

**CITY OF VERO BEACH, FLORIDA  
MARCH 15, 2022 9:00 A.M.  
REGULAR CITY COUNCIL MINUTES  
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

**1. CALL TO ORDER**

**A. Pledge of Allegiance**

Mayor Brackett led the City Council and the audience in the Pledge of Allegiance to the flag.

**B. Roll Call**

Mayor Robbie Brackett, present; Vice Mayor Rey Neville, present; Councilmember Honey Minuse, present; Councilmember Bob McCabe, present; and Councilmember John Cotugno, present **Also Present:** Monte Falls, City Manager; John Turner, City Attorney and Tammy Bursick, City Clerk

**2. PRELIMINARY MATTERS**

**A. Approval of Minutes**

**1. Regular City Council Minutes – March 1, 2022**

**Vice Mayor Neville made a motion to approve the minutes. Mrs. Minuse seconded the motion and it passed unanimously.**

**A. Agenda Additions, Deletions, and Adoption.**

Vice Mayor Neville pulled item 3-C) off of the consent agenda.

Mrs. Minuse pulled item 3-D) off of the consent agenda.

Mr. John Turner, City Attorney, requested that item 10-C) “Wrap-up of Legislative Matters” be added to the agenda under City Attorney Matters.

Mayor Brackett requested moving items 9-A) and 10-A) up on the agenda and heard before public hearings are heard.

**Mr. McCabe made a motion to adopt the agenda as amended. Mrs. Minuse seconded the motion and it passed unanimously.**

**B. Proclamations and recognitions by Council.**

**1) National Safe Boating Week – May 21-27, 2022**

Vice Mayor Neville read the Proclamation.

**2) Recognize that the City of Vero Beach was presented with the Florida Friendly Landscaping Program Award**

Mayor Brackett recognized the City in receiving the Florida Friendly Landscaping Program Award.

**3) Certificate of Achievement for Excellence in Financial Reporting**

Mayor Brackett recognized Ms. Cindy Lawson, Finance Director, in achieving the Excellence in Financing Reporting Certificate.

**3. CONSENT AGENDA (include amount of expense)**

**A) Approve Purchase of 2 – 2023 Ford F-750 Trucks for a Total Price of \$151,487.00**

**B) Youth Sailing Foundation of Indian River County, Inc. Renewal of License Agreement**

**C) Beach Lifeguard Towers (Jaycee and South) - \$142,568.00**

Vice Mayor Neville commented that with this item they are talking about replacing their lifeguard stands. He went out to take a look at them and also went on-line and it turns out there is only one (1) company that makes fiberglass lifeguard stands. He said in this environment that probably is the best material to use as opposed to metal or wood. He said the company states that these lifeguard stations should last for two (2) decades and their present lifeguard stands are not two (2) decades old. He asked Mr. Falls if he would make sure that there was some sort of warranty associated with this. He also noted that these lifeguard stands are not cheap. He said they cost around \$70,000 each. He said the structure where the fiberglass unit is placed is still sound in his judgement. He said for an expenditure of \$140,000 for two (2) of these lifeguard stands it might be possible to have someone locally who is in the fiberglass business who maybe could do it for less money and keep some of their local people employed. He asked that they evaluate these things.

Mr. Monte Falls, City Manager, mentioned that these two (2) lifeguard towers were presented in the budget last year. He understands that Vice Mayor Neville looked at the lifeguard stands yesterday with the Recreation Director. He said that he is not opposed to contacting the company to see if they have a rehabilitation process that they could perform and he will bring this back at a future meeting.

**D) MOL and Lease Agreement between City of Vero Beach and Dyer Partners III, LLC**

Mrs. Minuse complimented the City Attorney in drafting this complicated lease agreement with Dyer Partners. She referred to the site plan and said that there is an area that will be for drainage. She is concerned about how this drainage easement is going to work.

Mr. Todd Scher, Airport Director, stated that wildlife is a concern of the Airport and it is something that they take into account any time they do a project at the Airport. The Federal Aviation Administration (FAA) has accepted dry retention, which this is as an acceptable means of complying with the local and state departments for stormwater treatment. He said every facility at the Airport has some form of this dry retention. The area that they are talking about has been in existence for maybe 10 to 12 years now, so they are not making anything new, but just formalizing who is responsible for portions of that existing drainage.

Mr. Falls added that dry retention doesn't mean that it is always dry. He said it means it is dry most of the time. He said this was a complicated lease that one (1) tenant had for many years and the leasehold was split for a parcel that wasn't being used and then have another tenant at the Airport who will be constructing a hangar soon.

Mr. Turner appreciated the hard work of the Airport staff in moving this project along.

**Mr. McCabe made a motion to approve the lease agreement between the City of Vero Beach and Dyer Partners. Mr. Cotugno seconded the motion and it passed unanimously.**

- E) Amendment to FBO Lease Agreement between the City of Vero Beach and Continental Jet Aviation, Inc.**
- F) On Airport Lease and ARFF Agreement between the City of Vero Beach and Indian River County Emergency Services District**

**Mr. McCabe made a motion to approve items 3-A), 3-B), 3-E) and 3-F). Vice Mayor Neville seconded the motion and it passed unanimously.**

**Item Moved Up on the Agenda -  
9-A) Management Agreement for Riverside Tennis Complex with USTA Florida**

Mr. Falls commented that the City is always looking at ways to better themselves on the way they do things. They try to find ways to increase the utilization of properties that they have. They recently were contacted by the United States Tennis Association (USTA) to manage the Riverside Tennis facility and have had some preliminary discussions with USTA. The Recreation Commission voted unanimously to move forward with this process. If Council is interested in doing this then staff would bring back a contract with USTA to operate the tennis complex.

Mayor Brackett asked Council if they were interested in working on this project.

Mrs. Minuse read into the record two (2) letters that she received. The first letter was from Ms. Laura Bowen, Executive Director of USTA Florida, asking that a Town Hall meeting be held to answer questions that the public might have regarding them partnering with the City of Vero Beach. The second letter was from Ms. Lynn Southerly, Executive Director for the Mardy Fish Children's Foundation, who agreed with tabling this discussion and having a Town Hall meeting to discuss partnering with USTA (both letters on file in the City Clerk's office).

Vice Mayor Neville commented that they are looking at the framework being proposed by USTA. He said it is not like a lease that they have with the Dog Park organization.

Mr. Falls agreed that they would negotiate all of USTA's responsibilities in the contract and reiterated that they have had preliminary discussions with USTA. He said that USTA has similar agreements in place with three (3) Florida municipalities that include Cocoa Beach, Ft. Walton Beach and Gainesville. He said there would be an opportunity to get grant money for some of the things that need to be done at the tennis facility. Also, USTA would be able to staff the hours that the City is not able to and offer more tennis to youths.

Vice Mayor Neville questioned when is staff unable to cover the tennis courts.

Mr. Falls said it was in the afternoon hours.

Mayor Brackett brought up that the tennis instruction that they offer now would be eliminated from the facility.

Mr. Falls explained that could be worked out by contract, but that person would become an employee of USTA and all parties would need to be open to that.

Mr. McCabe thanked the Recreation Department and City Manager for bringing this forward. He said that it is nice to see what their different options are. He spent many years as a consultant and was in agreement with tabling this matter until a USTA Representative was present to answer questions. He does not have an opinion at this point.

Mrs. Minuse said that makes sense to her.

