



City of Margate

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Meeting Minutes Regular City Commission Meeting

Mayor Joanne Simone
Vice Mayor Tommy Ruzzano
Commissioners:
Joyce W. Bryan, Lesa Peerman, Frank B. Talerico

City Manager Douglas E. Smith
City Attorney Eugene M. Steinfeld
City Clerk Joseph J. Kavanagh

Wednesday, March 18, 2015

7:00 PM

Commission Chambers

CALL TO ORDER

Present: 5 - Commissioner Lesa 'Le' Peerman, Commissioner Joyce W. Bryan, Commissioner Frank B. Talerico, Vice Mayor Tommy Ruzzano and Mayor Joanne Simone

In Attendance:

City Manager Douglas E. Smith
City Attorney Eugene M. Steinfeld
City Clerk Joseph J. Kavanagh

PLEDGE OF ALLEGIANCE

A. ID 14-935 MIRANDA ANSTETT, 5TH GRADE, MARGATE ELEMENTARY

1) PRESENTATION(S)

A. ID 14-953 MASTER POLICE OFFICER GEORGE WOOLLEY - OFFICER OF THE MONTH JANUARY 2015.

B. ID 14-990 MASTER POLICE OFFICER GEORGE WOOLLEY AND COCONUT CREEK POLICE OFFICER LAURENCE A. CHRISTOPHER, JR. - LIFESAVER COMMENDATION.

C. ID 14-991 ANTHONY PRINCIPATO AND CAREY BULLEMAN - CITIZEN CIVILIAN RECOGNITION AWARD.

ATHLETE OF THE MONTH

D. ID 14-980 BASEBALL: JAKE TANNENBAUM, 10 YEARS OLD
(Margate Pony Elite Baseball and Softball, Mustang Waves)

EMPLOYEE RECOGNITION FOR YEARS OF SERVICE

E. ID 14-973 CAROL TRETAKIS, SENIOR CARE NURSE - NORTHWEST FOCAL POINT SENIOR CENTER - 30 YEARS

STEVEN SIRCUS, FIREFIGHTER/PARAMEDIC - FIRE DEPARTMENT - 25 YEARS

SCOTT W. ST. PIERRE, FIREFIGHTER/PARAMEDIC - FIRE DEPARTMENT - 15 YEARS

RICHARD TODD LACEY, FIREFIGHTER/PARAMEDIC - FIRE DEPARTMENT - 15 YEARS

ERIN BETH POPE, COMMUNITY SERVICE AIDE - POLICE DEPARTMENT - 15 YEARS

JARED SCHWARTZ, POLICE OFFICER - POLICE DEPARTMENT - 10 YEARS

TARA JESSICA NUSSENBLATT, VICTIM ADVOCATE - POLICE DEPARTMENT - 5 YEARS

2) COMMISSION COMMENTS

COMMISSIONER PEERMAN said that she was invited to dinner for the Hollywood Commissioner Cathy Anderson, who instituted the bans on the display of animals. She noted that it was the first City in the United States to institute the ban. She explained that Ringling Brothers recently decided that in 2018, the elephants would be phased out from the Circus, because of the amount of local Bills and laws not allowing the bull hooks or chains. She stated that Margate was one of the first Cities in Broward County to institute the ban.

COMMISSIONER TALERICO stated that he received a phone call from Mr. Finno, whose mother Fannie passed away recently. He said that he received a suggestion to honor Fannie Finno by putting her name on the street sign in front of her home.

A motion was made by Commissioner Frank B. Talerico, seconded by Vice Mayor Tommy Ruzzano, that Fannie Finno's name be placed on the street sign in front of her home.

MITCH PELLECCIA, 6890 NW 9th Street, said it was a great idea and he suggested naming the street after Fannie Finno.

COMMISSIONER TALERICO explained that was not done because of Postal Service issues and identification; however, names could be added to the top of the street sign.

The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

COMMISSIONER BRYAN thanked the Police Department for the Men to Boys Mentoring Program, which was run by Coach Dunn, and the great job that was done at the Video Game Challenge at Firefighters Park on Saturday. She thanked Carol DiLorenzo,

Margate Moonwalkers Team Captain, and her husband John, for the great job they did at the Garage Sale for the Relay for Life. She also thanked Sam May and the rest of the Moonwalkers that helped with the sale, which resulted in raising over \$320. She said that she enjoyed the Saint Patrick's Day Parade yesterday with Oriole Gardens Clubhouse. She noted that March is National Women's History Month and wanted to honor the women in the City of Margate. She stated that there approximately 21 ladies that have worked for the City of Margate for over 20 years, who should be honored, and she read aloud their names. She stated that as the first African American to be elected as Commissioner of Margate, she wanted to salute Mayor Simone and Commissioner Peerman for being of the first three women together on the panel.

VICE MAYOR RUZZANO said that he heard the Senior Games were a blast and recognized Director of the Northwest Focal Point Senior Center (NWFPSC) Karen Diaz. He mentioned getting the canals stocked with bass fish or other fish.

CITY MANAGER DOUGLAS E. SMITH said that he would check into the matter with Staff.

MAYOR SIMONE stated that she had no comments.

3) PUBLIC DISCUSSION

MITCH PELLECCIA, 6890 NW 9th Street, said that he attended every day of the Senior Games, which had been going on for 36 years. He stated that many people were not aware of the event; therefore, he felt the City might want to consider promoting the Senior Games event further in advance. He said that more than 200 people attended; however, he felt that would be more if the event was promoted sooner. He stated that he was not aware of other Cities that had Senior Games, which would make Margate the focal point. He spoke about the people's vitality, vibrance and attitude. He noted that Margate was the largest contributor in terms of people, to the Northwest Focal Point Senior Center. He said that about 935 people were signed up for the NWFPSC and 368 of those people were from Margate. He noted that 2/3 of the people came from 29 other Cities. He suggested looking forward fiscally and having some of the Cities chip in some money for the NWFPSC. He felt that Margate was financing the brunt of the NWFPSC while other Cities were using it.

COMMISSIONER TALERICO said that it was tried in the past. He stated that notices were sent in the past, but no response was received. He noted that there were other centers.

NWFPSC DIRECTOR KARIN DIAZ stated that the Northeast Focal Point Senior Center was located in Deerfield, a Southeast Center was located in Hollywood and a Southwest Center was located in Pembroke Pines. She said that the grant required them to serve all the seniors no matter where they come from. She stated that transportation limited them to the Northwest quarter of Broward County. She added that some members went to other places as well, because there was cooperation between the Cities. She said that promoting the events and obtaining sponsorships would be a good idea.

