County, as well as Martin County. She said that Indian River County is a part of the Treasure Coast region. A lot of the big issues that have to be addressed is the foremost reason to be a part of this effort.

Mr. Kramer asked if the City was valuable to the Seven 50 group.

Ms. Camlor-Cutsaimanis answered yes. She said that Indian River County has been involved with two very large regional efforts in the past.

Mrs. Turner asked how much of the \$5 million has been spent. She heard Ms. Camlor-Cutsaimanis say \$1.6 million has spent for the data base.

Ms. Camlor-Cutsaimanis reported that there have been other things done as well, like the transportation model, the seven counties map that shows the rise in sea level, and a number of other deliverables.

Mrs. Turner explained that her concern was that they are a member of a group and have received no information and she has not heard of any of the benefits for the City to be a part of this so why are they participating.

Mrs. Carroll commented that there have been no expenditures or requests from the group to utilize any expenditures and the City has not been asked to provide any services.

Ms. Camlor-Cutsaimanis said that she would be happy to make available the files of the different people from this area who have been involved with this.

Mrs. Carroll questioned if anyone from Council attended the meeting concerning this matter that was held in Indian River County. She didn't think anyone knew the meeting was taking place.

Mrs. Turner agreed if they are a member then they should be a vital part of the process and at this point they are not getting anything from it.

Ms. Camlor-Cutsaimanis thought that the City received invitations to the meeting. She apologized if they were not notified.

Mrs. Turner felt that they (the City) were not in the "loop." She moved to take a vote on the motion.

Mrs. Carroll showed a booklet containing the Constitution of the United States and all the States who determined what the Constitution was going to be. She said that the State of Rhode Island chose not to attend that convention and were not looked upon favorably by others. Also, the State of New York was not there. She said that if they don't participate and share ideas just like New York and Rhode Island did not, then they do not get a full seat at the table. She did some research on Agenda 21, which was brought up many years

ago and was non-binding regulations to combat poverty and to try to help the rest of the world. When the United Nations was started it was to help Europe. She does not believe that the United Nations and other organizations were looking at taking over the planet. She believes that there are a lot of people working hard to promote their own agendas. About five weeks ago a woman came to her office and began sharing with her some of this information that she had on Seven 50. Mrs. Carroll asked her where did she get this information, because she had never heard of any of this. She said that she was asked to speak on it because she is an elegant speaker. Mrs. Carroll did some research herself and when she did two names popped up - Mr. Glen Beck (wrote the book Agenda 21) and Ms. Rosa Coire (a residential appraiser). She felt that these two people were trying to sell their own books. She has heard people say that there may be a global agenda, but she can turn that around and say that it might be a commercial agenda. She is concerned that this City has designated this money and were not invited to the "table." She doesn't know whether the City should continue to contribute this money when they are not invited to the "table."

Mr. Winger stated that he was not fearful of this, but has trouble diverging from the County when they can help it. He has been contacted by many people concerning this topic and only two people that contacted him were in favor of it. He believes that his job is to do what his constituents want.

Mrs. Carroll asked Ms. Camlor-Cutsaimanis what is the policy if the City withdraws from being a part of this.

Ms. Camlor-Cutsaimanis explained that she offered the County different options before making their final decision to pull out. She said that they could be a chapter of Seven 50. She expressed that this is voluntary participation for everyone. She said that the County can walk away and not be held liable. They are not liable for the funds and that was made clear to them. She also offered the County to step back and be a partner member that requires no in-kind contributions. The County chose not to participate and they are not liable for anything. The Citrus League, Indian River State College, and the Community of Gifford have all asked to remain being a part of the Seven 50.

Mrs. Carroll had some concerns on how this would affect the Metropolitan Planning Organization (MPO).

Ms. Camlor-Cutsaimanis has been told that the MPO can continue to be a part of the Seven 50.

Mrs. Carroll wondered if the MPO, City of Gifford, Sebastian, and Fellsmere are still members and the City of Vero Beach chooses not to be how would that effect their regional planning.

