

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
SPECIAL CITY COUNCIL MEETING MINUTES  
COMPLETION OF THE REGULAR CITY COUNCIL AGENDA FROM 9/21/16  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
TUESDAY, SEPTEMBER 27, 2016 AT 6:00 P.M.**

[Before meeting chatter]

[Gavel]

**CALL TO ORDER**

**CHAIR DAVIS:** At this time, we're gonna call this Special City Council Meeting to order.

**ROLL CALL**

**CHAIR DAVIS:** Madam Clerk, roll call please.

**DEPUTY CITY CLERK BURGESS:** Mayor Thomas Masters?

**MAYOR MASTERS:** Present.

**DEPUTY CITY CLERK BURGESS:** Chairperson Terence Davis?

**CHAIR DAVIS:** Here.

**DEPUTY CITY CLERK BURGESS:** Chair Pro Tem Kashamba Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Here.

**DEPUTY CITY CLERK BURGESS:** Councilperson Lynne Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Tonya Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Dawn Pardo?

[Inaudible dais comments]

**COUNCILPERSON PARDO:** Present.

**DEPUTY CITY CLERK BURGESS:** City Manager Ruth Jones?

**CITY MANAGER JONES:** Present.

**DEPUTY CITY CLERK BURGESS:** Deputy City Clerk Jacqueline Burgees' is present. City Attorney Andrew Degraffenreidt?

**CITY ATTORNEY DEGRAFFENREIDT:** Here.

**DEPUTY CITY CLERK BURGESS:** You have a quorum.

**CHAIR DAVIS:** Councilperson Johnson did say she was here even though she said, 'yes'.

[Laughter].

**CHAIR DAVIS:** [Chuckle]

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**CHAIR DAVIS:** We have a...

**COUNCILPERSON DAVIS JOHNSON:** Here.

### **INVOCATION**

#### **Pledge of Allegiance**

**CHAIR DAVIS:** We have a moment of silence then Pledge will be led by Councilperson Davis Johnson.

[Moment of silence]

**COUNCILPERSON DAVIS JOHNSON:** I pledge Allegiance...

**ALL:** ...to the flag of the Unites States of America and to the Republic for which it stands, one Nation, under God, indivisible, with Liberty and Justice for all.

### **AGENDA APPROVAL**

#### **Additions, Deletions, Substitutions**

**CHAIR DAVIS:** Madam Manager, any deletions, additions, deletions or substitutions?

**CITY MANAGER JONES:** No, Mr. Chair.

#### **Disclosures by Council**

**CHAIR DAVIS:** Any disclosures by any of Councilpersons or Board Members?

### **Adoption of Agenda**

**CHAIR DAVIS:** Do we have a motion to adopt the Agenda?

**CHAIR PRO TEM MILLER-ANDERSON:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIR DAVIS:** Properly moved and second. Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** [Chuckles]. Yes.

**CHAIR DAVIS:** Don't say here.

**DEPUTY CITY CLERK BURGESS:** It's to adopt the Agenda.

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Okay. Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes. Thank you.

### **CONSENT AGENDA**

**CHAIR DAVIS:** We don't have, uh, any Consent Items...

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah, you do.

**CHAIR DAVIS:** ...at this time.

**CHAIR PRO TEM MILLER-ANDERSON:** You got one.

**CHAIR DAVIS:** Huh? Oh, yes we do. We have one. Would anyone like pull that Item before we...

**CITY MANAGER JONES:** Well, it was pulled the last time. So that's why...

**CHAIR DAVIS:** This is the one we're discussing...

**COUNCILPERSON PARDO:** Right.

**CHAIR DAVIS:** ...correct?

**CITY MANAGER JONES:** [Inaudible].

**COUNCILPERSON PARDO:** Mr. Chair.

**CHAIR DAVIS:** Yes.

**COUNCILPERSON PARDO:** Right. I had pulled it but, um, since our last meeting, I was able to meet with the Police Department and I got my questions answered.

**CHAIR DAVIS:** Okay. We have a motion to approve Consent?

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**COUNCILPERSON PARDO:** Second.

**CHAIR DAVIS:** Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** Unanimous vote.

**CHAIR DAVIS:** Alright. That's the end of Consent.

### **END OF CONSENT AGENDA**

### **PETITIONS AND COMMUNICATIONS FOR FILING**

**CHAIR DAVIS:** Now, we move to... No petitions and communications for filing.

### **AWARDS AND PRESENTATIONS**

**CHAIR DAVIS:** No awards and presentations.

### **PUBLIC HEARINGS**

**CHAIR DAVIS:** No public hearings.

### **ORDINANCES ON SECOND READING**

**DEPUTY CITY CLERK BURGESS:** 2. ORDINANCE NO. AN  
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA,  
AMENDING CHAPTER 10, ARTICLE VI ENTITLED "TELECOMMUNICATIONS  
REGULATIONS" OF THE CODE OF ORDINANCES BY RENAMING THE ARTICLE  
TO "PLACEMENT AND MAINTENANCE OF FACILITIES FOR COMMUNICATIONS  
SERVICES IN RIGHTS-OF-WAY"; UPDATING DEFINITIONS IN CONFORMANCE  
WITH STATE LAW; PROVIDING FOR WIRELESS COMMUNICATIONS FACILITIES;  
UPDATING AND REVISING THE REGISTRATION AND PERMITTING  
PROCESS; REQUIRING DESIGN FEATURES FOR CERTAIN ABOVE GROUND  
FACILITIES; PROVIDING PLACEMENT PARAMETERS FOR WIRELESS  
TELECOMMUNICATIONS FACILITIES IN RESIDENTIAL RIGHTS OF WAY;  
REVISING ADMINISTRATION AND ENFORCEMENT PROCEDURES; PROVIDING  
REGULATIONS FOR "PASS THROUGH PROVIDERS" IN ACCORDANCE WITH  
STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY AND  
CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

**CHAIR DAVIS:** Do we have a motion?

**COUNCILPERSON DAVIS JOHNSON:** So moved.

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**CHAIR DAVIS:** Thank you. Properly moved and second. Mr.... We have one public comment card before we go to Staff. Ms. Bessie Brown.

[Inaudible audience comment]

**CHAIR DAVIS:** This Item No. 2, right? This is tele'..., telecommunication towers.

**UNK:** No. [Inaudible].

**CHAIR DAVIS:** Oh, that's on the next Agenda.

**UNK:** Oh.

**CHAIR DAVIS:** It's the workshop. Okay.

**UNK:** [Inaudible].

**CHAIR DAVIS:** So, we'll hold on to it for you, okay?

**MAYOR MASTERS:** [Chuckle].

**CHAIR DAVIS:** Alright. Mr. Gagnon.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Yes, good afternoon, Mayor and Council. Jeff Gagnon, Assistant Director of Community Development. You have before you, the second reading of the telecommunications ordinance which was unanimously approved by City Council on September 8<sup>th</sup>. Again, this has been through a few different iterations over the past, really, year and a half. Um, and, what it will do is provide additional regulations for equipment and other telecommunications providers which will need to be followed, um, as far as placement, as far as esthetics. And again, this was unanimously approved on September 8<sup>th</sup> and City Staff recommends approval of this Ordinance.

**CHAIR DAVIS:** Thank you, sir. Any questions by any members of the Board?

**COUNCILPERSON PARDO:** Yes, Mr. Chair?

**CHAIR DAVIS:** Yes.

**COUNCILPERSON PARDO:** Okay. So, Jeff, can you just be clear on this? So, if we approve this Ordinance, then the..., these contractors will no longer be able to put the poles where they wish?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Well, what this will do is provide guidelines for placement of the poles and other, um, utility boxes or other equipment in the right-of-way. So currently, there are no regulations and...

**COUNCILPERSON PARDO:** Right.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** ... a provider could come in and make a request to put a pole, really, anywhere in the City. So, these regulations would provide these additional guidelines, um, and provide more favorable regulations for the City and in particular, our residents.

**COUNCILPERSON PARDO:** Okay. But, at the end of the day, they have to follow this. Even though they had come to us a year ago and told us they didn't have to follow anything because they're a utility and they're exempt from this? I just, I just wanna be clear.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Right. Um, there are..., there's one specific section of the Ordinance, it allows for exemptions if it ever

needed to happen. So, if there was a legally binding reason that, um, they were able to demonstrate they had to place equipment at a certain location, um, there is a waiver provision to allow that to occur. However, more often than not, I think the providers will be willing to follow the regulations. So...

**COUNCILPERSON PARDO:** Okay. But, you know, we know that they're putting a pole or they have already installed the pole over by the Marina, right? Over on 13<sup>th</sup> Street and Broadway? Right...

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** It...

**COUNCILPERSON PARDO:** ...around there.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** There are a few locations that have already been permitted and...

**COUNCILPERSON PARDO:** Okay, fine.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** ...those locations would stay as is.

**COUNCILPERSON PARDO:** Okay. So, they stay as is?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Correct.

**COUNCILPERSON PARDO:** So, they can get, you know, we'll use the Marina as an example. They can get even closer to the Marina if they wanted to and we really wouldn't be able to have any say about it?

**UNK:** Uhuh.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Uh, potentially, but they'd have to go, basically, through a checklist or a punch list of items so one of the things that they would have to do is try to co-locate if possible. Whether that means sharing an existing pole versus putting in a new pole. So, there's other mechanisms in this Ordinance that would, um, restrict the proliferation of new equipment or new pole throughout the community.

**COUNCILPERSON PARDO:** Okay. So, I just, you know, I understand this. I've been through this a couple of times now. I just don't want to give the community false hope because at the end of the day, are we really going to be able to tie their hands and I don't think so.

**CHAIR DAVIS:** [Inaudible].

**COUNCILPERSON PAROD:** And, you know, um, what will Staff do if you attempt to encourage them to co-locate on another pole? You know, we attacked that a year ago,

and we asked them if they would, you know, try to reach out to FPL, and co-locate there and they told us, 'no.' So...

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair.

**MAYOR MASTERS:** [Inaudible].

**COUNCILPERSON PARDO:** You know, I understand... Jeff?

**MAYOR MASTERS:** Well, I don't know why they do that.

**COUNCILPERSON PARDO:** Okay. So, like I said, I don't wanna give the community false hope. There are, you know, we can do what we can do but, at the end of the day, we're not gonna be able to stop them, correct?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** If, if there ever was a situation that was, uh...

**COUNCILPERSON PARDO:** This is...

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** ...highly contested, we could potentially not issue a permit and go through other legal remedies to try to come up with a resolution to the situation. This is just, you know, for discussion purposes at this point. However, most providers have been pretty amenable to working with Staff, um, cause I think that they ultimately wanna have, kind of a win/win situation but as you're stating, it will probably be difficult to completely, um, rule out these utility providers or specific equipment providers from placing it in the right-of-way at all. However, our current regulations pro', provide no regulations and what this will do is provide, uh, standard guidelines to try, at least, again, not encourage the proliferation of equipment in the community.

**CITY ATTORNEY DEGRAFFENREIDT:** Mr. Chairman, if I may?

**CHAIR DAVIS:** Yes, sir.

**CITY ATTORNEY DEGRAFFENREIDT:** The statute involved merely makes the legislative proclamation that you will not discriminate against telecommunication providers in the use of public utilities which, in essence, means you will treat them as you treat other public right-of-way users. There has been no interpretations judicially of what that restriction means. I have not been able to find anything to support the premise that the telecommunication industry can willy nilly and unilaterally force you to do anything. There's no case law that says that. I'm surprised but we, as an organization, seem to have accepted that interpretation of the statute. I do not know why cause I was not here.

**CHAIR DAVIS:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** Mr. Degraffenreidt.



**CITY ATTORNEY DEGRAFFENREIDT:** But it is not judicially supportable that they can run amuck and do anything without any type of regulation simply because there's been no interpretation judicially of what that statutory provision means.

**CHAIR DAVIS:** Okay.

**COUNCILPERSON PARDO:** So that's encouraging.

**UNK:** Mhmm.

**CHAIR DAVIS:** So before I, before I move on to the next person, Councilperson Johnson, before I get to you Commissioner Hubbard, go ahead.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**COUNCILPERSON DAVIS JOHNSON:** So we can let.., based on what.., based on the language that we had put into this Ordinance as it relates to design, we talked about size, we talked about placement, because there was some, some discussion about the poles being placed a mile within each other and so there was, there was potentially a, a situation where we would just become this pole ridden kind of community. So now, based on the language that's in this Ordinance and the permitting process that is in place, we have greater control or we should be able to have greater control as it relates to the look and feel of these telecommunication systems that are going up. The question, the other question that I have, the poles that are already up, are not.., would not be included in this Ordinance? Would they?

**CITY ATTORNEY DEGRAFFENREIDT:** I don't...

**COUNCILPERSON DAVIS JOHNSON:** If we wanted to...

**CITY ATTORNEY DEGRAFFENREIDT:** ...believe so.

**COUNCILPERSON DAVIS JOHNSON:** ...go back.

**CITY ATTORNEY DEGRAFFENREIDT:** Because we...

**COUNCILPERSON DAVIS JOHNSON:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** ...kinda acquiesced to that.

**COUNCILPERSON DAVIS JOHNSON:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**COUNCILPERSON DAVIS JOHNSON:** Alright.

**CHAIR DAVIS:** Commissioner Hubbard.

**COUNCILPERSON HUBBARD:** All of the poles that are.., that have been erected so far, they have come into our offices and asked for permits and we have given them the permits?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Yes.

**COUNCILPERSON HUBBARD:** In giving them the permits, what did you require of them? What did you.., what kind of perimeters did you put in place when you gave them those, uh, those permits?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** So, they followed the typical building permit review process so it was reviewed interdepartmentally, so we made sure that they were structurally sound and that all building and engineering requirements, um, and that was really what Staff based that issuance of the permit off of.

**COUNCILPERSON HUBBARD:** You didn't look to see where they were going to, to place them? If they were a danger to us as residents? Or, anything of that nature? That wasn't one of the things on the checklist?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Well, I think as part of the building review for Florida Building Code and also engineering review, the safety and structural components would've been reviewed during that process.

**COUNCILPERSON HUBBARD:** So, the building department didn't have a problem with it being placed right outside the building of the Stonybrook complex? They didn't have a problem with that? Okay. That's a problem. Secondly, there.., as Mr. Degraffenreidt pointed out, we've kinda just accepted that these fellows can come to this town and do anything and everything that they want to. Miami have stopped them, Fort Lauderdale have stopped them. What is it that makes us think that we can't stop 'em from coming in here to do it.., to, to do anything and everything that they want. Number 1, I think that we should have a distance and where we're going to have them. What is the mile.., how far apart are we going to allow them? We need to be real specific on that. We need to determine whether or not we're going to let them, um, place, how they should, how they should look. We need to make sure that if tho', if those, um, if those towers are in, are, are in our right-of-way, as you said, one, they need to be sound and they need to be safe but we need to make sure that they go in line with what we're trying to do within, within in our City. I do'.., I think we need to determine first and foremost, how many do we have and how many more do we want? If we don't want anymore, we tell them that we are saturated with them, uh, with, with those towers and we don't want anymore. We don't want them all over everywhere and we don't have to have them everywhere just because they are a utility. And I think we need to, um, operate from a position of strength and tell people what we're going to do and not accept or ask them about what they're gonna do in this City.

So, I think in passing this, I don't want us to pass this and it just ties us to this so somebody can bring it back and say, 'Well, your ordinance says.' Or, 'Your Resolution

states.' I want our Ordinance and our Resolution to state what we really want. And we want it to be specific and clear that when we get to a certain point, if we don't anymore towers, we won't have anymore. I really resent the fact that somebody can come here and put up a tower on our property, 100 feet, and we don't have anything to say about it. And I think we need to, um, call law enforcement if we see anybody erecting a tower without a permit and we need to have their equipment impounded until we go to court. So we don't, we don't need to have people come into our town doing anything so I hope that we won't pass this tonight, that we put some more teeth in this because what they're gonna use it for, is to slap us in the face and say, 'Well, your Ordinance states and your Resolution states, so we, we are well within our rights.' And I think we have a little.., we have more rights than we think we have.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair.

**CHAIR DAVIS:** Councilperson Johnson.

**COUNCILPERSON DAVIS JOHNSON:** I agree, um, Councilperson Hubbard, with regards to making a determination as to whether or not we wish to, um, make whatever legal remedy is possible for us to dis', discontinue the use or the erection of those towers. However, if we don't put something in place, what we're going to have is simply what's going on. They're just popping up. Because, the or'.., the original, the original Ordinance had.., it was dealing with it in no form or fashion. And so, if we leave this without.., maybe we can direct Staff to go back and put in the, the information as it relates to whatever legal remedy we want to undertake, we've got to put something in place that says, 'You've got to come with a decorative system. You've got to come with something.' Because, I.., right on MLK on Dr. MLK, in the right-of-way of the road widening, there's a pole.

**COUNCILPERSON PARDO:** Right.

**COUNCILPERSON DAVIS JOHNSON:** They just threw it up. Right?

**CHAIR DAVIS:** Exactly.

**COUNCILPERSON DAVIS JOHNSON:** So, it, it's like, if we don't, if we don't say something or put something in place as it relates to what we wanna see and what the process is going to look like, I don't, I don't know that we are going to, um, stop it at that point.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**COUNCILPERSON DAVIS JOHNSON:** [Stammer] I just, I belie'.., I just firmly believe that something.., we have to put something in place, some language in place that gives us leverage on how it's permitted, what ha'.., what it has to look like, where it can be placed until we can have that, that language that says, 'We want to remove ourselves from the erection of these towers, period.'

**CHAIR DAVIS:** Excuse me. Attorney Degraffenreidt.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir.

**CHAIR DAVIS:** Are there some things you can go back and look at and be able to bring 'em back to the Board so we can accomplish some of the things that, um, Councilperson Davis Johnson and Hubbard's, trying to reach today? Maybe amend this later?

**CITY ATTORNEY DEGRAFFENREIDT:** Sure, you can.

**CHAIR DAVIS:** Okay.

**UNK:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** [Stammer] they're..., if I'm understanding correctly...

**CHAIR DAVIS:** Mhmm.

**CITY ATTORNEY DEGRAFFENREIDT:** ...they want the Ordinance to include a set of design standards...

**CHAIR DAVIS:** Correct.

**CITY ATTORNEY DEGRAFFENREIDT:** ...that must be met, that meets the public's needs in terms of proliferation and...

**COUNCILPERSON DAVIS JOHNSON:** Until we can...

**CITY ATTORNEY DEGRAFFENREIDT:** ...necessity.

**COUNCILPERSON DAVIS JOHNSON:** ... figure it out.

**CHAIR DAVIS:** Mr. Gagnon, do we have that already?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** There are specific design guidelines in the existing Ordinance.

**CHAIR DAVIS:** Mhmm.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Um, and as Council did state, the current regulations really don't provide those guidelines for Staff. So, there is a great benefit of, um, approving this on second reading and then, even if City Council chooses to amend this language, it's something that can be done in the future.

**CHAIR DAVIS:** Okay.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** However, without any guidelines, currently Staff's in a very difficult position.

**CHAIR DAVIS:** Okay. Vice Chair.

**COUNCILPERSON HUBBARD:** [Stammer].

**CHAIR DAVIS:** [Inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I just wanted...

**CHAIR DAVIS:** ...[inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** I just thought that this came back before because that was exactly what we said some time ago?

**CHAIR DAVIS:** [Inaudible].

**COUNCILPERSON HUBBARD:** My point.

**CHAIR PRO TEM MILLER-ANDERSON:** We, we..

**COUNCILPERSON DAVIS JOHNSON:** We didn't...

**CHAIR PRO TEM MILLER-ANDERSON:** We said the same thing you just said Ms. Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**CHAIR PRO TEM MILLER-ANDERSON:** We said that some time ago and so I thought that we would be having those answers or at least having had that discussion the next time around. Because you mentioned about, you know, almost like deja vu, cause you said, well, we don't wanna not vote on it or put anything in place and we, we tabled it or postponed it or something and some more went up and then it came back and I thought that we said we wanted them to look and get.., into getting more information so that we had what you just discussed.

**COUNCILPERSON DAVIS JOHNSON:** Right. We didn't.., I, I didn't mention the, um, legal piece of it...

**CHAIR PRO TEM MILLER-ANDERSON:** Well, that's...

**COUNCILPERSON DAVIS JOHNSON:** ...as it...

**CHAIR PRO TEM MILLER-ANDERSON:** That part is new.

**COUNCILPERSON DAVIS JOHNSON:** ...[inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** ...yes.

**COUNCILPERSON DAVIS JOHNSON:** That's new.

**CHAIR PRO TEM MILLER-ANDERSON:** Mhmm.

**COUNCILPERSON DAVIS JOHNSON:** And so, what they did do was, they did take our, our direction and gave us the design, the design requirements and, and other...

**CHAIR PRO TEM MILLER-ANDERSON:** So, it's just...

**COUNCILPERSON DAVIS JOHNSON:** ...other things.

**CHAIR PRO TEM MILLER-ANDERSON:** ...the legal part you want added now?

**COUNCILPERSON DAVIS JOHNSON:** Yeah. Well, Councilperson Hubbard brought that up.

**CHAIR DAVIS:** Yeah. That's new. Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**CHAIR DAVIS:** Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Okay. To Council' Miller..., 'woman Miller-Anderson's point. These concerns that I'm bringing up are the concerns that I brought up before. Definitely, I did not bring up the aesthetic portion of it because, having them erected anywhere and arbitrarily is my concern. My concern is more to the point that, that we don't allow people to come in and place towers over 100 feet anywhere in our City. It is very important that they are aesthetically pleasing, the ones that do..., that are put in to our City, that there are standards, there are rules, and that there are guidelines to that end. And, and that's, that's equally as important. But what we need is Staff to hear us because I felt like staff was goin' back to come back to put in things such as, how many feet away they should be.

**CHAIR DAVIS:** I thought so too.

**COUNCILPERSON HUBBARD:** The fact that we had it right next to, to Stonybrook apartments was, was clearly brought out the last time and that that was a problem. We talked about putting things in place if we find people putting the towers up before, that we, that we should put something in place to stop them from doing that. None of this is new. The only thing that has happened, is Staff took it back and brought it back to us just like we sent it to them as far as the items that, that I mentioned that was, that was of concern. Now, if we can pass this and bring it back for amendments, maybe Staff will go back this time and amend, and amend the document and put real substance in it because there's a lot more to it than, um, than what we have here.

And the problem is this, the people came for a permit to put it up, that's where they should've been stopped at the gate and given some directions whether or not we had, uh, a policy in place or not. We have to have people in place that understand what we're looking for, our vision, where we're going, what we expect, what we are trying to

do. So, if we pass it, let's pass it but be clear to bring it back at the next meeting with some teeth in it, not to have to go over the same thing every meeting, every meeting.

**CHAIR DAVIS:** Madam Manager. Were...

**CITY MANAGER JONES:** Yes, sir.

**CHAIR DAVIS:** there any, was there any effort to reach out to the, the current vendors who have placed poles around the City, to discuss the relocations of their poles based upon of our, uh, what's been changed today?

**CITY MANAGER JONES:** We were anticipating with at least the approval of this, we would have something to go back to them with other than, [stammer] otherwise, we would just be saying, 'We would like for you to.' But, there is a distance requirement in the Ordinance that's there and say, 'Look, we had and we would like for you to go back and consider where you have placed them.' But going forward, it's real clear, they have to be so far apart and that they have to look a certain way, they can't be right in front of someone's door.

**CHAIR DAVIS:** What's their tone? Once you..., you said you haven't been..., you haven't asked them yet?

**CITY MANAGER JONES:** Not to move any of the existing ones until we have something that we can use to say, 'We want you to comply with this.'

**CHAIR DAVIS:** Right. And then, we then... I'll wait. I [stammer].

**CITY MANAGER JONES:** And then that's when you can say..., cause right now, you also want..., you have a couple that are in process and we would like to stop those and make them comply.

**CHAIR DAVIS:** To this.

**CITY MANAGER JONES:** At a minimum, to these regulations of distance, aesthetically how they must look, and, um, where they can go.

**CHAIR DAVIS:** Do we have anything that would cap on how many they can put in our City?

**CITY MANAGER JONES:** There was never a cap and I don't know, Mr. Degraffenreidt...

**CHAIR DAVIS:** So, they can continue going to...

**CITY MANAGER JONES:** ...can we cap it?

**CHAIR DAVIS:** ...[inaudible] land?

[Inaudible audience comments]

**COUNCILPERSON PARDO:** Yup.

[Inaudible dais comment]

**CITY ATTORNEY DEGRAFFENREIDT:** I don't think you can cap it arbitrarily cause it's based upon what their dynamic needs are going from day to day in that particular industry.

**CHAIR DAVIS:** You know what...

**CITY MANAGER JONES:** But we can make them prove that they need 'x.

**CITY ATTORNEY DEGRAFFENREIDT:** Exactly.

**CITY MANAGER JONES:** ...number.

**CITY ATTORNEY DEGRAFFENREIDT:** And that it the best place to meet...

**CITY MANAGER JONES:** That's...

**CITY ATTORNEY DEGRAFFENREIDT:** ...that need.

**CITY MANAGER JONES:** Yeah. Prove to us you've got to have five within one mile.

**COUNCILPERSON HUBBARD:** And prove that we're the only one can provide your need.

[Inaudible audience comment]

**CHAIR DAVIS:** And, um...

**CITY MANAGER JONES:** Cause they're always gonna hide behind coverage and that...

**CHAIR DAVIS:** You know...

**CITY MANAGER JONES:** ...they need more towers so that the people that's subscribed to their service can have coverage.

**CHAIR DAVIS:** I...

**CITY MANAGER JONES:** But, they need to make.., prove to us that it takes that many to provide coverage.

**CHAIR DAVIS:** I'm, I'mma be real short. But, I've always had a serious question on why they skipped through all these cities in Palm Beach County and who invited them to Riviera Beach. And I'm really interested and finding out why they felt they can land in our City. Someone had to invite them here. They didn't just fall out the sky in this City. And at some point, you know, we fight a lot of cases on a lot of things and I...,



**MAYOR MASTERS:** Right.

**CHAIR DAVIS:** And this is one of 'em. We need to figure out a way to, um...

**MAYOR MASTERS:** Exactly.

**CHAIR DAVIS:** make sure our City do not look like a, um, a landfill, um...

[Inaudible audience comments]

**MAYOR MASTERS:** Or the airport.

**CHAIR DAVIS:** Go ahead, Mayor.

**MAYOR MASTERS:** Thank you, um...

**CHAIR DAVIS:** Before I say the wrong thing.

**MAYOR MASTERS:** Mr. Chair, I certainly concur with all the statements that, um, fellow colleagues have made. Certainly, when the word Stonybrook is mentioned, um, we all gonna be con', concerned. We know about the mass demonstration that's planned for Sa'..., Sunday, October the 2<sup>nd</sup> at 6 p.m. We know the children a playing in, in dirt. We know that people live without air. We know about mold. We know about a lot of things. We know about the lack of in', insufficient security, as far as I'm concerned. So, I wanted to, um, ask Councilwoman Hubbard, you had a concern about this being placed at..., near Stonybrook. Could you [stammer] elaborate a little bit of why that is a, a..., what..., where you're going with that? Whether sh'..., should not be there or what?

**COUNCILPERSON HUBBARD:** I don't think that...

**MAYOR MASTERS:** What were you saying?

**COUNCILPERSON HUBBARD:** I don't think that those type of towers should be placed in that close proximity to any residential area. We haven't proven or we have not disproved that there are carcinogenic, um, agents in the things that are being transmitted. We, you know, we shouldn't have to prove that before, before we, uh, take care of our residents. That building has cement in the front, cement in the back. It's already, um, being envi'..., they are already being environmentally abused in that area. It is amazing that someone coulda bought that plan to our City and that it was..., and someone thought it was okay for them to put it in that close proximity to that residential building with that many families there. So, I don't..., and, and I, you know, we don't know what's causing all the cancer and the diseases but for us to take a chance like that, I think it's wrong. I don't want it in my neighborhood in the right-of-way, in the streets and we..., in the middle of, uh, over a thousand homes. And, I don't think that we, we should have it close to any residential districts at all. And, I think we need to make sure that, um, people that are looking out for us understand that.

**MAYOR MASTERS:** Okay. Mr. Chair, I wanted to just add that I want..., the question was asked, did the Staff take any, any consideration regarding Stonybrook in this issue? I think you answered, 'no.' Is that correct?

