



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

Friday, May 11, 2018

6:00 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
City Attorney James A. Cherof
City Clerk Joseph J. Kavanagh

1) DISCUSSION AND POSSIBLE ACTION

A. ID 2018-231 UPDATE ON CITY ATTORNEY SELECTION PROCESS.

S. RENÉE NARLOCH & ASSOCIATES, RENÉE NARLOCH – BY TELEPHONE

MAYOR ARLENE R. SCHWARTZ discussed her interaction with Ms. Rhonda Montoya-Hasan. She explained that Ms. Montoya Hasan had an offer made by her current employer and she chose to remain where she was.

VICE MAYOR ANTHONY N. CAGGIANO suggested another round of candidates.

COMMISSIONER LESA PEERMAN suggested that if they go through another round, that they should remove the six month contract clause as this would distract any potential candidates.

MAYOR SCHWARTZ said that the six month clause was not the reason Ms. Montoya-Hasan did not take the job but her reason was due to an internal matter with her current employers.

VICE MAYOR CAGGIANO asked if anyone was hired in the City without a one year probationary period.

CITY MANAGER SAMUEL A. MAY said that regular employees have a one year probationary period.

VICE MAYOR CAGGIANO said he would make it a one year probationary period.

MAYOR SCHWARTZ asked about the purpose of the year probation and offsetting the idea of severance.

VICE MAYOR CAGGIANO said that they had previously spoken about 8 weeks of severance.

MAYOR SCHWARTZ said it was 20 weeks of severance.

COMMISSIONER TOMMY RUZZANO asked if Ms. Narloch's contract was over.

MS. NARLOCH explained that her contract remains open until the City has a candidate in place.

COMMISSIONER RUZZANO asked if they were getting the same service with no additional costs.

MS. NARLOCH confirmed yes.

COMMISSIONER RUZZANO asked when Ms. Narloch's contract would end.

MS. NARLOCH explained that when they have a signed contract with a start date, then her contract would be complete.

COMMISSIONER RUZZANO said that he did not mind going out and searching for new people. He said that he could go with the year contract but the severance should be no more than eight weeks. He said that going forward, there should be a one year contract which should be reviewed once per year for raise or changes by the Commission and also add the severance which should be no more than eight weeks. He said that the only negotiation would be for salary and the car would be a bonus.

MAYOR SCHWARTZ said that she would take consensus from the Commission to provide Ms. Narloch with directions to hire the City Attorney.

COMMISSIONER JOANNE SIMONE said she was not in favor of hiring the other two candidates.

COMMISSIONER PEERMAN said that she had no opinion.

COMMISSIONER RUZZANO said that he was in favor of going out for new applicants. He also asked about the cost of the current City's Attorney's law firm.

CITY MANAGER MAY said last year, it was \$26,000. He said that previously, it was \$45,000 but they had cut back.

VICE MAYOR CAGGIANO repeated that he was interested in looking for new candidates. He said that he agreed with Commissioner Ruzzano for the maximum of eight weeks for severance pay and for the one year contract.

MAYOR SCHWARTZ said that they should look for additional candidates. She advised that with a one year contract, you could say that certain provisions would not kick-in until a certain period. She confirmed to Ms. Narloch that it was the Commission's direction to find new candidates.

MS. NARLOCH said that they would be moving forward with their direction and offer the

selected candidate with a one year contract with eight weeks severance.

VICE MAYOR CAGGIANO said yes to start.

COMMISSIONER SIMONE asked Ms. Narloch if she felt that they would be getting quality candidates with one year and eight weeks severance pay.

MS. NARLOCH explained that the standard City Attorney contract was typically, a two year contract and severance at an agreed amount in the City's region and in other parts of the state. She explained that the State of Florida caps the severance amount at 20 weeks and the last Florida contracts that she was involved in had 20 weeks severance for the new hire. She advised that there would be candidates that would consider a one year contract and less severance but it would minimize the pool.

MAYOR SCHWARTZ spoke about severance

COMMISSIONER SIMONE repeated her concern about finding quality candidates.

