

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
MINUTES**

July 20, 2009

7:00 P.M.

Brooksville City Council met in regular session with Mayor Joe Bernardini, Vice Mayor Lara Bradburn and Council Members Joseph E. Johnston, III, Richard E. Lewis and David Pugh present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Emory Pierce, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. A member of the Hernando Times was also present.

The meeting was called to order by Mayor Bernardini, followed by an invocation and Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghiotto Beautification Award – Residential Award

Recognition of improvements to the property of Anthony and Sharon Pedonesi located at 609 E. Fort Dade Avenue.

Mayor Bernardini read the award in its entirety. The Pedonesi's were not present so the award and yard sign will be delivered to them.

Dixie Girls Softball Division I Tournament Winners Proclamations

Expressing congratulations on being State Champs in their respective divisions.

Mayor Bernardini read a unified proclamation in its entirety, which was presented to the Spring Hill Angels 9-10 year-old winners and Head Coach, Glenn Primavera, who were present, by him and Mike Walker, Director of Parks, Facilities & Recreation.

Danny Brooks, Florida State Director for Dixie Softball, expressed appreciation to the City of Brooksville for sponsoring the event. Council urged Mr. Brooks to bring the teams back next year.

CITIZEN INPUT

Mayor Bernardini asked for citizen input; there was none.

CONSENT AGENDA

Surplus Office Equipment

Consideration of declaring surplus property and authorization to sell at County auction.

Surplus Property – Police Department

Consideration of declaring firearms surplus property and authorization for sale and/or destruction.

FDOT Memorandum of Understanding (MOU) for Debris Clearing and Monitoring

Consideration of MOU or Mutual Aid Agreement with FDOT to perform all debris cleanup and monitoring for major storm events.

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Piggyback Contract for Large Sewer Pump Repairs

Authorization to piggy-back on the Pinellas County contract for large sewer pump repairs.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Consideration to approve the 2009 JAG Grant Program expenditure of funds and authorize the Mayor to sign and forward the required letter of decision.

Mayor Bernardini asked that surplus be recycled when possible.

Vice Mayor Bradburn asked if FDOT is going to be debris clearing and monitoring of all the streets. Director Pierce indicated all will be cleared except for private streets.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Pugh for approval of Consent Agenda including amendment to recycle. Motion carried 5-0.

PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

Mayor Bernardini called for proof of publication. City Clerk Peters indicated Items F2 & F3 were published on Friday, July 10, 2009, in the Hernando Today legal section of the Tampa Tribune and there is a copy of the affidavits for the record.

Ordinance No. 774 – Impoundment

Consideration of ordinance providing for impoundment of vehicles used in conjunction with certain crimes, non-criminal violations, and code violations.

[The First reading was held at the 07/06/09 meeting of Council.]

George Turner, Chief of Police, indicated this to be the second reading with changes made as requested by Council.

City Attorney Rey pointed out that in paragraph 3(b), two words were transposed. The first sentence should read “*Provide written notice to any owner present ...*”.

On Section 7 Paragraph (a), Vice Mayor Bradburn, suggested adding “The Police Chief, or his designee, and the City Manager”. Council Member Pugh felt it was fine as written and that “or designee” could be the City Manager. Council Member Johnston and Council Member Lewis agreed with Council Member Pugh.

Vice Mayor Bradburn specified her intent is to underscore the communication factor. She revised her request to read “*The Police Chief or the City Manager or their respective designees*”.

Mayor Bernardini asked for public input; there was none.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval as amended to read “The Police chief or the City Manager or their respective designees”.

City Clerk Peters read Ordinance No. 774 by title, as follows:

**AN ORDINANCE PROVIDING FOR THE IMPOUNDMENT OF VEHICLES
USED IN CERTAIN CRIMES, NON-CRIMINAL VIOLATIONS, AND CODE**

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VIOLATIONS; PROVIDING FOR PRELIMINARY AND FINAL HEARINGS ON SEIZURES AND IMPOUNDMENTS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Motion carried 4-1 upon roll call vote, as follows:

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|-------------------------|-----|
| Council Member Johnston | Nay |
| Council Member Pugh | Aye |
| Council Member Lewis | Aye |
| Vice Mayor Bradburn | Aye |
| Mayor Bernardini | Aye |

Vice Mayor Bradburn referenced the letter received from Jennifer Biernat and suggested in the future Council look at alternatives to fines as well.

