

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Action Summary - Final

Monday, March 27, 2017

4:00 PM

Village Hall - Conference Rooms 1E & 1F

Village Council Workshop

*Anne Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman*

1. CALL TO ORDER

Mayor Gerwig called the meeting to order at 4:00 P.M.

Councilmembers present: Anne Gerwig, Mayor; John T. McGovern, Vice Mayor; Michael Drahos, Councilman; Michael Napoleone, Councilman; and Tanya Siskind, Councilwoman.

Advisors to Council: Paul Schofield, Manager; Laurie Cohen, Esq., Attorney; Jim Barnes, Assistant Manager; Tanya Quickel; Director of Administrative and Financial Services; and Chevelle D. Nubin, Village Clerk.

2. PLEDGE OF ALLEGIANCE

Mayor Gerwig led the Pledge of Allegiance.

A. [17-0888](#) PRESENTATION OF THE MARCH 2017 EMPLOYEE OF THE MONTH – ALAN FRIEDMAN

Mayor Gerwig asked Mr. Schofield if the agenda for the Village Council Agenda Review meeting was published. Mr. Schofield indicated that the document was not published.

Mayor Gerwig stated that the Village Council Agenda Review agenda was not really necessary since it was the same as the Village Council Meeting agenda.

Council agreed that the agenda for the Village Council Agenda Review meeting was not necessary.

At this point, Mr. Schofield introduced this item. This item is a presentation of the March 2017 Employee of the Month Award to Alan Friedman, Field Technician.

Mr. Schofield introduced Shannon LaRocque.

Ms. LaRocque introduced Mr. Friedman. She provided an overview of Mr. Friedman's history and service with the Village. She noted that Mr. Friedman has just been promoted as the Field Services Operation's Assistant.

Mr. Friedman thanked Council, Ms. LaRocque, his hardworking and committed team members, Corey Robinson, Milena Meehan, Karla Berroteran, Bryan Gayoso, Mary Kindzierski and the entire team for being nominated Employee of the Month. Council extended their congratulations.

There were no changes recommended.

3. REVIEW OF COUNCIL AGENDA

- A.** [17-1050](#) A PROCLAMATION OF THE VILLAGE COUNCIL OF WELLINGTON, FLORIDA RECOGNIZING AND CONGRATULATING DR. EVANGELINE AGUIRRE ON RECEIVING PALM BEACH COUNTY'S 2017 TEACHER OF THE YEAR AWARD

Mr. Schofield introduced this item. This item is a proclamation recognizing Dr. Evangeline Aguirre on being named Palm Beach County's 2017 Teacher of the Year.

He said that Ms. Aguirre was an ESOL teacher at Palm Beach Central High School.

Mr. De La Vega noted that she would be attending the meeting along with the school principal and members of the Education Committee. He said that Dr. Avossa, Mr. Rodriguez and other District members have been invited to attend.

There were no changes recommended.

- B.** [17-1062](#) MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETING OF FEBRUARY 28, 2017

Mr. Schofield introduced this item. This item is for the approval of the Minutes of the Regular Wellington Council Meeting of February 28, 2017.

There were no changes recommended.

C. [17-0712](#) AUTHORIZATION TO UTILIZE A SOUTHEAST FLORIDA COOPERATIVE CONTRACT FOR THE PURCHASE AND DELIVERY OF SWIMMING POOL CHEMICALS

Mr. Schofield introduced this item. This item is for the authorization to utilize a Southeast Florida Co-Op contract with Commercial Energy Specialists (CES), as a basis for pricing, for the purchase and delivery of swimming pool chemicals (Pulsar Brand Chlorine Briquettes) in the amount of approximately \$36,000 annually.

He said that the price was the best price that staff was able to find for the chemicals.

Mayor Gerwig asked for the amount of time the Village has been using the provider.

Mr. Barnes explained that the Village has been using CES ever since the City Of Sunrise, the lead agency for the Southeast Florida Co-Op, changed. He noted that the chlorine briquettes were used in lieu of the liquid chlorine and was used to handle the balancing of the the ph and chlorination levels.

Vice Mayor McGovern verified that the new contract price was \$5.00 more per pail. Mr. De La Vega replied affirmatively and explained the additional amount would be an increase of \$1,500 per year. He said the Village has been using CES since 2009. He noted that CES was the only company that provides the product and currently was the only bidder in the area.

Vice Mayor McGovern asked if CES was a local West Palm Beach vendor. Mr. De La Vega replied affirmatively.

