

City of Coral Gables City Commission Meeting

Agenda Item C-6

January 25, 2011

City Commission Chambers

405 Biltmore Way, Coral Gables, FL

City Commission

Mayor Donald D. Slesnick, II

Vice Mayor William H. Kerdyk, Jr.

Commissioner Maria Anderson

Commissioner Rafael “Ralph” Cabrera, Jr.

Commissioner Wayne “Chip” Withers

City Staff

City Manager, Patrick Salerno

Interim City Attorney, Lourdes Alfonsin

City Clerk, Walter J. Foeman

Deputy City Clerk, Billy Urquia

Public Speaker(s)

Richard Namon, Coral Gables Resident

George Volsky, Coral Gables Resident

C-6 [Consent Agenda] [Start: 9:53:04 a.m.]

Resolution of the Coral Gables City Commission authorizing entering into a Professional Consultant Agreement for governmental administrative and compliance services.

Mayor Slesnick: Item C-6 Mr. Cabrera.

Commissioner Cabrera: Thank you Mr. Slesnick. Ladies and gentlemen, the item that I asked to be pulled is an item that is brought before us as a request by this Commission to approve it on a four-fifth vote. I think that’s important and I will bring that up at a later moment during this morning discussions. But I’d like to take this opportunity to read it to you. It’s a resolution of the Coral Gables City Commission authorizing entering into a Professional Consultant Agreement for governmental administrative and compliance services. To try to frame this, I’m going to ask a series of questions of the City Manager so that we all have a better understanding of what it is he

is trying to get us to approve this morning, because quite candidly this will be the first time that I have a chance to discuss this, and that's good, because I'm having the opportunity to discuss it in a public forum. So, Mr. Manager with that, I understand that Ms. St. John is no longer employed by the City; can you tell me when she left the City?

City Manager Salerno: January 14th.

Commissioner Cabrera: OK. Did she give a reason why she left the City, Mr. Manager?

City Manager Salerno: Yes, personal and family reasons.

Commissioner Cabrera: OK. Where does she reside now?

City Manager Salerno: At the moment she's in Atlanta and I believe it's her plan to maintain her Florida residency; driver's license, voting, that's what she has indicated to me.

Commissioner Cabrera: What specific matter or projects will she be working under this proposed professional service agreement?

City Manager Salerno: That would be a continuation of many of the services that she was doing as an employee. She has developed a unique background dealing with correcting several of the business processes that we need to address. There are a variety of business processes that are not operating the way they should, and she is a key component in our efforts to put the City on the right track with respect to those business processes. It's without limitation in that regard, but she is working on several issues today, that she is a vital member of the effort to make those improvements, so that this organization can be in compliance with ordinances, rules, regulations, policies of this City, as well as make sure that we are operating as efficiently and effectively as we should, but currently we have some work to do. So it's a broad nature with respect, she has been involved in a number of areas, but they are business processes particularly.

Commissioner Cabrera: Are you able to elaborate on some of those business processes?

City Manager Salerno: Sure. Our contract management system is in significant need of being managed and implemented fully; our payroll system is in need of being -- the process is associated with how we pay employees needs to be addressed, improved upon. As you know, you've had an item before you in the past dealing with one department being the Fire Department, where there were employees that were, a meaningful number of employees that were overpaid, and a smaller number as I recall were underpaid, and those are standard things, they should not be happening. There is always an exception that you will find, but the issues we

have here go beyond the exception and we need to address them in a systematic and comprehensive manner. There are a variety of other issues that deal with financial matters, particularly in our Finance Department, where she has been instrumental in identifying issues that we need to address, and I'm counting on her involvement to assist us in seeing that those matters are taken care of and corrected. That's just a few of those issues.

Commissioner Cabrera: OK. Well, I appreciate you giving me that information. So, if I understand you correctly: contract management system, payroll system, and Finance Department related issues. For those of you in the audience and those that are you watching, Ms. St. John was the City's Chief Compliance Officer or Internal Auditor. Let me continue with some of my inquisitive questions because I'm just trying to get my arms around what you are trying to do. Will the City of Coral Gables be the sole client for her during this initial period of time?