COMMISSIONER RUZZANO said that he would not give somebody a two year contract.

MAYOR SCHWARTZ asked if they would get quality candidates by offering a one year contract.

MS. NARLOCH believed that they would be able to find quality candidates who were agreeable but it would be a small number.

COMMISSIONER PEERMAN asked if they would entertain a two year contract with a one year probation with lowering of the perks during the first year.

MAYOR SCHWARTZ said it would be the same thing.

Discussion ensued on the probation period.

COMMISSIONER PEERMAN asked Ms. Narloch if they had any standard probationary periods for attorneys.

MS. NARLOCH said that the term "probationary" would need to be defined as it was not unusual for there to be a performance review at the one year mark for a City Attorney. She explained that the severance was structured in such a way that no matter how long they were there, if they did something that would create a termination for cause, they would receive nothing. She explained the process about severance and that it was designed for them as a cushion to get another job. She also explained about the term "probationary".

MAYOR SCHWARTZ explained that they used the term interim which was used for the City Manager.

MS. NARLOCH explained that the situation was different for the Interim City Manager as he was already working at the City and that it was a "try out" which was different from bringing someone in. She explained that in her line of business, the term "interim" was more short term, often used as stop gap measure.

MAYOR SCHWARTZ explained that she viewed the term "interim" differently. She repeated their determination for looking at additional candidates for one year. She said

that the previous City Attorney's contract was opened ended with no particular terms for years.

COMMISSIONER SIMONE asked if there were any other particulars that Renee needed to know about and said that the more information they provide at this stage, would be better.

COMMISSIONER RUZZANO said that based on previous contracts, he did not agree with current contract wording for negotiation and said that it should be removed on the new contract.

VICE MAYOR CAGGIANO said that he agreed with Commissioner Ruzzano. We said that they should be asked if taking time off was a good thing.

MAYOR SCHWARTZ recapped the notes which Ms. Narloch took at the last meeting:

- Mandatory performance evaluation at or after six months.
- Specific work schedule, minimum of Monday – Friday.
- Contract can be amended by City Commission.
- Salary of \$175,000.
- Two year contract acceptable but with a combination of six months
- No discretionary days.
- Three weeks vacation, pro-rated for first year.
- Fixed dates and no rollovers.

MS. NARLOCH explained that fixed dates meant starting and ending dates with no automatic rollover dates.

MAYOR SCHWARTZ continued to read the terms:

- First six months at \$160,000 and discuss salary after probation.
- Federal mileage reimbursement.
- Delete the deferred compensation paragraph completely.
- Get permission for seminars.
- Vacation to be approved by Commission.
- Nothing automatic, does not receive something just because somebody else does.
- Severance cut to 10 weeks.
- Commission shall or must do a performance evaluation.
- Renewal on a specific date(s).

COMMISSIONER PEERMAN explained that they needed to make the set days of Monday – Friday and make the times more liberal. She explained that the City Attorney would need to attend court.

MAYOR SCHWARTZ explained that the language in most contracts would provide that. She said that she would be taking out the mileage reimbursement as they would be providing a car or car allowance.

COMMISSIONER PEERMAN said that she thought buying the car was cheaper.

MAYOR SCHWARTZ said that the former City Attorney's car was \$39,000.

CITY MANAGER MAY said that it would depend on the amount of car allowance.

MAYOR SCHWARTZ said that she crossed out six months and mileage. She also said that she was changing the two year to a one year contract and the severance to eight weeks.

VICE MAYOR CAGGIANO asked if they had any records pertaining to the previous Attorney attending court.

Discussion ensued on the previous City Attorney's court appearances.

COMMISSIONER RUZZANO asked the Interim City Attorney that in the last four months, how often he was at the courthouse.

CITY ATTORNEY JAMES A. CHEROF said that they have records and receive notices.

VICE MAYOR CAGGIANO asked if there was any way of getting that information.

CITY ATTORNEY CHEROF said that he could only track what he had done and the City has their invoices which have all that information.

VICE MAYOR CAGGIANO said that he would like to take a look at it.

