

**CITY OF TEMPLE TERRACE, FLORIDA
MAYOR AND CITY COUNCIL
MINUTES**

**Regular Meeting
Tuesday, February 5, 2008
Council Chambers-City Hall**

Having been duly advertised as required by law, the regular meeting of the Mayor and City Council of the City of Temple Terrace, Florida, was held on Tuesday, February 5, 2008, in the Council Chambers at City Hall.

PRESENT WERE: Mayor Joe Affronti, Council Members Frank M. Chillura, Alison M. Fernandez, Ron Govin, Ken Halloway, and Mark A. Knapp, City Clerk Lisa Burns, City Manager Kim Leinbach, and City Attorney Mark A. Connolly.

ALSO PRESENT WERE: Public Information Officer Mike Dunn, City Engineer Joe Motta, Code Compliance Director Joe Gross, Community Services Director Ralph Bosek, Police Chief Tony Velong, Fire Chief Keith Chapman, Finance Director Diane Reichard, Deputy Police Chief Patricia Powers, Human Resources Director Woody Hubbard, Parks & Recreation Director James Chambers, MIS Director Bob Keel, Senior Information Services Specialist Rose Ellis, Information Services Specialist Sally Cabrera, Acting Library Director Armand Ternak, Assistant Fire Chief Ian Kemp, Deputy City Clerk Linda Brewer, Joyce McKenzie, Debbie Carson, Glenn Williams, Teresa Fraser, Maura Lear, Rob Wallace, John Toppe, and several other persons.

There being a quorum present, Mayor Affronti called the meeting to order at 7:05 p.m., after which he led the Pledge of Allegiance to the flag, followed by a brief invocation.

Proclamations, Recognitions, and Special Presentations:

1. Proclamation – **“Clergy Appreciation Week.”**

Mayor Affronti presented a Proclamation to Glenn Williams on behalf of the Civitan Club in recognition of “Clergy Appreciation Week,” February 3 – 7, 2008, noting the sacrifice made by several members of the Clergy on February 3, 1943, aboard the U.S.S. Dorchester, who gave their lives so that others might live. Mayor Affronti commented that he attended a meeting of the Civitan Club last evening where they honored a Chaplain, who has served six tours of duty in Iraq and Afghanistan since 2002 and has received five bronze stars. Council Member Halloway elaborated that the Dorchester was a troop ship that was torpedoed off the coast of Greenland; there was a Rabbi, Catholic priest, and two ministers, who were helping soldiers abandon ship when they ran out of life vests. He said the Clergy gave their life vests to others, while they remained on the deck of the ship and sang hymns as the ship sank.

Minutes of Previous Meeting:

Upon motion of Council Member Chillura, seconded by Council Member Fernandez, and unanimously carried, the **MINUTES** of the January 15, 2008, City Council Meeting were **APPROVED**.

There were no Persons Wishing to be Heard on Items NOT Listed on the Agenda, no Public Hearings before the Council, and no Correspondence, Communications, or Petitions before the Council for consideration and action.

Presentations:**1. Red Light Traffic Signal Camera Enforcement System.**

The City Manager prefaced Police Chief Velong's presentation by stating they have looked over this program for several months and believe they are at the point of recommending going forward with it; Chief Velong will present the details. If Council concurs, he said the FIRST reading of the Ordinance enacting the red light camera enforcement program is on the agenda later.

Police Chief Velong presented numerous "fast facts" from their research, including the fact that red light running is the leading cause of urban crashes in the US, with an estimated \$375 million fiscal impact on the State of Florida alone. In 2000, he said running red lights contributed to 123 fatal accidents, 5,844 injury crashes, and 1,419 vehicle/property damage crashes. He continued that in 2006 a total of 28,460 citations were issued by all of the combined law enforcement agencies in Hillsborough County. Of those citations, he said 9,767 paid a fine, 162 were found not guilty, 12,426 had the adjudication withheld (they paid the fine or court costs), and 2,179 were dismissed (usually because an officer or witness didn't show up at court). He continued, stating that five cases were not prosecuted by the State, 78 were found not guilty, and 3,843 of the dispositions are still pending.

Police Chief Velong stated Florida Law says that vehicular traffic facing a steady red signal shall stop before entering the crosswalk on the near side of the intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown; however, the driver of a vehicle which is stopped at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or, if none, then at the point nearest the intersection roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience to a steady red signal, may make a right turn, but shall yield the right-of-way to pedestrians and other traffic proceeding as directed by the same intersection signal.

Police Chief Velong explained what is required for officers to conclusively state and testify in court to a driver running a red light as being in a position to see both the traffic signal (for the direction he is targeting, not the opposite direction) and the point where two roadways intersect. He said the officer must then observe the vehicle entering the intersection after the red signal is illuminated; or, the officer must be in a position to see both the white light installed at the bottom of some traffic signals (i.e., such as those at Fowler and 56th Street and at Busch and 56th) and the point where the two roadways intersect. The officer then must observe the vehicle enter the intersection after the white light is illuminated, he said.

Police Chief Velong presented various statistics from Temple Terrace between October 1, 2006, and October 1, 2007, relative to drivers running red lights, which included 244 citations and 22 traffic crashes. He also detailed why officers can't write or catch more red light violators, citing several examples, and concluding that two spotters and four to six patrol cars are necessary to effectively enforce red light violations in all directions in a major intersection such as Fowler and 56th Street. He explained that if one day every month Temple Terrace put extra patrol units on duty to do such enforcement for two hours during the morning rush hour and two hours during the evening rush hours, it would cost approximately \$10,752 a year.

Police Chief Velong noted that the effectiveness of a special red light enforcement detail lasts about one month. The more a commuter runs, or observes someone run a red light and not get stopped, he said, the more likely they are to risk it themselves or do it again. He concluded that when drivers are penalized, they believe there will be greater compliance.

Greg Parks, with American Traffic Solutions (ATS), presented a PowerPoint presentation prefacing it by saying that red light cameras are proven to dramatically reduce fatalities, crashes, violations, and also improve safety on the road. He noted they take pictures of the rear of the vehicle and not the driver, stating the violation goes to the registered owner, and adding that no points are assessed under this program. They are self-funded, he said, with no annual budget required to operate the program and as the Police Chief alluded to, it allows more effective use of policing resources, since they are freed up from monitoring intersections. He said red light cameras have been around for about 15 years, and have proven effective in 26 States and over 300 cities around the country. He provided a brief overview of their company, noting they are the only American company in this business and have been selected in 90% of the Florida procurements. Mr. Parks said the installations will look nice on the side of the road and they are all in FDOT compliance. It will give benefits to the City aside from the program, he said, for things that would normally cost the City hundreds of thousands of dollars to procure. He reviewed their customer list, noting they serve the major cities of New York, Philadelphia, Washington, D.C., Houston, Phoenix, and Scottsdale, as well as 10 programs in Florida.

Mr. Parks said they conducted eight-hour tests at various intersections in the City; at the intersection of 56th Street and Fowler Avenue there were 40 violations, which is a very significant number. He said there were nine intersections that had ten or more violations, again stressing that is a very large number for an area of Temple Terrace's size. He displayed results from other areas in the country, showing significant reductions in violations in areas where the program is in place, and showed the favorable results of a public opinion poll (85%) done in Florida. Community Outreach Coordination was explained by Mr. Parks as being a three-pronged approach: enforcement through the use of the cameras and the behavior-modifying statements that will be mailed to violators; public education and signage at the intersections; and public awareness prior to the program going "live", including Public Service Announcements, radio, TV, and print. He displayed renderings of what the system would look like installed and indicated that Ultra-high resolution cameras, 12.4 mega pixels, are used. He showed what will be seen by the Police Department and citizens on-line to verify their violations and explained the photos that were taken, as illustrated in the handout that was provided, a copy of which is part of the record.

