



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, October 28, 2015

7:00 PM

Commission Chambers

CALL TO ORDER

- Present:** 4 - Commissioner Lesa Peerman, Commissioner Joyce W. Bryan, Vice Mayor Tommy Ruzzano and Mayor Joanne Simone
- Absent:** 1 - Commissioner Frank B. Talerico

In Attendance:

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

PLEDGE OF ALLEGIANCE

ID 14-1372 JAYDA MOHORNE, 7TH GRADE, MARGATE MIDDLE, AND SOLOMON MOHORNE, 3RD GRADE, MARGATE ELEMENTARY

1) PRESENTATION(S)

- A. ID 14-1452 IMPACT OF INVASIVE SPECIES (Presented by Sandra L. Welch, City Commissioner, City of Coconut Creek)
- B. ID 14-1404 FIREFIGHTER OF THE MONTH OF AUGUST - ROBERT RAMIREZ, DAVID NYENBRINK, ED PICKERING (Presented by Interim Fire Chief Dan Booker)
- C. ID 14-1405 RECOGNITION OF MARGATE CERT - TEAM OF THE YEAR FROM FLORIDA CERT ASSOCIATION (Presented by Interim Fire Chief Dan Booker)
- D. ID 14-1406 ALS TEAM PRESENTATION TO CITY - PRAGUE AWARD (Presented by Division Chief Ty Vassil)
- E. ID 14-1451 MARGATE FIREFIGHTERS BENEVOLENT SCHOLARSHIP WINNER PRESENTATION TO NIKO VASSIL AND UPDATE ON BREAST CANCER FUNDRAISER. (Presented by Captain Matthew Whiteshield, B.A., Firefighter)

ATHLETES OF THE MONTH

F. ID 14-1373 BASEBALL: CHASE WILDROUDT, 8 YEARS OLD
(Margate Pony Elite Baseball and Softball, Pinto All-Stars)

SWIM: ALLISON POWER, 11 YEARS OLD
(Margate Motion Swim Team)

EMPLOYEE RECOGNITION FOR YEARS OF SERVICE

G. ID 14-1432 RICHARD M. UBER, WATER TREATMENT PLANT MANAGER -
DEPARTMENT OF ENVIRONMENTAL AND ENGINEERING SERVICES - 40
YEARS

BENJAMIN J. ZISKAL, DIRECTOR - ECONOMIC DEVELOPMENT
DEPARTMENT - 10 YEARS

The meeting reconvened following a brief recess due to technical difficulties.

2) COMMISSION COMMENTS

COMMISSIONER PEERMAN thanked Parks and Recreation Director Mike Jones for the awesome Fall Festival. She commended Communication and Marketing Coordinator Alison Saffold for putting the pictures on Facebook. She asked that Economic Development Director Ben Ziskal be permitted to speak about an item from the Development Review Committee (DRC) meeting.

DIRECTOR OF ECONOMIC DEVELOPMENT BEN ZISKAL explained that the item in question was the proposed WaWa that was reviewed by the DRC at yesterday's meeting. He said that this was the first step in a multitude of steps in order to be able to make a recommendation to approve or not to approve a gas station on the property. He noted that there were two specific items reviewed by the DRC, the first being the Site Plan review. He stated that there had never been a Site Plan to go before DRC and did not have some sort of design components that need to be modified, that did not meet the Code, or that needed to be reworked. He said that the DRC included all of the City Departments and that there were a lot of different interests when designing a site. He noted that at the meeting there were a number of pieces of the design that did not meet the Code, and that the applicant was notified of those items. He said that another component of the project was a special exception, which was a policy decision, whether or not to approve a gasoline service station at the location. He explained that as the applicant worked through the design and the item moved forward through the City process, the recommendation of whether or not to approve it at the location would be a Quasi-Judicial item that would come before the Commission. He noted that no recommendation had been given by Staff and it was not appropriate at this time to talk about a recommendation. He noted that the discussion was just about the design components and whether the project met the Code.

COMMISSIONER PEERMAN announced that at approximately 5:00 p.m. today, Ex-Commissioner David McLean was taken into custody by the Margate Police

Department pursuant to an arrest warrant charging him with State charges for 1 count of bribery of public servant, 2 counts of unlawful compensation reward of official behavior, 3 counts of official misconduct and 1 count of grand theft in the third degree.

COMMISSIONER BRYAN thanked Parks and Recreation Director Mike Jones for the Fall Festival. She also congratulated the Community Emergency Response Team (CERT) and the Margate Advanced Life Support (ALS) Team for their awards. She said that the Margate Initiative for Community Action and Hope (MICAHA) was going to be presenting gift bags to the Veterans at the Veteran's Day Ceremony. She noted that the Police Department and Fire Department would also be honored at the ceremony. She asked whether the City would be able to provide items for the 150 gift bags.

CONSENSUS was given by the Commission to provide items for the gift bags.

COMMISSIONER BRYAN mentioned the Food Harvest Program that was countywide. She noted that Coconut Creek High School was participating this year and had to give only soup and toothpaste. She asked whether the City could have a drive to collect those items.

CITY MANAGER DOUGLAS E. SMITH explained that the City received notification from the Broward County Schools and had already reached out to Coconut Creek High School to determine the date of the event drive. He would set everything up with the Commission's consensus.

CONSENSUS was given for providing support to the event.

VICE MAYOR RUZZANO commended Parks and Recreation Director Mike Jones for the great job on the Fall Festival. He noted that Halloween was coming up this week and he asked that everyone be aware of the Flakka being passed off as gummy bears and candies. He stated that the Margate Police and Fire Departments were awesome. He questioned whether Dan Booker's title was still Interim Chief Booker.

CITY MANAGER SMITH agreed that it was currently Interim Chief.

