

WORKSHOP MINUTES
SEMINOLE CITY COUNCIL
April 26, 2016

The Workshop of the Seminole City Council was held on Tuesday, April 26, 2016, in City Hall, City Council Chambers, 9199 - 113th Street North, Seminole, Florida.

Mayor Waters called the meeting to order at 7:25 p.m.

Present were: Mayor Leslie Waters, Vice-Mayor Jim Quinn, Councilor Thom Barnhorn, Councilor Chris Burke, Councilor Roger Edelman, Councilor Bob Matthews, Councilor Trish Springer, City Manager Ann Toney-Deal, City Attorney Jay Daigneault and City Clerk Patty Beliveau.

Also in attendance were Public Works Director Jeremy Hockenbury, Building Official Jim Ford, NuJak Development Inc. Project Manager Donald Odom, Dr. Ed & Vivian Lurie, Dr. James Olliver, Attorney Schuler and Primerica Project Manager Dale Johnson.

1. CHAMBER OFFICE/COMMUNITY BUILDING (LURIE PROJECT)

Mayor Waters explained the meeting discussions would be in three parts: the Value Engineering aspect of the facility, the City and Lurie Draft Agreement followed by the License Agreement between the City and the Chamber.

Mayor Waters recognized Councilor Edelman who explained that as the President of the Chamber of Commerce, it was a conflict of interest to have any input on the Chamber Office/Community Building and he would therefore abstain from participating in the discussion. Councilor Edelman stepped away from the Council Workshop table.

Mayor Waters recognized City Manager Toney-Deal to explain. City Manager Toney-Deal explained she emailed Council a copy of the NuJak Development Inc. proposal and noted that they will be discussing the Value Engineering items. She stated there are several items that NuJak has identified as "Value Engineering" which may reduce the cost of the project.

City Manager Toney-Deal noted the total bid for the project from NuJak Development Inc. was \$594,484.51. Council will need to review, discuss and by consensus determine what items from the "Value Engineering" page they wish to adopt. Nujak Development Inc. will make the needed changes to the proposal and resubmit for Council approval.

City Manager Toney-Deal recognized Public Works Director Hockenbury to explain the "Value Engineering" options: Interior Wall Frame, Seam Sheet Metal Exterior Roof, Brick Paver, CMU Exterior Wall and Sidewalk.

Director Hockenbury discussed the “Value Engineering” Options. The Sheet Metal Roof could be replaced with the Dimensional Asphalt Shingles which will be a savings of \$11,100. Director Hockenbury stated the selection of the Dimensional Asphalt Shingles would mean that maintenance would have to be adjusted to handle the possibility of any termite issues.

Building Official Ford stated the original proposal was for a CMU (Concrete Masonry Unit) exterior walls resulting in an III-B Type Construction. The proposal for a wood frame exterior wall with stucco finish changes the Construction Type to V-B. With a Type V-B construction, the north wall, based on its proximity to the property line will be required to be constructed with a minimum of a one-hour fire resistance rating.

The Building Code requires an inter-wall termite treatment or a subterranean treatment as part of the construction which will last 3-5 years. Building Official Ford also explained the possibility of water intrusion and how to address the risk.

Director Hockenbury noted the original plan did not specify brick pavers and that asphalt pavement may be used in the area, and continued explaining the building floor plan and layout.

Council’s conclusion was not to lessen the building structure or the quality, that no tax dollars would be spent on the project and that the Seminole Chamber of Commerce, along with the Civic Clubs, would need to make up the cost difference.

Council consensus was to change from the brick pavers to asphalt pavement.

Dr. Olliver stated if the Chamber moves into the new building by January 2017, the Seminole City Center developers would make a contribution of \$12,000 to assist the Chamber.

Building Official Ford briefed Council on the difference between a metal roof vs. one with architectural shingles. He explained a metal roof life span is 25-30 years; the metal roof will rust, stain, easily be dented and aesthetically will begin looking poorly.

City Manager Toney-Deal stated Staff does not have any issues regarding the architectural shingles vs. the metal roof and the cost saving would be \$11,100.

Primerica Project Manager Dale Johnson stated there are some asphalt roofs that have a life-time warranty and the failure of the shingle is guaranteed for the life of the ownership of the building. A shingle roof is less expensive to install and easier to maintain. Project Manager Johnson further explained the maintenance issues of a metal roof vs. a shingle roof.

Councilor Springer inquired about the insurance and life expectancy of a shingle roof and noted that the insurance premium may be up to 30% - 35%. She noted there will be a cost

savings if a metal roof was installed. Council continued with multiple discussions on the insurability of the roof selection.