Mr. Parks indicated one of the other benefits to the City, besides deterring red light running, is that the Police department, traffic engineering, or anyone with appropriate security will be able to logon from their police car or from their desk and monitor live what is happening at the intersection. He said this helps with police and fire dispatch so emergency personnel can compare it with the conditions found when they respond to a scene. Normally, he said this is a big investment, but it will come at no charge to the City. Another benefit, he explained, is that the video will be saved 24/7 to help solve other crimes. The video will run for 12 seconds for Police review and for the citizens when they logon, he said, and live viewing and historical recording is available up to 60 days.

Mr. Parks said everything up to this point is 100% outsourced, which is a great benefit to the City; no cost and no personnel. He noted that it is important to keep in mind that the Police Department is charged with approving violations, and not the vendor. He said it will take about 20 seconds per violation for the City to review. He explained the process of verifying ownership of vehicles from plates photographed: the picture is taken out in the field, the license plate cropped out of it, the license plate is run through NLETS, which is the National License Plate data base, for the registered owner information for 50 states and Canada, the photograph will be reviewed for quality control, and then sent through the internet daily to the Temple Terrace Police Department.

Mr. Parks continued explaining the process, stating the Police will logon and review the photo shots as well as the video shot if they so desire. He said the Police can reject the video, which they encourage during the training period, as this is not a viable citation. For those they approve, he explained the process: their company will work with the City to design a citation that meets the City's needs, they will print it in color, at their expense, mail it to the motorist with the license plate shots, and a Notice Number and Pin to go to their website, which they will help develop. He said the motorist can logon, see the Temple Terrace website, review the photos, see their license plate, and review the 12-second video. While at the website, he said the violator can pay electronically (a named account will be set up for the City where the funds will go and will be swept weekly to the City's primary bank account). Mr. Parks said they will set up a website for public awareness; some cities will list where cameras are located, statistics, etc., as it is for public safety. Mr. Parks continued that standard reports are available to the Police Department, and traffic statistics are generated, at no charge through the program, which often the City is paying to obtain now.

Summarizing what they can do for the City, Mr. Parks said the program can help to dramatically reduce fatalities, collisions and violations, and has invaluable benefits to the Police Department in the form of live viewing, 24/7 video archives, and traffic statistics, and to the City in the form of liability protection, by documenting what is happening and no out-of-pocket costs to the City either initially or ongoing.

Mayor Affronti added that the editorial section of the Tampa Tribune presented some of the same stats that were just presented, but also included statistics from Apopka, who implemented the program last year; violations dropped from 289 to 18 in a few months.

Council Member Fernandez questioned whether the reason there is no out-of-pocket money for the City is because the company receives a portion of the fines, to which Mr. Parks responded affirmatively. Council Member Fernandez continued, questioning if the overall goal is for the incidents to decrease, their Company's revenue will also decrease over time. Mr. Parks said it is ironic that the better they do, the less comes in, but they are in the safety business.

Council Member Fernandez asked who sets the yellow light timing, a concern that was expressed to her. Mr. Parks said they have no control over the amber phase, but the amber phase is one of the things they capture on film. Police Chief Velong interjected the actual timing is set by the County Traffic Signal Department. He added this program could help them determine if the timing is flawed. Council Member Fernandez asked whether the County would receive a portion of the revenue from the red light enforcement program. Mr. Parks said no, because it is not a moving traffic violation, but would be a violation of the City's Code if they pass it.

Council Member Govin said he understands there are warning signs; he wanted to know where and how often the motorists would be warned. Mr. Parks responded it is the City's ordinance and therefore, the City can control where signs are placed. He commented that "Photo Enforcement Ahead" signs are generally placed 90 to 100 feet in front of the approach, and prior to going live, they will work with the City and staff on Public Service Announcements.

The City Manager commented that in Orlando he saw a sign that said "Red Light Violation \$183." He said that certainly caught his attention.

Council Member Govin said he believes it is important to warn motorists, and they wouldn't want to initiate the program without some type of warning. He said he read something about Tampa and Hillsborough County planning to implement this program, and he questioned whether Mr. Parks is working with them also. Mr. Parks responded affirmatively.

Council Member Chillura asked whether the City could sever ties with the company down the road if desired, and if so, the ramifications of doing so. Mr. Parks replied the contract is not completed, but there is a standard clause that if there is a reason the program needs to be shut down, there is no cost to the City.

Council Member Chillura suggested there be a clause providing notification of termination from either side with a 90-day notice, just in case major litigation would start to come out of this. Although it is not legislation-orientated, he said, there could be lawsuits. He cited as an example, if he borrowed the City Manager's car and ran the red light, the City Manager would be issued the ticket. Mr. Parks said that was correct; it goes to the registered owner. The City Manager interjected there is a system in place where they can sign an affidavit that someone else is driving their car. Mr. Parks added they had thought of that and assured the Council that they are being very well taken care of contractually.

The City Attorney said when he spoke with Mr. Parks a few months ago, he had asked how many jurisdictions in the State of Florida have gone forward with citations under the system and whether Orange County has actually gone forward and begun issuing fines. Mr. Parks replied Orange County is doing warnings right now; there are two cities issuing fines and a number of cities coming on line in the next 30 days.

The City Attorney explained that in AG 2005-41, the Attorney General opined that this type of system was pre-empted by Florida Statutes. The City Attorney said he has discussed this issue with other attorneys that have looked at this issue, including the City Attorney for the City of Gulf Breeze that has a system like this in place, since 2006, with one of Mr. Parks' competitors. He continued this is a "gray area" that municipalities are proceeding into because of lack of action on the part of the Legislature to enact legislation to expressly permit this type of program. Without getting into details, the City Attorney said he wanted to let Council know that this is a gray area; if a lawsuit is filed to attack this type of system, there are strong arguments that can be made on both sides of the coin. He said there is Legislation being considered and he called upon Mr. Parks to give the status on it.

Mr. Parks said House Bill 351 is extremely encouraging; the Bill should be heard in March and passage looks favorable.

Mr. Parks commented there are a number of benefits to having the program in place, and that is why so many have come on board recently prior to the legislation passing – possible grandfathering benefits in order to get the program live before the entire State goes.

The City Manager added this is a civil process. He added it is not on FDOT property, so that is not an issue. He said the issue is public safety; the idea is to change that behavior for the safety of our residents and other residents, and that is why they are in favor of this program.

While he is not opposed to the program, Council Member Chillura said he is looking ahead and wants to know what they are getting into. He questioned who would defend litigation, if any would occur, to which Mr. Parks responded they would put forth the attorney in their interest, but the City would have to have their own attorney look after the City's interests. Mr. Parks said they are investing millions of dollars and believe they have much more risk than the City. He mentioned the cameras cost about \$100,000 each and they have about 80 contracted; they are very confident. Council Member Chillura asked the City Attorney to review it carefully, adding it would be more comfortable to know there was a severance clause if an issue arose, and the City would not be bound by it.

The City Attorney said one of the first things he asked Mr. Parks when he looked at the agreement was whether they could include in the indemnity provision where they would pick up the cost of the City's expenses if there is litigation, and they said "no." For the municipalities that are going forward with it, he explained, there is a legal risk and also a public safety element; others are proceeding despite the outstanding legal issue because of the safety issue. The City Attorney said the first thing he did in October was look at the issues; the opinions of the Florida Attorney General certainly are not dispositive on issues, although typically municipalities look at them and give them certain credibility, but there are other jurisdictions around the State that are proceeding despite the fact that they are treading in a gray area. Based upon his discussions with ATS, he said he can't tell them he can give them the protection they are asking for right now.