COMMISSIONER TALERICO suggested bringing that up at the next meeting of the Northwest Council of Elected Officials and adding it to a Commission meeting for discussion.

RICK RICCARDI, 4829 South Hemingway Circle, President of the Chamber of Commerce, provided an update of the Margate City Fair. He explained that posters were being placed all around the City. He said that a program would be provided to all entering

the Fair, which showed all of the activities for each day. He noted that there were about 30 commercials showing on television. He stated that there were probably over 200 vendors over various days, which would create a Street Festival atmosphere combined with the Fair. He said that he would be asking the Community Redevelopment Agency (CRA) for an extension for the Carnival portion of the Fair to use the funds for a Relay for Life donation. He clarified that all of the proceeds from that week would be donated.

THERESA DECRISTOFARO, 6600 Brandywine Drive South, provided an update on the Coconut Creek/Margate Relay for Life. She stated that her and her husband were the Community Champions and wanted to thank the City Commission and City Staff for all of their support. She read the Mission Statement pertaining to volunteers. She thanked the Chamber of Commerce for offering a free venue for all of the teams to do their fundraising efforts. She showed a T-shirt that was available for \$5. She added that the Margate Moonwalkers were having a fundraising event at Buffalo Wild Wings on Saturday, March 21, 2015, between 11:00 a.m. and 5:00 p.m. She stated that 10 percent of all sales will go directly to the Relay for Life. She said that she had the tickets that were needed for the event.

RICH POPOVIC, 6066 Winfield Boulevard, spoke about the Circus not coming to Margate. He commented on Sunrise going to court over the Puppy Mill. He said that the Metropolitan Planning Organization (MPO) Transportation was planning more taxes and Broward County wanted an \$8 billion dollar wish list. He added that Broward County wanted the one penny sales tax. He noted that there was currently no formal proposal yet, but he felt it would come soon.

COMMISSIONER TALERICO stated that he was glad that the City of Margate banned elephants. He noted that the Commission was involved with the MPO; therefore, they could not make any statements. He clarified that the Commission could not openly promote something the voters would vote on regarding a tax situation.

CITY ATTORNEY EUGENE STEINFELD said that they could do so individually; however, they could not utilize City funds or resources to do that.

TONY SPAVENTO, 3194 West Buena Vista Drive, Representative of Coral Bay, said that there was an incident at one of his facilities. He noted that a letter was received Wednesday night and a meeting was held Thursday, which was attended by two Margate Police Officers. He stated that he was very pleased, but felt that they did not need to come out; however, the homeowner was pleased when she saw the quick response of the Police Department because of the two Police Officers that were present. She asked that the Commission never give away our Police Department, though he was very unhappy that Dispatch was given away. He felt that money would be well spent with an electrostatic fishing boat killing the snakehead fish eating the other fish. He said that stocking the fish was just feeding the snakehead fish.

4) CONSENT AGENDA

A. ID 14-987 MOTION - APPROVAL OF CITY COMMISSION MINUTES

APPROVED

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

B. ID 14-969 MOTION - ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL

REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2014.

A motion was made by Commissioner Talerico, seconded by Commissioner Peerman, that this Motion be approved. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

5) CITY MANAGER'S REPORT

CITY MANAGER DOUGLAS E. SMITH provided an update on activities as follows:

- March 28, 2015, at 9:00 a.m. at the Sports Complex will be the Egg Hunt.
- April 11, 2015, will be the Sounds at Sundown and Food Truck event.
- April 11, 2015, will also be the Coconut Creek/Margate Relay for Life event from 11:00 a.m. to 11:00 p.m. at Monarch High School.
- April 18, 2015, will be the rescheduling of the rained out Movies in the Park, "Sandlot."
- For the Celebrate 60 event, the City was seeking assistance from residents and businesses to submit stories and photos pertaining to the history of Margate. He noted that there was a form available on the website, as well as additional information.
- The Centennial Park Playground Project was complete.
- Staff was looking into incorporating a Community Event Section on the website, which could be structured so that events would have to meet certain criteria, such as non-profit, other governmental agencies and social service organizations. Interested groups would be able to submit a form on the website for review before placing on the website. Would be implemented if Commission gave a consensus, and all the Commission agreed.
- Carnival extension – If Commission was supportive of extending, Staff would approve the event extension administratively to keep the event days at the 15 day current limit. A follow-up CRA Board meeting would be scheduled to consider the extension of the use of the property. The Commission agreed with the extension and moving forward.
- There would be a City/CRA combined table at the event. Received request for assistance from the Fire Department and CERT at the event on March 22, 2015, which was the health, safety and wellness day of the event.
- Tomorrow night there would be the Northwest Broward Business Partner Community Expo from 6:00 p.m. to 9:00 p.m. at Margate Middle School.
- Information was received regarding the creation of a more formal arrangement with the Sports Leagues. Parks and Recreation found another City that created a Sports Policy, which would provide a more formal arrangement with the leagues and could be customized to each league as needed. It would be a cooperative process and Staff would sit down with the leagues to work it out. Asking general direction from the Commission and will then proceed with the next step of working with the leagues during their non-peak season. Will then bring it back to the Commission at a later date in a policy format. The Commission agreed to proceed.

6) RESOLUTION(S)

- A. ID 14-943 APPROVING AWARD OF BID NO. 2015-001- PUBLIC WORKS ADMINISTRATION ROOF PROJECT, TO INFINITY ROOF AND SHEET METAL, INC., IN AN AMOUNT NOT TO EXCEED \$155,373.

Resolution 15-023

A motion was made by Vice Mayor Ruzzano, seconded by Commissioner Peerman, that this Resolution be approved. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

B. ID 14-974

WAIVING OF BIDDING FOR THE PURCHASE OF UPGRADE FORENSIC TECHNOLOGY AND SOFTWARE FROM CELLEBRITE USA, INC. AS PROVIDER OF THE EXISTING SOFTWARE UTILIZED BY THE MARGATE POLICE DEPARTMENT AND AS THE SOLE SOURCE DISTRIBUTOR AND PROVIDER OF THIS TECHNOLOGY AND SOFTWARE, IN AN AMOUNT NOT TO EXCEED \$12,000 PROVIDING FOR FUNDING FROM THE LAW ENFORCEMENT TRUST FUND.