VICE MAYOR RUZZANO noted that an award was given to a Baseball player at this meeting, and that in Louisiana there were approximately 1,200 to 1,500 families at the recent Baseball event he visited. He felt that it would be great for both the City and the Chamber of Commerce, if Margate could host one of the tournaments. He mentioned Reserve Funds the City had, and suggested having a Credit Union for Margate residents only. He asked whether the City could look into using the reserve money, similar to the Program of All-inclusive Care for the Elderly (PACE) Program.

CITY ATTORNEY EUGENE STEINELD said that would have to be researched.

MAYOR SIMONE said that on September 2, 2015, she requested the financials for the travel expenses for the Baseball Teams that went to the tournament. She asked whether any of the teams provided their financials.

CITY MANAGER SMITH said that he would send a written request to the teams detailing the specifics and would report back to the Commission when the teams responded back.

MAYOR SIMONE thanked Parks and Recreation Director Mike Jones and all City Staff for the Fall Festival. She said that despite the rain, it was fabulous and everybody had a good time. She felt it represented a true Fall Festival with the hay rides, scarecrow

building, petting zoo and pony rides. She noted that a dog was adopted at the event as well. She stated that the Coral Springs Moving Wall was quite an experience and very touching. She noted that there were 58,000 plus names on the wall, and that 61 percent of the names were men and women 21 years of age and younger. She mentioned that the sky was clear and blue when she arrived and when the presentation began the skies went gray with two rainbows overhead. She congratulated Captain Palma, Captain Shaw, Captain Sudman, Lieutenant McCarthy and Sergeant Sciafani on their recent promotions. She said that a resident requested information on the new water bill at the last meeting; therefore, she requested an update from the City Manager.

CITY MANAGER SMITH said that previously it was stated that the postage charge from the new bill was being offset because of other mailings that were sent. He clarified that the Flood Protection Report mailing decreased. He said that the Water Quality Report was now accessible online, and the Chlorination Notice could be placed on the Utility Bill. He said that residents that did not receive a direct Utility Bill would be mailed that notice. He explained that the increase postage was not offset by the new bill format; however, there were other advantages received. He said that the Newsletter was now able to be included, and if other required mailings were needed in the future, the format was already provided. He added that other flyers could be added to the Utility Bill if needed. He stated that the individual sign up for the E Utility Bills was now able to be done, which provided a cost savings due to the \$.30 difference for the E Bill. He noted that the difference between the two would vary over time depending on how many people sign up for the E Bills. He said that he would follow up and provide information to the resident who asked about it.

VICE MAYOR RUZZANO mentioned adding a flyer to the Water Bill.

COMMISSIONER PEERMAN replied that Vice Mayor Ruzzano was referring to the Margate Messenger, which was not done anymore because of the cost. She suggested putting items from the Commission in the new Newsletter.

MAYOR SIMONE thought that the reason for the purchase of the new format was to provide for a Newsletter.

CITY MANAGER SMITH stated that the new Newsletter format was going out. He noted that it was currently limited to four pages; however, other items could be included, such as a holiday greeting, if the Commission wished to have something like that.

3) PUBLIC DISCUSSION

MITCH PELLECCCHIA, 6890 NW 9th Street, said that he was a resident and homeowner for 20 years, and felt that the titles Acting and Interim were confusing to the public. He felt that it was time to make Dan Booker the Fire Chief. He noted that it was the City Manager's decision and not the Commission's decision. He explained that Dan Booker was a Margate resident and that the morale of the Margate/Coconut Creek Fire Rescue Department had increased since he took the helm. He noted that Margatenews.net heard from the residents and he believed there was no reason to delay his appointment as Fire Chief any further. He stated that Dan Booker attended the Coconut Creek Commission meetings, as well as Margate. He said that if he was not going to be the Fire Chief, the City should tell him, because everyone was currently behind him saying that the Fire Department was the best it had ever been.

EDDIE DECRISTOFARO, 6600 Brandywine Drive South, asked whether the Commission could help the Margate Community Emergency Response Team (CERT) with a donation of \$250. He explained that on November 7th, the Fifth Annual Fire Prevention Family Fun

Day was scheduled. He noted that in previous years there was a raffle and a children's duck pond, where a child pays \$1 to pick a duck that has a colored washer underneath that equated to a prize. He said that previously, the Margate Neighborhood Policing Division (NPD), run by Officer Tony Carreccio, would generously donate three or four bicycles to the raffle and duck pond, which they could not do anymore. He said that the CERT Team was trying to have these bicycles donated; however, they had been unsuccessful. He noted that the money earned was used to purchase tools, equipment and supplies to help the citizens during City events or disaster if needed. He stated that the Donation Form had been filled out; however, due to time restraints, he asked if there was any way the Commission could expedite the request.

MAYOR SIMONE thanked and appreciated Mr. DeCristoraro for following protocol by filling out the Donation Form. She said that there was a Resident Project Fund that the money could be given from. She believed that the fund was for all of Margate; therefore, she clarified that the money would be used to purchase bicycles, and that the money would be used to help all of Margate.

A motion was made by Mayor Simone, seconded by Commissioner Bryan, to donate \$250 from the Resident Project Fund to the CERT Team.

VICE MAYOR RUZZANO noted that the CERT Team consisted of volunteers, and he noted that he was a member of the CERT Team. He said that he appreciated all of the CERT Team's help at City events.

MITCH PELLECCIA, 6890 NW 9th Street, suggested that the City insert a line item in the Budget for the CERT Team. He noted that a lot of their funding was from fund raising; however, he felt that a line item for \$2,000 to \$3,000 each year could be provided. He noted that the CERT Team had been serving the community since 2006, and did great things while representing the City.