Ms. Camlor-Cutsaimanis explained that these entities would be participating in the Seven 50 program. The City of Vero Beach may lose when applying for Federal grants because two points are given to entities that are a part of the Seven 50.

Mr. O'Connor was not aware of any Federal grants that the City would be applying for.

The motion passed 4-1 with Mrs. Carroll voting no to withdraw from the Seven 50 plan.

At this time, Council took a break and the meeting reconvened at 3:15 p.m.

D. Adoption of Consent Agenda

- 1. Regular City Council Minutes – December 4, 2012**
- 2. Special Call City Council Minutes – December 11, 2012**
- 3. Municipal Elections Agreement**
- 4. Lease Agreement with State Representative Debbie Mayfield**
- 5. Emergency Approval for Unit 5 Gas Turbine Generator – Extra Work Authorization #216506**
- 6. Utility Easement #2012-EG-0115 – 19th Street Group, LLC – 1800-1887 Old Dixie Highway – Block 1, Knight's Addition to Edgewood**
- 7. Utility Easements #2011-EG-0092, 2011-EG-0093 and Bill of Sale of Utility Facilities – McDonald's Corporation – 1925 US Hwy 1, SP10-000009**
- 8. Indian River Farms Water Control District Permits and Interlocal Agreements**
- 9. Final Payment for Power Plant Cooling Tower Work**
- 10. License Agreement #2012-LA-0205 – Don & Peggy Rosvold – 15 Marine Drive**
- 11. Agreement between City of Vero Beach and Coastal Florida Police Benevolent Association – Lieutenant's Agreement – October 1, 2012 – September 30, 2015**

Mr. Winger pulled items 2D-4), 2D-7) and 2D-8) off of the consent agenda.

Mrs. Carroll had a question with 2D-5) Emergency Approval for Unit 5 Gas Turbine Generator and asked why that was done.

Mr. O'Connor explained that was part of the overhaul for Units 2 and 5. He said that the City knew that there may be change orders associated with this project.

Mrs. Carroll asked if this was because when the machine was taken off-line and opened up that problems were found. Mr. O'Connor told her that was correct.

Mrs. Turner made a motion to adopt consent agenda items 2D-1), 2D-2), 2D-3), 2D-5), 2D-6), 2D-9), 2-D-10) and 2D-11). Mr. Winger seconded the motion and it passed unanimously.

2D-4) Lease Agreement with State Representative Debbie Mayfield

Mr. Winger had no problem with Representative Mayfield leasing offices in City Hall. However, he did have some concerns with the legislation that she has brought forward concerning the City water and sewer. She has brought forward legislation that will be harmful to the taxpayers and voters in the City of Vero Beach. If the Bill passes the City still owns the assets and has a territorial agreement. He preferred that their State Representative didn't have a specific piece of legislation that is harmful to the City.

Mrs. Carroll took offense to Mr. Winger's comments. She said that they could not hold their State Representative hostage for introducing legislation because the City does not like it.

Mrs. Carroll made a motion to approve the lease agreement.

Mr. Coment pointed out which version of the lease that Council was voting on.

Mrs. Turner seconded the motion and it passed unanimously.

2D-7) Utility Easements #2011-EG-0092, 2011-EG-0093 and Bill of Sale of Utility Facilities – McDonald's Corporation – 1925 US Hwy 1, SP10-000009

Mr. Winger asked Mr. O'Connor to explain items 2D-7) and 2D-8).

Mr. O'Connor explained that in item 2D-7) as part of McDonald's demolition of its existing restaurant and construction of a new restaurant, deeds of easement and a bill of sale for the water and sewer facilities were required to be granted to the City.

Mrs. Carroll made a motion to approve and accept conveyance of the Utility Easement and Bill of Sale for the water and sewer facilities. Mr. Kramer seconded the motion and it passed unanimously.

2D-8) Indian River Water Control District Permits and Interlocal Agreements

Mr. O'Connor explained that the Interlocal Agreements are with Indian River Farms Water Control District for the 2013 calendar year.

