



Members Present:

Dennis Lipp, Vice-Mayor
Ryan Liang, Council Member
Dr. J. William Louda, Council Member
Ron Jarriel, Council Member

Members Absent:

Dave Browning, Mayor

Others Attending:

Dr. Irv Rosenbaum, Interim Town Manager (NCS)
Matthew Lippman, Interim Town Clerk (NCS)
Michelle Kantor, Interim Assistant Town Clerk (NCS)
Mike Cirullo., Esq., Town Attorney
Members of the Public

Others Absent:

None

1. – 4. Call to Order/Roll Call/Pledge of Allegiance/Invocation

The meeting was duly noticed and posted. Vice-Mayor Lipp called the meeting to order at 7:02p.m. He then requested the roll call by Town Clerk Matthew Lippman. Town Clerk Lippman noted that Mayor Browning was not present. Upon completion of the roll Vice Mayor-Lipp requested everyone stand for the Pledge of Allegiance and Invocation.

Vice Mayor-Lipp moved to Item #5.

5. Approval of Agenda

Town Attorney Cirullo asked for Item #8 to be pulled from the Agenda. He explained this would be discussed at a future Executive Session which he would bring up later in the Meeting.

Town Clerk Lippman asked for the addition of Item 15(d) Emergency Management, and for the addition of Item #16 Sweep Agreement with Riverside Bank.

Councilman Louda made a MOTION to approve the amended Agenda, SECONDED by Councilman Liang and the MOTION passed unanimously 4-0, with Mayor Browning absent.

Vice-Mayor Lipp moved to Items #6 & 7.

CONSENT AGENDA:

6. Town Council Meeting Minutes (8-04-09)

7. July 2009 Town Attorney Invoice

Councilman Liang MOTIONED to approve the amended Consent Agenda, SECONDED by Councilman Jarriel and discussion was then opened:

Vice-Mayor Lipp noted that the page numbers on the Minutes were incorrect. He also asked about Page #4, when the discussion had taken place about Frank Schiola's Waste Monitoring Reports being placed on the website.

Town Clerk Lippman responded this had already been done.

The MOTION passed 3-1, with Councilman Louda opposed and Mayor Browning absent.

Councilman Louda explained he voted as opposed because he hadn't had time to review the Agenda Packet or Minutes before the Meeting.

Vice-Mayor Lipp moved to Item #8.

REGULAR AGENDA:

8. Okeechobee Blvd. Improvements Alternatives Analysis Proposal

THIS ITEM WAS REMOVED FROM THE AGENDA EARLIER IN THE MEETING

Vice-Mayor Lipp moved to Item #9.

9. Code Enforcement Invoices for 5-18 to 6-17 & 6-18 to 7-17

Town Clerk Lippman said this Item was put on the Agenda at the request of the FAAC. He said as you will see in there, there was a decision back on April 13, 2009 to cut the contract in half to \$2354.00 and again on July 21, 2009 after some discussion at the FAAC Meeting, they asked to cut back again and so for the remaining part of the contract to go with an hourly basis, they were very concerned about the money spent and rightfully so, and at that point it was agreed to go on to hourly. He said there was some question on the two invoices from May 18, 2009 to June 17, 2009 and from June 18, 2009 to July 17, 2009, and some concern and discussion from the committee that we should check and see that they had worked a certain amount of hours.

He said it is management's interpretation of the contract, very similarly to how we did the lobbyist's contract, is this a lump sum contract, and we are going to pay for a certain amount of hours per week to have Code Enforcement. He said and for the end of July, August and September you will pay hourly and if there is no work involved and no work done, you won't pay. He said I want to point out that even though there is a contractual obligation for us to pay for that period, Calvin-Giordano was willing to reduce the invoice by \$1761.00 to show good faith and that is where we are at tonight.

Vice-Mayor Lipp asked please state again tonight for the record the amount of money we are looking to approve tonight and pay.

Town Clerk Lippman responded for the period of May 21, 2009 to June 20, 2009 \$1763.00-the new amount and for the period of June 21, 2009 to July 20, 2009 \$1176.00-the new amount.

Vice-Mayor Lipp asked \$2939.00 for the 2 months.

Councilman Louda MOTIONED to approve and pay the amended Code Enforcement Invoices to Calvin-Giordano, and due to no SECOND the MOTION DIED.

Councilman Jarriel said I have a couple of problems. He said I have an up to date contract with Calvin-Giordano for Code Enforcement and one of my biggest problems is the description of what they do. He read the log and pointed out the lack of detail. He said when taxpayers call me and ask, what did they do Ron, this doesn't help me at all. He said \$2939.00 for 2 months is a lot of money and I believe the taxpayers of Loxahatchee Groves deserve to get work for their money, and they need an explanation as to what that work was. He said we have kind of been at a standstill when it comes to Code Enforcement because we are trying to come up with our own codes and stuff, and we don't want people to be in violation because after we come up with our codes they could be in conformance. He said as of September 30, 2009, Calvin-Giordano's contract is up. He said I personally would recommend that we terminate Calvin-Giordano at this time according to the contract.

Town Clerk Lippman said I think it was at the meeting you missed and asked are you aware that Calvin-Giordano agreed to stop charging us monthly and only hourly if there is any activity. He said on July 21, 2009, Calvin-Giordano basically said they would terminate the contract and be only hourly if we needed them.

Councilman Jarriel said my recommendation would be to terminate, but I understand what you are saying. He said I'm sure Calvin-Giordano will put in an RFP for the next contract, but I'm think it definitely needs to be clearer than this contract was, for example I want to know hour by hour what we are paying for.

Town Clerk Lippman said in the RFP we did ask for that because the Town still doesn't know how they want to handle Code Enforcement the RFP says they have to be flexible, either being hourly, lump sum, but they have to be flexible and it is very specific in what they have to do for the Town. He said so they have no choice to report and that will be in the RFP and the next contract.

Councilman Jarriel asked how much input will the FAAC have on the RFP and the contract.

Town Clerk Lippman responded well the RFP is already out, but before we do the contract we can have a FAAC Meeting to review it before it goes to the Attorney.

Councilman Jarriel stated well I definitely want the FAAC to be involved with anything that has to do with money.

Town Clerk Lippman responded no problem.