MS. NARLOCH said that they will get on it and bring in more candidates in the very near future.

B. [ID 2018-232](#)

CITY CHARTER.

COMMISSIONER SIMONE recommended that they should not choose this time to change the Charter as there will be so many things already on the ballot. She advised that there were going to be 11 amendments from the County, the state has eight amendments and possibly, the Bond. She advised that it would be a lot for people to digest and may not bother with any of it. She repeated that her recommendation would be to hold this until another time.

MAYOR SCHWARTZ indicated that the only other time would be 2020 as they could only do it at a general election.

COMMISSIONER SIMONE said that she looked at the Charter and did not see anything to change at this time.

MAYOR SCHWARTZ said that the City Manager can spend \$50,000 and only notify City Commission for its approval. She explained that she wanted it to be put back into Section 4.10 (c) – for expenditures for projects, supplies, materials or equipment above \$25,000 to \$50,000 and the notification said expenditures should be made to the City Commission. She read Section 2.25 and advised that in 2014, it said with “consent of the City Commission”.

VICE MAYOR CAGGIANO said that in Section 4.10, he recommended lowering \$50,000 to \$25,000 and \$25,000 to \$15,000.

COMMISSIONER PEERMAN explained that it increased to \$50,000 because the price of everything had increased. She advised that if the amount decreased, projects would be slower coming in front of the City Commission.

MAYOR SCHWARTZ explained that for Code, services beyond \$50,000 would be authorized by the City Manager and City Commission would be notified.

COMMISSIONER PEERMAN repeated that the Charter increase was due to increased prices and said that they should be able to change the Code without it going out to ballot.

CITY ATTORNEY CHEROF advised that provisions of the Code could be changed by Ordinance but could only change provisions of the Charter by referendum.

MAYOR SCHWARTZ advised a change of the Code and that the Vice Mayor was also suggesting a change of the Charter.

CITY MANAGER MAY said that an automobile would be a product not a service.

PURCHASING MANAGER SPENCER SHAMBRAY explained the difference between Charter and Purchasing Ordinance and said that the Charter and previous Purchasing Ordinance was silent on services. He explained that the new draft of the Purchasing Ordinance which begins on Section 225, specifically pointed to services. He explained that a car would fall under "supplies" and that equipment could include a tangible item. He also advised that items that were over \$50,000 would require approval by the City Commission. He said that the only power that the City Manager would have would be for services with notification to the City Commission.

VICE MAYOR CAGGIANO questioned if the City Manager would still be able to purchase a \$39,000 car without prior approval from the City Commission.

PURCHASING MANAGER SHAMBRAY said yes but the bid threshold would be \$25,000. He explained that they would have to bid out that item or it would have to be purchased off an existing contract.

MAYOR SCHWARTZ questioned if the City Commission had the ability to be noticed ahead of time for a purchase.

PURCHASING MANAGER SHAMBRAY explained that their Ordinance limited them that any purchase over \$25,000 would be a sealed bid. He explained that their Purchasing Ordinance Section 225 requires notification to the City Commission of any bid that goes out at \$50,000 and said that those formal bids would be awarded by the City Commission.

COMMISSIONER RUZZANO asked if the Code supersedes the Charter.

CITY ATTORNEY CHEROF said no but explained that there was a distinction between the equipment, supplies, materials and projects that were in the Charter and services that were addressed specifically in the Code.

COMMISSIONER RUZZANO explained that he read an article in MargateNews.Net about an employee getting a new car which he was unaware of. He said that they wanted to know about those purchases before and have a say in it.

COMMISSIONER PEERMAN explained that it was their job to make policy so if they want to changed, it should go to the ballot that the City Commission has to approve everything over \$25,000.

VICE MAYOR CAGGIANO said that he wanted to half all the numbers and outlined that:

- Section 4.10 A, from \$50,000 to \$25,000

- Section 4.10 B, from \$50,000 to \$25,000
- Section 4.10 C from \$50,000 to \$25,000 and \$25,000 to \$15,000
- Section 4.11 to \$25,000

COMMISSIONER SIMONE said that she was not in favor of changing the Charter. She asked that instead of changing the Charter at this time, to work on an agreement with the City Manager that he would notify the City Commission for expenditures.