City Manager Salerno: We haven't developed the agreement that will be subject to the City Attorney's approval. So, we'll address those issues, certainly this individual will be governed by our conflict ordinances.

Commissioner Cabrera: So the agreement that you still have yet to draft will come after receiving a four-fifths vote or support, if this Commission will give that to you?

City Manager Salerno: Yes. It will be following along the lines and subject to the approval of the City Attorney.

Commissioner Cabrera: OK. I'm curious...why isn't the...well before I ask this question, let me make a statement. Ladies and gentlemen this is a relationship that is going to be entered into, if its approved this morning, for a professional consultant agreement for governmental, administrative and compliance services; and this agreement carries a minimum of 64 hours per month at \$125.00 per hour; and to me that's \$8,000 a month in fees, and it does go into an explanation that this is for an initial term of six months with a right to renew in the City's discretion. That's exactly how it's written. In addition to that there will be travel expenses that the City will need to pay, and then any other out of pocket cost that are associated with this function. My question now is, by the way, did I get any of that wrong? Mr. Manager, did I miss any point on that that you can think of?

City Manager Salerno: No.

Commissioner Cabrera: My question is why didn't we consider...because potentially let's say we go into this relationship for six months, we know that the City will be exposed to \$48,000 plus travel expenses, plus any other associated expenses, and that could be renewed possibly for

another six months. So you are looking at about \$96,000 in fees plus travel, plus other expenses to be paid. I'm kind of curious as to why this proposed agreement would not have a cap so that, you know, as a City we would have a ceiling on these services? Any thoughts on that matter?

City Manager Salerno: Certainly. On professional service agreements just as we have with our outside consultants that are hired on an hourly basis, none of them have caps, none of them have caps. So this is in line with every other professional service type agreement that we have in that regard.

Commissioner Cabrera: OK. In keeping with the question that I had about the agreement itself, at the very end of the brief history it says, "With a right to renew in the City's discretion." Whose discretion is that?

City Manager Salerno: That discretion – the agreement hasn't been drafted, but it's my anticipation that it would be within the Manager's discretion to extend.

Commissioner Cabrera: OK. So it would be your discretion to decide after six months whether her services are necessary for continuance?

City Manager Salerno: Yes, just like I do with technically every single employee in the City.

Commissioner Cabrera: No, I just wanted to – I simply wanted to know whose discretion it was, I wasn't questioning your authority.

City Manager Salerno: I understand.

Commissioner Cabrera: Here's where I'm at with this thing. After ten years of serving on the City Commission, I've been able to develop personal relationships with many of our City employees, and some good some not so good; and during that time I had the good fortune to work with two of our City Directors that I held in high regard. One was our previous HR (Human Resources) Director and our previous Automotive Director, who recently retired. I would say that they retired within the last twelve months or so; and I know that they both came back to do some work for the City as consultants, and during that time we hired them in that role both in the Automotive Department and as an Interim Automotive Director until one was hired, and the other one the HR Director, I think to help on HR related items, and what I found ironic Mr. Manager is, that in the case of our five year director, Ms. Adler, who had served Miami-Dade County Public Schools in a senior capacity, which is the second largest School Board in Florida, and actually had served as Deputy Mayor of the City of Philadelphia at one time in her professional career, we paid her \$75 per hour for her services. In the case of Mr. Cork who

served our City for 21 years and just about received every certification imaginable for his discipline, we paid him \$90 an hour, and in this particular case we are paying \$125 an hour. So could you kind of help me understand that one a little bit?

