

**FORT MYERS BEACH
TOWN COUNCIL MEETING
NOVEMBER 15, 1999
NationsBank, Council Chambers
2523 Estero Boulevard
FORT MYERS BEACH, FLORIDA**

I. CALL TO ORDER

Mayor Ray Murphy opened the meeting on Monday, November 15, 1999, at 6:40 P.M.
Council members present at the meeting: Mayor Ray Murphy, Vice-Mayor John Mulholland, Anita Cereceda, Daniel Hughes and Garr Reynolds.

Town Staff present: Town Manager Marsha Segal-George, Deputy Town Manager John

II. PLEDGE OF ALLEGIANCE

All assembled recited the Pledge of Allegiance.

III. INVOCATION BY THE REVEREND DICK TAFEL OF THE NEW CHURCH

IV. PUBLIC COMMENT ON AGENDA ITEMS

None.

V. CONSENT AGENDA

A. Approval of Minutes of October 14, 1999 and October 18, 1999

Motion made by John Mulholland to move the approval of the minutes to further down on the agenda.

Discussion:

Dan Hughes would prefer for the minutes to remain under the consent agenda unless they're not consented to.

Garr Reynolds said he didn't care for the minutes to be under the consent agenda.

MOTION: Made by John Mulholland and seconded by Anita Cereceda to place the approval of the minutes for tonight's meeting and for all future Town Council meetings after the Council Members Items on the Agenda. Passed unanimously.

B. Schultz Chaipel contract for audit

C. Review of investments

MOTION: Made by John Mulholland and seconded by Anita Cereceda to approve items B and C. Passed with one nay vote from Garr Reynolds.

VI. ADMINISTRATIVE AGENDA

A. Final Public Hearing: Sign Ordinance

Mayor Murphy read the ordinance into the record.

Public comment was requested but none was forthcoming.

MOTION: Made by Dan Hughes and seconded by Anita Cereceda for the adoption of ordinance 99-14 allowing a 64 sq. ft. illuminated sign for a motion picture theater. Passed unanimously.

B. First Public Hearing: Paragliding/Ultralight Prohibition Ordinance

Mayor Murphy read the ordinance into the record. He was told that there was a problem in Section II. Attorney Roosa advised that the draft that the LPA approved would allow for seaplanes. The draft that he submitted would allow for seaplanes only if they're being flown by a pilot or student pilot who is licensed. The FAA does not license ultralights and paragliders and Town Manager Segal-George advised that that's why the LPA attacked the licensing of the aircraft rather than the pilots.

Change in language: Use LPA version and then add "any aircraft that is privately owned." Dick Roosa said it would then read "No person shall take off, land or fly in any privately owned aircraft that is propelled by an engine over land or water within the limits of Fort Myers Beach unless the aircraft is licensed by the FAA."

Public Comment:

A. Joe Croker asked, in light of the language that we're considering, how do we define privately owned? If four people who are a part of a corporation have a beachfront home and part of the corporation is ownership of a paraglider, is that privately owned? Attorney Roosa told him that it would be, as distinguished from publicly owned, which would be governmental.

Town Manager Segal-George advised that we will have a second public hearing on this on December 6.

C. First Public Hearing: Parks Ordinance

Mayor Murphy read into the public record this "open alcoholic container ordinance."

No public comment was forthcoming.

Councilman Reynolds said he didn't think we should allow people from the bars to bring their beers out on the sidewalk to finish them during a parade. It has been done in the past to a limited extent, but he doesn't feel we should legitimize it. Vice Mayor Mulholland agreed with him.

Councilman Hughes said that if we didn't adopt this, we would have another situation whereby a family might be sitting out there in chairs having pop and beers that they brought, and this is what was intended to be exempted here. There is another law, probably a state law, that prohibits a licensed vendor of alcoholic beverages from allowing patrons to carry the beverage outside of his place of business. So the ordinance doesn't permit what Garr Reynolds was concerned about but enables people who are perhaps picnicking to have beer or whatever they want.

Attorney Roosa advised that this is not a self-implementing ordinance. There would be another act required, and that is that Council would have to identify the area for the event. So we would have another opportunity to vote on a particular area, otherwise it would have no effect. Councilman Hughes added that the area would have to be limited to a semi-public parking lot or beach, because that's inherent in the fire section.