Mr. Cotugno commented that a lot of people showed up at today's meeting because this item was on the agenda. He said whether Council agrees with them or not they have the right to be heard and state their opinions on record. He understands that USTA is not at the meeting because of scheduling conflicts, however the stakeholders are here to say what they want to say. Then when USTA can be present they can arrange another meeting. What the City Council does is try to improve the quality of life for their citizens the best that they can. He is happy that USTA wants to have public forums to explain the situation and any misinformation can be clarified. He would like to have dialogue with the people who came here today and then the next step would be to have USTA come to a meeting in an open forum.

Mayor Brackett asked do they want to discuss this today or at a workshop with USTA.

Mr. Cotugno suggested hearing the individuals at the meeting today and then later on down the road having a workshop with USTA.

Mayor Brackett commented that his general thought process is turning over every rock and looking at better ways to do things and save money. He looked at the financials in this matter and they would have an increase in revenue of about \$40,000, which does not outweigh all of the emails that they have received from citizens who are not in favor of doing this. He feels the public has spoken and they don't want USTA here. However, he is still willing to have a meeting with USTA to hear their thoughts. He mentioned all the money that the City recently spent on renovating the tennis courts. He said that it is a beautiful facility provided to the stakeholders and his general thought is to keep things the way they are. He opened the meeting up for public comments on the tennis courts and USTA.

Mrs. Carla Prendamano felt that the Recreation Director has not done his due diligence in this matter. She said if it is not broken why fix it. She said that everyone loves the Park the way it is. She knows that the surrounding cities who have USTA are not happy with them. She said they don't want to become like Dade County.

Mr. Falls commented that the Recreation Director talked with the different cities that contract with USTA and none of the cities expressed anything negative towards USTA.

Mr. Leonard Markir noted that on March 8<sup>th</sup> the Recreation Commission met and USTA was discussed and a lot of people spoke at the meeting. He heard the Recreation Director say that he was coming to the City Council for guidance in moving forward. Now they are looking at an agenda item where they were discussing a proposal from USTA. The point is on March 4<sup>th</sup> (date of the memo) the Recreation Director decided to move forward and throw the Recreation Commission under the bus. He has some concerns that the Recreation Director did not tell the Recreation Commission at their March 8<sup>th</sup> meeting that he was moving forward with this. There were some Councilmembers in the audience who also did not say anything about moving forward on this. He recognizes that the Recreation Commission is an advisory committee, but wondered if it was worth the time that the members spend on different items if they as a committee are not being kept in the loop.

Mayor Brackett made it clear that this is the first time that Council has ever discussed this issue. The first time he heard about it was when Mrs. Prendamano called to talk to him. Their last Council meeting was on March 1<sup>st</sup> and this was not discussed at that meeting.

Mrs. Minuse referred back to the January 11<sup>th</sup> Recreation Commission minutes where a motion was made and seconded to move forward with the negotiations with USTA. The motion passed unanimously.

Mr. Markir wondered where the Recreation Commission was at in this process and if the lease agreement will go back to the City Council.

Mayor Brackett said that the Council hasn't decided anything at this point.

Mr. Falls stated that staff has been transparent through the whole process. They just want direction from the Council if they want them to proceed so they don't waste any more of USTA's time and staff's time.

Mr. Markir said all he is asking is whether or not the Recreation Commission is going to be in the loop because it doesn't sound that way. He has not heard any indication that the Recreation Commission is going to be reviewing this and making an evaluation and giving Council a recommendation.

Mr. Falls stated that if the City Council wants the Recreation Commission to move outside of their authority and help negotiate a contract then they will need to tell him that. He read the duties of the Recreation Commission, which is to advise the City Council regarding the leisure needs and the interest of the citizens in its advisory capacity. The Commission shall conduct open meetings as a means of identifying and making recommendations to the City Council concerning extensive programming of usage of Parks managed by the Recreation Department. He said if the City Council directs him to have the Recreation Commission assist in contract negotiations he would be happy to do that.

Mr. Markir said if they decide that the Recreation Commission does not need to be party to this even though they started it that is fine, but the Recreation Commission should have been told that.

Mayor Brackett added that the guidelines of the Recreation Commission are to advise and make recommendations to Council. He said that negotiations are handled by staff.

Mr. Markir said that he misunderstood that. He heard Mr. O'Connell tell the Recreation Commission that he was going to go and negotiate the deal/contract and then come back to the Commission to move it forward.

Mr. Steve Newman said at the Recreation Commission meeting when this was discussed there were three (3) Councilmembers present. At the Recreation Commission meeting a couple of the Recreation Commission members asked if there was a proposal and the Recreation Director stated that there was not and he would bring it to the Recreation Commission when there was one (1). He said in fact there was and it was sent to the City Manager on March 2<sup>nd</sup>, which was six (6) days before the Recreation Commission meeting took place. He said then the City Council received the proposal on March 4<sup>th</sup>, which was four (4) days before the Recreation Commission meeting. He believes that the Recreation Director lied to the Recreation Commission because he didn't want to share the proposal with them and that is something that they should be worried about. He used to be the first deputy comptroller of the City of New York and if this had happened in New York City it would have been turned over to the Department of Investigations to look into what was the relationship between the Recreation Director and USTA to get him to lie to the Recreation Commission. He said that people who teach tennis players now at Riverside Park will not

get hired by USTA because they are not certified by USTA. He referred to the letters that Council has received not wanting USTA to take over. He said the staff at Riverside Park is great. He noted that the City charges more than a lot of other communities to allow people to play on the tennis courts. He felt that things were working well and there was no reason to change them. There is nothing that USTA could do that could not be done by the Recreation Department. He said when this first began some of the present tennis players asked to have an advisory committee of tennis players selected to participate in the process. They were the one (1) group of stakeholders that were not included and they asked twice to do this.

Mr. Falls stated that the City is not trying to force USTA on anyone. He said for someone to come up to the podium and say that staff lied, he takes offense to. He said what the City Council received (backup material) is not a proposal. It is an outline of discussions that they have had with USTA and they are merely coming before Council today asking if they want to continue those discussions or not.

Mr. Allen Mignolet, who owns the Twin Oaks Tennis Club, requested to speak. He said that he has experience in running tennis organizations. There have been people who have contacted him and wanted his opinion. Everyone is here to help the residents of the City. They have a beautiful complex and a good staff. He is not against USTA and he used to run tournaments with them. He just asked what they thought USTA could do differently that they (City) cannot do in-house. He said if the idea is to help underserved children then there is a misunderstanding. He said that there are two (2) foundations in Town who are active in providing tennis lessons, etc., to those in need. He said the empty time on the courts is because kids are in school and it is too hot. He said most people are happy with the way things are and don't want to see them change. He said they also like staff.

Ms. Holly (last name not given) asked them to think about how this will affect their City. It will bring more cars in the area, which means more traffic and they will have to widen the roads. It will ruin the flavor of their Town. She said USTA is coming here for money.

Ms. Mike Gibbons commented that she has no opinion about USTA because they have no details or facts. There is an uninformed opinion being expressed here. She did mention that there were only six (6) out of the 10 courts that have been resurfaced. She said that USTA could come in and resurface the courts at their expense. She brought up the Marty Fish Foundation and what they do to help children in this area. She said there might be better maintenance than what they have now. The City Council has an obligation for the highest and best use of their assets. She said maybe the level of tennis might improve if USTA takes over, but she doesn't know what the facts are. She said sometimes there are more important things than just money so she would like to hear what USTA has to say.

