8b

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION

ROUNDTABLE

MINUTES

Jarvis Hall

4505 Ocean Drive
Friday, April 16, 2010
4:00 P.M.

1. CALL TO ORDER, MAYOR ROSEANN MINNET

Mayor Roseann Minnet called the meeting to order at 4:00 p.m. Also present were Vice Mayor Stuart Dodd, Commissioner Birute Ann Clottey, Commissioner Scot Sasser, Commissioner Chris Vincent, Town Attorney Susan Trevarthen, Town Manager Esther Colon, Assistant Town Manager John Olinzock and Town Clerk June White.

2. DISCUSSION ITEMS:

The Commission discussed and agreed to the following order of procedures regarding Roundtable meetings:

- There would be a Roundtable meeting every second and fourth Wednesday at 7:00 p.m. until the backlog of items was dealt with. A decision would be made on meeting times thereafter.

- The deadline for submission of Commissioner agenda items requiring backup would be nine days prior or the Monday before the Roundtable meeting by 12:00 p.m.

- The deadline for item submissions not requiring backup would be seven days prior to the Roundtable meeting by 12:00 p.m.

- The deadline for staff submissions was 12 days prior to the Roundtable meeting.

- Unless specifically requested by a Commissioner, backup was not to be included with an item.

- Completed Roundtable items would go to the next regular meeting unless there was a specific request for the item to be discussed further.

a. Discussion

1. Discussion or action on RFP process – Change to Purchasing Manual (Vice Mayor Stuart Dodd)

Vice Mayor Dodd believed the contract took considerable effort, as did putting the bids together. His research of other municipalities revealed the Town was in a minority not having its RFP's read aloud. Vice Mayor Dodd said the policy changed in June or July 2009 and he believed the current process was wrong. He believed the Commission owed every bidding contractor an apology.

Commissioner Sasser asked if the Commission violated proper RFP procedure in the past and/or were there any implications of wrongdoing on the Town's part due to the procedure put in place.

Attorney Trevarthen explained that she previously reported that the law required RFPs to be opened in public although there were no specific requirements for the numbers to be read aloud.

Commissioner Sasser supported reading RFPs aloud but was not in favor of sending out apologies. He requested that further RFPs clearly state the new process.

Commissioner Vincent concurred stating that it enhanced transparency and fairness to the contractors and, in this way, all bidders would know the exact steps the Town would make when there was a bid.

Commissioner Clottey expressed no objection to RFPs being opened and read aloud. She suggested the bidders attend the Commission meetings when the RFP would be discussed.

Commissioner Sasser desired consistency in how RFPs would be read at meetings.

Mayor Minnet stated that every RFP going out should have a bid sheet for contractors to fill out and suggested that particular information be read aloud.

Commissioner Clottey suggested a PowerPoint presentation instead of reading the RFP.

Mayor Minnet preferred to see the RFP procedure simplified and believed the purchasing manual needed to be updated.

Assistant Town Manager John Olinzock explained that RFPs were normally tailored to the project, making it difficult to assign a single dollar amount. He said when bids were analyzed it normally revealed a different number from the original number submitted in the RFP. Assistant Town Manager John Olinzock explained that the documents indicated that the bond was to be held for a set period of time. He pointed out that after the bid was awarded the Town Clerk returned the bonds to contractors with a letter.

Commissioner Dodd reiterated that the RFP and associated bids should be read publicly at the bid opening.

Mayor Minnet indicated she placed an item on the next Roundtable agenda for a discussion on the Town's purchasing manual.

Assistant Town Manager Olinzock welcomed all contractors when they attended a bid opening to write down the numbers and the category.

Vice Mayor Dodd clarified that bidding contractors were allowed to request and receive a copy of all bids submitted for a particular RFP.

Assistant Town Manager Olinzock responded that Town staff was prevented by Florida Statute to provide such information at that stage of the RFP, as it was not yet a public record.

Attorney Trevarthen stated that staff was correct. She added that written submissions of other contractors could not be released for ten days, as they were exempt from disclosure as public records. Attorney Trevarthen believed it better for the Town not to do a handout or PowerPoint presentation, continuing with an oral reading of the RFP and bids. She said the RFPs created hence forth would ascribe to the new design of the RFP form that included a page every bidder was obligated to fill out. Attorney Trevarthen said the bidders would be informed that this new page would be the only thing that would be read aloud, and the page would be a type of summary of their bid. She believed the current understanding Town staff had with regard to what the Commission wanted was to see the draft form of every procurement document sent out. Attorney Trevarthen stated that regardless of whether the purchasing manual had been revised, no RFPs were coming before the dais in the near future, so there were a number of ways to ensure the matter of discussion took place.

Mayor Minnet received a Commission consensus for there to be a summary bid sheet included in the RFP process that would be read aloud by the Town Clerk at a bid opening.

There was no further discussion.

