

**TOWN OF ASTATULA  
MAYOR AND TOWN  
COUNCIL MINUTES**



**REGULAR SESSION  
MONDAY MARCH 11, 2019  
TOWN HALL**

Having been duly advertised as required by law, Mayor Robert Natale called the Regular Session meeting to order at 7.01pm. Councilwoman Sikkema gave the invocation and Mayor Natale led the Pledge of Allegiance.

**Members Present:**

Robert Natale, Mayor  
Mitchell Mack, Vice-Mayor  
Gayle Sikkema  
Stephen Cross

**Absent:**

Kimberly Kobera

**Staff Present:**

Graham Wells, Town Clerk  
Jane Whaley, Deputy Clerk  
Zachary Broome, Town Attorney  
Tim Green, Town Planner

Roll Call was performed, and it was determined that a quorum was present. Councilman Mack was not present at the beginning of the meeting. He arrived and took his seat at 7:35 pm. Mayor Natale introduced the Honorable Wendy Breeden, Commissioner for Lake County.

**AGENDA REVIEW**

Approval of a Subgrant application from FEMA was added as new business item 5. Discussion regarding the purchase of a property with a code violation order was added to new business item 1.

**PRESENTATION**

Commissioner Wendy Breeden presented a certificate to Councilor Sikkema for the completion of the 2019 Institute for Elected Officials (IEMO) held January 25-27, 2019 in Jacksonville Florida. Ms. Breeden also read a portion of the letter presented with the certificate.

**MINUTE APPROVAL**

Approval of Minutes for February 11, 2019 Regular Council Meeting

**MOTION by Councilwoman Sikkema to approve the minutes shown above; SECONDED by Councilman Cross**

**For: Cross, Mack, Natale, Sikkema**

**Absent: Kobera**

**MOTION CARRIED 4-0**

At this point Mayor Natale welcomed Commissioner Breeden, invited as a special guest and said that Council wanted to share what was going on in Astatula and make her a close friend and ally. The Town was embarking on a twenty-year master plan and as it is developed we would be seeking input and support from the County. The Mayor said that he had two concerns; one was traffic and the other was water quality. The Town has only one road, CR 561, going through it and being the connector between north and south it is already heavily trafficked particularly with the big trucks from Mack Concrete and County Materials.

The concern is that with the over 12,000 homes going into Minneola, our situation is only going to get worse. As part of the master plan we will be looking for alternative to 561 with maybe a road taking traffic around the town. Commissioner Breeden suggested that he have a meeting with Fred Schneider, the County Public Works Director and Mike Woods, the Executive Director of the Lake-Sumter Metropolitan Planning Organization (MPO) to discuss the issues.

The second issue was with water quality, both drinkable and in the lakes including the problems created by the Hydrilla. Ms. Breeden, who had attended the recent Lake League of Cities luncheon meeting said that the presenter from the Lake County Water Authority maintained that the water quality in the Harris Chain of Lakes had got better which has given rise to increased growth of hydrilla. She added that the LCWA would have additional funding to deal with the spread of hydrilla.

The Mayor explained that the Town does not currently have potable water or a sewer system in the Town. We have a fire suppression system that we are looking to recertify as potable water. The town was also looking for grants to help us with our development and Commissioner Breeden pledged letters of support for any grant applications that were made.

The Mayor thanked her for coming to the meeting and of her support for Astatula and looked forward to sharing our plans with her in the future.

## **NEW BUSINESS**

### **CODE ENFORCEMENT ISSUE WITH PROPERTY AT 25529 CR 561 – AK2770007**

The Clerk was asked to give an overview of the issue; the property was under code enforcement and went through the Special Magistrate hearing in September of last year. The current owner at that time was given twenty days to cure two issues, one being an unsafe structure and the other to remove mountains of trash and clear the overgrown vegetation.

This was not done and subsequently a fine of \$25.00 per day for each infraction has been accruing to a point where the total due according to Officer Calhoun was at \$9,100. The Clerk had calculated it from a different date where the total was closer to \$7,500. The property has since been sold by tax deed and the new owner, Brock Langley, was present at the meeting to request Council to forgive or reduce the fines.

Mr. Langley's plan is to clear the lot, remove the structure and split the lot so one-half fronts CR 561 and the other on Madison Street. He would then at sometime in the future install two mobile homes. Mr. Langley introduced himself to Council and stated his intentions and timelines for bringing the lot into compliance. He stated that the amount of the fines was more than he paid for the lot and would effectively kill the deal to develop it.