City Manager Salerno: Certainly Commissioner. Ms. St. John is a lawyer, has a law degree, and she is a CPA (Certified Public Accountant), both skill sets, frankly the \$125 an hour are extremely reasonable for the marketplace, and she has both credentials and the expertise in both which makes that a particularly unique situation; and the matters that are before us with those two other individuals really are not, you are not asking me that question, but they are not like kind of – this is not the like kind situation. We were planning to fill both of those positions; the HR position was planned to be filled, and there was a nominal amount of time that Ms. Adler was called upon to assist, and in the case of the Automotive Director, again that was necessary for a period of time until such a director was hired. In both cases they did their work basically by coming to doing their work on site, and in some respects the reason for this having a different arrangement is some of the work being done here will not be done on site, it will be done just as we have Reeder Glass as a consultant to the City who does 99.9 percent of his work that he does and bills the City for is done in Atlanta, and he's done a yeoman's job over the many, many years, decades that he has assisted the City.

Commissioner Cabrera: I appreciate the response, I appreciate the extent of the response you gave me, but there is one point that I'd like to make in rebuttal since you took the opportunity to discuss both directors. Ms. St. John to the best of my knowledge does not have a license to practice law in the State of Florida, is that correct sir?

City Manager Salerno: Oh, absolutely. She does not have one in the State of Florida...

Commissioner Cabrera: She does not.

City Manager Salerno:....for the services that she has performed in the past and would perform in the future, it is not necessary.

Commissioner Cabrera: OK. I just wanted to get that out in the public. I don't have any other questions regarding this.

Vice Mayor Kerdyk: I have two or three questions, if I may just follow up on a couple things. Mr. City Manager, could you define the travel expenses?- what exactly are we looking at as far as travel expenses?

City Manager Salerno: Air fare coach class, cheapest rent-a-car possible, in fact they'll be approved in advance and incidental expenses associated with parking as such. That's pretty much it.

Vice Mayor Kerdyk: So you see her travelling back here, back and forth maybe once or twice a month?

City Manager Salerno: Probably two times a month; it depends on the necessity and the urgency of the issue, but the idea we will manage it like we do all of our expenditures, we will do it in a frugal way that is – just like we manage our other consultants that come from out of town, we try to hold those opportunities to a minimum, and we use conference calls to the greatest extent possible, except when the nature of the work requires them to be on site.

Vice Mayor Salerno: Did you say you were hiring anyone in her place?

City Manager Salerno: I won't be filling that position while we are making these expenditures. My intent – we are in a situation where we have to monitor expenditures on a very detailed basis, and so I won't be filling that position, I'll be using those dollars to provide the services here under a contract basis.

Vice Mayor Salerno: OK. So we don't have any retirement or anything else that we'd have to pay....from the system.

City Manager Salerno: No benefits, no health insurance, no pension, no disability insurance, no life insurance, no workers comp, etc. etc.

Vice Mayor Kerdyk: And the final question I have for you. Who is she going to report to?- and who is going to monitor her activity and the amount of hours she bills for the City?

City Manager Salerno: She'll report to me and I'll have some assistance from one person in my office, but as she does today she reports to me, and at times I get assistance from staff in my office, but that is a direct working relationship, because Vice Mayor the matters by which she deals with at times are both of the utmost importance to the overall operation of the organization and sometimes they are of a delicate nature.

Vice Mayor Kerdyk: OK.

Commissioner Withers: I have just a couple of questions, I wasn't going to ask any, but I have to now. When she was here in her role as Compliance Officer and Internal Auditor, I assume that was a 40-hour job that kept her pretty busy. So....

City Manager Salerno: Actually was probably more than 40 hours.

Commissioner Withers: OK. So who's going to pick up some of the slack in those other areas that she is not going to be involved with now?

City Manager Salerno: Well some of those – I've asked her and she has committed to me to work even more efficient and effective than she is doing right now, and I tend to think sometimes relationships in a contractual way that actually we get more bang for the buck with consultants than folks because not every hour that every employee works is in a productive mode. I'm sure you know from managing large number of employees there is down time; there is time to think about the future. In this case Ms. St. John will be assigned specific tasks and be limited to those particular tasks, but she is a significant part of the effectiveness of this organization to get better.

