

MINUTES  
CITY COMMISSION MEETING

March 26, 2012

The City Commission met this date in special session in the Commission Chambers. A quorum being present, the meeting was called to order at 6:00 PM with the following in attendance.

Mayor	:	John B. Arnold, Jr.
Commissioners	:	Diane Kelley
	:	Kay Hamilton
	:	Joe Morgan
City Clerk	:	Tammy Johnson
City Administrator	:	Carl Scott
Police Chief	:	Joe Hart
Fire Chief	:	Mark Norris
City Attorney	:	Doug Wyckoff
Recorder	:	Lois Davis

Others in attendance: (Not inclusive) Joan Morse (Camera), Robin Helmer, Marion Cassell, Tom J (266 Glenview Ave., Craig Hamilton, Jason Hamilton, Neal Shermer, Terry Griffin

**1. Valparaiso Elementary School Rezoning**

Comm. Morgan stated that the ordinances that he has placed before the Commission, Ordinance No. 626 and 621(a) together make up the total ordinance. Mr. Wyckoff stated that Ordinance No. 626 is the current ordinance as far as changing the zoning map. He stated that Ordinance 626 just took out the strikethroughs on Page 2 of Ordinance 621. Mr. Wyckoff stated that to be 100% absolutely certain, he should have the one signed by the Mayor and attested to by the City Clerk. Comm. Morgan stated that the point of the discussion is that many of the residents were concerned with the direction at the time that they took and decided that only an elementary school could be located on the property. He stated that the Planning Commission allowed for the zoning to be Institutional, which included use as an elementary school. Comm. Morgan stated that the wording was submitted to the School Board and they had approved that wording. He stated that his thought process is that the Commission take a look at introducing back into ordinance form what was approved by the School Board and Planning Commission.

Mr. Wyckoff stated that if they look on the first page of Ordinance No. 619, there is an opportunity for a conditional use. He stated that the Commission ultimately has the right to do what may be necessary. Comm. Hamilton stated that it was very clear to her and the Planning Commission that they made the recommendation not to include the term elementary school, just make it Public Institutional. She stated that it is School Board property. Comm. Hamilton stated that this is spot zoning. Comm. Kelley stated that she would like to see the zoning return to C-1 or to the Planning Commission's recommendation. Comm. Morgan then stated Ordinance No. 619 by itself, as it is. Comm. Kelley stated that leaving in conditional use would mean many more loops they would have to jump through. COMM. MORGAN MADE A MOTION TO LOOK AT THE ORDINANCES IN TOTAL, AND CHANGE TO PUBLIC INSTITUTION AND LEAVE IN ALL categories. Mr. Wyckoff stated that if the Commission is following Roberts Rules of Order, there has to be a motion and second. He stated that they are missing Ordinance No. 620, which amends the Comp Plan. Mr. Wyckoff stated that Ordinance No. 621 actually changes the zoning for that particular property. He stated that at this point, the Commission has a variety of options. Mr. Wyckoff stated that the Commission can rescind all three ordinances, or one or two. Comm. Hamilton asked if the Commission rescinded all the ordinances, would it just return to the original zoning and then they just start over again. Mr. Wyckoff stated that to rescind the ordinance, the City would have to send out the notices to affected property owners and then go through the Planning Commission and on to the City Commission. Comm. Morgan stated that if they make a motion for it to go to the Planning Zoning Coordinator, they could have the ordinances next month and be ready to publish. He stated that they need to go back to the original zoning of Limited Commercial. Mayor Arnold stated that the City does not have the responsibility for schools, and if the School Board says there is no need for a school, they don't need it. Mr. Wyckoff stated that under the existing ordinances, the proper procedure is to send this to the Planning Commission to study and make a recommendation. He stated that Ordinance No. 621 would be a quasi-judicial hearing, then on to the Commission. Comm. Morgan stated that they should also include the Mayor's option. He stated that Public Institution meets everyone's needs and concerns. The City Administrator stated that Ordinance No. 620 was already rescinded in October.