The Mayor stated that it was not the policy of this Council to waive code enforcement fines as it set a precedent and the town must treat all residents the same. He added that it was the only tool the town has to enforce compliance and that similar requests have been denied in the past. He was grateful for Mr. Langley's interest to develop in the Town, however it is a speculative purchase from the tax lien and the information was available to him prior to the purchase.

Councilman Cross stated that he had a problem even discussing the issue while there was an ongoing and unresolved code enforcement order still active on the property. He wanted it brought into compliance before it could be discussed. This sentiment was echoed by Councilwoman Sikkema and the Mayor asked that Mr. Langley bring the property into compliance and come back to Council at the April 8 meeting to restate his request.

Councilman Mack arrived at 7:35 pm and apologized for being late. He requested to have a contract between the Town and the Police Department added to the agenda. The Mayor agreed to add it as item 6 of new business.

### **REVIEW OF CONTRACT WITH NEW ENGINEERING FIRM CPWG**

Prior to this review, the Clerk gave an overview of the rationale behind why it was recommended by the attorney, not to sign the contract with Mittauer.

Attorney Broome had reviewed the CPWG contract and his observations are shown below. Following discussion, the amendments recommended by Council are shown in italics:

Proposal dated July 2013? *Correct Date to be inserted.*

2.2 services under work order with agreed upon scope of work, fees, etc. Compensation shall not exceed 15K unless authorized by Commission. *Reference should be made to the addition of Section 1.7.4 to the Purchasing and Policy manual revising the maximum amount of compensation that could be charged without the approval of Council to \$2,500.00.*

3.1 – how soon is prompt? *To be amended to 48 hours or as agreed upon by both parties.*

6 – Town owns documents *No change required.*

11 – termination for convenience, engineer paid through termination. *No change required.*

*The Towns standard verbiage for Public Records Requests is to be added to the contract under 6.1*

Councilman Mack confirmed that the rates included in the contract were fair and reasonable for the services offered. There being no further discussion the Mayor asked for a motion to approve the contract with the aforementioned changes.

**MOTION by Councilman Cross to approve the contract with CPWG with the changes as discussed; SECONDED by Councilman Mack**

**A Roll Call vote was taken**

**Cross YES**

**Mack YES**

**Sikkema YES**

**Natale YES**

**Absent: Kobera**

**MOTION CARRIED 4-0**

**REVIEW OF CONTRACT FOR PROPERTY REGISTRATION CHAMPIONS, LLC**

Attorney Broome has reviewed the contract proposal from Property Registration Champions, LLC and his observations are shown below.

4 – do you have that ordinance?

13 – Town may not want to consent to the publicity

14 – No way should we give the logo. They asked before and we said no

22 – Venue should be Lake

Clerk Wells gave an overview of the service that Property Champions provided to the Town. Following discussion regarding the unrealistic requirements shown above and criticism from Councilman Mack it was agreed not to renew the contract.

**REVIEW OF CONTRACT FOR GREENLEE KURRAS RICE BROWN AND GARNER FOR ACCOUNTING SERVICES**

Greenlee's was originally the Towns auditors until 2011 and their contract has not been subsequently updated. This agreement was put together by Pat Sykes from Greenlee's and Clerk Wells to encompass what accounting services they will provide and the remuneration that they will receive for providing those services.

The services, some of which can be performed by the Clerk, are designed to meet the criteria for compliance in the segregation of accounting duties as required by the auditors. Ms. Sykes who has enormous experience, comes in for a limited time once a month and is also a huge resource for the Clerk to ensure that the Town stays in compliance with all Federal, State and County mandates.

Councilman Mack agreed with the necessity to have her continue and give the town the segregation of duties that it needs. Councilman Cross wanted to have a termination clause added to the contract. Mayor Natale had an issue with the lack of oversight reporting to the Council in the past, particularly with regards to problems the Town had with the lack of financial reporting by the previous Clerk. Councilman Mack felt that in his experience she had reported the difficulties and inadequacies that she saw to the previous Mayor.

Mayor Natale conceded that she has been an asset to Clerk Wells in his effort to restore the financial order and wellbeing of the Town, however he felt that it should go out to bid. Councilman Cross agreed and had no problem with an RFQ to ensure that we are doing the best for the town, however he did state that the problems with Kitty were reported to the Council who chose to ignore them.