Commissioner Withers: One request or recommendation that the Commission might want to consider is if the position is not filled and you do continue to meet the needs of the City through a professional consultant agreement that maybe it's put into play much like we do our engineering and our traffic study and our other professional service agreements where we go out to an RFQ and evaluate the consultant and then allocate a dollar amount for the budget. I know it's worked well and I think in our engineering services and some other areas. So if we are going in the direction of outsourcing that position, my suggestion would be maybe take a look at that in the next budget cycle, that's going to be your decision moving forward.

City Manager Salerno: Commissioner this is – I'd be glad to look at that and see how that operates as we move forward with this arrangement.

Mayor Slesnick: We have some members of the audience who have requested to speak, Mr. Richard Namon.

Mr. Namon: Thank you. Item C-6 requests the Commission waive normal competitive bidding to add a new consultant to the City payroll. The only fiscal control that is offered is the consultant's payments are limited to the City's available consulting funds. The base agreement is for a minimum amount of \$48,000 for a six month period plus an amount of unspecified travel expenses. Based on a 40 hour work week the agreement could pay the consultant up to \$130,000 for the first six months plus living and travel expenses. Once approved this open-ended contract can be renewed without further Commission approval. No contract that could cost the City

\$300,000 a year should be made without competitive bidding. In addition, according to the City Manager you'll have a contract management expert consultant managing their own contract management. Thank you.

Mayor Slesnick: Thank you Mr. Namon. Mr. George Volsky.

Mr. Volsky: Good morning. I understand that Mrs. Namon is also going to speak is going to give me her three minutes, so I will have six minutes.

Mayor Slesnick: Mr. Volsky you'll have three minutes.

Mr. Volsky: Well Mrs. Namon has agreed to give me her three minutes.

Mayor Slesnick: You know, rather than argue with you Mr. Volsky, go ahead take your six minutes.

Mr. Volsky: Good morning Mayor, Commissioners, City Manager and City Attorney. Yesterday I went to see you and I was told that you were in court, I almost fainted...

Mayor Slesnick: Mr. Volsky we are talking about the item, please this is not a time for personal dialogue between you and the City Attorney.

Mr. Volsky: Please Mayor, Mayor, please this is not a dictatorship, I can say what I want to say, please, it's just a personal note, so please, please, please.

Mayor Slesnick: Mr. Volsky stick to the subject.

Mr. Volsky: Well, I am against this item. First, I would like to say that this should have been explained more fully. What we have here in our agenda is very, very brief. In other words my opposition is based on the following arguments: For years I have been against wholesale hiring of consultants; some of them to do work which employees of the City should be doing; what I am saying is not going to be news to the City Manager, I with due respect, I disagree with him on this issue and I agree on many others. I think that hiding Lori St. John who had worked here for less than three years is incredibly open-ended. Why? She is supposed to work a minimum of 64 hours, but she can work under this agreement 100 hours, 200-300 hours, and if this goes like this she'd be making a salary equivalent to that of an executive of Goldman Saks. There is no restriction on Ms. St. John's working. Now the question of her performance is described here in the document. I disagree with the statement that she is so wonderful. I read everything that comes out of the City. I've read where she has at least put her name on, not that she has done it,

because there is another person working in that office. I recall when – why I have monitored her?- when she was hired by David Brown and Marjorie Adler, flaunting totally the requirement of an RFP, she had no qualifications at all, even she got 3 months-3 weeks of annual vacation, which nobody gets entering the City. I recall her first opus, she was the most vocal supporter of Mr. Brown, without knowing anything that he had done, she was that....Her first opus between quotes was an audit of the Finance Department. It found things which everyone knows that are not working well there. Then she had two consecutive reports of the Finance Department, essentially the same thing underlying three reports where her statement, was very wrong with the system called EDEN which was responsible for many failures, many failures in the administration. Now, all about the report on IT, which is responsible for it. She, Mr. Manager said, that she offered all kinds of legal advice. Again, I know that she is not a member of the Florida Bar and indeed when she was hired by the City for about three or four months she didn't even have a license of certified CPA in Florida, and she got the license because the City paid for her school, and I know some members working for the City are being paid for their schooling, but not many. Why?- I don't know. Anyhow, what I'm saying is that her output as I have seen, unless she has done something extensive, which I don't know of is not in accordance with what she is described to be in the documents that I have here. I think she is not – she incidentally her CPA license in Colorado was inactive for years, so in other words she had no experience. So, then the main things is this as I've seen every contract with a consultant is written, is presented to the City Commission to be approved when the contract is made. Now I understand the contract is not made, it's just an outline. I have here, I'm sure you must have seen PriceWaterhouse Coopers contract about 4,000 words, and there is no contract with Ms. St. John. I would suggest to you that first what you have before you is to waive the agreement...