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Uh, the existing regulations don't take into, um, effect, any sort of residential proximity. So the answer's, no.

**MAYOR MASTERS:** Okay. I'm, I would like for you to look into that.

**ASST. DIRECTOR OF COMMUNITY DEVELOPMENT GAGNON:** Yes, sir.

**MAYOR MASTERS:** And, um, because we already got enough problems over there as it is, we don't anything to be more complicated. So, we are concerned about the residents of Stonybrook and all those children. Thank you.

**UNK:** Inaudible.

**MAYOR MASTERS:** Mr. Chair.

**CHAIR DAVIS:** Madam Clerk.

**MAYOR MASTERS:** If that's a problem.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** Unanimous vote.

### **REGULAR - OLD BUSINESS REGULAR**

**CHAIR DAVIS:** Next we goin' to old business. Item No. 3.

**DEPUTY CITY CLERK BURGESS:** 3. RESOLUTION NO. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF LIABILITY INSURANCE COVERAGE WITH ARTHUR J. GALLAGHER OF FLORIDA, AND AUTHORIZING THE DIRECTOR FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED AMOUNT OF \$1,745,263 FOR LIABILITY INSURANCE; AND PROVIDING AN EFFECTIVE DATE

**CHAIR DAVIS:** Do we have a motion?

**CHAIR PRO TEM MILLER-ANDERSON:** Second. I mean, so..., yes.

**MAYOR MASTERS:** [Chuckle].

**CHAIR DAVIS:** Moved?

**CHAIR PRO TEM MILLER-ANDERSON:** Moved.

**CHAIR DAVIS:** Do we have a second?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**CHAIR DAVIS:** Hubbard?

**COUNCILPERSON HUBBARD:** Second.

**CHAIR DAVIS:** Thank you. I appreciate it.

**MAYOR MASTERS:** [Inaudible].

**CHAIR DAVIS:** Um, we have a public comment card for this one. Any questions by any members of the Board?

**COUNCILPERSON HUBBARD:** Are we gonna have a presentation or somebody's gonna tell us something about it? Appreciate it.

**COUNCILPERSON PARDO:** Yeah. \$1.7M.

**CHAIR DAVIS:** That's it.

**RISK MANAGER M. SULLEN:** Good evening Council. Marie Sullen, Risk Manager.

**CHAIR DAVIS:** Good evening.

**RISK MANAGER M. SULLEN:** The Item you have before you is for our renewal for our commercial property insurances which would cover liability, auto, property, sports

accident, aftercare program, um, employee liability. The policy's basically cover those particular item. Our broker of record, Arthur J. Gallagher, sent out the information to the market and received several quotes back, and some providers basically didn't bid and they are here with us tonight. They'll be doing a presentation. We have Joy Vandevort, the Vice President for Arthur J. Gallagher with us tonight.

**MS. J. VANDEVORT:** Good evening. My name is Joy Vandevort. I'm with Arthur J. Gallagher & Company. What I put together for tonight is just a real quick overview of, uh, the insurance program and process that we went through. Just about a 10 second snapshot about who we are. We're the City's insurance broker, we're not the actual insurance company and we're the fourth largest broker in the world. We've been specializing in Florida Public Entity Insurance for over 35 years. We place over 800..., sorry, \$800,000,000 of property casualty, worker's comp premiums throughout the country and we currently represent over 15, uh, public entities, Tri-County public entity clients in your neighborhood here. And really why is that so important to you? That just is..., tells you that we, we know your business, we know the City, we're able to provide services to the City, customize those, whether that's our loss control services, our claims advocacy services. Um, we really take a, a hands-on approach with you guys and you'll see that the results, uh, we very favorable for you this year.

I wanted to spend just a couple minutes here to give you a feel for what your insurance program actually is. Casue a lot of times when we hear insurance, the only thing we can really equate that to is, is our own, um, homeowners insurance, our car insurance, things of that nature. But the City has a unique program, it's called a Protective Self Insurance Program. And so, what I've tried to do to make this as simple..., a complicated situation [chuckle] as simple as possible. We've color-coded this chart here and I'm gonna go through the various, uh, columns and I'm gonna start from the second, uh, from the left hand column, the one at the top that says, 'Third Party Liability.' I'll get back to the one that says, 'Aggregate,' on the far left side. But, if you look at the chart and you start from the bottom and you work your way up, the gray boxes of the chart represent self-insured retentions. Those represent City dollars and City money. So, in the first column, or really the second column, the one that's saying 'Third Party Liability,' and when we talk Third Party Liability, we're talking about general liability, auto liability, law enforcement liability. So, in that scenario, this City itself would pay the first \$100,000 of a claim. You have an insurance carrier of Lloyds of London that pays the next \$900,000 and then above that, you have another, um, policy with Lloyds of London that pays an additional, um, \$3,000,000 on top of that, bringing you to a total of \$4,000,000 of coverage. You work your way over from left to right in this chart and you'll look at the different coverages. So the next, the next column is the Miscellaneous Liability Coverage. That's actually your insurance, that's what we call 'Public Officials Errors and Omissions Coverage.' It's for the decision making that you make up there on the Board and it covers your personally. Um, it also covers things for, like, employment practices violations, things of that nature. So, there's a \$100,000 retention on that and then there's coverage up above that. The next column over is the, 'Workers Compensation' coverage and the City itself pays the two..., first \$275,000 of that claim and then there's additional coverage in two different layers. We have a small, um, layer of coverage with Lloyds of London and then on top of that, Safety National.

And then, the next col'..., the next box over is the Crime Coverage, those are for monies that might be stolen from the City. And there's a \$25,000 deductible on that.

I'm gonna stop there for one second because if you've noticed, we have a lot of purple boxes and that's called your 'Package Program' and you might see that later on, you know, when we describe certain types of coverages. So, you have your package program and you have all these various, um, self-insured retentions. The reason, when I first started talking about the program, I called it a 'Protected Self-Insurance Program'. And the reason we call that protected is because, if we go back over to the box on the left hand side which says Aggregate, and so that gray box down below that says the \$1.4M, that's actually City money. That's money that the City sets aside...

**UNK:** Uhuh.

**MS. J. VANDEVORT:** to pay for their claims and any monies that the City doesn't pay out in claims...

**CHAIR DAVIS:** Mhmm.

**MS. J. VANDEVORT:** ...the Ci'..., the money stays right here at the City, it never goes to the insurance companies. It stays within the City to pay those dollars. However, if you have a bad year and you have multiple losses, you have several general liability losses, several worker's comp losses, and you add up those self-insured retentions over time and if you exceed the \$1.4M, there's actually insurance, that's where the protection comes into play. There's actually insurance in that purple box that drops down into the gray box and starts paying your self-insured retentions for you.

So, that's your, your package program. Let me get one second to... [Pause]. Are there any questions so far?

**CHAIR DAVIS:** Did, did he have a bad year this year?

**MS. J. VANDEVORT:** You had a great year this...

**CHAIR DAVIS:** Okay.

**MS. J. VANDEVORT:** ...year.

**CHAIR DAVIS:** That's good.

**MS. J. VANDEVORT:** [Chuckles]. You had a very good year.

**CHAIR DAVIS:** Alright.

**MS. J. VANDEVORT:** And the, the other really important thing..., I'm glad you asked that question but, when you talk about this loss fund, the City and your Risk Management team have done a, a great job over the years and it, it started from the top, top all the way down, starting with City Council really taking a, a step in supporting

the Risk Management process because that loss fund used to be upwards of, off the top of my head, I think probably around two... 2.4, \$2.5M, so we've been seeing that come down, you know, nicely over the years and that's because there's been a lot of focus on reducing those worker's comp losses and reducing, um, you know, any..., all these different types of losses.

The other, one other point on this program is that, it has what we call a combined lines retention. So, if you have, say for instance, we have a vehicle accident, we have a police officer gets in a vehicle accident and hits somebody else, you actually, in that scenario, have a couple different lines of coverages that would be affected. You have the vehicle li'..., you have the, the vehicle liability because you hit somebody else so you have that potential liability. That typically would've fallen into the third party liability column. And you also have a worker's compensation loss because your, your officer might be injured as well. So, in this type of scenario, rather than paying two separate retentions, you're gonna be only paying one retention and you would pay the largest of the two. So, you would pay \$275,000 rather than a \$275,000 and \$100,000 retention.

So, that's the package program. If you move probably about right in the middle, is the, the property program and we've..., actually what we did is, we've separated out your, um, property programs into two unique programs. We have one that we call the 'Municipal Program' and one that's for the water and utility's, um, structures. And, what we have found over the years because we work with so many public entities and so many entities in Florida, we know that there are different property markets that will underwrite a utility building much differently than say, a regular commercial building. And so, the rates for those utilities are much more aggressive and they can give you, uh, good rates as well. And then..., but if you go back over to your property program, you know, there's not just one carrier that provides all of the insurance for the, the City of Riviera Beach. In that case, we have about, um, probably about seven different insurance companies that are providing small layers of coverage because in the State of Florida with wind coverage, and hurricane coverage, you typically do not find one insurance carrier nor do you necessarily wanna have one insurance carrier providing all your limits of coverage because, if the market turns, you don't have as much negotiating power when you just have everything with one carrier. So, you actually have a number of different carriers on the program.

There's also a couple other policies going passed the property. We have the sports accident, we also have boiler and machinery policy. We have a cyber liability coverage and we also have some pollution liability coverage as well. So, we talked about the various lines of coverage, the main, you know, and certainly your biggest ticket items would be your property, your casualty and your worker's comp. Generally the, the regular market place is in, in very good shape and you'll see that in the numbers that we brought to you this year. But, certainly from a, a property and utility standpoint we saw nice, nice decreases from them. The casualty, third party liability coverages, the same thing. Um, the excess worker's compensation market, that one's been difficult over the years. We're seeing that actually sort of stabilize but, um, you know, again, we saw some nice, you know, a very good renewal out of them as well.

So, from the renewal highlights, you know, first, as I mentioned, there's all different..., and if you go back, you know, I mentioned that all these, these..., all the different color boxes, those are different insurance carriers that are on the program so we actually have to go out for each of those lines of coverages and, and market those as well. So, just so that you could get a feel for what we did, you know, these were all the insurance companies that we went to on, on your behalf. And so, over 40 companies, uh, were approached and, you know, 16 different carriers quoted and quoted on various lines of program. We were able to increa'..., you know, basically leverage the increase amount of market capacity, meaning that the market was soft and get some nice overall reductions for the City.

One of the, um, we had a couple different plans for the renewal and what..., you know, so basically what we brought to you, we brought a renewal with a 12 month period which you'll see which was a very nice reduction and then we also wanted to look at actually moving the City's insurance renewal from an October 1<sup>st</sup> renewal date into a December date. And that, the main reason for that is to get your property insurance out of hurricane season. So, um, you know, historically, there have been times when the City has had to try to bind coverage and negotiate coverage when there are storms approaching, and it's not really the position that you wanna be in and it hasn't always been a opporrun'..., opportune time for the City to actually be able to move that coverage. The good news is that the property rates have been reducing significantly and we got a very good renewal and so, you can see just from, from your municipal property program alone, you could have the 14 ½ month policy period and still pay slightly less than you did on that line of coverage. The other reason for moving that was really from the City's standpoint to, a lot of times when they're filling out applications, they have to go with estimated numbers and things of that nature. And so, it's hard when doing..., they're doing budget at the same time, uh, so the thought process was, if we could move everything off of the October 1<sup>st</sup> renewal date, they would be able to get a better snapshot of what those actual numbers would be and providing accurate information to the insurance marketplace.

So, overall, the total program costs have been reduced by over \$250,000 on an annual mon'..., on an annual basis. And the 14 ½ month, um, term, basically used those 12 months rates so you [stammer], we basically..., you could buy the extra 2 ½ months for the same rates that you are at, uh, the 12 month period.

So, this is the cost summary. Those are the two options. Are there any questions?

**CHAIR DAVIS:** Any questions by any members of the Board?

**MAYOR MASTERS:** Mr. Chair.

**CHAIR DAVIS:** Go ahead, Mayor.

**MAYOR MASTERS:** I, um, sometimes get these various insurance companies and brokers mixed up a little bit. Are you the one that, um, donated 'x' amount of funds to the City Scholarship Education...

**UNK:** Nope.

**MAYOR MASTERS:** ...Program? That was another one?

**MS. J. VANDEVORT:** Probably somebody else.

**MAYOR MASTERS:** Oh...

[Inaudible dais]

**MAYOR MASTERS:** Okay. I just wanted to ask a question.

**MS. J. VANDEVORT:** [Chuckles].

**MAYOR MASTERS:** Just asking a question. Talk to me, uh... Just asking a question. That's all.

[Inaudible background comments]

**MARY MASTERS:** Talk to me about the diversity, diversity in your, um, your broker and you have a lot of City's...

**MS. J. VANDEVORT:** Mhmm.

**MAYOR MASTERS:** ...so I know you..., people work for you, with you. Tell me about your diversity. Can you tell me a little something?

**MS. J. VANDEVORT:** The diversity, you mean in terms of m', the employees?

**MAYOR MASTERS:** Yes.

**MS. J. VANDEVORT:** We have...

**MAYOR MASTERS:** That work with you.

**MS. J. VANDEVORT:** ...you know, we have probably over..., what is our head count now? Over 20,000 dollar'..., 20,000 dollars [chuckles], 20,000 employees...

**CHAIR DAVIS:** [Chuckles].

**MS. J. VANDEVORT:** throughout the, the world and, um, with a company that has been in business for..., since probably the 60's I think. Uh, but here locally in South Florida we have two different offices, a very diverse company. Um, you know, female..., I've been with company for, um, so I'm gonna age myself here but about [chuckle] 22 years.



**MAYOR MASTERS:** You don't wanna tell your age?

**MS. J. VANDEVORT:** [Chuckles]. Thank you.

**MAYOR MASTERS:** [Chuckles].

**MS. J. VANDEVORT:** But, uh, they've...

[Inaudible comment]

**MS. J. VANDEVORT:** ...they've always...

**MAYOR MASTERS:** [Inaudible].

**MS. J. VANDEVORT:** ...certainly been well in promoting us and, and not, you know...

**MAYOR MASTERS:** I'm talking about...

**MS. J. VANDEVORT:** ...being fair.

**MAYOR MASTERS:** ...diversity in your, in your company as it relates to minorities.

**MS. J. VANDEVORT:** We have minorities in our company as well.

**MAYOR MASTERS:** You have some?

**MS. J. VANDEVORT:** Yes.

**MAYOR MASTERS:** But...

**MS. J. VANDEVORT:** We do, absolutely.

**MAYOR MASTERS:** Are you... Well, nevermind. We won't, we won't belabor the point. But, you.., it's a diversity [stammer]...

**MS. J. VANDEVORT:** But we are, yes.

**MAYOR MASTERS:** ...diversified company?

**MS. J. VANDEVORT:** Yes.

**MAYOR MASTERS:** Even in management as well?

**MS. J. VANDEVORT:** Yes. Absolutely.

**MAYOR MASTERS:** Okay. I'll take your work.

**MS. J. VANDEVORT:** Mhmm. You're welcome to...

**MAYOR MASTERS:** No.

**MS. J. VANDEVORT:** ...check us out but, uh...

**MAYOR MASTERS:** If you say...

**MS. J. VANDEVORT:** ...you know, we're...

**MAYOR MASTERS:** ...that you have.., you don't have any reason not to say anything that's not true, right?

**MS. J. VANDEVORT:** I would no reason to tell...

**MAYOR MASTERS:** Thank you.

**MS. J. VANDEVORT:** ...tell you otherwise.

**MAYOR MASTERS:** Thank you.

**MS. J. VANDEVORT:** Mhmm.

**CHAIR DAVIS:** Any questions by other Members of the Board? Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** Unanimous vote.

**CHAIR DAVIS:** Alright. Item No. 4.

**DEPUTY CITY CLERK BURGESS:** 4. **RESOLUTION NO. ARESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY & CONFIDENTIAL AND UNCLASSIFIED PART-TIME EMPLOYEES BY THREE PERCENT (3%) FOR FISCAL YEAR 2016/2017; EFFECTIVE OCTOBER 1, 2016.**

**COUNCILPERSON DAVIS JOHNSON:** Some moved.

**COUNCILPERSON HUBBARD:** Hubbard.

**CHAIR DAVIS:** Properly moved and second. Before Staff do their presentation, we're gonna go to public comment. Mami, Ms. Mami Kisner.

**MS. M. KISNER:** Good evening, Mayor. Excuse me.

**MAYOR MASTERS:** Good evening.

**MS. M. KISNER:** And Council Members. Mami Kisner, uh, West Palm Beach. As you know, I come before you, um, being the voice of many residents and many landowners here in Riviera Beach. Uh, first let me say, um, I know that many of the employees of Riviera Beach worked extremely hard. They go above and beyond the call of duty when they are managed correctly. When they are not managed correctly, then you sometimes may have some issues. We have questions now that have come to me about salaried employees taking overtime from hourly employees in the Utility District. I would ask you to look into that. I got that call a couple of weeks ago, uh, from a resident. So, I would ask that if a salaried employee, for the last couple years, is taking overtime from hourly employees, that you check into that. That is a major request I'm asking tonight. For those who deserve it, yes they deserve it but they need to be managed correctly. And managing someone correctly is not allowing them to drive a Utility District car with someone in it who is not, which I brought before you before, an employee of the City of Riviera Beach. That has to do with the management and who does the Executive Director report to? Please look into that salaried, uh, issue for me.

Thank you.

**CHAIR DAVIS:** Ms. Mar'.., Ms. Mary Bram.

**MS. M. BRAM:** Good evening.

**CHAIR DAVIS:** Good evening.

**MS. M. BRAM:** Chair...

**CHAIR DAVIS:** Good evening.

**MS. M. BRAM:** Council, Manager and, uh, Mayor, Bishop.

**MAYOR MASTERS:** [Chuckles]. Good evening.

**MS. M. BRAM:** Mary Bram, Riviera Beach. I have no problem with the 3% increase as long as these employees look at the Riviera Beach as their home away from home, be effective employees, and be diligently in working in this City here. That's for every employee in this City here. I would have had some reservations if it did not convolute everyone in this package here. I know when we went on, uh, furlough, you know, all those years that, that some of 'em stayed and they worked through it. So, out of righteousness, something is deserving. But it's also how they treat their workplace also. Now I've often said too, who do their evaluations? This is where you all need to go back as City Managers and these depart', department heads, you all do some evaluations. See where we are, see how certain thing can be addressed. [Stammer] I'mma use our water supply system here, was..., were there any corrective, uh, uh, measures, uh, put there for the employees? Perhaps this would not have gotten as bad as what we come to realize. So, the 3%, it's okay but you all also need to do what's right and protected..., not just yourself but the employees and the City and the residents itself. Because I, I, I've said it, and the residents says, do they evaluate these employees? Do they give out any performance measures? That's how company's do. So, is it bein' done in this City here? I'm asking that question and I do expect an answer. Is that bein' done in these..., in this City here? Is it bein' done? I don't care who answer the question because I'm sure the residents wants to know too. Is it bein' done?

**MAYOR MASTERS:** Mr. Chair, can somebody answer the...

**CHAIR DAVIS:** We gonna allow Ms. Mary Bram to finish...

**MAYOR MASTERS:** [Inaudible]...

**MAYOR MASTERS:** ...her comments and then we'll go to Staff once we're through.

**MS. M. BRAM:** Because this is what would help the employees. So, when they come back and then they ask for other increases...

[Beep]

**MS. M. BRAM:** ...then we can say that you been a good employee, you work well. So, I'm gonna stand here...

**MAYOR MASTERS:** [Chuckle].

**MS. M. BRAM:** ...cause I want that..., I want it asked. I want an answer.

**CHAIR DAVIS:** [Stammer] Ms. Mary Bram, in a normal situation, we're gonna go through all the comment cards. Ms. Jones will be answering your question once we

finish the last public comment card cause we wanna make sure we let them get their time in.

**MS. M. BRAM:** Thank you.

**CHAIR DAVIS:** And then we'll make sure... She's jotting her notes down to answer that question, is anybody get evaluations? Mr. Rick King and then Mr. Fane Lozman. That'd be it.

**MR. R. KING:** Rick King, Palm Beach County PBA. Good morning.

**CHAIR DAVIS:** Good Morning.

**MR. R. KING:** Mr. Mayor.

[Inaudible dais comments]

**MR. R. KING:** Council.

**MAYOR MASTERS:** Good evening.

**MR. R. KING:** How are you?

**CHAIR DAVIS:** Good morning?

**MAYOR MASTERS:** [Chuckles].

**MR. R. KING:** Oh, good, good evening, I'm sorry. You know.

[Laughing]

**MAYOR MASTERS:** It's not...

**MR. R. KING:** It was a long weekend.

**MAYOR MASTERS:** But, it's not midnight yet. [Laughing]

**CHAIR DAVIS:** I like those hours.

**MR. R. KING:** Can I first say that I agree with Ms. Bram. And, uh, I, I am not advocating against the 3%, but I think we need to make sure that we're taking care of those people who have demonstrated that they're making this they're home away from home. These officers work around the clock tire', tirelessly to protect the citizenry of Riviera Beach and they're just asking to be compensated in a fair manner. And as I said to you last week, we find ourselves behind a little eight ball again when we're struggling trying now to get money at the last minute to provide for the officers. But, it's so important, and I'm, I'm compelled to come out and talk to you and I hate to repeat myself but it, it's so important for the City to provide a well-trained and professional officer. As we watch the events that unfold around the country, I can't tell you the

importance of retaining and hiring professional, trained police officers. I said here before and I talked to you about crazy Mr. Joe on the corner and how important it is for these officers to know that while crazy Mr. Joe might be loud, he might be boisterous, he's not gonna hurt nobody. And when you have a new officer re'.., perpetual new officer's coming in, they don't know Mr. Joe, and then you could have bad, tragic things happen. Sorry about my little pause here, I'm trying to get my phone right.

**CITY ATTORNEY DEGRAFFENREIDT:** Mhmm.

**MR. R. KING:** Um, the officers, they're not coming to you asking to be in the, the top place of pay, while I don't think anybody would doubt they're doing the lion share of the work. They're asked to do things over and over, to deal with mentally challenged people, to go fight crime, just try to stop the dru'.., everything, every ill that comes through society, let the police handle it, that's what we do. And because of that, they're just ask', asking to be compensated. And they don't wanna be in the top 10, they just wanna be some place in the mid'.., they don't wanna be number one, number two, they wanna be in the middle somewhere. They just wanna get a fair, living wage.

**UNK:** Uhuh.

**MR. R. KING** And so, I'm coming to you and I'm asking you, when it's time to sit down and discuss how we're gonna treat these officers, think about what you want for the citizens here. When you think about whether you're gonna give the, the manager's a 3%, think about what we're trying to give the officers and how we're trynna take care of 'em going forward. Alright? Good evening.

**UNK:** Good evening.

**MAYOR MASTERS:** Thank you.

**CHAIR DAVIS:** Thank you, Mr. King. Um, last, Mr., Mr. Lozman.

**MAYOR MASTERS:** Mr. Chair, while he's coming, I wanna thank Mr. King and the Police Benevolent Association for your support of calling for a new police station on Blue Heron Boulevard. Thank you, Mr. King.

**MR. R. KING:** Sure.

**MR. F. LOZMAN:** Fane Lozman. I still don't have an address although I'm the largest property owner in Singer Island, Florida. We'll talk about how the Palm Beach Property Appraiser has intervned in a lawsuit to get me an address and that as in the Palm Beach Post and Saturday's newspaper. How's the water today, Mr. Mayor? I see you got three bottles in front of you there.

[Audience laughter].

**MAYOR MASTERS:** Father, Son, Holy Spirit.

**CITY ATTORNEY DEGRAFFENREIDT:** [Laughing].

[Audience laughter]

**MR. F. LOZMAN:** The, um...

[Audience chatter]

**MAYOR MASTERS:** No. That's man', that's the manager's.

**UNK:** [Inaudible].

**MAYOR MASTERS:** That's the Manager's.

**MR. F. LOZMAN:** Yeah. I mean, talk about controlling tax payer's funds. You know, those 25 bottles of water, that's just again, coming out of everybody's pockets. Now, am I opposed to giving a 3% pay raise to the police officers, no I'm not. Am I opposed to giving a pay raise to department heads that do not live in this City? Absolutely. Okay. You wanna get a 3% pay raise and you're not living the City where you're paying your share of property taxes? Forget it. You're not gonna get it. You're not paying your high water bill in Riviera Beach, you're not gonna get it. Now, the City Manager, I believe has abused her authority by allowing department heads to live outside the City. You know, like, 'Oh, well, it's a special circumstance.' It may be a special circumstance if you'll hire a new employee and it's gonna take him a few months to move here but she has given waivers to people not to ever move into Riviera Beach. So, you need to go through department head by department head and say, 'Is this person living in the City or not?' If they're not living in the City, you don't get a 3% pay raise. You know, we have a Charter for a reason. And, department heads are supposed to live here and I've heard people..., I didn't figure that out, Gerald Ward figured that out. Other people have come here over the years have figured out we have a stack of department heads that don't live here. So, number one, if you don't live in this City, you don't get a pay raise. You know, you're not paying your high water bills, you're not paying your fair share of taxes, forget about it. And really, if, if you haven't moved to the City, you should be terminated. We want people who participate in Riviera Beach. We don't a CRA Director, I think he lived in Atlanta and flew in here a couple days a week or something.

[Chuckles]

**MR. F. LOZMAN:** Um, the other thing, let's talk about job performance. I have been treated in a professional manner by some department heads and I have been treated like a complete piece of dirt by other men, like, Jeff Gagnon. Yeah, Jeff Gagnon, has abused his authority. He's come to my property, he's come to Dan Taylor's property. He's, he's trespassed on our property and tried to encourage DEP inspectors to fine us thousands of dollars even though Taylor had a legal permit to trim his mangroves. When you have somebody going outside their authority and acting in an obnoxious fashion, a) they should be terminated but they certainly should not be given a pay raise. But, where does that accountability come from? It comes from a city manager. I think every police officer in this City should get a pay raised but Cedric Thomas. You heard

the PBA Union Chief come in here last week and say, 'How did Thomas get hired?' How did his...

[Beep]

**MR. F. LOZMAN:** ...wife get hired? He shouldn't get a pay raise. But there needs to be selective enforcement of who gets pay raises and who does not.

**CHAIR DAVIS:** Alright. Ms. Jones, let's [inaudible] the first question. I think Mary Bram asked was, the evaluations.

**CITY MANAGER JONES:** Yes. She had two. Mr. Chair, if I may. Um, what you see recommended here is a cost of living adjustment. Um, COLA, generally that is referred to a 3%. It covers all of those individuals that are not covered under labor agreements. Um, the system that would need to be put into place and the dollars allocated for merit, is generally above and beyond your COLA. Let's say if you had 5%, you were given 3% might be cost of living or 2% and then 3% is merit. Um, so this is cost of living. Evaluations are conducted and any individual, department head that has been hired since I've been here, that doesn't live in the City, has been approved by Council.

**CHAIR DAVIS:** Okay. Alright. So, let's go to Staff, hear this Item.

[Pause]

**HR DIRECTOR DAVIS:** Good evening, Mr. Mayor.

**MAYOR MASTERS:** Good evening, sir.

**HR DIRECTOR DAVIS:** Chairman Davis, Council.

**CHAIR DAVIS:** Good evening.

**HR DIRECTOR DAVIS:** City Manager, Ms. Burgess. I'm Bruce Davis, Human Resources Director. Tonight I'm here to [pause] I'm here to present a Resolution asking for an increase for the non-bargaining unit employees in the City for fiscal year 2016-2017. We're asking for you to approve this Resolution that will grant a 3% increase to department heads, administrative, supervisory and confidential, and unclassified part-time employees. This increase was included in the budget that was presented and approved last week. It is consistent with the increase that we provided and budget for 2016-17 for SCIU and our firefighter bargaining unit employees. Provided in the documents that we, we, uh, provided for you tonight is the Resolution and also the job classification list that will include all of the employees that are eligible for this increase. And we're asking for your approval tonight.

**COUNCILPERSON PARDO:** Mr. Chair.

**CHAIR DAVIS:** Yes. Go ahead.



**COUNCILPERSON PARDO:** Okay. So, we had a member of the audience say that there were exempt employees over in the utility department getting overtime? Is that true, Ms. Jones?