The motion carried by the following vote:

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

Absent: 1 - Commissioner Talerico

MARCY BERNSTEIN, 5262 NW 31st Street, asked when the City Attorney's last day was, and whether there were Attorneys being currently interviewed. She also questioned the salary range for those being interviewed.

CITY MANAGER DOUGLAS E. SMITH explained that the City Attorney would be leaving next spring. He said that the search firm to be used was previously discussed. He noted that a proposal was already received and would be provided in approximately a week. He stated that the salary would be determined later in the process.

MS. BERNSTEIN felt that the salary should be determined prior to interviewing, because she felt the Commission was generous with the resident's money. She noted that the Coconut Creek City Attorney was making \$160,000 a year; therefore, the City should

have an idea of what salary to start the new City Attorney with. She asked that the City Manager get back to her with the information.

VICE MAYOR RUZZANO mentioned that a prior Workshop was held regarding this matter. He believed that it was decided to look for someone six months prior to the June meeting. He questioned whether someone would be hired as an Assistant City Attorney because he was concerned with putting someone directly into the City Attorney position. He suggested having someone hired six months prior to the City Attorney leaving to have that person become familiar with the City's system.

CITY MANAGER SMITH said that there would be overlap planned. He stated that the City Attorney might feel that six months was too long an overlap.

VICE MAYOR RUZZANO questioned what the title would be if overlapping.

CITY MANAGER SMITH noted that the incoming City Attorney would be hired and would work with the current City Attorney for some overlap period of transition. He clarified that he would not be hiring, and that the City Commission would make that selection. He noted that the agency would assist with the process; however, the ultimate decision was the City Commissioner's.

VICE MAYOR RUZZANO questioned whether he could recommend someone.

CITY MANAGER SMITH agreed that Vice Mayor Ruzzano could recommend someone, and that person's information could be passed onto the search firm, as they would be assisting with the recruitment process. He noted that the firm might provide a list of candidates for review; however, it was the Commission's final decision on who they want as the final interviewees and then as the selection. He suggested that Vice Mayor Ruzzano might want to pick from the applicants that were participating through the process. He clarified that whoever Vice Mayor Ruzzano had that was interested, could be applicants through the process. He noted that if the Commission wanted to do things a different way they could.

MONTE PAROLLA, 5926 Coral Lake Drive, said that he was surprised that Margate still had an Interim Chief. He also commented on how long the City was waiting regarding the City Attorney's position. He said that the Fire Department was doing a good job and the City should make some decisions.

RICH POPOVIC, 6066 Winfield Boulevard, asked whether there was going to be a new Mayor selected at the next meeting.

MAYOR SIMONE said that was to happen not at the next meeting, but the meeting after.

MR. POPOVIC commented on the Mayor's record in office and mentioned the missing money. He stated that the public had good ideas. He mentioned the Cost of Living Adjustment (COLA) that were recently voted on. He noted that COLA was a thing of the 70's and 80's, and that nobody received that anymore. He stated that Senior Citizens were not getting an increase in the Social Security. He added that Broward County performed a study indicating that inflation was 0.5 percent; however, a 5 percent COLA increase was given. He stated that the Fire Department worked 24 hour shifts; however, he wanted to know how many hours they slept and got paid for it. He stated that the dispatchers were fired and the Fire Department was not providing the same service without the dispatchers. He asked how the City justified a 5 percent COLA increase to the City Manager and City Attorney.

VICE MAYOR RUZZANO stated that he and the Mayor joined the Commission at the same time, and that they were never made aware of the missing money until the public was made aware of it. He mentioned receiving an e-mail about going back to the old 911 system, and that the cost was to be around \$11.5 million dollars.

COMMISSIONER PEERMAN felt that it would be better to be extremely active with Broward County Commissioners regarding a better dispatch system. She noted that Broward County Sheriff's Office (BSO) was now running the system; however, Margate was told that BSO was not running it. She felt that the City needed to make sure they were doing what they were supposed to do with regard to training, etc.

MAYOR SIMONE said that she would like to go back to the old dispatch system, and she said that she would be working on it if it was possible. She mentioned that there might be a possibility to work with Coral Springs.

VCE MAYOR RUZZANO questioned whether the City could sue for not getting the property services.

CITY ATTORNEY STEINFELD said that the City entered into an Inter-local Agreement. He stated that it was not fraudulent, but was what Broward County believed was going to happen. He said he would have to look into the terms of the agreement to see if the City could withdraw from it. He believed that there was a certain amount of time that would have to be given to withdraw. He stated that there were no grounds to sue, because there was no specific promise in the agreement. He noted that Broward County was a sovereign entity and there would be no damages to sue the County for.

VICE MAYOR RUZZANO said that the City took the system because it was sold to the City as being a better system; therefore, if not receiving the expected outcome he felt it was a breach of contract.

CITY ATTORNEY STEINFELD disagreed and reiterated that the City was bound by the terms of the agreement to withdraw. He stated that even if there was a breach of contract, the most that could be done was to withdraw from the contract. He reiterated that there would be no damages because of the sovereign immunity of the County.

VICE MAYOR RUZZANO agreed with the Mayor and said that he would love to go back to the old system.

4) CONSENT AGENDA

- A. ID 14-1453 MOTION - APPROVAL OF CITY COMMISSION MINUTES
- B. ID 14-1456 MOTION - AUTHORIZATION TO ADVERTISE AN ORDINANCE AMENDING THE CITY OF MARGATE CODE OF ORDINANCES TO REPEAL CURRENT CHAPTER 19: GARBAGE DISPOSAL AND ADOPT A NEW CHAPTER 19: SOLIDWASTE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL.

