

MINUTES OF THE CITY OF MOORE HAVEN CITY COUNCIL REGULAR MEETING ON JANUARY 8, 2019 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 299 RIVERSIDE DRIVE, MOORE HAVEN, FLORIDA

Council members present: Bret Whidden, Mayor
 Jacob Eighner, Vice Mayor
 Marc Decker, Councilman
 Clay Browning, Councilman
 Dave McGee, Councilman

Others Present: Maxine Brantley, City Clerk
 Steve Ramunni, City Attorney
 David Miller, City Manager
 Sam Briefman, Water Plant Supervisor

ITEM 1: ROLL CALL.

Whidden gave the roll call.

ITEM 2: INVOCATION AND PLEDGE OF ALLEGIANCE.

McGee gave the invocation; Decker led in the flag salute.

ITEM 3: ADDITIONS OR DELETIONS TO THE AGENDA.

NONE

ITEM 4: APPROVAL OF THE FOLLOWING MEETING MINUTES.

December 4, 2018 Regular Meeting

MOTION was made by McGee seconded by Browning to approve December 4, 2018 Regular Meeting. Motion carried

ITEM 5: AWARD HOLIDAY DECORATION CONTEST WINNERS.

Browning states third place goes to Tomas Gil, second place goes to Frances Bryant and first place goes to Marvin and Patricia Brown.

ITEM 6: DISCUSS MARINA AGREEMENT.

Whidden states we have talked about this before and at the last meeting Eighner bring it up again. Just to run though it real quick when the City had two people wanting to lease it; one was from out of state that didn't work out, and the other one also didn't work out, Mr. Power and Bryan Chap came and we worked out a deal with them. We wanted it open because it's a City facility so we worked out an agreement. I knew the first five years was going to be hard and we

had a couple of the Council that wanted to do a year to year contract and I didn't want that because it was going to take a while before he was establish and at the last meeting we discussed on trying to keep it open. Eighner states we put some rules in the lease one of them was that Mr. Power and Mr. Chap would agree to pay \$500.00 after the first year of business. I know Mr. Power is having a difficult time getting the business going, at the same time I know it concerns the City Manager and the City Council so we need to revisit the lease, Ramunni I know you have been going over it, I just leave it to Ramunni and the Council to point us in the right directions. Ramunni states the issue we have is that they are not compliance with our agreement from Mr. Power as to any dockage and rent received to the City. I was not aware of this and that's a big problem because there has not been any compliance what so ever. We are in the process of our audit and we need to inform them about this issue you got a year without accounting for any of the boats and for the any money received. Mr. Power states I have given the City checks. Ramunni states you have not accounted for the boats that have been there for the past year and the monies received and the provided share that should be to the City I was not aware of this but this is a big issue. We are going to have to tell the auditors that you got a year without accounting for any of the boats and any monies received. Ramunni states Mr. Power is leasing the Marina and the store and he has not complied with the agreement and there is no way to prove what he has received for the last year because there is no record provided by Mr. Power. Ramunni states you have not provided any boat rental agreement which was part of City's lease agreement so you would have that accountability, you just can't say I wrote a check. Mr. Power states we can still bring you up to date. Ramunni states if you have the records. McGee states it puts us in liability with the auditing. Whidden states it doesn't put us in liability with the auditors the utilities is a City owed building that's why I wanted to give them a brake. On the boats it's never been full and I know some have been paying there rent but some have not and we have never put anything into place on how to evacuate a sail boa;t we had the same issue with Clyde and we have some expense lost there. Ramunni states I was not aware it of until today, but the intent was which is in the lease that there were limitations on the size of the boat. Whidden states except on the two end lots that are not under the cover roof. We had some yachts stay for a period time and spend money in town but they didn't pay dockage. Ramunni states who is monitoring it? Whidden states he is monitoring but they leave without paying. Ramunni states I understand the struggle but if someone is managing the area and making sure if the boats that dock there that they paid; this is in the agreement and we provided the forms so there is no excuse to have done that now, we have to report it to the auditors and find out what money that come in. How much has he paid? Brantley states I'm not sure on the amount but it was only one payment. Whidden states what do you do if a boat from out of state comes and don't pay? Ramunni states if the proper paperwork was done you would be able to lien them. Ramunni states the lease itself is for the building, the docks are the City's and there is a separate agreement where he would monitor the docks for a fee; because there are insurance requirement which I'm sure we have zero information on it. Mr. Power states are you saying I'm not caring insurance? Ramunni states no through the boat rental agreement the boater should have had insurance and you were required to get that information. Mr. Power states per boat? Ramunni states yes. Mr. Power states there is no boat on that lake that has insurance on it. Ramunni states keep in mind that some people have it covered under their homeowners insurance. Whidden states yes but there is others that have insurance and you don't need to have insurance on your boat. Ramunni states if you are taking the task for a fee because you're checking in these boats and acting as the City agent and you have a boat slip rental agreement form that has it on it and

