

**ORMOND BEACH CITY COMMISSION MEETING
HELD AT CITY HALL COMMISSION CHAMBERS**

January 18, 2005

7:00 p.m.

Present were: Mayor Fred Costello, Commissioners Jeff Boyle, Troy Kent, and Bill Partington, City Manager Isaac Turner, Assistant City Manager Theodore MacLeod, City Attorney Randy Hayes, and City Clerk Veronica Patterson.

A G E N D A

- 1) Meeting call to order by Mayor Costello.
- 2) Invocation.
- 3) Pledge of Allegiance.
- 4) Approval of the Minutes of the January 4, 2005, meeting.
- 5) **PRESENTATIONS:**
 - A) Employee-of-the-Quarter award to Mikel Zatalava.
 - B) Proclamation by Mayor Costello proclaiming January 22, 2005, as “Nancy and Lowell Lohman Day” in the City of Ormond Beach.
 - C) Presentation of “HOMe for the HOLIDAYS” awards.
- 6) **AUDIENCE REMARKS:**
- 7) **INTERGOVERNMENTAL BOARD REPORTS:**
 - A) Metropolitan Planning Organization
 - B) Volusia Council of Governments
 - C) Smart Growth Implementation Committee
 - D) Water Authority of Volusia
- 8) **CONSENT AGENDA:** The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.
 - A) Resolution No. 2005-05 authorizing the execution of a First Amendment to the Impact Fee Reimbursement and Joint Participation Agreement between the City and The Tuscan, LLC, relative to sanitary sewer service extension along State Road 40 near “The Tuscany” subdivision, by increasing the City’s portion of the contract price by \$5,894.97.
 - B) Resolution No. 2005-06 accepting a bid from P&S Paving, Inc., for the 2004 Roadway Resurfacing project; authorizing the execution of a contract and payment therefor; rejecting all other bids. (\$601,438)
 - C) Resolution No. 2005-07 accepting a bid from D&W Paving, Inc., regarding the South Ridgewood Avenue, Lorillard Place and Live Oak Avenue Roadway and Drainage Improvements project under Bid No. 2005-07; authorizing the execution of a contract and payment therefor; rejecting all other bids. (\$1,500,108.85)
 - D) Resolution No. 2005-08 authorizing the execution of Change Order No. One (1), increasing the contract price by sixty-six thousand (\$66,000) dollars, to that contract awarded to Masci Corporation regarding the Benjamin Drive Drainage Improvements project.
 - E) Resolution No. 2005-09 authorizing the execution of Change Order No. One (1), increasing the contract time by seventy (70) days, to that contract awarded to Bean Construction, Inc., regarding the Nova Community Park Ballfield No. 3 Improvements project.
 - F) Resolution No. 2005-10 accepting a bid from Bean Construction, Inc., for construction services at the Nova Community Park Ballfield No. 4 under Bid No. 2005-02; authorizing the execution of a contract and payment therefor; rejecting all other bids. (\$275,810)

- G) Resolution No. 2005-11 of the City Commission, also acting as the Community Redevelopment Agency of the City, authorizing the execution of a Property Improvement Grant Agreement between the City of Ormond Beach Community Redevelopment Agency and Michael W. Oakley and Mark G. Oakley d/b/a Granada Dry Cleaners. (52 Bovard Avenue - \$22,404)
- H) Resolution No. 2005-12 of the City Commission, also acting as the Community Redevelopment Agency of the City, authorizing the execution of a Property Improvement Grant Agreement between the City of Ormond Beach Community Redevelopment Agency and S.R. Perrott, Inc. (S. R. Perrott facility located at 4 South Perrott Drive - \$48,218.50)
- I) Resolution No. 2005-13 of the City Commission of the City of Ormond Beach, Volusia County, Florida, providing for the Findings of Necessity relating to the existence of one (1) or more conditions of blight in certain areas of the City of Ormond Beach; providing for the establishment of a Community Redevelopment Area; providing for other findings; providing for implementation. (Ormond Crossings area)
- J) Resolution No. 2005-14 authorizing the execution of a Consent Agreement between the City and the State of Florida Department of Environmental Protection.

9) **DISCUSSION ITEMS:**

- A) Use of the former Rigby School at 150 South Washington Street (previously used by the Ormond Beach Child Neighborhood Center).
- B) Adding a designation as the Robert F. Grim, Sr., Memorial Parkway to Nova Road.
- C) Oak Park Circle drainage.
- D) Requests for agenda items by Commissioner Boyle.
 - 1) Contract language, firefighter overtime.
 - 2) Grounds maintenance contracts with Bon Terre, Inc.

10) **REPORTS, SUGGESTIONS, REQUESTS:** Mayor, City Commission, City Manager, City Attorney.

11) Close the meeting.

Item #1 - Call to Order

Mayor Costello called the meeting to order at 7:00 p.m.

Item #2 - Invocation

Reverend Steve Hogue, Calvary Christian Center, gave the invocation.

Item #3 - Pledge of Allegiance

Mayor Costello led the Pledge of Allegiance.

Item #4 – Approval of Minutes

Mayor Costello advised the minutes of the January 4, 2005, meeting have been sent to the Commissioners for review and asked if there were any corrections, additions, or omissions.

Mayor Costello requested the following changes be made on page 14613: “..the City must investigate and include all viable noise suppression abatement methods such as blast glass, fences, hush houses, and jet aircraft run-up areas...” He recommended the following change also be made: “6) per the airport facility director for the southeast United States, implement ways to limit or restrict access for operators, such as aircraft weight, seating capacity, noise foot printer (stage), ...”.

Mayor Costello asked if there was any objection to approving the minutes as amended. Hearing none, he declared the minutes approved.

Item #5(A) - Employee-of-the-Quarter Award to Mikel Zatalava

Mr. Isaac Turner, City Manager, announced that Mr. Mikel Zatalava, the Employee-of-the-Quarter, had been with the City for six years as a trades worker whose specialty was carpentry. He reported during the last year, Mr. Zatalava completed several major projects including the re-building of the docks at Central Park 1, the boat ramps at Cassen Park, and most recently the renovation of the permitting reception area at City Hall. Mr. Turner noted Mr. Zatalava learned his skills while serving in the United States Army.

Mayor Costello congratulated Mr. Zatalava and presented him with two plaques to be placed on display at City Hall honoring him as the Employee-of-the-Quarter, along with a watch with the City seal on its face.

Item #5(B) - "Nancy and Lowell Lohman Day" Proclamation

Mayor Costello read a proclamation honoring Nancy and Lowell Lohman, the owners of the Lohman Ormond Funeral Home in Ormond Beach and operator of several funeral homes and cemeteries in Volusia and Flagler Counties. He reported the Lohmans have initiated a policy to provide funeral services at no cost to any law enforcement officer or firefighter killed in the line of duty. Mayor Costello stated the Lohmans have extended burial services to Corporal Dennis O'Donnell and Officer Robert Grim, thereby lessening the financial and emotional burden on the families. He noted the Lohmans were also responsible for the "Our Heroes" and "Law Enforcement/Firefighter-EMS Memorial" at Daytona Memorial Park that honors fallen police officers and firefighters who sacrificed their lives in service to the community. Mayor Costello stated the Lohmans continue to provide care and support for charitable causes throughout the community through their time, effort and financial support. He proclaimed January 22, 2005, as a day to honor Nancy and Lowell Lohman.

Item #5(C) - "HOMe for the HOLIDAYS" Awards Presentation

Mr. Brian Daly acknowledged the winners for the 14th annual HOMe for the HOLIDAYS Parade. He reported this year's theme "Racing Home for the Holidays" celebrated Ormond Beach's place in history as the Birthplace of Speed. Mr. Daly thanked 1961 Daytona 500 winner, Marvin Panch, for serving as the grand marshal. He stated the parade had 94 entries and over 2,900 participants.

Mr. Daly stated the winners in the vehicles division were: first place to Liz Miller of World Wide Pageants, second place to the Unified Tai Kwon Do, and third place to the Sugarfoot Family Cloggers. He noted in the walkers division the winners were: first place to the Goldettes Twirling Academy, second place to Skate & Shake, and third place to the Obedience Club of Daytona. Mr. Daly advised the winners in the floats division were: first place to the Ormond Beach Chamber of Commerce, second place to Avante at Ormond Beach, and third place to Cub Scout Pack 468. He stated the winner of the best overall category was the Christ Presbyterian Church.

Ms. Lori Garafolo, president of the Ormond Beach Chamber of Commerce, announced the Presidents Cup winner was Aberdeen Living Community.

Item #6 – Audience Remarks

Runway Extension

Mr. Robert Behnke, 15 Malayan Sun Bear Path, stated those objecting to the runway extension had been referred to as "the masses," "fear mongers," and "being led by false information," but these are extremely rude and untrue in that the residents have researched the subject before reaching their decision.

Commission Demeanor

Mr. Robert Behnke, 15 Malayan Sun Bear Path, stated Ormond Beach had been considered "the preferred bedroom community of the Halifax area;" however, the superior infrastructure and a solid financial base have been worn down by previous administrations. He questioned if this Commission would continue this trend; why Ormond Beach was in competition with other entities; why the City must stretch to grow when so many internal elements struggle for finances; and whether the Commission seeks growth such as the runway extension rather than improving what currently belongs to the City. Mr. Behnke stated the comments made relative to the City Manager attending a conference were unnecessary; treatment of a contractor was unacceptable; and public discussion of an individual's personal history and a private telephone exchange have no place in a public meeting.

FEMA Grant

Mr. Charles Carter, 212 Arlington Way, stated that FEMA instituted a grant program for cities and counties on December 28, but the cities and counties must apply for the grants. He pointed out Volusia County and cities in Volusia County were eligible for \$9,600,000, and Ormond Beach's share would be \$774,000 if the County would receive the application by April 15. Mr. Carter stated if no city should apply, the entire \$9,600,000 would go to the County. He noted the grants require a 25% match to the 75% provided by FEMA and were to be used to fortify cities against hurricanes, tornados, flooding, and other disasters. He urged applying for more than the City's share in case more funds would become available, and he questioned what the City was doing relative to these funds.

