

**TOWN COUNCIL
SPECIAL MEETING
MAY 24, 1999
6:00 P.M.**

The meeting was called to order at 6:05 p.m. Present were Mayor Venis, Vice-Mayor Bush and Councilmembers Cox, Paul, and Weiner. Also present were Town Administrator Rawls, Town Attorney Webber.

1. AGREEMENT – A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR APPOINTMENT OF ROBERT C. MIDDAGH, JR. AS TOWN ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

Mr. Webber provided the following overview of Mr. Middaugh's current contract with the City of Wheatridge, Colorado, versus the proposed contract with the Town and the following was noted:

- The original contract was entered in 1992 and had been renewed.
- The severance and termination provision provided four months' salary without benefits for termination without cause. In the event Mr. Middaugh voluntarily resigned, the City must be provided with six weeks notice, in advance.
- Under the disability provisions, if Mr. Middaugh was unable to perform his duties for four successive weeks beyond any unused sick leave, or for 20 working days over a 30-working-day period, the City had the option to terminate the agreement and Mr. Middaugh was entitled to severance pay.
 - Mr. Middaugh was compensated for any accrued sick or vacation leave, holidays, compensatory time, and other accrued benefits.
 - The initial salary was \$65,000 and was currently in the low \$90,000 range.
 - Annual performance evaluations were conducted.
 - In 1992, the City paid Mr. Middaugh's moving expenses from Connecticut to Colorado, not to exceed \$10,000.
 - Initially the contract called for \$250 per month automobile allowance which may have been modified.
 - The current benefit package was not available; however, in 1992, the City paid \$100,000 in term life insurance and accidental death and dismemberment insurance. Dependent life insurance and long term disability, with a maximum guaranteed income of \$30,000 per year, were paid by the City. In addition, medical insurance was paid at a rate of 100% by the City for the employee only. The City paid \$200 towards the premium for dependent coverage and \$286 per month towards the premium for family coverage. Increases were provided by City Council. Dental insurance was also provided by the City. In the event the City Administrator was terminated, the City was to pay the Administrator an amount equal to four months' COBRA premium coverage.
 - Under the retirement provision, the City agreed to pay 5% of the base salary into the ICMA Retirement Account, in addition to the base salary.
 - The City agreed to pay for dues and subscriptions, including ICMA dues.
 - The City agreed to provide annual, sick and holiday leave in accordance with the City's personnel policy. Through the end of the first five years of service, the City offered eight hours of annual vacation leave per month which equated to 96 hours per year. In the event of voluntary resignation, Mr. Middaugh would receive compensation for the accrued unused vacation time. In addition, at the time of appointment, he was granted 40 hours of leave and an additional 40 hours of sick leave. He began accruing eight hours of vacation time and eight hours of sick time each month upon completion of six months' service.

**TOWN COUNCIL MINUTES
MAY 24, 1999**

- With regard to professional development, the City offered similar provisions as to the proposed contract. It did not provide for the \$650 reimbursement provision; however, the City agreed to pay for his spouse to attend one of the professional seminars.

- The City offered Mr. Middaugh the ability to take reasonable compensatory time. The Town allowed for 15 days per year of compensatory time.

- Expenses were reimbursed by vouchers and receipts which were approved by the City Council at their budget hearings.

- The City paid for all bonds as called for in the Town's contract.

Discussion ensued with regard to the terms of the contract. Mr. Webber advised that the City's contract did not had a definite term. It was Mr. Webber's understanding that Mr. Middaugh did not object to a term limit; however, if the contract was not renewed, he requested that it be treated as an involuntary termination, entitling him to all severance benefits. Traditionally, the Town's contract had a definite term limit and if not renewed, did not grant severance pay.

With regard to severance pay, the contract amount equated to 14 months. After discussion, it was determined that severance pay would continue if Mr. Middaugh found another job in the private sector within the 14-month timeframe. It was suggested that if this were to occur, the Town might consider paying the difference in salaries versus the entire amount. The benefits would have to be negotiated. It was the consensus that an incentive needed to be offered to find another job.