Mrs. Minuse expressed that the Marty Fish Foundation is working with USTA and are supportive of what USTA wants to do.

Ms. Gibbons asked what would happen to the agreement that the City has with St. Edwards School to use the courts. She wasn't sure how USTA would handle that.

Vice Mayor Neville understood that USTA has indicated that the contract that the City has with St. Edward's School would continue.

Mr. Ken Daige stated that the neighbors are not happy about USTA coming to Vero. There is some confusion about how the paperwork came in. He said that money keeps coming in through the budget to keep the operation going. There are good people who work there and now they won't have their jobs any more. He has heard that some of the people that work for USTA have high salaries, which are huge for a nonprofit organization. He agreed with having a workshop for the people to come back and have their voices heard.

A gentleman from Canada (name was not clear) spoke who said that he loves to play tennis at Riverside Park and they may be in trouble when USTA comes here.

Mr. Michael Dyer, husband of an employee who works for the City Recreation Department, referred to a memorandum dated March 2<sup>nd</sup> titled "Management Agreement for Riverside Tennis Complex with USTA-Florida." He said that transparency must be met and complied with. His wife "Gabby" has been an ambassador for the community for the last 22 years. He said the stakeholders need to speak up. He felt that Council needed to represent the people and not a 501 (c) (3) organization that takes income from public property. They need to think about ad valorem taxes when cutting out someone's salary. The people in this community have spoken and Council should listen to them. He said lets invite USTA to come with open arms and find out what they are proposing. He said before entering into a contract that they need to test the waters. He said that USTA grows tennis and are here for the money. He went over the membership fees that the other municipalities who lease to USTA charge and they are higher than what the City's fees are.

Mr. Falls had a hard time reading the document that Mr. Dyer showed, but referred to the backup material provided to the City Council where the document was a part of. He said they are not trying to hide anything.

Mrs. Lamar Notargiacomo commented that they are doing the same thing that they do every meeting and that is stripping the public of their assets. She reminded them that the citizens are the stakeholders of Indian River County. She recalls that every candidate that runs for City Council seems to run on the platform to keep Vero/Vero. When she moved to Vero Beach the one thing that appealed to her most was Riverside Park.

Mayor Brackett wanted to make it clear for the record that the \$21 million left over from the sale of the utilities has not been touched. He was referring to some rumors that have been in the social media that have not been correct.

Vice Mayor Neville looked at the petition presented to them this morning and was impressed at the number of people who play tennis at Riverside Park. He said that this City Council is very much in favor of doing their research before making any decisions.

Mr. McCabe has heard from this meeting that there will need to be deeper discussions on the tennis courts when budget hearings come up this summer.

Mrs. Minuse was in favor of having a workshop so the community understands exactly what is going on. She said they need to deal with the facts and not fear.

Mayor Brackett stated that he was not in favor of letting staff spend more time on an issue that the community has voiced their opinion on so heavily. However, if it is the pleasure of Council to move forward with a workshop then they will.

Mr. Falls asked for some direction from Council. He questioned if they are going to have a public workshop do they want to have the details of the contract worked out so that can be discussed or just have an open forum first.

Mr. Cotugno commented that they need to understand what USTA's proposal is. He said what they have from them now is just a review of what they do and how they do it. He asked if they are going to provide what they do and how they do it can it be in a bullet format rather than a formal contract.

Vice Mayor Neville agreed that what they were looking for is the framework of having them here, but not necessarily a contract.

Mr. Cotugno said the "who, what, when and how" need to be in a bullet format so the stakeholders can see it and make their comments and then they will have a workshop based on that.

Vice Mayor Neville noted that Charles Park has two (2) courts that have been recently resurfaced. He questioned how much the courts get used.

Mr. Falls said that Charles Park tennis courts is not integrated into the Riverside tennis courts, but are used on a first come, first play basis.

**Item moved up on the Agenda -  
10-A) City-owned Submerged Lands – including the canals at Vero Isles**

Mr. Turner stated that discussion of the City-owned submerged lands is before the City Council again to review the present procedures used for the Vero Isles community for issuing dock permits and issuing a license agreement upon application of homeowners for construction or improvements of docks. He reported that the City has been approached by legal counsel representing several property owners in Vero Isles to see if the City could streamline the system and make it more palatable for property owners to improve their properties for people who own docks. Staff looked into this and it occurred to them that the City's interest was not always protected by the license agreements because they did not vest the property owner with the appropriate property interest in the location for their docks, which would allow the property owners to obtain insurance to protect the City's interest. Staff looked at ways to obtain that goal, which is to protect the City's exposure

for claims. He reported that Vero Isles has an informal Homeowners Association, which makes this more complicated. Staff proposed three (3) options to all parties involved. The first option was to continue the same system that no one was happy with. The second option was to abandon the City's interest in the canals, which would mean that the property owners would have ownership of the submerged land where the docks would be located noting that the middle portion of the canals would remain open to the public for public use and enjoyment. He said that option seemed to satisfy a lot of concerns of the property owners, however there were other concerns, such as taxes being increased now that they own part of submerged land. The third option was to have a long term lease agreement with each property owner that would go with the land so the property owners could obtain insurance, which would then protect the City's interest. Staff has drafted a lease agreement with an Ordinance that would need to be adopted if that is the procedure that City Council chooses. He explained that the lease would replace the existing license agreements. The property owners would pay for filing of the lease, which the cost would be less than \$25.00 and there would not be an annual fee. He noted that this would be a long term lease. If this is the desire of the City Council, staff will formalize these documents (the lease and the Ordinance) and bring them back before City Council for first reading.

Mayor Brackett said that he looked through the information and asked if they could make the lease shorter. He said the lease is seven (7) pages long. He said that he would like to have the lease very simple for the homeowners to understand.

Mr. Turner said that he would see what language they could take out.

Vice Mayor Neville felt this was a good compromise from all the alternatives looked at and supported this.

Mrs. Meg Peterson read a prepared statement. She said the City has known for years that the licenses were problematic. About 15-months ago the City proposed abandonment as an alternative to the licenses. Abandonment was repeatedly mentioned in the public and private settings for almost an entire year, which sounded like a good solution. She said draft lease terms were never presented before now. She said the City repeatedly asked the residents of Vero Isles for their feedback before moving forward. The residents did what was asked by conducting a poll at their own expense. The City Council was given a copy of the poll results, which shows that the majority of the residents overwhelmingly favored abandonment. She said that turned out to be a waste of time and money. At the October 19, 2021, City Council meeting City officials announced that staff never looked at the plats of Vero Isles prior to proposing abandonment. It was discovered that the City's abandonment proposal would not work as easily as they thought. She said that she was in shock that during all the time the City discussed abandonment as a solution that no one ever looked into whether it was a feasible solution. Now they are back to where they started. She said the draft lease is the old license agreement that has the term "license" replaced with the term "lease" and with some of the more problematic provisions deleted. She said that she is frustrated that this has taken over two (2) years to reach a solution. This has been an incredible waste of time. She said it is her understanding that the draft

Ordinance with the proposed lease would need to be passed before the lease could be used. She asked if there was a similar Ordinance with the license that is being repealed.