There were no changes recommended.

D. [17-0835](#) AUTHORIZATION TO AWARD A CONTRACT FOR THE PURCHASE AND INSTALLATION OF VARIABLE FREQUENCY DRIVES FOR PUMP STATIONS 3, 6 AND 7

Mr. Schofield introduced this item. This item is for the authorization to award a contract to Grid One Electrical Construction, Inc., for the purchase and installation of variable frequency drives (VFDs) for pump stations 3, 6 and 7 in the amount of \$196,626.00.

He explained that the drives allow for a change in speed when the pumps were running. He stated that there were two bidders and Flanders Electric Motor Service was deemed non-responsive because they were not a licensed contractor. He noted that the drives would be a significant upgrade for the pumps.

Mr. Barnes noted that the drives extend the life of the pumps.

There were no changes recommended.

E. [17-0870](#)

Mr. Schofield introduced this item. This item is for the approval of Ordinance No. 2017-01 amending Sections 36-21 relating to definitions and 36-22 relating to property maintenance standards.

He explained the amendments were removing, adding definitions, clarifying and making language consistent within the code.

Ms. Cohen indicated that Mr. Klein recommended to remove the definition of boat. She said that it was regulated under another section of the Code.

Ms. Cohen referred Council to page 65, section 36-32 and said that the maintenance of the sidewalks were the responsibility of the property owner, but that was not indicated in the Code, and in order to clarify the issue, language should be added. She explained that the language would not change any enforcement or loosen any regulations.

Vice Mayor McGovern asked for the other section where the regulations were listed. Ms. Cohen said she would have to look for the information in the code of ordinances and report back to Council but noted that all the other definitions apply.

There were no changes recommended.

F. [17-1000](#) RESOLUTION NO: R2017-10 (WELLINGTON GREEN MASTER PLAN AMENDMENT – MUPD B HOTEL)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A MASTER PLAN AMENDMENT (PETITION NUMBER 17-09 / 2017-05 MPA 6) FOR CERTAIN PROPERTY KNOWN AS WELLINGTON GREEN, LOCATED IN THE SOUTHWEST CORNER OF STATE ROAD 7 AND FOREST HILL BOULEVARD, AS MORE SPECIFICALLY DESCRIBED HEREIN; AMENDING THE WELLINGTON GREEN MASTER PLAN TO ALLOW A CONDITIONAL USE HOTEL IN MUPD B AND TO AMEND CERTAIN CONDITIONS OF APPROVAL; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced this item. This item is for the approval of Resolution No. R2017-10, a Master Plan Amendment [Petition No. 17-09 (2017-05MPA6)] to allow an additional hotel and amend certain conditions of approval for the Wellington Green project.

He said that a request was received earlier from Greenberg Traurig asking to have their client be heard at the meeting.

Ms. Cohen explained that Greenberg Traurig was waiting for a response from Mr. Schofield regarding the sale of the parking lot and wanted to bid on the property. She said that the Village's code states that the properties could be sold to anyone as long as Council approves the sale and it serves a public purpose.

Ms. Cohen said the Park and Ride Lot was built with grant funds from FDOT and the lot was currently being under utilized. The applicant proposed purchasing the lot from the Village in order to fulfill part of the parking requirements and as a condition, they would have to reimburse FDOT for a portion of the funds expended to build the lot.

Mr. Basehart explained that the item was an application to amend the master plan for the Wellington Green Mall. The plan was originally approved by Palm Beach County in 1996, annexed into Wellington in 2000 and broke ground in 2001. The original Development of Regional Impact (DRI) approval included 7 MUPDs, which were the 6 out parcels on Forest Hill Boulevard and SR 7 as well as MUPD F and PUD which includes the Bainbridge Apartment complex and the Devonshire site which was approved for 600 congregate living units. He noted currently, the nursing home portion, NuVista has been built and the balance of the area was vacant. He said that there was no vacant area on the mall site. He indicated the application was for property that was 1.7-8 acres, and part of the MUPD B. The property

located where Bone Fish Mac, the old Buca de Beppo restaurant and the Hampton Inn was MUPD A. Mr. Basehart explained the applicant had originally proposed to have 125 rooms but in order to meet the parking requirements the idea was to obtain additional spaces since only 57 spaces could be placed on their site.