2. Change to the purchasing manual and letter of apology to all contractors who have bid on any Town RFP since July last year when staff stopped reading RFP's and bids will be read aloud to the best ability of the Clerk present. Copies of the results will be available after the opening (Vice Mayor Stuart Dodd)

   Mayor Minnet received consensus from the dais that there were to be no apology letters sent out.

b. Discussion and or action to move forward on Code of Ethics Ordinance (Vice Mayor Stuart Dodd)

Vice Mayor Dodd desired a very simple ordinance.

Commissioner Clottey objected stating she always referred to the Code of Ethics and believed it should apply equally to every member of the dais.

Vice Mayor Dodd stated the simple version applied to all members of the Commission as a Commissioner could have an affiliation and speak on an item but not vote. He said the matter was brought back for consideration, as the electorate spoke as to which direction the Commission should proceed.

Commissioner Clottey felt the matter needed to go further than just affiliations as members of the Commission should not push their services on local groups.

Commissioner Sasser believed that the issue of paid or unpaid should also be considered and if a Commissioner had to abstain, they should be allowed to take part in the conversation. He thought language should be included mandating that a Commissioner abstain from sitting in on any shade session or legal discussion regarding an entity they were affiliated with that might have litigation against the Town.

Attorney Trevarthen understood the proposal to go back to the original version of the ethics code. She said she would examine the inclusion of the proposal having to do with paid versus unpaid.

Commissioner Vincent wondered if the abstaining Commissioner could participate in a Roundtable discussion prior to the matter being discussed at a Commission meeting. Attorney Trevarthen stated she would not recommend this; it was better to leave the room.

Commissioner Sasser desired language included to cover a special circumstance where a quorum could not be met.

Mayor Minnet suggested that the Commissioners contact the Town Attorney should they have further recommendations. She asked the Town Attorney to provide an ordinance for the May Roundtable.

Attorney Trevarthen said she would draft a simple version of the ethics code from the previous year and cover the issues discussed earlier. She suggested that any Commissioner affiliated with litigation in a shade session should absent oneself from the meeting unless there was a need to vote to take action for the Town.

There was no further discussion.

c. Discussion and or action regarding an RFP for a new Town Manager (Vice Mayor Stuart Dodd)

Commissioner Sasser sought clarity on the motivation and goal for discussion and whether it was to address the issue mentioned. Vice Mayor Dodd confirmed.

Commissioner Sasser believed the contract was in need of addressing. He asked if the situation put the Town Attorney in any conflict of interest.

Attorney Trevarthen explained the role of the Town Attorney in that situation was to represent the Town as an entity which entailed them to work closely with the Town Manager and her staff. She said there was no conflict of interest as the Town Manager was aware of the Town Attorney's role as legal advisor to the Commission.

Commissioner Sasser asked whether there were any legal implications for the Town for this request. Attorney Trevarthen explained it as two decisions being offered to the Commission: 1) did they wish to change the Town Manager; and 2) did they wish to undertake a competitive process to select an entity to assist in that selection. Attorney Trevarthen advised that the Town Manager's contract was valid and had to be honored. Attorney Trevarthen stated that as with any contract it could be terminated according to its terms and/or efforts could be made to renegotiate it and, pending consensus, an amendment to the contract could be negotiated.

Commissioner Sasser asked whether that was advisable. Attorney Trevarthen advised that the Commission might make a decision about a manager and wish to approach the manager on a willingness to make amendments to his/her contract. She said where no agreement could be reached the Commission might wish to embark upon a competitive selection process using an outside agency.

Attorney Trevarthen stated if the intent of the Commission was to move on, then it was advisable to do so. She said there could certainly be a discussion for a specific proposal of change to the Town Manager's contract that the Town Manager was free to accept or refuse.

Commissioner Vincent stated that members of the Commission had a financial responsibility to their constituents, and after reading the Town Manager's contract, there appeared to be no term in the contract as seen in all other Town contracts. He pointed out that there was no payoff procedure in the contract such as how severance would be paid. Commissioner Vincent believed that should be incorporated into the Town Manager's contract. He believed most terms were three years with a payout procedure included. Commissioner Vincent said that if it went to an RFP it was important to include those items. He agreed that it was acceptable for the current Town Manager to submit a proposal.

Attorney Trevarthen clarified that it was not normal to go out for an RFP for a Town Manager; it was normal for an RFP to go out to a firm or agent to bid on a contract to find and recommend potential Town Managers.

Commissioner Clottey was not in favor of putting out an RFP for a Town position that was currently filled. She believed it was the norm to hire a search firm to recommend persons for the position and advised that the services for such a firm might cost up to $100,000. Commissioner Clottey stated the existing Town Manager's contract was written by a previous Commission. She believed that the current Commission had a duty to honor that contract and that the Town Manager was entitled to due process. Commissioner Clottey believed that should the Commission continue on its current path some of its actions might be construed as harassment and might open the Town to litigation.

Attorney Trevarthen pointed out that there could be litigation and that associated costs could get expensive. She explained the terms of conditions for termination did not include issues of performance or cause; it simply stated the contract could be terminated by any reason the Commission found whether or not by mutual agreement with the Town manager. Attorney Trevarthen explained that the conditions included the terms under which termination could be executed.

