

**CITY COUNCIL OF EDGEWATER
SPECIAL MEETING
FEBRUARY 23, 2010
6:00 P.M.
COUNCIL CHAMBERS**

MINUTES

1. CALL TO ORDER

Mayor Thomas called the Special Meeting to order at 6:00 p.m. in the Council Chambers.

ROLL CALL

Mayor Michael Thomas	Present
Councilwoman Debra Rogers	Present
Councilwoman Gigi Bennington	Present
Councilwoman Harriet Rhodes	Present
Councilman Ted Cooper	Present
City Manager Tracey Barlow	Present
City Clerk Bonnie Wenzel	Present
City Attorney Carolyn Ansay	Present

INVOCATION, PLEDGE OF ALLEGIANCE

There was a silent invocation and pledge of allegiance to the Flag.

2. CITIZEN COMMENTS

There were no Citizen Comments at this time.

3. PUBLIC HEARINGS, ORDINANCES AND RESOLUTIONS

- A. 2nd Reading, Ordinance No. 2010-O-01; Amending the Comprehensive Plan to include text creating a new Restoration Sustainable Community Development District Future Land Use Category, the Future Land Use Map and Map Series of the Future Land Use Element and other applicable Elements and Map Series

City Attorney Ansay read Ordinance 2010-O-01 into the record.

Development Services Director Darren Lear made a staff presentation.

Councilwoman Rogers asked if DCA had signed off. City Manager Barlow informed her yes.

Mayor Thomas asked if any members of the public wanted to address the Council.

The following citizens spoke:

Dominic Capria, 606 Topside Circle, was confused. He said the meeting was for 6:00 p.m. and he asked if they were already at Public Hearings/Ordinances. Councilwoman Rhodes informed him yes. Mr. Capria asked why. City Clerk Wenzel stated this was a special meeting. Mayor Thomas also informed him it was a special meeting. Mr. Capria stated he realized that but that it started at 6:00 p.m. Councilman Cooper informed him it was 6:10 p.m. Councilwoman Rhodes informed him it was 6:08 p.m. Mr. Capria stated he knew that and that it was 6:04 p.m. He stated they didn't have a chance to get into anything because they started earlier. Mayor Thomas stated they didn't start earlier. Councilwoman Rhodes stated they start at 6:00 p.m. all the time. Mr. Capria stated that is what she says but he says they did. Councilwoman Rhodes informed him they hadn't discussed anything yet and this was the first thing they were discussing. Mr. Capria asked if he could get up again. Councilwoman Rhodes informed him he could at the end of the meeting.

Councilwoman Rogers informed Mr. Capria they had citizen comments prior to this and asked him if he didn't hear that. Mr. Capria informed her no. He stated either the City's clock was wrong or his clock was wrong. It was determined the City's clock was not correct.

Richard Burgess, speaking on behalf of himself and ECARD, entered a letter into the record, objecting to the adoption of this ordinance and the related DRI amended development order for the Restoration project, which was read by City Clerk Wenzel.

Due to there being no further comments from Council, Mayor Thomas entertained a motion.

Councilman Cooper made a motion to approve Ordinance 2010-0-01, adopting the remedial plan amendments consistent with the Stipulated Settlement Agreement between the City and DCA concerning DOAH Case No. 09-2080GM, second by Councilwoman Bennington.

The MOTION CARRIED 5-0.

- B. 2nd Reading, Ordinance No. 2010-0-03; Amending and restating the previously adopted development order approved pursuant to Section 380.06, Florida Statutes for the Restoration Development of Regional Impact for real property generally located northwest of the intersection of I-95 and SR 442

City Attorney Ansay read Ordinance 2010-0-03 into the record.

Development Services Director Lear made a staff presentation.

Mayor Thomas asked for Council comments.

Councilwoman Rogers had a question for the attorney regarding what was read recently into the public record through ECARD. She asked if they had any comments regarding the validity of that, what the gentleman tried to point out trying to tell them not to sign. What was read into the record would also pertain to this. City Attorney Ansay stated the statement that was read into the record on the last agenda item is different and does not apply to this agenda item because there is a specific procedure set forth in Florida law to deal with a compliance or stipulated settlement agreement pertaining to a Comp Plan Amendment. This is a separate case related to the development order. The rules of the road for how to deal with that case verses this case are different. On the previous issue, essentially the two comments were that there is an allegation that the process set forth in the Statute for negotiating a compliance agreement was not followed by DCA and there was an allegation that the Plan Amendments did not go through the VGMC process at the County. As far as it relates to the process set forth in Florida Statutes for the negotiating meetings, those were driven by the DCA. Those requirements are on them to conduct the meetings. They did conduct the meetings. For well over a year now they have been in discussions with DCA. In all those meetings representatives of ECARD were either present or participated or in some cases started to participate and then hung up but they were always in the loop. From her perspective she didn't think DCA did anything wrong in the way they conducted the proceedings under the Statutes. As it relates to the VGMC process, the revised plan amendments, the way the process works is they went through VGMC the first time when they enacted these last year in the original form. When they go through the compliance process VGMC has a specific rule and the County ordinance that says they basically have to provide the updated version, meaning the remedial amendment, which Council just adopted, to them so they can determine whether it changes anything in their original analysis. As soon as they had final sign off by DCA that was submitted by Mr. Lear to VGMC Staff and today VGMC essentially provided a letter that says they didn't think it changed anything so their determination that they made before that it was consistent and didn't cause any problems remained in effect. It has gone through the process and VGMC has issued its certification. They are confident they have no problems there.

Mayor Thomas asked for further Council comments and citizen comments. There were none at this time so Mayor Thomas entertained a motion.

Councilwoman Bennington moved to adopt Ordinance 2010-0-03, amending and restating the previously adopted DO for the Restoration DRI, second by Councilwoman Rhodes.

The MOTION CARRIED 5-0.

4. OTHER BUSINESS

A. Amendment No. 3 to the Edgewater Harbor Planned Unit
Development (PUD) Agreement to extend the expiration date by
120 days

City Manager Barlow made a staff presentation. He pointed out for the record the letter he received from the VCSB where they have reimbursed the developer for the school impact fees. Once they go through their permitting process they would have to repay those school impact fees at today's rate. He also pointed out none of the City impact fees had been paid.

City Manager Barlow commented on the owner, Robert McMillan, allegedly being out of the country who has authorized Daniel Michelbrink and Keith Webb & Associates, which he believed was McMillan's attorneys group, to act as an agent for the 120-day extension of the PUD agreement only. He was informed Keith Webb & Associates was the proposed developer.