Councilman Liang said the only thing I was concerned about was the log, like Councilman Jarriel said, and I would have like the log a little bit more detailed just so I could see what action was taken and what was the outcome if there was any so I would have had an idea of what was going on.

Town Clerk Lippman responded you are absolutely correct. He said we don't have an hourly log of what they did, but we do have a pretty thorough log case by case if you are ever interested in seeing that at the Office.

Councilman Louda said I agree with Mr. Jarriel and Mr. Liang that we do need to know what we are paying for. He said I see a few things here, number one, we had a contract in good faith with Calvin-Giordano for Code Enforcement and we decided to cut back and they didn't have a lot of work to do because of changes we made with not knowing what was going on with our codes and stopping Anonymous calls and they agreed to cut back on the contract which I take very well on their side. He said not paying them what we owe them I find disgusting because we have a contract. He said we didn't give them any work to do and that is not their fault. He said it is a learning experience for us and does it cost the taxpayers money for our mistake-yes, it is a learning experience, we are paying for our mistakes, not theirs, but we owe them money and we should pay them period. He said that's good we learned and let's go forward- but let's get them paid.

Vice-Mayor Lipp asked for comments from the Public.

John Ryan, 3508 A Road- said I appreciate that we all feel we've learned now, but the fact is that we have been operating for about six months having learned that this contract which could be changed on seven days notice should have been substantially adjusted, and prior to that time, in good faith when they saw that their original bid was not compensating them for what we expected they asked for and received additional compensation, when we saw that there was not sufficient work for them to do, because as I understood it the Town Staff was able to resolve some of the questions without having them present to do it, it doesn't seem to work the other way. He said at that point in time they had a monthly fee, and they said we have a contract and that is what we are billing. He said and a contract is a contract and Councilman Louda is not entirely wrong there, but for a couple of months we have asked Calvin-Giordano to be very specific in terms to what work they have been doing and not doing and I don't think that we received a good faith reply to that for discussion and evaluation. He said I think it is frustrating that we are at the point that we are at and whatever is done with regard to getting additional information and paying the bills, that this whole experience should be a gray or perhaps a black mark to consider Calvin-Giordano's ability to work with us on other contracts.

Town Clerk Lippman said I just want to clarify for the record that the two times we increased the contract due to the amount of hours that it was not Calvin-Giordano coming to us and asking for a raise, it was Town Staff who came to you and said we are overwhelmed and we need more

help because we are spending 25 of our own hours a week on Code Enforcement so we kindly asked the Council to spend more money on

Councilman Louda responded I realize that.

Elise Ryan, 3508 A Road- said sometimes I think we get sidetracked when we are talking about the contract and I don't think there is any issue that we wouldn't pay and I have never felt we should not pay when we have a contract. She said what happened is the FAAC asked for information at our last meeting and again at the last Town Council Meeting, and one of the FAAC Members said why don't we ask the Code Officer for his log so we can find out what he was doing. She said we have a situation with this, and I think it is kind of interesting that Town Staff asked for an increase, but they didn't ask for a decrease when there was no work for them to do. She said this has been going on for a long time and is not something new, and we have paid Calvin-Giordano \$34,000.00 for this fiscal year and there have been 28 complaints during that period of time and what I want to know is of those complaints, how many did you go out on, because a lot of times there is nothing that needs to be done. She said a lot of times those calls that come in the office are not code related, so my question was since the complaint log doesn't tell me, did you go out on and what did you do, because we have a situation here where we are being told that 48 hours was worked, but for example, from September 20, 2008 to October 20, 2008, we had zero complaints, zero visits, but we paid them \$4700.00 and that has gone on month after month after month. She said and after all this time, we have had two violations, so we have paid \$17,000.00 per violation. She said when I went through the log I found 12 that they could have gone out on, but I don't know that they went out on, and I don't know if the disconnect is with Calvin-Giordano or with Staff. She said I don't disagree with the Staff's analysis of the contract, but I did want to have a dialogue with Calvin-Giordano and find out what are you doing for the money. She said the log that was turned in in response was not satisfactory and doesn't tell me anything. She said it says went to Loxahatchee Groves and dealt with Business License, well I want the name of the business that he dealt with because as I understood it we don't do that and the County does that. She said it is a County business license that I believe they have to refer to us for a new license for zoning approval. She said my net on this thing was all I wanted was to have a dialogue with the vendor and I wanted some information and we haven't gotten it yet. She said I think it is quite normal to ask for substantiation.

Vice-Mayor Lipp mentioned the contract we have with them has an Audit Function in there.

Lung Chiu, 3270 B Road- said I think the main problem with the issue is what are you doing for the money, because currently the Town does not have contract administration and we do not watch the contracts so when they don't deliver or they don't perform, we have to pay. He said we need to change the contract and I am glad for the new contract with the Town Manager that we are looking at it. He said and as a taxpayer I would like to see this more carefully looked at because we keep government light and the administration of the contracts of our consultants is very important to us.

Nancy Handweg, 19th Street- said I also had a chance to review these contracts, and I don't disagree with anything that has been said about having logs/journals in the future, but this is water under the bridge, this is stuff that happened two months ago, and we hadn't asked them to keep these. She said this is about them having to pay for an employee to be available to us even if they didn't have to come out here and looking at this from a purely business perspective, how much can we beat them up for having a person waiting to come on a minutes' notice. She

said I agree that going to hourly is the way to go, but for us beating up what should have happened two months ago, you all are spending way too much time on something that has already happened that we can't change.

Cindy Corum, 2452 C Road- said Nancy just said that your Code Officer was available to the Town and I saw in the Agenda Packet where they listed two days in May and six days in June where it said in Loxahatchee Groves on Code Enforcement issues. She said during May and June, we only had three complaint and Matthew has already stated on the record in the FAAC recording that we didn't send anyone out for the wild peacocks and we didn't send anyone out in May or June and Code Enforcement worked zero hours according to Matthew, so \$2900.00 for zero hours of work seems ridiculous to me. She said I do understand we have a contract, and if Calvin-Giordano came to us and said you know what we didn't work any hours in May or June but you still have a contract, I would have more respect for them then they putting out a log saying they were in Loxahatchee Groves working, prove it-we've asked again and again and again, where did you go and what did you do. She said if you want to pay the \$2900.00, then fine we'll pay it, but let's fess up here, there was no work done in May or in June. There are no records to substantiate those days they say they were here.