Mr. Kramer made a motion to approve the Indian River Water Control District Permits and Interlocal Agreements. Mrs. Turner seconded the motion and it passed unanimously.

3. PUBLIC HEARINGS

- A) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 58, Article II, Division 4, relating to the City of Vero Beach Police Officer's Retirement Fund; by amending Section 58-97 relating to Employee Contributions; Amending Section 58-98 relating to the definition of compensation; and amending Section 58-108 relating to**

Credited Service; Providing for Conflict and Severability; Providing for Codification; and Providing for an Effective Date. – Requested by the Police Pension Board

Mayor Fletcher read the Ordinance by title only.

Mr. O'Connor reported that by passing this Ordinance the Police Officers will be conforming to the new changes in their union contract.

Mr. Coment added that they postponed the hearing on this Ordinance because they were waiting for the impact statement, which showed that there will be a small savings.

Mayor Fletcher opened and closed the public hearing at 3:25 p.m., with no one wishing to be heard.

Mrs. Turner made a motion to adopt the Ordinance. Mrs. Carroll seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

B) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 62, Nonresidential Districts by Creating Article XIII, Ocean Drive/Cardinal Drive Commercial Overlay District; Providing for Development and Building Design Standards; Providing for Development Incentives; Providing for Conditions of Approval and Waivers from Use Requirements; Providing for Conflict and Severability; Providing for an Effective Date. – Requested by the Planning and Development Director

Mayor Fletcher read the Ordinance by title only.

Mr. Tim McGarry, Planning and Development Director, recalled that at the last meeting Council requested him to prepare an amendment to the Ordinance to allow four story buildings for hotel properties fronting along the east side of Ocean Drive. He needs to add some language in the Ordinance to accommodate the four stories. He also is working on an Ordinance to bring to Council that will give the Architectural Review Commission (ARC) authority to do reviews.

Mrs. Carroll noted what Mr. McGarry just said about four stories and questioned if the Vero Beach Hotel and Spa was allowed to operate their spa on the second story of their building. Mr. McGarry said there is no problem with that because it is an accessory to the hotel.

Mrs. Turner commented that this Ordinance has been imbedded thoroughly by the Planning and Zoning Board. They have talked about it at seven of their meetings.

Mr. McGarry added that a lot of input was given at the Planning and Zoning Board meetings.

Mr. Winger wasn't sure that they needed more regulations. He asked what happens if there is a hotel on Cardinal Drive.

Mr. McGarry told him that a hotel would not be allowed on Cardinal Drive.

Mayor Fletcher opened the public hearing at 3:32 p.m.

Mrs. Nancy Cook, former member of the Visioning Committee, expressed some changes that she would like to see made to the Ordinance. She asked Council to consider two things. She asked why does the City need to regulate what is inside of that 50 feet. She questioned why limit it to just hotels. If someone can do it financially then why should they be stopped. She also suggested that the ARC be an Advisory Body. She expressed that she doesn't want private property rights taken away and more regulations imposed.

Mrs. Carroll asked what would be the maximum number of floors that a property owner could have and still be at 35 feet. Mr. McGarry said probably four floors.

Mr. George Christopher, 945 Painted Bunting Lane, was at today's meeting as a member of the Indian River Neighborhood Association (IRNA). He said that IRNA supports this Ordinance and would urge Council to enact it.

Mayor Fletcher closed the public hearing at 3:40 p.m., with no one else wishing to be heard.

Mr. Kramer asked if this Ordinance does not pass could the Holiday Inn still move forward with their plans.

Mr. McGarry answered no. He said that older developments are constrained as to what they can do under the present Ordinance.

Mrs. Turner made a motion to hold the second public hearing on January 22, 2013 and approve the amendments as outlined by the Planning and Development Director. Mrs. Carroll seconded the motion.

Mayor Fletcher referred to page 3, where it discussed making findings and the ARC was given the authority to do that. He thought that would be a decision of the Planning and Zoning Board.