Mr. Turner explained that the proposed Ordinance has provisions, as well as a lease that would be adopted, which would be revoking and cancelling the licenses. He said staff is working with their counsel so he could not work directly with the residents. He has to go through their counsel to address this. He said that staff does accept all the input from all parties involved and then will try to craft a result that would work in the best interest of the City.

Mr. Joseph Guffanti asked when someone comes to speak before the City Council, does the City Council want to know that they are a resident of the City of Vero Beach.

Mayor Brackett answered no, they do not ask for that specific information.

Mr. Guffanti asked then why do people give that information. He questioned so there is no obligation for him to give his specific address. He was told no. He questioned since when.

Mayor Brackett said that he has not required it since he has been Mayor.

Mr. Guffanti asked since he has been Mayor he has never asked anyone.

Mayor Brackett said that he has never asked anyone to give their address.

Mr. Doug Vitunac said that he is the attorney representing Mr. Steve Fisher and the Petersons' who are residents of Vero Isles. He said for over 50-years when people purchased waterfront property in Vero Isles and wanted to put in a dock they went through the City permitting process and built their docks. As far as he knows there was never any problem to get insurance or liability claims against the City. For 50-years there were never any claims of people using their docks for commercial uses. Then at some point someone from the City questioned, because the City owns the bottom of the canal, could the City be sued if someone gets hurt. He said the solution to this whole thing is to eliminate the license requirement and if the City is worried about it then get insurance. He said to eliminate this whole issue, which would be 100% approved by the residents of Vero Isles.

Mayor Brackett asked Mr. Vitunac if he was stating that if he was their counsel that he would recommend that they ignore the liability.

Mr. Vitunac said absolutely. He said for the City to just get insurance. The problem with leases is that they expire. He said if the policy had been changed to require license agreements all at once where everyone with a dock would have to sign it, there would have been an outrage. He said when someone applied to have a dock that is when the license agreements were signed. He said if they are going to have a 99-year lease there are things that would need to be tweaked in order to make it work, but they would want the lease to perpetually renew. He heard staff state that one (1) of the problems was that there was

liability involved. The license agreement, as it stands now, requires that they indemnify the City for that canal. The 99-year lease does the same thing. He felt option one (1) was the smart way to handle it, which is to just go back to the way it has been for the past 50-years. He said to get rid of the license agreement and direct staff to just go through the regular dock permitting process. If the dock is hazardous they have Code Enforcement that could make people repair them. They don't need any kind of anti-commercial provisions because it is a residential zoning district. He felt that the license agreement was unnecessary. The City should be able to get insurance on all of their canals. Also, they all talk about abandonment and it turned out that there were a couple of the canals at the end where the canals were on one (1) plat or the other and the concern was that the entire canal would be on one side or the other, which would take away from the person on the other side of the canal. He said then abandon the six (6) canals where that doesn't apply and do a lease on the other ones. If they can't do that then they can look at a 99-year lease. He appreciated the time that the City Council and staff has spent on this. He said the City Council can disagree with staff and being able to disagree with someone without making personal attacks makes their argument that much more powerful.

Mayor Brackett said an issue that came up before was the fact that if the homeowners did not have a legal interest in the property they could not insure their own docks. He said the lease would give them a legal interest in it. He asked does a license agreement give them a legal interest in it.

Mr. Vitunac answered no. He said the problem was that they couldn't get insurance on the canal, but they could get insurance on their dock.

Mr. Don Peterson said if you have insurable interest by a lease or ownership, then you could additionally insure an outside entity. He said it is the industry standard. Why they would move away from the industry standard and try to do something different amazed him. He said that he has liability on his dock, but it doesn't insure the City because he doesn't have insurable interest with a license agreement. He said they like the lease option, but it needs to be better. He said the areas at the end of the fingers should not be involved in this because they touch the Lagoon.

Mr. Steve Fishman thought what they were doing was being engaged in a solution looking for a problem. He said it was City staff who came up with the suggestion to either modify the license agreement or leave it the way it is. He said there is no issue with dock permitting and there is no issue in dealing with claims against the City. He said staff indicated that there has never been a claim against the City. He questioned then why are they trying to create a solution. He said the solution is interfering with their use and enjoyment of their docks. He asked why they are trying to solve a problem that doesn't exist. He said there isn't an issue with public access rights and there isn't an issue with responsibility for water drainage. What they have is another layer of protection to affectively carry out the rule of order and the rule of law. They are now going to have an additional layer that was never required before. He said that he came to Vero Isles because of the great access of the docks and the water. He said the City has claimed ownership of these sovereign lands, which he did not know that was a conclusion that could be said with looking at the overall picture.

He said there is a lot of litigation whether or not there is ownership interest. There also is litigation regarding riparian rights. He disagreed with staff's comments that there wasn't a consensus. He said they worked with staff and they acknowledged that the Homeowner's Association was voluntary and not mandatory and as a result they suggested that they get a consensus so a survey was sent out in which they received back a majority, 89 of 175 who said they wanted the abandonment. There were not any who were for the long term lease and there were two (2) who were status quo. If they can't do the abandonment then he felt they should stay with the status quo.

Mrs. Minuse asked if she understood it correctly that not every dock in Vero Isles is permitted.

Mr. Turner said most all of the docks are permitted. He said there also are commercial operations involved in this, which complicates things. He then wanted to address the issue of why the City was now interested in protecting the taxpayers from liabilities. He said the City does have sovereign immunity as a municipality, but the sovereign immunity is up to \$300,000, which is about to be increased to \$1 million. He said someone could go to the State Legislature to get a Claims Bill adopted, which they don't have any limits on and it could cost millions of dollars. He explained that this really came about as a result of a couple instances that occurred with docks that included municipalities issuing permits in which serious accidents occurred. One (1) accident occurred in Miami where a boat went out of control and ran into a dock and killed the driver and passenger. That led to a large lawsuit. There was another incident that occurred in the Panhandle where a boat hit a dock and that resulted in litigation. These are the things that staff are concerned about. He said the City owns the submerged land and if someone is injured on a dock that is on City land the City is going to be named as a defendant. He said staff feels that in the best interest of the City and the taxpayers that they need the best protection they can get for this type of a claim. It is staff's recommendation that abandoning would do it, but there are other issues such as setback problems, a change in the zoning, etc. He felt that all the issues could be overcome with a lease. That is the whole point.

Mayor Brackett asked if they could get a lease that is automatically renewed that is shorter than what they have before them. Mr. Turner answered yes.

Vice Mayor Neville felt that they needed to move on with this. He agreed they could not make everyone happy. He felt that a lease with a renewal was the right answer and they should move forward with it. He said that he thinks that most people would find it acceptable. He said it solves all the problems they are concerned about.

Mr. Turner said staff would bring the lease and the Ordinance back before the City Council.

#### **4. PUBLIC HEARINGS**

##### **A) ORDINANCES**

- A) An Ordinance of the City of Vero Beach, Florida, Adopting an Amendment to the City Charter which would Repeal and Replace that the Mayor receive a Salary of \$1,3000.00 per month and City Council receive a Salary of \$1,075.00 per month and then receive an annual increase at the same rate as all non-union City Employees; the City Charter be reviewed at least every eight (8) years by a Charter Review Committee; the City Canvassing Board be composed of the City Clerk, City Manager; and City Attorney, and work with the Supervisor of Elections on performing Election Duties imposed by General Law and include Edgewood Park in Section 5.05 of the City Charter. – Requested by the City Council**

The City Clerk read the Ordinance by title only.