you're not doing it, you are not fulfilling the job. McGee states I would like to see any records he has. Whidden states I didn't know there was no paperwork been turned in to City Hall so what do we do now. Whidden states Mr. Power get all your paperwork in order and we will but this on the next meeting for January 15th.

ITEM 7: REPORT OF OFFICER.

7A: City Manager

Miller states the paving on Avenue R and 6th is complete.

Miller states I will be conducting department meetings; also I will be conducting a meeting tomorrow on purchasing policy.

Miller states on the Marina Park, Eighner and I have laid it out, we should be starting on the 11th we have already started receiving equipment.

Miller states Briefman and I continue to monitor the US 27 project.

Miller states I got some computers for the warehouse and we are all link together so we can communicate better.

Miller states City Hall started their first payroll in house I think it went smoothly there was a couple of issues but they worked them out.

Miller states the transformer for Ahern's store; we are going to do it on the 15th.

Miller states the paper I handed out is for the storm-water drainage improvement; I looked it over and it looks sufficient to me. They gave us the cost estimate Connie has already made the forms for the House, she did say in the email it has to be in by February 5th but sooner will be better because they need the information to get it scheduled. Whidden states we don't need to make a motion because we have already approved it.

Miller states I talked to Archie Branch at the Road Department because they have a SCOP for 2024 or 2025 that is for resurfacing from the corner of the liberty and going right up Riverside Dr. pass the south pump. I told him we will continue working on it and he needs to continue the SCOP grant.

Miller states the ball fields electrical work at the concession stand is finished and up to code and the supplies have been ordered. Also the roof work should start in the next two weeks.

Miller states I met with Al Brown, Tom Perry, Eighner and the Contractor for the new concession stand: we had a conversation with Scott Bass there is some stuff torn up and other issues. In the meeting we talked about it and the school will take care of the repairs. Eighner states one other thing to make it public is they have ran their concession stand to our lift station

which is going to cause our lift station to work more and when it burns up the school will also pay to get it fixed.

Miller states we have seven projects though FEMA and we just finally got all of them obligated. I am meeting with FEMA Friday to go over the final review now the struggle is with the State.

7B: City Attorney.

Ramunni states I did file the lien on the Lundy Building and we got an offer from Mr. Korinke, the offer is in the amount of \$7,500 so we can put it on the next week's agenda.

7C: City Clerk.

NONE

7D: Craig A Smith.

NONE

7E: CAS Governmental Services

NONE

7F: Water Department Supervisor

Briefman states both the pump stations chlorine project is going really well the chlorine is up around the City. Briefman states we have been working on locating the valves and finding water lines. We have been checking all the valves and hydrants we can now isolate several parts of the City if need to.

ITEM 8: APPROVAL OF BILLS IN THE AMOUNT OF \$67,895.83.

MOTION was made by McGee seconded by Eighner to approve the bill submitted list in the amount of \$67,895.83.

ITEM 9: CITIZENS COMMENTS / GENERAL CONCERNS.

NONE

ITEM 10: MAYOR AND COUNCIL MEMBERS TO GIVE REPORTS.

Eighner states the back yard machine, we are going to rent it in January? Miller states I called Goble last week and they are searching to find one I'm sure the hurricane that hit the Panhandle has something to do with it.

ITEM 11: DISCUSS FINANCIAL STATEMENTS IF NEEDED.

NONE

ITEM 12: ADJOURNMENT

MOTION was made by Eighner, seconded by McGee to adjourn. Motion carried.

Maxine Brantley, City Clerk
Meeting adjourned at 8:00 pm

Bret Whidden, Mayor

THESE MINUTES ARE NOT VERBATIM. IF ANYONE WISHES TO LISTEN TO THE MEETING IN ITS ENTIRETY, DIGITAL RECORDINGS ARE AVAILABLE.