Council Member Chillura said he could understand that, adding that he is trying to look at all possible scenarios, and wanted an option to be able to get out if a problem arose. He acknowledged the safety advantage to the citizens to have this system in place. Mr. Parks said they would work with the City on such a provision. Council Member Chillura confirmed the next step would be for the City to pass an ordinance.

The City Manager explained the first reading is tonight, and in order for it to be enacted, there would be a second reading. If given the "green light," he said (no pun intended), the City will have an agreement drafted for Council's consideration and the second reading would be on February 19, 2008.

Council Member Chillura asked for clarification as to how the program would work, specifically, the first time it happened whether the motorist would get a warning or a citation. The City Manager responded the first 30 days warnings would be issued; after that, a citation would be issued.

Council Member Chillura questioned how citations would be enforced and whether they would be forced through the Code Enforcement Board.

The City Manager said they would suggest to Council the equivalent of a Special Master; someone independent of the City to handle any disputes and to adjudicate any contest of the citation. The Police Chief interjected that part of the software they are getting deals with the magistrate side; the magistrate would see the film, and it would be difficult for a defendant to come before a magistrate and say that is not him/her running a red light or say it is not his/her vehicle.

Council Member Chillura questioned whether this is someone the City would retain, to which the City Manager replied affirmatively and said the proceeds of the program would pay for that service.

The City Manager reviewed they presented the red light enforcement program to the Legislative Delegation, as they have done for years, asking for help, and one member suggested the City go ahead with it and do it civilly since the State doesn't allow enforcement. He concluded the City was encouraged by the Legislative Delegation to proceed. Mayor Affronti added that their obligation as public officials is to do everything they can to protect the safety of their citizens. He said he feels it is incumbent upon them to move forward.

The Police Chief said he is extremely excited about the program and from a law enforcement perspective, where the City Attorney sees "gray," he sees "red." He said he is tired of walking up to moms and dads and saying their son is not coming home tonight or to a husband that his wife is not coming home; this will dramatically reduce that duty for them.

2. City of Tampa Wastewater Department Technical Manual and Grease Management Ordinances.

The City Manager called on City Engineer/Acting Public Works Director Joe Motta to give the presentation. He explained this is a result of the City's contract with the City of Tampa for treatment of effluent and the necessity of complying with some related regulations imposed upon the City of Tampa.

City Engineer Joe Motta explained the City of Tampa provides the treatment of the City's wastewater and under the terms of the 2004 Interlocal Agreement, the administration is currently negotiating with the City of Tampa modifications to allow the City of Temple Terrace to continue to have Tampa treat its wastewater. As a condition to this agreement, he said, the City of Tampa requires the City of Temple Terrace to adopt, as City of Temple Terrace Ordinances, their Technical Manual, which is a manual for industrial and special users, and their Grease Management Ordinance.

Relative to the Grease Management Ordinance, the City Engineer said City staff currently inspects all of the grease traps in the City, of which there are about 40 to 50. However, he said, they do not have enough "teeth" in their regulations if they find a problem; this ordinance would give them more teeth. He said they will collaborate with Code Enforcement, and if there is a problem, fines could be imposed. Therefore, he said, since the City is already inspecting the grease traps there is not much impact to the City in the adoption of Tampa's Grease Management Ordinance.

Relative to the requirement to adopt the Technical Manual, the City Engineer said Temple Terrace doesn't have any industrial users in the City, so at this point, it doesn't matter to them. Reviewing the Manual, he said it is pretty in-depth and should the City get any industrial users, they would have to get with Tampa and work with them.

The City Engineer continued, stating that depending on the strength of the wastewater, Tampa may have to provide pre-treatment, with the cost borne by the user. Right now, he said, Temple Terrace doesn't pay any surcharge for industrial waste; they pay based on flow. If there are only one or two users, he said he thinks the City can pick that up and cover it; they probably would have to have the users pay for the monitoring costs. He concluded the City does have to adopt these ordinances as part of the agreement with the City of Tampa.

The City Attorney said he has been working with attorneys at the City of Tampa since June of last year on the Interlocal Agreement relating to wastewater, and whether or not the certain terms that they are trying to negotiate now go through, the Interlocal Agreement does require that the City of Temple Terrace proceed with the adoption of the Technical Manual and Grease Management ordinance. Most of this, he said, is being forced on the City of Tampa by the Department of Environmental Protection (DEP) and there are some Federal regulations from the Environmental Protection Agency (EPA) requiring the Interlocal Agreements between governmental entities have certain terms in them.

The City Attorney continued that part of the reason negotiations with the City of Tampa have gone on for so long, is the City of Tampa has advised the City that certain terms had to be included in the Interlocal Agreement, such as the termination provision that will allow the Wastewater Agreement to be terminated within a 12-month period, which would leave the City of Temple Terrace with no where to send its wastewater. He said he contacted DEP to verify with them that they were requiring that term, and they said no; he said he then went back to the Tampa attorney and said the City of Temple Terrace can't have that in there because Temple Terrace doesn't have anywhere else to send its wastewater.

The City Attorney concluded that he has been going back and forth with the Tampa attorneys on a few terms on the Interlocal Agreement, and he suspects they will have an Interlocal Agreement worked out within the next month or so. He said they are going back to DEP to find out exactly what they are asking to be included in the agreement. He indicated it is prudent to go forward and adopt the Technical Manual and the Grease Management ordinances, which will be required one way or the other.

Council Member Knapp questioned whether the agreement being negotiated also contains fee structures. The City Attorney said no. Council Member Knapp asked whether there were two different agreements, to which the City Attorney said the Wastewater Interlocal Agreement that he is working on does not have any fee components to it. The City Manager interjected the agreement to which Council Member Knapp is referring was renegotiated several years ago.

Council Member Fernandez asked for clarification as to whether they are talking about restaurant grease versus engine grease. She questioned what type of business would be considered an industrial user. The City Engineer said they are listed as agricultural, mining, metal processing, etc.

Council Member Chillura wanted confirmation that it won't affect anything in the redevelopment area, which the City Engineer confirmed was correct.

Since this requirement is coming from DEP, Council Member Fernandez questioned whether every new restaurant is going to have to comply. The City Engineer said restaurants will have to have grease traps; he has checked with the City's Building Official, and he makes sure they put them in.

The City Engineer continued the restaurants have to maintain a log, stating some of them do, and some of them don't, but they will all have to maintain the log that the City will inspect as part of its inspection. Council Member Fernandez said this is not unique to this particular agreement; that will be for everybody whose wastewater Tampa treats. The City Engineer concurred and said restaurants pretty much do it now.

Council Member Knapp added that restaurant grease traps are also monitored by the Health Department when they do restaurant inspections.

There were no Site Plan Reviews before the Council for consideration and action.

Resolutions for Consideration and Action: (Consent Agenda)

The City Manager briefly reviewed each of the Resolutions before the Council, specifically noting that Ryan Development has requested that Agenda Item E-8 be withdrawn tonight and be presented at a future meeting.

Council Member Halloway asked that Resolutions E-1 and E-3 be pulled for further discussion. Council Member Fernandez asked that Resolutions E-4 and E-7 be pulled for further discussion.

Upon motion of Council Member Govin, seconded by Council Member Fernandez and unanimously carried, Resolutions E-2, E-5 and E-6, were adopted by consent, being:

RESOLUTION NO. 012-08, approving the purchase of a Medtec Ambulance Model AD-170 ALS Transport Unit under the Florida Sheriff's Association Bid #07-07-0828 from Medtec Ambulance Corporation, in the amount of \$201,667.57; payment for said vehicle to be made from account 160-1521-522.64-99.

