

**MINUTES  
CITY COUNCIL  
CITY OF ARCADIA  
TUESDAY, SEPTEMBER 18, 2012  
6:00 PM**

*The following minutes reflect action items of the City Council of the City of Arcadia. For a verbatim copy of the minutes you may contact City Administration to obtain a copy of the recorded meeting.*

**CALL TO ORDER, INVOCATION PLEDGE OF ALLEGIANCE & ROLL CALL**

The meeting was called to order at approximately 6:00 p.m.

Councilman Allen gave the invocation followed by the Pledge of Allegiance.

**Arcadia City Council**

Mayor Keith Keene  
Councilman Robert Heine  
Councilman Robert R. Allen

Deputy Mayor Alice Frierson  
Councilman Joseph E. Fink

**Arcadia City Staff**

City Administrator Judi Jankosky  
Captain Matt Anderson  
City Attorney Thomas J. Wohl  
Jerry Cordes, Public Works

City Recorder Virginia S. Haas  
Steve Underwood, WWTP  
Carrie Taylor, Golf Course  
AJ Berndt, WTP

**CONSENT AGENDA**

1. Minutes of August 21, 2012 Regular Meeting
2. Minutes of August 28, 2012 Budget Workshop
3. Check warrants from 09/04/12, 09/07/12 and 09/14/12
4. Graduation Express Mobile Classroom, Smith Brown Parking Lot
5. Fishing Tournament, Lake Katherine Park – Team Arcadia

**A motion was made by Councilman Heine and seconded by Councilman Fink to approve consent agenda items 1 through 5 as presented. The motion carried 5-0.**

**PUBLIC HEARING**

6. **RESOLUTION NO. 2012-12; A RESOLUTION ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013**

**Resolution No. 2012-12 was read in full. A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to adopt Resolution No. 2012-12 as presented. Councilman Fink stated he does not support this Resolution because raising the millage does not address the issues. The motion carried 4-1 with Councilman Fink dissenting.**

**7. RESOLUTION NO. 2012-13; A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE CITY OF ARCADIA, FLORIDA FOR THE FISCAL YEAR 2012-2013**

**Resolution No. 2012-13 was read in full. Councilman Fink stated that he will be voting against this Resolution because he does not believe in balancing the budget on the backs of the citizens and concerned that the Finance Director was not present. A motion was made by Councilman Allen and seconded by Councilman Heine to adopt Resolution No. 2012-13 as presented. The motion carried 4-1 with Councilman Fink dissenting.**

**Mayor Keene closed the Public Hearing.**

**DISCUSSION ITEMS**

8. Tremron – No representatives from Tremron were in attendance.
9. Police Department Vehicle Purchase (Marshal Lee)

**A motion was made by Councilman Heine and seconded by Councilman Allen to approve the purchase of a replacement Police Department vehicle in the amount of \$19,000 from FY 2011/2012 budget as presented by Captain Matt Anderson. The motion carried 5-0.**

10. POW Flags – Tree of Knowledge (Councilman Fink)

Councilman Fink reported that he was approached by Mr. Don Finkel, President of the DeSoto County Veterans Council, who wanted to know why we did not have the POW flag flying at the Tree of Knowledge Park. Councilman Fink was told that the City or Mr. Tim Backer has had the flag for 10 weeks. Councilman Fink also noticed that City Hall does not have one and we need to think about getting that flag up and finding out why it's not up at the Tree of Knowledge. He said the flag costs \$37.00. He also noted that we don't have a flag in front of the Way Building but we really should have one because it is the seat of government. Mrs. Jankosky responded to Mayor Keene that Mr. Tim Backer has the key to the pole at the Tree of Knowledge. Mayor Keene questioned why we didn't have a State of Florida flag either. Mrs. Jankosky will contact Mr. Backer to see why the POW flag is not flying and purchase an additional POW flag for City Hall.

Councilman Fink asked for a consensus from Council to dedicate September 21, 2012 as POW/MIA in DeSoto County and the City as well.