**CITY MANAGER JONES:** I will ask Mr. Perry to address that issue.

**ASST. TO THE CITY MANAGER PERRY :** Troy Perry. Um, last week, Ms. Kisner brought that to my attention and I went back to Staff meeting and spoke with Staff and those two employees that I believe are exempt and they indicated they were not but I haven't had a chance to really sit down and go through all the payroll records just in case it happened, uh, prior to me being over there, but I will.

**COUNCILPERSON PARDO:** And you'll get back to us...

**ASST. TO THE CITY MANAGER PERRY :** Yes, I will.

**COUNCILPERSON PARDO:** ...and let us know?

**ASST. TO THE CITY MANAGER PERRY :** Mhmm.

**COUNCILPERSON PARDO:** Okay. And then my second question is, since the PBA got up and, you know, um, it looks like everyone is getting something except them. Can you very briefly tell us when you're bringing a contract back or are you still in negotiations? I know, you know, you can't say much but can you enlighten us a little?

**HR DIRECTOR DAVIS:** We are presently in negotiations with the PBA.

**COUNCILPERSON PARDO:** Okay. So, when do you anticipate bringing a contract to the Council?

**HR DIRECTOR DAVIS:** We anticipate having a closed executive session with the Council as soon as we can get it scheduled and then hopefully, uh, with the cooperation of the PBA, we will be, uh, able to present a contract to you within 30 days, would be my hope.

**COUNCILPERSON PARDO:** Okay. Fine.

**HR DIRECTOR DAVIS:** But, certainly that depends...

**COUNCILPERSON PARDO:** So, can...

**HR DIRECTOR DAVIS:** ...upon...

**COUNCILPERSON PARDO:** ...you make..., so, um, I would appreciate if you would send out a notice either tonight or tomorrow morning to the Council with a couple of dates so we can schedule it so we can get it done. You know. It doesn't make me as a Councilperson feel good knowing that everyone in the City will be getting something except the PBA right now. So, I would appreciate you scheduling something.

**HR DIRECTOR DAVIS:** I certainly share your concern about the PBA as I do for all of our employees.

**COUNCILPERSON PARDO:** [Inaudible].

**HR DIRECTOR DAVIS:** And our plan last week was to schedule the executive closed session but because of the length of the meeting, it got postponed until tonight. And hopefully we will set that date tonight...

**CHAIR DAVIS:** But tonight was supposed to be a closed executive session. Was that the date that you were gonna post'... Okay.

**HR DIRECTOR DAVIS:** It woulda been had we not extended from last week.

**CHAIR DAVIS:** Right.

**HR DIRECTOR DAVIS:** So we do share your concern and we are...

**CHAIR DAVIS:** It was already in place.

**HR DIRECTOR DAVIS:** ...we're working diligently to get this done as soon as possible.

**COUNCILPERSON PARDO:** Okay, fine. So, I would appreciate a date either tonight or first thing in the morning. Thank you.

**CHAIR DAVIS:** Mr. Davis, I wanna say, um, definitely thank you for being proactive and being on front of this matter. Um, I'm sure that, um, PB., the police department will be very appreciative of you actually.., cause he has been, um, settin' some dates prior to tonight and I wanna be very clear to that. But, unfortunately, we had this meeting to address which got in the way of that date. But, I hope everybody just keep their calendar clear on the dates that we need to do as far as addressing this matter so we can get it done cause you can't wait for some'.., eve'.., cause all of our schedules are extremely busy but we need to be able to come to a conclusion that we might have to do one of these sessions on a Saturday morning pending our schedules.

I have a question. In regards to department heads, so, employee evaluations as regards to that, how..., that doesn't play a role in this situation, correct?

**HR DIRECTOR DAVIS:** The evaluation itself does not impact the 3% increase.

**CHAIR DAVIS:** Okay.

**HR DIRECTOR DAVIS:** But we are in the process of getting all those evaluations completed.

**CHAIR DAVIS:** Okay. Okay. Um, so how this par'.., this, this procedure's conducted? This is a negotiation through.., because they're not a part of the union, correct?

**HR DIRECTOR DAVIS:** No.

**CHAIR DAVIS:** So when you mention here, it says unclassified part-time employees and then confidential.., there's some employees that are...

**HR DIRECTOR DAVIS:** Those are also...

**CHAIR DAVIS:** ...contracted?

**HR DIRECTOR DAVIS:** Those are also employees that are not part of a li'.., of a bargaining unit.

**CHAIR DAVIS:** Uhuh.

**HR DIRECTOR DAVIS:** So they would be included with the 3% increase.

**CHAIR DAVIS:** Okay. I was just wondering why it said confidential employees.

**HR DIRECTOR DAVIS:** Because that is a clasific'.., a classification that is used to help us identify people that could be exempt/nonexempt.

**CHAIR DAVIS:** Okay. Alright. So, they don't work secret undercover?

**HR DIRECTOR DAVIS:** Yes. [Chuckle].

**CHAIR DAVIS:** Okay. Alright. Okay. No more questions. Any other questions by any of the Board Members? [Pause]. Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** Unanimous vote.

**CHAIR DAVIS:** Now we go to Item No. 5.

**DEPUTY CITY CLERK BURGESS:** 5. RESOLUTION NO. \_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING AND RECLASSIFYING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS PURSUANT TO THE 2016/2017 FISCAL BUDGET; AND PROVIDING AN EFFECTIVE DATE.

**CHAIR DAVIS:** Do we have a motion?

**CHAIR PRO TEM MILLER-ANDERSON:** I thought we just did that?

**COUNCILPERSON DAVIS JOHNSON:** That's the one we just did.

**CHAIR PRO TEM MILLER-ANDERSON:** That's what we just did.

**CHAIR DAVIS:** No. Uh-uh.

**DEPUTY CITY CLERK BURGESS:** No.

[Inaudible dais comments]

**CHAIR DAVIS:** No. It's a little different.

**COUNCILPERSON DAVIS JOHNSON:** Where is... I don't...

**CHAIR PRO TEM MILLER-ANDERSON:** Hmm?

**COUNCILPERSON PARDO:** So moved.

**CHAIR DAVIS:** Do I have a second?

**COUNCILPERSON HUBBARD:** Second.

**CHAIR DAVIS:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Mm, did I fall asleep here?

**CHAIR DAVIS:** Yes. This one is reclassification. This is not increasing.

**CITY MANAGER JONES:** What you have before you is a Resolution that establishes positions, job classification titles so that these will be the titles that you will see listed in the salary schedule for 2016-17 for the City of Riviera Beach.

**CHAIR DAVIS:** What's... Any questions by any Members of the Board? [Pause]. What's the financial impact as far as the increase from last year to this year once we make these reclassifications?

**HR DIRECTOR DAVIS:** The, the reclassification themselves does not necessarily create an increase.

**CHAIR DAVIS:** Right.

**HR DIRECTOR DAVIS:** The increase..., the financial impact of the 3% increases that we're asking for the salary increases, is that the question?

**CHAIR DAVIS:** No. Like, some of these positions, once you reclassify 'em...

**HR DIRECTOR DAVIS:** It varies from...

**CHAIR DAVIS:** Like, in the Mayor's situation. Like when he, he had his Staff member..., he tried to reclassify that position...

**HR DIRECTOR DAVIS:** Right.

**CHAIR DAVIS:** ...and there was an increase in that position. So I'm lookin' at..., how many of those positions have an increase based upon the reclassification, what that total could be?

**HR DIRECTOR DAVIS:** The reclass itself doesn't necessarily create an increase. What creates an increase is when there is a reclass to a higher job classification...

**CHAIR DAVIS:** Correct.

**HR DIRECTOR DAVIS:** ...with a higher pay grade. Then, that change depends upon that person's position and the class they're leaving from and their position and the class they go to. And what's the gap between where they are and the minimum of the class they're moving up to. So, it varies from decision to decision about a reclass.

**CHAIR DAVIS:** Okay. But we don't have a, a total on... I'm sorry, let's go to public comment before we go too...

**COUNCILPERSON HUBBARD:** Mr. Chair, one...

**CHAIR DAVIS:** ...far. I apologize.

**COUNCILPERSON HUBBARD:** ...question for the...

**CHAIR DAVIS:** Go ahead. Go ahead, Councilperson.

**COUNCILPERSON HUBBARD:** So, you're saying that there's no definite intention to put anyone in these particular positions? You're just trying to get them classified in case we intend to fill them?

**HR DIRECTOR DAVIS:** No, ma'am. And these particular ones that I have here tonight, people have been identified that will move into them. The question was, what is the amount that's associated with a reclass and the answer is, there is no given amount, it depends on the circumstances.

**COUNCILPERSON HUBBARD:** Okay.

**CHAIR DAVIS:** Ma'..., Ms. Mami Kisner and then Ms. Mary Bram.

**MS. M. KISNER:** Good evening again. Mami Kisner. My question is, why do we not have the backup information that would show these positions? I remember Councilperson Hubbard bringing up in a prior meeting that we may be reclassifying a person who does not manage, not even one person and that person would be making more money than someone who might be managing and supervising four people. So, my question is, why is the public not allowed to see what the increase would be and what these positions... Does that mean that anybody can just be [stammer], a department head could just decide that they wanna move someone into a position who does not oversee anyone and then they could increase their salary like that? I don't think that's fair to the public. I think we need to see more backup information.

Thank you.

**CHAIR DAVIS:** Ms. Mary Bram.

**MS. M. BRAM:** Ms. Mary Bram. Bram, Riviera Beach. The re'... Item No. 5 here, I'm gonna speak in reference to an individual here that I know and I hope that she fits this item here and that's Ms. Debbie Isaac. Why Ms. Debbie Isaac? She works for the Mayor but she might as well be the Mayor assistant. She carries a heavy, heavy load. Her position, as from what we all know in this City, when we cannot contact the Mayor, we contact Ms. Isaac. When the Mayor does not come, Ms. Isaac comes and she represents the Mayor, as well as the City well. I would like to have her reclassified. Now, whether or not she's the Mayor's assistance, or she's the Chief of Staff of the Mayor, but she needs that title to distinguish her because, I love the Mayor, but workin' with the Mayor, he's a handful.

[Chuckles]

**MS. M. BRAM:** Ms. Bram doesn't work here but I do know in working with him, he is more than a handful. So let's be right here in this reclassification and classify. If it needs a little bit more, she deserves it because she is the Mayor's right hand as well as left hand and she pulls her load in this City. I have also observed her too, helping the other legislative aides. To me and to other residents, she's not an aide. She's an aide to all of those that come to her and ask her various questions and things but she's more than that. So let's pull her out of there and let's do a better job in reclassification with Ms. Debbie Isaac.

And I did ask the question about performance and evaluation. How often, how often is this done? You didn't answer that. That's the elephant in the room. How often is that done, Mr. Davis? Your evaluations?

**CHAIR DAVIS:** [Inaudible].

**MS. M. BRAM:** Because those evaluations will speak wisely for you too. So how often is that done? We need better policies and procedures here.

Thank you.

**CHAIR DAVIS:** Ms. Bram.

**MS. M. BRAM:** Thank you.

**CHAIR DAVIS:** Okay.

[Inaudible comments]

**CHAIR DAVIS:** That's the end of public co'... No. Public comment for that Item but let's go to public comment now, it's 7:30 and then we'll come back to the Item for Staff.

[Inaudible dais comments]

**CHAIR DAVIS:** We have to do it at 7:30?

**COUNCILPERSON PARDO:** Can we finish this Item first?

**CHAIR PRO TEM MILLER-ANDERSON:** We can finish the Item.

**CHAIR DAVIS:** Okay. Alright. Okay. Mr., is it Sherman or is it Mr. Davis?

[Inaudible comment]

**CHAIR DAVIS:** Is this your Item?

**CITY ATTORNEY DEGRAFFENREIDT:** Item [inaudible]...

**HR DIRECTOR DAVIS:** Yes, it is. Again, Bruce Davis, Human Resources Director.  
[Pause].

[Inaudible audience comment]

**CHAIR DAVIS:** [Chuckle].

**MAYOR MASTERS:** Thank you. Wait a minute. [Inaudible].

**CHAIR DAVIS:** [Inaudible]. [Chuckle].

**HR DIRECTOR DAVIS:** Tonight, we present a Resolution to create a reclassif'..., our classified and unclassified positions for fiscal year 2016-2017. And we're recommending approval of the Resolution that we have in front of you to add and delete some positions from the job classification list. [Pause]. Again, these positons were taken in consideration when we did the budget that was presented to you last week and they were part of that budget. And tonight, we're asking for your approval to add those to the classification list.

**CITY MANAGER JONES:** Mr. Chair?

**CHAIR DAVIS:** Yes, ma'am.

**CITY MANAGER JONES:** Let me be specific about what we're asking for. If you look at the underlying positons in the, the titles that are listed, those are the only changes to this list of classifications. The first one is an Evidence Supervisor in the evidence room over in police. You also have the addition of a Small Business Coordinator that we created in the Purchasing Department. You have Human Resource Personnel Generalist which is the first step, the person was part-time and this takes it to a classification for full-time. Um, a Human Resource training position which is also a position that was a part of the list that you approved last week. All of the other titles on here, nothing new. It's just adding the underlined titles that you see to our classification structure.

**CHAIR DAVIS:** So, so let me ask you a question. The Evidence Supervisor, so who's supervising the evidence now, currently?

**CITY MANAGER JONES:** Well, that's part of the problem. They're., they've been pulling individuals from within the ranks, um, of officers. What this will do is create a position so that we will not have to pull officers and that there is a supervisor, the supervi'..., if you'll recall, we did an internal audit of...

**UNK:** Mhmm.

**CITY MANAGER JONES:** ...the police evidence area. We discovered several irregularities, as well as, um, potential theft that we turned over to the State Attorney's office.

**CHAIR DAVIS:** Mhmm.

**CITY MANAGER JONES:** But this will create a position that will be able to supervise evidence so that you wouldn't be pulling someone, or making them do double duty and they can concentrate strictly on evidence.

**CHAIR DAVIS:** So what's been, uh, how long have we been without a supervisor in that department for that particular sector?

**CITY MANAGER JONES:** Chief can tell how long we've had an assigned person to that position.



**CHAIR DAVIS:** Good evening, Chief. How ya doin'?

**POLICE CHIEF C. WILLIAMS** Good evening, Mr. Chair. Clarence Williams, Police Chief. Uh, operationally, there had never been a direct supervisor for the evidence section. The person in evidence had reported to a midlevel manager, a lieutenant or captain. As a result of our internal audit, if you remember some years ago, budget cycles ago, the Manager brought on an internal auditor and each department head was asked to identify, within their operations, areas of concern so that the auditor could take a look at it. We, uh, identified for our auditor, our evidence operations and some others. As a result of that audit, he recommended some things and we went through a couple of budget cycles and we were not able to put this person in place. During that interim, we had a civilian employee who had been with us for about 17 years take some monies from the evidence room. We have been successful in the prosecution of that person. Our processes identified the person moving forward.

One of the strong recommendations from our internal audit is for direct supervision in that process and that's what we're attempting to do with, with this position. So the supervisor in the position would supervise, directly, two and a half other persons currently and would be responsible for some of the operational things that have been put in place as a result of the audit, i.e., checks and balances so that we don't have a repeat of the kind of situation that we experienced this last time around.

**CHAIR DAVIS:** Okay. Thank you. Uh, interesting. Anybody else got any other questions or concerns about this item?

[Inaudible davis comment]

**CHAIR DAVIS:** Um, I have another question. [Inaudible] tell me something. I know I got a beard, just tell me. You know, it's okay. Got evidence all up here, I need someone up here with me.

Really quick. Ms....

**COUNCILPERSON PARDO:** [Inaudible].

**CHAIR DAVIS:** ...Jones, when..., as regards to this item, Mr. Mealy is now gonna be the new Director of...

**COUNCILPERSON PARDO:** Thank you.

**CHAIR DAVIS:** ...procurement. Correct? Is that what's gonna happen?

**CITY MANAGER JONES:** Yeah. He will change reporting from Finance to the Manager, yes.

**CHAIR DAVIS:** Okay. So, his salary will be adjusted what, 10%?

**CITY MANAGER JONES:** Well, what we'll do is that we'll bring that back in the mid-year because that was brought up after we..., cause currently, he is a Purchasing Manager.

**CHAIR DAVIS:** Okay.

**CITY MANAGER JONES:** And he could stay a Purchasing Manager...

**CHAIR DAVIS:** Mhmm.

**CITY MANAGER JONES:** ...we'll just ch'..., change the reporting. Mid-year, we'll bring you a revised job description...

**CHAIR DAVIS:** Mhmm.

**CITY MANAGER JONES:** ...which will then take it to a Director which then would have the appropriate increase.

**CHAIR DAVIS:** Why wou'...

**CITY MANAGER JONES:** Cause...

**CHAIR DAVIS:** Why would we wait 'til mid-year?

**CITY MANAGER JONES:** Because we had, we had not done that job description when you brought it up in the budget process.

**CHAIR DAVIS:** Okay.

**CITY MANAGER JONES:** But we will bring that back so that..., and we don't...

**CHAIR DAVIS:** Okay.

**CITY MANAGER JONES:** ...even have to wait 'til mid-year but we need to bring you back a new position...

**CHAIR DAVIS:** Okay. Before we do that?

**CITY MANAGER JONES:** Before we can do that.

**CHAIR DAVIS:** Okay. I understand.

**CITY MANAGER JONES:** But the reporting...

**CHAIR DAVIS:** Mhmm.

**CITY MANAGER JONES:** ...will actually change...

**CHAIR DAVIS:** ...to you.

**CITY MANAGER JONES:** ...October 1.

**CHAIR DAVIS:** Okay. Alright. I don't have any other questions. Any other Members of the Board have any questions for Staff?

**COUNCILPERSON HUBBARD:** Only position on here that I had a question about was the training and the event coordination person in HR. [Pause]. Tell me, why would the trainer be the e'.., and also be an event coordinator and secondly, what type of training or.., would this trainer be for the HR Department?

**HR DIRECTOR DAVIS:** First of all, when you have a small department, oftentimes you have to ha'.., wear multiple hats. So we're trying to address two needs at the same time. The majority of the time would be as a trainer because one of our objectives this year is to reevaluate how we are training, what I call, enabling our employees for success in the, not only in their current job but in future jobs with us at the City. So we need a person to help us focus on that. That person will also help us with our event coordination because with training, you have to put on seminars and different workshops. So that person would, would primarily help us with that as well.

**COUNCILPERSON HUBBARD:** Okay. I want.., the reason I was asking because I know that right now we have our MLK parade under the HR Department and I didn't know if that was what you were referring to because as it was said, it wasn't, you know, much backup or cl'.., it wasn't clear so I had no idea exactly what you were referring to that the event coordinator in an HR Department would do.

**HR DIRECTOR DAVIS:** Uh, [clears throat], while that wo'.., I hope that would not be that person's primary responsibility. As a matter of fact, I have other plans for our MLK activities next year. However, if those plans are unsuccessful, all of us have to be available to meet the needs of the City.

**COUNCILPERSON HUBBARD:** Absolutely. And one of the things that I hope that this City considers and this Board considers, is that the MLK parade come from under the auspices of the HR Department period so that you can focus on just that, training and being an HR Department that can help our employees be the best employees that they can be.

**HR DIRECTOR DAVIS:** Thank you. Thank you, Councilperson Hubbard and that is certainly one of my primary goals for this year.

**CHAIR DAVIS:** And I, and I too can support you on that because I've sat in that committee and I watched numerous times where Staff.., even though Staff gets excited about it, and I give them credit to that, but they have to almost sh'.., I ain't gonna say shut down but it slows down their day-to-day routine operations to focus on the event, which is successful, but we do have a Recreation Department that's designed to take care of community activities. You might wanna find a way to maybe redirect it to that or create a, um, allow that committee to take a sole act and be report to Recreation or Community Development as it regards to those permitting process to allow HR to do what they need to do.

So, any questions before we call the question on this Item? [Pause]. Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis? [Pause]. Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** Unanimous vote.

**CHAIR DAVIS:** Yeah. I just had another question but I'll deal with that at the end of the meeting. Let's go to public comment, now, at the time.

**HR DIRECTOR DAVIS:** Thank you.

**CHAIR DAVIS:** Alright.

#### **COMMENTS FROM THE PUBLIC**

**CHAIR DAVIS:** PUBLIC COMMENT SHOULD BE RESTRICTED TO ISSUES, MATTERS, OR TOPICS PERTINENT TO THE CITY OF RIVIERA BEACH. PLEASE BE REMINDED THAT THE CITY COUNCIL HAS ADOPTED "RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS", WHICH HAS BEEN POSTED AT THE ENTRANCE OF THE COUNCIL CHAMBERS. IN AN EFFORT TO PRESERVE ORDER, IF ANY OF THE RULES ARE NOT ADHERED TO, THE COUNCIL CHAIR MAY HAVE ANY DISRUPTIVE SPEAKER OR ATTENDEE REMOVED FROM THE PODIUM, FROM THE MEETING AND/OR THE BUILDING, IF NECESSARY. PLEASE GOVERN YOURSELVES ACCORDINGLY.

**CHAIR DAVIS:** And the first person will be Ms. Mami Kisner.

**MAYOR MASTERS:** Ms. Kisner, as you're coming, I don't know whether you got that hat from Vegas but it's certainly...

**MS. M. KISNER:** [Chuckles]. No, not Vegas.

**MAYOR MASTERS:** ...beaming tonight.

**MS. M. KISNER:** Not Vegas, thank you. [Chuckles]. Thank you, Mayor. Mami Kisner. These are general comments that have come to me in the last two to three weeks from residents of the City of Riviera Beach. One is, is the Utility District operating under an approved organizational chart or are they operating under an organizational chart that the former Utility District Director, who is no longer here, that Ms. Pardo constantly told us in several meetings that he was doing a great job. Is, is.., are we operating right now in one he made up, that was never approved which is the one I have in my hand that I would like to give to you or are we operating in an approved organizational chart? We wanna go with policies and procedures. I keep hearing people say that from that Council. Well, if we're operating in policies and procedures, you need to know which organizational chart is being, um, utilized in the Utility District under the direction of the City Manager. That's my first comment that came to me.

Secondly, I believe that the residents of this City need to contact all of the elected officials that they elected to let them know that Michael Brown probably saved this City and that he should be paid. If you have approved it for anybody, like you did for the CRA, you should approve the payment of a person who cares about this City, who served as a Mayor, who is respected throughout this country for his legal expertise, who saved our residents, who still is probably still trying to save our residents and you sit up there and you do not wanna pay him. You should be ashamed of yourself. So I am asking the residents of this City to contact you and to come to these meetings and tell you that this person saved them as they continue with this yellow water. And I wanna personally thank you, former Mayor, for the report that you did that was ver'.., very thorough and believe me, there's more that needs to be uncovered. I have been up here for almost the last ten years warning and telling you that a crisis is coming. We are now in a crisis. I've spent a ton of times getting information and sharing it with the former Council and with the current but, of course, Pardo would not meet with me, telling them that we are in a crisis in the Utility District and now you have said it is an emergency. Yes, it's an emergency because it was uncovered by our former Mayor, Michael Brown.

You need to rethink how you're operating. Don't keep telling us that you're about policies and procedures when you're not abiding by them with all of, all of, um...

[Beep]

**MS. M. KISNER:** ...the decisions that you make. You need to assure us that evaluations are being done. Evaluations have not been done in the Utility District

since 2009. It is 2016. Please, we elected you and the people want you to do your job, not some of the time but all of the time. Thank you.

**CHAIR DAVIS:** Thank you, Ms. Kisner.

[Clapping]

**CHAIR DAVIS:** Next, Fane Lozman.

**MR. F. LOZMAN:** Fane Lozman. Let's get something quite clear. I don't work for you, you work for me, you work for everybody in this audience, you work for the residents of Rivera Beach to pay your salaries as taxpayers. I am a taxpayer. I'm also the largest property owner in Singer Island yet I don't have an address. I've been talking about it for over two years. Last week, Palm Beach County Property Appraiser, Gary Nikolits, paid county money to hire an attorney to join in a lawsuit to give me an address. Okay? The Palm Beach Post wrote a big story about it Saturday. I think many residents have reached out and said this is the most ridiculous thing we have seen. Some of you up there, Tonya Davis Johnson and Dawn Pardo, who raised their right hand to uphold state law, have approved spending outsi'..., spending money to fight this out in court instead of saying, 'What does the law say?' The law says you're entitled to get your tax bill, at your address, it's the only address I have but the only properties I own, those five properties, but yet, you would rather fight it out. Some of you spent tens of thousands of dollars then to give me an address. I need an address also because I pay taxes for police and fire. They don't know how to find my place cause I'm not in the computer in any dispatch system. So, if somebody gets hurt on my property, they may die for the extra minutes it takes to find the property.

I talked to Tonya Davis Johnson's boss, the County administrator. She said she does not expect county employees to make decisions that cause people to suffer. When I don't have an address, I can't get a light pole and get electrical service. I couldn't run electricity to my floating home. I couldn't put surveillance cameras to see wh'..., the people that went in there and vandalized my floating home.

[Inaudible comment]

**MR. F. LOZMAN:** It is inexcusable that you would waste tens of thousands of dollars fighting me from getting an address. Gary Nikolits said in 24 years, he's never seen one case in the entire county where a City is refusing to give an address to a landowner. This land is owned residential. It's going to be developed. You can change the Comp Plan all you want to, it's been grandfathered in. Tonya Davis Johnson, Dawn Pardo, I have the time, I have the money, I have support from the community, we are going to remove you from office. How are we gonna do that? Pardo, you're gonna be criminally charged in, in the scandal involving Cedrick Thomas and your private email addresses of doing private business behind closed doors. We know you got Richard Lubin. I don't think he can get you out of this cause we have your emails and you think it's a big scam, I mean, a big to-do.

Your buddy, Guyton, was criminally charged. Tonya Davis Johnson, people in this community don't like your behavior, we're gonna try to remove you for malfeasance. But we're gonna go forward and take our City back.

**CHAIR DAVIS:** Mr. Mack...

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIR DAVIS:** ...Mack Bernard.

**COUNCILPERSON PARDO:** Mr. Chair?

**MAYOR MASTERS:** [Inaudible].

**CHAIR DAVIS:** Go ahead.

**COUNCILPERSON PARDO:** Alright. While Mr. Bernard is coming up. [Sigh].

**CHAIR DAVIS:** He's not here?

**COUNCILPERSON PARDO:** The people...

**CHAIR DAVIS:** Okay.

**COUNCILPERSON PARDO:** ...need to know...

[Inaudible dais comment]

**CHAIR DAVIS:** He's here?

**COUNCILPERSON PARDO:** ...that...

**MAYOR MASTERS:** He's here, he's here.

**COUNCILPERSON PARDO:** Yeah. He's in the back.

**CHAIR DAVIS:** Oh, okay.

**COUNCILPERSON PARDO:** You know, the people need to know, for the past couple of years, Mr. Lozman has been stalking me and he has admitted it here in these Council Chambers. He is totally obsessed with me.

[Laughter]

**COUNCILPERSON PARDO:** Listen, he is totally obsessed with me. As he had said a coupla meetings ago, he's been going down to the State Attorney's office, he's been going to the feds telling them, 'You need to indict Pardo.' Yeah. Good luck with that. I haven't done anything wrong. He has gone to the Palm Beach County League of Cities, 'You need to get rid of Pardo.' He has gone to the

President of the Palm Beach County League of Cities, Mr. Bob Shalhoub, who is also an attorney and he left a package with him saying, 'You need to take a look at this. Pardo's going down. You don't wanna be part of it.' He's gone to the PBA. That is his MO. Alright? So, he does all of this, he tries to assassinate my character in the hope that I'm gonna shut my mouth and let him do what he wants to do. This has been going on for a long time, this is the kind of man he is. And it is shameful. He made a comment to a large business in this City. [Stammer]. One of the owners of the business said to Lozman, 'Why don't you just let up on Riviera Beach, man? Donate your properties, you need to move on.' And he said, 'I am out to destroy the City. I don't care about Riviera Beach. I'm [stammer], I'm out to destroy them.'

**MR. F. LOZMAN:** [Inaudible].

**COUNCILPERSON PARDO:** And it is absolutely shameful that we, as a community, let this man from Miami come up here and dictate what he thinks that we should do.