COMM. MORGAN AMENDED HIS MOTION TO SUBMIT REZONING TO THE PLANNING COMMISSION, ZONING ADMINISTRATOR, AND TO THE CITY CLERK FOR REEXAMINATION TO PUBLISH THE ORDINANCES TO ALLOW THE ZONING TO BE PUBLIC INSTITUTIONAL, WITH ALL SUB CATEGORIES NOT BEING RESTRICTED OR C-1; TO RETURN TO THE ORIGINAL ZONING. MAYOR ARNOLD SECONDED THE MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

**2. Charter School Study**

Comm. Kelley suggested that the Commission bring a close to the Charter School Study and do away with the committee. She recommend that Mr. Scott and the two new Commissioners, Comm. Morgan and Comm. Hamilton be appointed to a committee. COMM. KELLEY MADE A MOTION TO END THE CHARTER SCHOOL STUDY AND TO REPLACE THE COMMITTEE WITH A LIASON COMMITTEE TO THE SCHOOL BOARD (MR. SCOTT, COMM. MORGAN, AND COMM. HAMILTON). COMM. HAMILTON SECONDED THE MOTION. Mrs. Johnson then asked if there could be two Commissioners sitting on the same committee. Mayor Arnold stated that he agrees with Comm. Kelley, but he does not think that it is proper for the Commission to determine who will be serving on it. COMM. KELLEY AMENDED HER MOTION TO DISBAN THE Charter School Study and to institute a Liaison Committee. THE VOTE WAS HELD ON THE AMENDED MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION. Mayor Arnold asked Comm. Kelley to draw up what she thinks would be needed. The committee would represent the City any time there is any discussion about the school.

Comm. Hamilton then asked if the City shouldn't be looking about what is going on with County's lawsuit against the City concerning the Valparaiso Elementary School property. Mr. Wyckoff stated that unless the City is going to create a new committee tonight there would be no one representing the City, and that at his best estimation given the first order of business tonight would likely be no further meetings of that committee conflict resolution group until process under item number one is complete and the School Board is satisfied there will be a settlement agreement and the lawsuit will go away. He stated that it is his advice that lay people should not be at meetings with lawyers, it is not a good business practice. Mayor Arnold suggested waiting until Comm. Kelley draws up some responsibilities before they appoint the committee. Mr. Wyckoff stated that if they disband the committee and the School Board decides to do that, then there will be no committee.

Mr. Shermer, 391 Glendale, stated that in reference to the previous motion, second, and vote for the rezoning, he stated that it is a City ordinance that all legal ordinances be prepared and reviewed by an Attorney. He stated that he was voicing his comments as a concerned citizen.

COMM. MORGAN MADE A MOTION TO REMOVE THE CURRENT MEMBERS FROM THE NEGOTIATION COMMITTEE, AND TO APPOINT AS INTERIM MEMBERS, UNTIL FURTHER DISCUSSION, ONE MEMBER OF THE COMMISSION AND MR SCOTT, WITH COUNSEL BEING A NON VOTING MEMBER. COMM. KELLEY SECONDED THE MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

COMM. MORGAN MADE A MOTION THAT MAYOR ARNOLD MAKE THE APPOINTMENTS TO THE NEGOTIATION COMMITTEE . COMM. HAMILTON SECONDED THE MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

### **3. Legal Services**

Comm. Kelley stated that this is the third time that she has brought legal services before the Commission. She stated that she thinks that the City should put the Attorney position out for bid, and get applications. Mayor Arnold stated that he would think that they put it out for bid and have a sixty day notice. Comm. Hamilton asked if this is initiating a sixty day notice? Comm. Kelley said they are initiating a sixty day notice for the current contract, I put that in the form of a motion. Mayor Arnold said he did not think so, he thinks you would receive applications and after you made a choice and if Mr. Wyckoff was not selected, then you would initiate the sixty day notice for some overlap. Comm. Kelley said that would work. COMM. KELLEY MADE A MOTION TO READVERTISE FOR LEGAL SERVICES. COMM. MORGAN SECONDED THE MOTION. He stated that he would like to add to the motion to develop a scope of work to be reviewed by the Commission, and that he would like for it to include pro bono. Comm. Morgan stated that he thinks there are other options that the City can look at; what could be broken out of the position to make it pro bono. Mayor Arnold stated that he knows of no one who would do it pro bono. Comm. Morgan stated that from his understanding there might be some retired, very qualified attorneys. Mr. Shermer stated that you get what you pay for with a lawyer. Mayor Arnold stated that they can try, they have nothing to lose. Comm. Morgan stated that a list of qualifications is necessary. In response to the Mayor's inquiry concerning whether Comm. Morgan wanted the Commission to review the ad, he stated that he would like to have a scope of work and qualifications presented to the Commission.