CITY MANAGER said that it was already in the Charter to notify the City Commission of over \$25,000.

COMMISSIONER PEERMAN said that she was hearing that the City Commission want to vote on items to come in front of the City Commission.

VICE MAYOR CAGGIANO said that he wants the vote.

COMMISSIONER PEERMAN confirmed that they want it to come in front of the City Commission.

CITY ATTORNEY CHEROF explained that the language regarding the limits and the notification were set forth in the Charter. He advised that if they want to change them, they would have to submit it for a Charter referendum.

Discussion ensued on adding to the Charter.

MAYOR SCHWARTZ asked if the threshold would compromise us.

PURCHASING MANAGER SHAMBRAY said that they surveyed municipalities in the area and came back with some recommended figures for their own Purchasing Ordinance. He explained that they looked at a large number of cities and at the County, which resulted in the current figures in their Purchasing Ordinance. He advised that \$25,000 was their formal bid threshold, unless they were utilizing it in an existing contract. He said that once they got those bids back, they would make an award of those bids up to \$50,000. He said that over \$50,000, they would bring them before the City Commission to be awarded.

COMMISSIONER RUZZANO said that there did not seem to be a Charter problem but indicated that there was probably a communication issue between the Commission and the City Manager. He said that it was an internal problem that they need to work out. He said that maybe they could tell the City Manager what they want. He advised that they have to have the trust in the City Manager to be fair to everyone. He said that the City Manager's position was a very hard job and he wanted to see the City move fast and get things done.

COMMISSIONER PEERMAN said that she agreed with Commissioner Ruzzano.

Discussion ensued on notification, permission and whether it was binding.

COMMISSIONER SIMONE said that she agreed 100% with Commissioner Ruzzano otherwise, it sent a message that there was no trust in the City Manager or his decision making.

MAYOR SCHWARTZ said there was nothing specific but her issue would be that no one would advise her if there was a purchase. She spoke about a car that was purchased for

a Charter Officer and given to a department head. She said that she would change all services greater than \$50,000 to \$25,000 and would not touch anything else. She said that she felt like they were being cut out from things that happen.

VICE MAYOR CAGGIANO said he would go to \$25,000.

COMMISSIONER PEERMAN asked about notification before the purchase.

MAYOR SCHWARTZ said that it was not the same as being asked.

PURCHASING MANAGER SHAMBRAY repeated that the Purchasing Ordinance was specifically for services and not purchase of a vehicle. He said that Section 4.10C would fall under supplies. He explained that their lead time for getting some on the Commission agenda was two to three weeks and if they had to bring every item between \$25,000 - \$50,000, they would be adding an extra two to three weeks on lead time to get an approval. He explained that for purchasing cars, they use a governmental contract and use the Florida Sheriffs Association bid which would have a non-applicability. He explained that it would have to be budgeted as it was a capital purchase.

MAYOR SCHWARTZ said that the previous City Attorney's car was not in the budget and spoke about a pre-payment penalty.

CITY MANAGER MAY said it was done by a budget amendment.

Discussion ensued on purchasing cars as a budgeted item.

COMMISSIONER PEERMAN said that she believes that it should be a conversation between the City Commissioners and the City Manager. She explained that unless they want the power to approve, then the Charter, under A, it should be changed to all contracts and projects, etc., in excess of \$25,000 must be approved by the City Commission.

CITY ATTORNEY CHEROF advised that the Commission had not reached a consensus if they wanted to change the Charter and what their destination was. He suggested that a motion should be made.

A motion was made by Vice Mayor Caggiano, seconded by Mayor Schwartz, to reduce numbers from \$50,000 to \$25,000 across the board on 4.10 and 4.11.

MAYOR SCHWARTZ said that she would remove C and everything would be under A making it \$25,000. She said that maybe there could be a list of items and asked what did those items fall under.