Mayor Slesnick: Thank you Mr. Volsky your time is up.

Mr. Volsky: No, you are wrong, I am checking my time.

Mayor Slesnick: Mr. Volsky....

Mr. Volsky: You are wrong. I am suggesting....Mayor you will not shut me up, be careful please. This is not, you are not dictators and this is not a dictatorship, just please, I'm finishing.

Mayor Slesnick: Just give us your concluding sentence.

Mr. Volsky: My concluding sentence is that this issue ought to be discussed by the City Commission when you have a contract, written contract what she is going to do. Again, it's an open-ended contract; she could be working as I said not 64, but 100-200 hours. This is unprecedented, I've never seen anything like this, not anyone is doing this.

Mayor Slesnick: Thank you. Mr. Charles Girtman.

Mr. Girtman: Good morning. I will be very brief here. I went to the “Great Debate” last week. One of the few disparaging remarks that I thought had some basis that were cast – I’m trying to be really careful about what I say...

Commissioner Withers: Don’t be – you never have before Charlie.

Mr. Girtman: I don’t want to get sued.

Commissioner Anderson: Why start now?

Mr. Girtman:...Were cast in the direction of the previous City Manager’s, I will say social behavior with some employees no longer employed with the City. I’m not going to elaborate any farther; I think everybody knows what I’m talking about. If, and I’m not making judgments on the qualifications on the person who is being put before you now. All I will say to you folks and to those wishing to sit in your chairs, if this contract goes forward today, this is no longer David Brown, this is no longer David Brown’s and I know that, that’s redundant because you know that you take the responsibility for these things. So David, I wish you well in retirement and your period is over, and now it’s the new regime. Thank you.

Commissioner Cabrera: Mr. Girtman before you sit. I appreciate the fact what you said when you first came up here to be sensitive, but listen, I’m not trying to grandstand, but we do work for you, so you have the right to say whatever is on your mind, and as Ms. Anderson said, why stop now, and as Mr. Withers said, kind of surprising. So please by all means; I do appreciate your candor and I appreciate the fact that you took the time out of your day to come up here and share your thoughts with us. If that means anything to you. Thank you sir.

Mr. Girtman: You are welcome.

City Manager Salerno: Mayor?

Mayor Slesnick: Yes Mr. Manager.

City Manager Salerno: Just a few words in response to some of the items. The agreement that Mr. Volsky presented dealing with PriceWaterhouse is an agreement, it is open-ended to some extent based upon the funds that we have, it’s also an agreement that you did not approve, so that item did not come before you in any fashion. This matter is coming before you for authority to

proceed; that matter in the document that Mr. Volsky has there, I want you to know, never came before you for approval in any fashion, but still has the same provisions that is for certain services and tasks, but there is not a dollar amount as to the cap. I think that is important to know because you could have gotten the impression that, that was an item that you had acted on and it's clearly not. All of the services that we use, professional services, as I mentioned before don't have a limitation on them; a limitation is good management practices that's what the limitation is, that's what you pay management for, that's what you pay us to do is to use our judgment to manage our resources wisely; and frankly I think we have certainly shown a frugality in the way we have used our professional services in the past and our consulting services. We've talked about the consulting services that we used in the past, we more than save the dollars that those consultants have cost the City in many instances. Those are the only two items I wanted to add.