Resolution 15-024

A motion was made by Commissioner Bryan, seconded by Commissioner Peerman, that this Resolution be approved. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

C. ID 14-983

APPROVING A ONE YEAR RENEWAL OF THE CONTRACT PURSUANT TO BID NO. 2014-010 HOT-IN-PLACE ASPHALT RESURFACING WITH CUTLER REPAVING, INC. FOR THE ONGOING MAINTENANCE OF CITY ROADS, PROVIDING FOR UPDATE IN PRICING OF REFLECTIVE ROAD MARKERS FROM \$1.10 TO \$4.40 PER MARKER.

Resolution 15-025

A motion was made by Commissioner Peerman, seconded by Vice Mayor Ruzzano, that this Resolution be approved. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

D. ID 14-979

APPROVING APPOINTMENT OF _____ AS THE DIRECTOR, _____ AS FIRST ALTERNATE, AND _____ AS SECOND ALTERNATE FOR THE BROWARD LEAGUE OF CITIES FOR 2015-2016.

Resolution 15-026

A motion was made by Commissioner Talerico, seconded by Vice Mayor Ruzzano, to insert the name of Commissioner Lesa Peerman as the Director, Vice Mayor Tommy Ruzzano as the First Alternate and Commissioner Joyce W. Bryan as the Second Alternate. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

E. ID 14-975

APPROVING APPOINTMENT(S) OF _____, _____, _____ AND _____

_____ TO THE FIVE MEMBER MARGATE BOARD OF
ADJUSTMENT FOR THE VACATED POSITION(S) FOR A TERM
COMMENCING MARCH 19, 2015 - MARCH 18, 2016.

Resolution 15-027

MAYOR SIMONE stated that Board Applicant Clifford Frederic was unable to attend; however, he was still interested in being appointed to a Board. She respectfully declined making an appointment at this time and yielded her appointment to the Commission.

*COMMISSIONER PEERMAN submitted the name of Casey Ahlbum.
COMMISSIONER TALERICO submitted the name of Edward Decristofaro.
COMMISSIONER BRYAN submitted the name of Ruben F. Rivadeneira.
VICE MAYOR RUZZANO submitted the name of Frederick Schweitzer.*

CITY CLERK JOSEPH J. KAVANAGH read aloud the remaining applicant's names as Paul Barasch, Clifford Frederic and Sydney King.

The Commission submitted their nominations for the fifth Board Member position.

*COMMISSIONER PEERMAN nominated Sydney King.
COMMISSIONER TALERICO nominated Sydney King.
COMMISSIONER BRYAN nominated Sydney King.
VICE MAYOR RUZZANO nominated Paul Barasch.*

A motion was made by Commissioner Talerico, seconded by Commissioner Peerman, to accept the choices of the majority of the Commission. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

CITY CLERK KAVANAGH read aloud the five newly appointed Board Members as follows:

*CASEY AHLBUM
EDWARD DECRISTOFARO
RUBEN F. RIVADENEIRA
FREDERICK SCHWEITZER
SYDNEY KING*

**F. ID 14-977 APPROVING APPOINTMENT(S) OF _____ ,
_____, _____, _____ AND
_____ TO THE FIVE MEMBER MARGATE PLANNING AND
ZONING BOARD FOR THE VACATED POSITION(S) FOR A TERM
COMMENCING MARCH 19, 2015 - MARCH 18, 2016.**

Resolution 15-028

MAYOR SIMONE respectfully declined making an appointment and yielded her appointment to the Commission.

COMMISSIONER PEERMAN submitted the name of Catherine Yardley.

COMMISSIONER TALERICO submitted the name of Pat Maher.
COMMISSIONER BRYAN submitted the name of Anthony Caggiano.
VICE MAYOR RUZZANO submitted the name of Todd E. Angier.

CITY CLERK JOSEPH J. KAVANAGH read aloud the remaining applicant's names as Paul Barasch and Teresa DeCristofaro. He clarified that Clifford Frederic only marked on his application to be considered for the Board of Adjustment.

The Commission submitted their nominations for the fifth Board Member position.

COMMISSIONER PEERMAN nominated Teresa DeCristofaro.
COMMISSIONER TALERICO nominated Teresa DeCristofaro.
COMMISSIONER BRYAN nominated Teresa DeCristofaro.
VICE MAYOR RUZZANO nominated Paul Barasch.

A motion was made by Commissioner Peerman, seconded by Commissioner Talerico, to accept the choices of the majority of the Commission. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

CITY CLERK KAVANAGH read aloud the five newly appointed Board Members as follows:

CATHERINE YARDLEY
PAT MAHER
ANTHONY CAGGIANO
TODD E. ANGIER
TERESA DECRISTOFARO

7) ORDINANCE(S) - FIRST READING

- A. ID 14-946 CONSIDERATION OF AN ORDINANCE PROVIDING FOR APPROVAL OF A SECOND AMENDMENT TO THE AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SINGLE FAMILY RESIDENTIAL AND COMMERCIAL COLLECTION; PROVIDING FOR SHORT TERM EXTENSION.

A motion was made by Commissioner Talerico, seconded by Vice Mayor Ruzzano, that this Ordinance - 1st Reading be approved on first reading. The motion carried by the following vote:

Yes: 4 - Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

No: 1 - Commissioner Peerman

PRIOR TO THE READING OF ITEM 7B, CITY CLERK JOSEPH J. KAVANAGH NOTED THAT ITEM 7A WAS INCORRECTLY READ INTO THE RECORD. THE CITY ATTORNEY RE-READ THE ORDINANCE INTO THE RECORD AND THE ITEM WAS THEN VOTED ON AGAIN.

A motion to approve was made by Commissioner Frank B. Talerico, seconded for discussion by Mayor Joanne Simone, after passing the gavel.

MAYOR SIMONE asked whether the extension was for 60 days for Waste Management.

CITY MANAGER DOUGLAS E. SMITH explained that Waste Management previously stated that they would be willing to extend by 60 days. He said that after several meetings with Waste Management, and Staff would be sending them follow-up information. He explained that this ordinance was for a 60 day extension with an option for an additional 60 day extension. He noted that eventually that proposal would come back to the Commission, and the Commission would have the opportunity to decide whether to go with that proposal or to continue with the Request for Proposal (RFP) process. He clarified that this ordinance was for a short term extension in the agreement.

MAYOR SIMONE recommended having one 60 day extension with no more. She said that the reason for the 60 day extension was because their request to speak with the City was not honored; therefore, she felt 60 days was enough time to work things out.