Mr. Basehart noted the Park and Ride lot was built by Palm Tran on Village property with a FDOT grant to cover the construction costs and the agreement runs until 2019 with extension provisions. In order to free up the spaces, a new amended interlocal agreement would need to be obtained and be submitted to the County. After having communication with Palm Tran, Mr. Basehart stated they supported the amendment and would be willing to give up 90 spaces which would allot for 107 rooms. He explained due to the agreement, the applicant would meet the parking requirements for a maximum 125 rooms. He explained that the mall would have to modify the DOA and other conditions of approval but all the regional and local conditions have been met.

Mr. Basehart referred Council to pages 74 and 75 for the resolution and the conditions of approval and provided an overview. He noted that the PZAB noted certain concerns at the March 8, 2017 meeting regarding pedestrian and circulation uses. They recommended crosswalks or signals be placed on the loop road at the mall in order to provide safe pedestrian crossing and access to the other shops at MUPD A, B and C.

Mayor Gerwig asked if the recommendation was for offsite location. Mr. Basehart replied affirmatively. Mayor Gerwig asked if the location was off site how would staff comply with PZAB's recommendation since there was not an existing connection to the mall. Mr. Basehart said the recommendation was for a walkway along the east side of the green road that leads to the main mall entrance.

Vice Mayor McGovern said the suggestion was for the pedestrians to easily and safely walk from the hotel to the mall.

Councilman Napoleone said currently there was not a sidewalk in the area and people walk along the road. He said the existing sidewalk was on the other side and does not go to mall; the sidewalk ends at the first set of stores.

Mr. Basehart stated that the applicant does not own the land where the walkways would go and unless the mall owner agrees, the walkways could not be a requirement. He explained that staff felt that was a fair condition and the applicant agreed to the condition at the PZAB meeting.

Mayor Gerwig said she viewed the PZAB meeting and the main concern was to have a flasher with a crosswalk added to the area. Mr. Basehart replied affirmatively.

Mr. Basehart explained that a lawsuit was filed by the owner of the Hampton Inn to prevent the new hotel project from moving forward but the lawsuit does not involve the Village.

Vice Mayor McGovern asked if the Village moves forward with approving the hotel would the Village be involved in the lawsuit. Ms. Cohen said she does not think that the Village would be involved in the lawsuit because the allegations of the lawsuit provide that the declaration of restrictive covenants only allow for one hotel. The owners of the Hampton Inn relied on that information when they purchased the property.

Councilman Drahos asked if the Hampton Inn was asking to speak as an interested party at tomorrow's meeting and if Council needed to change the way they were viewing the application. Ms. Cohen replied affirmatively and explained a representative from the Hampton Inn would be speaking as an interested party and the time allotted would be the same as any other interested party that has come before Council. She said that the Village needed to give them due process and the opportunity to be heard. She noted that the rules or procedures state that they would be entitled to speak for 15 minutes, cross examination, provide closing statements and the opportunity to present their arguments to Council.

Councilman Napoleone asked if staff discussed or reviewed what constitutes an interested party. Ms. Cohen said Florida law was broad regarding interested parties and they should be allowed to speak as a matter of caution and the Village should provide a fair opportunity for them to be heard.

Vice Mayor McGovern asked how recent was the litigation between the parties. Ms. Cohen said the litigation was very recent. Mr. Basehart said the lawsuit was filed the weekend before the PZAB meeting.

Mayor Gerwig asked if the Village was a party of the declaration. Ms. Cohen said the Village was not part of the declaration. Mr. Schofield said the Village does not have the ability to enforce a declaration.

Mayor Gerwig asked can a group of residents that were unable to find a hotel room during season, be considered an interested party. Ms. Cohen said that the answer to Mayor Gerwig's question was broad in

nature.

Councilman Drahos said that he felt that the circumstances would dictate who Council decides was an interested party or not.

Mr. Schofield explained there were requirements for an interested party to be allowed to speak and one being that they must provide advanced notice. He said everyone else was allowed to speak for 3 minutes.

Ms. Cohen asked Council if they wanted a copy of the case law which was very broad. Her advice was to always allow the public to speak which was part of the Florida open meeting law requirement, as long as they meet the requirements.

Vice Mayor McGovern asked Mr. Basehart if Council approves the amendment what would happen afterwards. Mr. Basehart said staff would continue to move forward to complete the amended interlocal agreement with Palm Beach County.

He explained that an accounting issue was currently holding the County up. He said a letter from DOT was received stating that there was no issue with the change and the results of their study indicated that less than 1% of the design capacity was being used but they were requesting reimbursement, which was being based on a pro rata basis. The County would provide the Village with the cost per parking space and the total cost would be amortized over the term of the agreement for the total amount of spaces the hotel would be taking.