Council's consensus was to install an architectural shingle roof vs. a metal roof on the new building.

Primerica Project Manager Johnson explained another item from the "Value Engineering" Option List. She noted the difference between the exterior walls with stucco and a wood frame and the importance of water proofing. Dr. Olliver recommended Option B, the wood frame, a saving of \$11,475.

Dr. Olliver summarized the cost analysis by item: a revised landscape plan savings, the \$12,000 contribution from the Seminole City Center developers and the modification of the "Value Engineering" Option list from Option A to Option B. He explained that the Chamber and the Civic Clubs would have to raise approximately \$40,000 - \$50,000.

Dr. Olliver further explained that Director Hockenbury suggested that additional savings may be done if they purchase the material through owner direct purchases. The material would be purchased through the City in order to realize the tax exempt savings.

Mayor Waters called for a 10 minute break.
Mayor Waters reconvened the meeting at 8:40 p.m.

Mayor Waters explained the next topic for discussion was the Agreement between the City and the Dr. Lurie Charitable Fund.

Mayor Waters recognized City Attorney Daigneault to explain. City Attorney Daigneault explained there are some items that need clarification on the Agreement. He noted that he understands that Council had previously approved a Resolution regarding a Public Purpose. His legal opinion on the project is that it is on tenuous legal ground relative to the Public Purpose which may have some ramifications. He suggested that the City seek a second independent legal opinion and provide them with the necessary documentation. Another option would be an opinion from the Attorney General which will not be binding and may take up to several months to receive.

City Attorney Daigneault noted that it is his legal opinion that the Agreement is primarily for a Private Purpose that is yielding incidental Public benefit.

City Attorney Daigneault stated the possibility of using a ground lease. The City would lease the grounds to the Chamber and the Chamber could build the building on the property.

Vice Mayor Quinn inquired what would happen if the Chamber took over the maintenance of both the grounds and the building. City Attorney Daigneault explained that would be beneficial for the project because the more City funds go into the project the less it becomes a Public Purpose.

Attorney Schuler noted that Dr. Lurie is concerned with how long the project is taking and questioned if the project will ever be done.

Attorney Schuler expressed concern in the shift of the maintenance obligation from the City to the Chamber. Dr. Lurie would like to operate as per the direction stated on the Memo of Understanding.

Attorney Schuler noted the MOU states the \$500,000 grant from Dr. Lurie was for the building and the building exterior; the landscaping, maintenance and drainage were the responsibility of the City. He further explained that since the Chamber and the Civic Clubs are willing to raise the remaining funds, the City should continue with the original concept of handling the exterior capital maintenance.

Mayor Waters inquired if the MOU was binding. Attorney Daigneault noted the MOU was not binding.

Attorney Daigneault asked Council to review Section 2 “Costs & Donation” of the Agreement. Section 2 deviates from the previous approved MOU. The MOU states the ancillary spaces such as parking, required green space, retention, and landscaping shall be the responsibility of the City. The statement does not indicate if it’s a construction matter or a maintenance matter.

Attorney Daigneault requested direction from Council in resolving Section 2 “Costs & Donation” of the Agreement, the Public Purpose and the funds that the City will expend for the project.

Dr. Olliver stated that when he calculated the cost, it included the parking, the retention and the ancillary spaces to be funded by the Chamber. However, the long term maintenance, HVAC, replacement of the roof, etc. would be the responsibility of the City.

Discussion was conducted on Section 7 of the License Agreement. Mr. Schuler noted if the City agrees to handle the long term maintenance; the Chamber will reconsider handling the day to day maintenance.

It was the consensus of the Council that City Attorney Daigneault and City Manager Toney-Deal seek an attorney to provide a legal opinion on the Public Purpose matter.

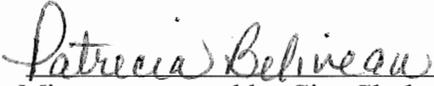
2. CHARTER DISCUSSION FROM ANNUAL WORKSHOP

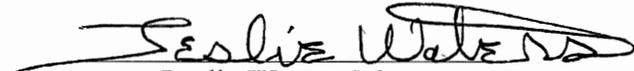
Will be discussed at a later workshop meeting.

3. CONSIDER A MOTION FOR ADJOURNMENT:

Mayor Waters adjourned the meeting at 9:38 p.m.

Date Approved: 5/16/2016


Minutes prepared by City Clerk
Patricia Beliveau


Leslie Waters, Mayor