Councilman Jarriel said as a Council Member I am not trying to beat up on Calvin-Giordano, but this is a Public Meeting and time for our Council Members and the Public to speak and I want it on record how we feel about our tax dollars getting spent. He said I agree Calvin-Giordano reduced their price and I appreciate that, but it is like Cindy and Elise said, I would rather people would just come out and say we've got a contract and you are obligated to pay. He said the contract will be up September 30, 2009. He said when our FAAC comes to them and asks them for certain things I expect them to give it to them. He said this FAAC is going to save the taxpayers of Loxahatchee a lot of money in the future and it is costing us nothing. He said so anytime I can support them and it is beneficial to the taxpayers then I am going to do it.

Councilman Louda said I agree that the log is "wanting" for lack of a better word. He said now hopefully since it is out, and I don't believe that Calvin-Giordano made this log up, and asked is there some way to reconcile this log before Calvin-Giordano and Staff by the next meeting to find out what is really going on here. He said I don't believe it is made up. He said fill in the blanks, give us some names on what businesses and tax licenses was inspected. He asked about what Ms. Corum said about Business Tax Licenses.

Town Clerk Lippman responded what happens is when anytime there is a new business in the Groves and the County is done with all their inspections, Town Code Enforcement is the last sign off. He said they go out and inspect the business based upon the Code and we sign off on it and then they take the form back to the County to get the license. He said they can't get a Business Tax Receipt without our Code Enforcement's signature.

Councilman Louda said I am glad to hear there are actually businesses out here that actually go forward and get a tax license.

Shelley Eichner, Calvin-Giordano- said just to respond to some of the things and Councilman Louda, I certainly agree with you what we gave as a log is "wanting" and it was merely a documentation of where Mr. Dubinsky was on any given day. She said he did not keep a detailed log as to who he went to and where he went and what he did every day, it was just going through the processing of the cases when Matthew called him to come up here, he went and he didn't keep a detailed log and I can't fabricate one for you. She said I can tell you now

that we are on an hourly, I told him every minute of his time needs to be documented. She said it is a different type of contract. She said I am not trying to skirt the issue but I can't provide to you something we don't have. She said Matthew does have and there is a log of the cases, and of what was done and who went where, but we don't have the other type of log and the contract didn't call for it. She said maybe shame on us, shame on you, I think we are all in agreement that we could do things a lot better. She said as far as the contract, no we have never been here once to say this is the contract and you are going to pay it, she said yes we were here to increase it but when you asked to decrease it, and every time you asked to cut back we said sure. She said I will tell you we are going to apply for the RFP you put out and I hope you wouldn't treat it like a black mark, we have done plenty of work for the Town and we want to continue to work with the Town and help you continue to succeed. She said just so you know when I am here and Patrick is here, we don't charge you for that, and yes when work is done we do charge you but we are all in business but we do a lot of our time for you pro bono because you are a start up city. She said I do not believe we have this log everyone is envisioning, it just is not there, but we were tasked with eight hours a day and that is what we did. She said he was here and he did work the eight hours.

Ms. Corum responded the log-if you could even call it a log, says he was here for two days in May and four days in June. She said if Calvin-Giordano doesn't know what their own guy is doing and they are paying him on our behalf then Matthew should know. She said Matthew already told the FAAC that Mr. Dubinsky didn't work a single hour in May or in June. She said let's ask Matthew or ask Will what he did, we must have a record of what new licenses have been processed in the past two months-this is silly.

Town Clerk Lippman responded we do have an email trail of the months in question, and I already put together a format which I sent to Calvin-Giordano and we can justify any email that was sent to Will in that time frame. He said this is a debated issue between the Council and the Public and I have remained silent, but I will tell you I don't lie to you. He said you can go back to the FAAC audio and I did indicate that there were times he did not come, but I didn't say he didn't come a single day in May or June and that is false and inaccurate. He said I am not here to choose any sides on this and I will do whatever the Council wants me to do, but the only thing I ask is and Elise and I worked very well on this matter together, but if the remaining time we are going to be here there is going to consistently be a lynch mob up here it is not going to be a fun 45 days here. He said we need to move forward on this and we need to learn from our mistakes. He said if we are going to continue to be a lynch mob, I surely hope this is something that Frank Spence is going to have to go through.

Vice-Mayor Lipp said I've talked with a lot of the citizens of the Groves and understand their angst and this is just an issue that we faced with Calvin-Giordano, because they have been our primary supplier and when someone is receiving a lot of checks from the Town they do get a lot of extra scrutiny. He said so this really comes down to what are we doing, they negotiated down the two months bills from \$8000.00 to \$2900.00 and my gut tells me to just let this go and let's just move on and get this behind us. He said we really have to stop at a certain point or it really does become just a lynch mob and we are really not that way. He said we tend to pay our bills and pay our way. He said probably the best thing to do tonight would be to take it off the boiler and let the FAAC hash through this and on the September 1, 2009 Meeting we will have this and my recommendation at this point is to have the FAAC come back with an okay on this new number, and to also keep in mind that we do have a contract. He said Matthew forward that contract today to all of us and there is an Audit Function in there listed in Article 9.2. He

suggested to Town Attorney Cirullo, just so the FAAC is up to speed on that, you might want to take a look at that because if you want any documents brought forward on that, that is the time

Councilman Liang said the only reason why I didn't second Councilman Louda's Motion is because the FAAC and a few other members of the Community still had a lot of questions and I didn't want to approve handing out the money until those questions were answered or at least attempted to be answered. He said I will be very happy to see this thing end at the next meeting also have some, if not all the questions that people had or have be answered.

Councilman Jarriel said I believe this should be the end of it after tonight. He said I believe the Public has been educated and the Council have had their chance to speak and Shelley had her chance to speak. He said Calvin-Giordano has one more month. He said I don't think we need to be educated any more on this subject. He said the RFP is out and we will decide who we will use for a contract for the next year, and they will put their bid in just like everyone else. He said I think as a Council and as an FAAC, and as the people who are putting in their thoughts to the Board, I think we have kind of expressed what we want in this RFP and Matthew is taking care of that, so I say we need to let this rest and continue on. He said decisions have been made in the past and contracts have been made and it is not always the contractor's fault, they live by their contract, and it is up to this Council and it's up to Advisory Committees that are willing to sacrifice their own time for nothing to make this Town work and save taxpayers money, so when I read over their contract, they lived up to their contract and it is not their fault. He said so I think it is time that we just leave it alone and do the RFP's and get on with our business.