COMM. KELLEY MADE A MOTION TO PREPARE A SCOPE OF WORK AND A LIST OF QUALIFICATIONS FOR A CITY ATTORNEY TO BE PRESENTED TO THE COMMISSION. COMM. MORGAN SECONDED THE MOTION, WHICH PASSED UNANIMOUSLY, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

Mr. Wyckoff stated that he treats this as a termination of the terms in Paragraphs 9 and 10, at this point, as of today, you are going to owe me two months, plus this month my services are available to you at \$450 per hour, in 15 minute minimal increments, plus all expenses. He stated that if the City does not want his services, he asked that the City not call him. Mr.

Wyckoff stated that the provision dealing with annual compensation, Paragraphs 3, 4, 5 (non-covered), they have repudiated the contract that they have and he is treating this as a termination. Mr. Wyckoff stated that he would request payment for all IRS allowed expenses. He then stated that he is counsel of record on several lawsuits, and that until he is replaced, if he has to respond to something, I will and he will charge \$450 per hour.

Comm. Morgan stated that the Mayor made it very clear. Mr. Wyckoff stated that by your vote and my legal opinion, the Commission has terminated his contract. He stated that he may not apply and that he has a contract. Mr. Wyckoff stated that Comm. Hamilton stated that this is the sixty day notice. She stated that she posed a question. Comm. Morgan stated that the answer provided by the Commission was that they were not trying to do that. He stated that they only wanted to review the contract, this does not mean that there is any indication of termination. Mr. Wyckoff stated that they are talking about a legal interpretation drafted by the City. Comm. Morgan stated that they reconsider Mr. Wyckoff's termination so that it is not considered. Comm. Hamilton suggested that it be reworded. Mr. Wyckoff stated that it is an annual contract, which may be terminated on a sixty day notice. He stated that it is not September 30, as is in the record, it is in effect a termination. Mr. Wyckoff stated that if the City put legal services out for bid, it must take the lowest bid. He further stated that if they want to wait until the end of his contract, they would not have an issue, but as it stands right now, he considers that they have given him a sixty day notice. Mr. Wyckoff stated that he has no documents of the City. He further stated that the City is a corporation, and it cannot represent itself. Comm. Morgan asked Mr. Wyckoff how could he help the Commission look at other alternatives and still work for the City in the interim. Mr. Wyckoff stated that under the contract, they could wait until September. He further stated that he could go today, give him two months and payment for March, and then get someone to replace him. Mayor Arnold stated that he thinks that it was best for the City to get the best it could. Mr. Wyckoff stated that the City drew up a contract and the Mayor included the sixty days, and that it would be \$36,000. He stated that this is just like the last meeting when he wanted to change the word so it did not look like what it was. Comm. Morgan stated that it says that the contract terminates after sixty days notice. Mr. Wyckoff stated that the only duties he has to cooperate with the City and he will at \$450 per hour. Comm. Hamilton stated that if the Commission is not happy with Mr. Wyckoff's services, he is going to just push the City in a corner. Mr. Wyckoff stated that he will be as helpful as the City wants him to be at \$450 per hour in fifteen minute increments. Comm. Morgan stated that he promised the citizens that he would look at legal services, and his actions now are making him do just that. He stated that he would like for Mr. Wyckoff to come back now, but Mr. Wyckoff stated that he believes that he has been terminated.

Comm. Morgan asked Mr. Wyckoff if he could restate what he would think would be the proper way to rescind. Mr. Wyckoff stated that the motion that was adopted was a request for bids, and if they change that, they have to go out for RFP. He stated that he will treat this as a termination because he might not apply. Mr. Wyckoff stated that if they terminate this contract at any point before October 1, maybe even after that, whenever it is terminated, the City will owe him two months at a minimum covered amount of \$3,000 per month. He further stated that he would cooperate during the transition (sixty day notice). Mr. Wyckoff stated that the City has hearings scheduled, but it will cost \$450 per hour at 15 minute intervals plus expenses.