**A motion was made by Councilman Heine and seconded by Councilman Fink to proclaim September 21, 2012 POW/MIA Day in the City of Arcadia. The motion carried 5-0.**

11. Wingman Aviation Tie-down Fees

Mr. Rickey Hilton referred to a lease from 1969 by his father for a parcel of land to build a hangar which he submitted to the City Recorder. He did not know if the lease was valid, as Mrs. Jankosky had it reviewed last summer and was told it was no longer valid. He requested the written determination from the Attorney which said "I can't be sure without further inspection". To him that is not conclusive and he does have a piece of land that was his fathers that follows to him and its still in force as far as I know. But that's part of the question and fairness he wanted to bring up. Councilman Fink asked if there are similar leases in effect at the Airport. Mr. Hilton

replied that lease was signed back in 1969 and he had an aircraft in the hangar back then and it was good then. Councilman Fink asked when the hangar fell down. Mr. Hilton replied that when he no longer had an airplane and due to medical issues he took it down because of the liability issues but the lease and parcel of land is still there. Councilman Fink asked if the lease dealt with abandonment. Mayor Keene suggested assigning the lease to the Attorney with a time certain response to reply. Mr. Hilton pointed out that in the lease the City could give him 60 days notice to vacate, but that has never been done. Councilman Fink asked for consensus to have Attorney Wohl review. Council agreed.

Mr. Hilton explained that the last time he was before the Council was concerning the determination on tie-downs. He stated that the City has to make their money through tie-downs; however there are certain functions that go along with that and that is the fairness he wanted to take a look at. He is not tied down on the ramp out front on the concrete or asphalt he is tied down closer to the entrance of the Airport. He mows his area and provides his own tie-downs. He thought Air-Cadia was supposed to do that and he's been doing it all along. He didn't receive a bill for 6 or 8 months and the rent increased from \$30 to \$45 and he was never notified, so what's fair. He knows he got a bill for \$700 + \$300 for hangar rent which he paid and he wrote a check for the rest of it and paid in full. Air-Cadia did not bill him for the September tie-downs so probably next month he'll get one for two months. He is looking for fairness and help as he is the only one that ties down. Mayor Keene asked what he thought was fair. Mr. Hilton replied that is for the Council to consider. Mrs. Jankosky replied to Mr. Hilton that the tie-down fees are split 50/50 and normally they are on their property or apron, the property of Air-Cadia. Mr. Hilton confirmed he was not tied down on Air-Cadia property. Mayor Keene asked the last time when Mr. Hilton said he was willing to pay the tie-down fees. Mr. Hilton replied that he would rather pay the full price and get Air-Cadia to take care of it properly, now what's the definition of properly, his standards may be different from theirs.

Mrs. Jankosky explained that the tie-down rate increases were approved by Council last December but she was not sure why Mr. Hilton was not notified. Mr. Hilton confirmed he never received notice. Mrs. Jankosky stated that she believes there is a legitimate tie-down area down there and supplying the tie-downs is the responsibility of Air-Cadia. Mrs. Jankosky read from the contract: "installation of suitable tie-downs, anchors, ropes, chocks, markings and spacing as set forth in FAA Advisory Circular 20-35 B from 1971". She read regarding the mowing: in general; "the grass runway, taxiway and aircraft parking areas as needed." She agreed that what Mr. Hilton feels and what Air-Cadia feels is needed may be different.