Ordinance No. 776 – City of Brooksville & People’s Gas System, A Division of Tampa Electric Company (TECO), Franchise Agreement

Request from Peoples Gas for proposed language change dated June 18, 2009.

[The First reading was held at the 07/06/09 meeting of Council.]

City Attorney Rey announced a representative from People’s Gas is present and reviewed the changes made to distribution and transportation of gas over the lines that are subject to the agreement.

Council Member Pugh asked if TECO has an expansion map or future plans pertaining to gas for a vicinity of the City. Leroy Sullivan, TECO People’s Gas, indicated their system follows development as it occurs. As that happens and the economy picks up again there are areas that TECO would like to serve but would be contingent on negotiating a deal with the contractors. There is land north of the City which may be designated for future development.

Council Member Pugh asked if there is currently a GIS layer for the present gas lines within the City limits. City Manager Norman-Vacha denoted she will be sure it is in place, if not already, since it would be a very valuable tool for Public Works and to development as well. She specified gas lines are available at the courthouse but not sure where the line is in front of City Hall.

Vice Mayor Bradburn suggested staff work with TECO to identify sites within the City limits for gas service. In particular, during a natural disaster public facilities will have gas service without electric power. This would be worthy to pursue in a short time period. If lines can be created that will service in perpetuity then those are areas for economic expansion as well and would serve a dual purpose.

Council Member Lewis suggested the street lights run off gas lines along Main Street. Mr. Sullivan indicated he would work with staff on developing a plan to make that happen.

Mayor Bernardini asked for public input; there was none.

Motion:

Motion was made by Council Member Pugh and seconded by Council Member Johnston for approval.

City Clerk Peters read Ordinance No. 776 by title, as follows:

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AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, RENEWING ORDINANCE NO. 596 FOR A TEN YEAR TERM; RENEWING A GRANT OF A NONEXCLUSIVE FRANCHISE TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, TO OPERATE AND MAINTAIN NATURAL GAS SERVICE IN THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE CITY OF BROOKSVILLE REGULATIONS AND USE OF THE GAS SYSTEM; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND THE MONETARY CONSIDERATION TO BE PAID THEREFORE BY THE COMPANY TO THE CITY AND THE METHOD OF PAYMENT, PROVIDING AN OPTION TO RENEW; AND PROVIDING AN EFFECTIVE DATE.

Motion carried 5-0 upon roll call vote, as follows:

| | |
|-------------------------|-----|
| Council Member Pugh | Aye |
| Council Member Lewis | Aye |
| Council Member Johnston | Aye |
| Vice Mayor Bradburn | Aye |
| Mayor Bernardini | Aye |

REGULAR AGENDA

Tentative Millage Rate

Announce roll-back rate of 7.4380 mills, set Tentative Millage Rate for Fiscal Year 2009/10 and establish first budget hearing for September 9, 2009, at 6:00 p.m.

Steve Baumgartner, Director of Finance, stated tonight is an important part of the TRIM process in setting a Tentative Millage Rate and to notifying the Property Appraiser by August 4, 2009. He suggested it would be best not to exceed the rate set tonight and reported the last two (2) years millage rate was set at 7 mills and the year prior was set at 8 mills. City Manager Norman-Vacha specified the Statute requires individual notice by U.S. Mail delivery to each property owner in the City should Council exceed the tentative set rate.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval to set the Tentative Millage Rate at 7 mills. Motion carried 5-0.

City Attorney Request for Council Clarification on Enrichment Center/Quarry Project Construction & Occupancy Agreement

City Attorney Rey indicated the direction of Council at the June 15, 2009 Council Meeting has been incorporated into the proposed agreement. There are a couple of distinct areas that need clearer direction in order to further negotiations with the Enrichment Center (ECI). She identified particular paragraphs with outlined options.

The clarified revisions were highlighted within the document and reviewed as follows:

Page 3 of 12 Paragraph 3 Term of the Agreement

The three (3) options were discussed concerning the lease term.