Mr. Clay Ervin, Planning Director, stated staff had been working on these grants for the past month preparing a list for specific grants. He noted a minimal match was required, and specific criteria would apply.

Mayor Costello thanked Mr. Carter for this suggestion. He noted staff was already working on this.

Introduction of Raw Sewage into Homes

Mr. Charles Folcik, 402 Oceanshore Boulevard, stated that as a result of a sewage spill in his home on September 13, dangerous mold had developed. He reported Ormond Beach had been cited for multiple violations by the Florida Department of Environmental Protection (FDEP) regarding the unlawful sewage discharge at his home and was required to clean up his home, but Ormond Beach officials have refused to do the cleanup. Mr. Folcik invited Mayor Costello and his zone Commissioner, Commissioner Boyle, to his home to view the mold. He stated he received an intimidating letter from the City Attorney indicating the City would not consider his claim and requiring impossible conditions for him to meet.

Mayor Costello stated he would go to Mr. Folcik's home. He noted his understanding was that the City offered to pay for the damage, but Mr. Folcik wanted additional compensation.

Reflections Village Drainage Issues

Mr. John Dillard, 140 South Atlantic Avenue, Suite 501, stated he was a consulting engineer representing the Reflections Village Homeowners' Association relative to drainage issues. He noted he spoke to staff twice on this issue. Mr. Dillard reported the drainage system was privately owned and constructed to convey and treat the subdivision and 1.6 acres of off-site area. He stated the City had required developments along Nova Road to tie into their system, and the total amount of off-sit property currently being permitted by the City that had been routed through the subdivision was over 5.3 acres, or three times what the original design was made to handle. Mr. Dillard noted that receiving this amount of additional runoff would decrease the water quality for the Reflections Village ponds, making the stormwater leaving the subdivision unable to meet the St. Johns River Water Management District's requirements, and the homeowners' association was legally responsible for these problems. He pointed out Reflections Village had no control over the water quality coming into the ponds from the off-site developments along Nova Road and would be responsible for any hazardous contaminants entering the system. Mr. Dillard stated the plants have died and need to be replaced to meet the District's requirements, but it was costly and may not have been necessary if the additional area had not been added to the system. He noted runoff from the parking lot of the commercial development had undermined portions of the retaining wall. Mr. Dillard asked the Commission along with staff to stop the current construction at the Nova Shoppes and the proposed construction on the City fire station until these issues could be resolved.

Mayor Costello thanked Mr. Dillard for making the Commission aware of the problem.

Commission Respect

Ms. Lucille Bornmann, 6 Windsor Drive, expressed dissatisfaction regarding actions that occurred at the last meeting. She stated the Commission should respect the Community and each other.

Employee Increases

Mr. Gregory Avakian, 161 Heritage Circle, stated inaccurate and misleading numbers had been provided by this political body and others such as the reported 18% pay increase over three years when the figure was actually 19.1%. He questioned the influence of political contributions made by unions to some City Commissioners and requested an open discussion on the issue.

Fire Station #91

Mr. Avakian questioned the \$100,000 architectural services fee for the new fire station. He stated a request was to be made for \$175,000 for a traffic light for the new fire station that was not originally anticipated, and he questioned why that was missed and what the percentage of the cost of \$175,000 would be constituted on the overall construction cost.

Airport

Mr. Avakian stated the 04-05 capital projects details the environmental impact study at approximately \$20,000. He questioned if this was the same as Resolution #2004-208 for \$31,825, or a 59% cost increase in the capital project details cost. Mr. Avakian voiced opposition to the proposed runway extension.

Restricted Access to a Public Hearing

Mr. Adrian Thompson, 6 Dorado Beach Court, speaking on behalf of League of Ormond Beach Voters, stated the City held a meeting on January 4, 2005, that was conducted in violation of Section 286.011 of the Florida Statutes relative to Item 8(A) and 8(B). He stated the City unreasonably restricted access and participation of the public preventing a full and open public hearing. Mr. Thompson noted the following: the City should have known attendance at the meeting would exceed the capacity; failed to maintain the serviceability of the public address system for those who could not gain access to the chambers, and allowed only one row of people standing when other meetings allowed two to three rows. He stated the City provided seating for 50 people in the atrium in an attempt to accommodate the public, but it was out of the sight of the proceedings, the audio quality was poor, and no video was provided. Mr. Thompson stated a personal fan was placed by one of the Commissioners blowing directly into his live microphone interfering with the audio quality; many members of the public were denied the ability to speak as they were unaware of the invitation Mayor Costello made; restrictions were placed on public comments in that the Mayor did not want any member of the public to comment on anything already covered by previous speakers; and those wishing to speak for and against the issue were positioned on either side of the Chambers leaving no provision for those with a neutral position or merely questions. Mr. Thompson reported that he was prevented from leaving the chambers to obtain documents to present to the Commission in that he was informed he would have to wait in line to reenter should he leave, which constituted irreparable public injury. He requested the Commission declare the votes taken to be declared null and void and to take no action to continue work or perform studies regarding the runway extension until another public meeting could be convened to allow full and proper public participation as required by statute.

Mayor Costello stated he did everything he could to allow people to speak.

Candidate's Forum

Ms. Rita Press, 875 Wilmette Avenue, announced that a candidate's forum for the four Zone 3 candidates would be held in these chambers at 7:00 p.m., sponsored by the Citizens for Ormond Beach. She urged people to bring any questions they wished to ask the candidates to the forum. Ms. Press noted there would be refreshments after the meeting where people could also speak to the candidates.

Item #7(A) - Metropolitan Planning Organization

Mayor Costello stated the Executive Committee Meeting of the Metropolitan Planning Organization (MPO) was held and discussion included bicycle helmets that could be purchased for \$4 each for underprivileged children. He noted the next meeting would be held on January 25 where the bicycle and pedestrian plan would be approved, the Clyde Morris Boulevard plan would be discussed, and the results of the Strings and Ribbons summary would be presented.

Item #7(B) – Volusia Council of Governments

Mayor Costello stated the Volusia Council of Governments (VCOG) would meet next week.

Item #7(C) – Smart Growth Implementation Committee

Mayor Costello reported the Smart Growth Implementation Committee would meet on January 31; however, he needed to be in Tallahassee to discuss Ormond Crossings on that date, and he may have to miss the meeting.

Item #7(D) – Water Authority of Volusia

Commissioner Boyle advised the Water Authority of Volusia (WAV) would meet tomorrow morning.

Item #8 - Consent Agenda

Mayor Costello advised that the action proposed for each item on the Consent Agenda was so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any one or more of the items separately.

Commissioner Kent requested Item Nos. 8(D) and 8(J) be pulled for discussion.

Commissioner Partington moved, seconded by Commissioner Kent, for approval of the Consent Agenda, minus Item Nos. 8(D) and 8(J).

Call Vote:	Commissioner Boyle	yes
	Commissioner Kent	yes
	Commissioner Partington	yes
Carried.	Mayor Costello	yes

Item #8(D) – Benjamin Drive Drainage Improvements Project

RESOLUTION NO. 2005-08
 A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. ONE (1), INCREASING THE CONTRACT PRICE BY SIXTY-SIX THOUSAND (\$66,000) DOLLARS, TO THAT CONTRACT AWARDED TO MASCI CORPORATION, REGARDING THE BENJAMIN DRIVE DRAINAGE IMPROVEMENTS PROJECT; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Partington moved, seconded by Commissioner Boyle, to approve Resolution No. 2005-08, as read by title only.

Commissioner Kent stated the report indicated this change order lowered the cost estimate to \$1.1 million, a savings of \$185,000, but the change order was for \$66,000.

Ms. Judy Sloane, Public Works Director/City Engineer, reported there were more changes from the original plan made in order to bring the cost down. She explained the goal was to only repair the pipe trench in the areas where the pipe would not be of great enough depth where the trench would actually take out the entire road, but the base conditions in this area were worse than anticipated. Ms. Sloane noted when the City had to remove the entire base, there was nothing remaining to hold the curb; therefore, it was not appropriate to save the curb. She reported there were areas where the pipe trench could be done rather than the entire road reconstruction and curb replacement.

Call Vote:	Commissioner Kent	yes
	Commissioner Partington	yes
	Commissioner Boyle	yes
Carried.	Mayor Costello	yes

Item #8(J) – State of Florida Department of Environmental Protection Consent Agreement

RESOLUTION NO. 2005-14
 A RESOLUTION APPROVING THE FORM OR A CONSENT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE EXECUTION OF AN AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Partington moved, seconded by Commissioner Kent, to approve Resolution No. 2005-14, as read by title only.

Commissioner Kent questioned if this was safe.

Ms. Sloane explained the City received a violation of the wastewater effluent permit, but that violation was above drinking water standards.

Commissioner Kent asked if the Florida Department of Environmental (DEP) standards were raised, and if so, what action would be taken to comply with the new standards.

Ms. Sloane stated this last permit included tests for which the City never previously needed to sample, and the City's plant was not designed to meet these standards. She noted changes would obviously be needed to meet these new standards, necessitating the engineering study to evaluate where the problems were generated and to study the river and mixing zone.

Commissioner Kent asked who was causing the problem.

Ms. Sloane stated staff had done an investigation and had not found a point source discharge of either one of the elements.

Commissioner Boyle stated this item should include the information that by this consent agreement, the City would agree to pay a \$4,800 fine or penalty, resolve violations of effluent contamination standards, pay a \$150,000 consultant fee, and implement other corrective actions. He asked if this was in any way related to the \$3,800 fine the City paid in 2003 for effluent problems.

Ms. Sloane replied this was unrelated in that it was due to new permit limits that were implemented.