Councilmember Paul commented she felt it was important to compare the contract to that of the previous Town Administrator while also comparing the contract to Mr. Middaugh's current contract. She felt the difference in terms of salary and benefits were not out of line. It was her belief that Mr. Middaugh saw the position as precarious in terms of longevity and was trying to protect himself.

Mayor Venis concurred with the comments as long as the severance pay was the difference of the salaries.

It was the consensus to make the severance pay contingent on any subsequent employment and not differentiate between government and non-government employment.

In response to Councilmember Cox's inquiry, it was advised that the severance pay for three months would be paid immediately. Thereafter, monthly payments would begin to commence for nine months.

The following comments were made with regard to the contract:

- It was the consensus that the contract would be renewed in June.

- With regard to the moving expenses, Mr. Webber explained that Mr. Middaugh obtained an estimate of \$9,900 to move, which did not include travel expenses and other moving-related expenses. In order to cover his costs, a figure of \$15,000 would be more realistic. Invoices and receipts would be submitted for reimbursement.

- The number of vacation days accrued in the first year was questioned. It was noted that the previous Town Administrator began accruing leave upon employment. After further discussion, it was the consensus to change the initial 20 days to 10 days, and on the commencement of the third and fourth quarters, 5 days would be granted for each quarter. In subsequent years, four weeks of leave would be granted. Discussion ensued with regard to a limitation on the amount of leave being carried over from one year to the next. It was noted there would be no maximum accrual amount except for separation. In the

**TOWN COUNCIL MINUTES
MAY 24, 1999**

event of involuntary separation without cause, the maximum payment would be 60 days. In the event of termination due to a charter change, the maximum accrual would be 40 days. If the termination was without cause, payment would be 100% up to the cap. Mr. Rawls clarified that the 60 days were working days, which would equate to 480 working hours if, at a four-week annual accrual, a point could be reached in which 360 hours had accrued. If Mr. Middaugh left of his own volition, he would maintain the benefit that other employees had to provide the maximum 360 hours. He summarized that a higher amount was being requested for involuntary termination; however, it was equal to the other benefits for executive employment if he chose to leave. Under the option in 3-C of the contract, Mr. Webber clarified if Mr. Middaugh chose to leave, he was entitled to receive 50% of the accumulated sick leave in addition to 40 days of accumulated vacation time.

Councilmember Cox expressed some reservations. She did not mind being fair if the Town chose a strong mayor form of government; however, she felt that there were a lot of benefits being offered. While it was the consensus that this should be of concern, it was noted that Mr. Middaugh must feel that he had some protection and could plan for longevity.

After further discussion, Councilmember Cox reviewed the severance package. She felt that other executives were required to use their vacation time so as not to accrue an astronomical bill upon termination.

It was the consensus to grant 12 sick days as stated in the proposed contract. It was further noted that a cap of four weeks' vacation could accrue if the strong mayor form of government was instituted. If Mr. Middaugh voluntarily left, he would obtain 60 days. Originally, the larger pay out amount was requested which was similar to other Town employees.

- With regard to the pension, it was clarified that the Town paid 11.4% of the salary to the pension fund. In addition, another pension fund was being paid at the rate of 3%, for a total of 14.4% into the pension funds. It was noted that the 457 package had the ability to increase annually.

Mr. Webber advised that Mr. Middaugh was requesting that the Town pay into his existing ICMA 457-pension plan. He was advised that the Town's plan was more beneficial than his existing plan, not necessarily the existing plan; however, he still requested the additional 3% increase.

Discussion ensued with regard to the proposed percentages for the retirement plan. Mr. Webber advised that in 1992, the City paid 5% of his salary towards the pension. Mayor Venis questioned why the Town would had to contribute to both plans. He felt that the pension offered by the Town was good. It was the consensus to offer the Town's plan only and not to include the additional pension plan.

Discussion ensued with regard to the contract terms. It was noted that Mr. Middaugh requested a full severance package; therefore, this was a minute point.