In response to Comm. Morgan's comment, Mr. Wyckoff stated that his contract provides for covered services, non-covered services, and litigation. Mr. Wyckoff stated that he is counsel of record in all other litigations. He stated that if the City goes out for RFP's, he is available at \$450 per hour at 15 minute intervals. Comm. Hamilton asked Mr. Wyckoff about his services. Mr. Wyckoff stated that under Paragraph 10, upon notification of termination, the only duties he has is to cooperate, but he will not do for free. He stated that the numbers in the contract are gone. Mr. Wyckoff stated that the Mayor and Mr. Scott wrote the contract, except for the last sentence of Paragraph 5, which he wrote. Comm. Morgan stated that Mr. Wyckoff was the exclusive counsel for the City except for the League of Cities. Mayor Arnold stated that he thinks that the point is that the Commission does not consider you being fired or terminated., but you used that phrase. Mr. Wyckoff stated that he does and that he could let the judge decide.

Mr. Shermer stated that this contract was the best thing that they could hope for. He stated that the deal that the City has been getting is the best thing that the City could get. Mr. Shermer stated that Mr. Wyckoff is well below what a comparable attorney is paid, and that he is disappointed in the way that some have assumed that Mr. Wyckoff has taken advantage. Mr. Shermer stated that this is short sided and reckless. Comm. Morgan stated that the intent of this meeting was not to make decisions as far as I'm concerned. He stated that he had hoped to have a discussion with Mr. Wyckoff. Comm. Morgan stated that they are here at this special meeting to address some of the concerns and he is a little bit disappointed in Mr. Wyckoff's reaction.

COMM. MORGAN MADE A MOTION TO RESCIND ALL MOTIONS. COMM. HAMILTON SECONDED THE MOTION.

Mayor Arnold stated that they are talking about bids and looking at professional services. He stated that they almost have to take the first one regardless of the dollar amount. Mayor Arnold stated that he does not think they are wrong; they did not terminate him. Comm. Morgan stated that he does not want this to look like being turned into a meeting of firing him. He stated

that either they rescind or they let it stand as Mr. Wyckoff feels that he is fired. Comm. Hamilton stated that the way he is speaking, even though the spirit of the contract is clear to her, Mr. Wyckoff is holding them hostage and it will be very costly. Mayor Arnold stated that he really does not think it is fair to participate in any discussions.

Mr. Griffin stated that Mr. Shermer has been out of order several times and that he would like for him to be given the same opportunity as he was in the past, escorted from the building. Mr. Craig Hamilton stated that it seemed that the attorney just laid and waited. Comm. Morgan stated that it should have been brought up earlier. He stated that they have the motion that was passed.

Mr. Wyckoff stated that your intent is going to be determined. He stated that there was a motion to go out for bids unanimously passed and there was a second motion to develop qualifications. COMM. MORGAN MADE A MOTION TO RESCIND THE FIRST MOTION THAT ASKS FOR REQUESTS FOR BIDS AND ASK FOR SCOPES OF WORK AND LIST OF QUALIFICATIONS, WAS SECONDED BY COMM. KELLEY. Mr. Wyckoff stated that this is exactly what the City did three years ago. They had a list of proposals and that he was the most qualified. Mr. Wyckoff stated that before they entered into this contract, he was charging \$170 per hour for what is called covered services, as well as litigation. He stated that now it is \$170 and \$210. Comm. Morgan stated that this is what they want to discuss. Mayor Arnold asked that if the motion on the floor passes, does Mr. Wyckoff still consider this a notice of termination. Mr. Wyckoff stated that if the City does not publish a list of qualifications and request for qualifications or proposal for services, there has been no event of termination.

Mr. Wyckoff stated that the definition of legal services under Paragraph 2 and Paragraph 5, would provide him under his contract to provide all legal services except those provided by the League of Cities. He stated that he cannot have no one pro bono. Mr. Wyckoff stated that he will attend all meetings, contracts, bond issues, perform litigation, and etc. Mayor Arnold stated that it does not say that they can't have someone else perform legal services. Mr. Wyckoff stated that he had a different legal opinion. Comm. Morgan stated that he thinks that they need to continue this discussion further down the road. He stated that he would like to be part of this discussion as they try to reduce the legal expenses. Comm. Morgan stated that the question is that with the amended motion that has been made and seconded, you did say because there would be no notice of bids or proposals that you would not consider that a termination and you would still be the City Attorney, is that correct? Mr. Wyckoff stated that if they do not publish this under requests for bids or proposals, he will not consider that he has been terminated. He will still be the City Attorney. Mayor Arnold stated that he did not care for Mr. Wyckoff's retaliation. Mr. Wyckoff stated that this is America and that the Mayor drew up this contract. He stated that once it is over, they are at arms length, but under the contract if they stick with the vote to go out for bid, he considers it a termination and they would owe him for March, April, and May, a minimum of \$3,000 per month. Mr. Wyckoff stated that after this his only duty would be to cooperate at \$450 per hour at 15 minute intervals plus expenses. He further stated best case scenario is that you owe him the March bill and \$6,000, don't call me and you can get another attorney. .