Approval of the Consent Agenda

A motion was made by Commissioner Peerman, seconded by Commissioner Bryan, to approve the Consent Agenda. The motion carried by the following vote:

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

Absent: 1 - Commissioner Talerico

5) CITY MANAGER'S REPORT

CITY MANAGER DOUGLAS E. SMITH announced the Veteran's Day ceremony that will be held on Wednesday, November 11, 2015, at 10:30 a.m. He stated that the 17th Annual Margate Golf Classic was scheduled for Thursday, November 12, 2015, at the Carolina Club. He noted that the proceeds would benefit the Northwest Focal Point Senior Center (NWFPS), and more information could be obtained from Parks and Recreation. He thanked the City Clerk's office and the departments that participated in making the Student Government Day a success, as well as the Commissioners for their help. He stated that the City was able to host 34 students from Margate Middle School. He added that the students also toured the Police Department, Calypso Cove, Fire Station 98, the Water Plant and the Public Works Compound. He thanked the Parks and Recreation Department and all City departments that worked on the Fall Festival, which was a successful and great event. He clarified that recent pay charts did not have the City Manager's position shown; however, there was a pay range for the City Manager.

6) RESOLUTION(S)

- A.** ID 14-1448 AUTHORIZING PARTICIPATION AS THE SPONSOR OF THE 2016 RELAY FOR LIFE OF COCONUT CREEK/MARGATE TO BE HELD IN THE CITY OF COCONUT CREEK; PROVIDING FOR FUNDING OF MATERIALS AND SUPPLIES.

Resolution 15-116

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: 4 - Commissioner Peerman, Commissioner Bryan, Vice Mayor Ruzzano and Mayor Simone

Absent: 1 - Commissioner Talerico

- B.** ID 14-1449 AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE NUMBER ONE RANKED DESIGN BUILD TEAM OF SOUTHERN UNDERGROUND INDUSTRIES, INC. AND CHEN-MOORE & ASSOCIATES, INC. FOR REQUEST FOR QUALIFICATIONS (RFQ) 2015-016 DESIGN/BUILD 24-INCH FORCE MAIN AND 30-INCH WATER MAIN CANAL CROSSING.

Resolution 15-117

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

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

Absent: 1 - Commissioner Talerico

- C. ID 14-1455 APPROVING WAIVING OF BIDDING FOR THE SOLE-SOURCE PURCHASE OF HARRELL'S BRAND FERTILIZERS AND RELATED TURF PRODUCTS, DIRECTLY FROM THE MANUFACTURER HARRELL'S LLC FOR THE STANDARDIZATION OF ATHLETIC FIELD TURF TREATMENT PRODUCTS FOR THE DEPARTMENT OF PARKS & RECREATION, NOT TO EXCEED \$50,000.00 ON AN ANNUAL BASIS.

Resolution 15-118

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: 4 - Commissioner Peerman, Commissioner Bryan, Vice Mayor Ruzzano and Mayor Simone

Absent: 1 - Commissioner Talerico

- D. ID 14-1457 RETROACTIVELY ACCEPTING THE 2014 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FUNDING FROM THE US DEPARTMENT OF HOMELAND SECURITY AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR STRETCHER AND LOADING DEVICES; PROVIDING FOR FEDERAL SHARE COST OF 90% (\$325,012), 10% SHARE COST TO THE CITY OF MARGATE (\$32,501), FOR A TOTAL PROJECT GRANT AWARD OF \$357,513

Resolution 15-119

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

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

Absent: 1 - Commissioner Talerico

7) ORDINANCE(S) - FIRST READING

- A. ID 14-1424 AMENDING CHAPTER 2 - ADMINISTRATION, ARTICLE I, IN GENERAL, SECTION 2-2 - RULES GOVERNING CONDUCT OF COMMISSION MEETINGS; PROVIDING THAT COMMISSIONERS MUST ABSTAIN FROM PARTICIPATION IN DISCUSSION ON ITEMS THAT THEY WOULD BE REQUIRED TO ABSTAIN FROM VOTING.

A motion was made by Commissioner Peerman, seconded by Commissioner Bryan, that this Ordinance - 1st Reading be tabled until Commissioner Talerico was in attendance. The motion carried by the following vote:

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

Absent: 1 - Commissioner Talerico

- B. ID 14-1450 AN ORDINANCE OF THE CITY OF MARGATE, FLORIDA PROVIDING FOR EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE AND

RECYCLING COLLECTION SERVICES; PROVIDING FOR INCLUDING CERTAIN MULTIFAMILY DWELLINGS; PROVIDING FOR TERM OF AGREEMENT FROM DECEMBER 1, 2015 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR CITY'S OPTION TO RENEW FOR UP TO FOUR ADDITIONAL TWO YEAR PERIODS; PROVIDING FOR CONTRACTOR'S EXCLUSIVE FRANCHISE AND EXCEPTIONS; PROVIDING FOR CONTRACTOR'S COLLECTION SERVICES; PROVIDING FOR CONTRACTOR'S RESPONSIBILITIES PRIOR TO COMMENCEMENT AND ROUTES; PROVIDING FOR CONTRACTOR'S SERVICES FOR THE CITY; PROVIDING FOR OPERATION DURING STORMS; PROVIDING FOR COLLECTION PROCEDURES; PROVIDING FOR LOCAL OFFICE; PROVIDING FOR COMPLAINTS; PROVIDING FOR MULTIFAMILY AND COMMERCIAL SOLID WASTE CONTRACTS; PROVIDING FOR COLLECTION CONTAINERS; PROVIDING FOR RECYCLING REWARDS AND CONTRACTOR INCENTIVE PROGRAMS; PROVIDING FOR RATES, BILLING, AND COLLECTIONS; PROVIDING FOR PAYMENTS TO THE CITY; PROVIDING FOR PAYMENTS TO THE CONTRACTOR; PROVIDING FOR TIPPING FEES, ADMINISTRATIVE CHARGES, AND RECYCLABLE MATERIAL REVENUE; PROVIDING FOR CONTRACTOR'S VEHICLES, EQUIPMENT, AND PERSONNEL; PROVIDING FOR DESIGNATED FACILITIES AND OWNERSHIP OF WASTE MATERIALS, PROVIDING FOR RECORD KEEPING AND REPORTING; PROVIDING FOR TERMINATION AND DEFAULT; PROVIDING FOR GENERAL TERMS AND CONDITIONS; PROVIDING FOR INSURANCE, NOTICES AND MISCELLANEOUS PROVISIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Vice Mayor Ruzzano, seconded by Mayor Simone, that this Ordinance - 1st Reading be approved