Councilmember Weiner made a motion, seconded by Councilmember Cox, to authorize the Mayor to execute an agreement with the following amendments, as outlined by Mr. Webber:

- Section 3A-2 – Remove government and cover any other employer, public or private. Whatever employment received that paid less salary and benefits, the Town would pay the difference during the severance period. In essence, this would make him whole during the severance period. If another employment opportunity were in place that would

**TOWN COUNCIL MINUTES
MAY 24, 1999**

apply to the initial three-month payment, as well. This would be for full time employment and would also be removed in paragraph two.

- Section 13 – The initial credit of 20 days’ sick leave would be reduced to 10 days. With respect to vacation, the additional 5 days would be granted in the third quarter and an additional five days would be credited in the fourth quarter. This would be for the current employment time.

- Section 18 – With regard to the pension, the additional 3% plus 1% annually would be eliminated. Mr. Middaugh would be eligible for the same benefit as other executive employees currently receive.

In a roll call vote, the vote was as follows: Councilmember Cox – yes, Councilmember Bush – yes, Mayor Venis – yes, Councilmember Weiner – yes, Councilmember Paul – yes. (Motion carried 5-0)

2. INTERVIEWS FOR ARCHITECTURAL SERVICES FOR THE PINE ISLAND PARK MULTI-PURPOSE CENTER.

Procurement Manager Herb Hyman presented an overview of the selection process for the architectural services for the multi-purpose center. He advised that a selection committee narrowed the sixteen proposals to six and interviews were conducted with all six firms. The presentation order was randomly selected and the process was governed by Florida State Statute 287.055. During the question and answer period, each Councilmember was permitted to inquire as to experience, qualifications, related projects or personnel. No questions were permitted pertaining to the professional fee. Direction was given to make a selection based on qualifications only.

Robert Walters, Architects

Robert Walters introduced his partners and presented an overview of his organization. A chart was displayed showing various contract renewals and additional work done for other municipalities in the County.

Fred Stresau, principal owner of Stresau, Smith, and Stresau, Architects, advised his most visual project was with the Fort Lauderdale Airport.

Jay Flynn, Civil Engineer, indicated that he had worked with approximately 80 to 85% of Mr. Walters’ clients.

Bob Cain, principal owner for a large mechanical/electrical-engineering firm, advised that his specialty was tropical building design and high-humidity problems. In this project, he also specialized in recreation facilities and performing arts facilities.

Scott Kuvy, partner with GHA Consulting Engineers, indicated that most of his projects had been working with Mr. Walters. He had completed many projects similar to the proposed.

Abbas Zachria, Robert Walker Architects, indicated that he had worked on various projects including the Tamarac Recreation Center.

Mr. Walters advised his firm was an architectural firm; however, they were master planners and engineers in the other disciplines of construction. These consultants had been working together for many years.

Pictures of various projects were displayed. Mr. Walters noted the components that highlighted the entry points which included natural daylight and glass. He felt the true key to a successful building was to analyze the needs of the Town and design a building that met

**TOWN COUNCIL MINUTES
MAY 24, 1999**

all of those needs. The buildings were to be designed acoustically so that they could be used for multiple purposes. Mr. Walters explained that the various ways in which this was accomplished and noted the cost savings. He further stressed the importance of using

The correct flooring which would be decided upon based upon the needs assessment of the building. He felt that the buildings should tie into the Town's image. He strongly recommended obtaining a Cultural Affairs grant and pledged to design an attractive building that would highlight the area. With regard to the design approach, he advised he would interview staff, assess the needs, and make recommendations. The site plan would be developed from the master plan and the Town's heritage to come up with an attractive look for the site.

In response to Councilmember Cox's inquiry, Mr. Walters recommended that acoustical tile be installed in the ceiling since it was not expensive. The tile costs approximately \$1.45 a square foot and created savings in the amount of ductwork. Noise studies had been conducted and the stage was constructed to fit the needs and purpose of the building.

Acoustical sound-absorbing panels ranging in different widths and costs were used on the walls; however, too many of these panels would deaden the sound.

In closing, Mr. Walters felt that he was good at his job and found this project exciting. Mr. Walters distributed letters of recommendation and referenced the Tamarac facility, which included a library and additional parking, at a cost of \$3.3 million with revisions to the site plan.

Mr. Webber explained that he had spoken with Mr. Middaugh who was agreeable to the amendments proposed by Council. Upon receipt of the faxed signed amended contract, Mr. Middaugh would tender his resignation.