Mrs. Becky Minnear suggested having the Attorney review the lease and possibly there needs to be a tie-down lease which would clarify a lot. Mrs. Minnear added that Mr. Hilton has cleaned his spot and provided his own tie downs and that will be Council's determination in what you charge and the lease will do that. Mrs. Jankosky responded to Attorney Wohl that the location is not within the 10 acres leased by Air-Cadia. Councilman Fink asked then how can Air-Cadia charge a tie down fee, if Mr. Hilton is not in an area they are in control. Mrs. Minnear replied that there used to be hangars and tie-downs there and they have always charged. Mrs. Jankosky clarified from the contract "Air-Cadia" shall collect all aircraft tie-downs and rental fees per existing t-hangars owned by the City and leased individuals and Air-Cadia shall tender 50% of all existing tie-downs and t-hangars to the City." She summarized that Air-Cadia is the collector of all fees and they pay the City according to the agreement and these were existing tie-down spots from years ago. Deputy Mayor Frierson asked why we would not collect a fee no matter where it was parked. Mrs. Minnear stated that Mr. Hilton has been asking for a lease for his business and if there was a lease some of the items would be addressed, because they were going to be giving him an acre of land. Councilman Heine suggested letting the Attorney review. Mayor Keene agreed and the lease could spell out the requirements of the tie-downs

and what the responsibilities might be. Mrs. Jankosky stated that Mr. Hilton did send the latest revision of the agreement which Attorney Wohl is reviewing. Attorney Wohl noted that he had questions about where the tie-downs are located as it relates to the hangar being rented. Mr. Hilton replied that he understands how Airports work and he just wanted it to be fair and not feel like a stepchild and not treated properly.

Mr. Greg Smith clarified where Mr. Hilton was tying down.

#### 12. Mowing at Airport (Councilman Fink)

Councilman Fink stated that there is some sort of problem getting the Airport mowed and there is an inspection on October 4<sup>th</sup>. Mrs. Jankosky replied to Mayor Keene that some of the Airport was mowed. Councilman Fink asked if Air-Cadia didn't like the Dixie Chopper. Mrs. Minnear replied that they mow quite a bit with the Dixie Chopper however you can't mow the whole Airport because they would be mowing 7 days a week. Mrs. Minnear stated they had a real problem with the tractor and Air-Cadia doesn't have any equipment. Councilman Fink asked if the City was required to give them an industrial tractor, or just a mower according to the lease. Mrs. Jankosky referred to the contract: "The City at its expense should be solely responsible to supply Air-Cadia with operational equipment and fuel necessary to perform grass mowing operation and provide them with replacement light bulbs for the runway and taxi-way". Councilman Fink replied so there is no specification for what type mower, just one that provides the service. Councilman Heine asked what was wrong; he understood that the tractor was working. Mrs. Minnear reported that the City was out there today because the batwing dropped on the ground and drags. They spent two hours getting it lifted and one of the grease casings on the hydraulics was full of shavings. The tractor is back at the City Garage. Councilman Fink stated that his concern is that he would hate to see the Airport shut down because we have propeller strikes because of the grass. We can't afford to be out of business just because people don't like the lawn mower they are provided.

Mayor Keene asked Mrs. Jankosky if she could get an estimate to repair the tractor and mower because it is unrealistic that the Airport can be mowed with the Dixie Chopper. Mayor Keene stated that the Council needs facts, what is the cost to put the equipment back in service, or figure out some way to collaborate to hire the mowing out. Mrs. Jankosky replied that the City put \$5,000 into the tractor and at some point you have to stop. The hydraulics were drained and it is working now but we don't know how long. We have replaced a lot of intermittent type problems. She reviewed used tractors on the equipment trader and a new tractor starts at \$25,000. She did find a Kubota 50 horsepower for \$7,000. Mayor Keene asked for some criteria, cost to repair the tractor, replace the tractor or farm the mowing out. He added that there are some farm implement equipment auctions out there and good deals like the one on Highway 66. The Council needs some detail in order to give direction. The Dixie Chopper won't do for the amount of mowing that needs to be completed at the Airport.

Mr. Greg Smith stated if they got the mowing down where they can deal with it they could maintain it with the Dixie Chopper once per week. He continued that the Airport hasn't changed since the beginning of the contract. The Airport was previously mowed with a 6-foot bush hog. Mr. Hilton mows around the 3 hangars up front with a Sears mower on a regular basis and it looks the way the runway should look. He referred to the Air-Cadia contract Article 3 and read "in lieu of payment, Air-Cadia sole option to provide personnel to perform the following Airport management and maintenance services; mowing of the runways and taxiway and airport lighting." He added that Air-Cadia calls an electrician to come in at the expense of the City.