Discussion ensued.

PURCHASING MANAGER SHAMBRAY said that C would be individual expenditure and provided an example that replacement chairs for this Commission Chambers, would be covered under that item. He said that a project could be renovating the entire Chambers.

MAYOR SCHWARTZ asked that for items that were only under C, how hand tied would

they be if that dropped to \$25,000.

PURCHASING MANAGER SHAMBRAY said that in today's market, \$25,000 did not go far and would make a significant difference to the speed in which they could get things done. He said that anything that was not someone doing labor or service would come under supplies.

CITY MANAGER MAY explained that some big supplies over \$25,000 would be for items in the water plant, fire apparatus and back trucks.

PURCHASING MANAGER SHAMBRAY said that fuel would fall within the parameters of supplies.

VICE MAYOR CAGGIANO asked that for expediency, could items be piecemealed.

PURCHASING MANAGER SHAMBRAY said that piecemealing it out would be circumventing the system but it would not be legal.

CITY ATTORNEY CHEROF said that they were struggling with it as Section 4.10 of the Charter was both poorly structured and worded. He advised that it could be done in their procurement Code and could be amended by Ordinance. He suggested that to make it easy, they could delete the Charter provision regarding procurement and indicate that it was done by Ordinance.

MAYOR SCHWARTZ said that she would be more than happy to do it that way to make it easier for people to understand.

Mayor Schwartz removed her second.

CITY ATTORNEY CHEROF advised that a motion would make it clear of what they were directing to be done and it would be returned to them in a form of an Ordinance that sets the referendum title.

A motion was made by Vice Mayor Caggiano, seconded by Mayor Schwartz, to remove purchasing Sections 4.10 and 4.11 from the Charter. This carried by the following vote:

Yes: 3 - Commissioner Ruzzano, Vice Mayor Caggiano and Mayor Schwartz

No: 2 - Commissioner Peerman and Commissioner Simone

COMMISSIONER PEERMAN said that she would like to see the residents vote on the Commission salaries by putting it on the ballot and asked for consensus.

MAYOR SCHWARTZ said that she would agree if all residents would vote on all City employees' salaries at the same time.

COMMISSIONER PEERMAN said that the employees were not elected by the people and was only talking about the City Commission.

Discussion ensued on this topic.

COMMISSIONER PEERMAN said that she fought against raises for the City Commission since 2003. She also spoke about the 12 percent raise for City Commissioners.

Discussion ensued on the 12 percent raise.

MAYOR SCHWARTZ explained that the City Manager recommended the 12 percent raise and asked him to speak on that decision.

CITY MANAGER MAY said that he suggested to Mayor Ruzzano at the time that the 12 percent raise would offset the cost of the car expenses. He confirmed that he did not vote on it.

Discussion ensued on the salary structure for the Commission.

COMMISSIONER RUZZANO asked if they wanted to do individual salaries. He said that he did not agree putting it on the ballot.

COMMISSIONER PEERMAN said that \$33,000 was a lot of money for public service.

A motion was made by Commissioner Peerman that she would like to see the residents vote on the Commission salaries by putting it on the ballot. The motion died for a lack of a second.

COMMISSIONER SIMONE said that she agreed with putting it on the ballot but repeated that they did not need to add more to the ballot at this time.

COMMISSIONER RUZZANO referred to Section 3.02 B, Term Limitations and 3.04, the second paragraph and asked how it would affect both himself and Commissioner Simone.

Discussion ensued on term limitations.

CITY ATTORNEY CHEROF asked if he could provide his opinion at the next meeting.

Discussion ensued.

COMMISSIONER PEERMAN said that the previous City Attorney Eugene Steinfeld said that partial terms did not count.

CITY ATTORNEY CHEROF said that it was consistent with Florida Case Law but would prefer to read the Charter.

Discussion ensued.

CITY ATTORNEY CHEROF said that as they established the information, he did not need to do any research.

VICE MAYOR CAGGIANO believed that they should get rid of term limits. He explained that he listened to statesman from different cities that have served in excess of 15 years and that they had a breadth of knowledge which he said was a huge asset to the cities. He said that the residents were the arbiters of whether people should be term limited by the voting polls.