**CHAIR DAVIS:** Wha'..., wha'..., bu'...

**COUNCILPERSON PARDO:** It is unconscionable.

**CHAIR DAVIS:** What business is that?

**COUNCILPERSON PARDO:** I'm not..., I'm not gonna say.

**CHAIR DAVIS:** I'd like to know.

**COUNCILPERSON PARDO:** Alright?

**CHAIR DAVIS:** Cause if...

**COUNCILPERSON PARDO:** No. Because...

**CHAIR DAVIS:** ...if that's happening...

**CHAIR PRO TEM MILLER-ANDERSON:** Point of...

**COUNCILPERSON PARDO:** ...it's bad enough.

**CHAIR PRO TEM MILLER-ANDERSON:** Point of order. Point of order.

**COUNCILPERSON PARDO:** ...he goes around..., he pulls my emails...

**CHAIR PRO TEM MILLER-ANDERSON:** Point of order.

**CHAIR DAVIS:** A point of order...

**COUNCILPERSON PARDO:** ...and he goes...



**CHAIR DAVIS:** ...has been recognized. Vice Chair.

**COUNCILPERSON PARDO:** Everyone that sends me an email, then he goes and knocks...

**CHAIR DAVIS:** A point of order...

**COUNCILPERSON PARDO:** ...on their door...

**CHAIR DAVIS:** ...has been called.

**COUNCILPERSON PARDO:** ...saying, 'How come you don't like me?'

[Gavel]

**CHAIR DAVIS:** Vice Chair.

**COUNCILPERSON PARDO:** No. I'm sick of it. You give...

**CHAIR DAVIS:** Vice Chair.

**COUNCILPERSON PARDO:** ...this man time...

**CHAIR DAVIS:** Vice Chair..., this is public comment. Vice Chair, you called point of order.

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. Mack Bernard, can he come up, please and give...

**CHAIR DAVIS:** Thank you so much.

**CHAIR PRO TEM MILLER-ANDERSON:** ...public comment.

**CHAIR DAVIS:** And then we can come back...

**CHAIR PRO TEM MILLER-ANDERSON:** So we're not going...

**CHAIR DAVIS:** ...once we done with the public.

**CHAIR PRO TEM MILLER-ANDERSON:** ...back and forth...

**COUNCILPERSON PARDO:** Sure.

**CHAIR DAVIS:** Thank you. I appreciate it.

**CHAIR PRO TEM MILLER-ANDERSON:** ...with each other like that.

[Inaudible audience comment]

**CHAIR DAVIS:** Great job.

**COUNCILPERSON PARDO:** Yeah. Great job. Let Lozman say what he wants.

**COMMISSIONER M. BERNARD:** Wow. I get to follow this.

[Laughter]

**COMMISSIONER M. BERNARD:** Council, Mayor, the City Manager and Chair. My name is Mack Bernard and it is great to be here.

**CHAIR DAVIS:** Good evening.

**COMMISSIONER M. BERNARD:** Mayor, you know, you have your three bottles of water and because of the Father, Son and the Holy Spirit, I was able to win the election.

**MAYOR MASTERS:** [Laughs].

[Applause]

**COMMISSIONER M. BERNARD:** And so, I wanna thank the residents of Riviera Beach because during this year, the residents came out to vote on March 29<sup>th</sup> and they came out on Mar'..., well, the March 15<sup>th</sup> first. They came out in March 29<sup>th</sup> and it was a tie and then they came out again on May 17<sup>th</sup> and then they came out again in August, during August 30<sup>th</sup>. But, we do wanna tell the residents of Riviera Beach that there is one more election that is gonna take place in November and so all of those elections were exercises and so we want all of the residents in, uh, in this City to come out and vote during this presidential election.

As your new County Commissioner, our environment is so important and hearing the issues regarding your water, I look forward to working with your Council, and your residents, to address this water issue to see what we can do as a county to assist the City. I look forward to touring your Utility District so, and that way we can see how we can work with the City in regards to your Utility issues.

And also, Mayor, I look forward to being at Stonybrook this Sunday to tour Stonybrook to..., so we can address some of the needs of the residents because we know how affordable housing is so important for us in Riviera Beach and in Palm Beach County and so we look forward to working with the residents.

And finally, we..., hearing the issue regarding giving the 3% raise..., raises to all of the nonunion employees, I look forward to your Council to meet with the PBA and to, to get this issue wrapped up because, you know, we want to protect our police officers to make sure that we address their contract. So, as your new County Commissioner, I look forward to working with all of the Council, the Mayor and the City Manager and all of the residents of Palm Beach Cou'..., and of Riviera Beach.

Thank you.

**CHAIR DAVIS:** And congratulations.

[Applause]

**MAYOR MASTERS:** Mr. Chair?

**CHAIR DAVIS:** Yes. And then, Ms. Margaret Shepherd. Go ahead, Mayor.

**MAYOR MASTERS:** Yes. Commissioner, I just want to thank you for the support that you gave us a few years ago in Stonybrook. You were one of the first elected officials that came out and actually was on the picket line with us and you were very instrumental in getting the st'.., the people there.., they needed relief during the crisis and you, you stepped up and we look forward to your continuation. We'll see you Sunday at the protest. That's Sunday, October the 2<sup>nd</sup> at 6:00 p.m.

Thank you.

**CHAIR DAVIS:** Ms. Shepherd. Ms. Margaret Shepherd.

**MS. M. SHEPHERD:** Margaret Shepherd, Riviera Beach. I was devastated that, um, Michael Brown was not given his rightful share. You called a State of Emergency with the brown water. You called the State of Emergency. And when I read that re'.., report, I was devastated that this has been going on for a very long time. There was a gentleman at my house today and he saw the water stacked up to the ceiling and he say, 'Ma'am, I don't think you'll ever be sick.' And I said, 'Sir, that's not the problem. The problem is the water here, in the City of Riviera Beach.' So I think that you guys maybe need to revisit that one more time because people come to the City and they continuously get paid. But Michael Brown was called in, I didn't hear him volunteer, you call' him. I don't think he called you but what he did was gave an in depth report. And with that particular package.., I made sure I had two or three packages and dropped them out to some of the residents that need to read what's going on in the City of Riviera Beach. It seem' like we do what we want to do for certain people, for certain friends, for certain entities but when it come down to the business of this City, we turn a deaf ear.

With our Police Department, our men in blue. If we don't do anything else, we need to take care of them. Regardless how we feel about shootings elsewhere, our Police Department take care of us. I'm a witness that when I got ill, the first responders had to come out to my house, the police was all surround it, make sure that I got into the ambulance and got to the hospital. I will never forget our men in blue. They need to be compensated when nobody else is compensated. We need to take care of our own. We don't put money where we should put our money. The Water Department, our men in blue. The people that make sure that we get to the hospitals need to be compensated but we don't. I ask you to revisit this, one more time and I think that the Honorable Mayor Michael D. Brown, our former Mayor, needs to be paid.

Thank you very much.

**CHAIR DAVIS:** Thank you for your comments. Ms. Mary Bam. Ms. Mary Bram.

**MAYOR MASTERS:** [Chuckles].

**MS. M. BRAM:** Ms. Mary Bram, Riviera Beach. I have some questions here. Over on U., U Avenue over there where the, uh, water/sewage plant is, has the work over there cease because seem as if everything is just horrendous over there. It's torn all up, I don't see any workers over there so I would like to know.., I, I know, uh, with the contract, is that one of the problems there? Why they have ceased in operation over there to fix that plant over there? So, we need to do whatever is necessary. As before, when I spoke, I said I do not care where you pull this money from. The lifeline in our City is our water. So, we need to stop procrastinating, stop talkin' about this and that, the water is critical here, in this City here. So, so let's face those facts there. Pull that money, fix our system here because if you don't fix it, we will. One way or the other. Because we will go to Washington, D.C., we will go to Tallahassee, we will go anywhere that we have to go in order for this pipeline in our City to be fixed.

Now, I know the other speakers have spoke, policies and procedures. That's what you do as a Board. We were in here last week with the auditor and we wrangled about his amount that was given to him. He should not have been paid that neither but that went through. Now, if we're gonna do this, set these standards here, let's go back and perhaps readdress the things that we have done wrong and put that teeth in there so that these things can never happen again.

Very quickly here. I'm totally disturbed because, in this report that was given, a visit to the District facility would reveal that it's property and equipment is not maintained in a manner which invokes confidence. At the main water plant, the ammonia feeder tank utilized by the District and other utilities in the water treatment process which if ruptured would require the immediate evacuation of the City Hall and the surrounding residential areas, sits at ground level, adjacent to the parking lot, easily susceptible to rupture if a vehicle or other equipment or device came in contact with it. Why the tank is not enclosed, barricaded and located off the ground in, in, in the area where it cannot be compromised is also inexplicable. Did you all read that? Did you read that?

[Beep]

**MS. M. BRAM:** It's critical.

**CHAIR DAVIS:** Thank you, Ms. Bram.

**MS. M. BRAM:** Thank you.

**CHAIR DAVIS:** Appreciate everything. Mr. Rick King. That'll be the final comment card for this Item. [Pause]. This is public comment, right? Do you have one?

**MR. R. KING:** Rick King, Palm Beach County PBA. I'm not gonna..., not gonna take long or be long with this, I just wanted to...

**CHAIR DAVIS:** What's next?

**MR. R. KING:** ...thank Councilperson Pardo, Chair Davis for expressing to the rest of the Council and to the..., Mr. Davis that we're, we are, uh, eager to get back to the table and get this contract situation resolved. And, since I'm up here, I'd like to thank Ms. Shepherd and also new Commissioner Mack Bernard, especially for your long time support, sir. We appreciate you.

Thank you all. Thanks for your help. Thank you.

**CHAIR DAVIS:** Thank you, sir. That's the end of public comment.

**UNK:** Norma Duncombe has one...

**CHAIR DAVIS:** No. You're Item is for No. 7. For the water.

**MS. N. DUNCOMBE:** I had..., it's two things on there. [Inaudible].

**CHAIR DAVIS:** Okay. I see what you did. Come on up. Ms. Dun'..., Ms. Duncolmbe, come on.

**MS. N. DUNCOMBE:** I'm sorry.

**CHAIR DAVIS:** You c'... I see what you did.

**MS. N. DUNCOMBE:** [Inaudible].

**MAYOR MASTERS:** Mr. Chairman, while she's coming. Mr. King, we, we're right there with you.

**MR. R. KING:** Thank you, sir.

**MAYOR MASTERS:** We want you to hurry up and get to the table.

**MR. R. KING:** Thank you. I appreciate you.

**MAYOR MASTERS:** Thank you.

**MS. N. DUNCOMBE:** Norma Duncombe. Ms. Hubbard, the poles that you were talking about in terms of their coming here to do things that they would never do in any other city. Part of the problem is they do not respect us. And that's why we have to have management on a higher level to keep up with what's going on so

that people do not think that they can come here and do whatever they want to do. You need to work..., continue the path that you're going to shut that down so that they do not come here and do the things that they do. I have been complaining about how the county and the state treated us when they decided to pave the road. It's a disgrace and I'm glad Mr. new County Commissioner is here so that he can put it on the budget to redo Silver Beach Road between Avenue S and across the..., going across the railroad track. You need to take a ride over there. That road was done recently and it's a disgrace. There's no sidewalks. You have poles that are there with boards holding them up. That's a disgrace and that was just done within the last year or so.

The state road, if you look at our US1 and you look at the US1 beyond Silver Beach Road and beyond the bridge, there's no comparison to any other city from Maine..., from Key West to Maine. We are the worst US1 in the whole route. So now, you know, I'm, I'm glad that you're fighting these things and I want you to stay with it and we're gonna back you.

Now, I'm gonna turn to Mr. Mayor. You're gonna have a demonstration about that place over there.

**MAYOR MASTERS:** Yes.

**MS. N. DUNCOMBE:** Okay. That place is managed by some people who live in Tennessee.

**MAYOR MASTERS:** That's right.

**MS. N. DUNCOMBE:** With a salary of \$400,000. Why do we have someone from Tennessee managing a place in this City?

**MAYOR MASTERS:** Mhmm.

**MS. N. DUNCOMBE:** That does not make sense. He makes \$400,000 and his relatives are making one hundred and \$200,000.

**MAYOR MASTERS:** That's right.

**MS. N. DUNCOMBE:** So what we need to do...

**MAYOR MASTERS:** [Inaudible].

**MS. N. DUNCOMBE:** ...not a demonstration...

**MAYOR MASTERS:** Right.

**MS. N. DUNCOMBE:** But they need to be taken to court.

**MAYOR MASTERS:** Mhmm.

**MS. N. DUNCOMBE:** They need to be sued. You know, let's not waste time and energy cause it's hot out there and I don't want you to faint.

**MAYOR MASTERS:** [Chuckle].

[Beep]

**MS. N. DUNCOMBE:** Let's do...

**MAYOR MASTERS:** [Inaudible].

**MS. N. DUNCOMBE:** ...what needs to be done. Let's sue these people and get them from under..., from managing anything in our City. That would be the thing to do. I, I just don't think..., and I, I'm not, it's not personal.

**MAYOR MASTERS:** I understand.

**MS. N. DUNCOMBE:** But I don't believe in playing with folks. I believe in doing business when it's time to do business. So, have your demonstration but let's move on and let's sue those people and get 'em out of this City.

**MAYOR MASTERS:** Absolutely. And you don't...

**MS. N. DUNCOMBE:** Thank you.

**MAYOR MASTERS:** ...want me to faint. Right?

**CHAIR DAVIS:** Thank you so much. Mr. Degraffenreidt, take a look at it. If there's something we can do, consider it.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir.

**MAYOR MASTERS:** Yeah.

**CHAIR DAVIS:** Yes, sir.

**MAYOR MASTERS:** And we're actually fighting it...

**CHAIR DAVIS:** Thank you...

**MAYOR MASTERS:** ...on all levels.

**CHAIR DAVIS:** Thank you, uh, that you Ms....

**MAYOR MASTERS:** Mr. Chair.

**CHAIR DAVIS:** ...Ms. Duncombe for, for your suggestion.

## **ITEM NO. 6**

**CHAIR DAVIS:** Next we're gonna go to Item No. 6.

**CITY MANAGER JONES:** You will need a motion, Mr. Chair to untable this Item.

**COUNCILPERSON HUBBARD:** [Inaudible].

**CHAIR DAVIS:** Do you wanna..., do you wanna get back to it since we got so much and then...

**UNK:** No.

**CHAIR DAVIS:** Cause we got...

**CITY MANAGER JONES:** You need to...

**CHAIR DAVIS:** ...another meeting after this one.

**CITY MANAGER JONES:** You need...

**COUNCILPERSON DAVIS JOHNSON:** Motion ...

**CITY MANAGER JONES:** ...to do this.

**COUNCILPERSON DAVIS JOHNSON:** ...to untable.

**CHAIR DAVIS:** Alright. Alright.

**COUNCILPERSON DAVIS JOHNSON:** Motion to untable.

**COUNCILPERSON PARDO:** Second.

**CHAIR DAVIS:** Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.



**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** RESOLUTION NO. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 801-16 TO ALL- SITE CONSTRUCTION, INC. OF RIVIERA BEACH, FLORIDA FOR THE RENOVATION OF EIGHT CITY HALL RESTROOMS, ONE LIBRARY RESTROOM, TWO WELLS GYM STAFF RESTROOMS AND TWO TATE GYM STAFF RESTROOMS IN AN AMOUNT NOT TO EXCEED \$175,661; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONSTRUCTION SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE FUNDS IN THE AMOUNT OF \$55,227 FROM THE PARKS AND RECREATION IMPACT FUND TO ACCOUNT NUMBER 310- 1236-572-6-6351; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBERS 305- 0202-519-0-6201, 001-0409-513-0-6404 AND 310-1236-572- 6-6351; AND PROVIDING AN EFFECTIVE DATE.

**COUNCILPERSON PARDO:** So moved.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIR DAVIS:** Properly moved and second.

**COUNCILPERSON HUBBARD:** Mr. Ch'...

**CHAIR DAVIS:** Okay. Um...

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIR DAVIS:** ...Staff. Oh.

**COUNCILPERSON HUBBARD:** [Inaudible].

**CHAIR DAVIS:** [Inaudible] the maker of the motion. You have something you wanna... She was the maker of the motion. I always start the conversation...

**COUNCILPERSON HUBBARD:** [Inaudible].

**CHAIR DAVIS:** Johnson?

**COUNCILPERSON DAVIS JOHNSON:** We were bringing this.., I asked for it to be untabled because we were bringing it back to make the repairs to.., the necessary repairs to the various facilities. One of the things that I, I notice here, we're specifically talking about the Staff restrooms but

we also talked about the restrooms that were in Tate and, um, where the locker room is where the kids go and utilize it. Are those the same facilities?

**COUNCILPERSON PARDO:** No. Wells [inaudible].

**COUNCILPERSON DAVIS JOHNSON:** Not the Wells. When we ta'.., when we talked about Tate and I, and I expressed my concerns about the visit over to, um, over to Tate and visiting the restrooms, it was my understanding that the renovations were included for those facilities as well.

**CITY MANAGER JONES:** The Tate and Wells restrooms are within this, those that have not been done for the public as well as the ones for the Staff. Both.

**COUNCILPERSON DAVIS JOHNSON:** So they will both be addressed?

**CITY MANAGER JONES:** Yes. So that we can get all of those brought up to, um, a better standard.

**CHAIR PRO TEM MILLER-ANDERSON:** Chair?

**CHAIR DAVIS:**No. Uh...

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**CHAIR DAVIS:**I'm gonna go to Councilperson Hubbard once Johnson is complete.

**COUNCILPERSON DAVIS JOHNSON:** Go ahead. You can go ahead.

**CHAIR DAVIS:**Hub'...

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**COUNCILPERSON HUBBARD:** My comment, Mr. Chair, is this. The reason I agreed to untable it is because I want to make a motion that we put this particular Item back out for bid and that we get more.., this is an opportunity where we can get more participation and through the.., with the, with the different contractors within the City of Riviera Beach. So that is my, my.., so, so that's what my intent is once this, um, or if I.., if you may, I can make the motion now, sir or would you prefer to have everybody make their comment?

**CHAIR DAVIS:**Let's let.., allow the Commissioners to make their comments and then we'll come back...

**COUNCILPERSON HUBBARD:** And then I would...

**CHAIR DAVIS:**...to [inaudible].

**COUNCILPERSON HUBBARD:** ...like to make a motion that we...

**CHAIR DAVIS:**Okay.

**COUNCILPERSON HUBBARD:** ...put this out for bid, sir.

**CHAIR DAVIS:** Okay. Vice Chair.

**COUNCILPERSON PARDO:** Mr. Ch'...

**CHAIR PRO TEM MILLER-ANDERSON:** I, I just had a question. You said that this includes public., the public restrooms cause it's not in., I don't see that. It just talks about Staff. Um, the., well, one library restroom, two Wells Staff, two Tate Staff. Where's the additional ones for the other public...

**CITY MANAGER JONES:** Well, they, they use the locker room ones. It's not., the locker rooms are the same ones the public use.

**CHAIR PRO TEM MILLER-ANDERSON:** Those were already done, right?

**CITY MANAGER JONES:** They're already done.

**CHAIR PRO TEM MILLER-ANDERSON:** So, what am I missing?

**COUNCILPERSON DAVIS JOHNSON:** So, then I'm missing something as well because the inquiry that I made was with regards to the Staff., the, um, not the Staff restroom...

**CITY MANAGER JONES:** The locker room...

**COUNCILPERSON DAVIS JOHNSON:** ...but the restrooms... The locker rooms that have restrooms in them? For instance, the., when you go into Tate and, at the very back of the gym, you have...

**CITY MANAGER JONES:** The back.

**COUNCILPERSON DAVIS JOHNSON:** ...the restroom that leads to the outside door. So, that restroom is in need of repair. Is that considered Staff?

**CITY MANAGER JONES:** Is that...

**PARKS & REC DIRECTOR BLANKENSHIP:** [Inaudible]...

**CITY MANAGER JONES:** Would you like to answer whether that one's considered Staff?

**PARKS & REC DIRECTOR BLANKENSHIP:** Good evening, Council. Richard Blankenship, your Parks & Recreation Director. The public restrooms have already been renovated. This Item is specifically for the Staff restrooms and it's related to the aftercare licensing. We have to have separate restrooms so we need to upgrade Staff just like we did the public.

**COUNCILPERSON DAVIS JOHNSON:** When..., when were the public restrooms up'...

**PARKS & REC DIRECTOR BLANKENSHIP:** Before I got here.

**COUNCILPERSON DAVIS JOHNSON:** There's something missing then.

[Inaudible dais comment]

**COUNCILPERSON DAVIS JOHNSON:** Does anyone know where the restrooms that I'm speaking of? They're in, in Tate on, on both sides of the stage.

**CITY MANAGER JONES:** Right.

**PARKS & REC DIRECTOR BLANKENSHIP:** In the back.

**CITY MANAGER JONES:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** Those have been renovated?

**PARKS & REC DIRECTOR BLANKENSHIP:** Yes.

**CHAIR DAVIS:** Yeah.

**COUNCILPERSON DAVIS JOHNSON:** So, they've already been damaged?

**CITY MANAGER JONES:** Since...

**PARKS & REC DIRECTOR BLANKENSHIP:** Uh...

**CITY MANAGER JONES:** ...they've been done.

**COUNCILPERSON DAVIS JOHNSON:** I was, I was there for the Back to School drive. The, the restrooms were damaged.

**CITY MANAGER JONES:** Since they...

**COUNCILPERSON DAVIS JOHNSON:** There was no indication to me that the restrooms had been remodeled or...

**PARKS & REC DIRECTOR BLANKENSHIP:** The extent of the renovations was new flooring, I think maybe some updated wall coverings and stuff. It wasn't extensive renovation but it was, it was renovated.

**CHAIR DAVIS:** [Inaudible].

**PARKS & REC DIRECTOR BLANKENSHIP:** And it., I've been in there recently and I didn't see any damage so maybe we repaired that too. [Inaudible].

**CITY MANAGER JONES:** [Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** I am., I'm, I'm, I'm concerned about that because...

**CITY MANAGER JONES:** Could you tell us about the nature of the damage because if they can repair it...

**COUNCILPERSON DAVIS JOHNSON:** The flooring?

**CITY MANAGER JONES:** ...if they have repaired it.

**CHAIR DAVIS:**[Inaudible].

**COUNCILPERSON DAVIS JOHNSON:** The frame...

**CITY MANAGER JONES:** No, no. I'm ta'...

**COUNCILPERSON DAVIS JOHNSON:** The frame...

**CITY MANAGER JONES:** I'm asking...

**COUNCILPERSON DAVIS JOHNSON:** ...of the doors?

**CITY MANAGER JONES:** ...Ms. Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** The frames of the doors in the boys restroom was..., it was off. It was not bolted to the floor. I, I'm, I'm...

**PARKS & REC DIRECTOR BLANKENSHIP:** I will...

**COUNCILPERSON DAVIS JOHNSON:** ...talking about those ty'...

**CITY MANAGER JONES:** We've...

**COUNCILPERSON DAVIS JOHNSON:** ...types of things.

**PARKS & REC DIRECTOR BLANKENSHIP:** I will tour., I will visit it first thing in the morning and see if I can...

**CITY MANAGER JONES:** [Inaudible].

**PARKS & REC DIRECTOR BLANKENSHIP:** ...recognize anything that you're talking about.

**CITY MANAGER JONES:** Cause they were making repairs. So I don't know if those were the repairs that they were making. That's why I asked what specifically were your observations.

**COUNCILPERSON DAVIS JOHNSON:** Yeah. I'm gonna have...

**PARKS & REC DIRECTOR BLANKENSHIP:** But I'll check...

**COUNCILPERSON DAVIS JOHNSON:** ...to back and, and....

**PARKS & REC DIRECTOR BLANKENSHIP:** ...it in the morning and...

**COUNCILPERSON DAVIS JOHNSON:** ...take a look.

**PARKS & REC DIRECTOR BLANKENSHIP:** ...follow up.

**COUNCILPERSON DAVIS JOHNSON:** But I, I remember it having.., concerns about the conditions of the restrooms and that was why I was happy to see the bid award for the renovations because I was under the impression that those were the things that were going to be brought up to s'.., code and spec, if you will.

**CITY MANAGER JONES:** We went ahead.., we did those because we had to have an inspection from the Health Department...

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**CITY MANAGER JONES:** ...in order to get our permit to have a afterschool program. We got them done and everything was up to standard. We got the permit. It's a constant rotation of having to fix things. So that's why I was asking because they may have gone back and repaired it so that was why I asked that particular question. But we will definitely look at that again cause it's a constant maintenance issue.

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIR DAVIS:** Yes, ma'am.

**COUNCILPERSON PARDO:** Okay. So, I'd like to hear from Mr. Mealy. I'd like to know about the bid process that we used. Was this an emergency procurement and that's why we chose All Site, who's a local company? Yeah.

**PURCHASING MANAGER MEALY:** Good evening. Dean Mealy, Purchasing. A actual bid was actually issued for the current solicitation which you are discussing. Three firms did compete and submit the pricing, which is a part of your package. All Site had the low responsive responsible bid, uh, total, as part of the evaluation. So, when you send out an ITB, you have specific measures that they're asked to perform. In this particular case, we identified, we did walk throughs, we had presite meetings at the [inaudible] bathrooms that needed to be repaired or, or updated. All the contracts.., contractors were required to be onsite when the initial walkthrough was done so everybody was bidding apples to apples and we did have a competitive solicitation where a local firm did win the award.., or, the apparent award of this project for this ITB. So there were three firms that bid on the project...

**COUNCILPERSON DAVIS JOHNSON:** Who...

**COUNCILPERSON PARDO:** ...Ms. Pardo.

**COUNCILPERSON DAVIS JOHNSON:** ...who were they, please?

**COUNCILPERSON PARDO:** Do you know who the other two were?

**PURCHASING MANAGER MEALY:** Yes. In your package, one was Bader's Group of Boynton Beach. The second one was CJ Contracting of Wellington. And the third bidder was All Site. So, they had two from Palm Beach County, one from Riviera Beach.

**COUNCILPERSON DAVIS JOHNSON:** [Inaudible].

**COUNCILPERSON PARDO:** Okay. And, I guess, I, I didn't print out the entire backup...

**PURCHASING MANAGER MEALY:** Yeah.

**COUNCILPERSON PARDO:** ...because I...

**PURCHASING MANAGER MEALY:** I can actually...

**COUNCILPERSON PARDO:** ...don't have that.

**PURCHASING MANAGER MEALY:** I can make copies and bring it...

**COUNCILPERSON PARDO:** Alright. But that's fine. So, can you tell us what each contractor bid?

**PURCHASING MANAGER MEALY:** Yes, ma'am.

**COUNCILPERSON PARDO:** On the project?

**PURCHASING MANAGER MEALY:** The Bader's Group bid a total of one thou'..., \$111,911.87, CJ Con'..., CJ was... This is alternate bids, I'm sorry. Bader's Group was \$106,877, CJ Construction was \$176 and All Site was 107.

**COUNCILPERSON PARDO:** Okay.

**PURCHASING MANAGER MEALY:** And then with the alternate bids for the, for the additional locations, the total bid, All Site was the low responsive reasonable bidder for this particular award.

**COUNCILPERSON PARDO:** Okay.

**PURCHASING MANAGER MEALY:** One of the things, and, and I mentioned this to the Council..., actually, to the previous Council that was seated, is that when the City goes out and does a solicitation, it costs money for us to put the ITB out, as far as manpower, as far as putting Staff out in the street to actually go out and do the presite inspections and the walkthrough with the potential vendors. We actually take vendors' time to bring them in, have them...

[Inaudible background comments]

**PURCHASING MANAGER MEALY:** ...put...

[Inaudible background comments]

**PURCHASING MANAGER MEALY:** What I'm saying is, bidders lose faith in the City if we don't make awards. If we take the time for them to actually put together a proposal, submit the proposal as

the requirements are stated and then the City does not take any motion to award then we lose..., next time we send a bid out for awa'..., for rec'..., you know, put it out in the street for, you know, we need to get this job done, bidders do not wanna come to the table and bid. So, it's my recommendation that we, collectively, you know, as we develop the small business program, that we do a lot of outreach but we can only go so far in bringing people to the table as far as getting them to bid. I can only put the bid out, I can call local vendors to ask 'em to please participate. But when the City, as I just stated, is..., if we put stuff out and we take Staff's time, not just my Staff but Park & Rec's time, to go out to the site, do the site inspections, for firms to actually take time out of their, out of their schedule..., I know they're gonna make money out of this but for them to put a proposal together and then you ha'..., you always have two firms, generally they're gonna lose the bid, there's always this, 'What..., why aren't the City moving forward with an award?' So...