RESOLUTION NO. 013-08, approving the one-year notification to Public Risk Management of the City's potential discontinuation of participation in certain insurances.

RESOLUTION NO. 014-08, approving the Professional Services Agreement with Hardeman-Kempton & Associates to survey, design, and provide engineering services for Riverside Park Phase I in the amount of \$50,000.00; payment for said agreement to be made from account 160-1811-572.62-41.

Regarding Resolution E-1, Council Member Halloway asked the MIS Director, Bob Keel, to come forward to address his concerns. Council Member Halloway asked whether the MIS Director would be coming before them for new computers if these other computers were purchased and not at the end of their lease term. The MIS Director replied affirmatively; he said the computers that are currently phasing out of the lease are coming to the end of their life as far as being viable in the City's network environment.

Stating that he doesn't believe the computers are wearing out, Council Member Halloway asked whether they are being overcome by technological advances or do not perform well.

The MIS Director explained it is a little bit of everything from each column; hardware does fail over time, hard drives give up, capacitors on motherboards burn out, memory modules go bad, and monitors go bad.

The MIS Director said they would be coming back to Council for a piecemeal replacement of different types of parts, not knowing how to budget for that over the course of the year prior. He explained the second issue has to do with advances in software; PCs acquired 3 years or more ago cannot support new software, such as Office 2007 or Windows Vista, and need more RAM. When asked by Council Member Halloway whether they had an Operating system of Windows XP, which supports Office 2007, the MIS Director replied affirmatively but said Office 2007 has higher memory requirements and more disk requirements than what is presently on the existing computers. He concurred with Council Member Halloway that additional RAM is needed; even though these computers have not reached their maximum RAM, as leased computers, he could not add RAM to them.

Council Member Halloway asked the cost of purchasing the computers at the end of the lease, to which the MIS Director responded, is approximately \$2,400 for a buy-out on the 2005 computers. While that would include the monitors and software purchased with the computers, he said the processor speed would not be able to be upgraded on some for a reasonable amount of money.

Council Member Halloway commented that he purchased his first computer 25 years ago, which is sitting in his closet. He said he can still fire it up; the only problem is it is too slow, and won't work the new software. He said this is overcome by technological advancement. He said he doesn't believe the City's computers are in that status; he believes they can run the software and do a good job of it, and the brand new computers sell now for about \$450, with monitors for about \$257. If they break down, he said it is an easy fix - you buy a new one instead of leasing all new.

The MIS Director Bob questioned whether a \$450 computer put in an office environment would work. Council Member Halloway pointed out it is the same the City is currently using, not a home computer. He said he has read very good reviews and computer prices are coming down; he doesn't agree with the proposed lease. He said he would prefer, considering the City's tight budgetary constraints and it would be much more economical, for the City to buy these computers at the end of their lease for \$2,400 and continue to march, rather than putting out the \$16,000. When they reach the point where they have been overcome by technological advancement, then do the leasing, he said; until then, some money could be saved up to that point.

Council Member Knapp questioned whether the leasing contract included maintenance. The MIS Director replied affirmatively.

Council Member Knapp said he deals with this in his business with tools, equipment, and vehicles and the thought process has changed over the years. He cited an example when his father ran the company, he would pay cash for vehicles and keep them as long as they could, drive them himself, and fix them on weekends. In today's market, he said labor costs are greater than material costs; in his industry and others, the goal is to keep everyone up and operating because the single most expensive cost is labor.

Council Member Knapp questioned how much productivity would be lost on a broken-down computer; determining the average broken-down time over the next five years for those 51 computers is the "x" factor that hasn't been discussed. Secondly, he asked whether they are getting any value for the computers that are being replaced. The MIS Director said they don't get any residual value from the PCs that are returned.

Council Member Knapp questioned if the computers were purchased for \$2,400, what the City could get if the City were to sell them. The MIS Director said when they return these, they would be 37 months of age; the City's depreciation on assets for computer equipment is 48 months; essentially they would have them for 11 more months and would be worth zero. He said if the City would try to sell them, it would get a minimum amount - anywhere between \$150 and \$200. Council Member Knapp concluded it would not be worth it. In his business, he said they update their PCs every 12 months maximum; they are constantly updating their computers to keep on the cutting edge of their industry and remain competitive.

The MIS Director said to expound on what Council Member Knapp said on maintenance that they get with the leased systems, if they purchase the systems, the burden comes back on the City to not only purchase and replacement parts, but to troubleshoot the problem, and install the replacement parts. He said the down-time might be as much as a week, whereas under the lease agreement they have a 24-hour turn around.

When Council Member Halloway asked if they can go "in the box", the MIS Director replied yes, they can. Council Member Halloway added that computers are repaired by replacing circuit boards.

Council Member Fernandez said her question was purchasing versus leasing with reference to the maintenance issue and the MIS Director has answered it.

Council Member Govin said one could argue; he looked at this agreement last year or the year before, and had his IT people look at it because he thought it was too expensive. It sounds that way, he said, but if they have 51 computers that are 37 months old, and they would have to maintain them because they are our equipment, he would guarantee they would need a person on staff to do that because of the maintenance required, along with an inventory of parts. A person on staff, he said, would cost them \$35-\$40,000 or more x 4 is \$140,000 for tech to repair. He said it goes to what Council Member Knapp is saying; the equipment is not the issue; it is what the equipment does and the fact that they have to have it up and running. With cost of labor what it is, he said the City is much better off not having to contend with that. He said he is in favor of the lease agreement, which has worked well for the City, and feels the City needs to continue going forward.

When Council Member Halloway asked how many people were on the IT staff, the MIS Director indicated that 100% of his staff is represented this evening; all three of them. Council Member Halloway asked whether they have ever diagnosed problems and repaired them. The MIS Director said they had gone down that road in the past when they used to purchase PCs and it was a nightmare. He said a lot of their time is spent troubleshooting software. Council Member Halloway suggested there are so many advances in today's computers; unlike yesterday's computers, they don't break down as often and are easy to repair when they do break down.

Upon motion of Council Member Knapp, seconded by Council Member Govin, **RESOLUTION NO. 015-08** was **ADOPTED**, approving the four-year contract between the City and Dell to lease 51 desktop personal computers under State Contract #250-000-03-1 in a total annual lease payment of \$16,903.62; payment for said contract to be made from account 001-1211-513.44-17. Vote on the motion being: Council Members Chillura, Fernandez, Govin, and Knapp voting “aye,” and Council Member Halloway voting “nay.”

Relative to Resolution No. E-3, Council Member Halloway wanted to know what this is, what it does, how it is used, and why the grantor deemed it necessary to tell them that it would only be used in accordance with their regulations.

Fire Chief Keith Chapman explained the only test available to determine whether a patient has been exposed to carbon monoxide traditionally has been through a blood gas draw in the hospital, which takes about 15 minutes and requires a definitive-care facility. He continued that this particular company is the sole source vendor that is the only one approved in the FDA under this technology to monitor carbon monoxide exposure through their fingertip, much like they do pulse-like symmetry in the hospital or doctor's office. He said the benefit of this device is two-fold; first, carbon monoxide is one of the leading killers in the toxicology realm in the United States; it is undetectable to humans, colorless, odorless, and is a by-product of incomplete combustion carbon products, structure fires, and vehicles. He said a lot of people are installing carbon monoxide monitors in their homes, adding there are several initiatives state-wide to require them in residential construction.

The Fire Chief indicated they get frequent calls for carbon monoxide monitors going off and they have no way of knowing whether the patient has been exposed, which is the first reason they applied for the grant. The second, he said, is firefighters are exposed to carbon monoxide every time they respond to a structure fire even though they wear protective gear; this would give them a way of monitoring the firefighters in re-hab to maintain their level of exposure being low. The concept would be once it reaches a certain percentage of carbon monoxide that is combined with the hemoglobin in the blood, he said, they would automatically defer transport to the hospital; in some cases if it was strong enough, most people don't know that not every hospital has a hyperbaric chamber. If degree of exposure is high enough, he said you would require hyperbaric treatment in order to recover from the exposure.