When you identify the event, there would be a request to the Council to identify the area,

according to Attorney Roosa. The Council would identify the area and the sheriff would be notified. This is not authorizing it for every event of the Town, but only in a designated area. If a town-sponsored event is held in a semi-public parking lot, then the Town Council could also designate an area that would be exempt from this ordinance.

Attorney Roosa advised that it only takes one public hearing to adopt this Open Alcoholic Container Ordinance. But since it came to Council as an amendment to the Parks Ordinance, it is set up for another hearing on December 6.

Councilwoman Cereceda said that as the person who initiated this amendment, she would like to make a motion to approve this amendment as it is represented to us here today.

Attorney Roosa stated that the problem we have here is that it has been advertised as a first hearing only. So it's also been advertised as a second hearing on the 6th and will require that we have a second hearing on the 6th. It's not a defect, but it delays us from taking action tonight. Ms. Cereceda withdrew her motion.

D. Maintenance contract for pool

Mayor Murphy stated he had only one question in Section VI for charges which he calls the consideration clause. He wished to know if billing would be for work as it is done and was told yes. Deputy Town Manager John Gucciardo pointed out that on the last page the monthly fee is given. Section VI, he noted, is part of our standard contract. But Section I talks about the agreement proposed in Exhibit A.

Dan Hughes advised of a paragraph in the contract that the Mayor was referring to that is irrelevant. It ends with a colon and there's nothing following the colon. He thinks that Section VI should say that the Town should pay for the services provided by the contractor in accordance with the proposal attached as Exhibit A. John Gucciardo said that we could make that change.

This was advertised in the Observer.

Councilman Reynolds said he believed we were supposed to advertise for bids in a daily paper, not in a weekly paper. Attorney Roosa said the Fort Myers News-Press is the only paper that qualifies for legal notices, but advertising for bids doesn't require legal notice. The purpose of advertising for bids is to contact as many people as possible, and if there's a better vehicle, there's no requirement that they be published in the News-Press.

Noted was that on the last page of the contract it says that the price for work shall be \$1,050.00, but it doesn't say per month. We can add that line.

Councilman Hughes asked John Gucciardo if he feels comfortable with the proposal in terms of

1) it's definition of the scope of the work by the contractor, and 2) if he feels that the price of \$1,050.00 a month is reasonable for that work. John Gucciardo said he was most comfortable with the scope of the work, especially given the relationship that the Town has with this particular contractor. He'd rather not comment on his feelings regarding the bid price, because he doesn't know if he has a whole lot of choice there. We have only received one other bid proposal, and that came in well after the deadline that we had set. Councilman Hughes said we could re-advertise it and asked if he could disclose to us what the other proposal was. Mr. Gucciardo said that the other proposal had a similar price and that was not the issue. There would not have been any significant savings.

Councilman Reynolds wanted a breakdown of what the \$1,050.00 covers. He noted that it covered fertilization four times a year of the lawn, two times a year of ornamentals, three times a year of trees. He asked if all that was included with the labor, and was told yes.

Councilwoman Cereceda stated she didn't think there was a finer person than Ed Lawler and she thinks he would do a great job, but she thinks it's in the Town's best interest that this be re-advertised in the News-Press. We have fallen under scrutiny about how we advertise our positions and she thinks a good policy for us to adopt would be to say that any and all contracts that are to be let by this Town Council be advertised in a daily, widely-subscribed paper and not just in the Fort Myers Beach Observer. Ray Murphy asked John Gucciardo if we were to go that way, who would maintain this in the interim. John said he didn't have anyone, but he imagined he could contract with Ed on some kind of interim basis. It is his opinion that we do need someone to look after our property.

Vice Mayor Mulholland said he had a problem with the suggestion that we use the News-Press exclusively for advertising. He would use maybe the Naples paper or something else. He has as lack of confidence in the News-Press and their policies.

Councilwoman Cereceda said that personal feelings about the News-Press notwithstanding, she thinks it should be a public policy of the Town Council that whenever we advertise for a contract, it should be advertised to the greatest number of people possible. And if that's through the News-Press or the Naples Daily News, she thinks that that's our responsibility. She would make a motion to that effect.

Discussion:

Councilman Hughes noted that Councilwoman Cereceda's motion relates itself to services and he wished to know if she only wished to mention services or any contracts that required competitive bids. Anita Cereceda told him any contracts that required competitive bids.