Commissioner Clottey asked what entity paid the legal fees in the event the Town Manager elected to take legal action. Attorney Trevarthen replied that if the Town Manager were successful the Town would be responsible.

Commissioner Sasser believed that the Town Attorney appeared to be advising that an RFP for a Town Manager was ill advised and the steps

should be to either to terminate the existing Town Manager or try to renegotiate the terms of the existing contract.

Vice Mayor Dodd asked Attorney Trevarthen to render an opinion as to whether the current contract of the Town Manager was watertight, fair to the Town based on her experience, and whether it was normal to pay 1 year severance.

Attorney Trevarthen was unable to make the judgment as to fairness of the Town Manager's current contract. She said her law firm could analyze the contract, however it seemed straightforward with little basis for termination other than what was stated. Attorney Trevarthen advised it was in the Town's best interest to honor it.

Commissioner Vincent believed the Town's hands were tied since an RFP was not advisable. He pointed out that the current contract mentioned nothing about renegotiation of terms. Attorney Trevarthen replied that every contract could be renegotiated.

Commissioner Vincent felt a contract with no term stated would be a tough contract to break. Attorney Trevarthen explained that the contract could be terminated at any time/date, due to there being no set term stated in the contract.

Vice Mayor Dodd proposed placing the matter of whether to retain the services of the current Town Manager on the next Commission agenda with the aforementioned options. He added that the term RFP should be removed from the language of the item.

Commissioner Sasser believed it was unprofessional to leave the Town Manager in limbo until the next Commission meeting. He preferred the matter decided upon sooner though he was unsure how to proceed.

There was Commission consensus to schedule a special Commission meeting. Commissioner Sasser believed the Commission needed to decide on whether they wished to renegotiate the existing contract or terminate the Town Manager and hire someone new.

Attorney Trevarthen suggested putting the question to the Town Manager as she was present and could answer. Town Manager Colon replied she would respond to renegotiating in the forum of an official Commission meeting and through her legal counsel. Town Manager Colon said she was unsure what type of terms the Commission would put forth in a negotiation. She explained that to ask her to make a decision on whether she preferred renegotiation or termination amounted to a form of harassment and disrespectful treatment.

Mayor Minnet said it was never the Commission's intention to put Town Manager Colon on the spot and force her to make a decision as to renegotiation or termination.

Commissioner Vincent stated that the agenda item for the special Commission meeting could simply say the meeting was being called to discuss the Town Manager's existing contract.

Mayor Minnet requested that Attorney Trevarthen make a recommendation as to the wording of the agenda item for the special Commission meeting. Attorney Trevarthen recommended that it should be worded in the form of a specific question and should identify the intent of a clear and particular outcome. Commissioner Vincent believed that the agenda item should simply state the item for discussion was the Town Manager's contract and the Town Manager and the Commission could put forth their positions. He added that a decision could then be made on whether to renegotiate or terminate. Attorney Trevarthen confirmed such wording was appropriate.

Commissioner Clottey felt the situation had taken on a personal nature. Mayor Minnet disagreed, pointing out that Town Manager Colon declined to respond unless it was in the forum of an official Commission meeting.

There was Commission consensus for special Commission meeting on April 20, 2010, at 5:00 p.m.

d. (Mayor Roseann Minnet)

1. Discussion on Mayor-Commissioners having an office and setting up times for meetings with residents.

Mayor Minnet believed it was important to have a set time for members of the Commission to be available for citizens to discuss concerns. She suggested that various members of the Commission rotate availability every Wednesday during designated hours in an open house forum. Mayor Minnet believed it would be helpful to the Commission to have an understanding of the daily administrative activities. She sought consensus from the Commission on creating the opportunity for members of the dais to interact more with the Town's residents.

Commissioner Clottey said there were times when citizens desired to speak with her privately. Town Clerk White responded there was a small office in which a private session might be held.

Mayor Minnet indicated she would work with staff on setting up the room and would provide an update at the next Roundtable meeting.

2. Discussion on having a budget sheet for every item on the agenda, if it has a cost allocation. i.e.: Where is the money coming from?

   Mayor Minnet suggested that the agenda request form be utilized in a way that would advise as to how funding was to be provided. Assistant Town Manager Olinzock pointed out there was a section already in place on the current form.

3. Discussion on Town calendar, making sure all Town events are set up two (2) years in advance so conflicts do not occur.

   Mayor Minnet wanted recurring events on the Town calendar scheduled two years in advance to avoid conflicting events. She requested Town Clerk White to post special events on the Town calendar.

   Assistant Town Manager Olinzock expressed concern over reserving the Hall for special events beyond a year as the Commission made the decision each year during budget time as to special events for a particular fiscal year.

   There was Commission consensus to place the special event items on the Town calendar and remove them in the event of cancellation.

4. Discussion on mitigating liens on foreclosed property.

   Mayor Minnet clarified that this item pertained only to foreclosed property.