The Fire Chief summarized that is how it is used, it goes on their fingertip. He said they applied for a federal grant through the Firefighters Act in Homeland Security, and were the recipient of that grant. He said they are awaiting Council's approval to address the funding.

The Fire Chief confirmed for the City Manager that this is also for the firefighters' safety, which was a concern of the City Manager.

Upon motion of Council Member Knapp, seconded by Council Member Halloway, **RESOLUTION NO. 016-08**, was **ADOPTED**, accepting a Federal FY 2007 Assistance to Firefighters Grant in the amount of \$32,360, and approving the City's 10% contribution in the amount of \$3,595 for the Fire Department's purchase of nine RAD-57 Pulse Co-Oximeters from Masimo Corporation, the sole source, in a total amount of \$35,955; payment for said equipment to be made from account 001-1521-522.51-42,

and **RESOLUTION NO. 017-08** was **ADOPTED**, approving an adjustment to the Fiscal Year 2007-08 budget to allocate and expend the funds of the Federal FY 2007 Assistance to Firefighters Grant for the purchase of nine RAD-57 Pulse Co-Oximeters and authorizing a transfer for the City's 10% contribution in the amount of \$3,595 from reserves to account 001-1521-522.51-42. Vote on the motion being: Council Members Chillura, Fernandez, Govin, Halloway, and Knapp voting "aye," no "nay."

Relative to Resolution No. E-4, Council Member Fernandez asked what the neighbors have to say regarding how the City would plat a piece of property. She said she knows it is being platted and wanted to know what the City has in place for zoning for that area. The City Manager responded in his opinion there is no notification requirement, as in a re-zoning, but it is compatible with the first phase development (Primrose). In terms of notification to adjacent properties, other than the publishing of the Agenda, he said, there is no specific notice made. Council Member Fernandez asked what would happen if they decide not to build on the lots as platted and whether someone else could come in and change the layout. The City Engineer said they would have to replat it; the plat is recorded in the public records.

Upon motion of Council Member Halloway seconded by Council Member Govin, **RESOLUTION NO. 018-08, was ADOPTED**, approving the final plat submitted by Select Surveying, Inc., creating Sweet Daisey Estates, 12 single-family lots, on approximately 2.94 acres north of Morris Bridge Road and west of Primrose Lane, subject to the conditions outlined herein. Vote on the motion being: Council Members Chillura, Fernandez, Govin, Halloway, and Knapp voting "aye," no "nay."

Relative to Resolution No. E-7, Council Member Fernandez questioned what would happen if they don't go forward with the Arts Education Center, since the contract is a lot of money and they don't know definitely whether they will have the Center. The City Manager explained that if they commit to the feasibility study, the architect will come before Council with the study on March 1st; then it would be a decision point whether to spend the greater sum of money for the actual design and all of the associated services. Once the City has a contract, he said they would be obligated to follow through with the design; short of construction. He said this is the fork in the road with the Arts/Education facility.

Confirming that the March 1st meeting is "up" or "down", Council Member Fernandez asked what their total exposure is, if it is "down." The City Manager responded it would be \$9,360. Council Member Fernandez commented that she wants the Center to go forward, but doesn't want the City to be obligated if it doesn't. The City Manager explained that is why it was structured this way so that Council wouldn't have the significant expenditure up front; they would have more information to ascertain whether there is support and how much support would be required from the City before they enter into the main contract. He noted the architects are present if Council has any specific questions.

Council Member Fernandez questioned how they would know whether their fees were reasonable for the project. The City Manager said they all agree the Consultant Competitive Negotiation Act is not a fair one, in that it does not allow the City to bid. The best they can do, he said, is to ask to have it reviewed internally by the City Engineer and staff to ascertain whether they think the tasks are appropriate and appropriately funded, and they look at other similar jobs. He said the Community Services Director has given a comparison of comparable jobs and the City feels it is within the range that is acceptable.

The Community Services Director distributed a comparison of basic service fees for review, stating they compared the proposal on the basic service fee. He explained every project is different and has different types of additional services. He indicated the main additional service for the design project is the acoustical, and lighting and technical design of the theatre; without these, they could not have a theatre facility that works well. In order to compare “apples to apples,” he said the basic service fees were taken; the basic service fees are defined as: Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding & Negotiation Phase, and the Construction Phase – Administration.

The Community Services Director said he found it interesting on the comparables that in going to the State Fee Curve, put out by the Florida Department of Management Services (DMS) it shows the fee percentage for basic services, the proposed service fee is almost exactly what the State would recommend. There were two other projects of similar jobs and similar sizes, he said, that were used for fee percent comparisons. He said the City is in the “ball park” with their proposal and the architect has substantially reduced his fee to get to this point after about a month of negotiations.

Council Member Fernandez asked how they would give the architect direction with regard to what they are looking for in an Arts Education Center, noting there are many different directions they could go. The City Manager clarified with Council Member Fernandez that she was referring to the utilization of the building. He said that in previous conversations with Council and staff, they talked about everything from a Chamber of Commerce office, a 300-seat retractable seating auditorium, and possibly, through the Mayor's work with the Hillsborough Community College, even classrooms for Hillsborough Community College. He said they have put all the potential uses together as guidelines.

Mayor Affronti interjected that what the City Manager has said is absolutely true about the classrooms; Hillsborough Community College is very interested in utilizing two of the classrooms within the Arts facility.

When he knew this was coming forward, Council Member Govin said he spoke with some of the committee that worked on the Arts Center seven years ago, and they went back to look at the documents to see what the fee was then; interestingly, the fee then was almost identical at 7-1/4%. When he looked at the present fee, he said, he had thought it sounded high but found it was right in line.

Council Member Knapp questioned that on the contract document [included in the packet], page 1 of 2 it indicates the Basic A/E Services are at 9% for \$472,500.00, but in the smaller illustration handed out during the meeting, that figure is different. The Community Services Director explained the 9% somehow got left over from the negotiations, which is really where they started. He said if they run the numbers, the Basic Service Fee outlined in the proposal, divided by the estimated construction cost of 5.25, it comes out to the 7.29% figure. Council Member Knapp said it clearly states a number of \$481,860 as part of the contract, and that is why he is asking. The Community Services Director referred the Council to page 3 of 4, in the beginning of the contract, on the bottom of the page, where it shows the Architectural and Engineering Basic Services fee that he used for this analysis was the \$382,612 number. He explained the reason he used this number is according to the DMS, the acoustical amount [\$89,888.00] is actually listed as an additional service and expense. [The Community Services Director distributed to Council handouts reflecting the numbers to which he was referring; a copy of the handouts are part of the permanent record.]

The Community Services Director continued, explaining that in order to get to an “apples to apples” comparison, he had to extract out the additional services, noting he highlighted on the handout those items DMS refers to as additional services and expenses. He said both the feasibility study and the theater acoustical work are included in these additional services.

Referring to the "B" scale on the Fee Guide Calculator handout, the Community Services Director said he has highlighted under the "B" curve, which is the theatre curve. The \$383,612 shown as the calculated fee under the “B” curve is the figure that he has compared with the \$382,612 shown under the A/E Basic Services at the bottom of page 3 of 4, he said.