Mayor Murphy asked Councilwoman Cereceda if that would include just the New-Press or the Fort Myers Beach Observer as well. She stated that the local papers are fine. She's just saying that it needs to be widely circulated papers and she's picking the two large papers in our area. She thinks that we already have a policy that states that virtually everything we do is noticed in the Observer.

Councilman Reynolds said he is pleased that this motion came up, because he was under the impression from the beginning that we were obligated to advertise any kind of open bids in a daily newspaper.

Councilman Hughes asked if the requirement was that it must be a daily newspaper. He understood Mr. Roosa to say that there was no legal requirement. Mr. Roosa advised that there is no requirement for the bidding but there is for public notices. Public notices must be in a newspaper of general circulation, which is the News-Press. It is the only newspaper that qualifies. John Mulholland stated that the Naples Daily News is widely available just as the News-Press is.

Councilman Hughes said the question is where do we get the best bang for the buck. He doesn't know that the News-Press just because it is a daily newspaper does that. The Bulletin is an affiliate of the Breeze publications, and they have papers in Cape Coral and Sanibel and all over the place. And don't you get a group rate when you run an ad in all of those papers? Attorney Roosa reiterated that the News-Press is the only paper that qualifies for public legal notices. If you advertise in that paper, you can never go wrong legally.

Councilwoman Cereceda emphasized that her motion is strictly for good policy for the Town.

Mayor Ray Murphy ascertained that she was not excluding the Fort Myers Beach Observer and she assured him that she wasn't.

Questioned regarding Ed Lawler, Councilwoman Cereceda stated that it was her understanding that he already has an hourly rate in his contract for services outside of the original maintenance. Asked if that was mutually satisfactory at this point, she replied yes.

MOTION: Made by Anita Cereceda and seconded by John Mulholland that from this point on all contracts to be let for services to this Town are to be advertised in the News-Press and the Naples Daily News. And in the interim period, until a contract is awarded for maintenance of the pool, that Mr. Lawler be contracted for interim services to provide maintenance there. Passed unanimously.

E. Vending Contract for Pool

Councilwoman Cereceda asked that discussion on the contract be tabled until it conforms to our newly established policy of advertising.

Deputy Town Manager John Gucciardo said that the only proviso he'd like to remind us of is that one of the aspects of the pool that he thought was a priority was to make it as convenient and as appealing to the public as possible. We're trying to get this vending contract in place so that we'll have somebody out there supplying food and drink

Councilman Reynolds asked how many offers or bids had been received and was told two.

MOTION: Made by Anita Cereceda and seconded by Garr Reynolds that discussion on the contract be tabled until it conforms to our newly established policy of advertising. Passed with Dan Hughes and John Mulholland dissenting.

F. Paver Cleaner Contract

Town Manager Martha Segal-George advised that the gentleman who is trying to sell us this piece of equipment has one piece left that he's holding for us. If we don't make a decision tonight, we will have to go on a waiting list.

Attorney Roosa stated there was a concern that the lease was being assigned over to General Electric. The lady in charge of documentation said that these are general municipal leases, that they're all done that way, and that if we determine that we're no longer going to use that piece of equipment and cancel the contract because we do not allocate funds for the payment of that contract that that's binding upon General Electric also. Mr. Roosa asked her if it would be okay if he just added some language to the assignment which said "This assignment is subject to the rights of lessee under paragraph 7," and she said by all means, no problem. It's done all the time. The only thing we can't do is we can't go buy another piece of equipment to replace it, nor can we go find financing elsewhere. As long as we keep this equipment, we have to keep renewing it for the term of the lease, which is three years.

Dan Hughes said we're still retaining the waiver of defenses clause, which he feels is objectionable. He asked if Attorney Roosa was telling him that if we have trouble with the equipment and the manufacturer is not fixing it, we don't have to continue to make the payments. Attorney Roosa said, no, he's not telling us that. He explained that this is a one-year contract and we have to agree for one year once we've budgeted the funds and then we must make the payment. Dan Hughes said he cannot accept the lease in that form when we have no remedy against the assignee in the case of defective equipment. Attorney Roosa said he didn't believe that was the case. We don't have the remedy of stopping payments, but it doesn't excuse them

from their responsibility under the terms of the purchase contract. They still guarantee the equipment. Dan Hughes noted that if they don't perform, we have to still pay GE. He would never let a client sign a lease that has that waiver of defense provision in it.