Commissioner Boyle distributed copies of the \$3,800 fine for those Commission members that he stated may not have been aware of the existence of the fine. He noted the report stated that one of the City's permitted industrial customers paid the City \$7,400 in fines, and he asked if this directly contributed to the City's problems. Commissioner Boyle asked that this customer be identified.

Ms. Sloane stated the customer alluded to in the report, Homac, directly contributed to the City's violation. She reported the City would be promising the State that it would hire a consultant to review the situation, but the amount of the study was not indicated.

Commissioner Boyle asked if Homac would help with the extra costs or if the fine had been previously adjudicated.

Ms. Sloane stated Homac was now meeting its permit limits, and there was no cost estimate as to the corrective actions a consultant may recommend.

Commissioner Boyle stated mercury moves up the food chain; therefore, this must be corrected. He reported the Commission had no choice but to approve this resolution, and he suggested that Homac assist the City with any added cost. Commissioner Boyle pointed out that had this not been pulled from the Consent Agenda, the public would not have known the City was required to pay a hefty fine for a second violation regarding effluent in 18 months, would hire a consultant to diagnose the problem costing \$150,000, and other remedies would be required. He noted an additional line on the agenda would have made this clearer.

Commissioner Partington stated the City had three types of water: drinking water, stormwater, and wastewater.

Ms. Sloane explained two other communities were cited for very similar violations due to the new DEP permit requirement for all of the most recent permits.

Commissioner Partington asked why the wastewater dumped into the Halifax River was required to be purer than drinking water.

Ms. Sloane concurred the standards are more stringent for wastewater than drinking water, and she could not answer why that was so.

Commissioner Partington asked if any grant funding was available for either the study or any recommended improvements.

Ms. Sloane stated the recommended improvements may qualify for State Revolving Loan funds, but she was not aware of any grant funding being available.

Commissioner Kent questioned why he was told the violator was unknown, but then Commissioner Boyle was provided the information.

Ms. Sloane stated she misunderstood Commissioner Kent’s question in that she thought he was asking about the source of the mercury, and Homac violated nickel.

Commissioner Boyle explained the reason the standard was higher for water pumped into the river was because various species live in the river. He stated humans are at the top of the food chain, and small traces of mercury may not be as serious in drinking water as quantities that move up the food chain or would be in the fish that someone may eat in larger concentrations. Commissioner Boyle requested this very serious issue be addressed. He stated the report did not indicate if Homac took corrective action.

Mayor Costello clarified Homac was fined for nickel, and the City was fined for mercury, nickel, and cyanide. He asked if DEP measured before or after the correction was made by Homac.

Mr. Tim Sheahan, Utilities Manager, reported two of the nickel violations were directly attributable to Homac who was under consent order at the time of the violation. He noted Homac was now meeting their regular permit standards; therefore, the City was now in compliance with nickel. Mr. Sheahan reiterated that two of the City’s violations were for nickel, which was directly attributable to Homac, but was now cleared up.

Ms. Sloane noted in that Homac had cleared up their problem, they would have nothing to do with the need for the consultant.

Commissioner Boyle thanked Mayor Costello for the clarification and noted that clarification should have been in the staff report.

Ms. Sloane clarified that the fine included the nickel, but the consent order did not include nickel.

Mayor Costello stated he had consistently opposed dumping the effluent into the river. He noted Ormond Beach wanted to be a good environmental steward, to be a leader, not to be fined, and to have staff report what needed to be done to comply with the new standards. Mayor Costello acknowledged it was difficult when a plant was built to certain standards, those standards changed, and then the plant had to be retrofitted to comply with the new standards, which would cost the City money.

Call Vote:	Commissioner Partington	yes
	Commissioner Boyle	yes
	Commissioner Kent	yes
Carried.	Mayor Costello	yes

Item #9(A) – Use of the Former Rigby School at 150 South Washington Street

Commissioner Kent stated the use of the former Rigby School was a great partnership for the City to be able to utilize space. He reported he was contacted by a resident with great ideas on how to utilize the Rigby Center and would report back to the Commission.

Mayor Costello reported the Commission supported the use of the former Rigby School as recommended by staff.

Item #9(B) – Adding a Designation as the Robert F. Grim, Sr., Memorial Parkway to Nova Road

Commissioner Partington noted he would prefer either Clyde Morris Boulevard or Williamson Boulevard be renamed because the impact Bob Grim had was not only in Ormond Beach, but was community wide through his years of service in law enforcement.

Police Chief Larry Mathieson stated this had been discussed with the family who had not expressed any specific preference. He noted Senator Lynn and Representative Patterson have introduced the appropriate legislation to enable this to occur under Florida statutes. Chief Mathieson stated the family was elated with the prospect.

Commissioner Boyle stated a recommendation was made for a memorial at the police station as well, but this could be considered at a later date.

Chief Mathieson noted there have been discussions regarding a memorial perpetual plaque placed on the police station building. He reported the officers also recommended a memorial sticker be placed on a window of each police car and the possibility of selling the stickers to

benefit the Robert F. Grim Memorial Scholarship Fund, but this proposal would be brought to the Commission at a later date.

Mayor Costello asked Commissioner Partington if his recommendation was in the form of a motion.

Commissioner Partington stated the process had probably proceeded beyond the point where it could be changed. He noted no one probably considered his recommendation; therefore, it may be too late to be considered it now.

Mayor Costello stated he agreed with Commissioner Partington. He recommended a phone call be made to determine if Daytona Beach and Port Orange would consider Commissioner Partington's recommendation. He stated he believed the legislators would be amenable to what the community desired in this regard. Mayor Costello noted he was honored the street bearing Bob Grim's name was in Ormond Beach, but he also wished to honor Bob Grim who had served in many areas in Volusia County.

Item #9(C) – Oak Park Circle Drainage

Mayor Costello stated the Oak Park Circle drainage report was excellent.

Commissioner Boyle stated the report revealed that the funds were not available in the Stormwater Utility Fund for a \$26,500 correction. He questioned how this could be accurate when the City collected \$6 per month per water customer or \$120,000 to \$130,000 per month.

Ms. Sloane stated that earlier in the agenda the Commission awarded the Ridgewood Avenue drainage project, which was the designated project for the Stormwater Utility Funds. She pointed out that any revenue above this project cost was borrowed from the Water and Sewer Fund; therefore, it would not be technically available in the Stormwater Utility Fund.

Mayor Costello stated he had always expressed willingness to invest in the community by stating that if the stormwater fee needed to be increased, he believed it should be increased. He stated he considered it to be the right of Ormond Beach citizens to not have to worry about flooding. Mayor Costello pointed out the City was borrowing from other funds to pay for the drainage issues that needed to be addressed.

Commissioner Kent read from the report as follows: "Replacing the drainage system with the large pipe and a larger inlet will improve the drainage in the area but will not eliminate flooding when the downstream water levels are high." He questioned what would eliminate the flooding.

Ms. Sloane replied that this area discharges into the Central Park Lakes, Laurel Creek, the Tomoka River, and then into the Halifax River. She noted that when all of these water bodies back up with major rains, which was possible in Florida, there would be times when the area would not be adequately drained. Ms. Sloane stated there would be no place for the water to drain because the rivers and lakes would be up. She noted the Laurel Creek pump station kept the lake levels down prior to a storm allowing storage, but when Laurel Creek fills up and when the downstream areas are at such an elevation that it would not be able to pump to an area to hold the water, flooding would occur. Ms. Sloane reported the City would be constructing another area with the Hand Avenue project that would interconnect two more borrow pits enabling additional storage. She stated her expertise was as a drainage engineer, and she could not offer any guarantees that there would never be flooding.

Mr. Greg Gronning, 428 Oak Park Circle, stated he started contacting the City three years ago when water started coming into his garage, and nothing had been done. He reported since the hurricanes his house had settled into the ground, and his insurance will not cover the cost because the damage occurred because of the City's stormwater management, and it would cost \$40,000 to \$50,000. Mr. Gronning noted that the City had to do something to correct the situation for him to justify bothering to repair his home. He stated there were two rooms and a bathroom in his home that could not be entered, but the mortgage and insurance must continue to be paid. Mr. Gronning reported he sent a letter to the State asking them to investigate the insurance company, and they replied that it was a City of Ormond Beach stormwater management problem and \$5,000 was the maximum he could receive from FEMA. He explained his children are getting sick, and the doctor indicated it was probably due to mold under his home. Mr. Gronning stated he had City pumps in his garage with hoses. He noted he could not sell the home because he would have to disclose the flooding problem.

Mayor Costello stated he would approve a solution when one was found.

Commissioner Boyle joined Mayor Costello in stating the City would do whatever its resources would allow, but he considered that the resources were much more considerable than had been explained by staff. He noted he did not agree that raising the stormwater fee, which was highest in the County, was the answer. Commissioner Boyle reported stormwater projects have been coming in well over budget, which was caused by bad contractors and infrastructure that was not properly mapped.

Mayor Costello noted his intent was not that raising the fee would solve the problem, but that the City needed adequate funds to correct the problem. He stated some cities were buying homes that could not be repaired, and he wanted Ormond Beach to do the right thing, whatever that would be and no matter how distasteful it may be.

Mr. Gregory Avakian, 161 Heritage Circle, stated he had taken the City to small claims court over stormwater drainage issues on Heritage Circle, and Mayor Costello was one of the first to come out to his home. He reported Mayor Costello discussed the breached berm into Tidewater and EPA regarding the dumping of pollutants, but he had never had the answers in over nine years.

Mayor Costello urged Mr. Avakian to e-mail him with his specific question, and he would try to obtain the information.