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Council Member Pugh referred to 3.b. and asked if there was a lease payment amount on the original agreement. Attorney Rey replied this was one of the options that was proposed on June 15th as an alternative to have a lease payment implemented at renewal. Vice Mayor Bradburn recalled some of the feedback came from ECI and not just from Council.

Council Member Pugh was in favor of 3.a. Vice Mayor Bradburn preferred 3.a. but would be more comfortable adding “a second twenty (20) year term” rather than “like term”. Council Member Lewis preferred 3.c. because of ECI’s investment with a renewal of twenty (20) years after sixty (60) year lease but would also be fine with the original proposed term by ECI of a ninety-nine (99) year lease. Council Member Johnston preferred 3.b. but would agree with Vice Mayor Bradburn as she has restructured 3.a. Mayor Bernardini preferred 3.b. but was not in agreement with the forty (40) year term preferring a lesser term.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Johnston for approval of 3.a. for 40 years with a 20 year option. Motion carried 3-2 with Mayor Bernardini and Council Member Lewis voting in opposition.

Page 3 of 12 Paragraph 4 Environmental Matters

City Attorney Rey noted there was an addition addressing concerns that were discussed relative to a point that ECI had raised.

Council Member Pugh did not recall this discussion at the last meeting. Attorney Rey affirmed there was discussion about the nature of the environmental study and the party that would be responsible for cleaning up any environmental issues that are discovered as a part of that study. Council Member Pugh was not comfortable with the additional language without knowledge of the foreseeable future. Council Member Lewis pointed out that the City is responsible for it now and will continue in that manner. Council Member Johnston suggested moving “existing” after “issues”.

Page 3 of 12 Paragraph 5 Project

Attorney Rey referred to 5.c. which addresses kitchen space and applying the space to the overall scheduling pattern. An addition of comparable language is included in a subsequent scheduling paragraph.

Council Member Johnston pointed out that next to the last word should read “unreasonably”.

Attorney Rey referred to 5.f. Museum Space which has a slight clarification on what constitutes common or museum space at the direction of Council. Vice Mayor Bradburn asked should the agreement address any new space if the building is expanded in the future. Attorney Rey replied that is partially covered under paragraph i. Subsequent Improvements. The initial plan is to deal with the existing structure and then discuss expansion space which is already in the plans. It is also subject to this agreement. This agreement is independent of some of the exhibits which address an overall site design but she will propose alternative or clarifying language.

Page 5 of 12 Paragraph 6 Programming Activities

City Attorney Rey reviewed the changes therein; clearly delineating recreation programs versus the pro shop and museum space and tying the use of that space to the other provisions by adding in “as described below” and updated the calendaring/scheduling section. Based on the feedback of a three (3) party dispute resolution mechanism she eliminated areas that required an immediate decision for operational needs versus those that do not need an immediate resolution. There is a scheduling dispute resolution that addresses issues that have to be resolved within seventy-two (72) hours giving the City Manager in sole and absolute discretion. Any dispute regarding the agreement or scheduling

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issues that could be resolved later would be subject to the three (3) party system that was proposed at the June 15th meeting. There is more description on the three (3) party system later on in the agreement.

Page 6 of 12 Paragraph 7 Operational and Maintenance Matters, Section C. Premises Maintenance Fund

City Attorney Rey reviewed the four (4) options for maintenance. She pointed out paragraph i was the original proposed language from the agreement as presented to Council on June 15th. Paragraphs ii, iii and iv are the various alternatives that were discussed.

Mayor Bernardini and Vice Mayor Bradburn were both in favor of the original.

Council Member Lewis was in favor of numbers iv or ii. The blanks indicate a negotiated item on ii and iv would generate fee income and be deposited to the City to operate the building. Vice Mayor Bradburn expressed that she could not support iv since it suggests that the City's other programs cannot benefit from a structure that the City has invested in as well. Council Member Lewis agreed and asserted the building is going to be rented for functions which will be put back into the building and be used to offset the operational cost. Vice Mayor Bradburn clarified it is offsetting ECI's cost not the City's cost whereas there is no obligation to share in operational or maintenance expenses. Council Member Lewis felt ECI should share in the cost of utilities but is against charging them rent since they are making an initial capital investment. He asserted the City would not be able to take on this project without the grant that ECI will invest in this building. Vice Mayor Bradburn affirmed there is an investment on both sides but her concern is obligating any future revenue exclusively to ECI that could be used to support activities other than just Enrichment activities.