Commissioner Cabrera: You know, speaking of frugality, I'd like to at some point in time see what in fact are our fees as it relates to consultants both from the Manager's office and those that fall under the veil of the City Attorney's office, because I think we would all be shocked to see some of the numbers that we pay out in terms of consulting fees, but that's a discussion for another day, not today. So, I couldn't let that one go without making a rebuttal commentary. So with that in mind, are you ready to cast votes?

Mayor Slesnick: Yes, we are ready to get a motion, but I have a few comments.

Commissioner Cabrera: Oh, good. This is fun.

Mayor Slesnick: First of all, I think that our Manager has shown he has worked hard to save us money, and in his opinion, not my necessary opinion, but I respect the fact that he has worked hard to save money for the City, and he has done a number of things to save money, and he has depended on consultants to give him the professional advice that he thinks he lacks that he needs to move forward. So with that, I am comfortable that the Manager is in fact a person who has used consultants in a capacity to give him that professional advice and direction to help the City through a number of projects and so forth. But Mr. Manager, and I would like to ask the Commission to do two things with the request before us, and that is, one is, since there seems to be some consternation and especially Mr. Cabrera has expressed some deep misgivings about this, that I would like to, if this passes to have this come back to us at six months after the initial term for review as to how this has worked out and how you have utilized the services and what those services have meant to the City.

Commissioner Cabrera: Are you amending that resolution then?

Mayor Slesnick: In a minute, I'm just talking about it.

Commissioner Cabrera: OK.

Mayor Slesnick: And then secondly, I would like to drop the guarantee of 64 hours, I mean, I do not wish to put a maximum on for you, I trust your judgment, I don't understand why we have to guarantee; you may decide during the six months that you are not necessarily in need of 64 hours, or you may need 72, that's your choice, but I don't know that we need to guarantee a specific number of hours to Ms. St. John for her to pick up employment as a consultant with the City. So therefore, those would be my two suggestions on this, and I would offer those as amendments to the proposal before us.

City Manager Salerno: Mayor the 64 minimum was negotiated, and if I don't have 64 hours minimum in there then I don't have a deal with this individual. So that is critical to the arrangement to go forward. I have no problem with bringing the item back in six months; I believe that in that regard Ms. St. John would be agreeable, but I would ask that the minimum not be lowered because I don't believe that she will -- I will get agreement in that regard to go forward. So it makes no sense having the agreement, if I don't have -- it's not an agreement it's not an agreement. So the 64 hours is, I believe, part of the deal.

Vice Mayor Kerdyk: You know I'd just like to say, I don't have so much of a problem with the minimum, I have more of a problem with a cap on the maximum portion of this agreement...

Commissioner Cabrera: But you heard his response, he doesn't cap anything else.

Vice Mayor Kerdyk: No, I understand, but that's where my issues are here, is the cap.

City Manager Salerno: It's not a cap that, it's my cap -- all of our consultants that we have those that work for the City Attorney and the City Manager don't have a cap; the cap is the budget and the resources that we have allocated, and that becomes the cap. The Manager is responsible for managing those resources and staying within the budget, and that's how we do it with everyone.

Vice Mayor Kerdyk: Maybe I'd get more security if I can see a more consistent report coming back to the Commission of how many hours she is working on a monthly basis, so I have a feeling of exactly where we fit in that threshold over the 64 minimum hours that you are proposing.

City Manager Salerno: Commissioner that's up to you. I'm trying to tell you that we don't manage our consultants in that fashion....

Vice Mayor Kerdyk: I got you, I got you.

