



City of Margate

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Meeting Minutes City Commission Workshop

Mayor Arlene R. Schwartz
Vice Mayor Anthony N. Caggiano
Commissioners:
Lesa Peerman, Tommy Ruzzano, Joanne Simone

City Manager Samuel A. May
Interim City Attorney Goren, Cherof, Doody & Ezrol, P.A.
City Clerk Joseph J. Kavanagh

Monday, April 30, 2018

6:30 PM

Commission Chambers

CALL TO ORDER

Present: 5 - Commissioner Lesa Peerman, Commissioner Joanne Simone, Commissioner Tommy Ruzzano, Vice Mayor Anthony N. Caggiano and Mayor Arlene R. Schwartz

In Attendance:

City Manager Samuel A. May
Acting City Attorney Shana H. Bridgeman
City Clerk Joseph J. Kavanagh

1) DISCUSSION AND POSSIBLE ACTION

A. ID 2018-206 UPDATE ON CITY ATTORNEY SELECTION PROCESS.

S. RENÉE NARLOCH & ASSOCIATES, RENÉE NARLOCH recapped the interview process and explained that this Workshop was to discuss candidates and to determine how to move forward. She advised that she had a ranking sheet which they could use and deferred to the Mayor on the procedure for this evening.

VICE MAYOR ANTHONY N. CAGGIANO asked if the City Commission could rank the candidates.

COMMISSIONER LESA PEERMAN said the Commission should discuss who they feel would be the best City Attorney for the City of Margate.

COMMISSIONER TOMMY RUZZANO recommended Ms. Rhonda M. Hasan for the position.

VICE MAYOR CAGGIANO said Ms. Hasan was his top pick and Mr. Philip N. Sherwin was a close second.

MAYOR ARLENE R. SCHWARTZ agreed with Vice Mayor Caggiano's views on the two candidates.

MS. NARLOCH identified three members of the Commission having Ms. Hasan as their number one choice and two with Mr. Sherwin as their number two choice. She said that based on that information, whether they wanted to move Ms. Hasan forward and select her to enter into negotiations.

COMMISSIONER JOANNE SIMONE said Ms. Hasan was her first choice and Mr. Sherwin was her second choice.

The Commission all agreed to move forward in the process with Ms. Hasan selected as the candidate.

MS. NARLOCH asked for approval that she work with the City Manager to negotiate with the candidate.

COMMISSIONER RUZZANO recommended the City Commission to come up with a contract and present it to the City Manager to review and present it to Ms. Hasan.

MS. NARLOCH recommended the Commission select a salary range for negotiations. She said all offers were contingent on references and background checks for the candidate.

Discussion ensued regarding the conditions of the contract for the City Attorney.

MS. NARLOCH advised that it should be at least a two year contract and recommended a one year option for renewal. She explained that severance was an important element. She also said that she will ask Ms. Hasan to give her a wish list as part of the negotiations.

COMMISSIONER RUZZANO said that he wanted to add his own wish list:

- Five day work week.
- Automobile after a six month probation.
- An amendment made to Page 6C of the contract and that it should be re-written that it "can only be amended by the City Commission."
- Salary not to exceed \$175,000.
- Six month probation contract and then an 18 month renewal.
- No discretionary days.

VICE MAYOR CAGGIANO said that he looked at the previous City Attorney's Contract and recommended:

- Start with a three week vacation period but it should be prorated to the remaining year.
- Contract has fixed dates with no rollovers.
- First six months of employment at \$160,000 which could be discussed after the probation period.
- Federal mileage for travel reimbursement.
- Section 9, delete paragraph on Pension Plan and Deferred Compensation.
- Section 10, decrease insurance from \$250,000 to \$100,000.
- Section 12, requesting the City Attorney to seek prior approval before attending various conferences.
- Vacation has to be approved by the City Commission.
- Section 16, remove wording that they would receive the same of what other Department Heads would get and he said he was against automatic raises.
- Make severance 10 weeks.
- Section 4, change wording to City Commission that he/she "Shall" or "Must" do a performance evaluation.
- Actual end date with no automatic rollovers.

MAYOR SCHWARTZ said that she would prefer a contract that was renewable on a date certain. She asked about the salary range.

MS. NARLOCH explained that Coconut Creek's City Attorney is at \$202,000 with three years of service, Pompano Beach, \$201,000 with two years of service, Miami Beach at \$256,000 with four years of service, Coral Springs started at \$200,000 with seven years of service, Sunrise is approximately \$204,000 with six years of service and the former City of Margate Attorney left at \$180,000. She recommended a salary of \$160,000 - \$180,000.

Discussion ensued on the City Attorney's salary.

COMMISSIONER RUZZANO said he did not mind paying that much but he wants to know what he would be getting. He said that for the first six months, she should receive no more than \$175,000 and thereafter, reevaluate together with a car allowance.

Discussion continued on the City Attorney's starting salary.

COMMISSIONER PEERMAN said that the Cities which Renee detailed were comparable in population, in particular, Coconut Creek and asked what they started out at. She said that she would go along with what the majority wants.

COMMISSIONER SIMONE said that she was okay with that range.

Discussion ensued on the salary range and six month probationary period.

The Commission's agreed range is \$160,000 to \$175,000 with no car allowance.

MS. NARLOCH summarized what was agreed and explained that the minimum professional notice is usually 30 days.

COMMISSIONER RUZZANO said that he wanted a starting salary of \$175,000 with a six month probationary period with no car.

MS. NARLOCH said that she had what she needed and that it had been a successful process over the last couple of weeks. She reminded the Commission that the contract language must include that it was contingent on backgrounds and reference checks. She also advised that the minimum professional notice period was 30 days.

COMMISSIONER RUZZANO repeated that he wanted the six month probationary period.

MS. NARLOCH explained that she had rarely seen a City Attorney's contract with a six month probationary period but had seen six month evaluation periods.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:06pm.

Respectfully submitted,

Transcribed by Salene E. Edwards


Joseph J. Kavanagh, City Clerk

Date: 6/7/18

PLEASE NOTE:

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the transcript.

[Appendix A – Zoning – Section 3.3] Any representation made before any City Board, any Administrative Board, or the City Commission in the application for a variance, special exception, conditional use or request for any other permit shall be deemed a condition of the granting of the permit. Should any representation be false or should said representation not be continued as represented, same shall be deemed a violation of the permit and a violation of this section.

Any person with a disability requiring auxiliary aids and services for this meeting may call the City Clerk's office at (954) 972-6454 with their request at least two business days prior to the meeting date.