Mr. McGarry explained that both Boards will be involved. He said that the ARC will have control over the design and the code factors will go before the Planning and Zoning Board. He tried to define the two bodies so they did not cross each other. He said that all appeals will go to the City Council.

The motion passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

C) An Ordinance of the City of Vero Beach, Florida, Designating the Ocean Drive/Cardinal Drive Commercial Overlay District by amending the Official Zoning Map of the City of Vero Beach; Providing for Conflict and Severability; Providing for an Effective Date. – Requested by the Planning and Development Director

Mayor Fletcher read the Ordinance by title only. He opened and closed the public hearing at 3:45 p.m., with no one wishing to be heard.

Mrs. Turner made a motion to move the Ordinance to the second public hearing on January 22, 2013. Mr. Winger seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

D) An Ordinance of the City of Vero Beach, Florida, pertaining to the City of Vero Beach Electric Utility; Calling for a Binding Referendum to be held on Tuesday, March 12, 2013 to present a Ballot Question to the Electors of the City of Vero Beach on whether or not such Electors Approve of the Sale and Disposition of the City of Vero Beach Electric Utility and Substantially all of its assets for the purpose of exiting the Electric Utility Business; Providing for Conflict and Severability; and Providing for an Effective Date. – Requested by the City Council

Mayor Fletcher read the Ordinance by title only.

Mr. O'Connor reported that before them is the verbiage that will go on the ballot scheduled for March 12, 2013. He said that the Sales Agreement with FPL is contingent of the passing of this Ordinance.

Mayor Fletcher opened and closed the public hearing at 3:47 p.m., with no one wishing to be heard.

Mrs. Turner made a motion to approve the Ordinance. Mrs. Carroll seconded the motion.

Mr. Winger stated that the Executive Summary that Mr. Igoe went over this morning needs to be put on the City's website and made available to the public. He suggested some minor changes to the Executive Summary.

Mr. O'Connor had no problem with putting the Executive Summary on the website, but did not feel comfortable changing the document.

Mr. Winger asked how many pages was the lease part in the Sale Agreement. He wanted to see a summary sheet for the lease. He commented that there were major contingencies, like the FMPA issue, that are not in the summary.

Mrs. Turner recalled that Council has been provided with a list of organizations that have to give their approval on different things before the agreement is final. She suggested that the list be posted on the website.

Mr. Winger wants to see a one page financial on what will happen (expectations) to the City once the Power Plant is sold. He said that this needs to be made clear to the public. The question being asked is, are taxes going to be raised.

Mrs. Carroll suggested working on these documents at the workshop when they talk about the Sale Agreement with FPL.

Council agreed that would be the appropriate time.

Mr. Winger didn't think that they were looking at a huge tax increase. However, he still wanted to see these summary sheets done. He felt that having the public go through a lot of information (Sale Agreement document) is not advantageous.

Mayor Fletcher instructed the Clerk to put this on their workshop agenda.

Mr. Kramer stated that two words that trouble him in the document are "substantially similar."

Mr. O'Connor said that there may have to be some tweaking done to the agreement. He does not anticipate that the numbers will change.

Mrs. Turner requested that whatever changes are made to the document that they are brought forward to the Council and divulged to the public.

Mayor Fletcher added that he wanted any changes made to be underlined.

Mr. Winger brought up that he has some great concerns with moving the substation and switching gears across the street. He would like to have dialogue on where the transformers are. He expressed that the old Post Office site is prime property.

Mr. O'Connor felt that the substation could be moved within a block of the Power Plant. He said that they would have to purchase property in order for FPL to have a place to relocate the substation or give fee simple of where the substation is at now.

Mrs. Carroll noted that the substation foot print will not take over that entire site (old Post Office site).

Mr. O'Connor said that the acreage requirement is around four acres.

Mayor Fletcher commented that if they keep the substation where it is now they will have to have a referendum in order to do that and give FPL title to the property.

Mr. Coment noted that the entire Ordinance will be published in the Press Journal two times before the Election is held.