Town Clerk Lippman asked Councilman Jarriel if he was making a Motion.

Councilman Jarriel responded another Council Member had made the suggestion of running it by the FAAC and I agree with him, but I will tell you right here tonight, because of the termination clause in the contract and stuff, I will approve it next month, because I will abide by the contract that this Council (not necessarily all of us) but the Town Council of Loxahatchee Groves signed.

Councilman Liang MOTIONED to have continue this Item and have the FAAC look at the amended May and June bills for Code Enforcement to Calvin-Giordano then pending approval at the September 1, 2009 Town Council Meeting, SECONDED by Councilman Jarriel and discussion was then continued:

Councilman Louda said I'm looking at the May bill and in September it will be four months past due. He said Councilman Jarriel made some points we've learned and the FAAC has already looked at it, and I believe in good faith that Calvin-Giordano along with Town Staff's help will construct some sort of log. He said so I am going to vote "nay" on this-because I want to see them paid and get on with it and move forward. He said if we are going to vote on it, why not now, what is the FAAC going to tell us next month that they haven't already told us. He said our learning curve is flattened out-we are done learning. He noted and they reduced the fee considerably.

The MOTION tied 2-2, with Vice-Mayor Lipp and Councilman Louda opposed, and Mayor Browning absent.

Vice-Mayor Lipp passed the gavel to Councilman Jarriel so he could make a Motion. He said I don't think we are going to come up with anything new and we are going to pay this.

Vice-Mayor Lipp MOTIONED approve and pay the amended May and June bills for Code Enforcement to Calvin-Giordano, SECONDED by Councilman Louda and discussion was then continued:

Vice-Mayor Lipp asked for comments from the Public to continue.

John Ryan, 3508 A Road- said there has been a lot of plusses and minuses talked about tonight and I think the main thing is the Town has had a bad experience with this contract. He said I think what we are trying to do is get it to a reasonable conclusion and we brought out that there is an Audit Right in the contract. He said I remember reading in the Minutes that Matt was going to make a specific request for a detailed explanation of the time spent. He said Calvin-Giordano has known for at least one to two months that this detail was requested and I think it is a matter of discipline of a contractor who has gotten more money than anybody else from this Town, that they ought to be required to furnish information before any bill has been paid if it has been requested under an Audit Right.

Ken Johnson, 15409 Collecting Canal Road- said shame on them, shame on us, as stated we do have a contract. He said shame on them for improper documentation, but they have come to an agreement to reduce the cost. He said folks, we owe them the money and we have learned a lesson. He said we have spent how many hours and these folks have done an excellent job and let them continue to do a good job looking at future contracts. He said but hey we owe them the money, let's step up to the plate, pay them, write it off as a learning experience and move on and these folks (FAAC) have spent untold amount of hours and have done an excellent job in finding this data, but let's incorporate what they have learned into future contracts and let them continue to monitor those contracts to be sure we are receiving what we are paying for, but it is a contract-let's pay them-Thank you.

Councilman Liang said one thing I have learned doing business is you don't pay until you get the job done and you get what you want. He said until that point there is really no motivation for the said person to do the work once they get paid. He said this is just a carrot to put in front of them to make sure we get the information that we asked for, but I just want to make sure that the FAAC gets their answers that they asked for. He said that is how I've always done business and I always thought that was the smart way to do it.

Marge Herzog, 966 A Road- said one of the things you are going to have to do as a Council is come up with a consistent way that anyone you have hired has accountability. She said now I have heard repeatedly for the request for PBSO to give you a run down, and look at how much money we pay PBSO and how many times have we gotten a detailed list back of everything they have done. She said we are talking hundreds of thousands of dollars and here we are talking about \$2000.00. She said I think you need to put your priorities in order, and if you expect this of Calvin-Giordano, then come up with guidelines and expect it of everyone.

Councilman Jarriel said I want to comment on that. He said I just got the detailed report from Matthew from PBSO from Sunday morning from 6am-9am on E Citrus by the park and it told me everything they did. He said I agree with Marge that we need the detail and need to put that in our RFP's so this will not happen again.

The MOTION passed 3-1, with Councilman Liang opposed, and Mayor Browning absent.

Vice-Mayor Lipp moved to Item #10.

10. Town Management Contract with Frank R. Spence, Inc.

Town Attorney Cirullo said you have before you the proposed contract with Frank R. Spence, Inc., who is the Management Company you selected through your RFP to begin service commencing generally with the next fiscal year. He said at the meeting where Mr. Spence's group was selected, you had indicated you wanted us to work with the Mayor and come up with an agreement. He said I spoke briefly with the Mayor and I recommended that we use the same agreement that you had with NCS and update it with any information specific to Frank Spence's proposal and the document you had before you in your Agenda Packet was the document I had worked on with Frank Spence over the past 4 weeks or so. He said after you received that in your Packets, I did receive some comments from the Vice-Mayor, and I did share those with Mr. Spence and he agreed to some of those changes, one of the main ones, which would be to include the RFP as an attachment to this agreement because that had a more specific listing of the scope of services that you wanted him to provide to you, so he has agreed to have that added to this agreement as an Exhibit B and incorporated herein, so there so there is no doubt that what he is providing to you and what his group is providing to the Town is what was asked for in the RFP. He said there was a inconsistency noted by the Vice-Mayor in the Fees and Expenses Paragraph, although it indicated that Mr. Spence would start on October 1, 2009, the 1st payment from the Town should have read November 1, 2009 because he is paid in arrears. He said and October would be prorated for the number of days worked, unless he was able to start on the 1st then he would get the full month. He said that same paragraph was also updated instead of calling for just increases with the CPI, it would be adjusted with the CPI, it takes into account the CPI could change-it could lower. He said there were a couple of typos and I regret to say there was one paragraph where there was a reference to you as the Town Commission, and that has been changed to the Town Council. He said there was some unusual language in the Assignment paragraph, and it said shall be run through the Town, and that sentence was just taken out. He said there were a couple of changes to Exhibit A and I want to go over them with you, the first was Management and Oversight of Contracts was added to the scope of services, and the follow up and administration of your Town Ordinances and Resolutions. He said and like I said the RFP will be attached as an additional exhibit.