City Manager Salerno: We have dozens of consultants, not dozens, we have a significant number of them that both report to the City Attorney, very few that report to the Manager. I want to have this tool to make this organization better, that's the bottom line. That's what we've been doing since I've been here is using tools, sometimes they are employees, sometimes they are not, sometimes they are consultants, and that's a flexibility in an item that I need to have. I don't want to be able to get stopped in the middle of a significant project dealing with, you know, trying to save the City from overpaying employees because the system is broken, and say oops, I'm sorry, we can't go any further, we can't fix this problem or make the continued progress because this month you are at some dollar amount. That's not in the best sense of the word going to continue us on the path that we have made.

Commissioner Withers: I assume that this agreement falls under public records law?

Interim City Attorney Alfonsin: Yes.

Commissioner Anderson: Everything.

Commissioner Cabrera: Everything falls under the public records law.

Commissioner Withers: Yes, and I assume that the hours on the payroll fall under the public records law...

Interim City Attorney Alfonsin: That's correct.

Commissioner Withers: So the ability for anyone, and I'm assuming Mr. Volsky and Mr. Namon will be checking every month and letting us know how many hours have been turned in, so there will be a policing of this from at least two people in this audience that I'm fairly confident on...OK, I'm not saying Mr. Namon, I'm not saying Mr. Volsky will either, but I assume that any of us then have the ability at any point in time to ask, if not the City Manager's office, ask through the City Manager's office of Mr. Nelson, to provide us with those hours worked and the amount.

City Manager Salerno: Just like any other consultant in the City.

Commissioner Withers: I think that's a good idea Bill to monitor it, whether we do it officially or whether we do it, I think it's a very good idea. Sorry Mr. Namon, I didn't mean to put...

Vice Mayor Kerdyk: So here's what we'll do; we'll monitor it on a month-to-month basis and then you have to bring the agreement back to us on the six months for our approval to move forward for the next six months.

Commissioner Anderson: Fair enough.

Commissioner Cabrera: But he didn't bite on the removal of the 64 hours that Don suggested. What you all seem to be agreeing on, if I read your non-verbal's is, a strict monitoring system between now and six months to then review the contractual relationship and see if the Commission wishes to continue to give the Manager the latitude that he needs to make the City better, right?

Commissioner Anderson: My view is that we have that ability, but I'm going to count that the Manager is going to do what he said he's going to do, and keep it within those limits; but I'm not certainly going to look at it every month. Whatever the rest of the Commission decides, I'm OK. I think the six months, that's fine, I'm good with that, but I'm going to trust that what you are bringing forward you are going to do that, and we are going to be able to monitor it if we wanted to, and that's available.

Commissioner Cabrera: So you are going to amend it now?

Mayor Slesnick: Well, I would offer an amendment to review this in six months, bring it back to the Commission and I take it that we have the comments of the Commission about the fact that we wish to be monitored and reported to about the performance during those six months. So I have a motion for the amended item?

Commissioner Anderson: I'll move that.

Mayor Slesnick: Ms. Anderson moves it.

Commissioner Withers: Second.

Mayor Slesnick: Mr. Withers seconds it. Let me say this. I am putting my trust in the Manager on this item, in the sense that we are moving forward and doing a number of interesting things in this City. The Manager has asked for this tool, I have expressed my doubts about one issue that I'm obviously not getting support from other Commissioners who are voting for the item; and I'm sorry about that, and I understand the Manager's comments, but it's something that I thought was important. On the other hand, I'd like to support the Manager in his efforts to make this a better operating City and so I will support the motion, but I would like to take a look at this as we

have amended it in six months to come back and determine whether its producing the results the Manager has told us that he expected to.

Commissioner Cabrera: Well my vote is going to hinge on my trust for the Manager.

Mayor Slesnick: I need a second.

Commissioner Cabrera: You got it.

Mayor Slesnick: Did Ms. Anderson second it?

Commissioner Anderson: You already got a motion and a second.

Mayor Slesnick: OK, Ms. Anderson moved it, Mr. Withers seconded it. That's as amended with the six month review by the Commission.

Mr. Clerk

Commissioner Anderson: Yes

Commissioner Cabrera: No

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Mayor Slesnick: Yes

(Vote: 4-1)

[End: 10:35:55 a.m.]