Mr. Winger asked when is the document going to go to FMPA.

Mr. O'Connor explained that it was in the process of being developed right now.

Mr. Winger wondered if they should give themselves an additional thirty-days before putting this item on the ballot.

Mrs. Carroll would rather continue on the time frame that they have been discussing.

Mr. Kramer did not like people voting on a document that can change.

The Clerk polled the Council and the motion passed 4-1 with Mr. Winger voting yes, Mr. Kramer no, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

A) A Resolution of the City Council of the City of Vero Beach, Florida, Granting a Non-Exclusive Franchise to Waste Pro of Florida, Inc. to provide roll-off container Solid Waste Collection and Disposal Services within the City of Vero Beach; Providing for an Effective Date. – Requested by the Public Work's Director

Mayor Fletcher read the Resolution by title only.

Mr. O'Connor reported that the approval of this franchise is done on an annual basis. He noted that there were seven different providers.

Mrs. Carroll requested that in the future that they approve all seven of the providers at the same time. She said that it would be nice if they could get them all on the same cycle. Mr. O'Connor said that he would do that.

Mrs. Turner asked if they obtain any revenue from these franchises.

Mr. O'Connor explained that they collect around \$15,000 and the money goes into the General Fund.

Mr. Kramer made a motion to approve the Resolution. Mr. Winger seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

B) A Resolution of the City Council of the City of Vero Beach, Florida, Establishing for Abatement of an Unsafe Building and Conditions, A Special Assessment Lien in the amount of \$7,408.81 against the Real Property

identified as Lot 14 and the East 15 Feet of Lot 13, Block D, Vero Pines #2, According to the Plat thereof recorded in Plat Book 5, Page 30, Public Records of Indian River County, Florida and with the address of 1445 20th Avenue in the City of Vero Beach, Indian River County, Florida. – Requested by the City Attorney

Mayor Fletcher read the Resolution by title only.

Mr. Coment gave Council a package showing the starting point of where the Building Official noticed the property owner and the work that was contracted. He said that the property owners were given time to repair the property, with help from the County, but that was never done so eventually the City ended up having to tear the house down. What they have in front of them is the actual cost of the demolition. He asked if the owner or representative for the property was at today's meeting to speak. No one came forward.

Mrs. Vock expressed that proper notice was given.

Mrs. Turner made a motion to approve the Resolution. Mayor Fletcher seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

C) A Resolution of the City Council of the City of Vero Beach, Florida, Adopting a Tobacco Usage Policy as part of the City of Vero Beach Personnel Rules; Providing for an Effective Date. – Requested by the Human Resource's Director

Mayor Fletcher read the Resolution by title only.

Mr. O'Connor reported that this new Tobacco Usage Policy will be put into the City Personnel Rules. This prohibits City employees from smoking in City vehicles and City buildings. Once the employees have read the policy they must return a signed acknowledgment that will be on file in the Human Resources Department.

Mrs. Carroll asked when this would take effect. Mr. O'Connor told her that if it passes today, then it will take effect today.

Mrs. Turner added that according to State law that no one is allowed to smoke 25 feet from a public building.

Mrs. Turner made a motion to approve the Resolution. Mrs. Carroll seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

D) A Resolution of the City Council of the City of Vero Beach, Florida, recognizing the Vero Beach Arts District; Providing for an Effective Date. – Requested by the City Council

Mayor Fletcher read the Resolution by title only.

Mr. McGarry recalled that MainStreet Downtown came to Council requesting that they designate an area downtown as the Vero Beach Arts District, which is what is before them today.

Mrs. Turner asked Mr. McGarry to summarize the significance of doing this.

Mr. McGarry said that it would help attract more tourists in the area and help with obtaining grants.

Ms. Kathleen Prouty, Downtown MainStreet Executive Director, explained that there are twelve galleries downtown now and on the map it shows that they went further North because art just does not include artists. It includes dance, historic nature, etc. She agreed with what Mr. McGarry had just said that once the City approves this Resolution that it will help them in getting more grant money.