CITY ATTORNEY EUGENE STEINFELD clarified that the ordinance provided that both parties had to agree for the second 60 day extension. He suggested that the City might want the second 60 day extension only to ensure that if going out for an RFP, whoever became the new collector for the City would have enough time and to allow the City enough time to make a decision. He said that it was at the discretion of the City and would not automatically become 60 days unless both parties agreed. He added that it would be at the discretion of the City Manager and the franchisee, and that they would both have to agree to the additional 60 days.

CITY MANAGER SMITH said that he could advise the Commission at the appropriate time before executing.

VICE MAYOR RUZZANO clarified that the City Manager would get back with the Commission after the first 60 days.

CITY MANAGER SMITH agreed, but said that would be a little way down the road.

VICE MAYOR RUZZANO questioned what the advantage was.

CITY MANAGER SMITH explained that the City might need time from the RFP to get a new vendor in place with equipment. He clarified that the negotiation did not have to be tied to a particular number of days, and that currently it was just 60 days at the end of the agreement.

CITY ATTORNEY STEINFELD stated that if the City went with Waste Management, the City would not need the 60 day extension; however, it would probably be needed to get a new vendor up and running.

RICH POPOVIC, 6066 Winfield Boulevard, commented on taking advice from the City Attorney because he sat on the Resource Recovery Board. He felt that Waste Management wanted the City's money so there was nothing to worry about and the City should get the best deal.

CITY ATTORNEY STEINFELD stated that it had been two years since representing the

Resource Recovery Board; therefore, he had no ties with that Board. He also noted that he had no ties with Waste Management.

COMMISSIONER TALERICO said that the City Attorney served on the Resource Recovery Board with 27 other Cities to collectively obtain the best deal. He stated that without the extension, when the contract expired Waste Management would not pick up any trash.

CITY ATTORNEY STEINFELD agreed and noted that the extension must be done by ordinance as stated in the City Charter.

MITCH PELLECCIA, 6890 NW 9th Street, stated that in Coconut Creek, Republic Services was the sponsor for the Butterfly Festival for \$20,000, and that garbage companies were now becoming the biggest sponsors of Cities across Broward. He said that the taxpayers were paying the same rates during the extensions; therefore, he questioned whether they would already be paying lower rates for garbage pickup if this went to the bidding process earlier. He stated that Waste Management service had been phenomenal. He said that the process was alien to him; however, he felt that while negotiating, the City should ask Waste Management to drop the price \$10 a ton. He noted that the charge was the same as for solid waste pickup when putting yard waste in a garbage bag on his curb; however, it was cheaper to pick that up. He suggested getting the rate down now, and then see what offer would come to the table after, because it was a competitive situation.

CITY MANAGER SMITH said that the 60 days would apply to the end of the agreement.

TIM BOWERS, Waste Pro, said that Waste Pro was a local hauler that handled Margate's neighbors. He stated that if the City decided to do an RFP, it would take a couple of months. He said that a new hauler would probably need a 90 day start date. He noted that if a new hauler was awarded, an extension might not be needed.

ANTHONY CAGGIANO, 7856 NW 1st Street, asked why the City had not gone out for an RFP from day one. He noted that there were four vendors here last month that wanted to pick up the City's garbage. He saw no reason why Waste Management could not compete in the same way as everybody else and provide their best price.

BERTHA SMITH, 569 Banks Road, said that she did not understand why this could not be made an open process and put the contract out for bid. She said that because someone was used for three or four years did not mean the City had to continue to use them. She said that the City was supposed to be trying to get the best price for the residents.

DON JANE ADAMS, 5830 Coral Lake Drive, Vice President of the Margate Alliance of Condominiums and Homeowner's associations, said that she was present particularly on behalf of condominiums. She said that currently they were not part of the City contract and were negotiating themselves. She stated that many of the condominium owners had different vendors. She said that they believed it would benefit everybody to go out for bid with an RFP and invite the condominiums to participate to make the rates lower.

VICE MAYOR RUZZANO stated that there would probably be another Workshop when and if the City went out for an RFP. He clarified that the current discussion pertained to the 60 day extension with a provision, if both parties agreed, for another 60 day extension.

MAYOR SIMONE questioned what would happen if the City did not approve the 60 day extension.

CITY MANAGER SMITH explained that he would bring back the proposal when it was ready. He said that based on the time needed for Commission review, decisions, scheduling a Workshop or whatever time was needed, the action could be deferred. He stated that the ordinance could be done later, providing enough time was allowed. He noted that it was not a requirement to take action right now.

COMMISSIONER PEERMAN questioned whether there was a March deadline the City had to give to Waste Management if going for an RFP.

DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES (DEES) REDDY CHITEPU responded that the City had two deadlines. He stated that March 1st was the County deadline for the County services, because the City was incorporating some of the services provided by the County in the contract. He said that March 30th was the Waste Management notification to terminate the contract. He said that with the 60 day offer, Waste Management automatically allowed the City to extend the deadline. He noted that the City had already sent a letter to the County and the notification deadline was extended to May 31st.

COMMISSIONER PEERMAN clarified that the Commission was voting on the 60 day extension to eliminate the March 30th deadline, and to have Waste Management come in to negotiate.

CITY ATTORNEY STEINFELD clarified that this did not change the March 30th deadline.

DIRECTOR CHITEPU explained that there was no discussion on the March 30th deadline.

CITY ATTORNEY STEINFELD stated that this was an extension of 60 days for the March 30th deadline, because the City Commission voted to provide for a two path situation; 1 – to have DEES go out and prepare an RFP; 2 – Waste Management and administration should negotiate. He said that the deadline was given as March 30th, and at the same time 60 days was supposed to be given. He clarified that the 60 days was not to extend the March 30th deadline.

DIRECTOR CHITEPU said that the contract language did not specify the date of March 30th, but stated that it was six months before the end of the contract.

COMMISSIONER PEERMAN clarified that the Commission was voting on giving Waste Management the option to negotiate with the City and to extend the contract by 60 days to allow for the negotiations.

VICE MAYOR RUZZANO asked when this would take effect.

CITY ATTORNEY STEINFELD said that it would be the second reading.

The motion failed by the following vote:

Yes: 2 - Commissioner Talerico and Vice Mayor Ruzzano

No: 3 - Commissioner Peerman, Commissioner Bryan and Mayor Simone

CITY MANAGER SMITH felt that clarification was needed regarding whether to give Waste Management a notice if not agreeing to extend.