Council Member Knapp said he had another question on the same thing on page 2 of 2, it says the Grand Total of Fees and Allowances is \$620,370. The Community Services Director referred to the Memorandum from the City Manager dated January 29, 2008, stating there are basic services and acoustical contracts, and there is the \$9,360 for the feasibility study. All those additional services that are outlined on page 4 of 4 in the beginning of the packet, which they are calling Task Order Planning and Construction Services and Task Order Consulting Services, he said, are all the potential services the architect can offer; they are not something they would initially contract for.

The Community Services Director explained when the architects were selected, they had them come with fundraising teams, with grant writers, etc., wanting to be sure they selected someone who had all the services for everything they might need. He commented they may need to go into a \$4 million fundraising campaign, so they wanted to include those additional services. Referring to page 3 of 4, at the beginning of the Collman Karsky/Toppe contract, he said that is the Basic Service Fee. He reiterated he used the comparison numbers of what DMS calls Basic Services to compare all of the projects on an "apples to apples" basis.

Council Member Knapp reiterated the architect put forth a standard AIA Document Contract for construction services, but the estimate that is provided to go with it doesn't seem to match. The Community Services Director said he had to tie it in because he had to define "basic services"; all the projects have multiple additional services; the main one for a theatre project is almost \$90,000 (bottom of page 3 of 4) for acoustical and equipment design, noting that is a sub-contract. He reiterated his comparison number is the \$382,612, which is the basic AIA service package.

The question being discussed, Council Member Knapp said, is that the City is asking Council to approve a \$9,360 expenditure, which then starts the ball rolling on a possible \$620,000 expenditure. He wanted to know whether the AIA document is going to be executed. The Community Services Director responded not today; they want to see whether or not the project is feasible by getting the professional involved to finish what the staff started in making that determination.

Council Member Knapp said he would like to see a contract given to the City Attorney just for the \$9,360 and not the one that they have in front of them; if this contract is executed, it is tying them into a contract with all of the services above and beyond the feasibility, and it is saying they have agreed to those services and the amount. He said he is certain there is a clause in there saying that if they don't move forward, they don't have to pay for the services not used, but he is not comfortable executing the agreement unless the City Attorney has reviewed it.

Because at this point in time the question is simply an expenditure of \$9,360 for the feasibility study, the City Attorney said he has not gone through with a "fine tooth comb" the ultimate AIA Contract; obviously those are always a starting point, that as they know, are always modified. Just looking at it with construction and administration, responsibilities for construction and administration, and responding to requests for change orders, and things of that nature, the City Attorney said there are a number of provisions in this agreement that would require clarification.

Council Member Knapp said the AIA contract is generic in nature, but his concern is that they are executing a feasibility study and not a \$620,000 contract, and he wants to make certain of that; that is not what is in their Council packet.

The City Manager suggested he try to explain, stating that perhaps he has made it more confusing than it needs to be. Although they are asking for the \$9,360 expenditure this evening, he wanted the Council to see what is up on the horizon. He said he didn't want to come back to them and say now that they have done that, the administration wants them to do this; he wanted the Council to see the entire picture and to make sure, as reasonably as possible, that Council is comfortable knowing what they are facing. If Council goes along with the feasibility study and it looks positive, he said, then Council will authorize the contract; he didn't want it to be a surprise. He said the only thing he is suggesting this evening is Council's consideration of the feasibility study; not the AIA Contract, not the Task Orders, and not the Design. He said they should only look at that step [the feasibility study] and then go forward if they feel comfortable.

Upon motion of Council Member Knapp, seconded by Council Member Govin, **RESOLUTION NO. 019-08**, was **ADOPTED**, awarding the Professional Services Contract solely to determine the feasibility of proceeding with the design and ultimate construction of a 20,000 to 22,000 square foot Arts Education Center to Collman Karsky/Toppe Architects, Inc., in the amount of \$9,360.00; further, that prior to proceeding further with the Arts Education Center project, a comparison of complete professional service fees for the theatre and art center design projects will be presented to the City Council for review. Payment for said contract for the feasibility study to be made from account 160-1811-572.62-41. Vote on the motion being: Council Members Chillura, Fernandez, Govin, Halloway, and Knapp voting "aye," no "nay."

Prior to vote on the above motion, Council Member Chillura said the Community Services Director "lost him" at 9%, in reference to Council Member Knapp's question on page 1 of 2, where it was mentioned it was \$481,000, and the Community Services Director said that was where they started to negotiate and negotiated it down to 7.31%. Council Member Chillura said he didn't see where that was really comparing it "apples to apples" because the 9% was actually incorporating the acoustical design and theatrical equipment, lighting and sound; if they take the 7.31% and put that number back in, they are back at 9% and doesn't appear they negotiated anything down. From what was just said, Council Member Chillura said they made it sound as though they negotiated it down from 9% to 7.31%, but that wasn't the fact – they basically piecemealed it back, taking items out, not *negotiating*, to get to the 7.31%, but actually taking items *out*. The Community Services Director reiterated that he was trying to get it to an "apples to apples" comparison, so he took just the basic services and compared all those projects on that basis.

Council Member Chillura said he understands that; however, the Community Services Director said it was negotiated down, when it wasn't; basically, items were removed off the table. He said they are not getting the same services that are shown they are getting at 9% for 7.31%.

The Community Services Director responded that Council Member Chillura could ask the architect to confirm that they reduced their price by more than \$75,000. Council Member Chillura said that if it was negotiated down, he doesn't see that in the documents provided, reiterating they went from 9% to 7.31% by removing the acoustical and theatrical equipment and design off.

The Community Services Director acknowledged that was the only thing he could do in order to make the comparison of basic services. Mayor Affronti interjected that he believed it was the words "negotiated down" that are the problem, rather than explaining they took some items off the table to make the comparison. Council Member Chillura said when those items are put back in, they are back at the 9%.

Council Member Govin said in the Community Services Director's defense, he *did* negotiate the price down, but that does not appear here; this document was prepared *after* the negotiations. Council Member Chillura reiterated that it was stated as 9% and now is *down* to 7.31%, he doesn't want to be told the number was negotiated down to get to this, when items were taken off the table to get to this number. He concluded that he just wanted a clear picture of it.

Council Member Knapp said it is very common in the industry for architect's fees to be based strictly on percentages. In this particular case, he said, the fact that their original proposal is at 9% of construction costs and, similar to the conversations during the budgetary process, they have gone back and re-generated things to attempt to justify the percentage on the front end. He said the architect for their A/E Services base their proposal on 9% flat; when they come back to say it is 7.31%, their original proposal given to them wasn't broken down; i.e., they didn't list the amounts for the acoustical and all of the other individual line items. He said he spoke to the City Manager about this item and mentioned it is typically a 7% figure, although admittedly he has never built a theatre. He said his concern is that one of the ways to justify it is to back out the \$90,000 and they are back at 7.31%. It wasn't in the original documents, he said, and regardless of how they arrived at the percentage, no matter how *honestly* they got there, it still *appears* as though they are doing the shell game, and that is what concerns Council Member Chillura.

The Community Services Director said he actually asked the architect to extract that for *clarity* so he could use the Department of Management Services Fee Curve, which extracts those additional services, to show the comparison. Council Member Knapp interjected it isn't as if they don't know that; they know what the curve is, and it becomes a simple math problem of 7.31% times the overall; the difference is the engineering services for the acoustical.

Mayor Affronti said his concern and that of the City Manager and the Community Services Director was whether the number they got was a good number; there was no way they could go to the second architect and ask what his price was. He said the only thing they could do was to go to an architect who understood the state guidelines/parameters; therefore, the City Manager and Community Services Director went through this roundabout way of determining whether the proposal was within the guidelines/parameters of the state.

In addition, Mayor Affronti said they decided to compare what the architect is asking with what some other municipalities have paid, to see if they were in line. Based on this, he said the Community Services Director took a base number and compared that base number to what the State suggested would be a fair price. He said he agrees that some services that were in there were taken out, but they had to do something for an “apples to apples” comparison.