Mayor Thomas asked for Council comment. Councilwoman Rhodes wanted to hear from the agent first.

Daniel Michelbrink, 627 Yupon Avenue, New Smyrna Beach, introduced himself.

Councilman Cooper asked for a synopsis of why they are asking for this extension. If he understood City Manager Barlow correctly, they had a prospective buyer. Mr. Michelbrink informed him he represents Keith Webb & Associates who was the prospective buyer.

Mr. Michelbrink explained what they were trying to do was extend the PUD for 120 days in order to facilitate Keith Webb & Associates purchasing the property from Hawk McMillan. At that point they would move forward with the development.

Councilwoman Rhodes asked if this was a for sure deal. Mr. Michelbrink informed her Keith Webb & Associates has proven to him that they have the means to do this project. In this market they have development projects underway in the Bahamas and down in Melbourne. It is contingent on making a deal with Mr. McMillan in order to be able to purchase the property at a reasonable price in order to make the deal work. That was why he requested Mr. McMillan give him authorization to request the 120 day extension so they can try to put something together. If that doesn't happen, the foreclosure proceedings have already started. He is trying to facilitate to get Keith Webb & Associates to be able to purchase the property and move forward with it.

Councilwoman Bennington stated so at this point there is no letter of intent and they haven't really negotiated about buying the property.

Mr. Michelbrink informed her the whole process started about four or five weeks ago and with the expiration of the PUD being so close, they decided this would be the first step in the process because of the value that the PUD adds to the property.

Councilwoman Bennington stated if this sale were to go through they would develop it exactly the way it has been presented to the Council now. Mr. Michelbrink couldn't say exactly. The townhome idea and the marina and the retail on the waterfront is appealing to Keith Webb & Associates. Councilwoman Rhodes stated it would have to be developed according to the PUD. Mr. Michelbrink stated and that is what is in the PUD. Councilwoman Rhodes asked him if they could do it in 120 days. Mr. Michelbrink informed her no, absolutely not. Councilwoman Rhodes stated so they would need a new PUD anyway. Mr. Michelbrink stated what they can do in 120 days is facilitate the purchase and then they would most likely require another extension to get a shovel in the ground and get something going.

Councilman Cooper stated all this is doing is allow the purchase offer to go through so they can hold the bank off from foreclosure and then they are going to have to come back and extend anyway. Councilwoman Rhodes stated or try to extend. Mr. Michelbrink stated if they get the 120 days to facilitate the purchase they would most likely come back and ask for another time frame in order to get the permits to start doing some work.

Councilwoman Rogers asked Mr. Michelbrink if he had presented anything to the City Manager's office regarding the stability of Keith Webb & Associates. Mr. Michelbrink stated no he had not. Councilwoman Rogers asked how the other developments were going. Mr. Michelbrink informed her they were going quite well. Councilwoman Rogers stated that was his word and that he didn't have any evidence to prove otherwise. What they are asking for is a 120 day extension and pretty much all that is going to do is change the name of the ownership on the property and then they are going to come back and ask for more extensions. That was what she was hearing.

Mr. Michelbrink informed her that was most likely the scenario because in 120 days to go through the process of purchasing the property and then physically getting permits and physically doing some work is very unlikely.

Councilwoman Rogers asked since the property was in foreclosure if there was one loan on the property or how many loans there were on the property. Mr. Michelbrink informed her it wasn't in foreclosure yet. Councilwoman Rogers stated he said foreclosure. Mr. Michelbrink informed her the first hearing for the foreclosure proceedings was cancelled so it hasn't foreclosed.

Councilwoman Rogers again asked how many loans were on the property. Mr. Michelbrink stated that he was aware of, one loan from Trans Capital Bank in Miami and there was one judgment against the property. Councilwoman Rogers asked approximately how much that loan was. Mr. Michelbrink informed her approximately \$4.5 million. Councilwoman Rogers asked about the judgment. Mr. Michelbrink informed her it was over \$200,000. Councilwoman Rogers asked what the judgment was pertaining to and if it was personal that was attached to the property. Mr. Michelbrink informed her yes.

Councilwoman Rogers was thinking back originally when the City had this property for the whole 30 minutes. She spoke of there being multiple developers proposing what they would do with the land and everybody promised the City all kinds of things. She recalled the \$500,000 a year in taxes that the City was going to receive which they have lost. She suggested they give them a 120 day extension with a reverter clause added in the contract that if it does not close in 120 days, that property reverts back to the City. That was in the initial contract. Because the closing occurred so quickly, the reverter clause was taken out. They had no negotiating room when they last heard this back in 2007. Mr. Michelbrink stated he didn't own the property. Councilwoman Rogers felt the man should have been at the meeting because this is most serious. Councilwoman Bennington questioned how they can negotiate with him when he is out of the country. Mr. Michelbrink stated he didn't represent Hawk McMillan, he represented Keith Webb & Associates. They are trying to make a deal with Hawk McMillan. Hawk McMillan has an attorney here that is his eyes and ears and he is the person that has been designated to negotiate with them.

Katie Gierok, 1015 Munster Street, Orlando, explained the reason they set this up as a 120 day extension was so within that 120 days they can come to them with a buyer who has the credentials to do this. It is almost done as an insurance policy to the City because she knows the City is in no mood to give them a two or three year extension on something that has been going on this long. Speaking on Mr. Michelbrink's behalf and her behalf they both like this property. They like the development. They have a lot invested into this property as does the City. The way they thought to best set this up, really if they do 120 day extension, they are trying to make it at no risk. If they can get a deal together, then they can come to Council and ask for that extension on a two year and they can give them some secure understanding of where they are, that this developer is qualified and that he can move forward. If they don't get the 120 day extension it is going to go into foreclosure. If they can't get it extended there won't be a buyer because the rights and entitlements that go along with the property that makes it worth its value over what it was purchased at are going to go away and now it's not worth as much as it is today. It is worth less and it can't be sold. At that point then the bank is going to take it and keep it and then it

goes into foreclosure, they have no control over who gets it. It will go and the bank will decide who gets it and there will be no entitlements but they also lack a certain amount of control over the property.

