

MAYOR  
THOMAS F. SLATER

VICE MAYOR  
ROBERT F. AUWAERTER

COUNCIL:  
JESSE L. "SAM" CARROLL, JR.  
BRIAN T. FOLEY  
DEBORAH H. PENISTON



TOWN MANAGER  
ROBERT H. STABE, JR.

TOWN CLERK  
LAURA ALDRICH

TOWN ATTORNEY  
CHESTER CLEM

**MINUTES**  
**REGULAR TOWN COUNCIL MEETING**  
Thursday, January 24, 2019  
9:00 a.m.  
6001 SR A1A, Indian River Shores, FL 32963

1. **Call to Order**

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

The meeting was called to order by Mayor Slater at 9:00 a.m. The Invocation was given and the Pledge of Allegiance recited before the Town Clerk called the roll as follows: **PRESENT:** Mayor **Slater**, Vice Mayor **Auwaerter**, Councilman **Foley**, Councilman **Carroll**, Councilmember **Peniston**, Town Manager **Stabe**, Executive Assistant Michelle **Fentress**, Town Clerk **Aldrich**, Clerk's Assistant Chelley **Pallo**, Captain Mark **Shaw**; **RESIDENTS:** Tom & Sue **Ether**, Bill **Driscoll**, Steve **Evans**, Kathy **Minton**, Alfred **Kettell**, Barry **Wiksten** (The Shores), Mike **Ochsner** (The Estuary), Patty **Gundy** (Pebble Bay), Ralph **McCrae** (PB Villas), Bill **Truell** (Marbrisa), Randy **Rogers**, Nick **Schaus** (John's Island), Jerry Weick (Bermuda Bay); **GUESTS:** W.D. **Higginbotham, Jr.**, Dona **Hunt**, Joe & Denise **Griffin**, Bob **McPartlan** (Sebastian), Dylan **Reingold** (IRC Attorney & Chinaberry resident), John **Boyer** (IRC Utilities), Mike **Korpar** & Sam **Nelson** (John's Island), Amy **Adams** (Canaveral Scientific), Sam **Zimmerman** (Vero Isles), Janet **Begley** (Press Journal), and Lisa **Zahner** (Vero Beach 32963).

2. **Agenda Reordering, Deletions, or Emergency Additions**

Mr. Stabe asked to **add 7g, Kitchen Equipment for the Community Center**, which was done by a **motion** from Councilman Carroll with support from Councilman Foley that **passed 5-0**.

Mayor Slater announced that Councilmember Deborah Peniston was awarded the Distinguished Service Award yesterday for the Distinguished Lecturer Series. This is not a frequent award, he mentioned, also noting that former Councilmember Frannie Atchison had been given this award in the past.

3. **Presentations/Proclamations**

- a. Proclamation Recognizing National School Choice Week

The Mayor read the proclamation in its entirety and received a **motion to approve the Proclamation Recognizing National School Choice Week** made by Vice Mayor Auwaerter and supported by Councilman Carroll, which **passed unanimously**.

4. **Consent Agenda**

- a. Approval of Planning, Zoning & Variance Board Minutes dated December 10, 2018
- b. Approval of December 11, Regular Town Council Meeting Minutes
- c. Approval of January 4, 2019 Special Called Town Council Meeting (TMgr. Candidate Options) Minutes
- d. Approval of CRI Invoice dated December 19, 2018 for Audit Progress Billing
- e. Approval of Old Winter Beach Road Invoices
- f. Approve PSD Purchase of Computer Tablet for 2<sup>nd</sup> Rescue Unit (not Budgeted, Rationale Included)
- g. Approve PSD Purchase of Video Laryngoscopes (2) for Rescue Units (not Budgeted, Rationale Included)
- h. Approve PSD Purchase of Firewall & Threat Protection Software for Server (not Budgeted, Rationale Included)
- i. Approve PSD Purchase of (2, not 4) Tasers as Budgeted
- j. Approve Public Works Purchase of Shutters for Council Chambers as Budgeted

With no discussion, a **motion was made to approve the consent agenda as presented** by Vice Mayor Auwaerter, seconded by Councilman Carroll, **which passed 5-0**.