Mr. Smith stated that if it takes someone to sit on a mower all week long for 8 hours a day it is in the contract to supply that service. Mrs. Jankosky replied to Mayor Keene that the City provides the mower and tractor. Councilman Fink inputted so that they are talking apples to apples Mr. Cordes is in charge of the Cemetery mowing and asked if the grassy area at the Cemetery was a similar size to the Airport. Mrs. Jankosky replied that when they looked recently at some Cemetery issues it was about 50 acres. Mr. Smith replied that the runway, taxiway and ramps are about 30 acres. Council agreed for the City Administrator to return with additional information regarding repair to the tractor, replacement of tractor or farming the mowing out.

#### 13. Fly-In / Drive-In Spot Landing Event at Airport – Aviation Day Committee

Mrs. Jankosky reported that the Aviation Day Committee would like to hold a Fly-In/Drive-In Spot Landing Event on November 3, 2012 at the Airport. The Airport Advisory Board recommended approval.

**A motion was made by Councilman Heine and seconded by Councilman Fink to approve the Fly-In/Drive-In Spot Landing Event at Airport on November 3, 2012. The motion carried 5-0.**

#### 14. Options on JPMorgan Municipal Derivate Class Action (City Attorney)

Attorney Wohl reported that the City received notice that they were a potential claimant in a class action with JPMorgan Municipal Derivate case and they agreed to settle. He called the hotline and they said that the City is a potential claimant but will not be sure until the settlement is reached. He stated that the City could opt to stay in as member of the class and get paid its portion or the City can opt out and litigate on their own not as a part of the settlement. He asked for guidance from the Council to remain a member of the class and receive any settlement proceeds or opt out and take on JPMorgan on our own. He recommended strongly to remain in the class action. Mayor Keene agreed.

**A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to remain in the class action regarding the JPMorgan settlement. The motion carried 5-0.**

### PUBLIC HEARING

#### **15. RESOLUTION NO. 2012-10; A RESOLUTION AUTHORIZING THE COUNCILMAN TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) FEDERAL FISCAL YEARS 2012 AND 2013 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND OTHER RELATED FEDERAL AND STATE NEIGHBORHOOD REVITALIZATION GRANTS AND PROGRAMS, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES**

Resolution no. 2012-10 was read by title only.

Mr. Antonio Jenkins, Guardian, reviewed the required legal disclosures and noted this was the 2<sup>nd</sup> Public Hearing regarding application to the Florida Department of Economic Opportunity (FDEO) for the CDBG grant program.

A motion was made by Councilman Heine and seconded by Councilman Fink to adopt Resolution No. 2012-10 as presented. The motion carried 4-0 with Deputy Mayor Frierson abstaining.

**16. RESOLUTION NO. 2012-11; A RESOLUTION REGARDING THE EXPENDITURE OF LOCAL FUNDS ON SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ELIGIBLE ACTIVITIES AS LEVERAGE FOR THE FFY2012 COMMUNITY DEVELOPMENT BLOCK GRANT, NEIGHBORHOOD REVITALIZATION APPLICATION**

Resolution No. 2012-11 was read by title only.

A motion was made by Councilman Heine and seconded by Councilman Fink to adopt Resolution No. 2012-11 as presented. The motion carried 4-0 with Deputy Mayor Frierson abstaining.

**ORDINANCES**

**17. ORDINANCE NO. 977; SECOND AND FINAL READING OF AN ORDINANCE AMENDING SECTION 2-116 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA TO AMEND THE REQUIREMENTS FOR SIGNING OF CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (City Attorney)**

Ordinance No. 977 was read by title only.

A motion was made by Councilman Heine and seconded by Deputy Mayor Frierson to adopt Ordinance No. 977 as presented at second and final reading. The motion carried 5-0.

Councilman Fink readdressed the approval of the consent agenda item minutes of August 21, 2012. Councilman Fink made a motion requesting that page four, item number 9, Specific Authorization No. 15, CDBG Engineering Assistance, be changed to reflect Deputy Mayor Frierson abstaining from the vote. The motion was seconded by Councilman Heine and carried 5-0.