Councilman Jarriel said I know Frank is going to comply to the RFP, but here is another situation that involves a lot of money and I put a lot of weight with our FAAC and I would like with the changes and the RFP being added to it, for this contract to go in front of the FAAC to make sure that it meets with their approval and then come back to the Council. He said and I hope Mr. Spence wouldn't mind that.

Councilman Jarriel MOTIONED to have the Town Management Contract be approved by the FAAC prior to the Town Council's Approval, SECONDED by Councilman Liang and discussion was then continued:

Councilman Jarriel said I want the FAAC to have an input on this contract and on all future contracts. He said they are putting a lot of time in and they are professionals.

Councilman Liang said and all future contracts, especially for any ones that extend longer than one year, that we would have a stipulation to have a yearly review and evaluation and I think as a Town we should set guidelines as to how we would be conducting those evaluations.

Councilman Jarriel said I agree with that also as far as a performance evaluation.

Town Attorney Cirullo asked so you would like a section in here that would say a Town Manager would agree at the end of each fiscal year to present a report to be evaluated by the Town Council.

Councilman Liang said and we as a Council will figure out the guidelines as to how that will be conducted.

Town Clerk Lippman said in the RFP that Mr. Spence did respond to and approve it is built in there that a performance and evaluation process is required. He said and the reason it is in there is Vice-Mayor Lipp insisted that we have something drawn up. He said as far as an evaluation process, I did bring one that you can review at another meeting. He said the RFP does require he will be reviewed on an annual basis, but it does not spell out how he would be reviewed.

Councilman Jarriel said I appreciate that but I would like for our FAAC to review it as well.

Town Clerk Lippman said for timing purposes if the FAAC does review it on August 31, 2009, the Town Council needs to be okay without seeing it until your meeting because it is the next night.

Councilman Jarriel said they are professionals and are trained at it, so it doesn't bother me at all that I don't get to voice my opinion or see it before that night.

Town Clerk Lippman said I think we need to move up the meeting because I think we are putting the Town Attorney and Frank Spence in a bad position and a 24 hour notice is hard to work with.

Town Attorney Cirullo said I would be concerned with a less than one business day turn around.

Town Attorney Cirullo said I think from a timing perspective you would want to have this contract with Mr. Spence done by the 1st Meeting in September 2009.

THE MEMBERS OF THE FAAC AND TOWN CLERK LIPPMAN LEFT THE ROOM TO DISCUSS POSSIBLE MEETING DATES FOR THIS ITEM

DISCUSSION CONTINUED BETWEEN THE COUNCIL DURING THIS:

Councilman Louda said I would like to see more lead time and I would like to see the FAAC meet this Thursday and get it to the Town Attorney and then we have a Special Meeting next Tuesday to discuss only this.

Town Attorney Cirullo said what I would expect to get out of the FAAC is business terms not legal. He said if it helps I was going to ask for an Executive Session next Tuesday, August 25, 2009 anyway, so if you all wanted to have a Special Meeting following that.

Vice--Mayor Lipp said I had an issue on Page 3 of the contract at the bottom of sub paragraph (i)- it says "The cost to obtain the certificate of insurance shall be an obligation of the Town." He said I know that NCS had their own liability coverage when they came, but if you read down to (ii)-it says "SPENCE shall not commence nor continue to provide any Services or Supplemental

Services pursuant to this Agreement unless all required insurance remains in full force and effect." He said so with this it seems like Spence has the contract and has the insurance, so it seems like this is in here backwards, so I think this section needs to be rewritten.

Future Town Manager Frank Spence responded I had a brief conversation today and the Attorney followed the existing contract on this and it was in there.

Town Manager Dr. Rosenbaum said this contract kind of evolved and I think there are ways to fix this.

Vice-Mayor Lipp asked have you got a date.

Town Clerk Lippman responded we will meet this Friday, August 21, 2009 at 7pm here at the LGWCD.

Future Town Manager Frank Spence responded that he would be there.

Town Attorney Cirullo said if you can get me the results Friday night or Saturday morning that is plenty of time before the Tuesday meeting.

Future Town Manager Frank Spence said commenting on the insurance, it appears to be excessive and part of it is to protect the Council so you would not be held personally liable because you are the Board of Directors of this municipal corporation. He said I would like to get an insurance expert in municipal insurance to advise me so then I can turn around and advise you on what the recommendation is in insurance. He said and the Town does have some insurance with FMIT.

Town Manager Dr. Rosenbaum said if you look at what I do with my company it is inconsistent with what Frank has because we have 40 plus contracts with other municipalities. He said why don't you find out what we need for this contract and for Frank.

Vice-Mayor Lipp asked can you get that done before the FAAC meets on Friday.

Councilman Louda said so the bottom line is the Town is now picking up insurance to cover us and asked your (NCS) insurance covered us.

Town Manager Dr. Rosenbaum responded no but what we have is all encompassing.

Vice-Mayor Lipp commented it was something that just sort of jumped off the page at me.

Town Attorney Cirullo responded well it is very important.

Vice-Mayor Lipp asked for comments from the Public.

Lung Chiu, 3270 B Road- said I hope for the contract it has most of the information and then I would like to add a few more suggestions and considerations. He said if you remember the Management Firm gives us the Management Report and this is a report that advises us of their ongoing projects, and I think it is important to have a good transition with ongoing projects. He said I think this is pretty much a capture of what our current firm has been doing for us over the

last several years and I think it is important that the New Town Manager should know what the value and objectives of the Town are. He said if we incorporate this, we are in good shape and should be able to cover everything we need.