Mr. Dan Kraemer, 431 Oak Park Circle, stated the roof and floor were sagging at his neighbor's house at 428 Oak Park Circle. He noted he had a beautiful back yard, but he had since lost eight or nine loads of fill, and the yard was now a mud bog without grass. Mr. Kraemer reported this was an ongoing problem, and not hurricane related. He stated that when the City paved Oak Park Circle, they collapsed his and 428 Oak Park Circle's sewer line. Mr. Kraemer reported that the City came out, marked it with paint, and confirmed it had collapsed, but never returned in two and one-half years. He thanked Commissioner Partington for coming out to witness the problem. Mr. Kraemer questioned how much was spent on the study and expressed a concern about the use of contract companies being paid tax dollars to do studies for the City when the City employs professionals in its Engineering Department, noting that it was presently at full staff. He stated the report indicated that the system was inadequate to handle runoff caused by the City's poor planning of stormwater runoff. Mr. Kraemer requested the City replace the fill he lost since the City caused this problem. He pointed out that the study would address a minimal solution when it should seek a maximum solution. Mr. Kraemer stated the current pumping system was on a generator backup; therefore, even if the situation were corrected, the same problem would occur with the next hurricane when the power went out in his and other neighborhoods. He pointed out that these problems exist and will be exacerbated with new growth in the surrounding areas with more water going into Central Park Lake.

Mr. Mike Erthal, 416 Oak Park Circle, stated the suggestions would resolve minimal issues but would not resolve his issues where the water table actually penetrates his house. He noted he had over ten inches of water in his house. Mr. Erthal questioned spending the money on the short-term solution that was recommended when long-term solutions needed to be found.

Commissioner Boyle stated that when the development was built in 1972, the development to the south and the west did not exist. He noted the retention pond was built to a lower standard, and the accumulative effect of new development over time had caused the current problem.

Mr. Dan Kraemer, 431 Oak Park Circle, stated when he purchased his home four years ago, he was not in the flood plain; however, he was now in the food plain, causing the need for flood insurance.

Mayor Costello stated this was not a unique experience in that many areas that were not in the flood plain were now considered to be in the flood plain.

Ms. Sloane stated a portable generator was provided in the last storm event, and they were designing a permanent generator for this purpose that would be paid from a FEMA grant.

Ms. Kimberly Gronning, 428 Oak Park Circle, asked the Commission for help and offered to show the Commission the problems if they would come to her home.

Mayor Costello reported the Commission would consider this situation very seriously. He stated that some on the Commission have indicated they want a "fix" not a "band aide," and he was ready to take the steps necessary so people did not have to live under the aforementioned conditions.

Commissioner Kent concurred with Mayor Costello that the City must take the proper steps to make certain the people in Ormond Beach did not have to live under these circumstances. He noted that the recommended solution would not eliminate flooding.

Mayor Costello stated many places flood after a hurricane, and this was expected, but it was not acceptable when flooding caused the foundation on a house to settle.

Commissioner Partington stated he could verify the conditions previously reported, and he appreciated staff's response. He pointed out that this report was produced relatively quickly. Commissioner Partington recommended a solution that was not minimum or maximum, but moderate. Commissioner Partington noted that the back-up generator on the Laurel Creek pump station was essential. He commended staff for becoming proactive in watching the weather and beginning to pump two-to-three days prior to a major weather event in order to lower the levels to accept the new water coming into the pond. Commissioner Partington reported the hurricanes were an exceptional circumstance that exacerbated this situation, but he agreed with Mayor Costello that the Commission must do all possible to help these people, including purchasing their homes if that was necessary.

Commissioner Boyle stated that when the construction was beginning in 1972, the City mandated all City construction be connected to City sewer. He reported the City permitted the cul-de-sac to be constructed, and the responsibility lies with the City.

Ms. Sloane pointed out that in 1972 the City did not have stormwater regulations, and the City's current requirements would probably have precluded much of the development in the City; but drainage was being retrofitted to the best of their ability. She noted economics was not necessarily what was considered when deciding what should be done to solve this problem. Ms. Sloane stated that this area was not identified when the City developed its Stormwater Master Plan as having a flooding problem; therefore, it was not included in the plan. She reported the study indicated what could be done to solve the problem a high percentage of the time. Ms. Sloane stated she could not say this area, or anywhere else in the City would never flood, given the right circumstances. She recommended doing the \$26,000 recommended improvement because it would solve the drainage problem in the area the majority of the time. Ms. Sloane pointed out this was not the only area that was affected by extreme conditions.

Mayor Costello reiterated he could accept flooding in lower areas, but not such that the house's foundation sank.

Mr. Turner stated staff could submit options, but it must be explained what was occurring City-wide as well. He urged the Commission to consider the problems the City was having as a whole during catastrophic storm events.

Mayor Costello clarified staff would do the recommended repairs, but he wanted to specifically address the house where the foundation was sinking.

Commissioner Boyle concurred with Mayor Costello. He pointed out it was stated the City did not have the right standards in place in 1972, but they did have proper standards in 1980, and a great deal of development occurred under the new standards exacerbating the problem.

Ms. Kimberly Gronning stated that water accumulates in her home no matter how small the rainfall until it was pumped out, and this was not hurricane related.

Mayor Costello urged the homeowners to keep the Commission posted after the improvements are completed.

Item #9(D)(1) - Contract Language, Firefighter Overtime

Commissioner Boyle stated he asked that this item be placed on the agenda because there had been a question as to whether language in the firefighter contract triggered overtime. He urged that this be addressed in the short-term, since the contract may be reopened for the anniversary date issue and pension examination. Commissioner Boyle suggested the current contract made only minor adjustments from the last contract and asked Chief Baker if he would agree.

Fire Chief Barry Baker noted he would not describe the changes as minor. He stated the changes may be subtle, but they were powerful changes making a significant difference in how overtime was addressed, and they made a significant difference in the partnership that management now had with the union, which did not occur in previous contracts.

Commissioner Boyle stated the amount of overtime did not change. He reported the higher paid employees were required to do the overtime.

Chief Baker stated this also affected the amount of overtime. He explained there was a provision that allowed management to use personnel that they were previously not permitted to use. Chief Baker noted that previously the City was forced to pay overtime, and now they simply pay higher class with a difference of a 15% increase as compared to a 150% increase.

Commissioner Boyle asked if Chief Baker could provide a dollar amount that this new contract could save the City.

Chief Baker reported it was too early in the year to project a dollar amount, but he noted staff had been tracking the figures. He stated staff had been struggling with the \$450,000 figure given by the Commission but was working very hard, and the union was working with management to reach this goal. He noted significant progress was being made.

Commissioner Boyle stated the prior contract was settled six months late. He asked if Chief Baker had recommended approval of that contract. Commissioner Boyle questioned if overtime was a problem with this contract. He noted he did not remember any problems being brought to the Commission's attention.

Chief Baker stated the problems were discussed in shade meetings. He noted staff strongly recommended against approval of the original contract.

Mayor Costello noted he spoke many times against the contract.

Commissioner Boyle stated staff went back after the shade meeting in an attempt to balance what appeared to be approved by the Commission that staff strongly recommended against and brought back a "reasonable fix," but it was certainly not an "operable fix."

Commissioner Boyle asked if Chief Baker was indicating that at the last March 2002 shade meeting he recommended the contract not be approved and that he pointed out the problems with the overtime.

Chief Baker reported there were a number of discussions where overtime and management rights were discussed. He noted he spent a weekend with his assistant chief and the union representative trying to come up with a balance that he was not comfortable with, but it was needed to get the contract ratified.

Commissioner Boyle asked if Chief Baker was indicating that there was new overtime language causing more overtime and more cost for overtime between the 1998 contract and the 2002 contract; whereby, Chief Baker stated that was absolutely correct. Commissioner Boyle stated that he must have missed Chief Baker's admonition.

Mayor Costello stated he was not clear on the differences between the 1998 and 2002 contract, but he did remember that management rights and overtime were two issues he discussed numerous times. He asked if there were minutes to these meetings.

Commissioner Boyle stated shade meetings do not have minutes.

Mayor Costello reiterated that he spoke against the overtime and had stated that "labor was running the show and not letting management run the show." He stated in the current contract he listed five items in the minutes from several months ago that would help this problem. Mayor Costello reported he was proud of the current union for working with Chief Baker and of Commissioner Boyle for the relationship he had built with the union. He noted he would continually challenge both Chief Baker and the union to be certain the overtime was under \$450,000 because that was what the Commission tasked him to achieve and he would be held accountable; however, Chief Baker could also hold the Commission accountable by indicated he may have to decrease the level of service to achieve the Commission's goal.

Commissioner Boyle stated that Mayor Costello had indicated that this was not management's fault; however, he considered that a subjective call for a value judgment as to whether the language caused a significant portion of the current overtime problem. He stated elections were occurring in 2001, and management would not sit at the table with the bargaining agent. Commissioner Boyle reported the contract was settled in March of 2002 for significantly more than the union was willing to settle in September of 2001.

Commissioner Kent stated he believed that Commissioner Boyle's comments made at the close of the last meeting were directed at him. He read from the minutes of the January 4, 2005, meeting as follows: "Commissioner Boyle stated if a Commission member believed that the firefighter overtime was caused by problems in the contract language, that Commission member needed to explain the contradiction and why he was the deciding vote to approve that very same contract language. He reported he would continue to ask this same question as long as he was on the Commission."

Commissioner Kent explained the contract language was not the same, and it was indeed very different. He stated the overtime exceeded \$800,000 last year, which did not happen overnight. Commissioner Kent reported that, as with most problems, they take time to build up, and it would also take time to correct; but this problem can and will be fixed. He stated history would help everyone better understand what was being faced today. Commissioner Kent reported that he found out the following information through research and asking many questions. He stated that the Commission had a shade meeting during the 1998 firefighter contract to discuss the percentage of firefighter pay raises. Commissioner Kent noted the City recommended a range of 3.5% to 5%; however, former Commission Schechter stated he had a proposal that the group wanted to give the firefighters, and the amount was 18.9% in one year, which was approved with a three-to-two vote. He stated those approving the vote were former Commissions Schechter and Gillooly, and Commissioner Boyle. Commissioner Kent pointed out that contract was not compared to other fire departments; it was compared to what others were making in a 40-hour work week; however, firefighters do not work 40-hour work weeks; they work 56-hour work weeks. He noted three hours are Fair Labor Standards Act overtime, which required the City to pay half time. Commissioner Kent pointed out that he learned from employees that after the raises were settled on, the directive was given to staff from the Commission to "put a red ribbon on the contract when you give it to the firefighters."