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIR DAVIS:** Um, go ahead before I call the public comment card.

**COUNCILPERSON HUBBARD:** Yes. Thank you. Thank you so much. Thank you. Also, the public has a problem with the fact that the process doesn't lend itself to everybody being able to participate in the process. Another thing that bidders don't like is to spend money and time putting bid packages together knowing that they are not going to get the job. That's another thing that they don't, that they don't like. For a tile job like this and light plumbing, we should have had more of a response to it. When people heard about this job on the television, they were talking about the process. One of the gentleman ca'..., um, I sent him back over to meet with you, Mr. Mealy, you, you met him, has been doing tile in the City of Riviera Beach in this county for a long time. Quite intelligent, quite bondable and quite capable and would have responded to, to this bid had we not set the image, or the tone in the City, that just a certain local bidder is going to get the contracts. So, while you say that people take their time to put bid packages together, Staff spend their time doing walkthroughs, it's still as equally important for us, as Council people, to make sure that the appearance of the bid process that we use, not only appears to be fair and equitable but that there is fair and equitable access to the process. I still say that we ran because we wanted to make change and I think that this is a good point for us to stop and start to make change because the major stuff that had to be done in order for us to pass through with the Health Department, that has been done. So this is where we can put this back out to bid and give some of those other people an..., a fair opportunity this time to participate.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair.

**PURCHASING MANAGER MEALY:** Ms. Hubbard, I, I concur 100% that all people, all firms that [stammer] that actually bid, should give..., be given a chance to be competitive and, and be able to respond and actually get, get an award. If they present their most complete package that's thorough, meets all the criteria that's required by code... Remember, ever c'..., every bid, whether it's an ITB or RFP that we issue, I'm required to send a copy of that to the Inspector General. We do nothing underneath the, the premise that nobody is giving a particular job to any vendor. I have only met the vendor from All Site one time and that was here in Council Chambers last time we..., you guys brought this up. I have never met him. I had him in my office to discuss with him. So [stammer] when you, when you speak of preferential treatment or appearance of preferential treatment towards All Site, I, I have no stake in this. I don't care who wins as long as it's responsible and responsive to the bid and



the needs of the City and that we get the best price and that we do as much outreach as we can to small businesses locally. That's my goal.

**COUNCILPERSON DAVIS JOHNSON:** Mhmm.

**COUNCILPERSON HUBBARD:** And Mr., Mr. Mealy, I want you to understand, I'm not saying that you, personally, have a stake in this or have created a climate where Allstate can be the only one to win. What I'm...

**CHAIR DAVIS:**All Site.

**COUNCILPERSON HUBBARD:** All Site.

**CHAIR DAVIS:**Allsta'...

**COUNCILPERSON HUBBARD:** Excuse me. All Site. What., but what I am saying to you...

[Chuckle]

**COUNCILPERSON HUBBARD:** ...is historically, prior to your coming, the climate has been as such. So, our local contractors, and a number of them don't always and necessarily bid. We like to say some people aren't bondable or they aren't suitcase ready but let me assure you, we have a number of bondable and suitcase ready companies within the City of Riviera Beach and we need to be fair about the distribution of these opportunities.

**CHAIR DAVIS:**Okay. Councilperson Johnson before we..., and then the public comment.

**COUNCILPERSON DAVIS JOHNSON:** Davis Johnson.

**CHAIR DAVIS:**Davis Johnson.

**COUNCILPERSON DAVIS JOHNSON:** Thank you. So, the, the question that I... I have several questions. Was there something improper about the bid and its responses as it was received?

**PURCHASING MANAGER MEALY:** No, ma'am. It was a straight bid. There was no, uh, there was no addendums, there was no issues with the particular bid. It went out as a straight bid. The time certain, as far as the time it came in, it was reviewed by Mr. Johnson as to..., and Members of my Staff, as to the responsiveness and the responsibility of the vendors and it was determined that the low responsive bidder in this case was All Site, would be able to handle the job.

**COUNCILPERSON DAVIS JOHNSON:** How much notice is typically given when we announce an invitation to bid or an RFP? When we put these things on the street...

**PURCHASING MANAGER MEALY:** [Stammer]...

**COUNCILPERSON DAVIS JOHNSON:** ...how much notice?

**PURCHASING MANAGER MEALY:** Twenty-o'... We actually call local vendors but we, we advertise for 21 days. I mean, we don't do this in a vacuum. We, we post it on the website. We also advertise it in the Palm Beach Post. So, we do make sure that notification is done and my standing rule has been 21 days for, for this type of solicitation for this dollar value.

**COUNCILPERSON DAVIS JOHNSON:** So my, my concern, from, from a small business procurement perspective, we have..., we put this out, we notice it, we have local vendors. Local vendors make a business decision to either participate in the ITB or the RFP or not. So, are we going to, um, [pause], are we going to resolicit each time that local vendors are not bidding or included in the process because it doesn't appear to me that there was an..., a, a..., that there was no equity or fair distribution of information or access to the process by any of our local vendors. It's, it's a matter of a business decision.

And so, we have this situation where we issued the ITB, we go through, we go through the selection process, we go through the evaluation and our smaller businesses that can provide these services made a decision not to, not to go after this particular work. So, we put it back out on the street simply because there is..., we wanna give another opportunity to have those vendors who decided not to bid to come back now and to bid?

**PURCHASING MANAGER MEALY:** I believe that's what Ms. Hubbard is requesting, yes, ma'am.

**COUNCILPERSON HUBBARD:** No. Mr. Mealy, let me tell you what I'm requesting. I'm not requesting that because those business persons made a decision not to bid on this project. I'm requesting this is because Riviera Beach operates, and have created a climate and where I know that local businesses do not participate because of the climate that we have created. Not because they chose [stammer], made a conscious business decision just not to participate, but because it chose not to waste their time because of historical practices and we have low bidders who come back and put in 10, 20, 30, 40 change orders just so that they can get the jobs. And, and our other contractors choose not to participate in a unfair pool such as that. That's what Councilwoman Hubbard is, is saying. Let's put a stop to that and let this be the point where we start over and show people that we are going to, uh, be fair and do honest business and stop the practice that have been in the past. No, I'm not saying you have anything to do with it. I'm asking us, as a Council, to do that.

**CHAIR DAVIS:** Okay. Before we go any further, let's get the public card in. Fane Lozman.

**PURCHASING MKANAGER MEALY:** Councilperson Davis..., may I make one last comment, is...

**COUNCILPERSON DAVIS JOHNSON:** Davis Johnson.

**PURCHASING MKANAGER MEALY:** One of the goals is, you just approved tonight was a small business coordinator for, for my office, is additional outreach to the small businesses located in Riviera Beach to encourage them about opening bids that we have. You know, as we come up with projects, it's not done in a vacuum. I would hope it's not done in a vacuum. We know en'..., enough in advance that we can be doing outreach and that's my goal, of our office, to be able to reach out, that we are in contact with the local vendors to make sure they're aware of upcoming projects. And if they need additional assistance to get their licensing or get their insurance or whatever they need to do, that we help guide them. So, I, I understand where you..., your direction you want and it's our goal to make that happen.

[Inaudible dais comment]

**MR. F. LOZMAN:** Fane Lozman. Ms. Hubbard, that was wonderfully said. Thank you for having the courage to speak the truth. But, but something that the residents of Riviera Beach are watching on television and yourself can look at to confirm what you just said, is the State Attorney's office has produced a document in the lawsuit of State of Florida v. Council..., Former Councilperson Bruce Guyton, and in this document, okay, Cedrick Thomas who's the former Councilperson now a police officer, he says specifically, on Page 8, that the Council Members met... I'm gonna, I'm gonna read it right out of his interview. It said, it said, 'Thomas continued talking about Sunshine violation stating that he's been involved in private conversations between Council Members regarding many projects, as well as private conversations regarding City budgets. We all talked [inaudible] project, I'm pretty sure there was some kind of private conversation about it.' In this document, where he said there were private conversations are emails from the following web address, Dawn Pardo at Bellsouth dot net to Cedrick Thomas at Bellsouth dot net to BUG 300 Bruce Guyton at Bellsouth dot net. They had private conversations among their personal emails regarding City projects. Okay? That is why the State Attorney has asked Pardo to come down and to talk about that but she won't come down. She has not come down to be interviewed. But the problem..., here it is, 86 pages., It's a public document where three elected officials used their personal emails to do City business. The process has been tainted. Dawn Pardo should not even participate in this mo'... She should resign until she gets criminally charged. I think she will be criminally charged just like Bruce Guyton was. You can't do public business behind closed doors. You can't be sending personal emails to other elected officials. It's all here for everybody to read. Go to the Palm Beach Sun dot net webpage and you can download the 86 pages.

**COUNCILPERSON PARDO:** So...

**MR. F. LOZMAN:** If you want, I'll pay and give you a copy of this. I'll go to Kinkos, we can all meet there and...

**COUNCILPERSON PARDO:** So, what does this...

**MR. F. LOZMAN:** ...I'll give you a copy...

**COUNCILPERSON PARDO:** ...have to do with...

**MR. F. LOZMAN:** ...where you can look at it.

**COUNCILPERSON PARDO:** ...the bid?

**MR. F. LOZMAN:** The problem is, is that Pardo, Thomas and Guyton coordinated, as it says, City projects. This is a City project to redo City bathrooms. Okay? That has been tainted, it needs to be done all over again.

[Inaudible comments]

**MR. F. LOZMAN:** Not only for the reasons that Ms. Hubbard said but for the reasons that are in this exhibit that was produced by the State Attorney's office that shows the emails... Thomas and Pardo., Thomas and Guyton aren't up., are not up there anymore but Pardo is. You know, we don't

know how far it's gone with Pardo and some of these people. It needs to be done all over again. It needs to be done, not only for the reasons you said, it needs to be done for the reasons that we have a woman who has violated...

[Beep]

**MR. F. LOZMAN:** ...the Sunshine law and here it is, all to be looked at.

[Inaudible background comment]

**CHAIR DAVIS:** Alright...

**MR. F. LOZMAN:** You will be...

**CHAIR DAVIS:** ...Mr. Lozman

**MR. F. LOZMAN:** ...criminally charged one day for...

**CHAIR DAVIS:** [Stammer]. Alright, Mr. Lozman.

**MR. F. LOZMAN:** ... what you've done.

**CHAIR DAVIS:** Thank you. That was the end of public comment. I'm gonna wait for Councilperson Davis Johnson before we decide we're gonna do what we're gonna do. Anyone got any questions or comments in regards to this Item before there's anything conducted with it?

**COUNCILPERSON HUBBARD:** If not, I'd...

**CHAIR PRO TEM MILLER-ANDERSON:** Well...

**COUNCILPERSON HUBBARD:** ...like to make a motion.

**CHAIR DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** No. I just kinda wanted to piggyback off of, um, what Ms. Hubbard stated earlier. I know this particular contractor was involved in one of the situations where there was, um, where the bid went back out because he, he was able to bid on something that he did not attend the prebid meeting and so there's been a history of controversy with, with our bidding process. And it's the process and it's not..., I mean, I'm using Ms. Davis Johnson's word but that process was flawed. And, [stammer], I don't know exactly..., when did this bid go out, Mr. Mealy? And I'm saying all that to say [pause] that when Ms. Hubbard spoke about people, other contractors and other businesses being skeptical about doing business with the City [stammer] that's true because of situations that have occurred such as this. So...

**PURCHASING MANAGER MEALY:** Exu'... Dean Mealy. May 30, 2016, the ITB was issued.

**CHAIR PRO TEM MILLER-ANDERSON:** When was it again?

**PURCHASING MANAGER MEALY:** May...

**CHAIR PRO TEM MILLER-ANDERSON:** 30<sup>th</sup>...

**PURCHASING MANAGER MEALY:** ...30<sup>th</sup>, 2016.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**PURCHASING MANAGER MEALY:** And, and, as I stated before, our goal is to make sure we have sign in sheets so when vendors are present..., I mean, I really have prided to reorganize and revamp the way we [inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** Right. And I, I know. I spoke with you previously...

**PURCHASING MANAGER MEALY:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** ...about that so I know that you're working very hard to try to correct a lot of those things, so. But, just speaking to the history and, and as to why people feel the way they do about bidding on jobs in the City of Riviera Beach, unfortunately, it has been something that has been repeated over and over. I mean, that's... But, oh, one other thing, I do wanna make it clear that those restrooms are not public restrooms. I know there's some hearsay and myths going around that those are public restrooms that we're talking about in this bid and we stated those are just for Staff. Correct? Okay.

**PURCHASING MANAGER MEALY:** [Inaudible] the Parks Director eluded too...

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**PURCHASING MANAGER MEALY:** Yes, sir..., yes,, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

**CHAIR DAVIS:** And I wanna go on record and state to Mr. Mealy, I have a great deal of respect for you since you arrived here in the City and I want you to continue doing things the way you have been doing 'em. But, on this Item, I just wanna make sure my colleagues are comfortable with..., I'm gonna support 'em on this Item and let's be comfortable moving forward. Not that I don't trust you but comfortable moving forward that this is done in a certain way and if comes back and it comes...

**PURCHASING MANAGER MEALY:** Ba'...

**CHAIR DAVIS:** ...[inaudible].

**PURCHASING MKANAGER MEALY:** Based on the comments made tonight, I feel, I feel better from a procurement standpoint that we actually rebid the Item.

**CHAIR DAVIS:** Thank you.

**COUNCILPERSON HUBBARD:** Mr. Chair?

**CHAIR DAVIS:** Yes.

**COUNCILPERSON HUBBARD:** I'd like to make a motion that we would put this Item back out for bid, please.

**CHAIR DAVIS:** Is there a second?

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**CHAIR DAVIS:** Any questions? [Pause]. Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** That motion passed with Councilperson Davis Johnson and Councilperson Pardo dissenting.

**CHAIR DAVIS:** Okay.

## **DISCUSSION AND DELIBERATION**

### **7. DISCUSSION OF CITY MANAGER, RUTH JONES CONTRACT**

**CHAIR DAVIS:** So now, let's go to Item No. 7. Which is discussion of the City Manager Ruth Jones. We'll start off with public comment. Ms. Norma Duncombe.

**UNK. AUDIENCE:** [Inaudible].

**CHAIR DAVIS:** You put one for this one?

**UNK. AUDIENCE:** [Inaudible].

**CHAIR DAVIS:** That's for the next meeting.

**UNK. AUDIENCE:** Okay. But I three, four, four, five the last time, I didn't get called.

**CHAIR DAVIS:** Okay. [Inaudible]. Is that it?

**MS. N. DUNCOME:** Norma Duncombe. I'm here to ask you to give us the information in terms of the Manager's contract. Now, based on everything that was said and has been done and said and, especially with the water, it's pretty obvious that the management at... of the City is not functioning well. The, the..., when you listen, it's almost unbelievable that we are continuing down that path without making a decision. And it does not have to be this way. I'm saying that we bring the contract, you know, out, let's give the information but we need new management. We're not moving in the direction that we should move. I look at how things are being done in this City and we are not..., things are just..., no one is on top of things. I mean, every time an issue comes up, it is the same thing over and over again and I listen to the response that are given to you, as Council Members, it just does not look well, at all.

So, you have a job to do. You were elected to do a job and I'm asking you to make a decision based on the management of this City. And, and, because, you know what, if you don't do something about your top people, then you are not gonna get what you need to get from the other..., from your department heads. And many times when they come up here, I'm trying to figure out, 'Well, who's in charge of them?' So, we need you to put that contract on the table and just move and do what you have to do in terms of that contract. And, when was the last time it was renewed? I mean, [stammer] what's the status of it? We need to know everything, Mr. Chair and then move on from there.

I'm just..., I've been here all my life and I am ju'..., I [stammer] and rather than moving forward, we are..., we're trying to move backwards and I think we can do better than what we're doing. So, put the contract on the table, let's make a decision, let's get some, let's get some information that we need to get in order for you to make a very good decision. Right now, tonight.

**CHAIR DAVIS:** Thank you. Ms. Bessie Brown.

[Inaudible audience comments]

**CHAIR DAVIS:** Yes, ma'am.

**MS. B. BROWN:** Good evening. Bessie Brown, Brown, Riviera Beach.

**CHAIR DAVIS:** Good evening.

**MS. B. BROWN:** I just have [sigh], oh, what I have to say is that you have an amendment. I guess..., I'm not even sure if it was in the backup but the amendment said, the Amendment to Employment Agreement. This is just a partial of the actual Employment Agreement. Now, I hope that you all have the rest of this..., of the, uh, Employment Agreement because this doesn't say anything, I mean, other than, we..., she just got..., they was redoing it in, in December and nothing else really. And then [chuckle], and then they talked about the, uh, FR..., FRS 457 Plan and, um, you know, that they were settin' up for her. But, but I have a question, this is a question I would like..., I hope that you could answer is, it reads in here that the City bought five years for her. I just wanted to know, does

sh'.., because of the FRS and if.., and, and I'm just asking, did she buy the.., she had an option to buy an additional one. I just wanted to know if she did buy it. [Pause]. And, um, but, but, but according to this, this is really not a contract. The only thing on.., in here, it's not even enough to say if you terminate her or anything else, [inaudible] that she has how many days, none of that is in here. So, it doesn't seem like a complete, uh, Employment Agreement.

**CHAIR DAVIS:** Ms. Mami Kisner. Thank you, Ms. Brown.

**MS. M. KISNER:** Good evening again, Mayor and Council.

**MAYOR MASTERS:** Good evening.

**MS. M. KISNER:** Mami Kisner. These are comments that I received from residents of the City and listen to them closely. These are the people who elected you to represent them and to be leaders in this City to make tough dec'.., decisions. This City is in a State of Emergency. Not just our water, which we cannot drink, but because our City is not being run properly. You must make a hard decision on getting us back on track so that this City will operate for the citizens of this City. You need to make a hard decision tonight. If the residents are saying that they don't feel that the leadership is here, then what confidence do they have if you don't do the right thing? We had a rogue Utility Director operating on his own who reported directly to the City Manager. He was taking Fridays off because she gave him those days off. My question, were they vacation days or were they days that she gave him and why would you give a Utility Director days off when you have a Utility Department falling apart? Evaluations, haven't been done since 2009. As a leader in this City, evaluations should be done and should be required by the head of your City. That is standard operating in business.

What is not and was not being done. How can you go for three years with 27 wells in the City providing water and 10 of them have been down for the last three years? I know that the City Manager knew about this in 2014. On December the 19<sup>th</sup>, after several tries, I asked the City Manager to meet with me and I sat down with a written document and said to her, 'Who does the Utility Director report to? Where is his evaluations? Are you aware of these issues that are happening in this community?' And not only did I sit down with her on December the 19<sup>th</sup> of 2014, I have been at many Utility District meetings and many Council meetings crying for the people who cannot be here. We expect you to do the job that the people elected you for. And, although it may be hard, sometimes businesses, municipalities have to make hard choices. You need to get this City back on track. The people...

[Beep]

**MS. M. KISNER:** ...deserve it, they have earned it and they elected you to do the job to manage this City with their money.

Thank you.

**CHAIR DAVIS:** Thank you. Ms. Tina White.

**MS. T. WHITE:** Good evening. Tina White, 808 West 1<sup>st</sup> Street.

**CHAIR DAVIS:** Good evening.



**MS. T. WHITE:** A resident now for the last 12 years, homestead property owner. I am asking you tonight., Ms. Johnson, you said that you wanted us to allow you to lead and, as my District representative, I'm asking you as that leader, to vote the City Manager out to tonight, to terminate her without., with cause and without any more compensation of the taxpayers' dollars. You have sufficient evidence from the audit of 2015 in which there was \$800,000 spent by the Marina Department, the City Manager did not have any approval of the City Council for that expenditure and no one was reprimanded or fired for that expenditure of \$800,000 of the City taxpayers' monies.

Ms. Jones have known, through documents that Ms. Miller and I acquired under public records, within one week after the media broke the story about the water, she has known since November, 2010 that our water was contaminated. In all of those years, from 2010 until 2016 has she ever disclosed that information? She concealed information, in my opinion, so that she could continue to get contracts that we rewarded her and she continued to earn money under concealment knowing that if these., this information was public, it would be shown that she had no concept of what her responsibility was. Ms. Jones like to say that, 'I rely on my managers.' Well, you can't rely on your managers if you don't even know what you are relying upon. She has a duty to know what it is that must be complied with in all departments and she cannot take, 'I don't know approach because I didn't ask the questions.' Ms. Jones have met with the Utility Director for once a week since December, 2010 when he came aboard until Dec'., until he was terminated at the demand of the public and the Council. Ms. Jones knew in January about the last violations. She did not reprimand him, she did not reprimand any other superintendents of water and, uh, and sewer, still have not reprimanded them, she did not fire anyone. Ms. Jones is not a leader. And when you have no one leading, you must get rid of that person and put in a real leader. I have no confidence in Ms. Jones and I'm asking the Council to fire her with cause, do not give her any more of our taxpayers' dollars and that tonight she should be escorted out by the police at the end of the co'., uh, the meeting and then the Attorney should be seeking...

[Beep]

**MS. T. WHITE:** ...the State Attorney to investigate the cover up that has been concealed by Ms. Jones, Pam Ryan and the Utility Director.

Thank you.

**CHAIR DAVIS:** Okay. Mr. Tommy Walker.

[Inaudible background comment]

**CHAIR DAVIS:** Okay. Margaret... Oh.

**MR. T. WALKER:** Tommy Walker, 1582 West 9<sup>th</sup> Street. Good evening, Mr. Mayor, Chair, Council.

**CHAIR DAVIS:** Good evening.

**MR. T. WALKER:** This is obvious. The relationship between the City Manager and the people is fractured. We no longer have confidence in it. As I sat back for the whole last year and evaluated polic'., policies that's been implemented, I am one to say somebody gotta make a motion. We gotta

bring this to the table tonight and, as Ms. White said, we have got to terminate her, for cause. We can't.., we can't keep kicking this can down the road like we always do. I ain't gonna sit up here, I am not gonna sit up here and tell ya all the things. It's just one thing, it's a \$40,000,000 question to me. The \$30,000,000 that we spent at the Marina and the \$10,000,000 we took out our stormwater, to buy that building over there. That's 40,000,000 reasons for me right there.

I'mma throw in, as a Staff Sergeant in the United States Army, as a squad leader or platoon leader, a platoon sergeant, I'm responsible for anything that goes on in my platoon. I'm responsible for their wellbeing, I'm responsible for their education, whatever they do or don't do. [Pause]. It's the same way in business. You can't just say, 'I gave that to him.' If you do say you gave that to him, then you gotta have.., you gotta take responsibility for everything that him did. Or him didn't do. So, we' not gonna kick this can... We gotta move forward. We don't have.., I looked at the contract, I think it was somethin' back in the December, 2017, we gotta move the City forward now. The leadership has been broken, it's fractured. It's too little, too late. There is nothing we could do about this, we need to go ahead on, somebody make that motion and see what we can get done. With cause. We ain't.., we're not, we're not paying anybody any more money. If we ca'.., if we have to pay her some money, then pay her. I really don't want you to pay her.

[Inaudible audience comment]

**MR. T. WALKER:** ...but she got's to G-O.

[Inaudible audience comment]

**MR. T. WALKER:** Listen to me. It's n'.., and, Ms. Jones, this is not business, this is personal. It's personal because of my water. We didn't, we didn't fix our water but we spent \$30,000,000 on the Marina. We coulda took \$30,000,000 that we...

[Beep]

**MR. T. WALKER:** ...spent on the Marina and fixed our water.

[Inaudible audience comment]

[Gavel]

**CHAIR DAVIS:** Alright.

[Clapping]

**CHAIR DAVIS:** Ms. Margaret Shepherd.

**MS. M. SHEPHERD:** Margaret Shepherd, Riviera Beach. I think though, Mr. Chair, before you, um, or before you all decide what you're going to do, shoulda been a presentation because now the public is looking, some that don't watch Channel 18, some that do not come to the City, don't have a clear understanding of the contract. I thought Ms. Jones had a couple more years on the contract. Maybe, um, I'm not clear but I think that when she was given the, what, month off for whatever, if you wanted to terminate her, why didn't you terminate her then? Why do you allow her to go, take the month off,

then bring her back and then say, 'Hey, I don't need you anymore.' Is the contract due? That's the question I wanna know? Is it due, Mr. Chair? Is it due? If it's not due, the presentation should have came to the City to allow the people to know... Bec'..., people call me. I, I didn't know. My thing is that, if you're gonna do this., because now we're gettin' ready to go do what? A national search. Then, when you get somebody else in, you're not happy with them. At least allow the public why do you wanna terminate the contract. Other than what I heard. And, and I know when Bill Wilkins was here, and he sat right here, Bill never answered a blundering word. And there was some things worse than what's going on now. So whattya wanna do? And the.., some of the people that stand right here, are some of the ones that done things worse than what she done.

If you want her to go, goodbye. Do things right. I think someone said process. You just do on a hard whim of what you want to do. Some things are good. If she got to go, it'd be my first to say goodbye. But allow the public to know what you're doing. Don't let it just pop out, go the caterpillar, but allow the public to know. No one seem' to know and I couldn't explain it. But I think that we need to know detail by detail by de'... Other than what happened over at the Marina, with this, this guy because sure as my name Margaret, you're gonna bring somebody else in and there it goes again. You have to be clear on what you want and when you want it because they all come in very good, very nice, take our money and then what do they do? Tell us to take a leap. Let's be clear to the public...

[Beep]

**MS. M. SHEPHERD:** ...what you want.

Thank you.

**CHAIR DAVIS:** Thank you, Ms. Shepherd. Mr. Lozman and then Willis Williams.

**MR. F. LOZMAN:** Fane Lozman. Ms. Shepherd, I don't know where you were last week but Michael Brown prepared a wonderful report that cost the City \$50,000 and in that report, he said Riviera Beach is like a plane and no one is flying it and that, ultimately, the responsibility comes down to the CEO. As a former military pilot, I really liked that analogy, we're on a plane that nobody's flying. She is the CEO of that plane. The largest.., the biggest water scandal in Palm Beach [chuckle] County history, is probably the one in Riviera Beach. Because she was aware in 2011, when the OIG did the report, that there was a problem with the disinfectant system and there was an argument, should it be chlorine gas or should it be liquid bleach? Okay? That's five years ago. And during that time, fines have been paid, uh, consent orders., all kinds of stuff has been going on with contaminated water. We disinfect it., in some parts of the City with 0.00. Now, it came out that we had areas in the City that had 400% chloroform levels. So, that's four times what it should be but a normal adult, it wouldn't impact them but if you were a very young child, an infant, or maybe you were a disabled person, or maybe you were an elderly citizen, you could've had real distress, maybe it'd even killed you and we haven't figured that out yet.

She was.., it was her responsibility to notify people that we had these elevated levels so they would know, 'You know something, I'm not gonna drink the water. My health isn't good. I have some kind of disease.' She didn't do that. I personally think that this.., the Mayor, should've gone to the Florida Department of Law Enforcement and say, 'We need an investigation to see that any resident's

passed away with these elevated bacteria counts that had compromised immune systems.' I think it's a much bigger deal than you think it is but, as you know, finally you've come around to it. You've declared a State of Emergency and I congratulate you for that because, as that sign says, the best City to live. You show me one other city in Palm Beach County that has a State of Emergency for their water. This is a very, very big deal. She was responsible for that water director and what did she do? Nothing. She just makes up excuses. She knew in early February about the big fine and yet, she said, 'Well, I couldn't tell you cause there wasn't a Utility District meeting held.' KaShamba Miller pointed, 'Yes, there was. There was a one a week later.' You caught her in a red-handed lie when she failed to inform the final policymakers, yourself.

This is what I think you should do today, I think you should terminate her, escort her to her office, have her take all her things out of there and then the Mayor say we need to determine that any residents..., were any residents, elderly, disabled or youngsters killed as a result of drinking this disgusting, contaminated water? But we need a leadership change. The voters have made a leadership change. They brought in Lynne Hubbard, they brought in KaShamba Miller, they brought in Tonya Davis. They brought in people to make the change, now you're tasked with making a management change based on Michael Brown's report. Read the report.