MAYOR SIMONE stated that she reviewed the contract thoroughly and was not sure what she could or could not change without ruining the integrity of the Request for Proposal (RFP). She referred to Page 23 of the contract pertaining to residential solid waste customers and the use of garbage bags following a holiday. She questioned why garbage bags were allowed after the holiday, but not at any other time.

DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES (DEES) REDDY CHITEPU explained that the language was put in the contract because of concerns expressed by the Commission regarding excess garbage following a holiday. He said that this would allow the residents to leave garbage outside of the carts in garbage bags during the holiday period.

MAYOR SIMONE asked whether allowing the bags was going against having everybody use a cart to keep the City looking cleaner.

DIRECTOR CHITEPU said that this would only be permitted after the holiday.

MAYOR SIMONE felt that it was double talk allowing the bags after the holiday, when they were not allowed any other time of year, such as when someone was having a party.

DIRECTOR CHITEPU said that the exception for the holiday was put in the RFP because of the Commission's intent to address the problem. He noted that it was not intended for every routine pickup.

CITY MANAGER DOUGLAS E. SMITH clarified that the accommodation would be for a holiday when garbage was not collected on the holiday.

DIRECTOR CHITEPU believed that it would only be on Christmas.

MAYOR SIMONE referred to Page 25, 7.2.6, where the contract stated that all containers shall be rinsed clean prior to being placed inside the recycling cart. She asked whether one commodity was being saved to waste another by using the water.

DIRECTOR CHITEPU explained that it was a recommended practice; however, in reality it was not typically done. He added that the hauler would pick it up whether it was clean or not. He noted that the contract contained standard language.

MAYOR SIMONE felt that if it was stated in the contract, the company had the right not to pick it up. She asked why it was in the contract if it was not going to be enforced.

DIRECTOR CHITEPU said that the City could have a discussion with Waste Management regarding the Mayor's concerns, because these items were in the RFP and were already in the contract. He noted that another contractor bid the job; therefore, it would have to be determined whether or not there was a way to remove items from the contract.

CITY ATTORNEY EUGENE STEINFELD agreed that it would take both parties to agree to alter the language.

MAYOR SIMONE referred to Page 27, 7.4.5 - Proper Placement of Yard Waste, and noted that the contract stated customers shall place leaves and clippings in clear plastic bags. She felt that the residents were now being asked to buy an additional container, as well as purchasing clear plastic bags. She said that the residents could recycle their grocery bags for the grass clippings. She added that people might already have black plastic bags; however, they would not be allowed now. She said that she did not know if Home Depot and WalMart sell the clear plastic bags. She noted that they could be purchased online.

DIRECTOR CHITEPU reiterated that the contract contained standard language for standard practice. He said that he could look into the matter and could re-address it with Waste Management.

MAYOR SIMONE said that if it was not going to be enforced, it should be taken out of the contract. She referred to Page 29, and noted that there was a grammatical error at Section 8.5.2. She stated that where the word minimum should be maximum.

DIRECTOR CHITEPU agreed.

MAYOR SIMONE referred to Page 38, 14.2.2.B.1, and read that customers shall be provided a one-time free opportunity to change their mind and get a smaller recycling or garbage container. She noted that there would be a charge of \$25 if delivered; however, if going to the contractor's local office there would be no \$25 fee. She asked why residents could only be provided a one-time free opportunity if they could go to the office and pick the container up.

DIRECTOR CHITEPU said that the language was in the RFP, but Waste Management was not going to charge the delivery fee for the cart. He stated that if the resident requested an additional cart, the resident would be charged for the cost of the cart, but the delivery was not to be charged. He explained that allowing the residents to exchange the carts affected the rates Waste Management calculated. He said that Waste Management had to maintain the inventory for the duration of the contract. He stated that the intent of the language was to allow residents to purchase a certain quantity and make any exchanges within the first three months. He said that if that was allowed for all six years, it would be an additional cost burden on Waste Management, which would reflect on the rates.

MAYOR SIMONE referred to Page 44 and said that she would like the \$.46 being charged for the Recycling Rewards Program to be eliminated. She noted that after three years only 20 percent of the residents recycled; therefore, she felt the residents deserved their money back in their pocket. She understood that people could still be part of the Recycle Bank even though they do not pay the \$.46, but they would have to register on their own and do the fun games online to obtain points and movie tickets.

DIRECTOR CHITEPU Program was discussed when the contract was awarded with Waste Management. He noted that the Commission had decided to keep the program in because there was a 60 day clause stating that if there was no participation in the City, the City could come out of the program. He stated that the Commission decided to keep the program and let Staff evaluate it when going through the contract.

MAYOR SIMONE was not sure Commissioner Bryan understood that she could still participate in the Recycle Rewards Bank, obtain points and obtain movie tickets, without paying the \$.46.

DIRECTOR CHITEPU stated that the \$.46 was paid by all of the residents and the City could not pick and choose. He said that if not, the Recycle Bank Program would be eliminated and the residents would not be able to participate and get coupons. He stated that the program was for the entire City, and that residents were either in or out. He reiterated that if the Commission did not want to participate in the program, the residents would not be able to take advantage of the coupons and the program. He clarified that residents would not be able to register on their own.