   Attorney Trevarthen explained that her office worked with Town staff to develop a draft policy on the mitigation of code compliance fines and recorded liens and it was previously voted down. She suggested the Commission determine whether the language was adequate for what they wished to achieve and then proceed accordingly.

   Assistant Town Manager Olinzock recalled the issues the Commission struggled with were in regard to who had the responsibility of enforcement: the court, the magistrate or the Commission and at what stage. He added that those questions remained unresolved.

   Commissioner Vincent believed foreclosures should be removed as they warrant different consideration. He advised that the Town had no jurisdiction over the first lien on a foreclosure and wondered whether the Town could mitigate liens pre-foreclosure.

   Attorney Trevarthen stated that there were cases in which a municipal lien took priority. She advised that the Commission indicated its desire

to pursue the ordinance again and provide her office with feedback on what they wished the document to include.
Vice Mayor Dodd believed that the Town should have an ultimate stake hold with only the Commission having the authority to mitigate a lien.

Commissioner Clottey recalled that it was suggested that the Commission step in prior to foreclosure and she was told by Town staff there were few foreclosures.

Commissioner Sasser supported giving the Commission leeway on mitigating such liens and questioned how the Commission could ensure consistency was maintained in its ruling. Assistant Town Manager Olinzock referred to the nuisance ordinance of May 2009.

Commissioner Vincent supported Commission mitigation pre-foreclosure; however after a foreclosure, the bank should be held responsible for the maintenance of a property.

Attorney Trevarthen stated she drafted an ordinance that addressed enhanced standards for site maintenance as well as a program for registering a property for maintenance after foreclosure.

Commissioner Vincent questioned whether a state statute existed that made banks responsible for property upkeep after foreclosure or whether the Town would be responsible. Attorney Trevarthen said that the draft was consistent with what was already in place at other cities and the banks were responsible for maintaining properties after they foreclosed on them. She added that many cities had difficulty locating a specific individual to hold accountable; hence the registration of properties.

Mayor Minnet believed that Town staff should put together a document in reference to the issues of nuisance and mitigation and bring it to the May 26, 2010 Roundtable for review.

5. Street lighting Town wide.

This item was scheduled for discussion during the May 10, 2010 Capital Improvement Workshop.

6. Memos e-mailed instead of printed.

Mayor Minnet requested staff input on whether memos could be emailed instead.

Assistant Town Manager Olinzock responded that he worked with the written document as it was a safe way to store and retrieve public information.

Mayor Minnet clarified that she referred to the amount of paper that flowed between Town staff and the Commission.

Commissioner Vincent concurred with having documents emailed to the Commission. He preferred to have the opportunity to print a document if he so chose rather than having a hard copy stuck in his mailbox. He advised that the documents could be stored in his computer.

Commissioner Sasser preferred to have the documents emailed.

Mayor Minnet restated her that the subject of discussion was not regarding public records but mainly with memos sent to the Commission. She preferred an email rather than a hard copy.

Town Manager Colon indicated she would continue to use her method of Commission communication; via hard copies, as she did not wish to use email as a filing cabinet.

7. Review agenda item request form for Roundtable and Commission meetings.

Mayor Minnet believed that the agenda forms could be pulled together as dates were set for the Roundtables.

Commissioner Sasser requested that a section named Action or Outcome Expected be added to the agenda form.

Mayor Minnet recessed the meeting at 6:05 p.m. and reconvened at 6:15 p.m.

e. Grant event permits for Jazz and Elvis nights for 12 months with the Commission's right to cancel at the next meeting in the event of complaints (Vice Mayor Stuart Dodd)

Vice Mayor Dodd believed it would be more constructive than reviewing the matter every three months. Commissioner Clottey was unconvinced as the right to cancel could be accomplished that easily. Commissioner Vincent believed the Commission had the right to cancel any event if there was sufficient justification for such action.

Assistant Town Manager Olinzock stated that the two organizations did not desire 12-month permits; there were 2 or 3 months in the summer where there were no activities. He said the Town had been operating on a

quarterly basis for the last 2 years. Assistant Town Manager Olinzock pointed out that the current time frame allowed the Commission time to review the events and address any issues that arose at regular intervals. He advised that If the Commission preferred to review the events annually and address issues, including the right to cancel an event, language could be included in the Town's special events ordinance to that effect. Assistant Town Manager Olinzock stated it would be ideal for the various organizations to supply Town staff with an annual events calendar that the various events might be better coordinated throughout the year. He believed that would be an advantage to the various Town departments, such as Public Works, Parking and BSO.

Commissioner Vincent asked what the quarterly permit fee was. Assistant Town Manager Olinzock said the permit fee was $100 whether for 3 months or 1 year.

Mayor Minnet said believed an annual permit cost may require a different fee structure. Commissioner Vincent concurred and stated that an annual fee might cost more than $100 but less than the $400 they paid annually for the 4 permits.

Attorney Trevarthen advised that if the Town were to make the annual permit an option it had to be offered on an even-handed basis. She believed it was a feasible solution to include language that would allow annual review by the Commission and the right to cancel leaving the current permit period as is.