[Beep]

**MR. F. LOZMAN:** He says it all in it.

**MR. W. WILLIAMS:** Good evening. Willis Williams, Riviera Beach. Let's talk about procedures. There's no way in the world this City coulda ran all these years without procedures being in place and for you guys to sit here and think procedures weren't in place, you're crazy. They wa'n't followed. It's just that simple. Six months ago I talked about those [inaudible] poles that you had, Mr. Guyton..., Mr. Gagnon that talk about tonight, I brought that to your attention. I'm gonna bring another thing to your attention tonight. Mrs. Jones say' she don't throw her employees under the bus. Some of 'em shoulda been run over by the bus.

[Laughter]

**MR. W. WILLIAMS:** But she didn't do a thing about it. So now we're sititn' here, not wantin' to pay Michael Brown because guarantee you there's gonna be some other issues that's gonna come up in this Water District that's gonna be devastating to this City and it's gonna be on the backs of young people that we're gonna be raising up behind us, that's gonna have to suffer through that cause factor. We'll never get done not paying high water bills in this town. We'll never get done. Ms. Jones has..., I have no confidence in her. You know how long I've been around this table. I don' circled the wagon a long time ago. You know how my feelings are. The people who I represent feel the same way I do. I don't just..., and I don't come up here and tell you about the, the people in Riviera Beach 'cause I've been in this town and kicking this can since the 60's, when the City Hall was sittin' on Avenue E. So this stuff ain't new to me. I remember when we had an, a, a, an attorney up there that slept all night, Everrod [sp] and got paid.

So, we need to stop this foolishness. [Stammer] you guys were elected to make a change in this Town. Let's make a change. Let's do what's right. Because if you don't make the change, I guarantee ya, I'll be the frontrunner on the frontline gettin' rid of you come next time it's time for you to

run. I want you to understand that. Wheelchair and all. So, as Martin Lawrence say, 'It's time to get to steppin'.'

**CHAIR DAVIS:** That'll be the end of public comment card. So, Vice Chair or City Manager. You got something you wanna say?

**CITY MANAGER JONES:** Thank you, Mr. Chair and the Members of Council for providing me the opportunity to address the Final Report regarding the Riviera Beach Utility Special District and water violations.

The basic need for safe and clean water is essential to life, health and safety. The citizens of Riviera Beach, businesses and visitors are entitled to the highest quality of water and the disposal of waste. The Final Report was delivered to me on Friday, August the 16<sup>th</sup>..., September 16<sup>th</sup>, I'm sorry. Last Wednesday I retained counsel to assist me in reviewing the various findings contained in the report. My counsel's, Attorney Grasford Smith who is a litigation att'..., partner with the law firm of Jones, Foster, Johnston & Stubbs. I will state here, unequivocally that consistent with the reports finding..., now, this is what was in the report, I had limited knowledge of ongoing violations concerning the District's drinking water. In fact, during the numerous regular meetings with the Former Executive Director Louis Aurigemma, I asked Mr. Aurigemma whether we were doing what was necessary to ensure that the drinking water was safe. In response, he assured that all steps were being taken to ensure water safety. Just like any other CEO and Board Member, I expect licensed professionals to act according to the standards that go along with the privilege to hold the license and to be responsible. I trusted the information coming from the Executive Director and the District Staff. When I became aware in 2014 and '15 of any violations concerning the drinking water, I acted swiftly to meet with the Former Director who is a licensed engineer to request the immediate corrective action to address any potential problems with the water. After all, as a resident of the City of Riviera Beach and a daily consumer of the water, I certainly did not want to be placed in a position where my health, the residents' health or the visitors' health was in safet'..., was in jeopardy and not safe.

As you may recall from the Utility District budget meeting for fiscal year '16, I included a financial adjustment for the Board. In my memorandum to the Board, I advised that during this year, much discussion and deliberation would be needed to address the many critical infrastructure improvements that are outlined in the Utility District water and wastewater Master Plan and more time would be required of the Board due to the level of work needed to address the critical issues at the Utility District. With the Capital Improvement Plan, there must be funding available and a funding strategy to address these issues. I have worked with the Finance Director and the Utility District Staff to formulate the strategy for over 18 months. The Board approved refinancing the Utility District bonds from 2004 in an effort to improve the District's financial position. This year, approval was provided by the Utility Board to allow for Staff to seek bond financing to address the first phase of the Capital Improvement Plan and address the issues in the Utility District. Just as I was forthcoming with Mr. Brown in his interview for the report, I will answer any question posed to me to the best of my recollection.

I take the discharge of my duties seriously. I would be hopeful that any final decision would not impugn my name, my character or my integrity that I have worked very hard in 46 years of employment. Good things have been accomplished in my tenure with the City of Riviera Beach and I ask that you look at the record as a whole. Please are saying that things are worse but everybody

doesn't view us that way. There have been several accomplishments since I have been here. The unemployment rate is down, we have created relationships with the county, with the Business Development Board, even with Tallahassee that now is giving us appropriations that they had never given us prior to my tenure here. In [stammer], from 2010 to 2014, a total of 122 jobs were created within the Riviera Beach enterprise zone of 3.72 miles. Using this data, the Department of Economic Sustainability ran an economic impact analysis which resulted an estimated economic impact of \$25,000,000. We have completed the Marina, floating docks, as well as working to complete the Uplands. This is a project that I understand, understand had been talked about for 25 years in the City of Riviera Beach but it actually came to fruition under my tenure. We have received \$2.3M in state appropriations, as I mentioned. Why? Because Tallahassee now has confidence that we will use the funds, the county had confidence that we would use the grant in order to do what we needed to do on a trajectory for a greater project and future of the City of Riviera Beach. We were able to take \$5,000,000 from the county and leverage it into \$13,000,000. There are numerous other things that I could talk about when we look at our credit rating.

When I got here, the credit rating was a B+. Just two weeks ago when we did the Utility bonds, both Fitch and Standard & Poor's rated us an A+, you don't get there by not having good policies and procedures and by not doing good financial management. When we look at the things that have taken place, I could go on but I will not take up any time with that. All I ask is that you be fair. I don't ask you not to make a change but I ask you to be fair because my name, my character and my integrity is a part of this.

Thank you.

**CHAIR DAVIS:** Before we...

[Applause]

**CHAIR DAVIS:** ...go..., before we go to... I see your attorney wants to [inaudible] but I just wanna ask you a question, Ms. Jones, upon your speech, are you resigning?

**CITY MANAGER JONES:** No, sir.

**CHAIR DAVIS:** Okay. Okay. Please state your name for the record, sir.

**MR. G. SMITH:** Good evening, Council. My name is Grasford Smith, I'm a litigation partner with the law firm Jones, Foster.

Just this past Wednesday, Ms. Jones came to my office to retain my services and the first thing she said to me was, and she said it here today, that she wants to clear her name. And we all know how important it is to have your name mean something. And that s'..., and it means something to Ms. Jones, I know that for a fact. I came here last Wednesday with you all, I sat through the commission meeting 'til, I believe, 11:59 p.m. I was surprised you went that late. And, I listened to the Final Report presented by Mr. Michael Brown, who is still here in the audience. I took copious notes. Everything he said that was of any import, I took. I wanna point out a few very, very, very important things that Mr. Brown stated that's highly relevant to Ms. Jones' situation. At 10:03 p.m., specifically, Mr. Brown acknowledged his report's finding on Page 5 that Ms. Jones was a part of a group of individuals that had, as she put it, limited knowledge. That's coming straight from Page 5 of Mr.

Brown's report, that's 10:03. At 10:10 p.m., and this is even more critical, Mr. Brown acknowledged that Ms. Jones was, the word he used, quote, forthcoming when he interviewed her. Someone that doesn't have anything to lie is gonna be forthcoming. That's what Mr. Brown said at 10:10 p.m. At 10:34 p.m., Mr. Brown stated that the Former Utility Director concealed violations from the City Manager, Ms., Ms. Jones, that she had information concealed, that's the word he used, from her. And, and then after he said it at 10:34 p.m., three additional times I counted, he used the word concealed as it relates to information that was not provided to the City Manager. That's 10:34.

Thereafter, Mr. Brown stated at 10:47 that there needs to be a significant overhaul of the processese at the District and you've heard the residents, I don't think anybody disagrees with the fact that there needs to be significant overhaul of the processese. That, that's clear. At 10:30'.., actually, 10:59, Mr. Brown stated that all the Councilperson's name appeared on certain documents, however, he wasn't gonna hold Councilpersons to, to basically a standard of, 'should've known.' And I understand that. And then Mr. Brown made an anal'.., an analogy about a plane and the plane being, I think, uh, Mr. Davis wanted to know, well, who was, who was the pilot of this plane, in your analogy. Do you remember that? And, Mr. Brown said that the pip'.., the pilot is the Utility Director. And again, this is the same person that, he stated at least four different times, concealed information from Ms. Jones. At least four separate times.

Notwithstanding all of that concealment that we know has been acknowledged in the report, Ms. Jones have already been suspended, as I understand it, without pay, without pay for 30 days. I think we all need to be very, very careful of the precedent that we set when we say that somebody could have information, by your own report, that's been concealed from them and now we're gonna sit here and hold them responsible for that. We need to be very careful about that.

Now, I've, I've spoken to Attorney Degraffenreidt, I've submitted very reasonable terms that are contained in the contract. I have the contract. I know some folks do not, I have it, I've read it, I understand it. A, a for cause termination requires specific findings. I think, based on the report that you all have commissioned and the statements from the author of that report, there's absolutely zero basis legally to terminate her without.., with cause, rather. No basis. Therefore, it has to be, if you're gonna move in a different direction, it has to be without cause and she's entitled to what the contract states and to recognize her years of service. I, I'm here to support her and if, if we need to take other actions thereafter, we'll do that but I, I, I have confidence, you know, that I've, I've stated reasonable terms that I stated with Mr. Degraffenreidt and that we could reach an amicable resolution.

Thank you.

**CHAIR DAVIS:** Before I go to my colleagues, I usually wait but I wanna make sure we set the tone for the rest of this meeting and I thank you for your comments.

**MR. G. SMITH:** Thank you.

**CHAIR DAVIS:** I never seen such a tone as [stammer] an invite to be fi'.., terminated. If you're gonna resign, you and your client can discuss resigning because I don't want the public to understand that we're leading the charge on the firing when there's been no discussion in a public meeting. So, we gotta be careful with that. So, if you're uncomfortable and you feel a tone of the issue, it's only fair that you resign and negotiate with the City Attorney some agreement on how you wanna move forward

and how you wanna be compensated. And that can be suggested and we can protect her name, we can protect the City's name and we don't need to waste our time no more further in this meeting.

**MR. G. SMITH:** Well, she's not, she's not here to resign. I think she's already stated that.

**CHAIR DAVIS:** Well, I'm just settin' the tone because, if someone's watching this meeting, the question they will ask is, 'Who made a motion to fire her? Who made a., who put it on the Agenda discussing termination?' That was not discussed at no public meeting. So all I'm saying is, let's set the tone correctly.

**MR. G. SMITH:** Mhmm.

**CHAIR DAVIS:** Now, if you're gonna resign, then resign. Okay? But do not set the tone because it doesn't look good on us because we're having a discussion about Ms. Jones. It didn't say what's gonna happen. Now, if you're gonna resign, please do so.

**UNK:** [Inaudible] a contract.

**CHAIR DAVIS:** Now, is that's something you wanna reconsider, Ms. Jones?

**CITY MANAGER JONES:** Well, no. The issue was...

**UNK:** [Inaudible].

**CITY MANAGER JONES:** ...the contract. And the contract says Employment Arrangement.

**CHAIR DAVIS:** I know but your...

**CITY MANAGER JONES:** And so, that's why people were asking and I said what is on the Agenda...

**CHAIR DAVIS:** Okay.

**CITY MANAGER JONES:** ...is the contract.

**CHAIR DAVIS:** Okay. I just wanna be clear to the public at home.

**CITY MANAGER JONES:** Is the contract.

**CHAIR DAVIS:** Okay. Alright.

**MR. G. SMITH:** Thanks for that clarification. That's, that's correct.

**CHAIR DAVIS:** Thank you, sir.

**MR. G. SMITH:** Thank you.

**CHAIR DAVIS:** Wanna start, any of my colleagues from the Board, in discussion? Council or Mayor or Vice Chair?



**CHAIR PRO TEM MILLER-ANDERSON:** You want me to go?

[Inaudible dais comment]

**MAYOR MASTERS:** Mr. Attorney Degraffenreidt, what are the legal [pause]. I heard the Attorney, what was your name again?

**MR. G. SMITH:** Grasford Smith.

**MAYOR MASTERS:** Mr. Smith. I, I heard you in the office. I was looking, uh, viewing your presentation while eating cause I was hungry, after a certain time I have to eat a little bit. But I heard everything you said. But, my question is, Mr. Attorney Degraffenreidt, you are our attorney...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir..

**MAYOR MASTERS:** You represent the City. Have you heard anything tonight that gives a legal [pause] basis or is there any legal, um, reasoning for [pause] with cause?

**CITY ATTORNEY DEGRAFFENREIDT:** Let me preface my comments with...

**CHAIR PRO TEM MILLER-ANDERSON:** We need a microphone.

**CITY ATTORNEY DEGRAFFENREIDT:** ...up until this...

**CHAIR DAVIS:** Please [inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** Up until this point in the meeting, I am aware that the issue of the City Manager's contract has been placed on the Agenda for discussion. I have not heard any deliberations or discussions or anything that has been designed as part of a deliberate decision making process that would infrastructure the decision based on cause or without cause.

**MAYOR MASTERS:** Mr. Degraffenreidt.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes?

**MAYOR MASTERS:** What are the..., or what is or what are, whatever one you wanna take, the legal grounds for with cause?

**CITY ATTORNEY DEGRAFFENREIDT:** Okay.

**MAYOR MASTERS:** He said he met with you and you all worked out something but I [stammer]...

**CITY ATTORNEY DEGRAFFENREIDT:** No. We didn't work out anything. [Chuckle]. We just...

**MAYOR MASTERS:** Alright. But I need...

**CITY ATTORNEY DEGRAFFENREIDT:** ...were discussing some possibilities as two lawyers trying to deal...

**MAYOR MASTERS:** Right. But this...

**CITY ATTORNEY DEGRAFFENREIDT:** ...with something that was speculative at the time we were discussing it.

**MAYOR MASTERS:** But just tell me tonight, what is the legal...

**CITY ATTORNEY DEGRAFFENREIDT:** Just cause is defined as follows.

**MAYOR MASTERS:** Please, slow. I wanna make sure I hear you clearly, so...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir.

**MAYOR MASTERS:** ...go ahead. Stay in the mic, sir.

**CITY ATTORNEY DEGRAFFENREIDT:** Just cause is defined as follows: Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities, conviction or a plea of guilty or no contest to a misdemeanor or felony crime whether or not adjudication is withheld, neglect of duty including the inability or unwillingness to properly discharge the responsibilities of office, violation of any substantive City policy, rule or regulation which would subject any other City employee to termination, the commission of any fraudulent act against the interest of the City, the commission of any act which involves moral turpitude or which causes the City disrepute, violation of the International City, County Management Associate Code of Ethics. I've reviewed, that's so general I don't think you're gonna be able to find anything there. Any other act of a similar nature of the same or greater seriousness. And that references the seven previously items that I've outlined.

Those are the specific indicators for just cause as set forth in the Agreement.

**CHAIR DAVIS:** Excuse me, Mayor.

**CITY ATTORNEY DEGRAFFENREIDT:** The Agreement also has a termination date of December 2, 2017. That would be next year.

**MAYOR MASTERS:** Thank you.

**CHAIR DAVIS:** Excuse me, Mayor. I need to make a correction. Vice Chair had..., asked for this item, I wanna start with her then we'll go back to you.

**MAYOR MASTERS:** No. Wait a minute. Hold...

**CHAIR PRO TEM MILLER-ANDERSON:** No. That's, no...

**CHAIR DAVIS:** It's fine?

**MAYOR MASTERS:** Mr. Chair, how you gonna do that?

**CHAIR PRO TEM MILLER-ANDERSON:** It, it's fine.

**MAYOR MASTERS:** You..., how you [stammer]. I was talking.

**CHAIR DAVIS:** Listen. It's done. It's going back to you.

**MAYOR MASTERS:** Well, well, hold on. Thank you. Now...

**CHAIR DAVIS:** It's..., like I stated, I wanted to make a correction and then she said cool. Now we're back to you. Don't, don't...

[Inaudible dais comments]

**CHAIR PRO TEM MILLER-ANDERSON:** Well, can I just ask for, just for the record, the definitions of some of these words that are in the contract? I know a lot of peop'..., they're in there but people may not exactly know what they mean. So, for like, the first point. The malfeasance, misfeasance and nonfeasance. And Mayor, when you get your thoughts together then you jump right back in, alright? And then also, disrepute. [Pause]. Number one and six.

**CITY ATTORNEY DEGRAFFENREIDT:** Number one and number six. Okay.

[Pause].

**CHAIR PRO TEM MILLER-ANDERSON:** You see, the just cause..., number one item?

**CITY ATTORNEY DEGRAFFENREIDT:** Oh, yes. The...

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** ...misfeasance, malfeasance or nonfeasance. I..., it generally addresses the totality of the scope of the City Manager's duties and there has to be a direct and specific finding that she either, uh, did not do it, did it improperly or did it negligently.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. And then disrepute.

**CITY ATTORNEY DEGRAFFENREIDT:** Disrepute is just a general term that means that subjects to negative implications or negative inference from the actions taken.

**CHAIR PRO TEM MILLER-ANDERSON:** On the..., on..., that reflect on the City?

**CITY ATTORNEY DEGRAFFENREIDT:** Yes. Yes, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** So, a negative image reflected on the City?

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. You ready?

**CITY ATTORNEY DEGRAFFENREIDT:** Okay.

**MAYOR MASTERS:** Yeah. I was, I was ready before. I don't know...

**CITY ATTORNEY DEGRAFFENREIDT:** I would be...

**MAYOR MASTERS:** ...what happened.

**CITY ATTORNEY DEGRAFFENREIDT:** ...remiss in not [pause] mentioning to you some of the legal ramifications that impact the termination of public employees generally and chief executives, in particular. While it is indisputable in your contract, that Ms. Jones is an at will employee and can be terminated for reasons defined or no reason at all, at your pleasure. Under the concepts of due process, public employees do have what is called a liberty interest. And that liberty interest is to after their employment here, be employed in other places of their choosing without damage or imputation to their reputation. What is required in that instance is if there is a specific finding of cause by the Board tonight that Ms. Jones be given an opportunity through Council to challenge those findings of cause. While I'm speaking to you on the impact of the contract, I would need to advise you of these three things. The contract provides one, that a termination without cause can occur if there's 90 days notice given to Ms. Jones. If Ms. Jones is given that 90 days notice, she's permitted to work for that three month period and, at the end of that time period, no severance is due. Alternatively, you can fire her with cause and ask her to immediately leave, or leave within a period of 30 days, not give her that 90 days notice but, should you do that, the contract requires that that type of termination be treated as one without cause that triggers all of the severance provisions of the contract. The final one is to terminate her for cause with the requisite factual findings of record and the opportunity to her..., to fairly challenge those findings factually.

**COUNCILPERSON HUBBARD:** Mr. Chair? Oh.

**MAYOR MASTERS:** Well...

[Inaudible dais comments]

**MAYOR MASTERS:** [Stammer] am I...

**CHAIR DAVIS:** Vice Chair, are you done?

**CHAIR PRO TEM MILLER-ANDERSON:** No. He had..., I...

**CHAIR DAVIS:** No. I let you ask and go..., we gonna go... Are you complete so we can go back to the Mayor before we go to Hubbard.

**CHAIR PRO TEM MILLER-ANDERSON:** I just wanted to know about...

**CHAIR DAVIS:** Oh, so you're done?

**CHAIR PRO TEM MILLER-ANDERSON:** ...the definitions. I'm not done, I just wanted..., I just jumped in to get the definitions and I told him he could finish. Now, if he's...

**MAYOR MASTERS:** Cause you said excuse me.

**CHAIR PRO TEM MILLER-ANDERSON:** ...finished, then I can go.

**CHAIR DAVIS:** Well...

**MAYOR MASTERS:** And you stopped me.

**CHAIR PRO TEM MILLER-ANDERSON:** Are you finished or...

**CHAIR DAVIS:** [Inaudible].

**MAYOR MASTERS:** I just have one question.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**MAYOR MASTERS:** I...

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**MAYOR MASTERS:** I wanna...

**CHAIR DAVIS:** Go ahead, Mayor.

**MAYOR MASTERS:** ...say this without being...

**CHAIR DAVIS:** Go ahead.

**MAYOR MASTERS:** ...excused again. As the Attorney...

**CHAIR DAVIS:** Don't play with me.

**MAYOR MASTERS:** ...of... Don't play with me either. As the Attorney, of the City, do you have a recommendation as to cause [stammer] cause you said a whole lot and I'm not for sure if I understood half of what you said. To be honest. Um, because you are an attorney and I'm not so I'm not trying to figure out everything but, on my limited knowledge of what you were saying, whatever that was, do you have a recommendation to, to state as far as what do you recommend legally is the best approach if this was to come to that point tonight? That's my question.

Thank you.

**CHAIR DAVIS:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** My recommendation would be to have the Board determine someone to represent it in negotiations, along with me, and the City Manager as well as her legal counsel to see if we could structure something that would be mutually beneficial and palatable both for the Board and the public in terms of resolving the current employment relationship. That would be my recommendation.

**MAYOR MASTERS:** Thank you, Mr. Attorney. Thank you, Mr. Chairman.

**CHAIR DAVIS:** Councilperson Hubbard.

**COUNCILPERSON HUBBARD:** Mrs. Johnson..., I mean, Miller-Anderson was still on the floor.

**CHAIR DAVIS:** Miller-Anderson.

**CHAIR PRO TEM MILLER-ANDERSON:** Do you want me to go?

**CHAIR DAVIS:** Go ahead.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Well, I, I was one..., I was the person that did ask for it to be put on the Agenda in, in light of several reasons. We received a whole number of new information that has come out over the last few months. We've learned more from, um, from the Staff members in terms of how the water has been performing or how we've been receiving these different notices, even through the month of June, if I'm not mistaken. And I, I do recall Mr. Beaudet or U.S. Water saying that we had some that came even as recent as June and we..., when this first came out and I, I wanna take a few people back. It first came out in April and I, I did a presentation. Ms. Shepherd, I know, mentioned about presentation. A presentation was done back at the beginning of May around the time in which Ms. Davis Johnson made the motion to give Ms. Jones the 30 day suspension. Um, and at that time, it was..., the information came out because of the news reporter contacting the Council. And that was April 21<sup>st</sup>. Now, we had several fact finding meetings. We had a number of Special Utility District meetings and, after that, that's when, I guess, we brought in Mr. Brown. We have since brought in U.S. Water. So, there's a lot that has happened since the end of April when this first came to light because of the news reporters. Back then, I did mention that there was a memo dated, um, from April 26<sup>th</sup> from Ms. Ryan, our former Attorney and it advised that on, at least, one occasion, if not more, dating back to an email from January 11, 2016, several people knew then. And I do understand that in some of the re'..., evidence and the reports and Ms. Jones admitted that she had limited knowledge but, as of January 11<sup>th</sup>, she knew. And, I said this then, it did not come up until the end of April.

So, to say that you had limited knowledge, okay, I'll, I'll, I'll go with that until January but in January, she did know and it was not disclosed to us until the end of April. And, of course, I, you know, Ms. Jones and I have had a really good relationship and so sh'..., this is certainly not..., I would never say anything to, you know, discredit her character, her integrity, anything of that nature. I want to stick to facts and facts only and that is what I intend to do in terms of explaining my, my thought on things.

Mr. Aurigemma was terminated, again, after the news broke the story. So, and that was, what, the..., at the beginning of May, somewhere mid-May but again, they knew the middle of January. The, um, date of February 17<sup>th</sup>, we had a meeting, I think, on February 17<sup>th</sup> and [pause] because she learnt about it January 11<sup>th</sup>, the check that was written for the \$10,000 was written out February 11<sup>th</sup> and then the Council met on February 17<sup>th</sup> and it was not mentioned during that meeting that there was an issue. Now, I know Ms. Jones spoke a few minutes ago about the, the way the stipend came about and I do recall from that meeting back in September of, what, 2015, I believe, and the memo did state that we have a, a lot of things coming down the pipe, we're gonna need to meet and, you know, this is the justification for having the additional monies. Since September, 2015, I have consistently brought up the fact that the meetings, one, most of the time were being cancelled, in between that time from September to around April, right when the story broke, between those times, the meetings were cancelled almost every month, if not every other month. And, I would, I would consistently say,

'Why is this stipend being paid when we're not even meeting? I thought we had a lot of business to tend to.' The business was never making it on the Agenda. Even when we did have meetings, I consistently said the meetings were only lasting 30 minutes to an hour. Every meeting, I said, 'Well, gosh, I mean, would...', and I'm not gonna say, I'm, I was not, I have not taken the stipend, still not taken a stipend. But the point was, we were meeting for 30 minutes or an hour at most and if we had so much business to attend to, it should've come out then. We should've had those meetings so short. And it never came out. Again, it never came out until after the news reported it.

And again, Mr. Aurigemma was not fired or reprimanded until May. Now, being that all of this is going back over several years, I don't see where..., I didn't see where he was written up. I think I inquired over time, what was, um, any type of reprimands that was given. I think it was mentioned earlier that even between May and now, I have not heard of any other people being reprimanded for any of the things that they were participated in, the involvement of this. Also, I know the assistant director, he resigned. But again, none of this came up until the news broke it.

With the [pause], so from, from that point, I just felt like..., and I don't wanna say I felt like. Obviously, there was a lack of oversight of the Utility District Director. And again, this here that I'm looking at, this is from a couple months back with some of the information that I had but I've added on some of the information that we received over the last few months. We learned also that there are no pol'..., there are no policies and procedures in place. And I, I think it was mentioned earlier that, you know, we have some. From what I'm understanding, we do not have any and I don't understand how a, a municipality is operating without policies and procedures. People in the Utility District are not as up to date on their training as they should be. When Ms. Jones was meeting the Utility District Director, although we don't expect..., I don't expect for her to be an expert in that field because that is not what she does every day, however, I do expect for her to make sure that her employees are being held accountable for their work. So, if that means him reporting to her, providing some monitoring checks and balances..., I don't see how we got to this point. And again, and I keep saying this, if the news reporter did not break the story, we would still be in the dark. None of this would have ever come up. Although she's been willing and, you know, she's been forthcoming with the information but, up until April 21<sup>st</sup>, she was not forthcoming with the information because it never came out. She had an opportunity to tell us, from January to April. What was going on? Um, and I do recall the comment that she did state about she didn't wanna throw some people under the bus, and so, I didn't know, you know, at that point, my mind started wonderin' well who..., I mean who would you try to protect that would jeopardize yourself? You know? I mean, if some people are, are..., if they're employees and they're not doing what they're supposed to be doing, it's not about throwing nobody up under the bus, it's about holding people accountable. And that was not done.

Mr. Aurigemma met with the Health Department numerous times over the past 18 months. Well, it's probably more than that now, maybe past..., well, up until he left it was 18 months and, at no point, was Ms. Jones, if she was updated on it, none of that information came to us. So, if you're meeting once a week, having checks and balances, monitoring him, I don't see how he was able to conceal it as we're saying. Okay, so he concealed it up until January. [Stammer] if that's what it is or if that's what's being stated but there's nothing to explain past January.

So, I, you know, for me, I just feel that there has been a lack of leadership in this situation. And again, I'm not trying to discredit your name, I'm sticking to facts. I think Ms. Jones is a very nice person, probably a little too nice which sometimes put peoples, people into positions where it's, it's

difficult to hold people accountable. People take advantage of you sometimes. We had, over in the Recreation Department, I mean, you know, [inaudible], he was renting a lot of cars, that was in the OIG report, rentin' a lot of cars and, at the end of the day, what did he say? She signed off on it. So, I guess her kindness was, you know, taken as a weakness. But, you know, when you're in leadership, you gotta..., it's either you or them. So you have to make sure people are being held accountable. You have to have the policies and procedures in place and, and it has to be followed. And if it's not followed, we're in positons like this.

I mean, that, that's all I have to say at this moment.

