

**WORKSHOP MINUTES
SEMINOLE CITY COUNCIL
September 22, 2016**

The Workshop of the Seminole City Council was held on Thursday, September 22, 2016, in City Hall, City Council Chambers, 9199 - 113th Street North, Seminole, Florida.

Mayor Waters called the meeting to order at 6:00 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, Building Official Jim Ford, Public Works Director Jeremy Hockenbury, Attorney Tim Schuler and Dr. Jim Olliver.

1. AGREEMENT BETWEEN THE CITY OF SEMINOLE AND THE EDWARD J. AND VIVIAN E. LURIE CHARITABLE FUND.

Mayor Waters recognized City Manager Toney-Deal to explain. City Manager Toney-Deal explained the process and suggested that the document be reviewed section by section. The below suggestions were discussed:

Section 2 (Cost & Donation)

- Attorney Schuler stated that the agreement between the City and the Greater Seminole Area Chamber of Commerce will need to be finalized on or before December 1, 2016. If that does not occur, Dr. Edward J. and Vivian E. Lurie will not be obligated to donate the funds and shall be refunded the \$50,000 previously donated, less the \$7,400 that was expended by the City.

Section 5 (Use of Multi-Purpose Facility)

- First sentence - modify the wording "intended as a City building" to "will be a City owned building."
- First paragraph - "Seminole Masters Exchange Club" should be changed to "Seminole Business Masters Exchange Club."
- First paragraph - change "All Children's Hospital" to "Johns Hopkins All Children's Hospital."
- First paragraph - "all such usage to occur with no charge to the user" should read "no charge for rental or facility use."
- City Manager Toney-Deal and Dr. Olliver will work on verbiage for room rental schedule process.
- City Manager Toney-Deal and Dr. Olliver will provide verbiage for the civic clubs' usage of the facility.

Section 6 (Use of Seminole Community Building at Seminole City Park)

- The verbiage states that the \$50,000 that was allocated to the Community Center at City Park for the usage of the building by the civic clubs be moved to the "Welcome Center/Chamber Offices/Meeting Room" project where the clubs may meet in the future.

- Council consensus is to include the language in Section 6 in both the agreements.
- Insert “per the City’s policy, any civic club organization will be charged a city staff maintenance fee.”
- Change the wording from “subject to the City’s scheduling policies and supervision” to “subject to the City’s scheduling and event policies and supervision.”

Section 10 (Entire Agreement)

- Changed the date from May 11, 2015, to April 11, 2015.

2. LICENSE AGREEMENT BETWEEN THE CITY OF SEMINOLE AND THE GREATER SEMINOLE AREA CHAMBER OF COMMERCE.

Section 3: (Grant of License):

- Insert “the parties acknowledge that there are no third party beneficiaries to this Agreement, including but not limited to the civic groups identified herein.”
- Council consensus is to insert language stating that if there is no agreement between the City and the Chamber of Commerce, then there are no rights for the civic clubs.

Section 4: (Term):

- Attorney Daigneault will research and propose options other than the “ninety-nine (99)” year’s terminology.

Section 6: (Use):

- Guidelines will be established regarding the usage/rental of the Community Room.

Section 7: (Care of Property):

- Chamber request that the last sentence be changed to “Attached building signage not included in the original construction shall be the responsibility and cost of the Chamber, subject to approval by the City.”
- City Manager Toney-Deal and Dr. Olliver to discuss and provide verbiage for the monument sign; what will be advertised and who will control the sign, etc.

Section 12: (Insurance):

- Council consensus is that in the event the building is destroyed, the City will use the insurance funds to rebuild the building. Any additional cost for the reconstruction of the building will be paid by the Chamber. In the event, the Chamber elects not to pay the additional funds to rebuild the building; the Chamber will forfeit its rights to the facility future usage.

Mayor Waters called for a break – 7:28 p.m.

Meeting reconvened – 7:38 p.m.

Section 13: (Indemnification):

- It is agreed by both parties to insert verbiage into the second paragraph of letter (A) “Chamber related events to indemnify City consistent with this Section.”

3. DESIGN BUILD CONSTRUCTION COST OF "WELCOME CENTER AT WATERFRONT PARK."

City Manager Toney Deal explained the Estimated Proposal Cost Recap sheet. The City and Chamber agreed to move the building site from 113th Street to Waterfront Park. The City identified modifications to the original construction and the expenses are as follows:

<u>Nujak Cost</u>	<u>Lurie Grant</u>	<u>City</u>	<u>Chamber</u>
Site Work - \$50,081.40	\$39,781.40	\$10,300.00	
Concrete - \$90,508.85	\$39,024.00	\$51,484.85	
Metal Roof - \$29,800	\$18,700.00	\$11,100.00	
Wood Deck Front Porch - \$11,016		\$11,016.00	
Owner Contingency		\$ 7,000.00	
Total	\$605,396.72	\$492,600.00	\$83,900.85 \$21,895.87

City Manager Toney-Deal explained that the \$7,000 owner Contingency is the estimated amount that will be saved by the City's "direct purchase" of building materials. All savings will offset the \$7,000.

4. SALE OF TWO CITY LOTS LOCATED ON 113TH STREET.

City Manager Toney-Deal explained the appraisal report for the three lots. City Manager Toney-Deal and Dr. Olliver would like to proceed with listing the properties as "For Sale By Owner" for \$495,000 for thirty days.

By consensus the City Council agreed to list the property "For Sale By Owner" for \$495,000 for 30 days and then revisit at that time. Dr. Olliver advised that the Chamber Board had also agreed to the above terms.

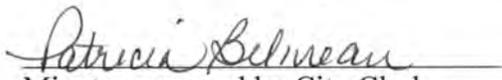
Attorney Daigneault and Attorney Schuler will make the modifications and corrections to the agreements.

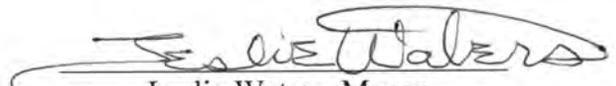
Council consensus was to reschedule the September 28th Workshop to attend the Historical Society "A City is Born" event.

5. CONSIDER A MOTION FOR ADJOURNMENT:

Mayor Waters adjourned the meeting at 8:50 p.m.

Date Approved: 10/11/14


Minutes prepared by City Clerk
Patricia Beliveau


Leslie Waters, Mayor