This is a Public Meeting. The Town of Indian River Shores does not transcribe verbatim minutes. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based

5. Town Attorney (9:06)

a. The Shores Compensation Agreement for Old Winter Beach Road Construction

Mr. Clem explained some of the background of this agreement, which is consideration for a settlement with The Shores Property Owners Association with compensation for items they have requested. It had been \$110,000 and was amended by an additional \$12,927 to cover everything that arises out of the Old Winter Beach Road Project. This is considered to be a global settlement of \$122,927. He was instructed to draft the agreement, which was counteracted by the attorney for The Shores and **amended to include his language to specify “as of the date of this agreement.”** In the future, this could be amended by issues that may arise. Mr. Clem preferred delaying this, as the job is almost complete, but understands that The Shores is ready to receive compensation.

An extended discussion followed among the elected officials, Town Manager, Attorney, and Project Manager Adams for the unknown future costs, relating this as similar to an open checkbook. Another \$6,600 is now requested for curbing and pavers, and other tasks that were done at a cost of \$1,800 on top of the \$122,927. The Town has been very accommodating. The project is scheduled to be absolutely completed by March 11 by contract with the State, including inspections between February 11-15, with Tallahassee staff flying down to do this.

(9:20) Bill Driscoll, Board Member of The Shores, pointed out that the County had requested that the pavers had concrete curbing on the sides, not the Shores, and it was the County’s intent to re-landscape starting in April, not The Shores. More discussion ensued with Mr. Driscoll, Mr. Stabe and the Council about paver placement and blacktop. Mr. Clem reiterated it is better to put off this agreement as long as possible, closer to completion.

(Brian Barefoot arrived 9:30)

The finality of this agreement was discussed concerning future action release among (former attorneys) Alfred Kettell, Jr. for The Shores, Councilman Foley and Town Attorney Clem. It was determined to add, in Section 4, the last sentence, as suggested by the Town Attorney: **“By this agreement, each party releases the other from any damages and claims, known and unknown, arising from the Old Winter Beach Road project as of the date of this agreement, but not including acts, incidents or claims arising from actions after the date of this agreement.”** A motion to approve the agreement with the added language as described by the Town Attorney was made by Councilman Foley and seconded by Vice Mayor Auwaerter, which passed 5-0.

6. Mayor’s Items (9:46 a.m.)

a. Town Manager Interview Results and Decision

Mayor Slater said at the special meeting on January 4, they had discussed two other candidates who had applied unsolicited. Mr. Higginbotham of The Mercer Group has recommended two of the three, Mike **McNees** and Joe **Griffin**. Mr. McNees has 17+ years of experience in Municipal Government, and as President of the US Track & Field Association. He was the City Manager in Melbourne and was removed for clearly political reasons. The Mayor of Melbourne, Kathy Meehan, is very supportive of him. Joe Griffin has 12 years of municipal government experience. He had spoken with former Mayor of Sebastian, Bob McPartlan and Councilman Iovino from Sebastian (also IRSPSD Lieutenant Iovino), who both spoke highly in recommending him. Both candidates have been interviewed by the Council. Mr. Griffin had alerted Mayor Slater to some previous action that could cause serious concern with the County, and could require a bridge to be rebuilt with them. The third candidate, Mr. Gregg **Lynk** was not recommended as he had only three years in government and was let go from his job in Palm Bay. Our agreed-on qualifications included at least 5 but preferred 10-years of experience in government.

Mr. Griffin asked to clear the air, as he had disclosed this issue at least in part with each of the Council. It was not a new issue, but 10-years in the making. The “radio rant” was driven by a County Commission meeting that put the City of Sebastian in bad light regarding an ordinance of the fire marshal. It was authored by Mr. Griffin. He admitted to being a little too firm and without consideration to the County Commission first. No one likes public criticism, regardless of the truthfulness of the statements. He did learn two things from this. About 4 or 5 months prior to this radio talk, a new fire chief had been hired with whom he had a personality clash at the beginning, but who turned out to be the right hire who cured some of the things that had been going on for 10 years running. He applauded them for this choice. If he is selected, he and our Chief in Indian River Shores can work with this person. Second, when he moved to South Carolina on May 12, he learned that municipal governments usually have the same issues. He observed the County government in South Carolina and Georgia are dysfunctional and non-collegial with the municipalities. He realized that things are pretty good here in Indian River County, and that the County runs things very, very well. If the Council selects him, he feels like he is a good fit here, and will work towards mending fences and reestablishing his relationships.