John Ryan, 3508 A Road- said I think that the thing we have learned over the past year is that we don't want to have a misunderstanding between what the Town and the Town Council expect of the Town Manager and what the Town Manager thinks his role and responsibility are. He said I would like to compliment Matt on the job that he did in putting together the RFP and I think Frank Spence said the RFP is exactly what he understands his job to be. He said I think the good news is if you look at pages 2, 3, 4, 5, 6, and 7 in the RFP, you have exactly what the Town said they expected and what Frank Spence acknowledged that he understood that was his role and what he agreed to do. He said I think there may be one or two paragraphs in there-one in respect to Michelle Kantor and one is kind of background for the description of the Town Charter for the Town Manager that you might want to take out, but that is your foundation document. He said I was disappointed when I saw the proposed contract in the packet and it really was the NCS contract, because the scope of work that was in the NCS contract I think was misunderstood on both parties. He said I think they understood what they were expected to do, but I think we expected something more and different, especially in something like the management of the contracts of the Town and they didn't get as much compensation as we are willing to pay and I think we see now that the amount of time that we expect Frank Spence to do is more than the role of NCS was. He said so that will cover a big piece of the requirements and I would just say just virtually scrap the scope of work that was in the proposed contract and just substitute these pages that were in the RFP. He said we had asked Matt and he did use the words-provide management oversight of the contractors in several areas and he took the comments that were made during the Town Council Meeting in regards to the RFP and he put together a lot of detail that I think will serve the Town well and serve Frank Spence well in terms of what is expected. He said I think there are some other things that perhaps the FAAC will go into, but those are the basics and I think for everybody's clarity to use the document that was bid on.

Vice-Mayor Lipp said thank you-noted.

Town Attorney Cirullo said I got that message loud and clear that the RFP was not attached and that is why it will be amended to include it.

Town Clerk Lippman said I do ask and I appreciate John Ryan bringing it up, is for the FAAC on before Friday night to read the scope of services in the RFP and I feel very confident that if you read it line for line and read every word in there a lot of what everyone and what Lung Chiu brought up is in there. He said I caution getting too much detail in holding Frank Spence's contract up. He said if you really read it line for line you will realize a lot of the things you hope and desire are in there.

Councilman Louda said Lung Chiu brought up two good points, the management report and I would like to see that there is a periodic reporting by Mr. Spence, and also by him signing the contract and having the vision attached it says I acknowledge the vision.

Town Clerk Lippman responded it is already in there, the vision is in the document.

Councilman Louda asked what about the management report.

Town Clerk Lippman responded that can be added and is already a part of the scope of services.

Town Manager Dr. Rosenbaum said when we came in here this turned out to be a very different job, and I think you have to be flexible to changes.

The MOTION (from above) passed unanimously 4-0, with Mayor Browning absent.

Councilman Louda MOTIONED to approve the scheduling of a Special Town Council Meeting on Tuesday, August 25, 2009 at 5pm at the LGWCD to discuss and approve Frank Spence's contract, SECONDED by Councilman Liang and the MOTION passed unanimously 4-0, with Mayor Browning absent.

Town Attorney Cirullo said pursuant to Chapter 286 I would like at this time to request the Council to schedule an Executive Session regarding the Comprehensive Plan challenge that has been filed. He said I had intended to ask for that to be scheduled next Tuesday, August 25, 2009 at 4pm, to be followed by the Special Town Council Meeting at 5pm.

Councilman Louda MOTIONED to approve the scheduling of an Executive Session on Tuesday, August 25, 2009 at 4pm at the Town Office, SECONDED by Councilman Liang and the MOTION passed unanimously 4-0, with Mayor Browning absent.

Vice-Mayor Lipp moved to Item #14.

11. 2007-2008 Audit Findings Corrective Submittal

Town Clerk Lippman said pursuant to discussion with the FAAC we agreed we would come forward this evening and submit to you and report to you where we are at. He said there were two findings in the Audit which we are required to respond to, the first one was it was recommended that the Town create a special revenue fund or account for revenue sources for local gas tax, it has and it will start October 1, 2009 for the next Fiscal Year. He said in reference to the Finance Procedures Manual, it was submitted to the Town Auditor and he did send some feedback which I have not had a chance to get to Frank Spence, but I should be able to knock it out and bring it to the FAAC for their review and then at that point we will move forward with it. He said it is an Audit Finding and because it is now the 2nd year of an Audit Finding we need to do it because we promised we would do it. He said the Auditor did caution a little from his perspective, and I asked him isn't it important to have this manual in place by the beginning of the fiscal year, because my previous fiscal year is going to be tested, and the Auditor said know that is not the case, he is not going to go retroactive. He said because it is a finding two years in a row, I think we have the obligation to get something in place before the end of the fiscal year. He said I need the opportunity to work with Frank Spence to get the details and we will submit it to you at the September 1, 2009 Town Council Meeting.

Vice-Mayor Lipp asked for comments from the Public.

Elise Ryan, 3508 A Road, FAAC Chair- said Matthew works very fast sometimes so my request is could the FAAC have a copy of the Auditor's Feedback.

Town Clerk Lippman responded yes.

Vice-Mayor Lipp moved to Item #12.

12. Waste Pro Monthly Report

Town Clerk Lippman said Pete Riley-Waste Pro, is not here tonight, but I went ahead and submitted the Customer Service Logs from Pete. He commented that Frank Schiola and Pete Riley have been working well together and getting a lot of things accomplished. He said I want to compliment and praise Frank Schiola for going above the call of duty the past two weeks, and he has made a lot of resident's happy and making sure their areas are clean and free of debris to be able to have Waste Pro service them.

Councilman Louda asked on the comingled piles are we following up with educational materials.

Town Clerk Lippman responded my educational material is Frank's mouth.

Councilman Louda suggested a mailer.

Vice-Mayor Lipp moved to Item #1

13. Solid Waste Monitoring Contract Renewal

Town Attorney Cirullo said this is the renewal agreement that you authorized and asked us to bring back to tonight's meeting. He said Councilman Jarriel wanted a simple agreement and this is one page, and it does provide that future extensions can be done by Motion by the Council same terms and conditions as the original agreement. He said you have that prerogative in the future, so when it comes up for renewal in November you can approve it by Motion.

Councilman Liang asked do we want to keep it at three month intervals, or do we want to change it.

Town Attorney Cirullo suggested doing it by Motion at the Meeting when it comes up in November 2009. He said I don't think you need to be limited to three months if that is what your Motion is going to be at that time.

Councilman Liang MOTIONED to approve the renewal of the Solid Waste Monitoring Contract with Frank Schiola, SECONDED by Councilman Jarriel and discussion was then continued:

Councilman Louda said I know this refers back to the original Motion, but wouldn't it be nice to have the rate of pay and the maximum hours in all agreements and future agreements.

Town Attorney Cirullo said it is not in there because it hasn't changed.

Town Clerk Lippman asked does it reference it in there. He said I can attach it as an Exhibit, the original agreement.

Councilman Louda responded that is fine.

The MOTION passed unanimously 4-0, with Mayor Browning absent.

Vice-Mayor Lipp moved to Item #14.