Vice Mayor McGovern asked if the cost would be paid by the applicant. Mr. Basehart replied affirmatively and he explained that one of the appraisals has been received but staff should be receiving additional appraisals shortly.

Vice Mayor McGovern verified the item would be seen by Council on first reading and second reading. Mr. Basehart explained that Council would only see the item once. Mr. Schofield said that Council would see the item when approving the interlocal agreement, and afterwards, for the sale of the property.

Mayor Gerwig noted that tomorrow night would be the time that Council would be able to provide their influence on the site plan. Mr. Basehart replied affirmatively.

Councilman Drahos asked if Council had leverage regarding the level or type of hotel that would be placed at the site. Ms. Cohen said she would need to research his question but her gut feeling was if Council

approves a use, there was a level of difficulty to dictate exactly what level of hotel Council was looking for. She said she would provide Council with an answer tomorrow.

She noted that the developer was well known within the Village and staff and was a principal of the entity that developed the mall. She felt that the Village could expect a high standard from him and his firm. Mr. Basehart said the developer developed the 2 apartment complexes located behind the property in question.

Councilman Drahos said he needed time to do his own research. He asked if staff had addressed issues that would exclude the hotel from having exterior corridors and exterior air conditioning units. Mr. Basehart noted if Council wanted to add those issues as conditions, it could be done. Mr. Schofield noted part of the existing code requirements include, air conditioning equipment must be screened from view and must be screened if on the roof or ground.

Councilman Drahos said he wanted to make sure exterior hallways and doorways were not allowed. Ms. Cohen said there was a distinction between a motel and a hotel. Mr. Schofield said that adding a condition stating that rooms needed to be accessed through interior hallways would be allowed.

Mayor Gerwig suggested having meandering walkways as PZAB suggested.

Vice Mayor McGovern said the walkway could connect with the Park and Ride lot.

Mayor Gerwig recommended adding a few connections within the close vicinities which would alleviate having pedestrians walking along the roadways.

Mr. Schofield said that Council needed to voice their concerns at tomorrow night's meeting in order for the applicant to be aware since that would be the last chance for them to provide input on the project. He stated that DRC usually goes by the code.

Councilman Napoleone said the proposed hotel would be 5 stories high, and asked for the height of the Hampton Inn. Mr. Basehart said the Hampton Inn was 4 stories high. Councilman Napoleone asked how the building height compares with other buildings in the area. Mr. Basehart explained the apartment complex located behind the location was 4 stories high. The height that the applicant requested was consistent with the buildings in the area. He indicated that the height limitation along the SR 7 corridor was 72 feet. Councilman Drahos

asked for the height of the proposed hotel. Mr. Basehart said the proposed height for the hotel was 56 feet.

Mayor Gerwig asked if there would be amenities located on the first floor of the hotel. Mr. Basehart replied affirmatively and said there would be a couple of meeting rooms and sitting areas. Mayor Gerwig asked if the Hampton Inn had amenities on the first floor. Mr. Schofield replied affirmatively and explained they have meeting rooms, a breakfast area, sitting areas and a few rooms on the first floor. Mr. Basehart said the new hotel would also have a few rooms on the first floor.

Councilman Drahos asked if a hotel serves as a public purpose. Ms. Cohen explained that the hotel does not serve as a public purpose but the sale of the property does: 1) the property was being under utilized; 2) the property would bring income to the Village; and 3) the Village would have a tax paying citizen occupying the property. Councilman Drahos asked if there was a certain requirement to sell the property for instance for park use. Ms. Cohen said no and explained that the code provides that Council was able to sell the property to whomever as long as there was a public purpose. The sale would be contingent upon the amendment to the interlocal agreement and the negotiation.

Councilman Napoleone asked if the approval would result in the Park and Ride lot being part of the MUPD B or would it remain separate. Mr. Schofield said the Park and Ride was currently part of MUPD B.

Mr. Basehart noted currently the County said that 48 spaces would remain in the Park and Ride lot and 90 spaces would go to the hotel and explained that cross access and cross parking was part of the interlocal agreement. In the future, if Palm Tram needs additional spaces they would be able to use the hotel's spaces and vice versa.

Councilman Napoleone said that the distinction between a hotel and a motel should be deemed by the internal or external access to the rooms. Ms. Cohen replied affirmatively. Mr. Schofield said that a condition could be added by Council. Councilman Napoleone suggested changing the code to indicate that a hotel has interior room access.