Commissioner Kent stated that management and staff along with the firefighter union were working on a solution as a team to resolve this issue, and he applauded the union for taking steps in the right direction to decrease the overtime dilemma. Commissioner Kent stated the current contracts are proof that the language he approved was not the same contract language as stated in his closing comments at the January 4 meeting.

Commissioner Kent submitted the following as proof the contract language was indeed different from the contracts of 2001 and 1998. He stated the firefighters used to have to be certified, but now were able to go to the classes at Daytona Beach Community Collage or to Ocala. He read Article 7.3 from the old contract with the additions underlined and the deletions struck out: "~~Effective April 1, 2003, †~~The minimum requirements to work higher classification from a Firefighter to a Driver-Engineer shall be: 1) successful completion of state Pump Operator courses and E.V.O.C.: and 2) passing the most recent practical portion of the Driver Engineer promotional testing process, or mutually-agreed-upon departmental clearing procedure. state certified as a Pump Operator and also have passed an E.V.O.C. course. The minimum requirements to work higher classification from a Driver-Engineer to a Lieutenant or Captain shall be: 1) successful completion of state Fire Officer 1 courses: and 2) passing the most recent practical portion of the officer promotional testing process, or mutually-agreed-upon departmental clearing procedure. state certified as Fire Officer I. Higher classification candidates who do not pass the practical portion of the driver engineer or practical portion of the officer promotional testing process, or who do not take the officer promotional process (unless a legitimate reason for not participating in the test is approved by the Chief), must pass a departmental clearing procedure to be administered at least annually. This process may be tied to the mock testing procedure at the option of the Chief." Commissioner Kent asked Chief Baker to explain how this would help with overtime.

Chief Baker explained this article would allow management to use people in acting positions rather than overtime positions. He stated a class that required certification may be four consecutive one-week classes; therefore, it would take three months before anyone could take the test and a month or so before the results would be known. Chief Baker noted the City may have an employee qualified, but not certified, and management would now allow the employee with the course work to go through a departmental clearing process, thereby cutting six or more months.

Commissioner Kent reported Article 8.1 reads as follows: "Whenever a budgeted promotional vacancy exists in a classification within the Bargaining Unit, the City will promote an employee to fill such vacancy within thirty (30) days from an existing eligibility list or six (6) months ninety (90) days if there is not an established list, or abolish the budgeted position." He noted this may affect overtime to a certain degree, but it would certainly cut down overall expenses.

Commissioner Kent noted Article 8.10 was very exciting since, in the past, employees did not help each other prepare for tests due to completion, but the new provision reads as follows: “In an effort to better prepare employees for promotional opportunities, candidates will be permitted to take all portions of the testing process. Final scores will not be tabulated until the testing process has been completed. In further keeping with preparation assistance, the City will provide a mock practical examination and oral interview (where applicable) to be given at least once per year. The Union agrees to participate in the development and administration of these exercises.” He stated this was a partnership at its best, and he commended Chief Baker and the union for adding this language to the contract.

Commissioner Kent read Article 9.6 as follows: “~~On two consecutive days,~~ Up to six (6) association meetings ~~of 2-hour duration~~ shall be permitted on an ~~quarterly~~ annual basis at a centrally located fire stations. Up to ~~3~~ 2 fire stations shall be permitted to ~~rotate in for~~ attend ~~these meetings each session, in a similar fashion as permitted for training.~~ The meetings shall be restricted to two (2), two (2) hour sessions on the same day. The Chief or his designee will be invited to attend the first part of each meeting for questions and answers.” He pointed out the difference in this provision was eight compared to six meetings per year.

Commissioner Kent explained Article 21.11 improved the method employees receive leave. He pointed out a great deal of new language was added here that was not in the previous contracts. Commissioner Kent noted the key change here was that the requested personnel leave would not cause additional overtime, which was in itself, a significant change.

Commissioner Kent stated Article 22.1(G) regarded unlimited shift swaps as follows: “Unlimited shift swaps per shift will be permitted except during pre-designated training events or other special events at the Fire Chief’s discretion. ~~24-hour notice shall be required for swaps (12-hour notice for Paramedic swaps).~~ Swaps may be requested with no advance notice. If the request is submitted with less than 24 hour notice, Division Chief approval, based on the following parameters is required:

- Pre-designated and/or mandatory training sessions or other special events have not been announced.
- The requested shift swap will not cause additional overtime.
- The requested shift swap will not cause personnel not involved with the shift swap to change stations.

Swaps will be permitted ~~for~~ between individuals of the same rank ~~(i.e. rank for rank)~~ as well as:

- A driver engineer, who is on the officer promotional list and is qualified to work higher classification as an officer, may swap with an officer provided that no more than two (2) officers of the shift that he/she would work are absent from the workplace.”

Commissioner Kent reported Article 22.1(I) created unnecessary overtime in the past and was amended as follows: “When overtime is needed the rank to be called will be the rank that ~~created the need for overtime. will reduce the largest number of hours of higher classification on the schedule.~~” He asked Chief Baker to explain how this provision change would help with overtime.

Chief Baker explained that in the previous language when a captain took leave and management wanted to move a qualified driver engineer, it would require 24 hours of higher classification to fill in for the driver engineer, and management would have to move a qualified firefighter requiring 48 hours; therefore, it was more incumbent to add 24 hours of overtime to a captain because the language required management to reduce the higher number hours while the new language allowed management to only fill those slots that actually create overtime and move up as many people as necessary to fill the vacancies.

Mayor Costello noted this was the 15% move-up rather than the 150% overtime.

Chief Baker stated there were times when there were excess personnel available in the shift, and the City was still required to pay overtime.

Commissioner Kent stated Article 28.2 was written by union and management to help prepare courses as a partnership for firefighter to gain more course work, which was needed.

Commissioner Kent noted the all new Article 34.2 dealt with pension and read: “The City and Union agree to establish a pension review committee for the purpose of assessing City pension benefits and comparing those to comparable jurisdictions in preparation for future plan improvements. Further, the City agrees to retain the services of a pension review expert during FY 2004-05 for the purpose of assessing the City of Ormond Beach Pension Plan. The City will make a good faith effort to have the study completed by April 2005. The City further agrees to share the results of this assessment with the IAFF. The parties agree to re-open this article for

the purpose of addressing the results provided by the pension review expert and creating a long-term strategy regarding any recommended benefit enhancements. These enhancements will not necessarily be the sole financial responsibility of the City to fund.”

Commissioner Kent stated Article 37.1 offered another partnership, reading as follows: “All rights privileges, and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent. The Labor Management process will be utilized to reach mutual consent where needed. Excluded from above are items found to be unreasonable, unsafe or not utilized by any career Fire Departments in Volusia County.”

Commissioner Kent reported he had presented this history because he and Commissioner Partington were new to the Commission, and it would also help the audience and those listening on line to have a better understanding of the issue. He stated the current contract was certainly not perfect. Commissioner Kent noted that once again it took time to create and approve a contract that left some with a retirement of over \$90,000 per year, to help approve contracts that helped contribute of an overtime deficit of over \$800,000 in one year; and this could not possibly be fixed overnight, but the City was on the right track. He stated the Interest Based Bargaining (IBB) process can work, and this current contract was proof of that fact. Commissioner Kent reported not every article was opened by management, staff, or the Commission, partially because only larger issues were open in the IBB process; and when bargaining starts again in two years, the City would be able to tackle more large issues. He noted it would be difficult to take things back after they are given. Commissioner Kent stated misrepresentation hurt everyone involved, and “staff” was not a bad word, noting that staff was great. He reported he believed what happened in the past was distasteful; but while the past could not be changed, it could help to guide what would happen in the future. Commissioner Kent stated that he hoped this would put to rest the assertion that his vote for the firefighter contract was for the same language that led to a part of the problem that the City was now facing.

Mayor Costello reminded Commissioner Boyle that the previous statements were related to him by his implying inadvertently or purposely that another Commissioner approved the same language.

Commissioner Boyle called a point of order.

Mayor Costello continued that Commissioner Kent was explaining why he voted a certain way, and Commissioner Boyle’s request was for Commissioner Kent to defend what he said. He stated Commissioner Kent expressed differences he felt were significant enough for him for his vote, and it was irrelevant if anyone else thought these reasons were significant enough.

Commissioner Boyle stated Mayor Costello had now explained what Commissioner Kent was trying to say, and Commissioner Kent was quite capable of doing that himself. He stated Mayor Costello was also trying to direct what he was about to say, which was a valid point of order on both counts.

Commissioner Boyle stated there were no notes, minutes, or public in attendance at the 1998 shade meetings. He noted it seemed Commissioner Kent was at that meeting by the history he presented; and while he appreciated his research into that meeting, he noted Commissioner Kent was not in the room. Commissioner Boyle explained what actually occurred was that pay steps were replaced that a previous Commission had taken away amounting to \$450,000 that the firefighters never received. He noted this translated to high percentages, but the people in the community understood what had occurred, and he failed to see relevancy tonight. Commissioner Boyle stated that in February and November staff totally misreported the sequence and causative list for overtime. He noted there were four factors, and staff had them reversed. Commissioner Boyle reported it took a month or two to correct the reversal from the February report, and then the same misinformation was reported again in November. He pointed out that not a single dollar could be quantified of all of the provisions in the contract to which Commissioner Kent alluded. Commissioner Boyle reported he still submitted these were marginal corrections not amounting to a great deal of money. He stated he voted against this contract because he had questions about the overtime then, and those questions still remain. Commissioner Boyle noted he still considered it to be a contradiction for anyone who voted for the contract to then turn around and point fingers at the people who approved contracts in the past. He stated that as the Commission moved to obtain an overtime correction and accept a Budget Advisory Board recommendation that the City should limit the overtime to \$400,000, which was later raised to \$450,000, and then two days later, miraculously, there were new and creative solutions to accomplish this goal. Commissioner Boyle questioned why the solutions

could not be found sooner rather than later, and he stated he stood on everything he had said on this contract. He noted he was still waiting, and would continue to wait, for all of the things pointed out to be quantified into dollars.