Councilwoman Rhodes stated anybody that gets it is going to have to negotiate a PUD with the City. Councilwoman Rogers stated they do have control because the property has been annexed. Councilwoman Rhodes stated they have as much as control as when Hawk McMillan came here and gave them the whole song and dance. She wasn't adverse to this only because she thinks they lose nothing by waiting 120 days. The upside to that is at the end of 120 days they may be able to negotiate a deal which puts people to work in this City. Ms. Gierok stated that is all they are asking. Councilwoman Rhodes stated she knew but let's be clear. She doesn't care about Hawk McMillan or you or you. Mr. Michelbrink stated they don't care about Hawk McMillan either. Councilwoman Rhodes stated it is not her job to make things easy for Ms. Gierok or to put money in her pocket. Ms. Gierok stated she understood but it is her job to try and make this palatable to the City. Councilwoman Rhodes stated one of the things Ms. Gierok said was that they had a lot invested in this. Ms. Gierok stated she does. Councilwoman Rhodes stated and she granted her that but it isn't her job to care if she had a lot invested in it. It is her job to care about the citizens of this City. She doesn't think the City loses anything by waiting 120 days. They have waited this long. Nothing has been done with it. If they don't grant this amendment, then in 120 days they are still going to be here with no end in sight. Maybe this is an end in sight, maybe it's not but they lose nothing by allowing them an opportunity.

Mr. Michelbrink stated their investment is not a financial investment. They put this project together and they had a dream of seeing it come true. Councilwoman Rhodes stated but at some point it is going to be financial. Mr. Michelbrink commented on it being a financial benefit for the rest of the community as far as jobs. Councilwoman Rhodes stated and that's what she cares about.

Councilman Cooper commented on discussion about it not hurting them one way or another if they wait the 120 days. They have lost revenue for seven years on a property he probably could have turned over to someone else and been making the revenue by now. There is nothing in this for the City. It seems to him that right now they are allowing another amendment with nothing back to the City for someone else to buy a property at a low price and they get rich. They have lost a tremendous amount of revenue. It's in the millions. Councilwoman Rogers stated \$3.5 million.

Councilman Cooper stated and they walk out of there with nothing again and they might be able to grab a piece of property for under \$5 million that is probably appraised at \$15 million. The City has been

losing revenue for a long time. He had 25 questions that he knew he didn't want to answer or entertain but because of those facts he would suggest that they ask the council to come together with a workshop and put together what might make this City agreeable with giving him another PUD amendment or extension with some additions they might want to sit with the attorney and add on because the City should be paid for what they have lost for the last seven years. They are just looking for a real estate value and this City has lost tremendous revenue for seven years. If the Council would entertain something of that nature and they were willing to sit down with them with a prospective buyer and someone that represents the exiting owner they would be more than happy to sit down and come up with a value that the City deems necessary that it should be owed for some of these losses. Councilwoman Rhodes stated these people don't owe the City money. Hawk McMillan owes the City money. Councilman Cooper stated he understood that but if they are going to buy it they are going to make a lot of money. Councilwoman Rhodes asked Councilman Cooper if he was going to make everybody that buys real estate in the City of Edgewater pay the City something. Councilman Cooper stated no, he was just talking about the seven years that they have been delinquent and haven't developed. Councilwoman Rhodes stated they aren't delinquent. Councilman Cooper stated he wasn't saying they were. He understood what was happening with the new buyer. They can't turn a blind eye to what is happening with the exiting owner. The exiting owner is going to have a windfall and the exiting owner is where there grievance is. What he was saying was they shouldn't be biting the bullet of these taxpayers or every time Mr. McMillan wants an extension and that revenue has not been paid, our ad valorem is one of the highest in the County because they don't have this little feature coming in and paying taxes. He would like to sit down with them and negotiate with Mr. McMillan and his attorney to see if there is some kind of compatible agreement that can be set forth where the City doesn't lose all the time. He recommended they put a workshop together.

Councilwoman Rhodes stated it's not these people's fault. They have to do this by March 5th so a workshop has time constraints on it but even say they put a workshop together, their real estate deal is none of her business. Hawk McMillan came to them years ago and there were four or five projects and she personally did not vote for Hawk's but that is neither here nor there. Everybody else did. They can't undo all the lost revenue that they think they should have had all these years from whatever property owner it is. She doesn't think that is feasible and it is wrong. Whether they give them the 120 days or not they are going to be at this exact same place. She sees nothing wrong with giving them 120 days. Try to get this deal together and try to get Edgewater some money.

Councilwoman Bennington agreed with Councilwoman Rhodes. She felt at this point a workshop would be futile. It's not going to produce anything. It's not their fault that this has gone on. They are

trying to remedy it. She doesn't see where the City would lose giving them 120 days to try to put this together. If it doesn't go together in 120 days then it goes to the bank and they have lost anyway. If it does go, then maybe that is when they need to come back to Council when they are asking for the extended time and lay down these things that Councilman Cooper has asked for and have a meeting with Council and clear it up so they know exactly what they are doing and what they are planning. When they ask for the extension that is when these questions need to be answered. She didn't see where the City would lose in 120 days if the contract doesn't go through. She doesn't have a problem with giving them 120 days at this point.

Councilwoman Rogers was remembering the last time Mr. McMillan was before the Council. She remembered Council comments when certain individuals voted to give him the extension. They said they would not vote for another extension. Councilwoman Rhodes stated that was right. She said that and she pointed her finger right at him. Councilwoman Rogers stated she was upset because he wasn't there and this is serious. Nothing has happened since then and the reason some Council people voted to give him the extension was because he kept eluding and trying to accuse the City of causing him delays and problems and then the attorney they had at the time indicated there could have been some potential liability. She felt that kind of swayed some of the Councilmembers voting to allow for this extension. This extension is here. Today is D-Day. He is not here. She doesn't believe anything different is going to happen in 120 days. She stated let's deal with it and get on with life right now. They give a 120 day extension. It is only if there is a reverter clause and that would be the Council being prudent in her mind because this land, there are a lot of things that were said on the public record that decisions, agreements did not address, one of them being the issue with the odor. There was all the talk about the City paying a third, Hawk McMillan paying a third and potentially Boston Whaler paying a third if they annexed into the City, which she didn't believe they had. There was always the concern about this property being developed as a residential and multi-family adjacent to Boston Whaler. They have a host of problems. She commented on concerns that Hawk felt he shouldn't have to pay for this odorous cleaning. She sees this as being an issue that is going to continue with them. She suggested they vote no tonight because obviously they can't allow them to put a reverter clause. Mr. Michelbrink can't do a reverter clause and Mr. McMillan wasn't there and this is serious. He knew this date was coming up. She says no, absolutely not and that was the way she voted three years ago and she said this wouldn't come around. In the newspaper it indicated the developer is going to pay \$24 or \$27 million for the property. Mr. Michelbrink disagreed and didn't know where that came from. Councilwoman Rogers asked how much the property in ParkTowne sold for per acre. City Manager Barlow thought it was \$100,000 per acre. Councilwoman Rogers stated Mr. McMillan bought this property for \$50,000 per acre and he stands to gain anywhere

between five to eight times that amount and he isn't here tonight? She is speechless. He should have been there. She felt Council would have more mercy on him if he were there. She is sticking to her guns, reverter clause or no extension.