Mayor Bernardini explained that due to the City's bonding there is no allowance to lower the cost for water and sewer and he doubts that ECI's programs could offset the cost. This agreement does not obligate them to pay for utilities, maintenance and repair expenses for forty (40) or possibly sixty (60) years leaving the City taxpayers to pick up the cost. He pointed out the grant specifies the building is to be used as a Special Needs Emergency Shelter along with other functions.

Council Member Johnston was in favor of a combination of numbers i and iii. The Enrichment Center has some difficulty with i because of the \$10,000 payment and suggested the subsequent years can be monthly installments beginning November 1 in the equivalence of fifty (50) percent of previous year's terms. He also suggested adding any excess be applied to the second year's total. Vice Mayor Bradburn was in favor of giving ECI more flexibility by meeting the same goal. Council consensus was to adopt Council Member Johnston's suggestion by combining numbers i and iii.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Bradburn for approval of "the initial contribution of \$10,000 would be due November 1st 2010 and then beginning November 1st 2011, fifty (50) percent of the actual operating expense will be paid over the course of the year in monthly installments". Motion carried 3-2 with Council Member Lewis and Council Member Pugh voting in opposition.

City Attorney Rey explained the account and services will be in the City's name and will provide access to utility services to the lessee. The Premises Maintenance Fund is the lessee's contribution to the cost of utilities, maintenance and repairs to the structure.

Page 7 of 12 Paragraph 9 Insurance b.

City Attorney Rey indicated the word "reasonable" had been substituted for "sole and absolute", which was discussed. Vice Mayor Bradburn asked is the City legally covered with the word "reasonable" and suggested a stronger term. Attorney Rey replied it was a suggested term and does

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allow for different interpretations but it was inserted based on the general discussion with respect to insurance requirements. City Manager Norman-Vacha clarified this is an addition since 'a' and 'c' is for major coverage and "reasonable" is being used under 'b' to prevent coming up with some other premium that does not seem reasonable. Attorney Rey explained at this point in time the Enrichment Center does not know what programs it may offer in the future and if the City wants some additional protection for a particular program this would address that.

Page 7 of 12 Paragraph 12 Dispute Resolution

City Attorney Rey indicated this section addresses some of the suggested alternatives regarding dispute resolutions. Paragraph 'a' was the proposed language presented to Council on June 15th and 'b' and 'c' are being provided as alternatives and pointed out the only difference is under 'b' the two (2) parties can choose a third party and 'c' Council can suggest a named third party known to both parties. Council Member Lewis, Vice Mayor Bradburn and Mayor Bernardini were in favor of option 'a'. Council Member Pugh and Council Member Johnston were in favor of option 'b'.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Lewis for approval of option 'a'. Motion carried 3-2 with Council Member Pugh and Council Member Johnston voting in opposition.

Page 8 of 12 Paragraph 14 Termination

City Attorney Rey reviewed the options previously discussed and stated this is tied in to paragraph 15 Termination Payment.

Council Member Lewis was in favor of 14b which eliminates paragraph 15.

Council Member Johnston preferred 14b with the alternative being 15b with Mayor Bernardini, Council Member Lewis and Council Member Pugh in agreement.

Vice Mayor Bradburn preferred 14a with 14b as her second choice.

Motion:

Motion was made by Council Member Pugh and seconded Vice Mayor Bradburn for approval of Options 14b and 15b as an alternative. Motion carried 5-0.

Vice Mayor Bradburn recommended eliminating specific names and list titles only on page 10 of 12. City Manager Norman-Vacha pointed out the paragraph above specifies any changes must be notified to the other party.

City Manager Norman-Vacha distributed a letter from Mr. Mason and indicated they had been in contact via telephone this afternoon and she assured him that Council did not intend to be setting forth the final agreement tonight but was meeting in public forum for direction to staff to be able to move forward with negotiations. He understood and will be in contact when he returns in order to move forward.