CITY ATTORNEY STEINFELD stated that the City had to give notice to terminate the contract.

VICE MAYOR RUZZANO asked whether as of March 30th the City had no garbage contract.

CITY ATTORNEY STEINFELD clarified that as of March 30th the City did not have a garbage contract on September 30th.

COMMISSIONER PEERMAN reiterated that the City was informing Waste Management that as of March 30th, the City was going out for bid before the end of their contract.

CITY MANAGER SMITH noted that Director Chitepu felt that the 60 day extension was needed to go out to bid.

A motion was made by Mayor Joanne Simone, seconded by Commissioner Joyce W. Bryan, to reconsider the item.

MITCH PELLECCIA, 6890 NW 9th Street, said that the Commission made a decision and voted 3 to 2 against the motion; however, City Administration was expecting another decision. He asked whether the Commission had been provided with appropriate information to make the decision. He felt that something was not right because they were now being asked to reconsider their decision. He stated that the City still did not have a competitive bid.

VICE MAYOR RUZZANO questioned whether the City was out of contract negotiations with Waste Management at this point, due to the prior vote.

CITY ATTORNEY STEINFELD explained that Waste Management had until March 30th. He reminded the Commission that this one vote was the exact opposite of the Commission's vote when the subject last came up, with the understanding that the City could not do this by resolution, but had to come again for an ordinance.

COMMISSIONER PEERMAN clarified that the vote was previously 4 to 1.

CITY ATTORNEY STEINFELD said that might be why Administration was taken aback, because it was the opposite of when the Director of DEES suggested the extension.

COMMISSIONER PEERMAN said that a lot of times when people on the winning side of an argument will reopen a subject. She understood the need for the 60 day extension; however, she did not believe Waste Management would give the 60 day extension without the caveat of being able to separately negotiate before the bid goes out. She felt that they would get nothing out of the deal. She noted that the reason for them giving the 60 day extension was to negotiate without the bidding process.

CITY ATTORNEY STEINFELD read a letter from Waste Management into the record from the Agenda backup with regard to the 60 day extension. He noted that the letter did not mention that it was relying on negotiations; however, the last time it came up the Commission voted on negotiations. He said that might be why Waste Management gave

the extension.

CITY MANAGER SMITH stated that Director Chitepu informed him that the plan was to bring both the proposal from Waste Management and the RFP to the City Commission on May 6th for determination on which direction to go.

CITY MANAGER STEINFELD explained that a motion to reconsider was currently on the floor. He said that if the motion to reconsider was passed, the prior vote of the Commission would be off the floor and a new motion would be needed.

RICK RICCARDI, 4829 South Hemingway Circle, requested that the City Commission reopen the item, because he was concerned with having enough time before September 30th.

RICH POPOVIC, 6066 Winfield Boulevard, said that the Commission should pay attention to their conscience. He felt that the City should have gone out for a bid a long time ago. He added that the Commission should do what the public wanted.

VICE MAYOR RUZZANO stated that the City was not signing a contract with Waste Management, but it was negotiating to see what they had to offer. He said that they were a reputable company that was and would be around a long time with a great product; therefore, he felt the City should find out what their numbers were. He said that Waste Management would come to the City with an answer and from there the City could decide.

ANTHONY CAGGIANO, 7856 NW 1st Street, felt that 30 days had already passed and the City should not be opening, because it was giving Waste Management more time to procrastinate.

The motion to reconsider carried by the following vote:

Yes: 3 - Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

No: 2 - Commissioner Peerman and Commissioner Bryan

ATTORNEY STEINFELD re-read the ordinance into the record, as the previous vote was eliminated.

A motion was made by Commissioner Frank B. Talerico, seconded by Mayor Joanne Simone, to approve the 60 day extension.

ANTHONY CAGGIANO, 7856 NW 1st Street, felt that a month had already passed and Waste Management had not started discussion with the City yet; therefore, the City was getting pushed closer and closer to the contract deadline. He said that if Waste Management was serious they would start negotiating now to convince the City to remain with them.

VICE MAYOR RUZZANO he said that as a businessman, he knew it would drag on, but the City would eventually get their offer.

THERESA DECRISTOFARO, 6600 Brandywine Drive South, thanked the Commissioners for giving Waste Management a deadline. She said that she had been attending

meetings for years and was told that government moved slowly; therefore, she felt it was time to get the job done, get other bids and whatever else needed to be done so the City will have a contract in place.

BERTHA SMITH, 569 Banks Road, said that she was baffled. She stated that the Commission needed to do the right thing. She believed in open and transparent government; therefore, she asked that the Commission put the contract out for bid.

RICH POPOVIC, 6066 Winfield Boulevard, said that Waste Management would be picking up the trash until September.

MITCH PELLECCIA, 6890 NW 9th Street, appreciated the Commissioners position. He also felt baffled because of the process. He said that there was good conversation at the Workshop and Staff was directed to get prices. He stated that this contract was so exceptional because of the relationship the City had for the past decades. He said that the process seemed bizarre from the beginning. He asked that the Commission make a decision in favor of the process and consistency.

COMMISSIONER TALERICO noted that Staff could not get an RFP without the Commission approval. He said that nothing had been done yet and that the Commission was waiting on information to make a decision.

CITY MANAGER SMITH clarified that the City had already met with Waste Management twice and would find out when the proposal would be received and would inform the Commission.

COMMISSIONER TALERICO noted that it was never stated that the City was not going out to bid.

MAYOR SIMONE verified that the City Manager mentioned May 6th as the date for negotiations wrapping up and the RFP coming back to the Commission.

CITY MANAGER SMITH agreed that Director Chitepu informed him of the plan to get both items back for May 6th.

MAYOR SIMONE said that she was willing to wait until May 6th.

COMMISSIONER PEERMAN said that if there was a reason that this item should be passed due to timing that the City needed, the Commission should have been made aware of that. She stated that if that information was provided, there might have been a different vote. She clarified that in the Workshop DEES came up with the City's wants, wishes and desires. She did not want Coral Springs' wants and did not want to know other Cities' prices, because she only wanted a list of what the City wanted. She noted that a motion was made at the last meeting to allow Waste Management to negotiate separate from the RFP, which was carried by a 4 to 1 vote. She clarified that what came before the Commission tonight was the 60 day extension to negotiate.