Mayor Minnet wondered if the language might be included as part of the Special Event Permit application. She thought it would be better to discuss the matter further with the businesses before making a decision.

Assistant Town Manager Olinzock suggested including a clause found in agreements with other cities whereby a box would be included on the permit application as to whether an event would recur annually.

Vice Mayor Dodd commented that his reason for placing the subject item on the agenda was due to 2 complaints received: 1) the owner of the Village Grill, and 2) the Chamber of Commerce. He said their issue was with the inconvenience of repeating the process rather than the fee.

There was Commission consensus for members of the dais to speak with the business entities and decide whether to place the matter for discussion on a future Commission agenda.

There was no further discussion.

f. <u>Discussion to approve the Second ILA (Interlocal Agreement) for the Public</u>

School Facility Planning of Broward County – Back up attached (assistant Town Manager John Olinzock) – *Deferred at the February 23, 2010 Commission meeting by Vice mayor Stuart Dodd)* – ***Deferred at the April 13, 2010 Commission meeting*** – Commissioner Scot Sasser

Commissioner Sasser expressed his concern that no matter what action the Commission decided upon, the children would be moved due to present overcrowding. He believed that the Town should expect no less than the best from its state or county governments and asked whether a "no" vote on the proposed ILA would put Lauderdale-By-The-Sea in breach of its ILA contract. He explained that is would not be a pledge of allegiance to the existing ILA and if a "no" vote was rendered and the Town lost the vote, Lauderdale-By-The-Sea would just fall in line with other cities.

Attorney Trevarthen stated that in 2003 cities were mandated to agree with the ILA and the rule was that there had to be a 100% agreement among cities for an action to be effective. She added that in 2005 mandatory score concurrency along with consequences associated with noncompliance were included in the ILA and some cities continued to demand 100 percent concurrency while other cities were concerned about the effects of a holdout. Attorney Trevarthen noted that if the Town chose to vote "no" there was a possibility of being out of compliance by state law. She explained that there were a series of steps the Town would have to go through before reaching a stage of noncompliance. Attorney Trevarthen stated that step one was to discover whether there were sufficient cities voting against the ILA amendment; 75 percent of the cities covering 50 percent of the population. In such an event, the current ILA would remain as is. She said the solution for the Town's schools was down the path of Policy 5,000; however the Town had to be a part of the current ILA.

Mayor Minnet likened the situation to an unfunded mandate by the state. She said municipalities were being ordered to comply without being provided adequate tools for compliance. Attorney Trevarthen affirmed this to be the case.

Commissioner Sasser indicated his intention to vote "no" to the proposed ILA. Mayor Minnet requested clarification as to the ramifications for the Town if the Commission voted "no" on the subject ILA.

Attorney Trevarthen explained that if a sufficient number of Broward County cities agreed to the proposed ILA and the Town voted "no", Lauderdale-By-The-Sea would be out of compliance with state law. She added that the Town could be subject to a number of penalties; 1) prevented from amending its Comprehensive Plan in response to an increase in residential density until the Town came into compliance, 2) financial penalties linked to Comprehensive Plan failures and state revenue sharing. Attorney

Trevarthen added that the Town would then be ruled out of compliance and DCA would send the matter to the District Commission where, if the ruling was such that the Town was seen as obstructionist, significant state funding could be withheld.

Commissioner Sasser suggested voting to agree with whatever the majority vote was on the proposed ILA, thereby eliminating the Town being viewed as noncompliant.

Commissioner Clottey did not believe the proposed ILA was an unfunded state mandate, as it came about through a public referendum.

Attorney Trevarthen replied the current situation did not arise from a public vote but rather it arose due to the 2005 Senate Bill 316 by former Governor Jeb Bush.

Mayor Minnet stated that the matter was on the agenda for consideration at the April 27, 2010 Commission meeting. She stated that any situation that opened the Town up to possible loss of funds was a problem and believed it was a matter requiring serious consideration by the Commission.

g. Discussion regarding notification procedures for serious situations – ***Requested at the April 13, 2010 Commission meeting*** – *Vice Mayor Stuart Dodd*

Mayor Minnet suggested there might be a simple solution of just notifying the Commission and staff when a situation occurred.

Vice Mayor Dodd preferred to be notified of serious situations by Town staff rather than a resident.

Public Information Officer Steve d'Oliveira stated that there were times a resident was on the scene when it occurred and many times the initial information was inaccurate. He added that gathering proper information could take time.

Mayor Minnet stated that the Commission simply wanted to be informed of situations as they arose and not necessarily get a detailed account immediately.

Mr. d'Oliveira agreed to communicate with the Commission via email to alert them when such situations arose.

h. **Resolution 2010-07:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE – Changes and/or additions to be applied at meeting per Town Attorney – ***Deferred at the April 13, 2010 Commission meeting*** – Vice Mayor Stuart Dodd

Commissioner Sasser said that Section a.2(i) should state that the Town Manager or Assistant Town Manager should be present at the Commission Roundtable meetings. Town Manager Colon requested that the words "or designee" be added as well. Commissioner Sasser accepted. He requested language in Section a.3(i)(a) read "the Mayor or any Commissioner" rather than saying "any two Commissioners."