Mayor Thomas stated let's say we give them the extension and then in 120 days the property sells and everything goes hunky dory. How high can they build? City Manager Barlow stated on residential they can go to 50 feet and on commercial they can go to 60 feet. Councilwoman Rhodes stated for the next 120 days. After that they have to negotiate a new PUD and it can be whatever they negotiate.

City Manager Barlow stated the other piece he wanted Council to consider was he wanted Carolyn to walk them through as it relates to the boat slip allocation duration which is a little different than the duration of the PUD. Presently it says in the event the developer has not secured such authorization within the three years of the date of the agreement the right to construct said slips shall lapse and any development of slips shall be determined by the City. If he understood that correctly, if they agree to continue for 120 days they need to reference that as well on the boat slips and their desire whether to extend that as well or let that terminate.

City Attorney Ansay thought there were two key dates they were about to trip and the first was the duration of the agreement which includes the bulk of the rights under the agreement but the other has to do with the allocation of the boat slips. When that language was placed in the agreement it was understood the City was taking a large number of its allocated boat slips under the Manatee Protection Plan and allocating them to this particular project so there was a time period put in there for the developer to go out and receive the State, Local and Federal permits that would be necessary to even get those slips, which is a huge if and was a huge if back then and remains an even bigger if today. Those permits to the best of her knowledge have not been obtained and that three year time clock is about to expire on March 5th as well. There is no way that will happen by that date and there is no way that will happen in 120 days based on her knowledge of where that permitting process ended up after Mr. McMillan essentially abandoned the effort. That is a separate issue, separate and apart from amending the duration of the agreement. If they just amend the duration period of the agreement and give 120 days, that provision will lapse and will have to be readdressed. If the Council was seeking to and intends to amend that provision of the agreement as well, that would be a separate amendment they would have to make today and incorporate into language that would have to be executed by both parties prior to the expiration date in order for it to be effective and not subject to any challenge by those that may seek to do so.

Councilwoman Bennington asked Mr. Michelbrink if they were anticipating purchasing this property with the boat slips. Mr.

Michelbrink informed her yes and wanted to address the comments on the permitting of the boat slips. That permit is done and St. Johns required the \$300 a boat slip be paid before they would issue the permit so the process stopped because Mr. McMillan didn't pay his taxes and didn't pay for the boat slips but the permitting process was completed and it was continued.

Councilwoman Rogers asked how it could be completed and continued at the same time. Councilwoman Bennington added without money. Mr. Michelbrink stated because they didn't pay the fees.

Councilwoman Rogers asked when that was initiated. Mr. Michelbrink informed her it was initiated years ago. Councilwoman Rogers stated if it was years ago she was sure they lost the opportunity to even have the permits.

City Attorney Ansay stated she had a conversation with the consultant that represented Mr. McMillan in the permitting process and the impression she was given was that there was an opportunity to receive a pretty favorable outcome that was essentially lost by Mr. McMillan. The impression she was given was that it's not a function of running up to Palatka and tendering \$300 per slip and it's a done deal. That was definitely something the City needed to consider.

Councilwoman Rogers stated permits do expire. Mr. Michelbrink commented on them never being paid for. Councilman Cooper stated this one was never paid for so it was never issued. So there's no deal and he has no permit.

Councilman Cooper stated in the many real estate deals he has been involved with and the millions of dollars, he asked if the City had a better position to negotiate with the prospective owner and outgoing seller at this time better than they will after a deal is made because the new guy is really not responsible for the moneys due the City. He had nothing to do with the seven years they lost revenue but the only way they are going to get that revenue is out of the other individuals profit that he intends to take and once he is out of the loop they lose a huge negotiating tool. If they aren't willing to turn around and negotiate with them now, he would vote no.

Councilwoman Rhodes informed him they can't do that. They can go to a man that is selling his property and once the sale happens and he gets some cash, take the cash from him because he didn't build something he said he was going to build and taxes weren't paid that he felt should have been paid. Councilman Cooper informed her that wasn't how they do it. Councilwoman Rhodes asked then how do they do it. Councilman Cooper informed her they change the PUD in such a way that for the extension they add a cost for adding the PUD extension which they should have been doing for the first two extensions. Councilwoman Rhodes stated so they are going to charge someone for extending the

PUD? Councilman Cooper stated no. He was going to look for some tax revenue that they should have been getting for all these extensions they were getting for nothing. Councilwoman Rhodes wanted to know how they do that legally. Councilman Cooper informed her change the PUD. Councilwoman Rhodes stated so essentially what he is saying is in the PUD he is going to charge somebody to extend the PUD. If they don't extend the PUD they don't have to pay any money but if they do extend the PUD they do have to pay money. Councilman Cooper stated if they are going to give them another extension he believes amendments can be done to the PUD that can turn around and have revenue generating monetary figures to that in order to get that acceptance if it's not there he is voting no.

Councilwoman Bennington stated they can't go back and do it to what they have already done. She asked Councilman Cooper if that was what he was saying. Councilman Cooper informed her no and that she was missing what he was saying. Councilwoman Bennington asked him if he was saying if they grant them this extension the original owner, if it doesn't go through pays a penalty. Councilman Cooper stated the original owner out of whatever his profitability is but throughout the course of the last years they should have been collecting \$1.50 per foot for every month for seven years. They had all kinds of impact fees they have never collected a dime on. Councilwoman Rogers stated they lost \$500,000 a year on property taxes. Councilman Cooper stated all they are doing now is rolling over again, giving another extension and the City still doesn't have five cents in revenue to the city and they have already been out tremendous cost for the staff to do what they have been doing. If they amend the PUD and they amend it in such a way that in order to acquire this amendment and this extension they would require ex amount of what they missed in the past payments. He believed that could be worked out in a workshop otherwise they are going to lose another vote.

Councilwoman Rhodes asked Councilman Cooper if they didn't amend the PUD how much tax money they would have. Councilman Cooper stated they are going to resell it to someone that is going to do something. Councilwoman Rhodes asked him in the next 120 days how much tax money they would get. Councilman Cooper stated all he was saying was negotiating is stronger when this guy is about to fall into foreclosure. Councilwoman Rhodes stated and she was saying someone that buys a lot and says they are going to build a house in a year and then has financial reverses and they can't build the house for ten years, that house should have been there and they should have been collecting more money in taxes so they are supposed to go to them and say you said you were going to build it ten years ago and you didn't so now you owe us ten years in taxes. She asked him if he thought it was right to do that. That makes no sense to her.