MAYOR SIMONE said that she would like to get further clarification on this matter. She referred to Page 50, Solid Waste Staff, and read that that Solid Waste Staff would provide support of management of the agreement. She questioned why the City needed a Contract Administrator and what the purpose of having one now was. She understood Waste Management was paying \$100,000; however, she felt that the residents were paying for this in the garbage fee.

DIRECTOR CHITEPU reiterated that this was discussed at the Workshop and through the award process. He stated that the intent was to have a Staff position that can monitor the program. He explained that up until now, the City relied on Broward County because the City was part of the Resource Recover Board (RRB) Program and did not have any Staff to manage the program and monitor the Solid Waste Program. He said that the City relied on consultants and Broward County Staff to help with the program; however, this time, the program would be monitored and implemented through the DEES Department. He stated that someone full time was needed to manage and make sure the \$5 million dollar contract was implemented correctly. He noted that a lot of data had to be tracked from the dump site, Wheelabrator, Recycle Bank and yard waste. He stated that the City

never had a solid waste Staff, and that the Solid Waste Coordinator position was included in the Budget. He noted that it would not be a burden on the General Fund, because the money would be used from the contract to fund the position. He clarified that the intent was to fund one Staff position in DEES and any additional studies and consulting help that was needed.

MAYOR SIMONE questioned why the City needed this now when the City previously had a contract.

DIRECTOR CHITEPU reiterated that the City never managed the program. He noted that previously the City was part of the RRB and most of the work was done by County Staff through the Inter-local Agreement, which had been a burden.

COMMISSIONER PEERMAN believed that to make any changes three votes were needed. She felt that the color of the bags was a major change. She stated that many Cities were tracking their solid waste when they had never done that before. She noted that at the Florida League of Cities (FLOC) there was a class held about making sure that Cities knew what was going on with the trash contract. She felt more comfortable to have the City watching, rather than the County.

COMMISSIONER BRYAN said that she did attend the FLOC class, and she added that she understood the recycling process.

VICE MAYOR RUZZANO said that the Recycle Bank had been discussed and that he, Commissioner Bryan and Commissioner Talerico voted in favor of it. He asked whether making changes would cause the contract to go out for re-bidding. He believed that the City could have negotiated better with Waste Management. He did not feel it could be changed without re-bidding.

CITY ATTORNEY STEINFELD explained that the contract could not be rebid. He said that the award was done and there was now a vested right in Waste Management. He stated that the contract was attached to the RFP; therefore, these comments should have been attached to the RFP, prior to sending the contract. He explained that once the contract was attached to the RFP, Waste Management responded to it. He said that both parties agreeing to change a provision would be fine, but if the companies disagreed, the City's hands were tied because the contract had been awarded. He stated that Florida Law stated that once the contract was awarded there was a vested right in the person or entity who won the award.

VICE MAYOR RUZZANO said that the Mayor made some good points, but questioned whether anything could be done about it.

CITY ATTORNEY STEINFELD said only if both parties agreed.

COMMISSIONER PEERMAN said that the clear bags were not discussed previously and the Commission would not have agreed to it. She noted that it was not in the RFP but was in the contract.

CITY ATTORNEY STEINFELD believed that it was in the contract that was sent out. He clarified that the reason for the clear bag was to ensure that solid waste or garbage was not in the bag, and that it was known during pickup that it was yard waste and not scraps of food, etc. He said that if using black bags, there might be waste in them rather than yard waste, which would have a bearing on what management would do with the bags.

MAYOR SIMONE said that she knew the intent of the clear bags; however, she had a problem with forcing residents to spend more money to buy the clear bags. She stated that the contract was not wonderful to begin with and the City was hardly saving any money. She believed that what was in the RFP was what the City told Waste Management they wanted, and not what Waste Management wanted.

CITY ATTORNEY STEINFELD stated that once Waste Management responded with a price, the City was bound to what was sent out, which was part of the contract.

MAYOR SIMONE referred to Page 58, and said that throughout the contract Radio Frequency Identification (RFID) was mentioned on the trucks and garbage containers to monitor how much garbage and waste was being collected. She asked what the reliability of the RFID was, and whether the scales and scanners were 100 percent fool proof to be calibrated. She said that the readings would be inaccurate if the calibrations were off. She questioned the cost and benefit of having this in the contract. She questioned whether Waste Management already had the equipment or did they have to buy the equipment and new trucks with scales and scanners on them. She asked whether any backup trucks would have scanners too incase of a truck breaking down. She thought this was big brother watching, and that the reason for the RFID was so the City could monitor how much people were and were not recycling. She stated that she resented having big brother watching her, because she felt it was her business what she recycled and if she recycled. She said that she was not sure she wanted to recycle anymore because she was so upset about this contract. She again asked what the benefit was, what the cost was and what the City was doing with the information.

DIRECTOR CHITEPU explained that the carts already had RFID chips; however, the City did not have scanning capabilities. He said that the contractor was now going to be required to have the capability for recycling RFID, but not for garbage. He added that the RFID was required in the garbage carts because the carts were to be used for at least 10 years. He said that the City did not know what the program would be in 10 years; therefore, this would provide the capabilities for the City to have something useful for the collection of data. He noted that the carts had a warranty for 10 years; therefore, the City wanted to take the opportunity now to have the RFID provision. He believed that the cost was approximately \$1 a cart.

CITY MANAGER SMITH clarified that the new garbage carts would also have the RFID chips for the future; however, he asked that Director Chitepu clarify the recycling side.

DIRECTOR CHITEPU explained that the carts for the recycling side already had RFID chips. He said that the contract required the trucks to have the scanners for monitoring. He noted that Waste Management proposed having the scanners for data for determining who was recycling so that educational materials could be provided to promote the program.