Mayor Minnet asked that such suggestions be sent to the Town Attorney ahead of time to allow her the ability to prepare to give feedback.

Attorney Trevarthen said she received a number of suggestions and made the changes and would place the document on the agenda for the next Roundtable if the Commission so desired. The Commission agreed.

Commissioner Clottey believed the authority to extend the time allotted for public comments should be that of the Commission and not the Mayor. She said that had been the practice in the past and a more fair process.

There was a Commission consensus to change the language accordingly.

i. Discussion and/or action for the Commission to give its final approval to the construction drawings for the El Mar Drive beautification before construction s (Commissioner Stuart Dodd) ***Direction given at the January 26, 2010 ing to go before the Master Plan Steering Committee - Deferred at the h 23, 2010 Commission meeting*** Vice Mayor Stuart Dodd – ***Deferred at the 13, 2010 Commission meeting*** – Commissioner Scot Sasser

Commission Sasser requested a copy of the grant paperwork for review. Assistant Town Manager Olinzock pointed out that there was no grant paperwork. He explained that it was simply a line item stating the grant amount that was being applied for. Assistant Town Manager Olinzock explained further that when the Town did receive the grant, the details would be created as to the specifics.

Commissioner Clottey noted that when she attended an MPO meeting she realized that the grant was something Lauderdale-By-The-Sea could be eligible for. She explained that this was part of the Federal Government's stimulus monies related to municipal jobs. Commissioner Clottey said the government had not finalized the details of the grant, such as the amount. She added that there were three criteria totaling 50 points, such as doing a job creation and adhering to the 2035 Plan and explained that the monies

were not for maintenance, such as sidewalks, but for special projects. Commissioner Clottey advised that the County Commission also decided the dollars would be divided over the County to prevent larger municipalities from taking the bulk of the funds.

Commissioner Sasser clarified that he was seeking additional information in order to add some context to what the Town wanted to accomplish.

Town Manager Colon stated that the bulletin sent accurately represented that the County indicated that the Town should devise a project that was pedestrian friendly. She explained that if the Town met the three criteria and submitted its application in a timely fashion, Lauderdale-By-The-Sea could be placed on the list of applicants for the funds. Town Manager Colon said that Assistant Town Manager Olinzock could get a copy of the application to the Commission that would show the stimulus amount and the amount the Town had to match, but no action was possible until the decision was made as to the Town receiving the funds.

Commissioner Vincent asked for clarification that the project would move ahead with or without the grant being discussed, which amounted to half the funds required as stated by the current project plan.

Vice Mayor Dodd said the anticipated cost of the original improvements for the El Mar Drive project was in the region of three or four million dollars. He added that the Town already had $1 million and if this could get another million to further the project it was worth pursuing.

Commissioner Sasser requested Attorney Trevarthen take a look at the Ocampo contract. He requested both Ocampo & Associates and Chen & Associates attend the next MPSC (Master Plan Steering Committee) meeting.

Assistant Town Manager Olinzock explained the Commission could elect to have Chen & Associates do the work on the as they were the Town's contracted engineers. He advised that if the Commission preferred not to choose Chen & Associates then an RFQ would be required.

Commissioner Sasser believed the Town already paid Ocampo & Associates a considerable amount of money for the design of the El Mar Drive improvements. Assistant Town Manager Olinzock advised that the work was stopped at the direction of the Commission. Commissioner Vincent believed some 60% of the work was completed at the time.

Town Manager Colon reminded the Commission that Chen & Associates and/or Ocampo & Associates would have to be paid to attend the MPSC. She added that since the Commission decided to suspend the project, no

action would take place until after MPSC recommendations were received and the Commission decided on a course of action.

Commissioner Sasser questioned whether the Town was able to stop or terminate the existing contract without penalty and inquired as to the possibility of other implications should the Commission decide against proceeding with Ocampo & Associates.

Attorney Trevarthen explained that Chen & Associates had a continuing services contract with the Town. Town Manager Colon pointed out that there were no problems working with Ocampo & Associates and briefly explained the various phases of the contract with them.

Assistant Town Manager Olinzock stated that should there be a penalty clause included in the design contract he would recommend it be negotiated out. He was not aware of such a clause as it would take away the right of the Commission to change its mind.

Commissioner Vincent questioned whether the contract was an incremental one and whether the Commission wished to terminate it at 60% completion or was it even possible without having to pay the remaining 40%.

Commissioner Sasser asked the Town Attorney if she reviewed the contract. Attorney Trevarthen said she had not received a request by the Commission to review the contract. She said the contract showed only Town Manager Colon's signature and therefore did not believe the contract was formally reviewed by the Town Attorney.