Councilman Cooper feels in this community and the boat slips and everything else that have been held back. Councilwoman Rhodes stated

the boat slips are a whole nother matter altogether. Councilman Cooper stated but it's the revenue. Councilwoman Rhodes stated they aren't talking about the boat slips. Councilman Cooper stated they are. The whole PUD is the whole program. Councilwoman Rhodes stated City Attorney Ansay just told them it was a whole separate thing and they would have to do that separately. This is about the PUD. She said the boat slips would have to be added in. Councilman Cooper stated if they give them an extension for the boat slips but the boat slips are in this PUD. Councilwoman Rhodes stated they could give them the extension and not do the boat slips. Councilman Cooper stated and also lose the negotiating tool. Councilwoman Rogers stated the boat slips are in the PUD but because the permits in jeopardy the boat slips are nonexistent at this point.

City Attorney Ansay felt there was one point of clarification that should be made about the fee as it is contemplated in the amended PUD for the slips. The fee never became due until such time as a building permit or essentially a development approval was given for those slips. As they sit here today, just to be clear, the legal interpretation of the agreement is there isn't technically one penny that has been lost just because they have never become due. Impact fees and other issues have similar timing of when they are legally due. If they were issued today and those permits were issued they then would begin the clock starting for when that \$1.50 per foot would be due. As they sit here today that has never materialized. The City hasn't lost any revenue.

Mayor Thomas asked if staff has a recommendation of what would be advantageous to the City of Edgewater.

Councilwoman Bennington stated City Attorney Ansay said that the boat slips they would have to do an extension for the 120 days separately. She asked if she was saying in 120 days they would not be able to get the permitting. City Attorney Ansay stated presumably the value in this project is the boat slips. The property without the entitlement to a certain number of slips is worth a different amount than it is with the slips. She would presume that anyone seeking to step in the shoes of the current party to this PUD agreement would want to see the rights to those slips continue as well. That would require both amending the duration section of the agreement as well as the section of the agreement that deals with the allocation of the slips because there was that three year time frame in that part of the agreement as well. Her point is that in 120 days that is a very short time period. Based on her understanding of where they are with the current party to the agreement who hasn't even achieved a deal with the folks at the podium or whomever they represent. In 120 days they aren't going to have commencement of construction or permits for boat slips. One hundred and twenty days is essentially a time period for them to see if they can step in the shoes of the current party to the agreement to then sit down and see if they can negotiate subsequent amendments to

the PUD that would address all the issues they are discussing. In her view, the 120 days would be do you want to accept an invitation to the dance and at the dance they would decide if they really like the other person or not.

Councilman Cooper stated once they put the new dancer in there they no longer have any negotiating skills with the person that actually had all of these problems and created all this mess. He doesn't believe it is their expense. He believes it is Hawk. If they let this go and give the amendment, now they negotiate with the brand new owners, they have no negotiating tools for all the past revenue that has been lost.

City Attorney Ansay understood the point Councilman Cooper was making. She thought the reality as she understands it the City finds itself in is that they have a PUD agreement that is about to expire in short order and they have a party to the agreement absent and they have a very limited assignment to the folks standing at the podium to represent that person who is a party to the agreement on one narrow issue which is the 120 days. They have no authority to negotiate the things the Council has discussed. They would need to have Mr. McMillan at the podium, have Mr. McMillan agree to some of the things the Council has discussed and then have an amendment drafted and executed by all the parties and a public hearing on it before Council on or before the expiration date. The reality is if they give the 120 day extension this is a contract. The City in that 120 days can say they weren't going to change a thing about it until they do certain things that the City wants in that 120 days. The reality of the situation is it is the eleventh hour. She didn't know how given where they find themselves there was much choice.

Councilwoman Rhodes stated they have given Hawk McMillan years and nothing has occurred. Councilwoman Rogers stated and three extensions. Councilwoman Rhodes stated they have given him years. She asked what made them think Hawk McMillan was going to do something before March 5th. He is not able to give the City any money. Let's say Hawk says can they have a special meeting and let him come in and ask for that extension. They aren't going to get it. They haven't gotten anything out of him in all these years and they aren't going to get anything out of him in the next two weeks and they certainly aren't going to get anything out of him in 120 days because the bank is going to take it and then they negotiate the PUD with whoever the bank sells it to, which will take 120 days anyway. She says give them an opportunity. Let them see if they can make this happen. It saves them all a lot of time and money and then in 120 days then they negotiate a PUD with them if they then own the property. If not then they negotiate a PUD with whoever does own the property.

Councilwoman Bennington stated considering what they just heard about the boat slips she asked if they were aware that these boat slips may not be available to them if they buy this property. She asked them if

they wanted the property if the boat slips weren't there. Mr. Michelbrink stated it is his understanding of the PUD right now the way it is written the boat slips are part of the PUD. Councilwoman Bennington stated but they are going to expire on March 5th. Mr. Michelbrink stated it all expires on March 5th. If they don't get the 120 day extension to secure the property then they can't come back and get another extension that includes the boat slips, that would be a very big issue. The practicality of it is the shoreline in the City of Edgewater doesn't have room for 300 boat slips any place else.

Councilwoman Bennington didn't care about the practicality right now. What she was asking was if they do not extend the boat slips for the 120 days and were going to let that expire on March 5th, would they still be interested in buying the property and asking Council to grant them some boat slips. Mr. Michelbrink stated they would need the boat slips to make the deal worth it.

Councilwoman Rogers pointed out that 300 of the boat slips were dry slips and 30 of them are wet slips. It's not like they need that much shoreline when they are thinking of 30 wet slips. Council has to have some fortitude and think about this. The land, Mr. McMillan paid \$50,000 an acre and they weren't sure what the developer was going to pay for the land. If the land were to sell for \$20 million, that is a huge amount of cost for the land. Then they have to add all the development. What are they expecting to sell the townhomes for in this market? How are they expecting to sell those for ex amount of dollars and at least break even? She doesn't see it happening.

Mr. Michelbrink stated at those numbers it would never happen. He didn't know where the newspaper got those numbers. They are wasting their time if those are the numbers and he wouldn't be up there if he thought those were the numbers.

Councilwoman Rogers stated since Mr. McMillan was there last time he promised and said he would do all of these things. She hasn't seen him do anything with that property in three years. All she sees is real estate signs out on that property. She has gone by in a boat and nothing has been done. He never put the seawall up. It was put up by someone else.