Vice Mayor Neville commented that he took a look at the Park area (Edgewood Park) on the City's website and asked if the square relates to this Park that is encroached by a parking lot.

Mr. Falls explained that those are not surveys that Vice Mayor Neville was looking at and there is not an encroachment with this Park.

Mayor Brackett opened the public hearing at 11:00 a.m.

Mr. Ken Daige, a member of the Charter Review Committee, hoped that Council would allow this small piece of property in Edgewood Park to go into the Charter.

Mr. Falls reported that he met the adjacent property owners at the site where this piece of property is located and they were in favor of having this property put in the Charter. He contacted St. Francis Manor to see if they were interested in this property and they said that they were not ready to make a decision on the property at this time so that is off the table.

Mayor Brackett commented that if there are no plans to develop the Park then it should be put into the Charter.

Mr. Falls explained that the property was acquired for the extension of 18<sup>th</sup> Avenue, but then it was not needed. He said that it is not being maintained as a Park. It is a vacant City parcel that is mowed on a regular basis by the City and the adjacent property owner.

**Mr. Neville made a motion to approve the Ordinance. Mr. Cotugno seconded the motion and it passed 5-0 with Mr. Cotugno voting yes, Mr. McCabe yes, Mrs. Minuse yes, Vice Mayor Neville yes, and Mayor Brackett yes.**

- B) An Ordinance of the City of Vero Beach, Florida, Amending Article III, "Commissions and Boards," of Chapter 2, Administration, of the Code of the City of Vero Beach; Revising Duties of the Tree and Beautification Commission; Providing for Codification; Providing for Conflict and**

**Severability; and Providing for an Effective Date. – Requested by the  
Public Works Department**

The City Clerk read the Ordinance by title only.

Mayor Brackett opened and closed the public hearing at 11:04 a.m., with no one wishing to be heard.

**Mrs. Minuse made a motion to approve the Ordinance. Mr. Cotugno seconded the motion and it passed 5-0 with Mr. Cotugno voting yes, Mr. McCabe yes, Mrs. Minuse yes, Vice Mayor Neville yes, and Mayor Brackett yes.**

**B) RESOLUTIONS**

**5. PUBLIC COMMENT (3-minute time limit)**

Mrs. Leslie Tilley spoke on the Marina Master Plan looking like a big expansion. She agreed that the property owners in the area would like to see the Marina make some needed repairs, but are not in favor of the big storage building. She then read a prepared statement.

Mr. Steven Hugh, Veterans Council, spoke on a 5k run that they would like to have at the Walking Tree Brewery, but were told by the owners that they could not because they are only allowed three (3) events per year according to their permit. He asked if they could have an exemption made in order to do this 5k run and questioned why there was only three (3) events allowed per year.

Mayor Brackett said that in his opinion there is no real good answer to that question. They are looking at that right now to see if they can change it.

Mr. Falls asked Mr. Hugh to go and talk to the Planning and Development Director concerning his specific request.

Mr. Cotugno asked if the Council could grant an exception.

Mr. Falls questioned what criteria would be used.

Mr. Gary Froonjian noted that Mr. Falls recently spoke at the Vero Beach Yacht Club about the Marina expansion. He read a prepared statement. He heard from Mr. Falls that this Marina expansion would not have an environmental impact on the Lagoon and said that is incorrect according to the experts.

Ms. Florence Ann Robins wants to see the Marina updated and maintained. She knows that the City paid off the debt at the Marina, which means they can now use the money that they have to go towards the repairs and maintenance that needs to be made at the Marina. She suggested the money be used to upgrade the Marina.

Mrs. Linda Hillman asked if Big Blue is a historic building in the City and is it on the State and National Register. She was told no. She then asked how the plans from the Florida Department of Transportation (FDOT) for Route 60 were coming along.

Mr. Falls said that FDOT is still working on safety studies and should have something to the City by July.

Mr. John Wester stated that he has been following this Marina expansion. He has talked to about 460 people and out of those 444 do not want the expansion of the Marina and have signed a petition. He has been told that there are only 20 people on the waiting list at the Marina. He has a problem with the City not renting the old insurance building. They have probably lost about \$180,000 in income because they put the lease on the back burner. He noted that 80% of the people renting at the Marina don't live in the City. The only way they can get to the Marina is to drive there, which means more cars and traffic. The people that he talks to don't want change. He will be happy to attend the May 5<sup>th</sup> meeting.

Vice Mayor Neville asked Mr. Falls to talk about the former Waddell building.

Mr. Falls expressed the last people they talked to about leasing the building was Ocean Research & Conservation Association (ORCA). Then when the City decided to go to the large storage building they didn't pursue any more discussions with anyone interested in the building because they didn't want to have to terminate a lease when they started construction. He said there was no interest in anyone leasing the building considering what restrictions have to be met as to what can go in the building.

Mrs. Minuse recalled having to deal with the traffic problem some years ago and working with Beachland Elementary School and the School said they would handle it themselves.

Mrs. Valerie Wester commented that what has not been mentioned today is the Dog Park. They will be taking land from the Dog Park and making it a parking lot. She said no one wants to do that.

Mr. Falls stated that he reached out to Mr. Bob Joy, President of the Dog Park organization, to review the lease with him. He looked at the lease and when the lease was originally done the City held out an easement along the westerly border and the Dog Park was allowed to build their fence in that easement area. It has always been the intention for the City to have a 40-foot easement along the west property line from the west bank back to the east.

Mr. John Wester commented that he has been involved with the Dog Park since it started and never was it mentioned that there would be a parking lot or road there. He said obviously that is not in the lease, but their understanding at the time was that it might be a boardwalk.

Mr. Falls stated it is an easement for municipal purposes.

Mr. Peter Robinson commented that this has been going on 45 years and this is not anything new. The Marina has never been financially feasible for the last 45 years. The Marina has been in terrible condition off and on and that is because the City doesn't take care of their assets. He said right now they have 20 people who are on the waiting list at the Marina. He said when the economy starts going back the first item to go is luxury items that people have and that starts with their boat. He mentioned they plan to expand in the small cove, which brings heavy commercial use into their area. He cares about the Lagoon and doesn't want to see it trashed by expanding the Marina.

Mr. Rob Griffins spoke about a recent article in the Press Journal about fecal contamination and what they see happening to manatees. He sees that as an emergency.

Ms. Linda Hamilton commented that she rides her bike to the Dog Park with her dog in its stroller. When she first moved to Vero Beach there was the lack of a Dog Park and she was overjoyed when the Dog Park was established. It now has come to her attention that the City wants to turn part of the Dog Park into a Car Park, which she thinks is horrible.

Mrs. Minuse assured everyone that there are no plans to take the Dog Park away.

Mr. Falls stated that the Dog Park lease when it was first executed between the City of Vero Beach and the Dog Park held out a 40-foot wide easement along the west property line of the Dog Park property.

Mr. Ken Daige commented that a 40-foot easement near the Dog Park was being discussed today, which he hoped would remain green space. He said the neighbors living in the area near the Marina are not happy with the expansion plans. He is hoping that a lot of people show up for the workshop that will be held in May to discuss this. He knows that nothing has been decided yet and he hopes the right decisions are made for the public. He said the people he talks to have no problem with making repairs to the Marina, but are not in favor of expansion.