Mr. Adrian Thompson, 6 Dorado Beach Court, asked if Commissioner Kent was reading from the existing contract.

Commissioner Kent confirmed that he was reading from the current contract that was approved in September.

Mr. Thompson stated he did not want to hear the Commission bickering. He reported his only concern was how much the overtime was costing the taxpayers. Mr. Thompson stated there were contracts in 1998, 2002, and 2004. He questioned how much the overtime was for each year from 1998 to 2004, because it seemed to be getting worse every year.

Mayor Costello stated the 2002 contract had a number of provisions he railed against. He asked that the numbers again be reported in the Friday letter.

Mr. Gregory Avakian, 161 Heritage Circle, stated he witnessed political positioning on this issue. He asked what final raises were given to the firefighters in this contract.

Mr. Turner reported the contract indicated a 6.5% increase for the first year.

Mayor Costello stated the increase for the other years depended on the Consumer Price Index.

Chief Baker noted he believed the contract was for 6.5%, 6.2% and 6.0%.

Mr. Avakian stated since the numbers were compounded, it equaled approximately 20% over three years. He questioned if there was a way to simplify the collective bargaining agreement to make it easier for the layman and the Commission to understand. Mr. Avakian noted if the language was creating the overtime and it were simplified, the Commission could better understand the issues before approving the contract. He reported staff recommended 3.25% and the Budget Advisory Board recommended 3.25%, but the Commission did not follow their professional opinion. Mr. Avakian questioned what it would take to have no overtime.

Mayor Costello stated a portion of the overtime was federally mandated because of the 24 hours on and 48 hours off and could not be eliminated; however, some could be eliminated and it was being worked on very aggressively.

Commissioner Kent concurred the Commission did not always listen to the professionals, such as when staff requested more than \$450,000 for overtime, and when the professionals stated it was not the responsibility of the City to place a stoplight at Tymber Creek Road and Breakaway Trails. He noted the Commission sometimes made decisions that were different from the recommendations of the professionals because it was the right thing to do for people. Commissioner Kent agreed with Mr. Thompson that people do not want to hear bickering. He stated Commissioner Boyle was very smart, well prepared, and articulate, so when he made a statement such as what was reported in the January 5 minutes as follows, it had to be addressed: "Commissioner Boyle stated if a Commission member believed that the firefighter overtime was caused by problems in the contract language, that Commission member needed to explain the contradiction and why he was the deciding vote to approve that very same contract language. He reported he would continue to ask this same question as long as he was on the Commission." Commissioner Kent stated he wanted to end the bickering tonight. He reported it was evident that the contract language was not the same, having many differences with many positive strides. He reported Commissioner Boyle did not believe a great deal of money would be attributed to the changes, but the money saved may have a different meaning for him than it would for Commissioner Boyle. Commissioner Kent explained that he made a motion to compromise to \$450,000 between the Budget Advisory Board recommendation of \$400,000 and the staff recommendation of \$529,000.

Commissioner Boyle stated the overtime for the past four years averaged \$250,000 including the \$185,000 mandated by the State; then it was \$350,000; then it was \$580,000; and then it was \$750,000 last year. He noted the paradox of the long dissertation voiced tonight by Commissioner Kent was that even after the language was ratified, it was testified to by Chief Baker and Mr. Turner that they could not bring the overtime under \$550,000. Commissioner Boyle reported this was proof that all the changes in the contract were minimal. He stated this was not bickering, and it was a legitimate question to ask the City to answer to hundreds of thousands of dollars in overtime.

Mayor Costello asked Commissioner Boyle to clarify what question he would continue to ask.

Commissioner Boyle replied he would continue to ask if the firefighter overtime language, which was not quantified tonight, had corrected a problem which staff had asserted could not be reduced under \$550,000. He stated if the amount could not be reduced below \$550,000, there was something wrong with the language, and the Commission must correct it. He reported that, in his judgment, all of the provisions Commissioner Kent pointed out tonight were minimal.

Mayor Costello stated that unless another Commission member wanted to discuss this issue at every meeting, it did not need to be discussed. He reported everything should come out tonight, and then not be brought up again at every meeting. Mayor Costello noted Commissioner Boyle deserved to have the information he wanted, but he must articulate exactly what he wanted.

Commissioner Boyle asked for figures to attach to every point Commissioner Kent mentioned.

Mayor Costello reported the Chief had already indicated he could not provide that information.

Commissioner Kent asked if this question was directed to him again.

Mayor Costello stated he would not recognize this issue on the agenda again unless two members of the Commission requested it be discussed. He noted he tried to honor adding issues to an agenda when a Commissioner makes a request; however, after it had been discussed several times, discussion could not continue.

Commissioner Kent reiterated it was not the same language, for which he had shown proof this evening.

Mayor Costello stated this should have answered the questions; however, a different question that Commissioner Boyle had a viable right to ask was what could be done differently next time.

Chief Baker stated he could not answer where the City was right now relative to the exact figures because there was a continuing dynamic change taking place. He outlined that in an October 1 memo regarding what was spent last year, \$75,000 was attributable to the contract language. Chief Baker stated there was some truth to Commissioner Boyle's assertion that there was not a large sum compared to what was spent; however, \$280,000 was spent for Workers Compensation. He reported the contract did contribute to the overtime, but Workers Compensation claims and early retirement also factored into the equation. Chief Baker noted when the early retirement was being considered, he explained that there would be senior employees leaving and there were not sufficient people to step up; and while it could be done, it would cost money, and it did. He stated discussing overtime was getting nowhere, and he explained that Ormond Beach had a quality fire service. Chief Baker reported that even with Ormond Beach's overtime, Port Orange, who provided comparable service, spent \$800,000 more than Ormond Beach, and Daytona Beach spent \$400,000 to \$500,000 more than Ormond Beach. He questioned why the Commission was focusing on overtime when they should be focusing on "the bottom line." Chief Baker agreed overtime was high, and he was trying to reduce it to the mandated \$450,000; but the reality was that adjustments were being made, and with each adjustment the risk to the firefighters and the community would increase. He explained the adjustment he made where the City would use a County battalion chief at times created a risk that did not exist previously, and he was reluctant to continue these adjustments even though this was a short-term solution. Chief Baker noted a full-time employee would be coming shortly to fill that void. He reported that as a professional, he had to limit the number of risks. Chief Baker reiterated that Ormond Beach had a quality fire service at a reasonable price; and while overtime was high, he urged the Commission to look at the bottom line.

Commissioner Boyle stated that in the fall Chief Baker and Mr. Turner were firm on the \$550,000 figure, yet Chief Baker had indicated that he could not quantify the places in the contract that would help correct this situation. He agreed this would not be solved tonight, and he was confident he could get those answers.

Chief Baker stated about \$200,000 of the figure was directly attributable to the Fair Labor Standards (FLSA) overtime that could not be controlled, and the City continued to struggle with some of the Workers Compensation issues in that they are large dollar items. He noted he previously informed the Commission that before he would reduce the quality of service to any greater extent, he would come back to the Commission for their consideration because he did not want to answer to anyone's loved one why the City could not provide the service that had always been provided previously. Chief Baker reported significant progress was being made in training employees to work in positions they had not worked in previously.

Commissioner Boyle stated he appreciated Chief Baker's comments, and the Commission certainly did not wish to take risks; however, if Chief Baker could quantify absolute numbers for the total, it would also be fair to quantify numbers for the parts.

Mr. Turner stated that while the Commission has been acutely aware of this problem since this summer, staff had been working on it since February of last year when the Commission was first notified and the figure was at \$1 million. He reported Workers Compensation and the contract played a role in overtime. Mr. Turner explained that the Workers Compensation issue was exacerbated by the contract language on how the overtime had to be handled. He stated staff believed the budget numbers provided were reasonable compared to the \$850,000 that was anticipated to be spent by the end of this fiscal year. Mr. Turner stated many people have been working feverishly to try to reduce these numbers. He reported the timing issue Commissioner Boyle pointed to where new options were offered within several days, was due to the many efforts being made to lower the number and options, which will continue to be considered to further lower that number. He explained he, Chief Baker, Finance Director Paul Lane, and Accounting Manager Jackie Carkhuff met to try to determine exactly from where the figures were derived, but they were unsuccessful. Mr. Turner noted numbers are being tracked for this year, so this information would be available.

Mayor Costello stated when the division chief was out, it became a Workers Compensation issue; but it was difficult to quantify what category in which it should be placed. He explained that because of the contract language, a specific person had to be substituted; and had the contract language been changed, the City could have hired someone to serve in that position on a temporary basis. Mayor Costello noted the number for this could be justifiably placed in either the contract language or in Workers Compensation because it was a hybrid. He reiterated his issue was not what occurred in the past, but what would be done this year to achieve the \$450,000. Mayor Costello requested Chief Baker inform the Commission on what he would need to do to achieve this goal to determine if the Commission would be willing to do what was necessary to achieve that goal. He encouraged the Commission to focus on the future as opposed to why someone did or did not vote for the contract in the past, since that was irrelevant at this point.

Mr. Adrian Thompson, 6 Dorado Beach Court, stated this was simple since the Fire Department had an establishment of service and it needed a complement of staff to operate that service, he recommended hiring the number of firefighters, on the law of averages, to cover the positions so there would be no need to pay time and one-half and the City could pay straight time. He offered his services to assist Chief Baker and Mr. Turner to work out what was needed.

Mayor Costello stated the issues to be discussed in the future would be to hear a progress report from Chief Baker and what was needed from the Commission to achieve his goal. He asked each Commissioner if they were willing to stop focusing on who voted for what and why.