Vice Mayor Mulholland said that something doesn't make sense here. His understanding is that if the equipment doesn't work, then equipment is supplied to us that does work. Attorney Roosa confirmed that this was correct. If the Tenant Company has warranted this property, they guarantee this equipment and they will provide it. However, if it breaks down and doesn't work, we can't stop making payments. We're obligated to make payments each year. The equipment is still guaranteed by the manufacturer.

Mayor Murphy asked do we want this equipment at all? If we do, do we want to lease it or do we want to purchase it?

Vice Mayor Mulholland stated that he thinks we need this equipment and he suggests that we lease it. He would make a motion to this effect.

Discussion:

Councilman Reynolds said he believes they have gotten as good a deal as they can come up with. In three years it will become ours and we're doing it on a lease situation and we should approve this equipment.

Councilman Hughes said he is in agreement with leasing this equipment that we all want. However, the motion doesn't address the language of the lease and he's still not happy with the terms of the lease.

Councilman Reynolds felt we were talking about two different things. Whether we keep paying this or not to our loan masters is one thing. We are obligated to do that and he has no problem with that, because our real confrontations if we have any will be about the equipment and that will be with the manufacturer. Those are two isolated items and he sees no conflict in doing this.

Councilman Hughes said it would be no different if we paid cash for this equipment. If we have a problem, we have to deal with the manufacturer. We have the exact same remedies we have under a lease, plus one, and that is that if it broke down during the first year and we didn't allocate the funds for the second and third years, that would terminate the lease for those years. But we would still be obligated for each annual payment.

Mayor Murphy said he didn't have any problems with Councilman Hughes getting together with Attorney Roosa at some subsequent date to put the best language possible into that lease to protect the municipality.

Councilman Hughes said he thinks it's good that Attorney Roosa got the clause he has, but he doesn't feel it goes far enough. He would like to see them delete the provision in which we waive defenses against the assignee. He was asked what would happen if they say no, and he replied he didn't think they will. Attorney Roosa stated that what he is doing is making GE become the warrantor. It can be done, but that would be unusual. This is a \$30,000 piece of equipment.

Vice Mayor Mulholland asked what would be the advantage of Councilman Hughes and the Town Attorney getting together. Councilman Hughes said that we should attempt to get that lease provision eliminated.

MOTION: Made by John Mulholland and seconded by Anita Cereceda to lease the paver. Passed unanimously.

VII. BUDGET HEARING

A. Resolution establishing ad valorem tax

Deputy Town Manager John Gucciardo said there was a change in the language of this resolution in Section Two, second paragraph, which now reads a 5.25% increase over the rollback rate.

MOTION: Made by Anita Cereceda and seconded by Dan Hughes to accept the ad valorem tax with the change in language in Section Two to now read a 5.25% increase over the rollback rate. Passed unanimously.

B. Resolution Adopting the 1999/2000 budget

Anita Cereceda made a motion to accept the resolution.

Discussion:

Councilman Reynolds said that he could only vote for this budget if we are not making promises to ourselves that we are obligating ourselves to the projects listed, because these have not been totally approved by Council. He has no problem voting for the budget but this does not mean that he's approving of the five projects that are listed there. He said he was told that we were not approving those projects, that they were just in the budget for consideration. We haven't really voted to accept and do those projects. He doesn't want them to be part of the budget as an approved item. Vice Mayor Mulholland advised that when the Council approved the budget, we approved specific line items. We approved the budget on an individual line basis and therefore the projects that are enumerated in there are approved. Mr. Reynolds said that was not what John told him.

Discussion:

Garr Reynolds said he was dissenting because it is not clear yet where we are going with those items and it's not clear whether those are actually a part of this budget item. It was stated to him that it was not. And he doesn't see how it can be part of this budget because there's not money there to cover it anyway. Mr. Reynolds was asked by Ms. Cereceda if he was talking about the capital improvement budget. She advised that if he looks at that section of the budget, he will see that in this year the ones that there is money for and are allocated are approved, and the ones that aren't are scheduled out for the rest of the year. Mr. Reynolds stated that he realizes that.