Mr. Michelbrink reminded Council they do not represent Mr. McMillan.

Councilman Cooper stated he understood they wanted the whole property on the PUD that it is and he wouldn't want it any other way either. This is nothing more than a real estate deal. Someone is going to make a lot of profit. He mentioned the amount owed on the property verses what the property may sell for. He spoke of the City still being out all that money.

Councilman Cooper asked City Manager Barlow if this deal falls delinquent, there is no PUD after March 5th. If this falls delinquent are they now under the DCA ruling where they can't put any other homesteads in until 2017. City Manager Barlow informed him no. City Attorney Ansay informed him that was a Comp Plan amendment. City Manager Barlow explained those Comp Plans have already been completed through the annexations and rezonings of the RPUD.

Mr. Michelbrink stated he told him he knew of the bank loan for \$4.5 million. There are other liabilities on the property that he wasn't sure of the amounts.

Councilman Cooper felt sorry for them. Right now he would like to see a good faith profit and loss statement from his company so he knew they could do a project of this nature. They don't even know if he has paid the taxes. There are a lot of things outstanding that just give this a bad taste.

Mayor Thomas asked for public comment.

The following citizens spoke:

Pat Card, 3019 Willow Oak Drive, made a rhetorical statement as if he were Mr. McMillan and commented on the history of this project and promises that were made by Mr. McMillan. He encouraged the Council to not even consider extending the project.

Bob Lott, 2112 S. Riverside Drive, Chairman of the Economic Development Board, stated he has heard a lot of back and forth about the past and what we haven't been paid and what we lost. He is also a financial advisor and it is never productive to think about what you have lost. It's productive to think about what you can have and what you are going to move forward with. He agreed with Councilwoman Rhodes. There is no reason not to move forward and try to get the best they can for the City and then they will collect the taxes and revenues. The truth of the matter is they have nothing to gain by voting this down. They have possibly something to gain by giving it another chance. Listen to Carolyn. She said it the right way. They are talking about a very narrow scope of opportunity. The only thing they are voting on tonight is the 120 days with the PUD, nothing else. Those other things will come down the road. He disagreed with Councilman Cooper that they have no bargaining power if they give them the 120 days. He thinks if they see they can actually do that project they have all the bargaining they need. They need to look forward, not to the past. Hawk McMillan did the City a great disservice. They made a lot of mistakes in that process as well. They agreed to things maybe they shouldn't have. Councilwoman Rhodes and Councilwoman Rogers voted against it the first time. That's the past. That is gone. They can't get that back but what they can do is make an opportunity to salvage something out of this debacle. He commented on

what is happening with the economy. Let's take advantage of every opportunity they can. It will be a little distasteful and some guy is going to make some money and they aren't going to feel very good about that but he doesn't care about him. He cares about this City. He doesn't care if Hawk McMillan makes a couple dollars. That's not relevant to him. He cares about what they do in this City. They have an opportunity here. That property will decrease in value to any developer if they let this thing expire and they don't try to maintain that 50 foot on the residential. He suggested they quit thinking about the past and look toward the future. Do another 120 days on this thing. From what he has heard they don't think anything is going to happen anyway. They are no farther back then they are today but they will be farther back if they don't take that chance.

Dominic Capria, 606 Topside Circle, stated as far as the boat slips the original developer wanted to turn them over to the City but that doesn't really mean too much as he remembers it. The loss as Councilman Cooper said was \$50,000 a year, amounting to \$3,500,000 that they lost in taxes. He kind of agreed with some of the things Bob Lott said but not everything. This is not a win-win like hitting the lottery. He thinks Councilwoman Rogers has the right plan, the 120 days would be okay providing that if no action comes up it be turned over to the City. What is wrong with that?

Councilwoman Rhodes informed him the bank owns it and asked how they were going to do that. Mr. Capria stated the bank owns it so therefore they go in default. When they go into default then what happens?

Councilman Cooper stated it goes into foreclosure, it is sold on the steps, it is auctioned off. Councilwoman Rogers stated they can negotiate with the bank and the City can take it. That is how they do it. It happens. How does she know this? Because she did it once where a bank gave them property in lieu of foreclosing on somebody.

Mr. Capria stated he was trying to say there was a different way. He thought Councilwoman Rogers plan was the best. Give them the 120 days with the stipulation. What is wrong with that? You give them the chance. If that chance doesn't work, they lost enough money already. Give them that chance with the stipulation. They don't need a workshop. The workshop is going to produce the same thing.

Brad Jones, 1815 Maytown Road, Oak Hill, gave kudos to the Mayor and Council. They all had really good comments on this. The reason he was up there was because there wasn't a long line of developers beating him up there to develop property in this town. He and his brother have developed quite a bit of property in this town. Right now they have a project and they are trying to get other developers to come in with them and develop this. Nobody wants to come into the City of Edgewater. They are scared of us. Why? They need tax base.

He has rental units sitting empty because counter top people, cabinet makers, roofers, they are gone. There are no jobs. The boat builders have all laid people off. Any opportunity they have that a developer is willing to walk into the community and he doesn't care what he pays for the property. True Mr. Cooper they have lost money but as a developer he has lost money also because of economic times. 120 days isn't going to change anybody's life. Maybe it will. Maybe they can get a developer to walk into the City of Edgewater. He's not going to pay more money for that property than what it's worth and then develop it. Councilwoman Rogers was right. She knows that. Common sense. Most developers have common sense. They are doing this for a living and they are doing this to make money. He didn't want to point out ParkTowns development and what the City did and how much money it costs the taxpayers. He is in there and he sees it and it makes him sick every time he has to drive through there to know the taxpayers paid for it. It didn't work out for the City the way everybody thought it was going to work out. Sometimes it doesn't happen that way for developers either. Let's give them a chance. Let's help them. Let's be a friendly town. We need the taxes. The little businesses that are here can't take any more. He and his brother like this town and they have everything invested in this town and he didn't think anybody could say that any more than what they can. They love the Council. They like the Mayor. They want them to work for the public and the public needs more tax base.