Commissioner Boyle stated he believed he could agree, but he brought this issue up only as a defense because the finger was pointed at him for past contracts.

Commissioner Kent and Commissioner Partington stated they would comply with Mayor Costello's request.

Mayor Costello stated that he would welcome hearing anything relative to how the City could minimize overtime and maximize service in the future, otherwise this issue was completed and would not be placed on a future agenda unless a Commission member asked to place it on an agenda, and that Commission member would have Commission support.

Item #9(D)(2) - Grounds Maintenance Contracts with Bon Terre, Inc.

Commissioner Boyle stated the staff report offered two alternatives. He noted he would present facts not in the staff report that may be relevant. Commissioner Boyle reported Mr. Ted MacLeod, Assistant City Manager, was helpful in printing e-mails received by himself, Ms. Sloane, and Facilities Manager John Miskell relative to this issue, and he provided copies to each Commission member. Commissioner Boyle stated all of the communications on the staff and Commission level had been very professional.

Commissioner Boyle stated the contract did not require Bon Terre to waive its right to terminate the contract, which was essentially what staff asked them to do last week when they wanted a short-term commitment rather than what the contract indicated, which required a 60-day notice. He noted lack of such waiver should not trigger a termination notice by the City as was suggested in Alternative #2. Commissioner Boyle reported the company only considered such termination when they realized that a contract provision for a fuel adjustment was rejected by a

majority of the Commission, not on the merits of the amount of the fuel adjustment, but because the members of the Commission felt it should not be in a contract that had been in place for nine years. He stated the Chief Executive Officer (CEO) of the company, Mr. Sharkey, believed he had only the option to dissolve the current contract and rebid a new contract where he could factor in those fuel adjustments.

Commissioner Boyle stated that since 1995 the Bon Terre contracts have saved the City approximately \$2.7 million, and they have performed the contract without deficiency for nine years. He clarified that the recreational community was upset about a hedge that was not trimmed, but the company was unable to trim the hedge under FDOT rules for at least six months. Commissioner Boyle explained palm trees were serviced on specific requests from the City, and normally only those deemed to be a hazard to traffic. He noted this company adopted the Main Street Park in 1997, providing resources in the construction, and they have serviced the park as a donation for over seven years at a cost of \$3,000 per year. Commissioner Boyle reported that during the hurricanes, Bon Terre went above and beyond the contract to assist the City with debris pickup. He pointed out that the request for 2003 fuel compensation was delayed by staff for eight months, and all previous requests had been approved by staff and by the Commission. Commissioner Boyle noted the contract did not provide for Commission approved compensation for any spikes in labor costs, gas taxes, insurance, equipment, or maintenance of the equipment. He stated this company spent hundreds of thousands of dollars with Ormond Beach companies reinvesting in the community. Commissioner Boyle reported the e-mails he distributed reveal public misinformation and questionable communication between Recreation Advisory Board members, one of whom was an owner of a mower equipment company. He stated few companies were qualified to bid on the City's ground maintenance contract; and if the Commission would discourage this local and effective partner of the City, the City would incur significantly higher costs. Commissioner Boyle pointed out today Daytona Beach opened bids for the second time, and only one bid was received for their grounds maintenance contract. He strongly recommended Option #1 and finding another way to address the problems.

Mayor Costello apologized for his stating that Commissioner Boyle wanted to run the meeting earlier, but this was what he was alluding to in that if Commissioner Boyle had allowed him to "nudge" him into seconding the referral at the last meeting to the Budget Advisory Board, what occurred may not have happened.

Commissioner Boyle called a point of order and stated Mayor Costello's comment was totally gratuitous and out of order. He stated he merely stated his case, and he would stand on that statement. Commissioner Boyle reported he did not need Mayor Costello to interpret or misinterpret his actions on the dais.

Commissioner Partington moved, seconded by Commissioner Kent, to approve Alternative #2.

Commissioner Kent stated staff had reported that Bon Terre no longer wanted to terminate the contract, and they would prefer to wait 90 days and then an additional 60 days which would be at the peak of the season. He noted it would be extremely difficult to take the contract to another company at that point. Commissioner Kent pointed out that another company was willing now to pick up the contract at Bon Terre's price without the gasoline adjustment.

Commissioner Boyle stated Bon Terre had the right to terminate the contract going into the growing season for nine years, and he found it curious that staff discouraged the Commission rebidding the medians maintenance contract because a contract of six- to seven-month duration would be too short a term to obtain productive bids. He noted that contract involved the same company that the Commission was ready to turn this contract over to for a five-month term. Commissioner Boyle pointed out that this company was performing work on the West SR40 medians for a contract bid of \$117,000 per year, and Bon Terre previously performed the same work for \$51,000. He stated Bon Terre had served the City well, and the e-mails explain the reasoning for the move to oust this company. Commissioner Boyle reported it was curious that the misfortune of Bon Terre and public misinformation started to occur immediately after his suggestion for them to come back into the bidding process and underbid the median contract.

Mayor Costello stated that in the heat of the moment Mr. Sharkey indicated he wanted to void the contract, but he assumed that this must occur in writing to be valid. He asked what would occur should the Commission have a two-to-two vote for this motion.

Mr. Randy Hayes, City Attorney, advised the written contract would require written notice of termination and could be without cause and tendered by either party with a sixty-day notice.

Mayor Costello reported he would prefer Bon Terre be permitted to continue the contract if they wished to continue to attempt to regain the trust that was somehow diminished.

Mr. Hayes advised that under ordinary rules a tie vote would result in a failure of the motion; however, under the Commission's house rule, it would come back since it would be an automatic continuation to await a full Commission. He stated should the majority at a subsequent meeting approve Option #2, Bon Terre would be terminated through written documentation with a 60-day notice. Mr. Hayes pointed out the fuel adjustment issue had been dealt with at the last meeting; therefore, someone on the prevailing side would have to request it be brought back to be reconsidered. He explained with the new Zone 3 Commission member, there would essentially be a new Commission and that Commissioner could bring the issue back.

Commissioner Kent expressed his concern was that Mr. Sharkey indicated he was not prepared to give the City a termination notice at this time and requested he be allowed 90 days to decide if he wanted to give the City a 60-day notice at that point. He asked if Servello & Sons would be willing to take this contract in several months should the Commission allow the delays Mr. Sharkey was requesting.

Mr. Turner reported Servello & Sons wanted the time to obtain some return from their capital investment.

Mr. Bill Sharkey, 200 North Beach Street, Bon Terre, stated he requested the 90-day "cooling off period" because he became very emotional at the last meeting. He noted he had never walked out of a contract.

Commissioner Boyle stated the last meeting started where Mr. Sharkey wanted to rebid the contract to try to obtain the fuel adjustment in a different manner, and staff rejected that request.

Mr. Sharkey reported he had asked if there was another way to go about this problem, and Ms. Sloane had replied there was not.

Mayor Costello asked if Mr. Sharkey wanted to continue the contract for 90 days or to its completion; whereby, Mr. Sharkey indicated he wished to complete the contract unless the City decided to terminate the contract.

Mayor Costello clarified the Commission did not want to end the contract in 90 days; however, if Bon Terre was willing to complete the contract, he would vote to approve that motion.

Commissioner Kent pointed out there was the concern that the quality of the work may suffer considering what had recently occurred.

Mr. Sharkey reported those doing the work on this project were unaware of what occurred at the last meeting or at this meeting. He pointed out the same person had done this work for the past nine years.

Commissioner Boyle stated if the City decided to not honor the provisions of the previous contract, Mr. Sharkey would be happy to rebid a new contract.

Commissioner Kent pointed out that the City already had a company willing to take the contract over at the same price without rebidding the contract.

Ms. Sloane reported that her discussions with Servello & Sons were to determine his willingness to take over the contract at the current rate. She noted the contract would end in September, and the City was planning to rebid the contract at that time. Ms. Sloane explained that staff was trying to find a way to complete the contract should Mr. Sharkey provide notice of termination as he had indicated he planned to do at the last meeting. She stated Servello & Sons was asked because they were the only other company who had a contract with the City. Ms. Sloane noted Servello & Sons was willing to take the contract but needed a guarantee of a certain period of time to make it worthwhile to add staff and equipment. She stated for that reason, staff had concerns that a 90-day delay and then the 60-day notice would come in the peak maintenance season.

Mr. Hayes stated normally a contract would have to be rebid; however, due to the time-sensitive nature of this contract, the City had the power under the code to have another company fulfill the contract on a temporary basis. He advised that ultimately, the contract would have to be rebid.

Mayor Costello questioned if the knowledge that Mr. Sharkey was willing to complete the contract would make a difference in any Commission member's support of the motion on the table.

Commissioner Kent stated he was not completely comfortable with this scenario but was willing to allow Mr. Sharkey to finish out the contract.

Mr. Hayes stated that if the majority was inclined to allow Mr. Sharkey to continue with the contract, he recommended either the maker of the motion or the second withdraw their motion or second.

Commissioner Kent withdrew his second to the motion. The motion died for lack of a second.

Commissioner Boyle moved, seconded by Commissioner Kent, to allow Bon Terre to complete the contract to October 1, 2005, at which time it would be rebid.

Call Vote:	Commissioner Boyle	yes
	Commissioner Kent	yes
	Commissioner Partington	yes
Carried.	Mayor Costello	yes

Mr. Sharkey recommended that anyone with a problem should contact Public Facilities Manager John Miskell rather than sending e-mails. He noted this could have cleared up the problem with the hedge that Bon Terre was unable to trim via FDOT order.

Mayor Costello requested Mr. Sharkey call him to try to arrange a meeting with himself and a member of the Recreation Advisory Board to look at some of the areas indicated in the memos to discuss where Bon Terre's responsibilities were and were not.