MOTION: Made by Anita Cereceda and seconded by John Mulholland to accept the resolution adopting the 1999/2000 budget. Passed with Garr Reynolds dissenting.

VIII. COUNCIL MEMBER ITEMS AND REPORTS

Councilwoman Cereceda apologized for not being at the pool ground breaking.

Councilman Reynolds asked the chairman not to allow anyone to interrupt him while he has the floor and he thanked him in advance.

His first remark was in reference to interruptions of council members while they are speaking. He began with the statement "Mr. Chairman, during the past three council meetings

prior to this one..."

Mayor Murphy at this point interrupted Mr. Reynolds and said he was not going to be subjected to this lashing again. He gave it to us all one at a time. We heard it. He read the minutes and it took up about three pages of the minutes. He advised Mr. Reynolds that we don't have to listen to it again. If he doesn't have anything else constructive to add to this, then just forget it. We heard it.

Mr. Reynolds told the Mayor he didn't honor his first request. Mayor Murphy stated he has been honoring his requests every since he's held this chair, but he's not going to listen to this repetition again. Mr. Reynolds said the Mayor didn't know if it was repetition again because he hasn't heard it. He would ask to be allowed to talk without being interrupted, and that means him also.

Councilman Reynolds spoke of being interrupted by the Town Manager at meetings as well as by council members and also referred to behaviors he didn't approve of. He is also against rebuttals by council members and asked that we work together as a team.

Regarding the CRA testimony, Councilman Reynolds said that it appears that it's a done deal and that the Town will not be receiving any of those funds from the County. He asked Mr. Roosa if he could shed more light on this situation. Attorney Roosa advised that since the last Council meeting, the County Administrator, John Stilwell, on behalf of the County has filed an affidavit motion, a motion under oath, alleging improprieties on the part of the Town of Fort Myers Beach CRA and challenging our authority to issue those bonds. That motion has been filed with the court and David Cardwell and he and Marsha are preparing their response to that. The initial response is a motion to require compliance with Chapter 164, which would mean that the County would have to hold a meeting with the Town Council and iron out their differences over the CRA. So something productive may well come out of what they've done. But that's where it stands right now.

Councilman Reynolds stated he had attended the Fort Myers Beach Art Association on Sunday and the exhibit was entitled "Anything Goes." There was a wonderful turnout. The large room was filled to standing capacity. The Town has some very outstanding artists. He urged that if we have not been there recently, we should try to visit the gallery this week and see the "Anything Goes" display. He will guarantee that it will be worth our effort.

With respect to Schultz Chaipel & Company, Councilman Reynolds said he didn't understand how a company can do an audit on their own work. He asked John Gucciardo for his advice. Mr. Gucciardo explained that Schultz has been retained by the Town to audit the Town's books. They're not auditing themselves, they are auditing us. Councilman Reynolds asked didn't they do all of our accounting work. He was told no, that is what Janeen does.

Councilman Hughes asked if we had a contract with Wilson-Miller and if had been finalized. He was told yes.

Councilman Hughes referred to Arden Arrington's letter stating that he is not seeking to continue his term and asked when it expired. Town Manager Segal-George advised that Mr. Arrington's contract did not have an expiration date but she has interpreted his letter to indicate he wishes to terminate the contract. Mr. Hughes asked if we would be advertising that position and Mrs. Segal-George stated that her plan is to do nothing until we own the property.

Councilman Hughes asked Attorney Roosa if he would be discussing the Community Redevelopment Agency suit that Councilman Reynolds had alluded to, and he also wished to know why that area was blocked out on our copy. Attorney Roosa advised that was the way he had received his copy. He also advised that the original and attachments were thick and were

here at Town Hall.

Referring to the copy of John Gucciardo's letter dated November 9 to the County Board on their taxi ordinance, he asked if they had responded. Mr. Gucciardo replied no, but he will check later this week with Commissioner Judah on their action. They're not scheduled to hear that until the 23rd.

Councilman Hughes said he would take the flyers from the Public Safety Task Force to the Condominium Association of Fort Myers Beach meeting on Wednesday.

Vice Mayor Mulholland advised that Arden Arrington's letter of resignation was addressed to Town Manager Marsha Segal-George and she had copied the Council on it. The comments Mr. Mulholland said he had made to the Observer reporter was that he thinks we had lost a good man in that position.