Another issue he faced as City Manager in the City of Sebastian was to eliminate as much noise disturbance and make it as safe as possible for the residents at the six (6) railroad crossings, which are owned by All Aboard Florida. Since 70 mph trains likely can't be eliminated, Mr. Griffin negotiated with All Aboard Florida to agree to install silent crossings and provide maintenance for said crossings for 15 or 20 years. The silent zone was explained to the Council as a safeguard to prevent people from going around guard arms that has better gates, fencing, and flashing lights rather than horns. Each crossing would cost \$200,000 or more. Mayor Slater noted that Mr. Reingold has advised that the trains are coming, and we should do the best we can for the residents. Councilman Carroll also asked about what deficiencies he observed regarding the fire marshal, which Mr. Griffin said were regarding permitting, plans inspections and reviews, not about the employees. Also, as the Airport Director, he was accused of trying to get around some of the building codes and said nothing could be further from truth.

Vice Mayor Auwaerter said that Mr. Griffin has understated what was said on the radio show. He graded the commissioners as "a strong F" and suggested a strong leader like Dale Simchick, who is not a real leader. The Vice Mayor's biggest concern was that he could damage the relationship with the County that he had been diligently trying to build by helping them with All Aboard Florida and recycling fees.

Mayor Slater said that convincing the Council that he made a pretty bad mistake, as Mr. Griffin admitted, and that he can rebuild a bridge is important if Mr. Griffin is selected. We are all public servants as well as part of the public and have to work together. The last 1,000 feet of OWBR is an example of work with the County that is before us. The County has done a lot of good work, especially with the electric issue, with the Town.

Councilman Carroll said he visited with Mr. Griffin for a couple of hours before this morning's meeting, and this message as delivered to the Council and audience was the same as to him. He agreed it is a dysfunctional relationship Mr. Griffin currently has with the County, and with all due respect to the issues discussed, was convinced that Mr. Griffin would take the initiative to repair those damaged relationships. He agreed with the Mayor that building a bridge would be a priority for him.

Councilman Foley also agreed with no doubt that he would be able to mend the relationship, with a mature effort by the County as well.

Councilmember Peniston said the process of getting a new town manager has shown her how difficult this job is. With so many plusses outweighing the negatives, along with his experience, knowledge, confidence, thoroughness, and dedication to the job, she felt strongly that he would make an excellent town manager here. Clearly repairing the County relationships will be an important task.

(10:14) The Mayor allowed **Sam Zimmerman**, formerly of The Shores and who lives in Vero Beach now, to speak. He was given as a reference for Mr. McNees. He explained his background with the City of Vero Beach's Vision Plan, his role with the Planning & Zoning Commission in Indian River County, and that he is a real estate developer in numerous states. The City of Melbourne's downtown revitalization plan many years ago was Mike McNees' #1 priority, and after four years of difficult work, is now under construction with a \$40 million housing complex. He commended Mr. McNees as a public employee being successful in this extremely difficult task. During the huge project, Mr. Zimmerman got to know the previous Council, department heads, the plan reviewers, and all were very sad to see Mr. McNees go. Mr. McNees had been a very effective and inspirational leader to them, and they gave him a 40-second standing ovation as he walked out the door. Mr. Zimmerman has an interest in this community and will be a resident again soon. He wanted them to have a more complete picture of "Mike the man," who says what he will do and does what he says. He did an excellent job for the City of Melbourne. The Council thanked Mr. Zimmerman for his input.