Comm. Kelley stated that she thinks that Mr. Wyckoff is being very hostile toward the Commission. If his intent is to resign I say to accept his resignation. Mr. Wyckoff stated that he has not resigned and he will not resign. In response to Comm. Morgan's comment about notification of termination tonight, Mr. Wyckoff stated that he only has to cooperate (\$450 per hour at 15 minute intervals). Comm. Morgan asked if this is an additional duty. Mr. Wyckoff stated that if there is any ambiguity, the contract will be construed against the drafter - City), and in connection with termination, it may be terminated at any time. He stated that this is an event that terminated tonight and there is no contract. Comm. Morgan stated that the termination is the event; the notification of the termination is not the event. Mr. Wyckoff stated that he got notice tonight.

Mr. Rick Woelfl stated that they should terminate Mr. Wyckoff tonight and give him the \$6,000. Mayor Arnold stated that he agreed with the attitude he has displayed, we would probably be better off in the long run. Mr. Shermer stated that to him there is so much disingenuous information. Comm. Kelley has been after Mr. Wyckoff since she has been a Commissioner. Mr. Shermer stated that others have voiced unfactual information that Mr. Wyckoff is crooked. He stated that in several meetings, Comm. Kelley felt that Mr. Wyckoff had built the contract for him to find more litigation. Mr. Shermer told the Commission that this was a fantastic contract. Mr. Wyckoff is now giving the Commission advice for the City to save money terminating him. He stated that they had a great contract and he has told him that now it is going to be expensive.

Comm. Kelley has brought the legal services to the Commission ever since she was elected Commissioner. She does not mean any disparity toward Mr. Wyckoff. It is just merely putting it out to see who might be out there. Comm. Kelley respectfully requested that Mr. Shermer tone down when he has a descension or comment about something I'm going to do for our city. She stated that anything that she brings to the table will be what the citizens have asked her to do. Comm. Morgan stated that he is sorry that this happened, but his intent has always been to look at all services. He stated that the intent was to see how to reduce hours and cost.

Comm. Morgan stated that the point was to figure out what options they do have to include in his continued employment. He stated that in no way was the intent of this meeting at least in it's original intent something of an adverse nature to him, it was to explore all options they have had in legal services. Mr. Shermer stated that the time to do that is in a phone call. He stated that he complained to Mr. Wyckoff repeatedly and loudly about attorney cost. He said you don't call a special meeting, you call him on the phone to see what can be done. Mayor Arnold stated that this meeting was not called for termination, Mr. Wyckoff used that term and he made that assumption, that was not the intent of the Commission.

THE VOTE WAS HELD ON THE MOTION TO RESCIND THE MOTION TO ASK FOR BIDS, BUT TO SUBMIT TO THE COMMISSION THE PROPOSALS AND QUALIFICATIONS. THE MOTION FAILED WITH A VOTE OF 2 – 2 WITH COMM. MORGAN AND COMM. HAMILTON VOTING IN THE AFFIRMATIVE AND MAYOR ARNOLD AND COMM. KELLEY VOTING IN THE NEGATIVE.

COMM. KELLEY MADE A MOTION FOR MAYOR ARNOLD AND MR. SCOTT BE AUTHORIZED TO INVESTIGATE TEMPORARY LEGAL SERVICES . COMM. MORGAN SECONDED THE MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