MPA Architects

Rick Logan, President, and Daniel Canavan, Vice-President, were present on behalf of MPA Architects. Mr. Canavan noted a variety of projects had been designed including community and recreational facilities.

Mr. Canavan introduced Mark Beatty, the project architect; Bob Pontek, civil engineer; as well as representatives and other consultants they would be utilizing in order to complete the project.

Mr. Logan presented an overview of facilities completed with an equestrian motif, and noted a variety of projects of various sizes which he completed throughout the years. In addition, he advised of his experiences designing theatrical stages in a variety of auditoriums. He advised that in one project, vast meetings were held with the community in order to obtain their input regarding the facility. Mr. Logan discussed Crime Prevention Through Environmental Design and advised those principals would be implemented. In his research, he found that the berm was being constructed as a result of area residents' concerns. The location was determined because of the closeness to Pine Island Road.

Mr. Beatty displayed pictures of several plans and expounded on several issues that were addressed, such as senior citizens entrances. He noted the concession stand was a key element.

**TOWN COUNCIL MINUTES
MAY 24, 1999**

Mr. Pontek presented an overview of his responsibilities for the project which included working with the site aspect and building foundations for the facility. In his review of the location, he expressed concern with the access from Pine Island Road. Mr. Pontek felt that as long as the lighting was handled properly, the impact to the neighboring residents would be minimal. He pledged to work with neighbors with regard to impact and also noted problems associated with the berm.

A recess was taken from 7:56 p.m. and the meeting reconvened at 8:03 p.m.

Roy D. Smith and Associates, P.A.

Roy Smith presented an overview of his firm, advising that he had primarily dealt with commercial and institutional projects including extensive work with Nova Southeastern University. He introduced his consultants and commended the Town on its open space program. It was his belief the Pine Island Park would be a wonderful amenity for the citizens of the community and displayed an aerial rendering and photographs of the site.

With regard to the master plan, he suggested a loop road to connect the remainder of the areas and prevent a traffic backlog. Mr. Smith recommended the midget league be moved across the street in order to facilitate all the younger children in one area. He referenced a design in which the parents could pick up their children and also have the ability to see through the fields. He recommended adding one park devoted to playoffs, and a tower in which video taping could occur and security could be provided. A gate was designed utilizing a baseball bat as a flagpole and included several additional features including a theme in which parking lots could be identified.

Mr. Smith noted with the amount of money allocated for the project, the Town would be able to provide a 20,000-square-foot building. The three major concerns included budget, quality construction, and time frame. He indicated that the use of the facility must be established first, after which the building can be designed and expressed concern with regard to the stage and the kitchen facilities. He referenced a stage which was constructed as a platform.

Tom Lauberthal, landscape architect, related his extensive experiences dealing with the Town. He explained that his firm dealt with the entire picture and was aware of the public impact.

Mr. Batton provided an overview of the construction schedule and displayed illustrations of construction schedules. The accelerated time schedule was used by overlapping staff, critiquing sessions during the design development stage, and accelerating contract documents.

In closing, Mr. Smith emphasized the service aspect of his firm and displayed several completed projects.

In response to Mayor Venis' inquiry, Mr. Smith explained wood floors were used in the gymnasium. He suggested a new flooring material which was rolled on and requires minimal maintenance.

Mr. Webber presented an amended contract with Mr. Middaugh. He noted that in Section 3A-2, a sentence was added to the initially drafted proposal which stated that "the

**TOWN COUNCIL MINUTES
MAY 24, 1999**

three month payment shall be credited to Davie and the calculation in the salary and benefits.” Mr. Webber clarified he was reflecting the erosion of the 12-month severance payment.

Mr. Hyman distributed the ranking sheets on which the names appeared in the order in which their presentations were made. It was noted the lowest number was the highest ranked. The rankings were as follows:

Robert Walters Architect – 6 points
MPA Architects – 15 points
Roy De. Smith – 11 points

There being no objection or further business, the meeting was adjourned at 8:30 p.m.

APPROVED _____

Mayor/Councilmember

Town Clerk