Commissioner Sasser requested Attorney Trevarthen review the subject contract, keeping in mind the points brought out in discussion. He added that the review include the consideration that the Town may resume working with Ocampo & Associates or choose to terminate that contract and utilize the services of Chen & Associates. Vice Mayor Dodd wanted the Town Attorney to review the Statute as to the Town's obligation under the existing contract with Ocampo & Associates and the ramifications of a decision to allocate the work to Chen & Associates.

Commissioner Clottey stated that with all the stimulus dollars available, the Town did not have enough shovel-ready projects. She felt confident the Town would be awarded the $1 million, particularly since it had $1 million to leverage with. She believed there were enough projects out there that the Town could access federal dollars to complete.

There was no further discussion.

j. Jarvis Hall Interior Lighting Replacement (Assistant Town Manager John

Olinzock) ***Deferred at the March 23, 2010 Commission meeting*** - Mayor Roseann Minnet – ***Deferred at the April 13, 2010 Commission meeting*** – Mayor Roseann Minnet

Mayor Minnet reviewed the process of the project noting the first decision was the cost and whether the Town should take on the project as a short term fix, or consider long term renovations on a larger scale.

Commissioner Vincent believed a temporary fix was needed as there were no plans in the near future of extensive renovations to Jarvis Hall and the lighting needed to be improved. He did not wish to see the Town go with the lowest bid if it meant ending up with little improvement.

Mayor Minnet explained that the lighting that would be supplied by the lowest bidder would furnish some improvements, similar to that seen in the Town's offices. She recommended going with the lowest bid of $1,800, as Jarvis Hall was an old building and it would not be an easy job. Mayor Minnet advised that the specification on the lamps needed to be at least 835 at no cost differential.

There was no further discussion.

k. Mitigation of liens – Final decision and authority to rest with the Commission (Vice Mayor Stuart Dodd) **** Not enough time to research and attach prior Commission meeting minutes, Town Attorney's response or opinion, nor staff input***

This item was discussed earlier under item **2**d.4.

l. Refund Chamber of Commerce $500.00 from the Commission approved expenditure for Christmas by the Sea – Commission approved $5,000.00 and the Town has so far paid $4,500.00. Also refund the $8,900 or thereabouts for the money the Town retained following the submission of the profit an loss year end account. The Commission approved $28,000 and the Chamber has not received the full amount. It is this Commissioner's contention it is up to the Commission if necessary to adjust the amount in the budget and not the Town Manager (Vice Mayor Stuart Dodd)

Vice Mayor Dodd believed the refund of the $8,900 was wrong as the Commission allocated a certain amount of funds to the Chamber each year. He believed the Town was getting a good deal as it related to the work the Chamber did for the community and he wished to see the money given to the Chamber. He asked for the Town Attorney's opinion regarding legal issues.

Commissioner Clottey stated that the Town elected to make up the Chamber's budget deficit to the tune of thousands of dollars. She asked that

should it be discovered that the Chamber had no budget deficit, were there any legal implications for the Town not to award the full amount allocated the Chamber in the Town's budget. Attorney Trevarthen recommended that the Commission choose to do as it saw fit. She said it was not uncommon for municipalities to make charitable donations.

Town Manager Colon stated that the Commission received copies of the Town's revised financial statements. She explained that when the check for $19,000 was made out to the Chamber of Commerce it was based on the Chamber's profit and loss which reflected a loss of $19,000. Town Manaager Colon said she sent a letter to the Chamber of Commerce stating there appeared to be something wrong and she received a letter from a CPA that was hired by the Chamber of Commerce to redo their books for the last two years. She said the letter stated that rather than having a $19,000 deficit, it appeared from January 2009 to December 2009 the Chamber had a $25,000 profit. Town Manager Colon said that should not happen for a non-profit organization; however, it was ultimately the Commission's decision to continue funding the Chamber of Commerce.

Commissioner Sasser questioned if the Chamber was actually showing a profit or a cash position of $25,000.

Town Manager Colon reminded the Commission that $28,000 was the Chamber's budget allocation.

Vice Mayor Dodd reiterated it was not acceptable for the Commission to withdraw monies promised to the Chamber midyear as it had the opportunity to revise the sum in the next fiscal year.

Commissioner Sasser believed there needed to be a legal determination as to how the Town's allocation should be viewed and whether or not it was a donation.

Commissioner Vincent asked whether the Town had previous contracts with the Chamber of Commerce and whether there were specific amounts honored each contract year. Town Manager Colon stated she could provide letters indicating what transpired in the past and send all those documents and the profit and loss statements to the Town Attorney, as the contracts referenced the profit and loss statements. Town Manager Colon stated that currently there were no contracts between the Chamber of Commerce and the Town, nor could she recall if there was a contract for fiscal year 2008/2009.

Vice Mayor Dodd recalled the Chamber was initially allocated $35,000, and the figure was reduced to $28,000.

Commissioner Vincent said he wished to determine if the contracts were verbal or written. Assistant Town Manager Olinzock stated that since his tenure, many agreements were executed without proper contracts. Commissioner Vincent stated that he only wanted to know what the situation was for 2008/2009, which was recent enough for accurate recollection.