A motion was made by Councilman Fink and seconded by Councilman Heine to approve the August 21, 2012 Council Minutes as amended above. The motion carried 5-0.

**COMMENTS FROM DEPARTMENTS**

**18. City Marshal**

Captain Matt Anderson replied to Mayor Keene that the investigation into the email has been closed pending any further information received. They were unable to determine who sent the email at this time.

**19. Attorney – No report**

## 20. City Administrator

Mrs. Jankosky reported that the Water Company of America would be glad to give a presentation to the City Council regarding their audit services. The workshop was scheduled for October 16, 2012 at 5:30 p.m.

Mrs. Jankosky reported that in changing over the health insurance to United some enrollment questions on retirees came up regarding supplements. She added that there is nothing in policy concerning retirees. Mrs. Jankosky replied to Councilman Fink that the policy does not dictate in any way that we provide retiree health and supplemental insurance. Councilman Fink responded that we need to address that and look at how other communities deal with this and as a policy instead of catch as catch can.

Mr. Tom Guidry, DeSoto Insurance, explained that the Florida Blue (formerly Blue Cross) insurance now has retirees on the group plan and some retirees who have Medicare and supplements. He continued that when we switched to United they do not cover those retirees over 65; those enrollees have to enroll in Medicare with the supplement. He explained that going to Medicare with a prescription plan the cost to the City is half to a third of the cost of paying through group premiums. He stated three employees were switched to Medicare this week saving \$13,000 in premiums. The Medicare Benefits are great, no deductible, no co-pay and you can see any doctor. Mr. Guidry stated that the City needs a protocol as to how you will treat these retirees and their health insurance. He explained that they enrolled the last employee today and progressing fine with the switch over to United. He is hoping all employees will have their cards by October 1, 2012. He noted that former Administrator Mr. Strube said with Medicare that doesn't include prescription. The prescription plans are hard to figure out because it is a customized item as no one has the same medications and there are currently 33 plans. His suggestion is to say if you supply this as a benefit you let the retiree choose and set a limit up to a certain dollar amount. Mayor Keene asked the cost of a typical prescription premium plan. Mr. Guidry replied about \$41.80 per month for the preferred plan. The average cost for drug plans range from \$30 to \$31 per month but any type plans can range from \$15 to \$120 per month. Mrs. Jankosky responded to Mayor Keene that this is a benefit the City has been providing. Deputy Mayor Frierson pointed out that Mr. Strube's health insurance was part of his retirement package so we may not be able to force him onto Medicare and it may be a contractual obligation. Mr. Guidry replied that after he explained to Mr. Strube the benefits of Medicare he seemed quite happy however he was concerned with the part b. Councilman Fink stated that that the Council needs to set an amount that they will provide all the same coverage. He asked if there was consensus to have Mrs. Jankosky bring some information on changing the personnel policy regarding retiree health insurance. The Council agreed.

**PUBLIC** (PLEASE LIMIT PRESENTATIONS TO FIVE MINUTES)

Mr. Jerry Cordes stated that Councilman Fink did not want to raise the millage rate and put the burden on the citizens and Mayor Keene had issues with the Golf Course budget. He asked why we are putting \$60,000 into the Smith Brown Gym when we can repair a lot of roads. Mayor Keene replied that no one wants to repair the roads more than he does. Mayor Keene stated that the Smith Brown Gym is a community asset that needs to be maintained in workable operation. Councilman Fink agreed that was his concern as well. Mayor Keene agreed that he doesn't like to spend more than he takes in and the Council has asked the Golf Course to present us with a balanced budget. Mr. Cordes asked then why do you spend \$60,000 on repairs for a building that doesn't bring in any money. Councilman Heine replied that Council voted to make the repairs so let's let it lay at that. Mayor Keene applauded Mrs. Jankosky for

getting people to assist with the Smith Brown improvements. Councilman Fink stated until we start assessing a fee for recreational usage such as the Smith Brown Gym and the Speer Center those things are just a part of what we provide as a City and community enhancements. Mayor Keene stated if we look back at the minutes, he thought they voted unanimously to do those repairs and he took offense to the singling out of a Council Member that we are not minding the store. Mayor Keene stated that he appreciated the Department Heads bringing forward information and none of this is taken lightly.