Mrs. Turner asked if the old Diesel Plant was included in this district.

Ms. Prouty answered yes. She said that is why the map looks the way that it does.

Mrs. Carroll asked Mr. McGarry if he was concerned about any costs being borne by the City in doing this.

Mr. McGarry said not at this time. He said in the future there may be some costs for some signs that will need to be made.

Mrs. Prouty stated that there will be four new signs put up and she explained where the signs would be located.

Mr. Kramer made a motion to approve the Resolution. Mrs. Turner seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS THAT REQUIRE A FUTURE PUBLIC HEARING

A) An Ordinance of the City of Vero Beach, Florida, relating to Code Enforcement Procedures; Amending Article VII, Code Enforcement, of Chapter 2, Administration, of the Code of the City of Vero Beach; Providing for Clarification and Establishing Procedures for Processing Requests for Code Enforcement Lien Reductions; Providing for Conflict and Severability;

Providing for Transition and Codification; Providing for an Effective Date. – Requested by City Council

Mayor Fletcher read the Ordinance by title only.

Mr. Kramer explained that this was being done so that they would have a policy in place to help Council in handling lien reductions that come before them.

Mr. Coment explained how the process would work. He said that a person makes an application and gives the reason why they feel the lien should be reduced and a recommendation comes back to the Council. At the same time he made some other changes to the Code Enforcement Ordinance.

Mrs. Carroll asked if the Code Enforcement Board has approved this Ordinance. Mr. Coment said that the Code Enforcement Board will be reviewing the Ordinance at their meeting tomorrow.

Mr. Fletcher referred to page 13, where it states that the officer should specify the date the correction has been made (he read the paragraph). He asked what could be uncorrectable.

Mr. Coment gave an example that a correctible violation would be to mow grass that has overgrown and an uncorrectable violation would be if someone was cited for a noise violation.

Mayor Fletcher then referred to page 31 (d) unpaid penalties and cost. He wasn't aware that a lien could be placed on someone's property other than where the violation occurred.

Mr. Coment explained that anytime there is a recorded lien the judgment lien applies to anything that person owns. He said a lien would not be attached to homestead property.

Mr. Kramer made a motion to approve the Ordinance on first reading and to hold the public hearing on January 22, 2013. Mr. Winger seconded the motion and it passed 5-0 with Mr. Winger voting yes, Mr. Kramer yes, Mrs. Turner yes, Mrs. Carroll yes, and Mayor Fletcher yes.

6. CITY CLERK'S MATTERS

A) Mr. Kenneth Weiss to ask Council for a reduction in a Code Enforcement Board lien.

Mr. Kenneth Weiss, Manager of KDW Partners, West Palm Beach, was at today's meeting to ask Council for a reduction in a Code Enforcement Board lien. He is referring to the property located at 2715 Atlantic Boulevard. There was a lien placed on the property on August 24, 2011 to the owner of the property for failure to maintain the

property (grass cutting). He said for the record he was not contesting the right of the City to have issued the violation, nor do they contest the City's right to charge a penalty of \$50.00 a day commencing on August 24, 2011 and ending on May 22, 2012. According to the notice he received from the Deputy City Clerk the total owed is \$13,900.00, which includes all costs and fees. He said that what he is contesting is the fairness of the charges in lack of notification to the lender by the City regarding this violation. The lender assumed that the City notified the owner of the property in order to rectify the situation. However, the owner of the property apparently failed after notification to fix the violations and therefore the City was in its right to place a lien on the property. Unfortunately, the lender was not notified. His firm did not find out about this until foreclosure action was filed on November 21, 2011. When they found out that there was a lien on the property they notified the City that they were foreclosing on the property and they were told that the City is entitled to be paid. He said if the lender was notified prior to the foreclosure they could have had the property cleaned up and made sure that it stayed that way. On January 31, 2012 the borrower of the property filed for bankruptcy, but the City continued to charge \$50.00 a day as a penalty for the violation. On July 25, 2012 the lender took back the property and part of their normal procedures were to clean up the property and get it ready for sale and the violations ceased on May 22, 2012. The problem in this case is the lack of lender notification. Mr. Weiss explained that as a lender they are prohibited from entering the property if it is in foreclosure and bankruptcy. He said that with the property owner being in foreclosure and bankruptcy it made their job much more difficult in obtaining title to the property. His firm disagrees with the amount being charged, but does agree that there should be some reimbursement back to the City because of all they have gone through with this property. They believed that once the foreclosure had been filed that there would have been a succession of charges for the violation of the property. They would like to settle this matter and agree to pay a fine based on a reduction of percentage of the outstanding violation in the amount of \$13,900.00.