(10:21) **Councilman Iovino**, City of Sebastian, spoke as a reference for Mr. Griffin, whom he has known for a long time. He was also involved in the ordinance for the fire marshal with Mr. Griffin. It is his opinion, like Mr. Griffin, that having a fire inspector who actually has experience as a firefighter is important, but the Council disagreed. Mr. Griffin did as the Council asked him, always in the best interest of the City. He is a passionate family man, also passionate about the City. They didn't fire him, and had no issues with him, but he left to try retirement. His values, ethics and morals are important. He stayed on for three (3) months until another city manager was hired and then after he was hired. He will put his heart and soul into this Town, and has already done homework and research with a 30-day plan all ready to start. He is dedicated, here at this meeting with his wife, not absent from this decision. Mr. Iovino has been here almost five (5) years now, and thinks he understands what the Town wants and needs, to work in the best interest of the constituents.

The Mayor said he asked **Chief Rosell** to have both of the candidates thoroughly investigated with an in-depth background check. The Chief reported that Mr. McNees was a victim of political assassination, but nothing derogatory was found in the background. He found nothing derogatory on Mr. Griffin either, only the report about the relationship with the County. The departments also met both candidates, and Mr. Griffin was quite upfront about the County. To echo what Mr. Griffin said, the old fire chief situation was intolerable. It

was resolved with the new person, he agrees, and the Town's relationship with the County fire department will flourish with training and possibly an automatic aid agreement to the benefit of both agencies. Chief did not believe that Mr. Griffin would do anything to sabotage this in the future, they definitely have the right candidate. .

Councilmember Peniston said she was very enthused with Mr. McNees, and with great interest in the staff's opinion, found that not all felt as comfortable with Mr. McNees. After meeting Mr. Griffin, she also thought that they are both outstanding public servants, Mr. Griffin would be a particularly good fit here. She **made a motion to hire Mr. Griffin as the new town manager**, which was seconded by Councilman Carroll that **passed 4-1**, with Vice Mayor Auwaerter opposed.

(10:30) Mayor Slater expressed that he was very thankful for Robbie Stabe staying on during this difficult and long search, giving him a tremendous amount of credit. He received a long, standing ovation.

(Many left at this point).

Mr. Clem said the agreement could address some of the items, such as the salary, which was presented as a range from \$120,000 - \$150,000. The Mayor suggested \$140,000 based on his experience, which was also the number Councilmember Peniston had in mind. Mr. Griffin suggested a start date of 11 or 18 February. He agreed on the 11<sup>th</sup>. Regarding moving expenses, the Mayor said the Town typically offers assistance with this, which he declined, and the Mayor reminded him of the requirement to live within the three-county area of Indian River, St. Lucie and Brevard. Mr. Griffin said he wants to live in Indian River Shores and is already actively looking. An automobile allowance was discussed as \$5,000 allowance per year, to which Mr. Griffin said he was accustomed to driving a surplus vehicle, but would accept whatever the Council offers. Mr. Stabe said his vehicle could be transferred for use for several more years, as it does not have high mileage. Mr. Clem reiterated a starting date of 11 February and the Town Council will provide a vehicle. He will have everything in the updated contract and have a special called meeting to confirm everything.

The Mayor and Council welcomed Mr. and Mrs. (Denise) Griffin (applause). He thanked Mr. Higginbotham and Dona Hunt of The Mercer Group also for their work.

## **7. Discussion with Possible or Probable Action**

### **a. Proposal for Continuing Health Insurance Benefits for Retiring Town Manager (Councilman Foley) (10:38)**

Mr. Foley said Mr. Stabe extended his resignation and diligently continued working well past the required 2-month time. He explained that after he had submitted his intent to retire, he then looked at how much things would cost. Just to continue his and his wife's health insurance would be a burden, encompassing nearly his entire pension check. During the interim while the Town was searching for a manager, he was looking for a job and eliminated from some of the considerations as he had indefinitely extended his service to the Town. Councilman Foley said he believes this deserves some type of compensation. Mr. Stabe left his position as Chief at the Town's request to become the Town Manager and is receiving less in benefits than he would have had if he had remained there. It is a question of equities here, and fiscal conservatism doesn't mean we don't show appreciation for someone doing something they don't have to at his expense for the Town's benefit. He proposed modifying the employment agreement to add 9 years continuation in the Town's **health insurance** program, and if he gains new employment, he would have one year to decide whether or not to stay on the Town's health insurance or subscribe to the new employer's plan. As to the **consultant services**, it would be up to the Town or Mr. Griffin whether that is needed for specified term and numbers of hours.