At this time, Council took a ten-minute break.

## **6. CITY COUNCIL MATTERS**

### **A) NEW BUSINESS**

#### **1) Discussion of the Jimmy Graves Complex – Requested by Mayor Robbie Brackett**

Mayor Brackett passed out some literature concerning the Jimmy Graves Complex. He asked Council to look at it and he would be making a full presentation at the next City Council meeting.

### **B) OLD BUSINESS**

7. PUBLIC NOTICE ITEMS FOR FUTURE PUBLIC HEARING

**Public Hearing for April 5, 2022 at 9:00 a.m.**

- A) **An Ordinance of the City of Vero Beach, Florida, Amending Article III, “Commissions and Boards,” of Chapter 2, Administration, of the Code of the City of Vero Beach; Revising Membership of the Airport Commission; Providing for Codification; Providing for the Correction of Scrivener’s Errors; Providing for Conflict and Severability; and Providing for an Effective Date. – Requested by Mayor Robbie Brackett**

The City Clerk read the Ordinance by title only and reported that the public hearing would be held on April 5, 2022 at 9:00 a.m.

**Public Hearing for April 5, 2022 at 9:00 a.m.**

- B) **An Ordinance of the City of Vero Beach, Florida, Creating Chapter 59 of the Code of the City of Vero Beach, relating to Public right-of-way; Providing for Restrictions upon use of right-of-way; Providing for right-of-way permits and construction of right-of-way improvements; Providing for right-of-way Maintenance and Licenses for use of right-of-way; Providing for Conflict and Severability; Providing for the Correction of Scrivener’s Errors; and Providing for an Effective Date. – Requested by the Public Works Department**

The City Clerk read the Ordinance by title only and reported that the public hearing would be held on April 5, 2022 at 9:00 a.m.

**Public Hearing for April 5, 2022 at 9:00 a.m.**

- C) **An Ordinance of the City of Vero Beach, Florida, amending the Land Development Regulations by Restructuring and Amending Chapter 71 to revise Chapter Heading to be entitled Development Standards; Deleting Existing Article II, Construction, and Article III, Street Names and House Numbering; Amending Article I, in general relating to American Disabilities Act, Definitions and Encroachments; Creating a New Chapter 71, Article II, Mobility and Access; Providing for Codification; Providing for Conflict and Severability; Providing for Correction of Scrivener’s Errors; and Providing for an Effective Date. – Requested by the Planning and Development Directors**

The City Clerk read the Ordinance by title only and reported that the public hearing would be held on April 5, 2022 at 9:00 a.m.

8. CITY CLERK MATTERS

- A) **Lien Reduction Request – 1413 25<sup>th</sup> Avenue**

Mr. David Currey, Police Chief, gave a brief presentation on the lien reduction request application that the City received for 1413 25<sup>th</sup> Avenue. He said the law firm of Glenn & Glenn presented the application for a lien reduction on behalf of the property owner Ms. Beth Ann Reighard. Their request was to reduce the current lien of \$29,104.82 to \$2,218.64 (\$26,886.18 reduction) for the assessed property at 1413 25<sup>th</sup> Avenue. He said there are two (2) City of Vero Beach abatement liens (\$1,281.02 and \$1,500.34) on the property totaling \$2,781.36. These abatement liens do not include daily interest accrual, recording and attorney fees. The property is owned by Ms. Beth Ann Reighard and her granddaughter Ms. Kaleigh Ann Romine. Ms. Reighard who lives in Arizona tendered \$40,000.00 toward the purchase of the property and agreed to be a co-signor on the mortgage. Ms. Romine was responsible for the note and upkeep of the property. The violator, Ms. Romine has allowed the property to fall under disrepair, to include occupying the residence without water service. Mr. George Glenn, Attorney representing the case, has said that the Civil Court Judge Janet Croom has declared the property could be sold as long as there are enough proceeds to pay off the mortgage, court costs, and City of Vero Beach liens.

Chief Currey reported that at this time Ms. Romine is incarcerated. He said that there are three (3) cases on this property dating October 19, 2020, January 20, 2021, and October 26, 2021 and they involve the fact that there is no running water in the home. He went to the home yesterday and said it looks really bad. There is a large station wagon parked there with flat tires and is full of things. On September 9, 2021, the City abated the property, which costs \$1,281.02 to board it up and secure the property and \$1,500.34 to remove the trash and mow the grass. There was a site visit done in February and there were holes in the floor and it looks like the City never did anything to it. He went through all the paperwork dealing with this property and recommended that all the recording fees, enforcement fees, unpaid initial citation fines, and continued penalties be paid amounting to \$29,189.25. He expressed the nuisance abatement liens cannot be reduced by law and they amount to \$2,781.26. He said this is one of the worst code enforcement cases that he has ever seen. He said the neighbors are very upset about this piece of property.

Mr. George Glenn, Attorney, passed out a comparative market analysis for this area for Council to review. He represents Ms. Beth Ann Reighard. He said that four (4) years ago, Ms. Reighard wanted to make sure that her granddaughter and her granddaughter's son had a roof over their head and she helped purchase this property and agreed to be a co-signer on the mortgage. Unfortunately her granddaughter suffers from issues and the property has fallen into disrepair. He knows the City wants to stop having to go out to the property and clean it up and that the neighbors want the property permanently cleaned up and his client wants that also. The only way to achieve this is to get the property sold. The property does not contain nearly enough equity to pay the full liens owed to the City of Vero Beach. The outstanding balance on the note is \$101,000.00. He said they have engaged a local realtor who will list the property as soon as they finalize the lien reduction. He said given the deteriorated condition of the property, they hope that the property could be listed in the \$130,000.00 range and will probably be sold to an investor who will make improvements to the property. The closing fees are estimated to be 7% of the sale price, and court fees are estimated to be in the \$5,000.00 to \$7,000.00 range. The neighbors are anxious to get

a new owner for the property who will bring it up to community standards and they cannot get there unless the City agrees to a substantial reduction in the lien amount. He said if the property stays this way it will continue to deteriorate and who knows what the property will look like in a couple of years. He does not think the staff report actually reflects what they are asking for. He has received calls that to alleviate some of the problems they would need to get the property sold. His client is suing her granddaughter and is doing everything that she can to help the City. He said the Code section has criteria for this hearing and he doesn't see it listed here when evaluating the lien reduction request. He reiterated that his client wants the property sold so that it can be fixed up. There will not be \$30,000 left over after they get the house sold. They will be looking at between \$5,000 and \$6,000. He said for the record he hates doing this and had hoped he would have had the opportunity to discuss staff's report with the Police Chief before coming here today, but that did not happen. He wanted to make it clear that when they get the property sold no one will profit from it. If the Council sticks to staff's recommendation the property will remain the way it is and there could be a horrible outcome.

Mayor Brackett referred to the comparative market analysis where the market for this piece of property would be between \$137,900 and \$199,000 and they chose to go with the low number. He is a licensed Real Estate agent and could see the starting price for this piece of property to be around the \$150,000 range. His math shows if they get \$140,000 for the property then it would leave \$26,000.

Mr. Glenn explained that he obtained a signed order by the Civil Court Judge Janet Croom declaring that the property could be sold so long as there were enough proceeds to pay off the mortgage, courts costs and City liens. If they don't get that offer then they won't be close to getting these things paid off.

