



City Council Minutes

Special Meeting 12/19/90

City of Naples

City Council Chambers
735 Eighth Street South
Naples, Florida 33940

-SUBJECT-	ORD. NO.	RES. NO.	PAGE
ROLL CALL			1
DISCUSSION AND ACTION AUTHORIZING SETTLEMENT OF CITY MANAGER STATUS.			1

Date 12/19/90

CITY OF NAPLES, FLORIDA

City Council Minutes

Date December 19, 1990COUNCIL
MEMBERSM
O
T
I
O
NS
E
C
O
N
D

VOTE

Y
E
SN
OA
B
S
E
N
T

Councilman Passidomo advised that he had asked this item be placed on the agenda for discussion after Monday's workshop session. He said that he had concluded it was best for Mr. Jones to resign his position as City Manager. Mr. Passidomo further advised that he has been discussing a settlement agreement with Attorney George Vega, on behalf of Mr. Frank Jones.

Attorney George Vega then distributed Mr. Jones official resignation and settlement letter (Attachment #2). The letter provided that Mr. Jones would be retained as a consultant by the City for three months, paid at the same rate as he currently received in his capacity as City Manager. His existing Employment Contract provides for six months severance pay as well.

Councilman Herms asked what benefit the additional three months pay would provide the City, and pointed out that the additional pay was not included in the City Manager's Employment Contract. Attorney Vega advised that by retaining Mr. Jones as a consultant to the City, it would provide a smooth transition for the Acting or newly hired City Manager. Mayor Crawford said that he believed a wealth of information from Mr. Jones could be made available to the interim City Manager if he chose to utilize it.

Referring to the settlement letter (Attachment #2), Councilman Sullivan asked Mr. Passidomo if he supported the terms therein stated. Councilman Passidomo advised that he, in fact, did support the terms of the letter and believed it was an equitable arrangement for both parties. Councilman Muenzer pointed out that the next employment contract should include a provision whereby consulting services would be provided at no additional charge.

Mayor Crawford advised that this discussion was of a personal matter, therefore, no public participation would be allowed. He continued that he viewed this matter with great regret and

CITY OF NAPLES, FLORIDA

City Council Minutes

Date December 19, 1990COUNCIL
MEMBERSM
O
T
I
O
NS
E
C
O
N
DVOTE
Y
E
S
N
OA
B
S
E
N
T

believed that Mr. Jones would not be allowed to continue his duties without a "cloud of doubt" over his decisions. Mayor Crawford further condemned those actions by certain members of the public which were offensive and bordering on harassment of not only high ranking officials, but City workers, employees not responsible for decisions or policies of the City.

Councilmen Muenzer and Sullivan suggested that a transition team comprised of members of Council be established immediately to proceed with the realistic appointment of a new manager.

Mayor Crawford appointed Fire Chief Rand-Scott Coggan interim City Manager. The City Council, by consensus, supported such action.

City Manager Jones submitted a letter of resignation to the Mayor and Council advising that he was proud to serve the City for the past eight years in his capacity as City Manager. He further advised that he believed the City had an excellent staff and Council which has faithfully served the citizens of Naples' needs.

MOTION: To ACCEPT City Manager Franklin C. Jones resignation as set forth in Attachment #2.

ADJOURN: 2:40 p.m.

Janet Cason
Janet Cason
City Clerk

Alden R. Crawford, Jr.
ALDEN R. CRAWFORD, JR.,
Mayor

Jodie O'Driscoll
Jodie O'Driscoll
Recording Secretary

These minutes of the Naples City Council were approved on February 20, 1991.

Anderson
Barnett
Herms
Muenzer
Passidomo
Sullivan
Crawford
(7-0)

X
X
X
X
X
X
X
X
X

SUPPLEMENTAL ATTENDANCE LIST

Dave Dampier
 Harry Cunningham
 Rev. Bruce Scott
 Ron Pennington
 Dora Wright
 James Kessler
 O.C. Richardson
 Mary Ellen Frazier
 Roy Hill
 Ann Colabrese
 John Anson Smith
 Marcy Flinn
 Lyle Richardson
 Wheeler Conkling
 Herb Anderson
 Jim Smiley
 Carlton Case
 Joseph Accordinio
 John Horvoth

Marjorie Jones
 Ron Wood
 Norman Reinertsen
 George Williams
 Blair Foley
 Toivo Tammerk
 Betty Jean Banks
 Bob Tiffany
 Mary Peterson
 Kris Dane
 J. Dudley Goodlette
 Bill Hanley
 Ned Putzell
 Ed McMahon
 Charles Andrews
 Richard Miller
 Ron Sanson
 Robert Stephenson

Betty VanArsdale
 Sue B. Smith
 Allen Walburn
 Carmen Accordinio
 W.W. Haardt
 Edgar McCleery
 Wilton Frazier
 Jim McGrath
 Doug Shepardson
 Lee Layne
 Karen Peterson
 Dick Sykes
 Janice Ward
 Gilbert Weil
 Willie Anthony
 Jerome Smith
 Bea Youker
 Gene Vendigo

Other interested citizens and visitors.

NEWS MEDIA

Tom Morgan, The Express
 Sally Kidd, WINK-TV
 John Lunsford, Naples Daily News
 Jerry Pugh, Palmer TV-10

Wendy Fullerton, News-Press
 Traci Griffith, WNOG
 Eric Strachen, Naples Daily News

LAW OFFICES

VEGA, BROWN, STANLEY & MARTIN, P.A.

THOMAS R. BROWN
J. WAYNE FALBEY
JOHN F. HOOLEY
LAWRENCE D. MARTIN
HAROLD S. SMITH, II
JOHN F. STANLEY
GEORGE VEGA, JR.
THEODORE ZELMAN
THOMAS J. WOOD
PAULA J. RHOADS

2660 AIRPORT ROAD SOUTH
NAPLES, FLORIDA 33962 4899
TELECOPIER (813) 774 6420
TELEPHONE (813) 774 3333

December 19, 1990

Mr. John M. Passidomo
City Councilman
City Hall
735 8th Street South
Naples, Florida 33940

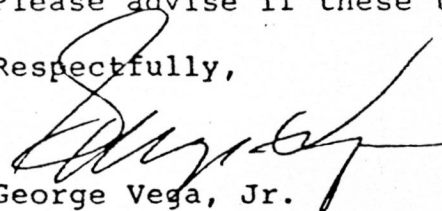
Dear John:

Our law firm represents Frank Jones. After our negotiations, Frank is willing to resign as City Manager subject to the following terms and conditions:

1. He would receive six months' severance pay as set forth in paragraph one of his Employment Agreement upon his resignation.
2. He would be employed for an additional three months during which time he would perform consulting services in behalf of the City. During this 3-month period he would be paid on the same basis as he is presently paid. His consulting availability would be at the City's request.
3. He would receive all the normal pay-outs that he is entitled to under City rules and regulations and his contract.
4. The terms set forth in this letter comprise a settlement of all claims by either party.

Please advise if these terms are acceptable.

Respectfully,


George Vega, Jr.

GVJr/ik