COMMISSIONER PEERMAN said that term limits were just recently voted on by the residents. She said that 87 percent voted for term limits and 78 percent voted for the three, four year terms.

A motion was made by Vice Mayor Caggiano, seconded by Commissioner Ruzzano, to remove the term limits from the Charter. The motion carried by the following vote:

Yes: 3 - Commissioner Ruzzano, Vice Mayor Caggiano and Mayor Schwartz

No: 2 - Commissioner Peerman and Commissioner Simone

COMMISSIONER PEERMAN asked that as they were under that term limit, would the term limit start all over again if they were to vote.

CITY ATTORNEY CHEROF explained that if the public do not vote to abolish term limits, it stays the way it was.

VICE MAYOR CAGGIANO referred to Section 3.11 C & D and explained that by the Charter, you could remove a City Commissioner with a majority vote. He said that the previous City Attorney said that it was state law that would supersede that and that either the Governor or a re-call vote was the only way that a Commissioner could be removed from office. He asked if they would need an amendment.

CITY ATTORNEY CHEROF advised that eventually, it could be removed but if state law supersedes it, it would nullify the provision of the Charter. He advised that they were working under a very short window of time to get anything to the Supervisor of Elections and would need to discuss bringing the Ordinances forward.

MAYOR SCHWARTZ referred to Section 4.16 concerning the Acting City Manager and read the paragraph on the same. She asked why the line that read "the City Manager shall designate subject to the approval of the Commission" was changed or struck out.

COMMISSIONER PEERMAN explained that the reason why it was removed was due to getting the City Commission together to vote on it.

MAYOR SCHWARTZ asked what would happen on Monday following the departure of the Assistant City Manager and was concerned about the delay in the position being advertised.

CITY MANAGER MAY said that they were advertising for that position. He advised that

he could not find an internal search for an Assistant City Manager and that previously, they had operated without an Assistant City Manager who started on October 1, 2017.

MAYOR SCHWARTZ asked if members of the City Commission could volunteer their time to help with the City Manager.

CITY ATTORNEY CHEROF confirmed that it would not be possible.

COMMISSIONER RUZZANO asked what would happen if the City Mayor was not here.

CITY MANAGER MAY said that the City Commission would have to name an Interim/Acting City Manager for that time.

COMMISSIONER PEERMAN advised that the Police Chief, Fire Chief and City Attorney all had Interim/Acting roles.

MAYOR SCHWARTZ said that the Code book needs to be cleaned up as it was antiquated.

VICE MAYOR CAGGIANO asked if the Charter would have to be changed for the Commission to hire the Police Chief and the Fire Chief.

CITY ATTORNEY CHEROF confirmed yes.

MAYOR SCHWARTZ explained that for the Charter, you could give an opinion and make a suggestion but you could not direct.

CITY ATTORNEY CHEROF advised that the details of who had what power were defined in the Charter.

A motion was made by Vice Mayor Caggiano, seconded by Commission Ruzzano, that the City Commission hire the Police Chief and Fire Chief.

INTERIM CITY ATTORNEY CHEROF confirmed that they would be Chartered Officers and that they would answer directly to the City Commission and not the City Manager.

COMMISSIONER RUZZANO said that public safety was his first priority and that it was up to the Commission to take responsibility for that.

The motion carried by the following vote:

Yes: 3 - Commissioner Ruzzano, Vice Mayor Caggiano and Mayor Schwartz

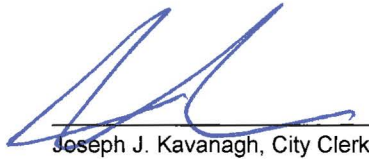
No: 2 - Commissioner Peerman and Commissioner Simone

ADJOURNMENT

There being no further business, the meeting adjourned at 8:10pm.

Respectfully submitted,

Transcribed by Salene E. Edwards


Joseph J. Kavanagh, City ClerkDate: 7/12/18

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.