Commissioner Clottey disagreed with Vice Mayor Dodd. She recalled that at the last minute the Commission voted to award an additional $5,000 to the Chamber for their Christmas party, and it turned out they did not need the additional funds. She believed the money should not be given to the Chamber.

Mayor Minnet recommended the Town Attorney devise a contract for the next fiscal year between the Chamber of Commerce and the Town including the statement of a specific amount to be allotted. She added that the figure would remain unchanged for the specific fiscal year and could not be arbitrarily changed by anyone, including the Town Manager.

Commissioner Sasser indicated he would vote yes on the proposed item with the condition that the Town Attorney assured that there would be no legal implications regarding the Town's funding of the Chamber.

There was Commission consensus to go forward accordingly.

Commissioner Clottey disagreed. She believed the $5,000 should be returned to the Town by the Chamber of Commerce and the rest of the money should be given as promised.

Mayor Minnet reiterated her desire for the Town Attorney to research the matter and provide the Commission with legal feedback. She believed the situation was handled unfairly.

There was no further discussion

m. Discussion on Town Manager Status Report. This needs to an exclusive list and we each need to assist the Town Manager in the creation and validation of the report for a go forward basis (Commission Scot Sasser)

Commissioner Sasser stated that the Commission needed to provide individual lists as to what should be reflected in the status report.

Mayor Minnet wondered whether there were formats that other municipalities used in such instances. Attorney Trevarthen said she sent examples to the Town Manager that were slightly different from those being discussed by the Commission. She said one was a detailed to-do list for the Town as a whole

used by the Manager and staff and was not a document that came before the Commission for approval.

Commissioner Sasser said he was not looking for a detailed list, rather he was looking for an exhaustive list of all projects the Town was working on so the Commission would not lose track of what was happening in the Town.

Town Manager Colon invited the Commission to send her their lists and she would incorporate them in her status report. The Commission agreed.

There was no further discussion.

n. Discussion on getting mail, correspondence answers and updates via email rather than paper (Commissioner Scot Sasser)

This item was discussed under item **2**d.6.

o. Discussion regarding trial valet for downtown businesses. Proposal submitted via letter to all Commissioners from Joseph Brennen, Secretary/Treasurer, Beach Restaurant, Inc. DBA 101 Ocean. Letter attached to this item request form (Commissioner Scot Sasser) **** Not enough time to research and attach prior Commission meeting minutes, Town Attorney's response or opinion, nor staff input***

Commissioner Sasser saw the need for backup to be pulled and suggested the discussion be deferred until that information was supplied.

Vice Mayor Dodd believed there should be a consensus as to where the Commission stood regarding a valet service prior to any work being done on the this item.

Assistant Town Manager Olinzock pointed out the Commission would have to give direction to change the Town code as valet service was not currently a permitted use. He added that all the activity would be conducted on private property although they wished to use the Town's right of way.

Mayor Minnet preferred to hear whether such an opportunity was feasible.

Commissioner Clottey stated that a previous meeting many of the businesses indicated their opposition due to traffic congestion. She said that if the matter was being revisited then the input of those businesses should be sought again.

There was Commission consensus for input from the local businesses again and to discuss further in order to determine feasibility.

Vice Mayor Dodd concurred. He stated that it should be emphasized that it would be a pilot program and evaluated as such. Vice Mayor Dodd stated that every effort was to be made to keep costs down and to be careful as to making permanent changes to ordinances. He believed that it could alleviate many of the traffic and parking issues in that specific area.

Attorney Trevarthen explained that whether the approach was to be a pilot program or a permanent one, it would involve the same amount of work as the same steps had to be taken to protect the Town.

p. Discussion: concern has been expressed about speeding cars on Seagrape south of Commercial. Some drivers are using this street to bypass the Commercial and A1A intersection. A resident has requested the installation of speed bumps on this stretch of Seagrape in order to slow down traffic (Commissioner Birute Ann Clottey) * ***Not enough time to research and attach prior Commission meeting minutes, Town Attorney's response or opinion, nor staff input***

Commissioner Clottey stated that a resident had expressed concern regarding this item.

Mayor Minnet said she too received a phone call from a resident and believe the item was discussed some 2 or 3 years prior. She suggested that the minutes of discussion at the Town Commission meetings should be included in the backup for the April 28, 2010 Roundtable.

q. Discussion: Since the Chamber receives substantial support from the Town and the Chamber's activities are very important to the Town and the business community, I believe that it would be beneficial to all to have the Executive Director of the chamber make a monthly report during Town Commission meetings concerning the Chambers activities and planned events (Commissioner Birute Ann Clottey)

Commissioner Clottey mentioned a number of residents contacted her with regard to statements such as the Chamber was the marketing arm of the Town. She thought it would be good for the Chamber's Executive Director to give the Commission a monthly report of what was going on.

There was Commission consensus in support of Commissioner Clottey's suggestion.

3. ADJOURNMENT

Mayor Minnet adjourned the meeting at 7:53 p.m.

_____
Mayor Roseann Minnet

ATTEST:

_____ _____
Town Clerk, June White Date