VICE MAYOR RUZZANO said that he previously asked for numbers and felt that the City needed to get the lowest price. He said that the Commission did not talk about the businesses using Waste Management at the Workshop, which needed to be looked at.

COMMISSIONER TALERICO asked the City Attorney whether under State Law an individual hauler could not be used for individual use.

CITY ATTORNEY STEINFELD disagreed and clarified that the City could have one contract for all. He stated that most Cities in Broward County had a unified Franchise Agreement. He clarified that the City could not control recycling for commercial establishments.

The motion carried by the following vote:

Yes: 3 - Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

No: 2 - Commissioner Peerman and Commissioner Bryan

B. ID 14-957 CONSIDERATION OF A REZONING FOR PROPERTIES 451, 461, AND 471 BANKS ROAD.

A motion was made by Commissioner Peerman, seconded by Vice Mayor Ruzzano, that this Rezoning Ordinance - 1st Reading be approved on first reading. The motion failed by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

8) ORDINANCE(S) - SECOND READING

A. ID 14-981 CONSIDERATION OF AN ORDINANCE TO REVISE OUTDOOR EVENT REGULATIONS.

Ordinance 2015-1500.611

A motion was made by Commissioner Bryan, seconded by Vice Mayor Ruzzano, that this Zoning-Related Ordinance - 2nd Reading be approved on second reading. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

B. ID 14-982 CONSIDERATION OF AN ORDINANCE TO REVISE PORTABLE STORAGE CONTAINER REGULATIONS.

Ordinance 2015-1500.612

A motion was made by Vice Mayor Ruzzano, seconded by Commissioner Bryan, that this Zoning-Related Ordinance - 2nd Reading be approved on second reading. The motion carried by the following vote:

Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

9) DISCUSSION AND POSSIBLE ACTION

COMMISSIONER TALERICO left the room at 9:32 a.m. and returned at 9:34 a.m.

A. ID 14-999 DISCUSSION AND POSSIBLE ACTION REGARDING THE AGREEMENT BETWEEN THE CITY OF MARGATE AND THE ALZHEIMERS FAMILY CENTER.

CITY MANAGER DOUGLAS E. SMITH explained that the Alzheimer's Family Center provided in home respite services for caregivers and individuals with Alzheimer's, as well

as counseling and other services, in the northern Broward area. He stated that the City had an informal relationship with the center for many years in the past; whereby, the City provided up front money to the center. He said that Grants applied for were received after the services were provided. He said that in 2007, an Agreement was formalized with the center. He explained that under the Agreement the City provided bookkeeping services to the center. He added that the Agreement also stated that the center would deposit with the City all monies received, with the exception of several types of accounts that were outlined in the Agreement. He noted that Section 5 of the Agreement stated that if the City determined it paid out more than \$75,000 that it had received from the center, the City may then refuse to pay any additional funds until additional funds were received from the center, which was determined by the City Commission. He added that the Agreement also provided a 60 day written Notice of Termination. City Manager Smith said that the center provided services to individuals and others struggling with a difficult disease, but unfortunately, the Alzheimer's Family Center's deficit to the City had grown and was approximately \$500,000. He said that City Staff members met with the Center in June 2014, at which time the Center provided information on cost saving measures taken totaling over \$70,000 per year, as well as additional pending cutbacks or changes with the potential savings/revenue of \$60,000 to \$70,000 per year. He said that the Alzheimer's Family Center also indicated the possibility of some large Foundation Grants and fundraisers in the planning stages. He noted that Staff met again with the Center in February 2015, and the Center was asked to provide a repayment plan. He said that the City was contacted last week by Attorney William Cea, who was authorized by the Center to provide several alternatives for payment to the City; however, the alternatives provided were far less than the amount owed to the City. He stated that Staff's recommendation was immediately implement Section 5 of the Agreement, and not pay out additional funds to the Center, until additional funds were received to lower the amount due to under \$75,000. He said that he discussed the matter with the City Attorney and Attorney Cea. He said that Staff also recommended that the City provide the Center with a 60 day Termination Notice.

ATTORNEY WILLIAM CEA, Becker and Polikoff, 625 North Flagler Drive, West Palm Beach, was present on behalf of the Alzheimer's Family Center. He stated that the Executive Directive of the Family Alzheimer's Family Center was Joyce Carney who was not able to attend this meeting due to illness. He said that the relationship with the City was going on for approximately 27 years so the Center could provide much needed services to the public and those struggling with Alzheimer's. He noted that those services included in home respite, volunteer companionship, case management, in home counseling, information and referral and community education. He noted that in 2007, the parties entered into a written Agreement that provided bookkeeping services. He added that the Agreement also provided that the City would advance up to \$75,000, and that beyond that amount, counsel would have discretion as to whether to not advance additional funds. He said that the Agreement also provided that there would be reconciliation twice a year; however, it was either not done or was not done properly, because through 2012, the Center was always well within the parameter. He stated that the figure for the deficit through 2012 was \$38,000. Attorney Cea stated that during 2013, the City informed the Auditors for the Center that there had been discrepancies made. He noted that in late 2013, the Center was told about the dramatic difference with the discrepancy now being \$313,000. He said that the Center was shocked and at the end of 2013, they provided a payment of \$75,000 to the City. He explained that the Center was still confused as they just received the final quote from the Auditors on January 2015; however, the 2014 audit had not been received yet. He reiterated that the difference was dramatic and went from \$38,000 to \$313,000 to \$500,000. He felt that both the City and the Center wanted to address the situation; however, they did not want to cause the Center to go into an immediate state of crisis and not be able to provide the services.

Attorney Cea said that he was keeping in touch with the City Manager and the City Attorney to keep the line of communication open and to resolve the situation. He stated that if the City was cutting off additional funding, the Center was requesting that the City follow the procedure in the Agreement and to provide at least the 60 day Notice to Terminate. He said that if the decision was to not advance further funding, the Center requested that during the 60 day period the bookkeeping service and processing of bills continue and that the money provided from the Center during the 60 days be put toward those items, rather than being put toward the deficit. He stated that both he and the Alzheimer's Family Center were open to continuing to work with administration to resolve the issue.

CITY MANAGER SMITH stated that Staff could support the request for the City to pay expenses for the 60 day period, to the extent that funds were received in advance by a Cashier's Check or similar form of guaranteed payment.

COMMISSIONER TALERICO asked whether the City was currently paying the payroll and expenses.