Dr. Lorenzo Dixon stated that on the records in previous years some folks refer to down there, over yonder and he always corrects them that the SW section is a part of Arcadia, it's about Smith Brown Gym and you need to be respected that you voted on that. It is a one time repair not every year like the Golf Course.

Dr. Dixon stated when it comes to Mr. Hilton, he doesn't know him, but talking about his lease, he suggested that Council and the Attorney be certain there is equality across the board whether to grant him the continuation of his father's lease. He continued that there are others in the room that inherited their ancestors lease and that person is Mr. Gary Frierson who inherited his father's lease so if it's good for the duck it should be good for the turkey. That should be done for others and in fairness. Deputy Mayor Frierson replied that she had nothing to do with it, he didn't leave it to her he left it to her husband. Dr. Dixon asked is that your husband. Deputy Mayor Frierson replied yes but she has nothing to do with the lease.

Dr. Dixon stated that he meant to bring his Sunshine Book, it states that any form of communication whether verbal, mail, written, not from you Mr. Attorney, you can pass notes, you are not an elected official. Attorney Wohl replied that is correct. Dr. Dixon continued that elected officials are bound by the Sunshine Law. If they start passing notes, saying different things, on the record, we did not get the entire pad which me and several others saw several notes being wrote. Deputy Mayor Frierson replied that is not true I have the pad right here. Dr. Dixon replied that he was sure she had the pad now. Deputy Mayor Frierson replied don't stand there and tell a lie. Dr. Dixon stated that he asked for her entire pad with her notes and she had the right to turn in that pad. Deputy Mayor Frierson stated that was the only note she wrote and don't stand there and lie about it. Dr. Dixon said we saw the couple of notes you wrote. Deputy Mayor Frierson stated no that he did not. Mayor Keene asked Dr. Dixon to get to the point, he exceeded his time. Mayor Keene stated he didn't want anyone leaving here thinking he didn't give them their time.

Dr. Dixon stated that he thinks people are being too hard on the Minnears. They are doing the best they can however you have to give them the right equipment they need to do the job. He suggested that the City is spending \$60,000 for a prison crew who could go out there once a month or biweekly to mow. Mrs. Jankosky replied to Mayor Keene that the contract is about \$58,000 and the City does own the equipment.

Attorney Wohl clarified that Council Members are allowed to send unilateral correspondence to others provided there are no interactions or direction on taking votes. He added there were a number of reasons he could not tell them at the time whether that was a violation of the Sunshine Law. It's not a violation to do that but as it happened the other night it does cause a chilling effect to the public who may not know. He stated that inaudible discussions are chilling as well but not necessarily a violation however we are here for the public.

Mr. Greg Smith stated that we can only go back five years for non-payment of insurance from Air-Cadia and suggested with collection of the insurance owed they might have enough to buy a

tractor. He stated he would hate to see us lose another year. Mrs. Jankosky replied that we didn't dig into that part of it however Air-Cadia corrected the hangerkeeper and fire liability portion. Mr. Smith replied that the City is working on a slim budget, Air-Cadia is supposed to provide tie-downs, chocks and ramp. He added that someone was going to move their plane here but went to Zephyrhills instead, because they had to scrounge around for ropes to tie down. We need to address that because there is not sufficient rope and chocks.