Item #13 - Reports, Suggestions, Requests

Developing Relationships

Commissioner Partington stated that on January 6 he attended a breakfast with FDOT Secretary José Abreu and District 5 Secretary George Gilhooley. He commended staff for developing relationships with FDOT and Mayor Costello for his work on the MPO. Commissioner Partington reported the people on the State level know Ormond Beach's concerns and hopes for the area because of all of the work being done.

Commissioner Partington noted he then attended the swearing in of Frank Bruno as Chair and former Mayor Carl Persis as County Council member. He reported that again Ormond Beach was mentioned in a positive light due to all of the work of a coordinated effort of staff, citizens, and elected officials. Commissioner Partington stated Ormond Beach was singled out to be a vision of cooperation between the County and the City.

Commissioner Partington reported he then returned to The Casements to attend the legislative luncheon where Mr. Turner, Mr. Ervin, and Economic Development Director Joe Mannarino did a great job presenting the vision for Ormond Crossings. He noted many positive comments were made, the lunch was well done, the presentation was well done, and the legislators were supportive of Ormond Beach's efforts.

Pension Board Meetings

Commissioner Partington stated he attended the City's three pension board meetings, which he found to be very informative, and he encouraged other Commission members to attend. He reported each board approved the recommendation by the City's actuary to change the actuarial funding method from frozen entry age to entry age normal. Commissioner Partington noted many cities were making this change because it stabilized the annual funding volatility caused by actuarial gains and losses. He explained this would amortize over more years so the effect would not be as great in a single year, which was positive for Ormond Beach.

Dave Cahill Memorial Celebration

Commissioner Partington noted he attended the Dave Cahill Memorial celebration. He noted Mr. Cahill gave the Commission the tour of the water plant shortly after he became a Commissioner. Commissioner Partington commended staff for supporting each other and coming together as a family to support Mr. Cahill's memory and his family.

Zone 3 Candidates

Commissioner Kent reported he attended the Republican Club Luncheon at the Little Tomoka Yacht Club where the four Zone 3 candidates spoke, and they would speak again tomorrow night at the Citizens for Ormond Beach forum at the City Commission chambers.

Birthplace of Speed Banners

Commissioner Boyle noted two of the Birthplace of Speed banners, for the Granada Bridge for which the City spent \$7,700, were completely gone and others were nearly gone. He urged these banners be adjusted so the wind would not blow them away.

National Caffeine Awareness Month

Commissioner Boyle thanked Mayor Costello for proclaiming March National Caffeine Awareness Month.

Damaged Curbs

Commissioner Boyle stated it had been reported to him that the curbs at the intersections of the US1 construction were being severely damaged, particularly where there was drainage under the curb. He questioned how much worse the situation would get and who would pay for the damage.

Respecting Ormond Beach's Business Partners

Commissioner Boyle stated he hoped this Commission could do a better job of respecting Ormond Beach's business partners. He mentioned four business partners who were not properly respected recently: Mr. Fred Hudson, Mr. Adrian Thompson, Mr. Bill Sharkey, and Mr. Ray Eddy. Commissioner Boyle stated Ormond Beach depended on these partners. He reported that when staff made recommendations regarding contracts, if the Commission would decide to overrule staff, the Commission should articulate and quantify those reasons.

Runway Extension

Commissioner Boyle stated that at the last meeting Commissioner Kent indicated he had not made up his mind on the runway extension. He asked what specifically was said that made him decide to vote for the runway extension.

Commissioner Kent reported he listened to both sides carefully and gave a great deal of thought to the matter prior to attending the meeting. He stated some professionals indicated a longer runway was a safer runway while others disagreed with that assertion. Commissioner Kent indicated a longer runway would be a safer runway. He noted he did not believe the runway extension would "make" Ormond Crossings, but he did think it would help the business community and that it would entice companies to come to Ormond Beach to help relieve the tax burden on the homeowners. Commissioner Kent pointed out that if the study would indicate the runway extension would have a significant impact, he would change his vote even though he believed the runway extension would be the best thing for the greater Ormond Beach area.

Tsunami Warning System

Commissioner Kent stated all of American was to be protected within a certain number of years with a tsunami warning system. He requested staff research when a warning system could be put in place in Ormond Beach, noting a rogue wave had hit Ormond Beach a number of years ago.

Pension Boards

Commissioner Kent thanked Commissioner Partington for his information relative to the pension board meetings. He stated it was difficult for him to attend daytime meetings since he was a school teacher.

Martin Luther King, Jr., March

Commissioner Kent reported he had the pleasure of joining Mr. Turner on the Martin Luther King, Jr., march on January 17 to the South Ormond Neighborhood Center. He stated the celebration included dances, speeches, and a breakfast.

Coffee with Commissioner Kent

Commissioner Kent stated the next "Coffee with Commissioner Kent" would be held on Monday, February 7, at 4:00 p.m. at his home located at 130 Magnolia Drive.

Introduction of Raw Sewage into Homes

Mayor Costello noted he offered to allow Mr. Folcik to complete his comments at the end of the meeting and asked him if he had anything further to say.

Mr. Charles Folcik, 402 Oceanshore Boulevard, stated everyone could agree that he had put up with some atrocious behavior on the part of Ormond Beach employees since they should have

cleaned up the mess at his home on September 13, 2004. He asked when this would be cleaned up. Mr. Folcik reported staff requested he make a claim to his homeowner's insurance, but this would place an undue hardship on him and other citizens of Ormond Beach. He explained that upon purchasing his home, he had difficulty obtaining insurance because he lived on the peninsula, and he only obtained the insurance because the company had insured him for many years. Mr. Folcik reiterated that this situation was entirely the responsibility of the City.

Mayor Costello reported staff would respond to Mr. Folcik's claims.

Outreach

Mr. Turner commended the Commission for their outreach to the various County and State officials, and he particularly thanked Mayor Costello for speaking of Ormond Beach in a very positive light and expressing its concerns. He commended staff, specifically, Mr. Ervin and Ms. Sloane for working through the issues positively. Mr. Turner noted staff and the Commission did an outstanding job in hosting the Volusia delegation. He stated he had offered the City facility to the Volusia delegation any time they would like to meet. Mr. Turner reported this would be an honor and would provide access to the representatives who have been extremely helpful.

Mr. Turner reported that several staff members would be making trips to Tallahassee over the next several weeks to meet with the Governor's chief of staff, legislative representatives, committee chairs, Department of Transportation representatives, and Department of Community Affairs representatives. He noted Ormond Beach may not be able to achieve everything this year, but requests would be made again next year.

Martin Luther King, Jr. Celebration

Mr. Turner stated this year's Martin Luther King, Jr., celebration was one of the best with 30 to 40 people at the march and over 100 people attending the event. He reported Commissioner Kent represented the Commission very well and read the proclamation. Mr. Turner stated the celebration represented a diverse audience for a diverse community.

Dave Cahill Memorial Service

Mr. Turner thanked Commissioner Partington for attending the memorial service for Dave Cahill. He stated Ms. Sloane and her staff did a great job in making the arrangements for this very moving service.

Conducting City Business

Mr. Turner stated there was an opportunity to conduct the City business better. He noted he believed in this Commission, and he believed that more could be produced. Mr. Turner reported that to that end, Mr. Bill Ritcey-Donahue would be contacting the Commission to prepare for the January 20 meeting to be held at The Casements at 5:30 p.m. He noted there was an opportunity for staff and the Commission to be more clear in communications, more directly focused on specific issues, and produce better products and projects. Mr. Turner distributed agendas for the meeting.

Mr. Folcik's Claims

Mr. Hayes stated Mr. Folcik had filed a formal claim against Ormond Beach, which was currently in the claims process and was being treated as all other claims. He reported two elements must be investigated: liability and damages. Mr. Hayes explained that staff did not have all of the pertinent information from Mr. Folcik in which to process his claim, and until that information was received, the claim could not be processed. He stated he had sent Mr. Folcik two "nice" letters, as opposed to Mr. Folcik's claim that they were rude, requesting the information without receiving a response.

Customer Service

Mayor Costello stated that when he became aware there were dirt roads in Ormond Beach, he encouraged they be paved before the playgrounds were worked on because the "least common denominator in Ormond Beach is who we are." He reported he wanted the flooded areas corrected. Mayor Costello stated he wanted a current employee to act as an ombudsman when people have claims or forms to be completed to guide them through the process no matter the result because Ormond Beach must provide the best customer service that could be offered. He pointed out that the City could not always give people the answer they wanted, but would do everything possible to go through the process of obtaining the answer, whomever may be at fault.

**ORMOND BEACH CITY COMMISSION MEETING
HELD AT CITY HALL COMMISSION CHAMBERS**

January 26, 2005

5:30 p.m.

Present were: Mayor Fred Costello, Commissioners Jeff Boyle, Troy Kent, Scott Selis, and Bill Partington, City Manager Isaac Turner, Assistant City Manager Theodore MacLeod, City Attorney Randy Hayes, and City Clerk Veronica Patterson.

A G E N D A

- 1) Meeting call to order by Mayor Costello.
- 2) Resolution No. 2005-15 certifying the results of the Special Primary Election held January 25, 2005.
- 3) Close the meeting.

Item #1 - Call to Order

Mayor Costello called the meeting to order at 7:00 p.m.

Item #2 - Results of the Special Primary Election

RESOLUTION NO. 2005-15
A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL
ELECTION CONDUCTED IN THE CITY OF ORMOND BEACH,
FLORIDA, ON TUESDAY, JANUARY 25, 2005; SETTING
FORTH AN EFFECTIVE DATE.

Commissioner Partington moved, seconded by Commissioner Boyle, to approve Resolution No. 2005-15, as read by title only.

Call Vote:	Commissioner Boyle	yes
	Commissioner Kent	yes
	Commissioner Selis	yes
	Commissioner Partington	yes
Carried.	Mayor Costello	yes

Item #3 - Close the Meeting

The meeting was adjourned at 5:32 p.m.

APPROVED: _____ February 1, 2005

BY: _____
Fred Costello, Mayor

ATTEST:

Veronica Patterson, City Clerk