14. 2010 Pre-Disaster Mitigation Program Application for Funding

Town Clerk Lippman said we got notice from the PBC Local Mitigation that there is a possible funding opportunity for the State of Florida and the Town did respond and put our name in that we would be interested in the funding application cycle. He said we received notice that we can proceed with the grant application cycle and I had discussion with Clete Saunier on this because it specifically involves the LGWCD and the Town. He said the reason it is on the Agenda this evening is because we want to let the Town know that if we do get selected for this fund source there is going to be an estimate share cost to the Town, at most \$75,000.00. He said so if you approve to move forward on this there will need to be some direction on that \$75,000.00.

Councilman Louda asked can that \$75,000.00 come out of the five cents gas tax.

Councilman Jarriel said anytime we can get \$300,000.00 for the tax payers of Loxahatchee for the cost of \$75,000.00, I support it 100%.

Councilman Louda agreed.

Councilman Louda MOTIONED to approve submitting the grant application to be included in the 2010 Pre-Disaster Mitigation Program Funding for the replacement of all "D" Road Canal Bridge Culverts with the understanding that the Town will be responsible for 25% of the cost share, SECONDED by Councilman Jarriel and the Motion passed unanimously 4-0, with Mayor Browning absent.

Vice-Mayor Lipp moved to Item #15(a).

15. Administration Update

a. Upcoming Meeting Dates

Town Clerk Lippman said the reason I am being repetitious with the upcoming meeting dates is because I don't want anyone to forget any of them. He said there is a flyer on the table in the back with all the upcoming dates for the Public.

Vice-Mayor Lipp moved to Item #15(b).

b. Third Party Vegetation Hauler for the Town

Town Clerk Lippman said this is not ready to be on the Agenda yet, but pursuant to a request that we made to Frank Schiola, he has obtained a quote from a 3rd party source to assist Waste Pro in hauling the vegetation in the Town. He said I had asked Frank to speak with Pete Riley from Waste Pro to see if they could hire them for the day for insurance purposes and we wouldn't have anything to do with it. He said this is something they are working with it right now and if we get word they will handle it-good, but if they won't, these people have their own insurance, but I would need to get with the Town Attorney to see if there is anything additional we need to do with it. He said what we are going to bring forward to you at the next meeting is

Frank has come up with a cost estimate and potentially if everyone in the Groves takes advantage of this opportunity, after Waste Pro picks up it's share, it may wind up costing between \$5000.00-\$10,000.00.

Vice-Mayor Lipp said I didn't see anything on here relating to a 1st draft of the LDR survey so if we could get that done and out by the September 12, 2009 meeting.

Vice-Mayor Lipp moved to Item #15(c).

c. Minutes Formatting

Town Clerk Lippman said we can discuss this tonight, but since Mayor Browning isn't here I would suggest waiting on a vote. He said but we can get some feedback here and bring it up for discussion.

Vice-Mayor Lipp said Councilman Jarriel and Councilman Lidang both stated that they like things the way they are so that is fine-keep them as they are.

Vice-Mayor Lipp moved to Item #15(d).

ADDITION OF AGENDA ITEMS 15(d)

d. Emergency Management

Town Clerk Lippman said I requested this be on tonight so I could give you an update on Emergency Management. He said do want to note that a lot of this work couldn't have been done without the work of Elise Ryan, Frank Schiola, and especially Doreen Baxter because it was a huge task to get this done and I appreciate that. He said I did follow up and at the meeting in June I did report to you that we had to get together with Calvin-Giordano because there were some gaps in there and some concerns we had which are mentioned in the Memo I will forward to you. He said with the help of the citizens we do have an Emergency Plan and a Disaster Debris Plan that is operational and has been submitted to FEMA to review to make sure we are not missing anything. He said and although I do believe that Calvin-Giordano and Ashbritt are on the same page, that is still not enough, and I am going to reiterate the message that Doreen sent out that we need to schedule what is called a table top exercise to work out the scenario of before/during/after a disaster so all the parties involved know what is going on. He said I think the biggest thing is going to be the Council Members because I think they are the most disconnected because I haven't really got you involved and you have a big role. He said obviously the Vice-Mayor will be involved with his role with the CERT Team, but the rest of you will be involved in the EOC and need to know what will be required of you.

Vice-Mayor Lipp asked do you have a date in mind for this.

Town Clerk Lippman said I don't, I need to work with Frank Spence on this.

GENERAL CONSENSUS WAS GIVEN FOR TOWN STAFF TO MOVE FORWARD IN SCHEDULING A TABLE TOP EXERCISE IN EMERGENCY MANAGEMENT FOR THE TOWN

Councilman Louda asked is this only primarily for hurricane/tornado type emergency stuff and asked does it include pandemics.

Town Clerk Lippman responded pandemics are a little bit different. He said I have been working with Pat Johnson on the POD part and I challenge anyone in the County to be more prepared than this Town for a pandemic. He said but hopefully we can incorporate that into these manuals. He said we are going to keep the people who have been involved in this process actively involved and they will help us make any decisions moving forward.

Vice-Mayor Lipp said very good.

Vice-Mayor Lipp moved to Item #16.

ADDITION OF AGENDA ITEMS 16

16. Sweep Agreement with Riverside Bank

Town Clerk Lippman said at this point I am going to ask Frank Spence to clarify this because he has more experience with this than I do. He said last week, Mr. Spence and I had an opportunity to meet with Riverside Bank. He said the way it works now is we have approximately \$500,000.00 in our operating account and typically any funds beyond \$250,000.00 are insured but the way they are structuring it is in order for this to still occur, any funds in excess of \$250,000.00 will be swept on nightly basis. He said there is a clause in this where we can get out of it with a 3 day notice, so it is not internal. He said the deadline is coming up next week and I want us to get our funds. He said then on August 31, 2009 we can get feedback from the FAAC and see how they want to move forward.