CITY MANAGER SMITH understood that the mortgage was paid out of their own account; however, the City paid expenses and payroll. He noted that the Center had Visa and Mastercard accounts and specific donations.

COMMISSIONER TALERICO said that it appeared that the City was paying the bill for the Alzheimer's Family Center for years. He mentioned that in the past, Mr. Jack Tobin, who was the Founder of the Center, and was involved in Legislature, received a lot of funding from the State for the Center.

ATTORNEY CEA understood that the deficit was always within the parameter of less than \$75,000 until 2013.

COMMISSIONER TALERICO asked whether the City could audit the Center's books, and CITY MANAGER SMITH said that was not allowed under the current Agreement.

ATTORNEY CEA noted that the City was provided with an audit, and CITY MANAGER SMITH noted that the 2013 audit was produced in 2015.

ATTORNEY CEA said that was because the Auditor had to amend an opinion.

COMMISSIONER TALERICO questioned what would happen when there was no money for payroll.

ATTORNEY CEA reiterated what City Manager Smith stated that the money would have to come in from the Center in order for the City to pay out.

CITY MANAGER SMITH said that according to the records, in 2007, the amounts were in the area of \$75,000, which increased to over \$100,000 in 2011, and went up from there.

COMMISSIONER TALERICO questioned whether the Center was aware of the deficit, and CITY MANAGER SMITH said that they were provided with the reporting, but he had not specifically seen what they were provided with.

COMMISSIONER TALERICO asked what would happen after the 60 days when there was no more money, because the debt was growing and growing.

ATTORNEY CEA said that issue would have to be addressed by the Center. He understood that the Center did not feel it was a debt that was growing and growing, but that it became a problem in the second half of 2013, when they were advised of the difference. He said that the Center was not receiving letters, statements or demands from the City for years and years, but only became a problem in late 2013. He noted that the \$75,000 payment was made in 2013, and the Center's Auditors were giving the Center different numbers until they met with the City and changed their opinions issuing a new report in January 2015, stating that the deficit figure of \$313,000 the City provided in 2013 was accurate.

COMMISSIONER TALERICO agreed with honoring the Agreement and questioned what would happen afterwards.

CITY MANAGER SMITH explained that the contract would have to go through the 60 day period and whatever other direction Staff gave regarding the payment would depend on the City Commission.

COMMISSIONER TALERICO asked whether the City Manager recommended letting the Agreement play out and make a decision after that.

CITY MANAGER SMITH recommended that the Commission proceed with the 60 day termination with a provision with a guaranteed form of payment coming in in order to cover expenses going out. He noted that the City could continue discussing with the Center in an attempt to reach some type of decision on the remaining part of the deficit. He said that both he and the City Attorney were agreeable to working through any mediation process needed.

VICE MAYOR RUZZANO wanted to know who wrote the Agreement up and who was responsible for watching the money.

CITY ATTORNEY STEINFELD said that he wrote the Agreement.

VICE MAYOR RUZZANO asked how the deficit could jump from \$75,000 to \$318,000 in three years. He expressed concern because he was requesting parks, infrastructure and shade companies while the Center owed the City \$600,000. He felt that the Center was not going to pay it back and just wanted the 60 day out; however, the taxpayers were out \$600,000.

CITY MANAGER SMITH said that Attorney Cea indicated that the Center was willing to sit down in mediation to discuss the amount due.

VICE MAYOR RUZZANO said that the Commission was going to look back when they terminate the Agreement because of the 27 year relationship and he questioned who was watching the account and how it got so high. He hoped that whoever was responsible was no longer watching any money in the City.

CITY MANAGER SMITH stated that this issue was going on for a number of years. He responded that the former City Manager met with the Center before he left and provided an update of his conversation with the Center. He said that the former City Manager realized that this was something that was going to have to come to the City Commission. He said that both he and the former City Manager met with the Center a couple of times. He stated that this situation did not happen overnight, and that according to the City's records, it was growing over the years. He noted that it could have been cut off at \$75,000 years ago, but that would have been determined by the City Commission, which

was not done at that time and had to be faced now.

VICE MAYOR RUZZANO understood; however, he did not understand how nobody said that the \$75,000 limit was exceeded.

CITY MANAGER SMITH said that he could only state that it was not brought forward to a City Commission meeting to be addressed.

ATTORNEY CEA said that nothing he stated should be construed as acknowledging or agreeing that the amount the City Manager provided tonight was the amount that was actually due. He said that the Center was trying to go back and look at the City's contentions and numbers for some time and was still being looked at.

VICE MAYOR RUZZANO asked what amount Attorney Cea felt was fair and if whether writing a check for \$300,000 would be fair.

ATTORNEY CEA said that he could not comment as he was not authorized to make that representation. He stated that he was authorized to say that the Board for the Center was willing to sit down and to try to resolve the dispute; however, he could not negotiate figures he was not authorized to present.

VICE MAYOR RUZZANO questioned what the City would be happy with and questioned whether the City owned the building.

CITY MANAGER SMITH said that there was a mortgage on the building.

COMMISSIONER BRYAN stated that she was an advocate of the Alzheimer's Family Center; however, as a public official and good steward of the City's money, the situation was crazy. She stated that as a public official, she had a fiduciary capacity to do something about this. She agreed with terminating the Agreement. She questioned why the Center had to obtain an Attorney. She spoke about a new Agreement for the 60 days.

ATTORNEY CEA stated that he had not proposed any agreement, but suggested that the City Commission honor the bookkeeping component if they decided to terminate the Agreement and issue the 60 day Notice of Termination.

COMMISSIONER BRYAN was pained that the Center had to pay for an Attorney.

ATTORNEY CEA said that they made an effort with the assistance of Administration to avoid being here; however, it did not work and they needed help and sought guidance and council because someone was saying they owed \$500,000.

COMMISSIONER PEERMAN said that Jack Tobin died in 2011, and was the biggest fundraiser for that organization and could bring in hundreds of thousands of dollars. She felt that up until that point the Center was never above the \$75,000. She stated that because of the relationship with Jack Tobin, the City Commission and the City Managers, someone looked the other way when it went over \$75,000. She stated that the City currently had new Finance people, and she felt that this would not be the first or last mistake found that needed fixing now. She felt that the Commission should stop trying to figure out who did what or when and figure out how to fix it now. She said that the issue was because of the past Commission or past employees, but the issue was to fix now. She agreed with what the City Manager wanted to do.

COMMISSIONER TALERICO clarified that he was a Commissioner when the Alzheimer's

Family Center started, but the Commission never received any reports.

