

**MINUTES OF THE CITY OF MOORE HAVEN CITY COUNCIL REGULAR MEETING ON JANUARY 15, 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, Councilman, Vice Mayor, Financial Officer  
  Dave McGee, Councilman  
  Marc Decker, Councilman  
  Clay Browning, 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 does roll call.

**ITEM 2: INVOCATION AND PLEDGE:**

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

**ITEM 3: ADDITIONS OR DELETIONS TO THE AGENDA**

NONE

**ITEM 4: DISCUSS AND/OR APPROVE THE FOLLOWING MEETING MINUTES:**

DECEMBER 18, 2018 REGULAR MEETING

**MOTION** was made by McGee, seconded by Decker to approve December 18, 2018 Regular meeting minutes. Motion carried.

JANUARY 8, 2019 REGULAR MEETING MINUTES

**MOTION** was made by McGee, seconded by Browning to approve January 8, 2019 Regular meeting minutes. Motion carried.

**ITEM 5: DISCUSS MARINA AGREEMENT:**

Ramunni states to my knowledge there has not been a list turned in for any of the vessels that have been moored at the docks for the last year. Nor has there been any accounting provided to

the City as to all the monies taken in, where 50% should have been remitted. I just took a ride by there before the meeting and there were several vessels there that we don't even have a list that are currently there. At this point, I don't have anything additional to add from what we discussed at the last meeting. I believe that the only course that we could really undertake reasonably; I would recommend that we immediately terminate the management services of Mr. Power for the City Docks. That is part one, part two would have to do with the lease agreement. Certainly under the circumstances this gentleman should not be managing our docks in any form what so ever. That agreement should cease at this point. Whidden states you are dealing with the dockage first, not the store. Ramunni states yes, the accountability of the dockage. Power states I would like to present you with this list for the dockages throughout the year. Ramunni states do you want to explain. Power states everything is in black and white, Steve, I don't need to explain it. Ramunni states the \$1,893.75 is what the City would be due? Power states yes sir. Ramunni states it looks like what he has done is given a chronological accounting of what vessels were moored there and the monies. That is over and above what was paid to the City, which appears to be \$825.00? Power states I have it wrote there. Ramunni states I am trying to figure out your columns and I want to be fair. What you are saying is you paid \$825.00 to the City. Power states no, right here, I paid \$422.00. Ramunni states what is still due to the City is \$1,893.75? Power states yes. I believe that is the receipt you had the other night in your hand. Ramunni states no, this is what I had in my hand. Power states you had a receipt somewhere. Ramunni states this is the only thing I ever had. Eighner states do we have the money to go with that? Power states I have a blank check that says I paid them that much. I came in here and paid them and they said they didn't know what to do with this money so I paid them the City dock money, I don't know where it went from there. Ramunni states the \$400.00 you were talking about. Power states yes. Ramunni states I don't have anything different. Browning states how much are we short? Ramunni states almost \$1,900.00. McGee states \$1,893.75 is due. Power states exactly. Eighner states those monies from the dockage were supposed to be on the 1<sup>st</sup> or the 5<sup>th</sup> of every month? Ramunni states I would say reasonably within 30 days of collection, for the outside, but the lease payments for are due by the 15<sup>th</sup> of each month. So today being the 15<sup>th</sup>, but that is part two. I am just talking about the dock management. Browning states Robert do you have \$1,895.00? Power states no sir. Eighner states how are we going to get our \$1,893.75. Ramunni states we will discuss that in a minute. Eighner states I have no further discussion.

**MOTION** was made by Browning, seconded by McGee to cancel the management agreement with S & P, Robert Power for dockage at the marina. Motion carried.

Decker states now the City can handle it, anyone that wants to lease a dock space; they can come in City Hall. Ramunni states there was one person who came in to pay. Maxine called me and I told her to go ahead and collect the money. For the mechanics of what we need to do in the interim that's something to be discussed on how you want to approach that day to day from now

on. Whidden states until the Council decides in what direction we are going, we have employees that collect dockage and for the people that have slips rented they can come to City Hall. Browning states as far as all that goes, I am sure David has a plan. He can plan that on how he wants to collect. McGee states what kind of documentation do they have to provide to rent a slip? Brantley states we have a form they would fill out and they have to provide proof of insurance and current registration. Ramunni states we handled this internally.

