

MINUTES OF THE SPECIAL MEETING OF THE NAPLES CITY COUNCIL HELD IN THE PARK & RECREATION BUILDING, NAPLES, FLORIDA, THURSDAY, JULY 26, 1979, AT 2:00 P.M.

Present: R. B. Anderson
Mayor

C. C. Holland
James F. McGrath
Wade C. Schroeder
Edward A. Twerdahl
Councilmen

Absent: Randolph I. Thornton
Kenneth A. Wood
Councilmen

Also Present: George M. Patterson, City Manager
Edward C. Smith, Assistant to the City Manager
Reid Silverboard, Planner

Harry Denmead
Mrs. Jean Clark
Otus Albright
Jean Albright
Herbert Cambridge
J. C. McDonald
Frank C. Alderman

News Media: Jerry Arnold, WRGI
Jerry Pugh, TV-9
Paul Stanford, TV-9
Allen Bartlett, Fort Myers News Press
Joe Starita, Miami Herald
Frank Rinella, Naples Star
Gary Baranik, Naples Daily News

Other interested citizens and visitors

Mayor Anderson called the meeting to order at 2:29 p.m. and called Council's attention to a proposed agreement (Attachment #1) to be signed by the representatives of the Immokalee Funds for Humanity, Inc., J. C. McDonald, Velma McDonald, Julius C. McDonald, Jr. and the Mayor and City Clerk. He noted that the contract was primarily between the McDonalds and the Immokalee Funds for Humanity, Inc. in order to get the renovation and management of McDonald's Quarters underway prior to execution of the court order to demolish the shacks as of the 5th of August. He noted the presence of Otus Albright, representing the Immokalee Funds for Humanity, Inc. and Mr. McDonald and his attorney, Frank Alderman.

**See Correction made 09/05/79 - page 2

Mayor Anderson noted some date changes that had been made in the proposed agreement and ascertained from Mr. Albright that he was satisfied with the agreement as it was; to which he answered in the affirmative. McDonalds' attorney, Frank Alderman noted another change, the deletion of the phrase "from any cause whatsoever" in paragraph #2 under "The McDonald family agrees:" on page 2 of the agreement. Mr. Alderman stated that with the assurances that the City would reaffirm their obligations to McDonalds which he felt was part and parcel of the contract, and that they did intend to sign the contract.

Mayor Anderson noted that by approving the contract, the City was not assuming any of the responsibilities of the contract performance, except where it says "The City agrees:". Mr. Schroeder was doubtful that the City would not become landlords because of the wording "assumes ownership of the buildings in McDonald's Quarters" and did not feel the City should be in that position.

Mayor Anderson noted that if either the McDonalds or the Immokalee Fund for Humanity, Inc. failed to fulfill their part of the contract, that the City would revert back to the original contract with McDonalds.

At Mayor Anderson's request, Mr. Harry Dunmead, member of the Citizens Committee for Relocation, outlined the proposed fund raising activities.

After further discussion, City Manager Patterson read the below titled resolution by title for consideration by Council.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN IMMOKALEE FUNDS FOR HUMANITY, INC., J. C. McDONALD, VELMA McDONALD AND JULIUS C. McDONALD, JR., AND THE CITY OF NAPLES, RELATING TO McDONALD QUARTERS; AND PROVIDING AN EFFECTIVE DATE.

Mr. McGrath moved approval of Resolution 3297, seconded by Mr. Holland and carried on roll call vote, 5-0.

Mr. Herbert Cambridge addressed Council referring to changing the name of the Quarters to Progress Village at which point Mayor Anderson noted that no action could be taken on that at this time.

There being no further business to come before this Special Meeting of the Naples City Council, Mayor Anderson adjourned the meeting at 3:15 p.m.

R. B. Anderson

R. B. Anderson, Mayor

Janet Cason
Janet Cason
City Clerk

Ellen P. Marshall
Ellen P. Marshall
Deputy City Clerk

These minutes of the Naples City Council were approved on 09-05-79

**Attorney Alderman asked several times if the City would agree to pay the \$125,000. Mayor Anderson replied in each instance that if McDonald lived up to his part of the contract, so would the City.

AGREEMENT

This Agreement by and between IMMOKALEE FUNDS FOR HUMANITY, INC., a non-profit organization with headquarters in Immokalee, Collier County, Florida (hereinafter referred to as I.F.H.); J.C. MCDONALD, VELMA MCDONALD, and JULIUS C. MCDONALD, JR., (hereinafter referred to as the McDonald family), and the CITY OF NAPLES, FLORIDA, (hereinafter referred to as the City).