Councilman Fink asked why we have not gotten into the issue with the Airport insurance. Mrs. Jankosky replied that Air-Cadia corrected the fire liability and hangerkeepers and there was vague discussion on the building insurance that the City was covering. Air-Cadia was told by former Administrator Strube that they didn't have to pay. Attorney Wohl stated that the City Administrator is not authorized to waive a contract on behalf of the City or waive the insurance. Councilman Fink replied that if that's the case we don't have any way of doing anything but ask for that money and we are remiss if we don't ask. We expended City money that has not been budgeted, has not been allocated and we have no record of why that was spent. Attorney Wohl stated that you would be remiss in the contract and the contract states that no modifications will be made unless in writing and signed by all parties. Attorney Wohl added that the former Administrator's oral statement that you don't have to make the payment wouldn't cut under how the contract is written. Councilman Fink suggested that the City write a letter of intent that they need to pay the insurance because times are way too tight. Mr. Smith asked was it correct we can only go back 5 years. Attorney Wohl confirmed that it would be difficult to go back any further and for details he would prefer a shade meeting.

Mayor Keene stated that he did feel like the contractual obligation to pay the insurance should be done, but he hated to penalize Air-Cadia for taking what the former City Administrator said in good faith. Mayor Keene asked Mrs. Jankosky what was the amount of the insurance owed. Mayor Keene asked for Mrs. Jankosky to gather the amounts and revisit this to see how they could abate the situation.

Mrs. Valerie Gilchrest, Homeless Coalition, thanked the Council for approving the repairs to the Smith Brown Gym as it provides an outlet for the youth. Her goal is to help and establish goals for the community and possibly in the future hire someone part-time to oversee some programs and invite more children. She thanked the City Administrator in assisting her in locating a site for the monthly food distribution.

### **MAYOR AND COUNCIL MATTERS**

Councilman Fink asked about events because the City doesn't do much but when events are held we need to acknowledge those people. These events could also be supported through Proclamation. He requested if staff could go through a listing and see if anything is coming forward to deal with people in the area that have the events and return with suggestions so we make them feel part of the city. Mayor Keene agreed and noted that this month is National Prostrate Awareness Month and next month is Breast Cancer Awareness Month.

Councilman Fink requested a review of the personnel policy concerning terminations and the Council's responsibility when an appeal is brought forward. He stated that we hire the City Administrator to manage day to day operations and to hire staff. He continued that he did not vote the way the rest voted on the issue and he was ill at ease with the entire procedure. We hire the City Administrator to take care of that operation, and if we don't trust her to take care of that then we need to replace her, not micromanage her, and allow her to hire and fire at will because that is what we hired her to do. We need to rethink that portion of the policy because it is convoluted in looking at a Council-Manager form of government. Since the procedure was in

there he had no problem with them doing it but he doesn't want to do it again and if we trust her judgment as the City Administrator we should trust her in all aspects. Mayor Keene agreed that the procedure was uncomfortable during the appeal process and it might be worthy of looking at because we are a Council-Manager form of government. Attorney Wohl and the City Administrator will review and bring back suggestions to the policy.

**ADJOURN**

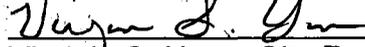
There being no further business the meeting adjourned at 7:45 p.m.

**APPROVED THIS 2<sup>nd</sup> DAY OF October, 2012.**

By:

  
\_\_\_\_\_  
Keith Keene, Mayor

ATTEST:

  
\_\_\_\_\_  
Virginia S. Haas, City Recorder



# NOT FORNARD UNIVERSITY ADUNA MOUNTAIN STATE DEPARTMENT OF THE ARMY AND THE AIR FORCE

DEPARTMENT OF THE ARMY AND THE AIR FORCE  
ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

## ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

## ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

## ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

## ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

## ADUNA MOUNTAIN STATE

ADUNA MOUNTAIN STATE  
ADUNA MOUNTAIN STATE

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Alice Frierson, hereby disclose that on September 18, 20 1212.

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Abstained from Resolution No. 2012-10 and 2012-11.

Own investment property located on or near areas of interest for CDBG grant funding. (Bridle Path)

9/25/12  
Date Filed

Alice Frierson  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

On this date, I, the undersigned, was present at the following location:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IDENTIFICATION OF SUBJECT OFFICER & TEST

Name of Subject Officer: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_