Vice Mayor Bradburn reiterated Mr. Mason was aware of tonight's goals for this meeting two (2) weeks ago.

City Manager Norman-Vacha indicated Mr. Mason has been out of town and she felt it important to put Council's course of action for this evening on the record.

Cascades Subdivision Amended & Restated Utility Service Agreement

Consideration of amended Utility Service Agreement with OREO Corp. of Ohio for Cascades

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Subdivision.

Emory Pierce, Director of Public Works, reviewed the revisions which are being proposed to enable a potential buyer to purchase the property from OREO and proceed with development. He indicated the agreement clarifies that only a short reuse line extension would be needed to connect phases I and II to the reuse system and no offsite improvements are needed to serve phases I and II with water and sewer. The City is essentially guaranteeing treatment capacity for the 387 equivalent residential units that are in phases I and II. The City is only committing to serve phase II when the onsite water and sewer lines are constructed and that is conditional on the City having the funds for construction. The agreement has been revised from twenty (20) percent of the impact fees paid up front to just include initially phase I and then phase II when the water and sewer infrastructure is in place prior to acceptance by the City. This agreement will require the owner grant the City an easement for a sixteen (16) inch waterline through the development extending from Governors Boulevard to Powell Road. He pointed out copies of Exhibit B Master Plan will be attached to the agreement after approval by Council.

Council Member Lewis asked for a status of the improvements in Phase I. Director Pierce indicated water and sewer is completed and in service and the one (1) year maintenance period by the owner is finished and the City is now responsible for that.

City Attorney Rey clarified there are some outstanding improvements for Phase I that have not been completed but are not related to the water and sewer lines.

Council Member Lewis asked if this will affect legal action with the original bond holder. City Attorney Rey replied there are two (2) different bonds that are currently being pursued; Phase I for the outstanding road and sidewalk improvements and Phase II is currently ongoing. The initial part of this agreement refers to that litigation and is contingent upon the City collecting and receiving the funds from that bond. She further clarified that the City's obligation to provide water and sewer service to the particular lots as it is platted is contingent upon the receipt of the funds from the bond litigation for Phase II. Director Pierce pointed out Phase I is platted with water and sewer infrastructure done and Phase II is also platted but with only initial clearing completed at this time.

City Attorney Rey read the legal impact as referenced in the memo into the record as follows: "The Project is currently subject to litigation in the matters styled Westchester Fire Insurance Company v. City of Brooksville and City of Brooksville v. Bond Safeguard Insurance Company relating to the foreclosure on performance and payment bonds which secure the various public works improvements required for final plat approval including roads and water and sewer lines. The attached agreement contains certain provisions which are designed to protect the City's interests in the present litigation".

Council Member Pugh asked if part of the one (1) mgd per day in the reuse facility agreement is being passed on through Southern Hills to the Cascades and indicated is now separate and should not be part of the agreement. Director Pierce replied that was the original plan but it is unclear with Southern Hills in bankruptcy. Attorney Rey stated it is an issue that is tied to the obligations in the underlying development agreement with Hampton Ridge. Director Pierce asserted this agreement allows the City to serve the new development with reuse water if Southern Hills does not perform but it does not void the previous arrangement.

Donna Feldman, an attorney involved in the Southern Hills Plantation project and also assisting in some of the issues regarding the Cascades project, indicated the reclaimed issue is covered by the underlying Hampton Ridge Developers agreement which primarily deals with the Southern Hills Plantation but also gives the developer obligations and rights relative to the reclaimed water because

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of the infrastructure that has been installed which carries through to the Cascades. Based on that development agreement, there are some private party agreements between Hampton Ridge Developers and the developer/owner of the Cascades project regarding the provision of reuse. As a practical matter, the reclaimed water production is not up as anticipated due to the slow development of homes. As a contractual matter in reliance on the development agreement, it would be difficult to unwind that whole situation. This agreement addresses the lines that need to carry the reclaimed water regardless of who is providing it. The City needs to know that one (1) mgd is utilized in the future when it is produced and the cost for that. The development agreement was amended about nine (9) months ago in response to concern of Council which substantially reduced the entitlement that Hampton Ridge Developers previously had for reclaimed water.