Mrs. Minuse said that real estate commissions are usually negotiable. Mr. Glenn said that the real estate agent is looking at a 6% commission. The agent had a past friendship with Ms. Romine who is allowing them to go through with putting the house up for sale. He (real estate agent) is the only reason they are here. The realtor showed the property to some people on Friday who said that they might be interested in offering close to \$130,000. He is not trying to pocket money for anyone.

Mrs. Minuse felt that the parties involved have some responsibilities in this matter. She asked if the mother and the grandmother tried to get this property saleable.

Mr. Glenn said that the real estate agent will go out and get the property cleaned up.

Mayor Brackett said that the problem he has with this is that it has been going on for so long. He said early in the process someone should have stepped up and taken responsibility for it. The lien started adding up over a year ago and continues to accrue. It is difficult for the City Council to tell staff that they are willing to reduce the lien knowing how much work has been put into working on this case.

Mr. Glenn commented on the problems of resolving the liens on the property when there is no running water.

Mayor Brackett expressed that is a huge problem living at a premises without water. He would like to know what facilities were being used. He asked was it the land.

Mr. Glenn said he was told what rough shape the property was in and not to go on the property. They were told that someone was living there last year without water.

Mayor Brackett asked what they needed to do to resolve this.

Mr. Turner explained that the amount that the City spent to abate the property cannot be waived at all. The property is a public nuisance and should probably be ordered to be destroyed and leveled, but that might be throwing good money after bad money. They could waive a portion of the penalties and fines that have been accrued. The court costs and attorney fees are included and probably something could be waived, like the cost for filing the lawsuit, the cost for the sales commission, even a reduction of payoff to the mortgage could be pursued. However, unless a relinquishment of fines and penalties occurred it won't happen.

Vice Mayor Neville asked how behind are they on the mortgage.

Mr. Glenn said as of last December it was \$90,000. His client put down \$40,000 on the property and the granddaughter was supposed to pay the monthly mortgage payments and keep the property up, which she did not. He did make sure that the Court Order states that the City of Vero Beach needs to be satisfied. He didn't think that the property would be worth more than \$130,000. It is not fair because his client is not the reason this has happened. Like he said she is suing her granddaughter. He wants to see this property sold and fixed up as soon as possible. If they can't come up with a number then it will just sit there.

Mr. Falls stated if the Council's goal is to get the property sold the only unknown that they have is the sale price. If the Council's will is to reduce the lien amount, he would suggest that they take the sales price and subtract the mortgage, court cost, and commission and then whatever is left comes to the City. He thinks that \$10,000 is going to be the minimum. He said if Council is amenable to that then this would get the property sold so it can be repaired.

Mr. Turner said that the City would get paid first for the abatement, which is \$2,800, then the mortgage, court costs and commissions would be paid.

Mr. Glenn made it clear that the City was not going to get their \$30,000 back. He said what the City Manager came up with is a reasonable solution.

Mayor Brackett was concerned that if that home is in as bad of shape as they say it is it needs to be torn down. He did not think an investor would go in there and do a decent job

of fixing it up and they will have the same problem down the road. He said that someone buying that house for \$130,000 is not going to put a lot of money into it. They will do limited amount of work to it and get the same clientele back in the house as before.

Mr. Glenn expressed that there is an investor that is interested in purchasing the property and that is not what he heard is going to be happen to the property. The investor plans on fixing the property up and making a decent return. He reiterated that he likes the City Manager's suggestion.

Vice Mayor Neville asked if he heard him say that this is a manufactured home.

Mr. Glenn said he did not say that, but the Police Chief eluded to it.

Mr. McCabe asked when the bank will foreclose on the property.

Mr. Glenn said the bank showed no interest in moving forward to foreclose on the property.

Mr. McCabe would hate to see them bail out the bank.

Mr. Turner stated that if they go forward with the suggestion made by the City Manager he would have a title search done because he wants to know who else has an interest in this property. He said it will cost a couple hundred dollars to do a title search. He expressed there may be other people involved with claims to this property, which they need to know about.

Mr. Glenn said he may have a recent title search.

Mr. Turner wanted to request one (1) of his own.

Mr. McCabe said if the utilities have not been paid then the taxes probably have not been paid either.

Mr. Turner repeated the alternative is that they sell the property and from the sales proceeds there will be a priority of payments made. The first will be the payment of their abatement amount, payment of the mortgage, payment to the realtor for his commission, payment of court costs and attorney fees involved in the petition action and the balance left over will be paid to the City. He said before Council would consider this he wants to do a title search and that will take a week or two.

Vice Mayor Neville asked who the bank is that holds the mortgage.

Mr. Glenn said the bank is Caliber.

Mr. Glenn commented that their goal is to get this done as soon as possible so they can get the property cleaned up. He did not suggest negotiating with the bank because that is never quick. The realtor is ready to go out to the property with a dumpster and start filling it up.

He doesn't think that this is a situation where the house is going to be on the market for very long.

Mrs. Minuse asked if they were looking at asking \$130,000 for the home.

Mr. Glenn said at first they were looking at \$140,000 until the realtor walked around with the investor on the property last Friday and now it is more like \$130,000. He said as of December the mortgage was around \$99,000. He was sure that the taxes have not been paid so that will be added in as well as paying for the title for the property. Also, any unpaid utility bills will have to be paid as part of the process. He asked that Council think of the neighbors in this situation and get this cleaned up as quickly as possible and accept the City Manager's recommendation. He would get something to Mr. Turner and hoped that Mr. Turner would be able to give a final okay without having to bring this back to Council.

Mr. Turner said if he is given an outline of what Council wants he can incorporate that into a document. He said it has to have in the document if there are other claims that show up then this deal is off as far as he is concerned. He has to protect his client. He said if something else comes up in the title search then he would recommend them doing their own foreclosure action or take action under the nuisance action.

Vice Mayor Neville agreed with Mr. Turner that if there are other things involved in this then they would need to take a different course. He also agreed with Mayor Brackett if they are going to throw one tenant out and throw another one in there it will be a low cost rental property. He feels for the neighbors. He said selling it as a vacant lot is probably the best bet.

Mr. Glenn mentioned that there is an affordable housing problem in Indian River County. He still feels that there is a path moving forward and it has been identified by the City Manager. He said his client will not make any money off the deal. If they can list it at \$150,000 and get close to that amount then the City will get their money.

Mr. Turner told Council if they want to recognize this as a partial lien reduction then they can do it through a type of an agreement. This is totally their decision on how they want to approach it.

Mayor Brackett suggested moving forward with this and allowing the Attorney to get the language he is looking for and calling a Special Call meeting when they have something to look at. He told Mr. Glenn that they would expedite this as soon as possible.

Mr. Glenn appreciated that.

Mayor Brackett reiterated that they needed to move quickly on this for the neighbors sake and everyone else. He doesn't want this piece of property to continue to be an issue for staff. He commented that it has to be extremely frustrating to go to a piece of property over and over and not get some results back. He commended staff on what they do. He said lets find out what the results are from the title search and go from there.

Vice Mayor Neville commented that they have had several code cases where the action of the City is being ignored and the fines seem to keep rolling. He asked if there was some type of policy where they would reach a threshold on duration and then they could take some action.

Mr. Turner commented that he has started filing foreclosure actions on cases that they feel justify it. He said they were getting ready to file foreclosure procedures on this particular case.