COMM. MORGAN MADE A MOTION TO INVESTIGATE THIS PARAGRAPH, LEGAL SERVICES. COMM. KELLEY SECONDED THE MOTION. Comm. Morgan stated that he would ask that the Mayor examine the paragraph as stated that Mr. Wyckoff can charge above. He stated that they need to investigate. In response to Comm. Hamilton's inquiry concerning whether the City had advice from the League of Cities, Mayor Arnold stated he was going to ask Mr. Bruce Bowman, who had been an applicant for City Attorney about eight years ago. He stated that he mentioned Mr. Bowman because he is aware of the legal services at the time. Ms. Cassell stated that since they did not fire the City Attorney, didn't he breach the contract. Mrs. Johnson stated that there is still a motion to go out for a request for bid. COMM. MORGAN MADE A MOTION TO RESCIND THE MOTION THAT ASKED FOR US TO PUT OUT FOR PROPOSAL THE LEGAL SERVICES OF THE CITY AND REPLACE THAT WITH AN AMENDED VERSION TO READ THAT WE ARE ASKING FOR PROPOSALS AND DEVELOP THE QUALIFICATIONS AND FULL SCOPE OF WORK TO BE DEVELOPED FOR THAT POSITION. COMM. KELLEY SECONDED THE MOTION. THE VOTE WAS HELD ON THE MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

Comm. Morgan stated that motion in effect rescinds the motion to immediately advertise. Ms. Johnson then asked the question since we passed that motion, is Mr. Wyckoff our attorney now? Comm. Kelley stated that he left. Mayor Arnold stated that the Commission authorized him to look for temporary legal services and we will do that immediately. Comm. Kelley and Comm. Morgan concurred. Comm. Morgan stated that they should look at the current contract and look at it as if he considers this termination.

Mr. Tom Jackley stated that all he heard from Mr. Wyckoff was how qualified he was, but he did not hear how he wanted to help the City. He stated that he would rather have someone that wasn't as qualified and wanted to help the City of Valparaiso.

Comm. Hamilton stated that at the last meeting, they were talking about the proposed sewer system. Mayor Arnold stated that he wants to put this in the hands of the Engineer and let our Engineer deal with ALCOA's engineer. Comm. Morgan stated that he thinks that they need to make it very clear to Mr. Wyckoff not to negotiate any further with ALCOA. He stated that if Mr. Wyckoff considers himself terminated, he should be instructed not to take any legal action with any one unless specific direction from the Mayor or Commission. COMM. MORGAN MADE A MOTION TO INFORM MR. WYCKOFF NOT TO PERFORM ANY SERVICES WHATSOEVER UNLESS DIRECTED BY THE COMMISSION OR MAYOR ARNOLD. MAYOR ARNOLD SECONDED THE MOTION, WHICH PASSED UNANIMOUSLY WITH A 4 - 0 VOTE OF THE COMMISSION.

In connection with the pole attachment fees that have been in escrow, Mayor Arnold stated that there is no intent of letting the Gulf Power escrow go.

#### **4. Discuss April Agenda Items**

Mayor Arnold stated a Commission can put any item on the agenda that they desire. He stated that he personally does not see a need discussing an agenda item. Comm. Morgan stated that the thought process was to make reports, etc. He stated that this was part of discussing this work forum.

Comm. Morgan stated that what has not been discussed tonight is the franchise. He asked what the Commission feels about the franchise fees. Comm. Morgan stated that Comm. Miller felt that the escrow should be reserved for cable services, but there are others that felt that it should be kept in the reserves. He stated that they can discuss tonight. Mayor Arnold stated that he has always considered that they would not do anything with the money until all the legal action is over. Mr. Bennett stated that he and Comm. Strong have had some discussions. Comm. Hamilton felt that they should check into this. Comm. Morgan suggested holding until all legal issues are completed, and if released it should go back to the right fund. Mayor Arnold stated that in the beginning, they said if it was settled, it would go back to the subscribers. He

stated that it cannot go to the General Fund because it is TV Cable money. Comm. Morgan stated that there was the risk that it was misinterpreted.

**5. NIMS CERTIFICATOIN**

Mayor Arnold stated that the City would like for Comm. Hamilton and Comm. Morgan to become NIMS certified. He stated that there are five different levels and they can work with Mr. Scott on this. He further stated that they also need to get ID badges made, and this can be handled through Chief Hart.

**Adjourn**

There being no further business to be brought before the Commission, the meeting adjourned at 7:55 PM.

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John B. Arnold, Jr.  
Mayor

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Heyward H. Strong, Jr.  
Chair, VCA

ATTEST:

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Tammy Johnson, CMC  
City Clerk

March 26, 2012

\*\*\*The DVD labeled March 26, 2012 contains the audio and video of this meeting and will be kept as a permanent part of these minutes.\*\*\*