Mrs. Carroll asked if they contact the lender if someone has a lien on their property and does not pay.

Mr. Coment stated that the laws say that there is no obligation to notify the lender.

Mrs. Carroll asked if there was any way that the City would know about the bankruptcy.

Mr. Coment said no. He said at the time this was occurring there was no bankruptcy. The Code Enforcement Officers are diligent about finding out who to notice on a violation and if they knew about a bankruptcy then the Code Enforcement Board would have been told. He said that if the property was foreclosed on after the date of the final order the Code Enforcement Officer would never have known about it. However, if the Code Enforcement Officer knows about a foreclosure he will typically send notice to the Bank because the whole point of the process is to get compliance. He said that there probably was a lag in time in between the time the Code Enforcement Board's order was recorded and the foreclosure.

Mrs. Turner asked what the date of the foreclosure was.

Mr. Weiss answered November 21, 2011.

Mr. Coment explained that November 21, 2011 was the date that the Code Enforcement Board's first order was recorded.

Mrs. Turner asked Mr. Weiss that once the property went into foreclosure then they could not enter the property. Mr. Weiss told her that was correct. Mrs. Turner asked when was the bankruptcy. Mr. Weiss said January 2012.

Mr. Coment wanted Council to keep in mind that bankruptcy has nothing to do with this. He said that this is a violation of the code, and not a debt.

Mrs. Carroll commented that based on the new Code Enforcement policy do they touch on this issue within the policies on how to handle it.

Mr. Coment said that they should consider the criteria that is in the new policy.

Mr. Weiss noted that the property has been sold and the money has been escrowed until this matter has been resolved.

Mr. Coment explained that the property could be sold contingent to paying off these outstanding liens.

Mayor Fletcher asked the City Manager for his input.

Mr. O'Connor asked Council to defer this matter until their next meeting giving himself and Mr. McGarry time to review the documents.

7. CITY MANAGER'S MATTERS

A) Discussion of Asset Purchase and Sale Agreement between the City of Vero Beach and Florida Power & Light Company

Mrs. Vock announced that the Utilities Commission would be meeting on January 29th at 10:00 a.m. to discuss the Sale Agreement with FPL. The Finance Commission would be meeting on January 31st at 2:00 p.m. to discuss the same agreement. Then on February 12, 2013 at 9:30 a.m. the City Council will hold a Special Call meeting to review the document. Mr. Igoe (or his agent) will be present for the Special Call meeting.

B) Award of Contract to Gomez and Son Fence Company to Construct Security Fence Improvements (Bid No. 350-12-CSS)

Mr. Eric Menger, Airport Director, reported that due to low bids on the construction of the Operations Facility and Hangars, staff approached FDOT about converting the

overage of State money into a needed security fence project and they agreed as long as the money was converted by June 20, 2012. On June 19, 2012, City Council accepted a Supplemental Joint Participation Agreement with FDOT to convert \$500,000 of the money from the Operations Facility and Hangars project into a 100% Security Fence Improvement portion of the project. The low bidder meets all requirements of the bid and staff has completed reference checks with no negative responses.

Mr. Winger made a motion to award the contract to Gomez & Son Fence Company in the amount of \$371,274.50. Mrs. Carroll seconded the motion and it passed unanimously.

Mrs. Carroll reported that at their next Council meeting she will be bringing forward a Resolution that the Treasure Coast Council of Local Governments is in favor of passing regarding texting while driving.