MAYOR SIMONE said that the City was monitoring how much the residents were recycling and would then reach out to educate those who were not. She said that recycling had been around for many years and people had made up their minds about recycling, and that their minds would not be changed with education. She noted that in three years that the Reward Bank was being done, 20 percent of the residents recycled. She felt that the City was paying for the expense for something that was not needed.

DIRECTOR CHITEPU replied that the Recycle Bank was different from the recycling rates. He noted that the recycling rates went up almost 60 to 70 percent after issuing the carts. He said that in the future there might be a new process and the City will be able to

utilize any new technology because the carts had the RFID in the carts.

LUIGI PACE, Waste Management, stated that the chip cost under \$1.

MAYOR SIMONE asked what the price was for Waste Management to outfit the trucks with the scanners, scales, equipment and software costs for monitoring the City.

MR. PACE replied that scanners cost about \$15,000 per truck. He said that with scales it would be a little more; however, he did not have that figure. He added that there would be a monthly charge for the cellular connection on the scanners, as well as a licensing charge.

MAYOR SIMONE asked whether these items were being given to the City.

MR. PACE clarified that was part of the rate on the RFP.

MAYOR SIMONE stated that the taxpayers were paying the bill.

MR. PACE agreed that the residents were paying for Waste Management's service.

MAYOR SIMONE stated that the costs were coming from the taxpayers and they were paying for a lot of fanciness. She felt that the residents would be happy to do without the carts, Recycling Program and the RFID chips. She wanted to take out the two Big Belly Solar Compactors from the enhancements for \$11,000 and the Sustainability Service for \$10,000. She realized the rates on the contract could not be changed; however, she asked whether the \$21,000 could be put into the Resident Project Fund to give back to the residents.

VICE MAYOR RUZZANO clarified that the manual pickup was much higher than automated pickup.

DIRECTOR CHITEPU agreed.

VICE MAYOR RUZZANO said that Waste Management was a huge business and he felt that the City should have negotiated more.

MAYOR SIMONE clarified that she was not blaming Waste Management, because she said they gave what the City asked for. She felt that the City did not do the residents justice with what they asked for.

VICE MAYOR RUZZANO said that there was a Workshop; however, he did not see the clear bags included.

MAYOR SIMONE stated that the first time she saw the contract was two days ago.

COMMISSIONER PEERMAN agreed that the contract was not seen until two days ago, and that it was not received within the normal time period for receiving backup. She noted that she previously voted "No" on both bids because she felt they were not good; however, Waste Management won the bid and she did not think it could be changed. She felt that it was a good deal for the City, but not a good deal for the residents. She said that it was not the worst deal for the residents, because they were receiving some more things. She did not believe the Mayor could say the residents did not want the automated system. She stated that she was tired of buying garbage cans because Waste Management bounced them off the driveway.

MAYOR SIMONE said that she did not want the automated system, and that she did not say the residents did not.

COMMISSIONER PEERMAN stated that she did want the automated system so the garbage would not be on her driveway. She said that Waste Management needed to figure out how to resolve that the carts were not put back where they were supposed to be in the Mayor's neighborhood.

MAYOR SIMONE stated that the new contract contained a fine for not doing that.

COMMISSIONER PEERMAN stated that Waste Management in good faith made the best deal for them and the City made the best deal for the City. She said that the Commission should have come up with a lower price and thrown both bids out. She questioned whether the City could re-enter the yard waste situation with Waste Management to go back to the co-mingling in a year or two.

DIRECTOR CHITEPU replied that there was nothing in the contract; however, he believed that once it was awarded the City could discuss certain elements with Waste Management.

CITY ATTORNEY STEINFELD reiterated that if both parties agreed the City could probably trade things that would not cost Waste Management; however, he noted that Waste Management had a property right and the award was made. He stated that the RFP had a draft agreement attached and some minor adjustments could be made providing there was no cost to either party and both parties agreed.

DIRECTOR CHITEPU said that the agreement was attached to the RFP and was included as backup when it was placed on the Agenda and was awarded, and that the City was reluctant to make any changes because it was on the Agenda multiple times.

MAYOR SIMONE asked whether she could make a motion to take out the \$11,000 and the \$10,000 and put that money in the Resident Project Fund.

CITY MANAGER SMITH said that the City still needed to discuss amending the Waste Management contract, assuming it was not changing in dollar amount.

CITY ATTORNEY STEINFELD said that the Commission could instruct Staff to sit down with Waste Management to discuss the motion the Mayor was making. He reiterated that as long as it did not cost Waste Management and Waste Management did not feel it was to their detriment, Staff might be able to get it done.

COMMISSIONER BRYAN questioned why the City put the items in the contract.

DIRECTOR CHITEPU stated that Staff did not ask for those items, and that Waste Management proposed those items as an added value, because during the Workshop, the Commission wanted to see what the vendors could provide above what was being required.

A motion was made by Mayor Simone, seconded by Vice Mayor Ruzzano, to have Staff sit down with Waste Management to discuss taking out the \$11,000 and the \$10,000 in the contract to put towards the Resident Project Fund. The motion failed by the following vote:

Yes: 2 - Vice Mayor Ruzzano and Mayor Simone

No: 2 - Commissioner Peerman and Commissioner Bryan

Absent: 1 - Commissioner Talerico

A motion was made by Commissioner Peerman, seconded by Vice Mayor Ruzzano, to bring the original motion back. :

VICE MAYOR RUZZANO asked whether Waste Pro was going to give the City money back.

MAYOR SIMONE said that they were going to give a scholarship.

DIRECTOR CHITEPU clarified that the money would be given to the children as part of the Scholarship Program.