Frank Spence, Future Town Manager Loxahatchee Groves- said this is known as a Repo Agreement and almost every City has one and the way it works is while we sleep your funds just sit in the bank overnight and earn ordinary interest. He said when the interest rates were high this was a money maker, we all made money to supplement our finances. He said the way a Repo sweep works is the bank takes the money and goes into the National Federal Reserve and it is made available worldwide, the rest of the world continues to do their banking in their daylight hours which is the opposite of ours, so your money is really going to work while you sleep. He said it earns additional interest, not much, but it supplements the interest you are getting now. He said I know you have funds invested in the State Board and they insured, but they sweep even their funds overnight. He said it is an overnight investment and then it is back in and available to the government's use. He said basically every City I know of has a repo agreement with the bank, and when we met with the Riverside representatives they said the deadline would be August 25, 2009. He said they did put a cap on what they would insure and if our FDIC goes up to \$250,000.00 they will cover another \$750,000.00. He said we need to discuss it amongst ourselves, but we will probably start spreading our investments around to different banks. He said over this past weekend, five banks including Colonial Bank were turned over to the FDIC and they all opened the next day so no one lost any funds. He said I know our concern is to protect the Public Funds but the bottom line is this is a standard agreement for Repos.

Town Attorney Cirullo said the thing that I like about it is that you can get out of it on a 3 business days notice, and I think the bank just wants something to be able to allow us to get the additional sums that are at the bank and allow them to go out and do this sweep. He said I don't do investment banking, but it is my understanding this is a common place and as long as it is consistent with the Florida Statutes on the Investment Policies it is something you can do. He

said I do agree the Town should look at more exposure with banking and it is an opportune time here with the change, and once we get a little bit better understanding of what is going on here it could be terminated with a 3 day notice.

Vice-Mayor Lipp said as long as we aren't exceeding the FDIC requirements, and as long as we are moving forward with this. He suggested since we signed this, maybe we can ask Riverside to provide lunch for the Workshop on Saturday, September 12, 2009.

Councilman Liang MOTIONED to approve the Sweep Agreement with Riverside Bank, for Vice-Mayor Lipp to sign to execute the agreement in place of Mayor Browning, and that Town Staff will be asking future investment advice from the FAAC, SECONDED by Councilman Jarriel and the Motion passed unanimously 4-0, with Mayor Browning absent.

Vice-Mayor Lipp moved to Item #17.

17. Public Comments

There were no comments from the Public.

Vice-Mayor Lipp moved to Item #18.

18. Town Manager and Town Clerk Comments

Town Clerk Lippman said I want to thank Vice-Mayor Lipp for putting his thumb on Commissioner Jess Santamaria and his Staff to get information on the Loxahatchee Groves Park and the School Zone Flashing Lights. He said I got word from George Webb that the park is tied up with the DOT right now in the permit process and he indicated to me that October should be the construction date and all they are waiting for is the permits to come out of DOT and once they are out they should be expedited with the County. He addressed Councilman Jarriel and said the ILA will be approved by the County this week and once it is approved and I get it back in my hands then I will call Vice-Mayor Lipp for his help in getting those up. He said on the speed control enforcement we did switch it up a little and we did try Sunday at the park and they did catch a few people. He said they told us that the average speed on Okeechobee is 51mph which we already know, but we are getting some valuable feedback and we are in a good position. He said we are also on North Road. He said I usually try not to advertise it but they are out there and active, and in fact one of them is a resident of this Town and he knows the tricks. He said the interesting thing is that most of the people getting caught have nothing to do with speed enforcement. He said they are getting arrested for no insurance, no license, stolen vehicles, and being on the FBI Most Wanted List for Miami. He said I do have the banners for the LDR Meeting and they will be up this week. He asked Vice-Mayor Lipp to clarify when he would like the survey questionnaire to go out. He said my understanding is from the last Workshop, we had to get it out, but as of the last Council Meeting, that was not the case. He said that was my understanding from the Minutes of that Meeting that you wanted to have Town Staff, Mellgren, and the residents at the September 12, 2009 Workshop get together and come up with questions and after that to send it out.

Vice-Mayor Lipp said that sounds like a plan.

Town Clerk Lippman addressed Cindy Corum, Member of the Public, and said if you look at the current event page under the LDR's on the website, and I apologize it took so long, but right now we have it on the LDR page where you can submit any comments you want and they will come to the Town Clerk to make sure nothing gets racy. He said after the Town Clerk approves them they will be lined up on the website for everyone to see. He said it is available to the Public so it is there and this is a feature that can be used in the future for any other thing you choose to have public feedback on. He said so it is there permanently and is ready to go. He said at the end of the day, what I ask, is in the 2-3 hours we are here we need to have the opportunity to yell and scream and call each other names, and be mad at each other, and that is okay because that is what relationships are all about, but what I do hope is when the dais is closed and we do leave the room we can go back to working together. He said we have to work well together and I think we can even if we do butt heads because we are all here for the same reason-Thank you.

Vice-Mayor Lipp moved to Item #19.

19. Town Attorney Comments

There were no comments from the Town Attorney. He said I gave my comments earlier regarding the Executive Session.

Vice-Mayor Lipp moved to Item #20.

20. Town Council Member Comments

Councilman Liang said it seems like we are getting out early so no comments.

Councilman Jarriel said I just want to thank the FAAC, Matthew, and Town Staff for doing a good job. He asked if the tires we are getting the dumpster for could have rims or were just strictly rubber tires.

Town Clerk Lippman responded just rubber tires.

Councilman Jarriel said keep in mind when people are flashing their lights on Okeechobee it means they just passed a PBSO. He said but it serves the purpose and slows them down it just doesn't cost them a ticket.

Councilman Louda said I mirror what Councilman Jarriel said that the FAAC is doing a fine job, I was wrong, so big deal. He then asked on the Loxahatchee Groves Park and DOT holding it up, is that only for Entrance A on SR80.

Town Clerk Lippman responded once Entrance A is there, we can go for B, but we push for B until A is done.

Councilman Louda said they said the mean speed on Okeechobee is 51mph, have them throw in a standard deviation too, I would like to see where this goes.

Town Clerk Lippman responded yes sir.

Vice-Mayor Lipp said I think we had a good meeting tonight, and I think the time we spent on the Code Enforcement issue was an exercise in democracy. He said I look forward to the next meeting.

Vice-Mayor Lipp moved to Item #21.

21. Adjournment

Councilman Louda MOTIONED to adjourn the meeting, SECONDED by Councilman Liang and the Motion passed unanimously 4-0, with Mayor Browning absent.

There being no further discussion and no additional public comment the meeting was adjourned at 9:01 p.m.


MAYOR DAVE BROWNING

ATTEST:

Matthew Lippman, Town Clerk

9-1-09
Date Approved