**COUNCILPERSON HUBBARD:** Well, Madam Chair, the, the, um, the only thing that I wanted to say. I just wanted to caution us in trying to dev'..., to define for cause or not for cause but, clearly, if we feel that we're..., want to move in a different direction, if the City wants us to move in a direc'..., a different direction, then the..., then that's what needs to be stated allowing the, um, allowing the Attorney to negotiate the, the terms of the separation or bringing on the person that's gonna negotiate our t'..., the terms on our behalf of the separation. Now, and the only reason I'm saying this is because I know, just merely by the presentation that Mr. Smith made a minute ago, using the document itself as one of the tools to determine, um, for cause or without cause and for us..., if we continue to make our comments, then that..., those, those particular [pause] items we'll, we'll, we'll have to be able to defend ourself or, or to stand on for cause or without cause. But while, you know, while we might believe that, we definitely have for cause, I think one thing that we do have that is not convoluted is the right to move in a different direction and to sever the [stammer] employment relationship.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Well, I just wanted to add one thing, is that I did gather several documents myself. So, I'm not..., my, my information is not coming off of Mr. Brown's report. I had many reports from DEP, the Health Department, many emails that went back and forth from Utility District Director, Ms. Jones, Ms. Ryan, Mr. Perry, Mr. Jones, Mr. Danford, a whole number of people. So, it's not my..., my information is not coming off of this report.

**COUNCILPERSON HUBBARD:** No. I was just using...

**CHAIR PRO TEM MILLER-ANDERSON:** No. I just wanted...

**COUNCILPERSON HUBBARD:** ...that as an...

**CHAIR PRO TEM MILLER-ANDERSON:** ..to put that on...

**COUNCILPERSON HUBBARD:** ...example that he...

**CHAIR PRO TEM MILLER-ANDERSON:** ...the record. Yeah.

**COUNCILPERSON HUBBARD:** As, you know, using..., whatever we say...

**CHAIR PRO TEM MILLER-ANDERSON:** Mhmm.

**COUNCILPERSON HUBBARD:** ...whatever's presented, that's what we'll, we'll be using, one way or the other. And it doesn't really, it doesn't really matter because we have the right to change...



**CHAIR PRO TEM MILLER-ANDERSON:** Right.

**COUNCILPERSON HUBBARD:** ...courses if we, if we so..., if we so choose.

**CHAIR PRO TEM MILLER-ANDERSON:** Right. Anyone else?

**COUNCILPERSON DAVIS JOHNSON:** I wanted to, um..., while we may decide to go in a different direction, we should not be employing double jeopardy, if you will. Because we did, based on the information that we received from the various reports, from Ms. Jones, we made a motion to suspend her for what we believed were violations or her inability to be forthcoming. So there was the 30 day suspension with no pay. I would support, um, Mr..., Attorney Degraffenreidt with Attorney Smith and a representative coming to terms in what is a fair and equitable separation if that is the desire of the Board but she has already, uh, been punished, if you will, or she suffered the consequences for the initial finding that supported what she did or did not do or what she did or did not know. I've not had the experience that Councilperson Miller-Anderson has had with regards to tenure but if we..., if, if this Board has decided that it wants to go in a different direction in response to the constituents and whatever else has been placed before us, then it would probably be in our best interest to go ahead and identify whom we'd like to have to represent us in these deliberations and negotiations.

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, Ms....

**COUNCILPERSON PARDO:** Okay. Ms....

**CHAIR PRO TEM MILLER-ANDERSON:** You're done, Ms. Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** I'm done.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**COUNCILPERSON PARDO:** Alright. Ms. Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Pardo.

**COUNCILPERSON PARDO:** Okay. I concur with everything that Councilwoman Davis Johnson just said.

**UNK:** Can't hear you.

**COUNCILPERSON PARDO:** Sorry, sir. I concur with everything that Councilwoman Davis Johnson just said and I would, um, you know, if you're looking for someone to sit and negotiate with Mr. Degraffenreidt and Mr. Smith, I would say why don't we have Councilwoman Davis Johnson do it?

**COUNCILPERSON HUBBARD:** We need...

**COUNCILPERSON PARDO:** You know, sh'...

**COUNCILPERSON HUBBARD:** ...an attorney.

**COUNCILPERSON PARDO:** Well, he's gonna be there too but she can be there representing the Council. You know? She does it for a living, she negotiates and I don't see why we couldn't have someone...

**CHAIR PRO TEM MILLER-ANDERSON:** Chair...

**COUNCILPERSON PARDO:** ...like her.

**CHAIR PRO TEM MILLER-ANDERSON:** ...Davis

**CHAIR DAVIS:**[Inaudible].

[Chuckle]

**CHAIR DAVIS:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Mr. Degraffenreidt?

**CITY ATTORNEY DEGRAFFENREIDT:** Yes?

**CHAIR PRO TEM MILLER-ANDERSON:** Does double jeopardy, as Ms. Davis Johnson state, play into this?

**CHAIR DAVIS:** Depends on what you're doin' it for.

**CITY ATTORNEY DEGRAFFENREIDT:** The issue [pause]. It may play into this if, if we get into the issues of justification for cause.

**CHAIR PRO TEM MILLER-ANDERSON:** Mhmm.

**CITY ATTORNEY DEGRAFFENREIDT:** Uh, but as I understand our current position, we're looking at moving in another direction and we are trying to resolve any differences without conflict. With respect to that particular goal and, and protocol, that would not impact that, the double jeopardy issue. It would have a rational relationship if there was a decision to move towards a finding of termination of cause.

**CHAIR DAVIS:** Yeah? Oh. Attorney Degraffenreidt, are we moving in the direction that...

**CITY ATTORNEY DEGRAFFENREIDT:** I'm sorry, sir?

**CHAIR DAVIS:** Are we moving in the direction that was rec'ed, cause I know there was a email that was re'ed, sent to us from, about a message about the City about Attorney, um, not attorney but, City Manager's attorney contacting you about what would she like to receive. What it was, like, 90 days pay and it was...

**CITY ATTORNEY DEGRAFFENREIDT:** No.

**CHAIR DAVIS:**...[inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** But wait. What has been outlined to you by me earlier...

**CHAIR DAVIS:** Mhmm.

**CITY ATTORNEY DEGRAFFENREIDT:** ...was what the contact says.

**CHAIR DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** Take that and put that on the left hand side.

**CHAIR DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** There is nothing that precludes two parties of an agreement working out an arrangement or settlement that are not limited by the written document.

**CHAIR DAVIS:** Okay. Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** So, my recommendation was to give me the opportunity, along with the Council's representative, to explore in an objective fashion and a fair fashion with Ms. Jones and her attorney, how best to approach the separation of the Employment Agreement which is beneficial to all sides. There are a number of intangibles that would not only impact Ms. Jones in these proceedings...

**CHAIR DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** ...but would impact the City...

**CHAIR DAVIS:** I understand.

**CITY ATTORNEY DEGRAFFENREIDT:** ...going forward, respectively.

**CHAIR DAVIS:** Okay. I'm just gonna follow what the Board wanna do. So, what you all wanna do?

**COUNCILPERSON HUBBARD:** Mayor. The Mayor.

**CHAIR DAVIS:** Oh, Mayor.

**MAYOR MASTERS:** [Inaudible].

**CHAIR DAVIS:** You good?

**MAYOR MASTERS:** I'm good.

**CHAIR DAVIS:** Okay. [Chuckles].

**COUNCILPERSON HUBBARD:** Ma'.., Madam Councilwoman, do you have anything else you wanna say?

**CHAIR PRO TEM MILLER-ANDERSON:** Well, you know, I know we're talking about a Utility District issue with the water but I hope that I was able to [stammer], and if I haven't established a, a pattern of lack of oversight, it..., like I referenced a few minutes ago about the Parks & Rec. I mean, we had an OIG report and that was mentioned earlier by someone as well. Um, talked about the lack of policies and procedures in place. So, it's been a, a, a recurrence in lack of oversight and leadership and this is, I mean, this is just one instance of the Utility District. And, I mean, it's been consistent. I mean, you talk about the Police Department, you talk about the Parks & Rec. I mean, we can go on and on with a number of examples over the, at least, a year and a half that I've been here where there have been, uh, just the lack of oversight on many of the employees and to rely on them because they're the expert, is one thing but to not to hold them accountable when things are done improperly is, is another. And that, that requires leadership and, um, the, the duty just wasn't, I mean, she did not follow through on her duty to hold these people accountable.

So, I hope that I have established a, a, a pattern here that, you know, this [stammer], I know we're talking about the Utility District but it's, it's more than the Utility District and we have to..., we can't ignore that. It, it..., this is not the first instance and I guess, for me, that's why I'm not necessarily in favor of the negotiating because I th'..., you know, [stammer], the stipend was probably a negotiation when the others were on the Council. You know? I mean, the contract came up immediately after and, and even within our Charter it was changed at some point that we could do these extensions and, and the contr'..., the Charter was explicit in saying that you do two year contracts but, of course, someone along the line change the con'..., the Charter to say that that didn't have to happen. And so, you know, you have a Board that devised a contract that was not beneficial to the City. We saw that in the CRA. I mean, you know, the contracts that were developed were not in the best interest of many of, of the City. It's in the best interest of the person who's gettin' the contract or those who had some sort of vested interest.

So, for me, it's not about just, excuse me, just the Utility District issue. And I've been very clear, even when it was time to vote on her renewal of the contract, both times the extension for the 60 days, I, I said no. I mean, the..., when they voted in December, 2015, I said no and I explained my reasons then as well. So, I, I, I think that I've been consistent and I keep using that word because I, I want that to really impress upon you that I'm talking about consistency here and there has been a consistent lack of oversight and leadership and I have made that known, probably since I've been here. And so that's where I am with it. I'm not in favor of negotiating anything. I, I think that we have enough that has occurred to do for cause.

That's just my thoughts though.

**COUNCILPERSON PARDO:** Madam Chair?

**COUNCILPERSON HUBBARD:** Is that a motion?

**CHAIR PRO TEM MILLER-ANDERSON:** Well, anybody else have something to say?

**COUNCILPERSON PARDO:** Well...

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**COUNCILPERSON PARDO:** I do. Okay. So, I would like to make a motion to have Mr. Degraffenreidt and Councilwoman Davis Johnson negotiate an exit package with Ms. Jones and her attorney, Mr. Smith. That's my motion.

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIR DAVIS:** Any questions or concerns to that motion.

**COUNCILPERSON HUBBARD:** I'd like to offer a countermotion.

**MAYOR MASTERS:** [Chuckle].

**CHAIR DAVIS:** Substitute or... Let's disseminate this motion and then if you're gonna put out a motion, we'll do that.

[Inaudible background comment]

**COUNCILPERSON HUBBARD:** The counter..., the counterterm'... Okay. Go ahead.

**CHAIR DAVIS:** Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** No.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** No.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** No.

**DEPUTY CITY CLERK BURGESS:** That motion failed with Councilperson Hubbard, Councilperson Miller-Anderson and Chair Davis dissenting.

**CHAIR DAVIS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** I move that we terminate the employment of our City Manager Ruth Jones tonight and that the City Attorney be allowed, as he expressed, to bring an attorney on, on

our behalf for, not for the negotiation but for the, uh, for the fallout of this co'.., this, this execution, if you will.

[Inaudible comments]

**COUNCILPERSON HUBBARD:** Because [stammer] and let me explain. And the reason I'm saying that we still need... The Attorney indicated that he would like to bring in a labor attorney or another attorney to, to facilitate this, um, to thi'.., to facilitate this situation. So, in order to give him an option to do that, that's why I added that, that portion. And if, you're shaking your head, Mr. Degraffenreidt. Did you not want to do that?

**CITY ATTORNEY DEGRAFFENREIDT:** No. I, I didn't need a labor lawyer. I did'.., I just wanted to do it with whomever your representative would be. But I would like to make sure that the Council understands that the contract provides that if you terminate the City Manager with 90 days notice, that would be if you told her, her termination was effective, let's say December 26<sup>th</sup>, there would not be a need to pay the severance package that's outlined. If you terminate her tonight, she's entitled to the full severance package that's in the contract. You may want to do that. I just...

**COUNCILPERSON HUBBARD:** That's with...

**CITY ATTORNEY DEGRAFFENREIDT:** ...wanted you...

**COUNCILPERSON HUBBARD:** ...or without cause...

**CITY ATTORNEY DEGRAFFENREIDT:** ...to understand...

**COUNCILPERSON HUBBARD:** ...though.

**CITY ATTORNEY DEGRAFFENREIDT:** ...that.

**COUNCILPERSON HUBBARD:** That's with or without cause, Mr. Degraffenreidt, is that correct?

**CITY ATTORNEY DEGRAFFENREIDT:** That's without cause. Yes. She's en'.., if you terminate her tonight without that 90 day notice provision, you will pay the severance conditions in the contract cause the contract provides for that.

**COUNCILPERSON HUBBARD:** And that is not.., and that's not what I'm saying at all. So let me be real clear because, when you said representative, I thought you were referring to...

**CITY ATTORNEY DEGRAFFENREIDT:** Oh, I'm sorry.

**COUNCILPERSON HUBBARD:** ...retaining...

**CITY ATTORNEY DEGRAFFENREIDT:** I, I was unclear on that. Please forgive me. I wanted a represent' from the dais to represent the party to the contract, that would be the City...

**COUNCILPERSON HUBBARD:** ...I...

**CITY ATTORNEY DEGRAFFENREIDT:** ...of Riviera Beach and...

**COUNCILPERSON HUBBARD:** I see.

**CITY ATTORNEY DEGRAFFENREIDT:** ...that would serve...

**COUNCILPERSON HUBBARD:** So, Ms. Pardo...

**CITY ATTORNEY DEGRAFFENREIDT:** ...as the Council [inaudible]...

**COUNCILPERSON HUBBARD:** ...did understand you.

**CITY ATTORNEY DEGRAFFENREIDT:** ...while we're working it out. That, that was my error. Please forgive me.

**COUNCILPERSON HUBBARD:** Okay. And Ms. Jackie, and Members, I would like restate my, restate my motion. I would like to move that we terminate Mrs. Jones' services as of tonight and that the..., what's provided for in the contract is negotiated between our Attorney and hers.

**CHAIR DAVIS:** Alright?

**CHAIR PRO TEM MILLER-ANDERSON:** I [stammer]..., can I ask...

**CHAIR DAVIS:** Wanna second it for discussion?

**CHAIR PRO TEM MILLER-ANDERSON:** I will second for discussion.

**CHAIR DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** The...

**CHAIR DAVIS:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** The negotiation part is what I'm not quite understanding.

**CHAIR DAVIS:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** What are they need to negotiate for?

**COUNCILPERSON HUBBARD:** [Stammer]. As read by Mr. Degraffenreidt, if we're goin'..., he read two things. One set of things that will come..., that she's entitled to with cause and one set of the things that she's en'... He didn't read what she was entitled to with cause, he read what she was entitled to without cause. And that's what I'm not comfortable with. I'm not comfortable with doing it without cause, I'm more for [pause] severing our relationship for cause because we have it. And as Councilwoman laid out, you know, the cause. But Mr. Degraffenreidt, you did not give us anything, you know, the o'..., what she's entitled to with cause, you only laid us..., laid it out for us without cause. That's why I framed it in a manner that she would, um...

**CITY ATTORNEY DEGRAFFENREIDT:** I don't think she's entitled to anything if there's a termination with...

**CHAIR PRO TEM MILLER-ANDERSON:** I, I mean...

**CITY ATTORNEY DEGRAFFENREIDT:** ... cause.

**CHAIR PRO TEM MILLER-ANDERSON:** I can read off what it says in the contract.

**CITY ATTORNEY DEGRAFFENREIDT:** No. But your, but the challenge was to try to avoid one, the conflict that we'll necessarily have in addressing the issue of cause. If we're going to make findings of fact to support cause in the contract, it has to be on the record. Ya'll got to make specific findings, not say we have cause. The cause is A, B, C, D, E, F and G.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** And if you do that, she has the opportunity to come back with her lawyer and say, 'Well, that's not factually correct for these reasons, A, B, C, D and G.' I was trying to avoid that.

**COUNCILPERSON HUBBARD:** So basically, you're telling us that we can't, we can't...

**CITY ATTORNEY DEGRAFFENREIDT:** I did not say you can not

**COUNCILPERSON HUBBARD:** ...terminate her tonight.

**CITY ATTORNEY DEGRAFFENREIDT:** I didn't...

**CHAIR DAVIS:** He ain't say that.

**CITY ATTORNEY DEGRAFFENREIDT:** I did not say that.

**CHAIR DAVIS:** [Inaudible].

**COUNCILPERSON HUBBARD:** So...

**CITY ATTORNEY DEGRAFFENREIDT:** I did not say that. What I said was, that if you're gonna terminate her for cause, it needs to be delineated on the record, specifically.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**COUNCILPERSON HUBBARD:** And her...

**CITY ATTORNEY DEGRAFFENREIDT:** And...

**COUNCILPERSON HUBBARD:** And that her, and her attorney should be given an opportunity...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, s'...



**COUNCILPERSON HUBBARD:** ...to come back

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** To come back when? Tonight?

**CITY ATTORNEY DEGRAFFENREIDT:** Whenever you set it. Not tonight.

**COUNCILPERSON HUBBARD:** [Stammer].

**CITY ATTORNEY DEGRAFFENREIDT:** In all fai'... The, the process is intended to be fair.

**CHAIR DAVIS:** It's fair.

**CITY ATTORNEY DEGRAFFENREIDT:** She's just finding out, in detail, for the first time this evening...

**COUNCILPERSON HUBBARD:** Well, you just...

**CITY ATTORNEY DEGRAFFENREIDT:** ...if you do it...

**COUNCILPERSON HUBBARD:** ...said that you weren't, that you were not [inaudible], not arguing, not...

**CITY ATTORNEY DEGRAFFENREIDT:** Yeah.

**COUNCILPERSON HUBBARD:** ...disagreeing...

**CITY ATTORNEY DEGRAFFENREIDT:** Yeah.

**COUNCILPERSON HUBBARD:** ...just trying to really get a clear understanding...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** ...of what you're saying, sir. So please understand me, I'm not arguing with you but what I, what I'm, I'm, I want to understand you. Because [pause]...

**CITY ATTORNEY DEGRAFFENREIDT:** I'm listening. Yes, ma'am.

**COUNCILPERSON HUBBARD:** And you can t'..., l..., ba'..., my colleague laid out...

**UNK. AUDIENCE:** Cause.

**COUNCILPERSON HUBBARD:** ...cause. My motion was to terminate tonight with the..., with cause.

**CITY ATTORNEY DEGRAFFENREIDT:** If that is the motion and the Council's comfortable and believe that it has justifiably established sufficient causes of record, then I will defend that decision.

**CHAIR DAVIS:** Um...

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. We already second it. We're in discussion. I, I...

**CHAIR DAVIS:** Correct.

**CHAIR PRO TEM MILLER-ANDERSON:** ...if you're done, I did wanna add something.

**COUNCILPERSON HUBBARD:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So, I know you were asking about the without cause, so the.., and this is from the contract so I'll just read from here and then if we need to lay out which ones we're talking about or how we're defining with cause...

**CITY ATTORNEY DEGRAFFENREIDT:** I would try not to do that.

**CHAIR PRO TEM MILLER-ANDERSON:** Try not to do that?

**UNK. AUDIENCE:** Yes.

**CITY ATTORNEY DEGRAFFENREIDT:** That would be my...

**CHAIR DAVIS:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** ....recommendation.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** However...

**CHAIR PRO TEM MILLER-ANDERSON:** So.., but...

**CITY ATTORNEY DEGRAFFENREIDT:** ...if the decision is yours. The decision is yours. You know, hey.

**CHAIR PRO TEM MILLER-ANDERSON:** But what I'm saying is...

**CITY ATTORNEY DEGRAFFENREIDT:** I'mma gunslinger. [Chuckle].

**CHAIR PRO TEM MILLER-ANDERSON:** You said you.., it need to be on the record what the with cau'.., just cause is, right?

**CITY ATTORNEY DEGRAFFENREIDT:** I think that's required by the liberty interest of the individual returning.

**CHAIR PRO TEM MILLER-ANDERSON:** So, what did you not want me to do just now? What were say'.., what were you talking about?

**MAYOR MASTERS:** [Chuckle].

**CHAIR DAVIS:**[Inaudible].

**COUNCILPERSON HUBBARD:** You just did'...

**CHAIR DAVIS:**...[inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** I was asked by the Mayor earlier...

**CHAIR PRO TEM MILLER-ANDERSON:** Huh?

**CITY ATTORNEY DEGRAFFENREIDT:** ...what would be my recommendation.

**CHAIR PRO TEM MILLER-ANDERSON:** I know, but when I was saying it just now, you said, 'I wouldn't do that.' So, what, what are you...

[Inaudible background comment]

**CHAIR PRO TEM MILLER-ANDERSON:** ...saying you wouldn't do?

**CITY ATTORNEY DEGRAFFENREIDT:** You know...

[Inaudible background comment]

**CHAIR DAVIS:**You.., well, you...

**CITY ATTORNEY DEGRAFFENREIDT:** I thought I was...

**CHAIR DAVIS:**Vice Chair?

**CITY ATTORNEY DEGRAFFENREIDT:** ...as clear as I could be.

**CHAIR DAVIS:**Vice Chair?

**CITY ATTORNEY DEGRAFFENREIDT:** I'm sorry if I'm...

**COUNCILPERSON HUBBARD:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** ...being unclear.

**CHAIR DAVIS:**I know what he mean.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, no. You explained it but I thought we got passed that just now...

**CITY ATTORNEY DEGRAFFENREIDT:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** ...and you said that, 'Hey, if that's what you wanna do, then...

**CITY ATTORNEY DEGRAFFENREIDT:** That's what you wanna do, that's what... I, I am prepared, as your lawyer...

**CHAIR PRO TEM MILLER-ANDERSON:** Right.

**CITY ATTORNEY DEGRAFFENREIDT:** ...to defend your decision.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So, I just wanted to state on the record, people were not clear about what her contract said for the without cause. So, I just wanted to read that part as to what we have to do, as a City, without cause, which is Section 13, Termination by the City and Severance Pay, Without Cause. Should a majority of the entire Council, three Members vote to terminate the services of the City Manager without cause, then within 30 business days following such vote, the City Council shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned including personal time off, holiday time and insurance prior to the date of termination based on a 40 hour work hour and 20 weeks base salary as severance. As condition..., as consideration for such payment, the City Manager shall prior to receipt thereof, execute and deliver to the City a general release of the City and its Council Members and its officers, agents and employees for all acts and actions, whether accrued or subsequently accruing, from the beginning of time until the date of release, said release to be prepared by the City Attorney. The termination without cause is not conditioned upon the City Manager's acceptance of the terms and conditions of the general release.

Now, with cause is, in the event the City Manager, as he read earlier, is terminated for just cause, the City shall be obligated to pay only the City Manager's compensation, if any, earned up to the last date of employment and any earned but unused vacation leave and sick leave, for the purposes of this Agreement, just cause is defined and limited for purposes of this Agreement to any of the following. And, Mr. Degraffenreidt read off the seven, I'm sorry, the eight items that would fall up under just cause. Now, I did ask him to give a definition of a few of the words and, for me, and [stammer], you can, you all can agree or not agree with it, nonfeasance i..., the definition is failure to act where action is required, willfully or in neglect.

**CHAIR DAVIS:** Yeah.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Another one, neglect of duty. I think neglect of duty rung throughout a number of incidents that occurred. Neglect of duty to monitor the employees, neglect of duty to hold them accountable, neglect of duty to perform evaluations on 'em, neglect of duty to make sure..., ensure that the, um, Executive Director informed the public. The other word that stuck out is the section that says the commission of any act which involves moral turpitude or which causes the City disrepute. Disrepute, a state of not being respected... And we're talking about the City, the City disrepute. A state of not being respected or trusted by most people. Talking about the City, not Ms. Jones, personally. A state of having a bad reputation. So, it says, the commission of an act which involves moral turpitude or which causes the City disrepute. Cause the City to be looked at in a negative light.

I think with all of the news reports we've had, all of the test reports that have come back, all of the press that we've received, as I said a minute ago, the City has been... First of all, a lot of people

are, are still feeling that the water is not good so, obviously, they're not trusting anything that is being said. And so, it's, it's appearing that they no longer trust what's being said. So, for me, I, I don't, you know, Mr. Degraffenreidt, I don't know if [sigh], I prob'.., I'm not a lawyer so maybe I didn't provide enough evidence to support what it is that I, I am trying to say in terms of with cause but I think neglect of duty covers it all. You know, even if we just looked at that one because, like I said, we're talking about management, being the leader. Um, and, like I said, the OIG report, you have a whole number of things that we can discuss. But again...

**CHAIR DAVIS:** Vice...

**CHAIR PRO TEM MILLER-ANDERSON:** ...you know...

**CHAIR DAVIS:** Vice Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**CHAIR DAVIS:** City Manager, let me ask you a question, real briefly. Come to the mic, please. Now, [pause], now, did your attorney reach out to our Attorney?

**CITY MANAGER JONES:** Yes, sir.

**CHAIR DAVIS:** And what was the things that was requested.

**DEPUTY CITY CLERK BURGESS:** Excuse me. Mr. Davis?

**CHAIR DAVIS:** Yes, ma'am.

**DEPUTY CITY CLERK BURGESS:** It's 10:00 o'clock. We need a motion.

**CHAIR DAVIS:** Can I have a motion to extend the meeting 30 minutes?

**CHAIR PRO TEM MILLER-ANDERSON:** So moved.

**COUNCILPERSON HUBBARD:** Second.

**COUNCILPERSON DAVIS JOHNSON:** Where does that place us...

**CHAIR DAVIS:** Madam Clerk.

**COUNCILPERSON DAVIS JOHNSON:** ...with the workshop Items?

**CHAIR DAVIS:** That's ano'...

**CHAIR PRO TEM MILLER-ANDERSON:** Say what?

**CHAIR DAVIS:** That's another meeting.

[Inaudible dais comment]

**CHAIR PRO TEM MILLER-ANDERSON:** What'd she say?

[Inaudible dais comment]

**CHAIR DAVIS:** Madam Clerk.

[Inaudible dais comment]

**CHAIR DAVIS:** The motion...

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** [Inaudible].

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes. Yes. Please help me out, Attorney. Really quick. So, when you all made contact with our legal Attorney, what did you all request?

[Inaudible dais comment]

**CHAIR DAVIS:** Or discuss?

**MR. G. SMITH:** Well, I provided several items and I clarified which items are provided for in the contract and there's one particular item that wasn't provided for.

**CHAIR DAVIS:** Mhmm.

**MR. G. SMITH:** The five months severance as read off...

**CHAIR DAVIS:** Okay.

**MR. G. SMITH:** ...was..., is provided for under the contracting if you're terminating without cause.

**CHAIR DAVIS:** Okay.

**MR. G. SMITH:** There's FRS monies that need to be reimbursed, as provided for in the contract.

**CHAIR DAVIS:** Okay.

**MR. G. SMITH:** The mutual..., the release that was stated, that's provided for in the contract and I added mutuality to that particular release. And one is'..., one item that was not specifically provided for in the contract was a 90 day health care for her to transition to Medicare.

**CHAIR DAVIS:** Medicare.

**MR. G. SMITH:** And that...

**CHAIR DAVIS:** So...

**MR. G. SMITH:** ...was it.

**CHAIR DAVIS:** So, I just wanna..., you know, I don't think we need to continue this meeting, we need to get to..., get through this meeting, get this business taken care of. Ms. Jones. Okay. So, you want your health care 'til you get to..., just 90 days?

**MR. G. SMITH:** That's...

**CHAIR DAVIS:** Correct?

**MR. G. SMITH:** ...correct. That's correct.

**CHAIR DAVIS:** Alright. So, we're in a place where both parts wanna separate. Let's take care of that now, Ms. Jones. To ask to stay in here to request [stammer] to be..., how you're gonna get, um, terminated, I think is... Let's stop the bleeding, let's figure out how do we separate now. What it is that you would like to go [stammer] and just let this Board..., what you like to do and we can determine that and we can just..., and just step down because no one has any faith in you, faith in you. I'm not saying you did a terrible job but there's some things that have taken place that the confidence is not there. So, there's a motion on the floor to go ahead and just terminate you. So, I'm supporting that motion but we're trying to determine to what degree, to kill all the business, what is it that you want? Or what is it legally cause we can go back and forth legally for another two weeks but no one wants to..., they don't wanna do..., that doesn't wanna take place. So, [pause], cause we have plenty times to negotiate this based upon that you, you felt that, you felt the temperature that people been coming to the public the last two, three meetings and they're stating their discomfort. So...