**9. CITY MANAGER MATTERS (include amount of expense)**  
(Staff/Consultant special reports and information items)

**A) Management Agreement for Riverside Tennis Complex with USTA Florida**

This item was heard earlier in the meeting.

**B) Florida Statutes Chapter 164 Process – City of Vero Beach (COVB) and Indian River County (IRC) – (\$28,900.00)**

**Mrs. Minuse made a motion to remove this from the table and bring it back for consideration. Mr. McCabe seconded the motion and it passed unanimously.**

Mr. Falls reported that this item was tabled to award a contract to Hartman Consultants in order to determine the value of the stranded assets, which would result from the City consenting to the County serving Indian River Shores with utilities. They waited for the County to give them some direction and the County has made it clear that Indian River Shores was interested in exploring their options and one of which would be the County providing service, then they further clarified that they were not stating that they were committing to serving Indian River Shores only providing information to Indian River Shores. He has taken this to mean that the County wants to move forward in the process and the item is back before Council for discussion and consideration. This contract is in the amount of \$28,900.00 and he would suggest if they approve this that they add the cost of the study and associated staff time to the stranded assets because they will in fact be stranded as well.

Vice Mayor Neville was concerned if they go through this and then the County says they are not interested in doing anything. He has not heard the County say “yes” that they will serve Indian River Shores and we need the City’s estimated cost from the City to do that. He would be in support of this if he had heard the County say that. If they are just doing a “what if game” then the County can estimate what the stranded assets are. In his opinion they don’t need a full accounting of it. He feels we are throwing money at something that we ultimately will not get back.

Mrs. Minuse agreed that on the surface that is what it looks like, but she was not sure what is under the surface.

Vice Mayor Neville commented that he was sure that the County has a position, they just have not shared it with the City and the City is not certain what their intent is. He said if they don't know what the County's intent is why would they throw \$30,000 to have a consultant prepare this report that ultimately might not go anywhere. He would like to see a commitment from the County.

Mrs. Minuse felt if there was going to be a commitment from the County then they would have had it already. She said now they are going to know very clearly what these stranded assets are, which is important.

Mr. Cotugno commented that it is hard to negotiate with someone who doesn't negotiate with you, which is the situation with the County Commissioners. He said by getting this report they are preparing themselves and putting themselves in a good position for the future. They will have a full understanding of what these stranded assets are worth, but he expects nothing from the County and they will continue to be unresponsive.

Vice Mayor Neville asked Mr. Falls to tell them again what the range is with the consultant hired by Indian River Shores for the cost to connect Indian River Shores to the County.

Mr. Falls said it was from the mid \$40 million to the mid \$60 million range.

Vice Mayor Neville asked if they have heard anything from Indian River Shores indicating that they are willing to pay that amount.

Mr. Falls stated that what the County indicated was that Indian River Shores was ready to move forward in light of the feasibility study that Arcadis had produced and move forward with the option of Indian River County serving them.

Mr. McCabe commented that he was in business for a long time and one of the things is that you don't want to pay to get some information pulled together when you are never going to use that information. In this case they are being asked to spend \$29,000 that will not drive any decisions. He said this is not going to change the County's position. They have already stonewalled the City all along so getting this information and fine tuning the \$40 to \$60 million number is going to get them absolutely nothing as a City.

Mayor Brackett stated that he did not agree with that entirely. He said the County is taking a position from a legal standpoint and they don't want to acknowledge some of these things because they are saying the territorial agreement does not exist. He was sure they were getting advice from their attorney not to talk about this because of the agreement existing or not existing as the way they see it. He said this problem will get solved one way or another. He said either by someone bailing out or by going to court.

Mr. Turner followed up on what Mr. McCabe was saying. He said with the expenditure of the funds they may not see the results right away, but it does serve other purposes.

Mr. Falls brought up the January 25<sup>th</sup> mediation meeting and the County asked if the City would do that and we said that we needed to determine what the stranded assets were. The County staff asked what the number was so he thinks they are expecting a number in a range so that would be a component that would be added to the cost of the design fees to get to the ultimate total number of what it would cost for them to serve Indian River Shores.

Vice Mayor Neville asked Mr. Turner if there was another purpose for the City doing this to help benefit them.

Mr. Turner answered yes. He said they would probably have to do this anyway.

**Mr. Cotugno made a motion to move forward with the contract. Vice Mayor Neville seconded the motion and it passed unanimously.**

## **10. CITY ATTORNEY MATTERS**

### **A) City-owned Submerged Lands – including the canals at Vero Isles**

This item was heard earlier in the meeting.

### **B) Discuss Sunsetting the Three Corners Property Steering Committee**

Mr. Turner reported that he needed a motion made by Council to relinquish the services of the Three Corners Property Steering Committee since they have submitted the proposed Master Plan to the City Council.

**Mrs. Minuse made a motion to sunset the Three Corners Steering Committee. Mr. McCabe seconded the motion and it passed unanimously.**

Ms. Jenny Flanigan, Assistant City Attorney, gave an update on the wrap up of the Legislative actions and things that will come out of Tallahassee.

Mr. Turner asked Council if they wanted him to sign the letter thanking the Governor for supporting and signing the SB 780 Airport Funding Bill. Council concurred that the City Attorney should sign the letter and mail it out.

## **11. COUNCILMEMBER MATTERS**

### **A. Mayor Brackett's Matters**

Mayor Brackett commented that there has been some poor information circulating about the Three Corners property. He asked the public if they have any questions to please call one of the Councilmembers for the facts. He encouraged the public to be reasonable.

Vice Mayor Neville added that the Marina falls into the same category.

**B. Vice Mayor Neville's Matters**

**1) Mrs. Susan Gromis, Executive Director of MainStreet, to speak on a recent survey conducted by MainStreet**

Mrs. Susan Gromis, Executive Director of MainStreet Vero Beach and Mrs. Janie Hoover, Past President of MainStreet Vero Beach, gave a Power Point presentation (attached to the original minutes) on the results of the MainStreet Vero Beach Fall 2021 survey results.

Mrs. Minuse asked Mrs. Hoover if she was still seeing panhandlers in the downtown area.

Mrs. Hoover explained that she is not seeing panhandlers, but there is still a problem with homeless people. She said that panhandling was never their problem.

Mr. Cotugno complimented on what a great survey that this was. He asked if MainStreet would be coming back to Council for something later on.

Mrs. Hoover said that MainStreet hoped that the City would continue to fund them and that they understand what they do. They are having a strategic planning session in two (2) weeks and will continue asking people what they want to see Downtown.

**C) Councilmember Minuse's Matters**

Mrs. Minuse commented that The Florida Friendly Landscaping program is reaching out to the Homeowner Associations and Condominium Associations and is being sponsored by the University of Florida and the Indian River County Neighborhood Association. There will be a Lunch and Learn Workshop at the County Administration building on April 20<sup>th</sup> and she encouraged the Homeowners Associations and Condominium Associations to attend. The Florida Oceanographic Institute and Florida Tech is looking for living docks for oyster gardening.

**D) Councilmember McCabe's Matters**

Mr. McCabe mentioned that if the meeting started at 6:00 p.m., they would now be adjourning the meeting at 10:24 p.m.

**E) Councilmember Cotugno's Matters**

Mr. Cotugno announced that tomorrow he would be delivering Meals on Wheels for Senior Resources.

**13. ADJOURNMENT**

Today's meeting adjourned at 1:25 p.m.

/tb