TONY SPADECCIA, Waste Management, said that Waste Management had a good strong working relationship with the City for many years. He stated that Waste Management worked hard and long with Staff to put together what he felt was a good response to the City's RFP. He said that with regard to value added, the haulers were able to offer things that may be creative or of value to the City. He noted that the value added items provided a value for Waste Management and were offered to the City. He said that Waste Management was happy to avoid the discussions by providing the dollar value put on the value added items to put into the category of the City's choice. He mentioned the black bag issue and explained that people would put items other than yard waste in the bags. He noted that it was important to verify what was being picked up. He said that the City had different disposal agreements now, such as solid waste that went to Wheelabrator. He mentioned the recycling materials that went to another company, Sun Bergeron. He stated that there were different prices for different commodities; therefore, because of the different costs, it was important to know what was being picked up. He noted that Waste Management just collected the items and delivered them to the disposal location that was directed by the City. He mentioned the contamination factor that would cause less revenue to the City.

MAYOR SIMONE expressed concern with being able to purchase the clear bags.

MR. SPADECCIA said that they could be purchased at Home Depot or Lowe's.

COMMISSIONER PEERMAN stated that she was withdrawing her motion and that her vote stood.

Commissioner Peerman withdrew her motion and stated that her vote stood.

MAYOR SIMONE clarified that Commissioner Peerman was not accepting that Waste Management was willing to give the money back to the residents.

COMMISSIONER PEERMAN agreed and explained that in the RFP, the Commission asked both companies to be creative. She said this was what Waste Management came up with to be creative. She stated that maybe Waste Pro would have been creative and

gave money back to the residents. She felt that the Mayor was changing what the Commission asked for.

MAYOR SIMONE reiterated that now Waste Management did not have a problem removing the fluffy things and giving the money back to the residents. She noted that Waste Pro had the opportunity to put in extras too; however, they only put into the scholarship.

COMMISSIONER PEERMAN felt that Waste Pro might have done something different if they knew before. She said that she was not going back on the RFP, because it was not fair to Waste Pro or Waste Management.

VICE MAYOR RUZZANO said that both contractors gave a perk and could have each said they would give back \$50,000. He noted that he did not base his vote on who gave the better perks, but now that they were willing to negotiate and give the money back, he felt it should be entertained. He questioned the motion.

MAYOR SIMONE said that Commissioner Bryan was on the winning side; therefore, she would have to bring it back.

CITY MANAGER SMITH said that Director Chitepu informed him that the perks were a deciding factor in the scoring at the Staff level.

A motion was made by Commissioner Bryan, seconded by Commissioner Peerman, to bring back the Mayor's motion to have Staff sit down with Waste Management to discuss taking out the \$11,000 and the \$10,000 in the contract to put towards the Resident Project Fund.

CITY MANAGER SMITH assumed a motion could be made for Staff to work with Waste Management on an amendment to the agreement that would be included when the contract came back for a second reading. He noted that it was scheduled for a second reading at next week's meeting. He said that that would also be a consideration to keep in mind regarding any changes made to the Recycling Bank Program or not. He added that even if it stayed in this agreement, there was still a 60 day termination clause.

RICH POPOVIC, 6066 Winfield Boulevard, said that the contract was already given to Waste Management and the City was not going to save that much money.

VICE MAYOR RUZZANO said that the \$21,000 could be used in a more effective and efficient way. He said that for transparency it would be discussed to see what Waste Management would do.

RICH ALIANIELLO, 7631 NW 23rd Street, said that he admired the Mayor's saving. He felt that questions could be asked and Waste Management might be able to compromise, providing the City stayed in the guidelines of what Waste Management wanted and what the City wanted for the people.

The motion to bring back the Mayor's motion carried by the following vote:

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

Absent: 1 - Commissioner Talerico

A motion was made by Mayor Simone, seconded by Commissioner Peerman, to amend the contract to take out the trash compactor and sustainability service and place the \$21,000 in the Resident Project Fund.

RICH POPOVIC, 6066 Winfield Boulevard, questioned who was going to control the Resident Project Fund.

The motion carried by the following vote:

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

No: 1 - Commissioner Peerman

Absent: 1 - Commissioner Talerico

RICH POPOVIC, 6066 Winfield Boulevard, hoped this meeting was being streamed. He said that the contract was already given to Waste Management and it was costing more money for the citizens. He said that he wanted the cheapest rate and did not want the scholarship.

The original motion carried by the following vote:

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

Absent: 1 - Commissioner Talerico

8) ORDINANCE(S) - SECOND READING

- A.** ID 14-1122 APPROVING THE REVISION OF THE COMPREHENSIVE PLAN OF THE CITY OF MARGATE, APPENDIX B, AMENDING ELEMENT III: PART 1 - POTABLE WATER.

Ordinance 2015-5

A motion was made by Commissioner Peerman, seconded by Commissioner Bryan, that this Ordinance - 2nd Reading be approved on second reading. The motion passed by the following vote:

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

Absent: 1 - Commissioner Talerico

- B.** ID 14-1454 ESTABLISHING THE MONTHLY FEE TO BE PAID FOR THE STORMWATER MANAGEMENT UTILITY FEE TO A MONTHLY FEE OF \$5.15 PER EQUIVALENT RESIDENTIAL UNIT (ERU) EFFECTIVE JANUARY 1, 2016; PROVIDING FOR CPI INCREASE BEGINNING OCTOBER 1, 2016 AND EACH OCTOBER 1 THEREAFTER THROUGH FISCAL YEAR 2020.

Ordinance 2015-1500.617

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

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

Absent: 1 - Commissioner Talerico

ADJOURNMENT

There being no further business, the meeting adjourned at 10:17 PM.

Respectfully submitted,

Transcribed by Carol DiLorenzo



Joseph J. Kavanagh, City Clerk

Date: 2/17/16