Vice Mayor McGovern agreed to have the code changed.

Ms. Cohen said that staff was in the process of making changes to the code.

There were no changes recommended.

G. [17-1057](#) RESOLUTION NO. AC2017-03 (TRI-PARTY AGREEMENT FOR
WINDING TRAILS PROJECT):

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE TRI-PARTY AGREEMENT FOR LAKE MODIFICATIONS AND CONVEYANCE OF REAL PROPERTY BETWEEN WANDERERS CLUB PARTNERS, LLC, ACME IMPROVEMENT DISTRICT AND W&W EQUESTRIAN CLUB, LLC; PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced this item. This item is for the approval of the Tri-Party Agreement for Lake Modifications and Conveyance of Real Property (Winding Trails Projects) between Wanderers Club Partners, LLC, Acme Improvement District and W & W Equestrian Partners, LLC.

Ms. Cohen provided an overview of the tri-party agreement contemplated as part of the Winding Trails project: 1) the parcel closest to the Wanderers Club aka Acme Lake would be conveyed to W & W Equestrian Partners, LLC.; 2) W & W Equestrian Partners, LLC. would convey the Acme Lake to the Wanderers Club Partners, LLC; 3) The Wanderers Club Partners, LLC would convey the sliver of a parcel to W & W Equestrian Partners, LLC; Acme would convey to W & W Equestrian Partners, LLC. the remaining lake parcel that would be reconfigured; and 4) W & W Equestrian Partners, LLC would convey the reconfigured lake parcels back to Acme. She explained that the exchanges needed to occur and be recorded in the specific order that she mentioned.

Mr. Schofield said the Village would require the Winding Trails HOA to provide flowage, storage and maintain the lakes.

There were no changes recommended.

4. WORKSHOP

None

5. ATTORNEY'S COMMENTS

The Attorney's Comments were heard after the Manager's Comments.

Ms. Cohen said that a continuation was granted for the hearing on the enforcement action for the motion of contempt and motion of injunction. She explained it was a lengthy hearing, but it was completed and the closing arguments would be submitted and proposed orders.

6. MANAGER COMMENTS

Mr. Schofield said that he received many complaints about the water main break that happened this weekend. He clarified that what happened was not a water main break but a contractor working in the area turned a valve off by mistake. He noted that similar issues were not usually reported to Council but when there was a water main break, staff walks the neighborhoods and posts the information for the residents to be aware of the situation. Afterwards, bacteriological testing is done and staff must wait up to 3 days for the test results to be returned. He advised Council if they would like to receive notification of each water main break, he would do so.

Mayor Gerwig said that the information posted regarding the issue that happened over the weekend was placed on the social media sites.

Vice Mayor McGovern said that it was announced on Channel 12 and other television channels.

Mayor Gerwig said that the description of the area where the issue happened was communicated in a confusing manner and asked for a map to be added if the information was going to be added to any of the social media sites in the future.

Vice Mayor McGovern agreed that a map needed to be added for less confusion.

Mr. Barnes explained that the news stations were correct in saying that the issue was specific to Wellington Park.

Councilwoman Siskind said that when the residents hear Wellington, they think the issue affects the entire Village.

Vice Mayor McGovern suggested when the media gets involved the Village needs to have a site where all the information was listed including a map of the affected area. Mr. Schofield said he would have staff work on the request.

7. COUNCIL COMMENTS

Council comments were provided after the Attorney's Report.

Councilman Drahos said he wanted to provide Council with an update in regards to Ms. Cohen's contract negotiations. He stated currently, there was not an agreement in place and was asking Council for their input. He explained that the first point of discussion was the time frame in which her contract should be extended. Ms. Cohen requested 5 years and after much thought and reviewing her exceptional job performance he agreed that she has earned a 5 year contract. He noted that with the 5 year contract he felt that the current 20 weeks of severance pay should be reduced to 12 weeks and both he and Ms. Cohen agreed with the change.

He noted that Ms. Cohen never asked for a raise but the point of negotiations were: 1) Contributions to her retirement account and referred Council to page 6. He said Ms. Cohen was requesting \$23,000 a year in overall deferred compensation; 2) Village contribution for her and her family's medical insurance.

He explained that Ms. Cohen would receive a 2% or 5% raise as all the other Village employees. He asked staff if all the employees receive the same benefits and Ms. Quickel stated that the only other employee that receives benefits similar to Ms. Cohen was the Village Manager.