Regarding communication, Mr. Mulholland said that this morning we had a meeting and we're going to have meetings during the week on the beautification of Estero Boulevard. He would like to know how we can get the word out most effectively on this project.

If we had one more committee, Mr. Mulholland would like it to be one that would oversee the special events of the Town and make recommendations to Council as to how much money we should spend or not spend on these special events.

The Council should appoint a liaison to the Bay Oaks Advisory Committee, Mr. Mulholland feels. He knows this committee was not appointed by the Council, but he thinks it's a pretty good committee and one we should keep in touch with. As Anita Cereceda pointed it out, a large portion of our money goes to Bay Oaks.

Mr. Mulholland said he had originally thought that tonight was going to be a reorganization night for the Council, but now realizes that will be the first meeting in January. He would like to be considered for the coming year for the position of mayor.

Mayor Murphy said he would like to encourage the Observer to consider, if it's not too late at this date, some sort of article for this Wednesday's paper about the planning sessions that are taking place this week.

Councilwoman Cereceda referred to Arden Arrington's letter in the News-Press and advised that a reporter from the News-Press in regard to Mr. Arrington's resignation had contacted her today. She would like for us and for the public to know that she has made several calls to Mr. Arrington and has never received a call back. Her involvement with the Mound House project began when the controversy began and she volunteered to be a liaison to the neighborhood and to CELCAB. She has no idea what precipitated Mr. Arrington's comments in his letter, and she thinks that that letter was unfortunate in all aspects of the word. But in her mind, and as she has said to Mr. Arrington several times, the Mound House is not about Arden Arrington, nor for that matter was it ever about Ted FitzSimons or any of us. It is a project that she believes will be a wonderful thing for the future of the Town of Fort Myers Beach, and she wouldn't be involved in it if it weren't. Unfortunately, it has been clouded by many personal issues, all of which have culminated in this letter. But she would like us to know that she has made every effort to contact Arden Arrington to better understand what she has said to precipitate his letter and up to now has never been informed.

Councilman Reynolds remarked that he had called Mr. Arrington also and told him that he was saddened by his departure but that he understands his feelings under the circumstances. And he did tell him that he believed we would find it difficult to find a person with his caliber and experience to fill this position.

IX. TOWN MANAGER'S ITEMS

Deputy Town Manager John Gucciardo stated he had a few reminders for the upcoming season. 1. They've already made contact with the V.O.I.C.E. volunteers and also with the auxiliary deputies. Although he hasn't heard back from them formally, their initial view based on how many people are going to do volunteer work is that they'll be able to start doing the traffic control for us probably a day or two after January 1. They should be out there on a regular basis from 10:00 a.m. until 4:00 p.m. and from 4:00 p.m. until 8:00 p.m. supplemented with auxiliary deputies, and we have asked that they stretch that through May 1 because Easter will be a little late next year. They've also made contact with LeeTran about enhanced trolley service and hope to have their proposal. Based on our direction, they will look to kick that in around December 15 this year.

2. He has given us a memo from Booch Demarche about the Matanzas Pass Preserve. We should check our schedules and let him know in the next day or two about those dates that he has suggested in December, as he'd like to go ahead and get the mailings out.

X. TOWN ATTORNEY'S ITEMS

Attorney Roosa stated that he would like authority to employ Mike Cicerone to take the place of David LaCroix, who is now a full-time attorney for the City of Cape Coral. Mike would be willing to work in this capacity and Mr. Roosa would like for him to be co-counsel on the lawsuit. His hourly fee is \$150.

MOTION: Made by Anita Cereceda and seconded by John Mulholland to approve the contracting of Mike Cicerone as our co-counsel. Passed unanimously.

XI. APPROVAL OF MINUTES: OCTOBER 14 AND OCTOBER 18, 1999

Councilman Reynolds advised that he hasn't had the chance to read through these minutes thoroughly as he has been entertaining company. He may have some comments at our next meeting about them. He thinks that Lorraine has done a very good job just reading through them, but he just hasn't had a chance to analyze them.

Councilman Hughes asked what the requirements were for giving notice on emergency meetings and was told reasonable notice and telephone calls to members, as when there are changes in hurricane reports.

MOTION: Made by Anita Cereceda and seconded by Ray Murphy to approve the minutes of October 14, 1999. Passed unanimously.