Discussion followed of reuse water and capacity. City Manager Norman-Vacha explained the initial agreement stated there would be capacity rights to the reuse water with no cease- and-desist order. The new agreement established a timeline and Hampton Ridge Developers would continue to be a recipient or purchaser of the reuse water at a marketable price in the future which significantly reduced the City's liability. Council Member Lewis asserted the City is pumping reuse water to the north at a significant cost but pumping it to the south would be at no cost. Director Pierce clarified nobody gets reuse water until the reuse components are built at the Cobb Road Plant. Vice Mayor Bradburn indicated reuse is important for the City and it should not be wasted. She asked does the capacity for phases I and II include the surrounding areas. Director Pierce replied there is capacity based on current flows for about 2,000 to 2,500 equivalent residential units system-wide in that area and pointed out this commitment of capacity is a negotiated point only in this agreement. Vice Mayor Bradburn expressed she wants to see success with these developments because it has been of good quality. She will support the project to jump start some economic activity but with reservations because it is not without risk to the City. Director Pierce commented this is an unconditional commitment of capacity to serve phases I and II of 387 equivalent residential units.

Attorney Feldman clarified the City is not agreeing to any new capacity commitment at this point in time since the Hampton Ridge Developers development agreement provided this capacity. It is negotiated differently from other projects but this restatement reduces the City's liability due to providing for capacity commitment for phases I and II. Previously this agreement addressed the entire development contingent upon improvements etc. and the focus has been narrowed in order to facilitate the phase I development and phase II subject to the City collecting the funds from the bonds. In other words, the City has committed to capacity but not committed to provide service to phase II unless the bonds are collected to construct the infrastructure.

Motion:

Motion was made by Council Member Lewis and seconded by Council Member Pugh for approval. Motion carried 5-0.

CITIZEN INPUT

Mayor Bernardini asked for public input; there was none.

ITEMS BY COUNCIL

David Pugh, Jr., Council Member

Simon Tuftagard

He expressed condolences to the Tuftagard family on the loss of their son Simon who was an admirable and enjoyable student of Council Member Pugh.

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Lara Bradburn, Vice Mayor

Senator Paula Dockery

She announced Senator Dockery's staff will be visiting City Hall Council Chambers tomorrow from 9:30 a.m. to 1:00 p.m. and is open to the public for questions and/or information.

Joe Bernardini, Mayor

910, 912 & 914 Hammock Road and 909, 905 & 901 Laurel Ridge Court

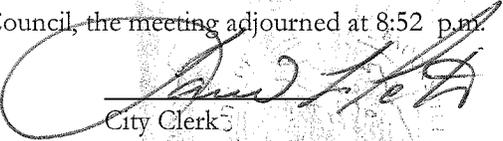
He indicated the lawns are flooded because the water is not flowing into the retention pond. Director Pierce indicated he has been there and indicated there is a seven and a half (7 ½) foot wide back lot easement where fences have been built across the flow path. He will send a crew over to dig in the easement with permission from one of the residents. In his opinion it is a private matter and the residents on Hammock Road need to dig a swale or ditch from their backyards out to the road to get the water out faster. The land slopes down from Laurel Ridge Court to Hammock Road. There is tremendous runoff that is funneled into that retention pond that drains out under Hammock Road. Vice Mayor Bradburn asserted awhile ago she took pictures of different swales and drainage areas around the City and some were along Hammock Road. The swales had pipes that were not of sufficient capacity to handle the flow of water and cleaning them out could alleviate some drainage issues, as discussed in last years budget workshops. Director Pierce pointed out on Hammock Road from North Avenue the driveway culverts are grossly undersized and debris catches so they are periodically blown out and suggested the City install new larger culverts. It is City policy that the driveway and culvert underneath it is the private individual's responsibility for upkeep.

Marcum Road

There is a water leak with a terrible odor. Director Pierce indicated the health department is looking into a non functional septic tank issue. In an unrelated issue Public Works has taken water samples for testing along Mondon Hill Road.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:52 p.m.


City Clerk

Attest:


Mayor