At this point, he continued with his overview.

3) Continue to receive her current \$600 vehicle allowance.

He said his first reaction was to advise Ms. Cohen that it was not wise for the Village to extend the benefits that she was asking for, but Ms. Cohen provided him with the salary and benefits that attorneys in other municipalities receive and earn. After reviewing the information, he learned that many of the other attorneys received the same benefits as Ms. Cohen but her salary was higher than many of the other attorneys.

Mayor Gerwig said the total amount would be over \$200,000 after adding her salary, benefits and vehicle allowance.

Vice Mayor McGovern said the total would be \$208,000.

Ms. Cohen said that she would give up the family medical insurance and receive a smaller amount of the deferred compensation. Mr. Drahos said at that point he negotiated with Ms. Cohen a 5 year

contract with a reduction of severance pay to 12 weeks and not considering the deferred compensation. He said he proposed providing her with: 1) 5 year contract; 2) salary that she requested of \$183,000; 3) 12 weeks of severance; and 4) continue the current amount for vehicle allowance. He explained to her that he would not agree to providing a contribution to her for family medical insurance or deferred compensation.

Councilman Drahos said that at this point it was up to Ms. Cohen to decide to move forward with his recommendation or obtain Council's direction to revise his negotiations.

Mayor Gerwig said that Ms. Cohen has been working on reducing the outside legal fees which has been a benefit to the Village. She asked staff to provide Council with the report that was provided to Council when they made the decision to move forward in having an in house legal department. The predictions indicate on the report that the cost of legal services would be more on a long term basis.

Councilman Drahos said that he was not aware of the details made by the past Council.

Mayor Gerwig stated that having a Village Attorney was very valuable and referenced the Imler report which gave the benefits to having in house attorneys and stated the entire Council should take that into consideration.

Vice Mayor McGovern said that he had hoped that by having two in house attorneys and paralegal team, over time the outside legal services would decrease and provide more of a benefit.

Ms. Cohen said that she and her staff have been doing some of the in house appellate work but the trial work cannot be done in house because of a lack of manpower. She stated that she loves working for the Village, with staff, Council and was very pleased in having the position. She explained that all regular employees have an expectation that they would be employed for the Village until they retire or are terminated. For contract employees as Mr. Schofield and herself, they do not have that expectation and expect to remain for the duration of the contract. She indicated that part of the deferred compensation was intended to compensate for that type of uncertainty about their future employment. She said the chart that she provided to Council indicates that what she was negotiating for was standard practice throughout Florida. She expressed the fact that she was open for additional negotiations and was not trying to be inflexible. She felt that the benefits that she was negotiating for were important to her especially since she hopes to retire in 10-12 years.

Mr. Drahos said what Ms. Cohen was saying was very reasonable to him but afterwards he noticed the total amount of the contract and changed his opinion. He indicated that if Ms. Cohen receives what she has negotiated, she would be one of the highest paid Village Attorneys in Florida. He felt her request was not reasonable and suggested her decreasing her salary to make up the difference and then he would consider the negotiation.

Ms. Cohen said she was looking at the sheet that Ms. Quickel provided and the attorney's salary for Boca Raton was \$235,000. She was not sure if the list includes all the benefits and felt that they were not comparing apples to apples.

Mayor Gerwig said she was going to review the spreadsheet and report back.

Vice Mayor McGovern asked if Mayor Gerwig was going discuss the issue at the end of tomorrow's Council meeting. Mayor Gerwig replied affirmatively.

Vice Mayor McGovern said that Councilman Drahos spoke about the contract being for 2 or 5 years and asked Councilman Drahos, if Council negotiated a 2 year contract with Ms. Cohen what would be his recommendation.

Councilman Drahos said his recommendation would be the same terms but if she agreed to a 2 year contract he would be open to discuss the amount of severance time and would not change any of the other terms.

Councilman Napoleone said he would recommend a 5 year contract and reduce the severance pay from 20 to 12 weeks. He said he had not made up his mind in regards to the deferred compensation yet and the chart provided by staff was not very helpful because Wellington was not listed. He asked for a complete package with total amounts and components to review before tomorrow's nights meeting.

Councilman Drahos said at the end of the day what matters is what the Council thinks is the best for the Village and the Village Attorney.

Ms. Cohen said that she would provide Council with the reports.

Mayor Gerwig said that Mr. Schofield and Ms. Cohen were the only two at will contract employees the Village has.

8. ADJOURN

The meeting was adjourned.