A **motion to amend the employment agreement to cover the items therein** was made by Councilman Foley and seconded by Vice Mayor Auwaerter. Councilman Carroll added that this is a commitment from the Town of about \$11,000 per year. The Councilman said he would be more comfortable with the one-year ability to continue the Town's insurance changed to three months. He also wondered about the 9-year length of time.

Councilman Foley said he is not getting any severance, and with the length of service Mr. Stabe had given, this covers an issue that is of importance to him and his family. He could have left after two months, with the Town looking for many months more to find a suitable replacement. He also had missed opportunity. The Mayor said if he had remained as PSD Chief, his pension would have been about \$8,000/year higher. He left this position and sacrificed this at the Town's request, and the difference between \$8,000 and \$11,000 is a fair compromise. He suggested amending the motion to 6-months to determine his health insurance continuation.

An **amended motion for paragraph 5 to reduce the one year to 6 months as part of the Council's proposal to Mr. Stabe** was offered by Councilman Foley and seconded by Vice Mayor Auwaerter, which **passed unanimously**.

- b. Kimley-Horn Engineering Services Agreement (Building Official/Town Manager) (10:49)  
 Chief Building Official Perry explained that this is an alternative option to using TetraTech as our sole engineer, which is a firm in Orlando. They have informed us that they can't do our services in a timely manner. We had recently contracted with Kimley Horn as an alternate Town planner, who is willing to add engineering services to assist with our 6-week backlog of work that TetraTech HAI left. He will also work on having an additional backup engineer. We could go out to bid for this service in the interim, as Kimley Horn is a little more expensive. Mr. Stabe attested to Kimley Horn as a top-notch firm, agreeing that we should have them on staff. They are also the firm the City of Sebastian uses, and our new manager is familiar with them, Mr. Perry added. We have three large projects ahead and then very little after. **A motion to approve the engineering services agreement with Kimley Horn** was made by Mayor Slater and supported by Councilmember Peniston, **which passed 5-0.**
- c. Old Winter Beach Road Change Order 9, Additional Ribbon Curbing (Town Manager) (10:53)  
 Mr. Stabe said Amy Adams had already addressed this, so **a motion was made to approve the revised number for Change Order #9 for Additional Ribbon Curbing** was made by Vice Mayor Auwaerter and seconded by Councilman Foley, **passing 5-0.**
- d. John's Island Water Management Re-Use Water Line Reimbursement (Town Manager) (10:54)  
 The memorandum dated January 18 explains the reimbursement to the Town, and Town Manager Stabe requested approval from Council for invoicing JIWM, Inc. regarding the 16" reuse line. The total cost for materials and installation was \$350,516 and the additional \$34,607 covers the inspection, mobilization, permitting, project management and related costs regarding the grants, for a total of \$385,123. John Boyer of Indian River County Utilities wished to convey to Council that while the construction of the line is substantially complete, the County is still waiting on documents from the contractor and the engineer, and they do not consider the project complete and are not ready to accept turnover of the line. The Council thanked Mr. Boyer. Councilman Carroll asked to clarify whether the \$34,607 is the settlement referred to in the December minutes. Town Manager Stabe said the \$34,607 is part of what JIWM, Inc. agreed to pay for mobilization costs, which is the \$34,607. Council Carroll further asked if this is 100% of the funds that the Town can expect to receive back from JIWM, Inc. regarding this matter. Town Manager Stabe confirmed that this is 100% of what we will receive back from JIWM for mobilization. Mayor Slater said we need to be careful there are no other costs which could be incurred before the actual completion is noted. Mayor Slater suggested that this reimbursement is for work done up-to-date, and that if something else happens and the Town does the work, we need to be reimbursed. Town Manager Stabe agreed and suggested that within our work area, the work is shown as having been completed. Sam Nelson of JIPOA stated that if there are any additional costs, they will take care of it. **A motion to invoice John's Island Water Management Inc. for reimbursement to the Town for \$350,516 for the John's Island Water Management Re-Use Water Line, plus an additional \$34,607 for project management grant-related costs, for a total of \$385,123** was made by Mayor Slater and seconded by Councilmember Peniston. **The motion passed unanimously.**  
*(Mr. Reingold and John Boyer of IRC Utilities left)*
- e. Community Center Change Order 8, Flooring Change (Jerry Weick) (11:00)  
 The bid price from Summit, Mr. Weick explained, allowed \$26,500 for flooring for the bathrooms, kitchen and the main area. The quote received for flooring was \$32,173. The reason for the increase is that the 4' of tile on the kitchen and bathroom walls that is required by the Health Department was not originally included. The bathroom, lobby, floor in kitchen and bathroom, and vinyl floor for the meeting area, and wall tile samples were displayed in the Chambers. Councilmember Peniston made **a motion to accept the increase of \$6,524 to handle flooring selections and wall tile**, which was seconded by Councilman Foley and **passed unanimously.**
- f. Community Center Change Order 9, Parking Lot Revision (2 Options) (11:02)  
 As far as resurfacing the parking lot, this step of the project is pretty far into the future and can be tabled for a while. Vice Mayor Auwaerter questioned whether the tree removal necessary to complete the parking lot was contemplated in the original design. Town Manager Stabe stated that it was; however, there was a caveat on the plans that said the exact positioning of the driveway could not be determined until the building was in place in order to minimize the number of trees that need to come out. They agreed to table it for now.
- g. Quotes for Kitchen Equipment (11:04)  
 This was not part of the bid and is a difference of \$2,426 in addition to the Summit contract. The kitchen equipment is to consist of a double oven, warming station, triple sink, hand sink, microwave, icemaker and three (3) stainless steel prep tables. Councilman Foley made **a motion to accept the quote from Moreno's Restaurant Equipment and Service Corporation in the amount of \$16,270**, which was seconded by Councilman Carroll, and **passed unanimously.**