Mrs. Carroll brought up the recent discussions with the Go-line transit hub. She said it looks like the County would like to leave the hub where it is now, but that is against City zoning requirements.

Mr. O'Connor said that was correct. He said that Go-line would not be able to construct any permanent facilities at that location. The Planning and Development Director has met with County staff to explain the zoning code and they understand what can and cannot be done at this site.

Mrs. Carroll suggested that they, as a City, listen to the plea of the neighborhood and that the hub be moved. She said that a determination may need to be made that the site is not appropriate and Go-line will need to find another location. Mr. O'Connor said that he would work with Mr. Coment and Mr. McGarry on this.

Mrs. Carroll asked if there has been any word on the dune restoration (damages occurred because of hurricane Sandy).

Mr. O'Connor said that they are presently getting estimates and then will go out to bid to get the necessary work completed.

Mr. Winger reported that they (Mr. O'Connor and himself) went before the Beach and Shores Commission and made an appeal to them and they agreed that if there was any money available that it be used for their dunes.

Mrs. Carroll commented that the percentage of tourism dollars has risen from 51% to 56%.

Mr. Kramer wondered if someone is violating their zoning codes (referring to the location where the Go-line bus hub is located) when does the City start issuing citations. Mr. O'Connor said that citations can be issued once the City knows they are on solid ground.

Mr. Winger asked Mr. O'Connor if he knows when Mr. Rocky Joyner will be making a presentation to them. Mr. O'Connor reported that they are trying to get Mr. Joyner to give a presentation to the Finance Commission at one of their meetings in January and then he plans to have Mr. Joyner give a presentation to Council at their February 5th Council meeting.

8. CITY ATTORNEY'S MATTERS

None

9. CITY COUNCIL MATTERS

A. Old Business

B. New Business

1. Discussion of the Seven/Fifty (7/50) Project – Requested by Mayor Craig Fletcher

This item was discussed earlier in the meeting.

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. Mayor Craig Fletcher's Matters

- 1. Correspondence**
- 2. Committee Reports**
- 3. Comments**

Mayor Fletcher reported that at the last Treasure Coast Regional Planning Council meeting that he attended they talked about trains going back and forth throughout the region. This is in the medium planning stages and he will keep Council up dated on it.

B. Vice Mayor Tracy Carroll's Matters

- 1. Correspondence**
- 2. Committee Reports**
- 3. Comments**

Mrs. Carroll held up the recent City of Vero Beach Recreation Department program book that has the schedule of all of the events that are held at the different recreation facilities. She told the public where they can get copies of the program book.

C. Councilmember Pilar Turner's Matters

- 1. Correspondence**
- 2. Committee Reports**
- 3. Comments**

Mrs. Turner attended a Treasure Coast Regional League of Cities meeting, an FMPA Board of Directors meeting, and an event with the Ocean Research Conservation where students from the Charter High School were doing testing of the lagoon. She encouraged the Council to attend the Florida League of Cities Human Resources and Labor Relations seminar (information on file in the City Clerk's office). She said that she was planning on attending. Mrs. Turner reported that The Vero Beach Sports Village has been hosting different swim teams.

D. Councilmember Jay Kramer's Matters

- 1. Correspondence**
- 2. Committee Reports**
- 3. Comments**

Mr. Kramer attended an open house at the Exchange Castle. He hopes that they will be able to display flags at City Hall. He also attended the Senior Holiday event put on by the Recreation Department and the Legislative Delegation meeting that was held in the Council Chambers.

E. Councilmember Dick Winger's Matters

- 1. Correspondence**
- 2. Committee Reports**
- 3. Comments**

Mr. Winger had nothing to report.

Mr. O'Connor mentioned that the Recreation Department will have vacated the Recreation Administration building by the end of the month. He said that they will be relocating to a space at the Vero Beach Sports Village.

11. ADJOURNMENT

Today's meeting adjourned at 4:53 p.m.

/tv