Ferd Heeb, 115 N. Riverside Drive, stated he didn't agree with anybody. Back in 2002 or early 2003 the Volusia County Port Authority owned this property. Their idea was to develop it into a water oriented industrial park. He didn't know if they remembered that. Tim Howard, Edgewater lakes, put together a proposal to the County to develop this piece of property into condominiums, marina, etc. to service the 900 homes of golf course community that they were planning at the time. Pat and himself and a number of other people and just about every employee from Boston Whaler was at the County Council meeting when they were trying to decide what they were going to do. His position then hasn't changed. He told the County they had this property in the public domain. They had an opportunity to preserve access to this river that is going to be in tremendous demand in the future with the growth of the community. They are going to wake up to it very shortly because they are going to have Restoration. That is 25,000 people. He didn't know how many boaters. At the time the County turned down Tim Howard and Edgewater Lakes. The City did an Enron and came around with this deal with the RFP and they were going to find a developer that was going to put together a program for this piece of property and if they like it they were going to give him a sweetheart deal and they did. Just think about how much he paid for this piece of property and on top of it they threw in the boat slips. Do you know what a boat slip is worth today? Take a 20 foot boat to any in and out storage. They are \$10 to \$15 per foot a month. That is \$200 to \$300 a month. If they capitalize that they are talking

about a boat slip being worth anywhere from \$100,000 to \$200,000. Put that with the 300 boat slips and the bargain on the land. He didn't know who he was kissing but he was sure loving somebody in this City. He stood up there and he told the Council and his people told them they were going to produce \$500,000 net, after services, into this City. They didn't get a dime. He's right. They aren't penalizing these people. They want to buy the property. God bless them. What they want to do is penalize the guy who made promises to the City and didn't deliver. He renigged on an RFP. They let this guy off the hook and they should have nailed him back then. He would give the guy 30 days. He would say Hawk you are coming in front of this Council. You aren't going to send two innocent people, potential buyers in here to plead their case. If you want to talk to us, you show up. We will give you 30 days, we will have a workshop and the work out something. His point all along has been what the City should try to do is get the boat slips back, get the south 200 feet, put in the boat ramps and parking area because a boat slip is a vehicle and trailer slot. Any access to the river is considered a boat slip and get this thing back on track. There has got to be an honest developer that will take the other 800 feet that are available there and develop it into something that will be beneficial to this community. The guy that needs to be punished is the guy that took advantage of the City.

There were no further Citizen Comments.

Councilwoman Rhodes stated if she thought for one minute they could punish Hawk McMillan she would be leading the parade. She just doesn't think that is going to happen. She thinks he doesn't have the money and they aren't going to get anything out of him. She then asked City Attorney Ansay if there was a reverter clause put into it, would it ever revert back to the City. She didn't see how that could happen.

City Attorney Ansay informed her no because there is a bank and other judgment holders standing between the City in terms of priority, in between the City and title to the property. If all other prior liens and judgments were satisfied and then they were able to maintain a first position of priority yes but they will never be before all the other banks, judgment holders, etc. so there is no way the property can revert back to the City until those are all satisfied. Councilwoman Rhodes stated unless the bank forecloses on it and the City buys it. City Attorney Ansay informed her that was a whole different deal. If the property goes into foreclosure or if the City negotiated a short sale like every other private developer would try to do. Councilwoman Rhodes wasn't willing to buy it. The point is they would have to pay money to try and get that land back and they don't have the money. City Manager Barlow commented on not even being sure how much is owed on this property. They have disclosed \$5 million that they know about. Until they did the title search and due diligence he would caution the Council.

Councilwoman Rogers wanted to make a comment to Mr. Lott. It is true that they need to, when they are dealing with the stock market to not look at the past but go forward. In any investment they always have to look at history. Decisions are made based upon history. That is why history is out there. This is now attempt number four. They have already looked at past history and in some cases people ignored past history and kept going forward. She heard his comment. She heard Mr. Jones' comment and her heart goes out especially because he is someone in this community suffering in the construction area. She didn't know how Mr. Lott was doing financial planning wise but she personally knows what is going on in construction. She is having her own concerns about what is going on. She told Mr. Jones if he looked at the deed recordings that are printed in the newspaper every week he would see Edgewater isn't selling anything. New Smyrna is. What does Edgewater have that nobody else has? Edgewater has a high tax rate. Therefore that is why they want commercial. Here they have approved Restoration. She thinks that is their best next hope. She doesn't see this development ever happening. There are going to be too many problems. Initially she wasn't for Restoration. When they had their last meeting, the conservation easements they have to sign them plus they have to push and do some residential and do some commercial. They need more people and more citizens in the meetings when they go through budgets because the budgets are tied to the taxes. If they give this guy 120 days all they are doing is extending the inevitable. They are going to go through this process again and again. They need to just end it and say no.

Councilwoman Bennington stated they aren't giving this guy an extension. They are giving potential buyers an option. Councilwoman Rogers stated potential, that's the word, temporary. Councilwoman Rhodes stated potential is better than none at all.

Mr. Lott stated they always seem to pay attention to history but what Councilwoman Rogers was doing now was he would like to see her crystal ball. She just sat up there and said she didn't see this going anywhere. Councilwoman Rogers stated she said it three years ago and it didn't happen.

Mayor Thomas didn't want to get into a debate. He has heard enough.

Mr. Lott stated Mr. Heeb got to speak for six minutes. Councilwoman Rogers stated that was because the recorder was broken.

Mr. Capria got up to speak and Mayor Thomas asked him to sit down please. Mr. Capria stated excuse me sir you gave him twice. Mayor Thomas stated he didn't give him twice. Mr. Capria informed him he talked twice. Mayor Thomas asked him again to sit down. Mr. Capria told him no and he let Mr. Lott talk twice. He wanted to say something. Mayor Thomas asked him if he heard what he said. Mr.

Capria stated yes he did and that he wasn't going to sit down. Mayor Thomas wanted Mr. Capria removed from his meeting.

Mr. Capria stated okay have me removed. Councilwoman Bennington pointed out all they had was a CAP officer in the back.

Mr. Capria stated he just wanted to make one comment. Councilwoman Rogers stated give him a minute. Councilwoman Rhodes stated he's the Mayor. Mr. Capria stated Mr. Lott had twice and questioned why he couldn't. Councilwoman Bennington stated because he said he couldn't. Mayor Thomas stated he didn't give Mr. Lott permission. Mr. Capria stated he let him talk. City Manager Barlow tried to get Mr. Capria's attention but he just kept speaking. Mr. Capria stated the comment he wanted to make was Boston Whaler was going to cost them \$500,000 because of the smoke and stuff like that and that is the only way they are going to agree to it because \$1,000,000 \$500,000 for the City of Edgewater. Mayor Thomas told Mr. Capria to sit down.

Mayor Thomas entertained a motion.

Councilwoman Rogers made a motion to not approve Amendment #3 to the Edgewater Harbor Planned Unit Development PUD Agreement extension, second by Councilman Cooper.