8. **Town Manager Updates** (11:07)

a. Community Center Progress Report (Town Manager/Jerry Weick)

The progress report was given with Agenda Items 7e, 7f and 7g. Councilmember Peniston said the John's Island Garden Club has offered to help with the landscaping for the new Community Center. Mayor Slater thanked Jerry Weick and expressed appreciation. Vice Mayor Auwaerter recognized that Mr. Weick has volunteered a lot of time, and it is appreciated.

b. Departmental Reports (Building, Finance, Town Clerk, Public Safety)

Vice Mayor Auwaerter asked why traffic stops went up but are now back down. Chief Rosell explained that the interface with the State system that produces crime stats malfunctioned for 3 weeks.

9. **Council/Committee Reports or Non-Action Items** (11:09)

(MPO, EDC, TCCLG, TCRPC, TCRLC, IRC PSC Citizen's Oversight Committee, CoVB Utilities Commission, Beaches and Shores Preservation)

a. Committee Reports

Councilman Foley stated that he attended **TCCLG** and had nothing of substance to report.

Councilman Carroll attended **Beach and Shores Preservation** and reported that Sectors 1, 2, 3, 5 & 7 are severely, critically eroded and require rebuilding. The firm that made the presentation about that project talked about the timeline for each one of those sectors and the enormous amount of sand that has to be moved from point A to point B. They estimate that it will be 2021 before all of the restoration is completed. Mayor Slater asked where the Sectors are located geographically. Vice Mayor Auwaerter stated that Sector 4 is Indian River Shores and is not considered to be critically eroded according to the DEP definition. Councilman Carroll agreed that the Town is not included at the moment.

Mayor Slater reported he attended **TCRLC** meeting and it was quite interesting. There was a presentation and a video about the FLC campaign this year, "Everything is Local" which is all about local initiatives and local control. The efforts to try to improve the health of the lagoon were also discussed, which is critical for us, and there is an additional presentation about the Lagoon scheduled for next month.

Vice Mayor Auwaerter reported that he did not have any meetings.

b. PZV Board Meeting 1-14-19 (Town Attorney)

No report.

c. Informational Updates or Comments

10. **Call to Audience**

11. **Adjournment** 11:13 AM

Respectfully submitted,

*Approved by Town Council at the February 28, 2019 meeting.*

/s

Laura Aldrich, MMC  
Town Clerk