Clerk Wells suggested that the Council give him the latitude to continue with Pat's service as he believed that she was an essential asset to the town and a safe pair of hands. He added that if the financial liaison, Mr. Cross or the Mayor wanted to have regular meetings with her to satisfy themselves that the towns finances were being controlled and operating in an appropriate manner, he had no problem with it. When Kitty was fired, the only thing that stood between the town and serious trouble was Pat. She is exceptionally talented and invaluable in the experience that she brings.

Following further discussion, it was agreed that in deference to the Clerks request, that things would remain as they are. The Clerk agreed to revise the contract, adding the public records clause, 30-day termination and a clause that the accountant will immediately notify Council of any anomalies, impropriety or concerns with regards to the Town's financial control and administration. This will then be sent to Greenlee's and once blessed by them, he would bring it back to Council for approval at the next meeting.

**REVIEW OF THE GENERAL ADMINISTRATIVE AGREEMENT WITH FRED FOX FOR THE CDBG GRANT**

Attorney Broome said that this was his standard contract and there were some very favorable items in it. He went over some of the conditions and the termination clause. Most of the language was boiler plate and required by the DEO.

**MOTION by Councilman Mack to approve the General Administrative Agreement with Fox Enterprises for the CBDG Grant; SECONDED by Councilman Cross**

**A Roll Call vote was taken**

**Cross            YES**

**Mack            YES**

**Sikkema        YES**

**Natale          YES**

**Absent:        Kobera**

**MOTION CARRIED 4-0**

**FDLE MANAGEMENT AGREEMENT – ADDED TO THE AGENDA BY COUNCILMAN MACK**

As the agreement had not been reviewed by Council or legal counsel, it was tabled to a future meeting.

## **APPROVAL OF SUBGRANT AGREEMENT FOR ADDITIONAL FUNDS FROM FEMA**

Clerk Wells explained that this agreement had come through today. It doesn't need to be approved as the original sixty-six-page agreement was approved by Council but brought it up as it was Council night. Council were happy for the Mayor to sign the agreement.

## **OLD BUSINESS**

### **UPDATE ON THE REVISED INTERLOCAL AGREEMENT WITH LAKE COUNTY FOR THE PERMITTING OF THE FIRE SUPPRESSION SYSTEM FOR COUNTY MATERIALS - ATTORNEY BROOME**

The County has bumped us from the agenda. We were supposed to be on the agenda for March 12 but were again bumped to the 26<sup>th</sup>. Mayor Natale asked that the Clerk email Commissioner Breeden to let her know that we are waiting for the BCC to approve it.

### **FURTHER DISCUSSION ON ANY AMENDMENTS TO THE RULES OF ORDER FOR TOWN MEETINGS**

Councilwoman Sikkema said she did not think the rules should be amended to action a roll call vote for all motions. If it was felt that a roll call vote outside of what is currently required was necessary, then it can be requested at that time.

Councilman Mack had an issue with a single Council Member not being able to call a workshop as it was currently a majority of the Council or the Mayor. This was to be changed by Resolution. Councilman Cross also brought up where the Citizens Questions come on the agenda. This had been moved to the end of the meeting but was not in compliance with the Rules of Order. It would resume its position at the beginning of future meetings. He also suggested that contracts and agreements should have a roll call vote.

The issue of adding items to the agenda after it has been posted was discussed and that items cannot be added at the meeting under agenda update. Section 10 (b) states that the cut off was 5:00 pm on the Friday before the meeting. This was contrary to the verbiage in the Citizen Questions and Comments section.

It was agreed to make the following amendments to the Rules of Order:

1. Workshops could be called by a Council Member without a majority vote of the Council. 4 (a)
2. Workshops would be noticed by the Town Clerk giving a minimum of 72 hours' notice. 4 (b)
3. Contracts and Agreements were to be added to the requirement of a Roll Call Vote. 13 (d) (4)

The Citizens Questions and Comments section would be conducted at the beginning of the meeting and the verbiage amended to reflect Councils decision not to add agenda items at the meeting. This was to ensure that citizens were always given the correct notice of items placed on the agenda.

## **REVIEW OF CEMETERY ORDINANCE 2011C**

At the February meeting, Council discussed in detail the funds within the cemetery budget and whether they were restricted or not. Being essential that the Town strictly follows the ordinance, a review was requested, and recommendations be brought to the March Council meeting. An email and a copy of the Ordinance was sent to council on February 19, 2019.