Councilman Cooper informed Mr. Jones he almost got him to sway his vote. There is no proof here today that this prospective buyer will do anything other than what Mr. Hawk has done for the last seven years. Councilwoman Rogers stated amen to that Mr. Cooper. Councilwoman Rhodes stated they can say that about any buyer.

The MOTION CARRIED 4-1. Councilwoman Rhodes voted NO.

5. CITIZEN COMMENTS

The following citizens spoke:

Mike Visconti, 316 Pine Breeze Drive, stated someone should be congratulated for the beautiful room they have here that has been transformed.

Mr. Visconti commented on the new Fire Station. He asked if they are giving someone an architect or someone plans to plan the new Fire Station. City Manager Barlow informed him Fire Chief Cousins was coordinating all of that. One of their consulting engineers, Quentin Hampton, was helping with project management. He would direct that question to Mr. Cousins.

Mr. Visconti stated New Smyrna Beach just built a beautiful Fire Station on 3rd Avenue. Why don't they get together with New Smyrna Beach and use the plans that they have and it will fit right on the

property where the Fire Station is now. He checked it out and it is a beautiful, state of the art plan. He thinks someone should look into it.

City Manager Barlow informed him they have looked at that and they are even discussing with their architect that designed that. He commented on our needs at this station being a little different than the beachside station.

Pat Card, 3019 Willow Oak Drive, thanked the Council for their service to this City and for listening.

Mayor Thomas asked for Council comments.

Mayor Thomas informed Mr. Capria he was the Mayor and he runs the meetings and if he doesn't sit down when he tells him to he was going to remove him.

Councilman Cooper stated he had a piece of paper from the Department of Fire Services recommending Tracey for City Manager of the year and whether he gets it or not this is one document he should be proud of. Councilwoman Bennington pointed out he wasn't supposed to know that. City Manager Barlow thanked him for his support and the surprise.

Councilman Cooper wanted to ask Councilwoman Rogers about the Town Meetings she had scheduled. He was under the assumption a Town Hall meeting is meant to bring information about the City to the citizens by the entire Council. If this is correct, should the rest of the Council be present at her meetings. His worry is that no one person represents the Council. If there is a different definition of a Town Hall meeting they all need to know what that scope is. Websters Dictionary rules a Town Hall meeting is a meeting of inhabitance or taxpayers constituting a legislative authority of a town. A Town Hall is a public building used for town government offices and meetings. If not and she is hosting a Town Hall meeting for her constituents, then why was she having both of these out of her own district. If the meetings are more about publicity for up and coming campaign runs, then the name should at least reflect something other than a Town Hall meeting. If the said meetings are about campaigning they shouldn't be hosting or advertising them on the City website should they? Further if this is about campaigning, shouldn't she have opened her campaign account and posted her intent to run for office. At the very least shouldn't an outline be presented to the council so that they know what the topics are and shouldn't they be approved by a majority of the Council. He wanted to attend but he was afraid to because of the Sunshine Law. He doesn't know what she might say or what may come up later to Council for a vote or consideration. He asks these questions because there may be more of them that would want to do this but they should know the limitations. He had these few concerns and he would

hope between them they could remedy before any of them get into trouble.

Councilwoman Rogers stated first of all he had a list. If he were to hand her the list she would sit and go down that list and tell him exactly the answers.

Councilwoman Rogers stated in 2007 she did two Town Hall meetings at those two locations. The City Manager at the time let her know he needed to be there. She later found out he didn't need to be there and that was Jon Williams. She is going out to the constituents and letting them ask questions. That is pretty much it. There is no hidden agenda. She wasn't planning to run for Council. Her home is listed and she does want it to sell. If it doesn't sell, then they will see what happens. She doesn't have that crystal ball. As far as the Websters Dictionary she didn't want to get into definitions. She said she did this before. There wasn't a problem. The Attorney didn't advise her there was a problem. There would be a problem if one of the Councilmembers came to it because it would be considered a Sunshine violation.

Councilman Cooper was concerned that they could do this. He was all about involving the community so he thinks what she is doing is a good idea. Councilwoman Rogers stated she was the only one that has done it.

City Attorney Ansay explained there was no legal prohibition from one member of a Council or Commission having a meeting to meet with constituents and talk about ideas. The question boils down to what it means to be called a Town Hall meeting. She didn't know what the legal definitions were but she thought that definition had changed a lot in the last five to six years. She spoke of other entities that hold Town Hall meetings. There is no legal prohibition that she knows of that would bar any one of the Councilmembers from going out and having a meeting. When other members of council then start attending those meetings and discussing potential issues that are foreseeable to come back before Council then they certainly can be in a position where they are developing Sunshine Law problems. She didn't know of any legal prohibition that would prohibit any of them from conducting those outreach meetings with members of the public. They couldn't be there to represent a position of the City but they could be there to individually collect feedback.

Councilwoman Rogers pointed out she held her last two meetings at the same two locations because she isn't going to have a Town Hall meeting just in her district. She commented on why those locations were selected. She spoke of people being intimidated by Council and this being a more relaxed setting and not as formal. She was the only one that she was aware of that has done this. This is a serious year in this City. Last year they dealt with a reduction in revenue from the

State. They know what is going on with property taxes. It is on everybody's mind. Before going into this next budget, she thought and this is her last year she was going to go out doing everything she possibly could to serve the citizens and it's not intended to just serve her district. They are up there to serve everybody.

Councilman Cooper was more concerned with the accusations that would be coming their way and as long as they aren't going to get in trouble he thinks that is a great thing. He likes doing them and he has been hesitant because he has had those questions in his mind's eye and it just happened that Councilwoman Rogers was the one to say she was going to do the Town Hall meetings. He got the answers he was looking for.

Councilwoman Rogers stated what happens if she doesn't sell her house and she is still in this community. She would like to make some effect on this City. This is it. They are out in December.

Councilwoman Bennington reported on the kickoff luncheon she attended for the Special Olympics. She would like some of the firemen to participate this year. City Manager Barlow agreed to pass that word on.

City Attorney Ansay had nothing at this time.

City Manager Barlow reminded Council of the City Hall Ribbon Cutting tomorrow at 10 a.m.

City Clerk Wenzel had nothing at this time.

6. ADJOURNMENT

Due to there being no further business to discuss, Councilwoman Rhodes moved to adjourn. The meeting adjourned at 7:39 p.m.

Minutes submitted by:

Lisa Bloomer

Attest:

APPROVED:

City of Edgewater, Florida

Bonnie Wenzel, City Clerk

Michael L. Thomas, Mayor