Council Member Knapp said he didn't think it was a coincidence that once the numbers were broken out their fee magically fell in line B at exactly 7.31% of a line item that was found on the internet. He continued that it is *impossible* for someone to have gotten so lucky to back out exact numbers to come up with 7.31%. Council Member Knapp said they took this number from the internet and subtracted it to equate exactly to the fee curve amount found on the internet schedule.

The Community Services Director said when they subtracted the acoustical services and the feasibility study it worked out to be at the fee curve amount.

Council Member Govin said that for the future, he didn't know this guide was available; he was disappointed it wasn't used in the past. Mayor Affronti interjected they just found out it was available. Council Member Govin said this would have answered some of their concerns in the past when they couldn't go out and bid competitively. The Community Services Director interjected that to use it he had to extract the additional services, noting the additional services are all listed on that webpage. Council Member Govin recommended this guide be used in the future; great way to figure out whether figures are in line. Mayor Affronti commented it was fair to say none of them knew this guide existed until this architect told them.

Council Member Knapp said he knew the DMS Fee Calculator was there and that it is always used to justify the percentage and rate they are looking for; it is part of the negotiation process.

Council Member Knapp said he was going to give the Community Services Director another opportunity to change his answer because if he is going to tell him that was just coincidence, then he would have to bring out a magnifying glass to review everything the Community Services Director brings to Council.

The Community Services Director defended himself, declaring that he has never, ever fibbed, lied, or done anything to this Council; he has always been straight with them and worked hard. Stating this is the truth, he called upon the architect to verify that he has been totally honest with the Council.

Council Member Knapp clarified that he was not questioning his honesty, but was showing him that it is not a magical formula. He continued, reviewing that the Community Services Director called the architect and asked for it to be broken out, and he [Council Member Knapp] was showing *how* it was broken out.

The Community Services Director responded that he was showing them how and why he broke it out, adding that he believes they did a good thing by utilizing the fee calculator.

Mayor Affronti said he believed what is happening is Council Member Knapp was indicating that the numbers were "doctored" in order to come up with the 7.31%; that is not the case.

Council Member Knapp said the word "doctored" is not correct; what he was saying is that the original fee proposal was 9%, which included the acoustical; the fee calculator was taken from the internet *after* the original proposal is put in; and then it says that a B is 7.31%; then they ask how much is the acoustical portion – they subtract it from their figure and it magically becomes 7.31%. He said this is impossible. He clarified that he is not saying it is unethical. He said it is not unlike an architect to have all of their services included in the 9%, and it is not unlike them to go back and *subtract* from the 7.31% to *establish* what that amount of services are worth. He concluded that he wanted to make sure that everyone else on the dais understood that this was not some "magic trick."

John Toppe, one of the partners of Collman Karsky/Toppe Architects, stated he wanted the Mayor and Council to understand that, in his opinion, the City Manager and the Community Services Director did an excellent job of negotiating. He said when they started, the total of everything was \$711,000; then down to \$697,320 without deleting services, but being more frugal; and from there it went down to the 9%. He explained that the Community Services Director asked them how they could document their fee to show that it is fair, and Mr. Toppe said they would use the fee curve calculator, where they go to the Internet, type in the numbers, and it came out to that number. He said they had previously agreed that the total fee for architectural basic services plus the acoustical consulting and theatre consulting would be 9%. He said he subtracted the 7.31% and that was how they did it; it was simply arithmetic.

Council Member Knapp acknowledged it has nothing to do with Mr. Toppe's firm; it was about the presentation from City staff, adding that he understood it completely. Mr. Toppe commented that he may not have made it clear and apologized if he added to the confusion.

Council Member Knapp commented that even afterwards the Community Services Director wanted to justify that he just got lucky with the 7.31%. [Several persons added comments at once, which were unable to be distinguished from the audio tape.]

The City Manager said Council Member Knapp's suggestion is a very good one and what they did with the feasibility study, they will go through for all the elements; how they are combined - whether it is a basic service or acoustical, all of them, on a comparison basis by the time they come back at the first meeting in March, and that way they will be able to compare "apples to apples." He said they will do this to hopefully make Council comfortable, however they decide to go forward.

Mayor Affronti commented that he did not want anyone to go away from here thinking there is any possibility that City staff, and in particular the Community Services Director, did anything to manipulate the numbers to come up with the 7.31%, because that is not the case. He reiterated services were extracted from the numbers, and it was evident they were being taken out to arrive at the lower figure. He said the Community Services Director has done a yeoman's job in putting everything together, and he did everything possible to determine whether they were getting a fair price from this firm. He concluded he did not want anyone to go away from here thinking anything was done inappropriately.

Council Member Knapp said he wanted to go on record as saying he was not the one who pulled this agenda item. He said he knew the problem existed and had spoken to the City Manager, and that is the reason Council received the documentation in the first place. He said he was going to handle this behind the scenes and did not intend to have an open discussion on the dais.

Council Member Knapp reiterated once again, the contract amount was 9%; the amount the architect is asking for the feasibility study is \$9,360; the calculation on the computer that says what is allowed by the state for a "B" complex is 7.31%. He said Mr. Toppe took 7.31% of the overall fee of 9%, took the amount that was left, subtracted the \$9,360, and the remaining amount was what they said would be for the acoustical. He said he is not saying what the architect did was wrong in justifying his fee; he is saying that how it was presented to Council on the dais was not clear and was not represented properly.

Confirming it is clear now, Mayor Affronti called for the vote on the above motion, which passed by a unanimous vote of the Council.

Proposed Ordinances for Consideration and Action:

Council then heard **FIRST** reading, by caption, of a proposed ordinance, being: **AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING CHAPTER 20, TEMPLE TERRACE CODE OF ORDINANCES BY ENACTING A NEW SECTION 20.230 ENTITLED "RED LIGHT TRAFFIC SIGNAL CAMERA ENFORCEMENT SYSTEM" AUTHORIZING THE CITY TO PERMIT AND IMPLEMENT THE USE OF UNMANNED CAMERAS/MONITORING DEVICES FOR RED LIGHT INFRACTIONS; PROVIDING FOR AUTOMATED ENFORCEMENT OF CERTAIN TRAFFIC VIOLATIONS; PROVIDING ENFORCEMENT PROCEDURES, INCLUDING NOTICE, APPEAL HEARINGS, PENALTIES, IMPOSITION OF ADMINISTRATIVE CHARGES, AND COLLECTION; PROVIDING FOR EXCEPTIONS; PROVIDING A SEVERABILITY CLAUSE, EFFECTIVE DATE, AUTHORITY TO CODIFY, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

Council then heard **FIRST** reading, by caption, of a proposed ordinance, being: **AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING CHAPTER 21 OF THE TEMPLE TERRACE CODE OF ORDINANCES, BY ENACTING A NEW SECTION 21.330, STANDARDS FOR INDUSTRIAL AND SPECIAL USERS; INCORPORATING THE CITY OF TAMPA WASTEWATER DEPARTMENT TECHNICAL MANUAL OF APRIL 2006, AND ALL SUBSEQUENT AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE, EFFECTIVE DATE, AUTHORITY TO CODIFY AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

Council then heard **FIRST** reading, by caption, of a proposed ordinance, being: **AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING CHAPTER 21, WATER AND SANITARY SEWER SYSTEMS, TEMPLE TERRACE CODE OF ORDINANCES, BY REPEALING SECTION 21.255, RIGHT OF ENTRY, IN ITS ENTIRETY, AND ENACTING A NEW SECTION 21.255, RIGHT OF ENTRY, TO INCLUDE CODE COMPLIANCE OFFICERS TO THOSE PROVIDED RIGHT OF ENTRY FOR INSPECTIONS, AND BY ENACTING A NEW SECTION 21.325, RELATING TO GREASE MANAGEMENT; DEFINING TERMS; AUTHORIZING UNIFORM MAINTENANCE AND MONITORING REQUIREMENTS OF FOOD SERVICE FACILITIES FOR CONTROLLING THE DISCHARGE OF GREASE; AUTHORIZING REGISTRATION AND REGULATION OF GREASE HAULERS FOR CONTROLLING THE DISCHARGE OF GREASE; PROVIDING FOR AN APPEAL FOR DENIAL OR REVOCATION OF GREASE HAULER REGISTRATION; AUTHORIZING**

ESTABLISHMENT OF RATES, FEES AND CHARGES FOR GREASE MANAGEMENT; PROVIDING FOR ENFORCEMENT PROCEDURES AND LEGAL REMEDIES; PROVIDING A SEVERABILITY CLAUSE, EFFECTIVE DATE, AUTHORITY TO CODIFY AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

There was no Unfinished Business before the Council for consideration and action.