The Cemetery committee had requested that they have some say in how the funds that they raise for the cemetery are spent. Discussion took place over the funding of the cemetery both on the cost to residents and nonresidents for the grave plots and the cost to the Town to maintain the cemetery. It was clear that the cemetery was a drain on the Towns finances.

The Mayor sought to explore how additional revenues could be brought in by contracting out the services and marking up the costs. Columbarium's were discussed. Councilman Mack favored the lots being free but charge for the services associated with the burial process. Clerk Wells argued that it was a lot of work for little gain and favored a charge for the lot and let the resident make their own arrangements.

Further discussion took place; however, it was decided by the Mayor that the ordinance would not be updated at this time.

## **UPDATE ON THE COMMUNITY BUILDING – VICE-MAYOR MACK**

The release of funds had taken place and we were waiting for the blessing from the state on the bid package.

## **UPDATE ON THE FEMA REIMBURSEMENT – VICE-MAYOR MACK**

An additional payment of c\$9,000 had been notified for the damage to Town Hall and the public works building.

## **BUDGET AND FINANCE REPORT REVIEW**

The Clerk provided an analysis on the final January finance report by revenue and expenses and the bank balances which were the same as the report presented last month. On the preliminary report for February we had not at the time of the report received any Ad Valorem or Garbage revenue. This would be added and discussed in the final report in April.

He brought up that the impact fees received in February were restricted funds and could not be spent on General Fund. He added that February was a big month for Building Permits. He went over the expenditures on page two. The overspend on Protective inspections was a factor of a better month on Building Permits. Aside from a small overspend by the Police Department all departments were operating within their budgets.

He went over the bank balances at the bottom of page two outlining that the General fund had taken \$56,000 in Lake County impact fees which would be paid out in March and also \$10,000 was repaid to the Infrastructure Fund from the sale of the Madison property. On the cumulative side the reduction in the Road fund was due to the payment of \$92,000 to DAB for road paving. He also went over the Road Fund and Infrastructure Fund revenues and expenditures.

Discussion on the funding of the Community Building took place and Clerk Wells stated that he had completed a cashflow forecast for the Road and Infrastructure Funds. To complete all planned projects, we would effectively empty both bank accounts. Mayor Natale said that we need to plan for the operating expenditures of the community building once it is built and how we will generate revenue to pay for it.

### **CITIZENS QUESTIONS AND COMMENT**

There were no citizens questions or comments.

### **COUNCIL DEPARTMENT & COMMITTEE REPORT**

***Economic Development - Councilwoman Sikkema - NONE***

***Public Works - Vice-Mayor Mack - Gave an update on the Public Works employee.***

***Public Safety/Code Enforcement - Councilwoman Kobera - Absent.***

***Office Finance - Councilman Cross - NONE.***

***Office - LDR's, Ordinances, Legal - Mayor Natale - NONE***

Mayor Natale asked the Clerk to ensure that the Chiefs stand in, Sergeant Brown attend future council meeting and be prepared to give a summary of the things that are going on in the Town.

### **STAFF REPORTS**

***Town Attorney - Zachary Broome - NONE***

***Police Department - Chief Hoagland - Absent***

***Town Clerk - Graham Wells - brought up that he had made an application for a grant through Firehouse Subs to cover the cost of the seven AED's for the police vehicles. He also stated that the bulletin board was on the inside of town hall and we should invest in one for the outside of the building. Mayor Natale and Councilman Cross agreed.***



**REVIEW**

- a. Items for Workshops and possible dates – *April 25<sup>th</sup>, 2019 Master Plan Workshop*
- b. No items were put forward for the next Council meeting.
- c. There were no items needing a special council meeting.

Mayor Natale said that he was meeting with Sean Parks to see if we can get a technical assistance grant to help build our master plan.

**COUNCIL MEMBER MISCELLANEOUS COMMENTS** – Councilman Mack said that we should review the Special Events ordinance following complaints about the Central Florida Sports Park.

**ADJOURNMENT**

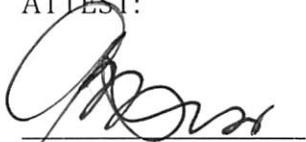
There being no further business Mayor Natale adjourned the meeting at 10:33 pm.

Respectfully submitted,



Robert C. Natale. Mayor

ATTEST:



Graham Wells, Town Clerk