WITNESSETH:

WHEREAS, the McDonald family owns 4.94 acres of land (Parcels 20 and 21) within the City of Naples, Florida, with approximately 75 residence units and certain other buildings thereon, known as McDonald Quarters, and

WHEREAS, these residence units have been adjudged by the Circuit Court to be presently unfit for human habitation and have been ordered to be demolished by August 5, 1979, and

WHEREAS, I.F.H. desires to assist in the solution of this problem by preserving these residence units as housing for the present residents until replacement housing, now planned by the City, becomes available for them; estimated to be between December 31, 1980, and July 1, 1981, and

WHEREAS, the City has a contract with the McDonald family to purchase all of the dwelling units and pay for them by December 31, 1980.

Subject to the consent of the Circuit Court to postpone eviction of the residents and order for demolition of the buildings, and the availability of sufficient funds by July 31, 1979, to carry out all or the major portion of the rehabilitation work, I.F.H. agrees to undertake the following:

1. To perform such rehabilitation work on the residence units as is necessary to make them comply with the minimum housing standards of the City and the health standards of the State of Florida pertaining to such housing.
2. To maintain these buildings to such minimum standards during the period of their occupancy but in no event later than ~~December~~ ^{July} 31, 1981.

3. To manage or cause to be managed, the entire property including collection of rents, during the period of their occupancy, but in no event later than ~~December~~ ^{July} 31, 1981, unless by modification of this Agreement.
4. All such rents shall be retained by I.F.H., to be used for eleemosynary purposes, except that I.F.H. shall pay to the McDonald family, interests that amount of the real estate property taxes due for the period during which I.F.H. manages the property. Said taxes are estimated to amount to about \$3,000.00 per year and the actual amount assessed shall be paid within 30 days of receipt of tax bill.
5. If new housing is not available in time to permit removal of all residents by ~~January 31, 1981~~ ^{December 31, 1980}, I.F.H. agrees to pay to the McDonald family, interests as land rent, the sum of \$600.00 per month or 25% of rents being received (whichever is less) for such period of time as the residents continue to occupy the buildings and I.F.H. continues to manage the property.
6. I.F.H. will not be responsible for, nor will it try to collect, any "back rent" claimed to be due for any period prior to its taking over management of McDonald Quarters property.
7. If any of the present residence units become vacant, I.F.H. will not re-rent them, unless they are desired for use by the resident in a less desirable building.
8. The McDonald family will be held harmless for any losses from any cause whatsoever, through liability insurance carried by I.F.H.
9. I.F.H. will assume the responsibility for vacating the premises for cause, or when new housing becomes available, but not later than ~~December~~ ^{July} 31, 1981.

The McDonald family agrees:

1. That should the new housing now being planned on Carver site by the City, not be available for occupancy by December 31, 1980, at which date ownership of the existing rental units passes to the City, the McDonald family will allow continued use of the land at the land rental price stipulated above for a period of at least six (6) months, if progress on construction has progressed in accordance with the City's construction contract for new housing, or until 30 days after the new housing is available.
2. To hold I.F.H. blameless for any losses to property known as McDonald Quarters, ~~from any cause whatsoever.~~
3. To cease operation of the beer hall and snack bar within one (1) week after final signing of this Agreement by all parties concerned.
4. Not to attempt to collect "back rent" due before August 1, 1979.

The City agrees:

1. That if it assumes ownership of the buildings in McDonald Quarters on December 31, 1980, if the planned replacement housing is not available for occupancy, that it will permit the residents to continue to occupy the resident units until they can be accepted in the replacement housing.

It is mutually understood that this Agreement is contingent upon the City's concurrence with its provisions, and the City reaffirming its contract with the McDonald family dated September 7, 1977 and Amendment thereto dated May 16, 1979.

It is mutually understood that this Agreement, signed this _____ day of July, 1979, by authorized representatives of all parties, shall become finally effective only upon approval by a majority of the Board of Directors of I.F.H., by the McDonald family, and the City of Naples.

IN WITNESS WHEREOF, the parties hereto have executed by these presents as the day and year first above written.

IMMOKALEE FUNDS FOR HUMANITY, INC.

President

APPROVED AS TO FORM AND LEGALITY

BY: Frank C. Alderman, III
Attorney for the McDonald family

J.C. MCDONALD

VELMA MCDONALD

JULIUS C. MCDONALD, JR.

CITY OF NAPLES, FLORIDA

Mayor