City Manager's Report:

The City Manager called on the City Engineer to give an update as to the median project on 56th Street, commenting the City Engineer has done a great job working with FDOT, and he wanted Council to be aware of it.

The City Engineer reviewed they previously presented a conceptual Access Management Plan for 56th Street from Busch Boulevard to Riverhills that restricted access to businesses on the west side; Council directed him to go back and renegotiate with DOT, which he was able to do. He then referred to a picture on the screen of the area located near Beverly Drive; the original plan had it closed off. He said they will be able to put in a left turn lane (going northbound) to turn onto Beverly Drive, which will provide access to Gaspar's and Westshore Pizza. He noted the island is cut somewhat and there will be less landscaping. Secondly, referring to the left side of the screen, he said at the north end originally there was a driveway going in just south of Subway, which was the only access. He said DOT has allowed another driveway that will get them into Landmark Properties and everything up to the corner at Busch and south to Subway. In Subway's best interest, the City Engineer said Subway needs to open up the sides, because then they would have access from both directions. In response to Mayor Affronti's question as to whether this is a done deal, the City Engineer responded it is a verbal one. He said he understands that RAM/Pinnacle is concerned with the entire length of 56th Street. He said he was told by DOT to submit this plan with RAM/Pinnacle's plan, and DOT will accept it. He added that DOT is happy with the spacing of the major driveways and they can live with these additional changes, he said.

Council Member Govin indicated this was one of the big issues with RAM/Pinnacle. The City Engineer said the City has a long plan from Busch to Riverhills and DOT will attach this to it as the plan. While this is not a "sign-off" or in writing, he said Dwayne Kile assured him that is all they would need.

Mayor Affronti asked whether the City is at a point where they could meet with the businesses on the west side and update them. The City Engineer said he wanted to present this to Council first and then he will get in touch with them either by a letter or having another meeting.

Backing up to the first three slides presented, Council Member Chillura questioned where there were two arrows in the turn lane turning off Beverly, and there are three arrows turning into the lane at Landmark, and three arrows going into the redevelopment site. He questioned whether the three arrows going into the redevelopment site are sufficient enough to support the amount of traffic. He said it looks as though both turn lanes are about the same distance; he suggested perhaps the one going into Landmark should be shorter and the one going into the new redevelopment should be longer.

The City Engineer said they don't even meet the standard transitions and lengths; they squeezed in what they could. He said this isn't final and they could look at it again when they do the final design, adding it is more of a concept. He briefly mentioned at the other end they were concerned with the left turn onto Riverhills, and Beverly Drive didn't need that much; that is pretty much what is there now.

Council Member Chillura commended his work, especially for the interests of those in the redevelopment area. He said he went to Olin Mott the other day and a mechanic mentioned if they open up the parking area, he was concerned people would back out from their garage into traffic. The City Engineer reviewed that at the last meeting they mentioned if they opened up Subway, they have thought of putting in some sort of speed table to slow people down. With the other opening, he said they shouldn't be coming in from the south.

Council Member Chillura noted that everyone appears to have access the way they have done it; the worst case scenario is if someone needs to turn in to Landmark, they can go to Landmark or Olin Mott – they can't get to Subway but they could go behind Olin Mott to get there. The City Engineer said he couldn't speak for Subway, but he got the impression if they were to do something like the plan he is presenting, Subway would open it up, which he added would be in Subway's best interest. He said they could not give them a driveway because of the RAM/Pinnacle entrance.

In other business, the City Manager said the Legislature seems to be concentrating on local government. He said House Bill 715 is proposed to require a "super majority vote for actions by local government to levy new, increasing existing, expand base or area subject to, or eliminate exemptions from taxes, special assessments, non-ad valorem assessments, or impact fees, requires a super majority of electors voting on referenda on laws taking ..." The City Manager said his point is after the property tax Amendment 1, now there is an effort to restrict the ability of local government to raise revenues to compensate for loss of property tax. He said this is something that needs to be looked at and talk to the people about. He said he was disappointed that he was asked to attend a seminar today on Home Rule; he wrote back saying what a paradox - there is no Home Rule in the State of Florida. He said bills like this confirm his personal observation about the leadership in Tallahassee. He wanted Council to be aware of this, adding that there will be a lot of similar things coming out of the session and they will be watching the session very carefully.

New Business:

Mayor Affronti called for a motion relative to the recommendation from the Temple Terrace Redevelopment Agency.

Upon motion of Council Member Govin, seconded by Council Member Halloway, **RESOLUTION NO. 020-08** was **ADOPTED**, accepting the recommendation of the Temple Terrace Redevelopment Agency, Resolution No. CRA-98(m) extending the deadline for negotiations and finalization of the Purchase and Sale Agreement to February 19, 2008, and the deadline for finalization of the Development Agreement and the Operating and Easement Agreement to March 18, 2008. Vote on the motion being: Council Members Chillura, Fernandez, Govin, Halloway, and Knapp voting "aye," no "nay."

1. Appointments – Municipal Code Enforcement Board.

Mayor Affronti announced the two remaining vacancies on the Municipal Code Enforcement Board were re-advertised and there were two applicants, Maura Moynihan Lear and David Pogorilich for three-year terms, which will expire February 5, 2011. The applicants stood and were recognized.

Upon motion of Council Member Govin, seconded by Council Member Chillura, **RESOLUTION NO. 021-08** was **ADOPTED**, appointing Maura Moynihan Lear and David Pogorilich to serve three-year terms, which will expire February 5, 2011, on the Municipal Code Enforcement Board. Vote on the motion being: Council Members Chillura, Fernandez, Govin, Halloway, and Knapp voting “aye,” no “nay.”

Mayor Affronti announced there was a meeting with principals today in Temple Terrace; Greco Middle School will offer a pre-engineering curriculum starting this fall in 6th, 7th, and 8th grades. He said this is a great addition to our schools and added there are other programs coming on board which will be announced soon.

Mayor Affronti also mentioned that on February 24 the USF Jazz Ensemble will perform at the Masque Theatre at 2 p.m. and it should be a great concert. He noted this is just one of the venues that the City will be offering over the years, and he knows Hillsborough Community College is very interested in participating in the proposed Arts Education Facility in the redevelopment area.

There being no further business to consider, upon proper motion, the meeting was adjourned at 9:04 p.m.

Joseph A. Affronti, Sr.
Mayor

Frank M. Chillura, Council Member

Ronald A. Govin, Council Member

Alison M. Fernandez, Council Member

Attest:

Ken Halloway, Council Member

Melissa E. Burns, MMC
City Clerk

Mark A. Knapp, Council Member