Corrections and changes to minutes of October 18, 1999:

The meeting was not opened by Vice Mayor Mulholland but by Mayor Ray Murphy.

MOTION: Made by Anita Cereceda and seconded by John Mulholland to approve the minutes of October 18, 1999, with the correction noted. Passed unanimously.

XII. PUBLIC COMMENT

None.

XIII. ADJOURNMENT

The meeting was adjourned at 8:11 p.m.

The next meeting will be December 14 and Pink Shell is scheduled.

Respectfully submitted,

Lorraine Calhoun
Transcribing Secretary

Items for action from the meeting of November 15, 1999

1. Minutes will now be taken up just before the last public comments of the meeting so that people who are not interested in listening to corrections of the minutes will not have to sit through them.
2. Town Manager Segal-George advised that we will have a second public hearing on the Paragliding/Ultralight Prohibition Ordinance on December 6.
3. Since the Open Alcoholic Container Ordinance came to Council as an amendment to the Parks Ordinance, it is set up for another hearing on December 6.
4. All contracts to be let for services to this Town are to be advertised in the News-Press and the Naples Daily News. And in the interim period, until a contract is awarded for maintenance of the pool, Mr. Lawler will be contracted for interim services to provide maintenance there.
5. Councilwoman Cereceda asked that discussion on the vending contract for the pool be tabled until it conforms to our newly established policy of advertising. A motion was passed to this effect.
6. John Gucciardo advised that the V.O.I.C.E. volunteers and the auxiliary deputies will be able to start doing the traffic control for us probably a day or two after January 1. They should be out there on a regular basis from 10:00 a.m. until 4:00 p.m. and from 4:00 p.m. until 8:00 p.m. supplemented with auxiliary deputies, and we have asked that they stretch that through May 1 because Easter will be a little late next year. Contact has also been made with LeeTran about enhanced trolley service and we hope to have their proposal. Based on our direction, they will look to kick that in around December 15 this year.
7. John Gucciardo has given us a memo from Booch Demarche about the Matanzas Pass Preserve. We should check our schedules and let him know in the next day or two about those dates that he has suggested in December, as he'd like to go ahead and get the mailings out.
8. A motion was made and passed to lease the paver cleaner.
9. A motion was made and passed to accept the ad valorem tax with the change in language in Section Two to now read a 5.25% increase over the rollback rate.
10. A motion was made and passed to accept the resolution adopting the 1999/2000 budget.
11. Attorney Roosa advised that since the last Council meeting, the County Administrator, on behalf of the County has filed an affidavit motion, a motion under oath, alleging improprieties on the part of the Town of Fort Myers Beach CRA and challenging our authority to issue those bonds. That motion has been filed with the court and David Cardwell

and he and Marsha are preparing their response to that. The initial response is a motion to require compliance with Chapter 164, which would mean that the County would have to hold a meeting with the Town Council and iron out their differences over the CRA.

12. Town Manager Segal-George advised that Arden Arrington's contract did not have an expiration date but she has interpreted his letter to indicate he wishes to terminate the contract. Mr. Hughes asked if we would be advertising that position and Mrs. Segal-George stated that her plan is to do nothing until we own the property.
13. Mr. Gucciardo advised there had been no response to his letter dated November 9 to the County Board on their taxi ordinance, but he will check later this week with Commissioner Judah on their action. They're not scheduled to hear that until the 23rd.
14. We're going to have meetings during the week on the beautification of Estero Boulevard.
15. If we had one more committee, Mr. Mulholland would like it to be one that would oversee the special events of the Town and make recommendations to Council as to how much money we should spend or not spend on these special events.
16. The Council should appoint a liaison to the Bay Oaks Advisory Committee, Mr. Mulholland feels. He knows this committee was not appointed by the Council, but he thinks it's a pretty good committee and one we should keep in touch with. As it was pointed out by Anita Cereceda, a large portion of our money goes to Bay Oaks.
17. Mr. Mulholland said he had originally thought that tonight was going to be a reorganization night for the Council, but now realizes that will be the first meeting in January. He would like to be considered for the coming year for the position of mayor.
18. Mayor Murphy said he would like to encourage the Observer to consider, if it's not too late at this date, some sort of article for this Wednesday's paper about the planning sessions that are taking place this week.
19. A motion was made and passed to approve Mike Cicerone as our co-counsel in the lawsuit.