COMMISSIONER PEERMAN clarified that she did not pick Alzheimer's Family Center as one of her charities 27 years ago, but the prior Commission did. She felt that the City Manager should tell the Commission what he specifically wanted so that a motion could be made. She asked whether the Center was supposed to pay the City \$4,000 a year.

CITY MANAGER SMITH agreed that there was a provision for \$4,000 a year for the Bookkeeping, but he did not know whether it was actually billed in the past.

COMMISSIONER TALERICO questioned whether terminating the Agreement in 60 days would give the City any recourse with regard to liens on the property.

CITY ATTORNEY STEINFELD stated that a judgment would be needed to have a lien on the property and he noted that there was some equity in the property.

CITY MANAGER SMITH clarified what he was requesting from the Commission.

A motion was made by Commissioner Talerico, seconded by Commissioner Bryan, that the City Commission authorize Staff to provide the 60 day Notice of Termination of the Agreement to the Alzheimer's Family Center, and that the City Commission authorize immediately ceasing paying expenses for the Alzheimer's Family Center with the exception that the City will pay expenses over the 60 day Termination Notice period to the extent that funds from the Alzheimer's Family Center are received in advance in a Cashier's Check or other form of guaranteed payment to pay the expenses. Direct Staff and the Alzheimer's Family Center to meet to discuss terms of a proposed settlement that would eventually come to the Commission.

RICH POPOVIC, 6066 Winfield Boulevard, said that he was giving money to the Alzheimer's Family Center for 20 years. He stated that they were not non-profit because everybody got paid there and they do make money. He said that it was considered Administrative. He did not like that the Commission wanted to blame prior Commission members. He mentioned that the City was awarded every year for their auditing; however, nobody knew what was going on. He felt that it was everybody's fault.

COMMISSIONER TALERICO noted that the Agreement was made in 2007, and all approved it but nobody ever reported back with information; therefore, the Commission felt everything was running according to schedule.

MITCH PELLECCCHIA, 6890 NW 9th Street, said that he sympathized with the situation. He knew all of the good that the Alzheimer's Family Center did; however, he questioned who was responsible for paying the \$300 an hour Becker and Poliakoff Attorney; the City or the Alzheimer's Family Center. He said that obviously somebody in the City was responsible for this; however, nobody wanted to point a finger at anybody, because it would do not good. He questioned where the money was in the Budget. He noted that the \$4,000 was under the General Fund Revenues for the Alzheimer's Family Center. He said that he could not find any other Alzheimer's Family Center money in the rest of the Budget. He stated that if the figure of \$500,000 was legitimate, where was it in the Budget. He stated that Commissioner Talerico said that nobody knew; however, the Commission had Budget meetings over the past 8 years since 2007. He asked where the money was in the Budget and whether the money ever got to the Alzheimer's Family Center. He questioned whether there were checks or a trail of where the money did go to.

He asked whether the Commission was provided the trail of how the money left the City and where it had been in the Budget. He felt that the \$500,000 must be in the Budget somewhere and felt that the Commission needed to get to the bottom of this issue, either publicly or not to prevent it happening again. He again asked where the money appeared in the Budget; as an expenditure or revenue.

CITY MANAGER SMITH said that he was sure the \$4,000 would show up as revenue due to the Agreement. He stated that the other amount was probably not budgeted, because under the original agreement it would not have been intended to get to the point that it had. He said that expenses would have been paid out over time that exceeded the revenues that came in. He explained that the Alzheimer's Family Center was not set up in the way the City Departments were set up with a line item.

COMMISSIONER PEERMAN asked if the City Manager was stating that it was not budgeted.

CITY MANAGER SMITH said that it was not budgeted and he referred to the Finance Director.

FINANCE DIRECTOR MARY BEAZLEY explained that the Alzheimer's Family Center funds were set up as Special Revenue Funds that the City paid but they were never budgeted. She said that they showed in the Comprehensive Annual Financial Report (CAFR) this year as a "due" from the Receivable Account in the General Fund and was shown as a receivable on the books. She said that the money went out and was paid to the Center and the City was to be reimbursed.

CITY CLERK JOSEPH J. KAVANAGH re-read the motion into the record.

VICE MAYOR RUZZANO asked how the City could get money back if terminating the contract.

CITY ATTORNEY STEINFELD said that it would be breach of contract. He explained that some of the discussion for settlement would be to recoup the money.

VICE MAYOR RUZZANO questioned whether the City was trying to settle prior to moving forward.

CITY ATTORNEY STEINFELD clarified that the City was not moving forward. He stated that the City was going to try to sit down to recoup some of the monies. He explained that the City would bring any settlement agreement back to the City Commission; however, the City first needed to stop paying out money. He added that the contract needed to be terminated in 60 days and to keep the discussions going.

VICE MAYOR RUZZANO felt that the City should meet with the Center to try to negotiate something, bring it before the Commission, and if the Commission did not agree with the negotiation they could terminate the contract then.

CITY ATTORNEY STEINFELD noted that the City was spending money by doing the administrative services, and that the idea was to try to stop spending money.

VICE MAYOR RUZZANO said that the City already spent \$500,000, and he felt that the Center would not agree to pay, but would agree with terminating the contract.

CITY ATTORNEY STEINFELD noted that the Center would have to obtain their own

separate bookkeeper, and he doubted that they would keep sending the City money if the City began using the money paid to recoup the amount owed. He noted that terminating the contract did not end the debt, but it did help because it cut off the liability of the City.

VICE MAYOR RUZZANO said that the Center did not want the liability.

CITY ATTORNEY STEINFELD noted that the City informed Attorney Cea that the plan was to terminate the contract.

VICE MAYOR RUZZANO stated that if something like this incident happened in private business, everyone would have been fired.

The motion carried by the following vote:

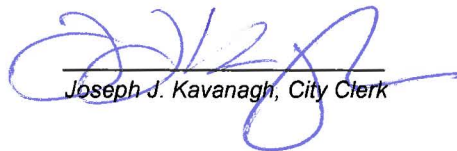
Yes: 5 - Commissioner Peerman, Commissioner Bryan, Commissioner Talerico, Vice Mayor Ruzzano and Mayor Simone

ADJOURNMENT

There being no further business, the meeting adjourned at 10:29 p.m.

Respectfully submitted,

Transcribed by Carol DiLorenzo


Joseph J. Kavanagh, City Clerk

Date: 7/22/15