Eighner states the \$1825.00 we are considering that is over a 12 month period. Ramunni states it is \$1893.75, according to his numbers \$1,893.75 is what is due to the City of Moore Haven. Eighner states that comes to \$157.81 a month. What started this whole thing was we were trying to adjust the rental payment. He hasn't been able to pay \$157.81 a month, I don't know how they are going to be able to pay \$250.00 a month, and \$500.00 as the lease stands now. Ramunni states as far as the financial issue, what do we do about the money that is owed to the City? There is various levels of recourse that the City would have or any citizen, quite frankly would have, because if the money has not been paid, and the money has been withheld it constitutes a theft. Whether it be a civil theft or criminal theft, which is not my job to say which direction you want to go with it, but there are different ways you can use to try to collect the money. That is one issue, the second issue, which led it to be on the agenda to begin with is, is the monthly rental. If there is an inability to pay the monthly rental, there is a financial issue obviously. Like any landlord tenant scenario, tenant can't pay you would start the eviction proceedings. Power state there is no money to be made at that marina and I don't know what the problem is. Whidden states it took us years to get it built back and has taken us years to get it back open for a year. Browning states Steve what are we going to do at this point? Ramunni states you are going to have to decide what you are going to do as far as the building. Whidden states Robert what is your idea of what you want to do? Do you want to walk away from it? Power states yes sir. Ramunni states okay, I can draw something up to terminate the lease. How long do you need to be out? Power states 45 days.

**ITEM 6: REPORT OF OFFICERS:**

**6A: CITY MANAGER**

Miller states the roof was installed on the concession stand over the weekend. We just finished and 8" drainage line that will drain that parking lot into that front ditch. We are starting to prepare the Chalo Nitka grounds. I have one quote for an oak tree that is 18" and 30 feet tall, and it is \$13,000.00. Bret you said you have one too. Whidden states it has a 30 foot canopy on it, about the same size trunk and I talked to him yesterday and it is \$12,500.00. That includes him going to get the tree, planting it and guaranteeing it for a year. Miller states in my quote he would not give me a warranty. I did get some other one, 14 to 16 and a little bit shorter for \$9,000.00 but there is also no warranty.

**MOTION** was made by McGee, seconded by Eighner to purchase the 30' canopy oak tree from Donald Strenth after Chalo Nitka for \$12,500.00. Motion carried.

Miller states we are having a round table meeting at the training center January 29<sup>th</sup> at 5:00. We are going to have the County and School Board get together and discuss what we all have going on, and try to work together.

Miller states I would like to attend the League of Cities event on March 26<sup>th</sup> and 27<sup>th</sup>. I would be gone the 25<sup>th</sup> through the 28<sup>th</sup>. Whidden states that is fine.

Whidden states if you go down Avenue R to the west and you get on City Limits Road headed toward 27, when you first turn off Avenue R, there is a light right there, and then you have a couple of lights where the new apartment complex is. From there to Avenue K it's dark. There is more people walking there now, someone is going to get hit. We need to look into some lighting there. Miller states I'll look into that.

McGee states what about that old oak tree at Family Dollar? Eighner states I spoke to Felicia about it on Monday and it is scheduled to be cut down.

**6B: CITY ATTORNEY**

Nothing to report.

**6C: CITY CLERK**

Nothing to report.

**6D: CRAIG A SMITH**

Nothing to report.

**6E: CAS GOVERNMENTAL SERVICES**

Nothing to report.

**6F: WATER DEPARTMENT SUPERVISOR**

Briefman states the only thing I have is I have another quote for the strainer basket that I gave to you at the last meeting. As you can see there is a considerable difference between the two and I am asking the Council to approve the bid for A & B for \$5,726.76 to purchase this equipment.

**MOTION** was made by McGee, seconded by Decker to approve bid from A & B for \$5,726.76 for the strainer basket. Motion carried.

**ITEM 7: APPROVAL OF BILL IN THE AMOUNT OF \$50,586.51:**

**MOTION** was made by McGee, seconded by Browning to approve bills in the amount of \$50,586.51. Motion carried.

**ITEM 8: CITIZENS COMMENTS/GERNAL CONCERNS:**

Tomas Gill states I would like to talk to Felicia about my bill for the garbage pickup. I have no idea of how many times they picked up or what was picked up. Last month I paid \$170.00 and I didn't think it was bad, but this month I got a bill for \$566.00. I did talk to her and she said she would give me a break down of what was picked up. She also said to me that was for last month. I asked her how can they charge me for last month and I already paid the bill for last month. Whidden states what was it? Miller states it is itemized right there Bret. Gil state I didn't get that. Miller states you can have this copy.

**ITEM 9: MAYOR AND COUNCIL MEMBERS TO GIVE REPORTS:**

McGee has nothing to report.

Decker has nothing to report.

Browning has nothing to report.

Eighner states I just want to give you an update on animal control. Maybe you have heard animal control has left EMS and when back to the road department. They are building a new facility and the entire facility was donated with the exception of about \$400.00. She wanted me to thank the Council for their support.

Whidden has nothing to report.

**ITEM 10: DISCUSS FINANCIAL STATEMENTS IF NEEDED:**

Nothing to discuss.

**ITEM 11: ADJOURNMENT**

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

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Maxine Brantley, City Clerk

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Bret Whidden, Mayor

Meeting adjourned at 7:55 pm

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