**COUNCILPERSON PARDO:** [Whisper: The same people].

**CHAIR DAVIS:** ...let's not waste any more time to figure out how to move on, let's just move on. But, how do we do that? Now, a motion's already on the floor and I'm gonna support this motion but we don't need to go back and forth for the next two weeks to determine how we're gonna let you move forward and let the City move forward and we're gonna have this big story. Let's let you move forward, let the City move forward and we wish you well. You know? So...

**CITY MANAGER JONES:** You wanna answer?

**CHAIR DAVIS:** Ms....

**MR. G. SMITH:**I mean, the [stammer], I think her answer is that we presented what I think are reasonable terms. I mean, the terms are provided for in the contract. The only thing that's not provided for...

**CHAIR DAVIS:**Mhmm.

**MR. G. SMITH:**...is a 90 day healthcare for her to transition to Medicare. So, and I think...

**CHAIR DAVIS:**You asked for 20 weeks. That's not happening.

**MR. G. SMITH:**Well, that, that's provided for in her contract. You may not agree to it but that's provided for her if you go a termination without cause.

**CHAIR DAVIS:**And if you do termination with cause, that's different.

**MR. G. SMITH:**Absolutely.

**CHAIR DAVIS:**And...

**MR. G. SMITH:**I, I don't think you have a basis for that but that's something that we can...

**CHAIR DAVIS:**Well, that's between...

**MR. G. SMITH:**...deal with down the...

**CHAIR DAVIS:**...you guys...

**MR. G. SMITH:**Abso'...

**CHAIR DAVIS:**...and the legal advice and the court system.

**MR. G. SMITH:**Absolutely.

**CHAIR DAVIS:**For cause can be determined based upon... She's [inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** If I may interject, Mr. Chairman?

**CHAIR DAVIS:**Yes.

**CITY ATTORNEY DEGRAFFENREIDT:** Because nothing is ever [chuckle] predictable in the court system.

**CHAIR DAVIS:**Correct.

**CITY ATTORNEY DEGRAFFENREIDT:** It was why I recommended to be given the opportunity to negotiate a settlement agreement with Ms. Jones and her lawyer in order to bring it back. It's real clear, two things are real. She's not opposing leaving...

**CHAIR DAVIS:**Okay.



**CITY ATTORNEY DEGRAFFENREIDT:** ...and you want her to go.

**CHAIR DAVIS:** So...

**CITY ATTORNEY DEGRAFFENREIDT:** I don't wanna be handcuffed by the terms of the written agreement if we can work out an arrangement that's mutually beneficial.

**CHAIR DAVIS:** With that being said, out of respect to my...

**CITY ATTORNEY DEGRAFFENREIDT:** Let me finish.

**CHAIR DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** Let me finish.

**CHAIR DAVIS:** Yes, sir.

**CITY ATTORNEY DEGRAFFENREIDT:** The conflict right now is that we have her asking for things in the contract, with the exception of her getting on Medicare, that she can't get if it is a termination for cause. The termination of cause...

**CHAIR DAVIS:** Oh, okay.

**CITY ATTORNEY DEGRAFFENREIDT:** ...cuts that all off. Okay? So, I would like to be able to look at exploring a resolution that I could bring to you that's not limited by the restrictions of the contract, with a representative of your...

**CHAIR DAVIS:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** ...your body with me...

**CHAIR DAVIS:** Okay. Now...

**CITY ATTORNEY DEGRAFFENREIDT:** ...to negotiate. That's what...

**CHAIR DAVIS:** And I...

**CITY ATTORNEY DEGRAFFENREIDT:** ...I'm asking.

**CHAIR DAVIS:** ...understand that point.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir. Okay.

**CHAIR DAVIS:** Where I'm being clouded is, with that...

**CITY ATTORNEY DEGRAFFENREIDT:** Okay.

**CHAIR DAVIS:** ...being done, will she still..., our City Attorney be still conducting business here or will she be no longer?

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** That...

**CHAIR DAVIS:** City Manager, I'm sorry.

**CITY ATTORNEY DEGRAFFENREIDT:** That, that what we'd have to discuss.

**MAYOR MASTERS:** Mr. Chairman, I have a suggestion.

**CITY ATTORNEY DEGRAFFENREIDT:** You know...

**CHAIR DAVIS:** Mayor.

**CITY ATTORNEY DEGRAFFENREIDT:** Give me a chance to, to explore those options...

**MAYOR MASTERS:** I think...

**CITY ATTORNEY DEGRAFFENREIDT:** ...with somebody who represents you.

**CHAIR DAVIS:** I have no prob'...

**CITY ATTORNEY DEGRAFFENREIDT:** There are positives and...

**MAYOR MASTERS:** I think the Chair...

**CITY ATTORNEY DEGRAFFENREIDT:** ...negatives...

**CHAIR DAVIS:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** ...[inaudible]....

**MAYOR MASTERS:** ...has said that, um, that we wanna stop the bleeding.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir.

**MAYOR MASTERS:** And, I, I feel the Chair is showing some, you know, real leadership...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir.

**MAYOR MASTERS:** ...here as, as trying to bring this to, um, some type of positive conclusion. I would suggest that the Chair would be the person from this Council that would meet with the attorneys and then bring it back.

**CITY ATTORNEY DEGRAFFENREIDT:** If, if that's...

**MAYOR MASTERS:** That is my...

**CITY ATTORNEY DEGRAFFENREIDT:** ...your choice...

**MAYOR MASTERS:** ...suggestion.

**CITY ATTORNEY DEGRAFFENREIDT:** If that's your decision, fine with me.

**CHAIR DAVIS:** Well, I was gonna...

**MAYOR MASTERS:** If the Chair would accept that.

[Inaudible dais comment]

**CHAIR DAVIS:** Well, I'll accept it but I wanna make sure I respect my colleagues and their position and what they wanna do. So, um [pause].

**MAYOR MASTERS:** Well, I can't make a motion. I can make a suggestion.

**CHAIR DAVIS:** Cause it's clear that we wanna move forward. So..., and that's where we are. So...

**MAYOR MASTERS:** Can we get a co-census?

**CHAIR PRO TEM MILLER-ANDERSON:** Chair?

**CHAIR DAVIS:** Yes, ma'am.

**MAYOR MASTERS:** I'm sorry.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I'm not in favor of negotiating any terms. I think I was pretty clear on where I stood with, with this. [Pause].

[Inaudible background comment]

**CHAIR DAVIS:** Okay.

**MAYOR MASTERS:** It's [inaudible] on you guys.

**CHAIR PRO TEM MILLER-ANDERSON:** I mean, there...

**MAYOR MASTERS:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** This is where I am...

**MAYOR MASTERS:** Keep talking...

**CHAIR PRO TEM MILLER-ANDERSON:** ...with it.

**MAYOR MASTERS:** ...every five minutes.

[Inaudible dais comment]

**CHAIR DAVIS:** Okay. So the..., Madam Clerk, [stammer] could you please restate the motion so we can make sure we're all clear?

**DEPUTY CITY CLERK BURGESS:** To terminate the City Manager's contract effective tonight and she would be given what's provided in the contract for cause.

**CHAIR DAVIS:** And that's, what's provided in the contract for cause is 90, 90 days pay?

**CITY ATTORNEY DEGRAFFENREIDT:** No. No.

**CHAIR DAVIS:** What is it?

**CHAIR PRO TEM MILLER-ANDERSON:** Nothing.

**CITY ATTORNEY DEGRAFFENREIDT:** The for cause provision provides that she merely be paid the compensation she's earned up until the date of., up until tonight.

**MAYOR MASTERS:** Then she gets a chance to come back and something. That's not...

**CITY ATTORNEY DEGRAFFENREIDT:** Well, yeah. I mean...

**MAYOR MASTERS:** Yeah. She gets the chance to...

**UNK.:** Not for cause.

**MAYOR MASTERS:** ...come back and...

**CITY ATTORNEY DEGRAFFENREIDT:** I think., and it...

**MAYOR MASTERS:** ...we're right back where we were.

**CITY ATTORNEY DEGRAFFENREIDT:** There's...

**COUNCILPERSON HUBBARD:** Mr....

**CITY ATTORNEY DEGRAFFENREIDT:** ...an entitlement [inaudible]...

**CHAIR DAVIS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Ms., um...

[Inaudible dais comment]

**COUNCILPERSON HUBBARD:** Anderson Davis?

[Laughter]

[Inaudible comments]

**COUNCILPERSON HUBBARD:** Did I mess that up?

[Laughter and inaudible comments]

**CHAIR DAVIS:** Hey, Joe, I didn't say that.

**MAYOR MASTERS:** Just take the Mayor's suggestion.

[Laughter]

**CITY ATTORNEY DEGRAFFENREIDT:** I don't know [inaudible].

**COUNCILPERSON HUBBARD:** Okay. Miller-Anderson.

**CHAIR PRO TEM MILLER-ANDERSON:** Yes, ma'am.

**CHAIR DAVIS:** To the mic, please.

**COUNCILPERSON HUBBARD:** The [pause]. Okay. [Pause]. I support the reasoning that you laid out and, um, your desire to go for cause but what I would like to ask you, if this.., if [pause], if neg'.., if allowing the Attorney to discuss the terms for the Medicaid piece...

**CHAIR PRO TEM MILLER-ANDERSON:** Mhmm.

**COUNCILPERSON HUBBARD:** And, again, we didn't get enough information on the FRS and so I wasn't certain what that was about. Would that change the whole tone of what you're looking to do?

**CHAIR PRO TEM MILLER-ANDERSON:** So you're only.., you're talking about only adding the Medicaid.., Medicare part?

**COUNCILPERSON HUBBARD:** Yes. But I must say that...

**CHAIR DAVIS:** [Inaudible]...

**COUNCILPERSON HUBBARD:** ...we got nothing on the FRS so I don't even know what they were asking about for that.

**MR. G. SMITH:** Sh'.., she's absolutely entitled to the FRS, irrespective of how you classify the termination. That, that's clear.

**COUNCILPERSON HUBBARD:** I thought that was one of the things you named as an addition.

**MR. G. SMITH:** No. I said that was...

**CHAIR DAVIS:** [Inaudible]...

**MR. G. SMITH:** ...a part of the contract. The only addition was a 90 day transition to Medicare. That's the only thing that's not currently...

**CHAIR DAVIS:**[Inaudible].

**MR. G. SMITH:**...provided...

**COUNCILPERSON HUBBARD:** In the...

**MR. G. SMITH:**...for in...

**COUNCILPERSON HUBBARD:** ...with cause.

**MR. G. SMITH:**...the contract.

**COUNCILPERSON HUBBARD:** We're talking with cause?

**MR. G. SMITH:**I'm talking about my proposal to Council was to lay out four different things, three of which are provided for in the contract and one is not. The only one that's not provided for is a 90 day healthcare.

**COUNCILPERSON HUBBARD:** Okay.

**CITY ATTORNEY DEGRAFFENREIDT:** And that would be a termination without cause. We need to be talking apples...

**MAYOR MASTERS:** [Inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** ...and oranges.

**COUNCILPERSON HUBBARD:** That's what I was trying to say, sir.

**MR. G. SMITH:**Yeah. But FRS is, is irrespective of that. She's entitled to that as a matter of right.

**CITY ATTORNEY DEGRAFFENREIDT:** [Inaudible].

**COUNCILPERSON HUBBARD:** [Inaudible]...

**CHAIR DAVIS:**[Inaudible]...

**COUNCILPERSON HUBBARD:** Let me ask..., let me try to ask the Attorney cause I don't know if you're hearing me. FRS, is FRS with or wi'.., on both sides, with cause and without cause?

**CITY ATTORNEY DEGRAFFENREIDT:** I think those are the contributions that were made...

**CHAIR DAVIS:**Yes.

**CITY ATTORNEY DEGRAFFENREIDT:** ...to the Florida Retirement...

**CHAIR DAVIS:**She get that.

**CITY ATTORNEY DEGRAFFENREIDT:** ...System.

**UNK. AUDIENCE:** Yes.

**CHAIR DAVIS:** Yes.

**CITY ATTORNEY DEGRAFFENREIDT:** And because she has invested those monies would come back to her irrespective [inaudible]...

**MAYOR MASTERS:** No matter what.

**COUNCILPERSON HUBBARD:** Whether it's cause or...

**CITY ATTORNEY DEGRAFFENREIDT:** Right. Exactly.

**COUNCILPERSON HUBBARD:** ...whether it's without? That's all I was trying ask for...

**CITY ATTORNEY DEGRAFFENREIDT:** Yes.

**COUNCILPERSON HUBBARD:** ...point of clarification. So, back to, um, Councilwoman Miller-Anderson, if you will. [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** What, the Medicare part?

**COUNCILPERSON HUBBARD:** The Medicare...

**CHAIR PRO TEM MILLER-ANDERSON:** That's it.

**COUNCILPERSON HUBBARD:** That's it.

**CHAIR PRO TEM MILLER-ANDERSON:** Because, in the contract, you know, with cause, it only states to pay up to the last day of service and that's it. I mean, there's...

**COUNCILPERSON HUBBARD:** But it sa'...

**CHAIR PRO TEM MILLER-ANDERSON:** ...no other...

**COUNCILPERSON HUBBARD:** It said, what is accrued...

**CHAIR PRO TEM MILLER-ANDERSON:** And then, of course...

**COUNCILPERSON HUBBARD:** ...vacation

**CHAIR PRO TEM MILLER-ANDERSON:** ...ear'... Yeah.

**COUNCILPERSON HUBBARD:** [Stammer]...

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**COUNCILPERSON HUBBARD:** What's accrued.

**CHAIR PRO TEM MILLER-ANDERSON:** The City can, uh... Yeah. That part too.

**COUNCILPERSON HUBBARD:** Accrued sick and va'...

**CHAIR PRO TEM MILLER-ANDERSON:** Mhmm.

**COUNCILPERSON HUBBARD:** ...'cation.

**CHAIR PRO TEM MILLER-ANDERSON:** Right. Unused vacation leave and the sick leave.

**COUNCILPERSON HUBBARD:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** So, but we're, we want to add the Medicare part in there.

**CHAIR DAVIS:** Yes.

**COUNCILPERSON HUBBARD:** They can nego'..., um...

**CHAIR DAVIS:** [Inaudible].

**COUNCILPERSON HUBBARD:** Yeah. That's the only..., yeah. That's the, um, that was, that would be the only change that, that I would make.

**COUNCILPERSON DAVIS JOHNSON:** Mr. Chair.

**CHAIR DAVIS:** Yes, ma'am, Commissioner Johnson.

**COUNCILPERSON DAVIS JOHNSON:** Is the, or is, is it not..., is the FRS a part of an entitlement? There's no way we can get ar'..., you can't get around it?

**CITY ATTORNEY DEGRAFFENREIDT:** I think she's entitled [inaudible]...

**COUNCILPERSON PARDO:** Yes. [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** Well, yeah. I mean, I...

**COUNCILPERSON DAVIS JOHNSON:** So then that..., that's pretty much everything that's in the request. If we're talking about the, the, the unused..., the vacation time, the sick time, the FRS contributions and the request for..., the request for...

**CHAIR PRO TEM MILLER-ANDERSON:** The severance, she doesn't get the 90, the severance, the money, 90 days...

**CHAIR DAVIS:** 20 weeks.

**CHAIR PRO TEM MILLER-ANDERSON:** Or..., whatever. Yeah. 20 weeks.

**COUNCILPERSON DAVIS JOHNSON:** We're just... Okay.



**MR. G. SMITH:** Right. The fi'.., the five month severance was offered but, in addition to that, there's a release that Ms. Jones would also be signing whi'.., which would be a part of the separation.

**CHAIR DAVIS:** And that release...

**CHAIR PRO TEM MILLER-ANDERSON:** What kind of release...

**CITY ATTORNEY DEGRAFFENREIDT:** The benefit of...

**MAYOR MASTERS:** What does that...

**CITY ATTORNEY DEGRAFFENREIDT:** ...the release means that.., and he wants a mutual release so that there will be no lawsuits or any claims made by the City as the employer or Ms. Jones as the employee, as part of the settlement process.

**MR. G. SMITH:** That, that [inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** The relationship is terminated...

**UNK:** [Inaudible].

**CITY ATTORNEY DEGRAFFENREIDT:** ...at the end. There are no more claims that can be based upon that relationship.

**MAYOR MASTERS:** Mr. Chair?

**CITY ATTORNEY DEGRAFFENREIDT:** That's the purpose of the releases.

**CHAIR DAVIS:** Go ahead, Mayor.

**MAYOR MASTERS:** Just briefly cause I'm, I'm getting this with cause and without cause kinda mixed up here, a little [chuckle] bit by now but I just wanna ask a question. The with cause, didn't you say that we.., you lay it out A, B, C, D and that's with cause, right? And then the, um, the defendant [chuckle], if you will, the City Manager would come back and can.., has a right to come back and refute it and say, 'A, B, C, D,' on her behalf. Then what happens...

**CITY ATTORNEY DEGRAFFENREIDT:** [Inaudible].

**MAYOR MASTERS:** ...after that? At the end of that, then what happens?

**CITY ATTORNEY DEGRAFFENREIDT:** Once she's had her name clearing hearing, uh...

**UNK:** What na'...

**CITY ATTORNEY DEGRAFFENREIDT:** ...that's it. She's only given the opportunity to challenge, of record, the falsity of the claims made against her.

**MAYOR MASTERS:** With cause.

**CITY ATTORNEY DEGRAFFENREIDT:** With..., it's with cause, yes.

**MAYOR MASTERS:** Okay. Just wanted to make sure everyone knew that.

**COUNCILPERSON HUBBARD:** Okay. So what...

**CITY ATTORNEY DEGRAFFENREIDT:** My point...

**COUNCILPERSON HUBBARD:** ...do we do now?

**CITY ATTORNEY DEGRAFFENREIDT:** ...that I wanted to make, once again, is that we have an opportunity where both the employer wants to terminate the relationship and the employee wants to terminate their relationship. That being the infrastructure of negotiations, explore that without being limited by the restrictions of the contract, which has been my suggestion and recommendation.

**CHAIR PRO TEM MILLER-ANDERSON:** So, we're not worried about the 20 weeks then? Cause that's, that's the issue here.

**CHAIR DAVIS:**[Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** I mean, that's what's gonna chan'..., I mean, it's, it's...

**CITY ATTORNEY DEGRAFFENREIDT:** No, no, you're not.

**CHAIR PRO TEM MILLER-ANDERSON:** ...simple but...

**CITY ATTORNEY DEGRAFFENREIDT:** No, you're not.

**CHAIR PRO TEM MILLER-ANDERSON:** ...it's the 20 weeks that... I mean, if it's that simple, then let's not do the 20 weeks.

**CITY ATTORNEY DEGRAFFENREIDT:** If, if, if the client is saying that that's not something they'd be considered, then, then we cannot go down that road.

**MR. G. SMITH:**I, I think we'd be..., I'm speaking for my client, I think we'd...

**UNK.:** [Inaudible].

**MR. G. SMITH:**...be flexible. I mean, I, I, I do agree with Mr. Degraffenreidt that we welcome the opportunity to negotiate and not be bound by the terms of the contract. And offering the City a, a, a release has value. I think that's been articulated well by the...

**CITY ATTORNEY DEGRAFFENREIDT:** And it does.

**MR. G. SMITH:**...City Attorney.

**CHAIR DAVIS:**[Inaudible].

**COUNCILPERSON HUBBARD:** The..., two, two questions, Mr. Chair.

**CHAIR DAVIS:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** The release now [pause]. Okay. So, so three things are left on the table that we're talking about here. We're talking about a release, a mutual release.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, ma'am.

**COUNCILPERSON HUBBARD:** We're talking about the City Manager coming back to defend her position and we're talking about the, um, 90 day transfer to Medicare.

**CHAIR DAVIS:** I don't think she's gonna come back.

**COUNCILPERSON HUBBARD:** Now...

[Inaudible dais comment]

**CHAIR DAVIS:** Once you do a release.

**MR. G. SMITH:** Councilmen, if I may, if, if there's an agreement reached, there would be no need to come back to have any, as Council put it, name clearing hearing. It would be done. The mutual release that will be signed, severs the relationship and precludes either parties.., either party, rather, from making any further claims. That would.., it would be a complete separation.

**MAYOR MASTERS:** But that's without cause?

**MR. G. SMITH:** That's a negotiation about...

**CHAIR PRO TEM MILLER-ANDERSON:** Negotiation.

**MR. G. SMITH:** ...a, a separation.

**MAYOR MASTERS:** Settlement.

**MR. G. SMITH:** That's correct.

**MAYOR MASTERS:** Right.

**MR. G. SMITH:** That's correct.

**CHAIR DAVIS:** It's not saying with or without, just negotiations, separations.

**MAYOR MASTERS:** It's a negotiated settlement.

**CITY ATTORNEY DEGRAFFENREIDT:** Negotiated separation agreement.

**CHAIR DAVIS:** Okay.

[Inaudible dais comment]

**COUNCILPERSON PARDO:** And that was the ori'...

**MAYOR MASTERS:** And that's...

**COUNCILPERSON PARDO:** The motion I had made.

**MAYOR MASTERS:** ...what I suggested [inaudible].

**CHAIR DAVIS:** I wanna ask the, the Vice Chair... [Inaudible].

**COUNCILPERSON HUBBARD:** [Sigh].

**MAYOR MASTERS:** [Chuckle].

**COUNCILPERSON HUBBARD:** Vice Chair, I'll just say this. Okay. I'm good with cause and I'm good with, I'm good with the, the Medi'..., the Medicare. So...

**CHAIR PRO TEM MILLER-ANDERSON:** So, I make a motion, motion that we terminate Ms. Jones with cause, um, with the addition of adding the Medicare transition.

**CHAIR DAVIS:** And she automatically gets the, um...

**CHAIR PRO TEM MILLER-ANDERSON:** That is understood. I'm...

**CHAIR DAVIS:** Correct. Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** ...assuming, right? I, I don't need to state that part.

**CHAIR DAVIS:** Okay. We have another motion...

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**CHAIR DAVIS:** ...on the floor. I can't take that motion.

**CHAIR PRO TEM MILLER-ANDERSON:** Effective tonight.

**CITY ATTORNEY DEGRAFFENREIDT:** Yes, sir. They are. And, um, Mr. Danny Jones will be Interim but we would need to meet to come up with our plan to...

**CHAIR DAVIS:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** ...secure a new City Manager within 30 days.

**COUNCILPERSON DAVIS JOHNSON:** 30 days?

[Inaudible dais comments]

**CHAIR PRO TEM MILLER-ANDERSON:** What? You don't want the 30 days?

[Inaudible dais comment]

**CHAIR PRO TEM MILLER-ANDERSON:** What is it? Say it again.

**COUNCILPERSON DAVIS JOHNSON:** 30 days?

**CHAIR PRO TEM MILLER-ANDERSON:** What, you want 60?

**COUNCILPERSON DAVIS JOHNSON:** How, how are...

**COUNCILPERSON PARDO:** How are we gonna do,...

**COUNCILPERSON DAVIS JOHNSON:** How are we...

**COUNCILPERSON PARDO:** ...a national search...

**COUNCILPERSON DAVIS JOHNSON:** ...gonna do a search?

**MAYOR MASTERS:** Are you saying the Interim City Manager?

**CHAIR PRO TEM MILLER-ANDERSON:** No. Take that part off. Interim City Manager, Mr. Danny Jones and then we need to meet so that we come back again so we can discuss on getting a permanent person in.

**CHAIR DAVIS:** And how we're gonna conduct that process?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**CHAIR DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** And I'll take the 30 off.

**CHAIR DAVIS:** I understand.

**CHAIR PRO TEM MILLER-ANDERSON:** And we can determine that when we meet again.

**MAYOR MASTERS:** [Inaudible] 60 or 90.

**CHAIR DAVIS:** That's fine.

**CHAIR PRO TEM MILLER-ANDERSON:** You want her to read the motion? Read the motion? It needs a second.

**COUNCILPERSON HUBBARD:** The..., okay. So does, um, so, that means that the term'..., the terms stand as they..., as they are. I wou'..., let me just s'..., let me ask this. The transition period is what's concerning me, Madam Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, I took it off. I took it off to say that we will...

**CHAIR DAVIS:**[Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** ...identify a date so we can meet and we can discuss it.

**CHAIR DAVIS:** So let's focus on this item.

**COUNCILPERSON HUBBARD:** We have a, um, let's see. Given..., I, you know, so that we can do, I guess, our due diligence with the change of..., the change of the guard, I, I would like us to, to bring in maybe a transition manager that can, in that period, be able to point out some, you know, some of the things to us. Someone that's..., that, that can..., some of the things that are going on with us, some of the department heads, as we pointed out, this is not just happening in the Utility Department, as you stated, it's...

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. But all of those details is why we would have another meeting so that we can discuss all that. Right now, the motion is just...

**CHAIR DAVIS:** Correct.

**CHAIR PRO TEM MILLER-ANDERSON:** ...to deal with this...

**CHAIR DAVIS:** Correct.

**CHAIR PRO TEM MILLER-ANDERSON:** ...issue. And then we'll come back...

[Inaudible background comment]

**CHAIR PRO TEM MILLER-ANDERSON:** ...and, and discuss all of that.

**COUNCILPERSON HUBBARD:** So...

**CHAIR PRO TEM MILLER-ANDERSON:** Cause it's gonna take more than tonight to do that.

**COUNCILPERSON HUBBARD:** Okay. So, in the meantime...

**CHAIR PRO TEM MILLER-ANDERSON:** Mr. Danny Jones will be acting until we come back. We can decide on when the meeting's gonna be tonight.

**COUNCILPERSON HUBBARD:** Okay. If we can decide on when it's gonna be tonight, then that's, that's, that's fine.

**UNK:** Go ahead.

**COUNCILPERSON HUBBARD:** Second it.

**CHAIR DAVIS:** So, there's a second on the floor but, sir, you got something you wanna state?

**MR. G. SMITH:** I just wanna make sure I'm clear, is the vote..., is there gonna be a negotiation or not? I wanna be clear on that.

**CHAIR PRO TEM MILLER-ANDERSON:** I didn't include the negotiation in my motion.

**MR. G. SMITH:** Okay.

**CHAIR DAVIS:** No, no.

**CHAIR PRO TEM MILLER-ANDERSON:** Other.., I mean, the only thing I added was the Medicare part...

**MR. G. SMITH:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** ...to the with cause.

**CHAIR DAVIS:** And, and she's automatically...

**CHAIR PRO TEM MILLER-ANDERSON:** The just cause.

**CHAIR DAVIS:** Then she's receiving the FRS, the.., her money out of the FRS so she can.. That's being req'... Well, she's obligated to receive that so no one's gonna...

**CHAIR PRO TEM MILLER-ANDERSON:** We don't need to even mention that cause it's...

**CHAIR DAVIS:** It's in there.

**CHAIR PRO TEM MILLER-ANDERSON:** ...understood...

**CHAIR DAVIS:** Right.

**CHAIR PRO TEM MILLER-ANDERSON:** ...unless... The only thing is...

**CHAIR DAVIS:** So, no one's contesting that. That's basically what he need...

**CHAIR PRO TEM MILLER-ANDERSON:** We're not contesting anything. I'm just saying with cause, the only thing we're adding in addition to is the Medicare portion of it.

**CHAIR DAVIS:** But you're saying we're not contesting any of it. So, if he's talking about something else, that's why...

**MR. G. SMITH:** Well, I, I meant, I just wanna be clear. I think you're...

**CHAIR DAVIS:** Cause he's talking about the 20 weeks now when you say you're not contesting anything.

**CHAIR PRO TEM MILLER-ANDERSON:** I'm not.., I'm doing with cau'.., just cause.

**CHAIR DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** The 20 weeks is without cause.

**CHAIR DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Which has nothing to do with what I'm talking about.

**MR. G. SMITH:** Right. Your Council has made, I think, the point about the liberty interest to be clear.

**CHAIR PRO TEM MILLER-ANDERSON:** Right.

**MR. G. SMITH:** And I'm, I'm sure it has to be factored in. But I wanna be very clear that, that there's a mutual release that's on the table, for what it's worth. So, we're..., I'm willing to negotiate if that's the City's wish, if it's not, we'll take it up.

Thank you.

**CHAIR DAVIS:** Okay. Alright?

**COUNCILPERSON DAVIS JOHNSON:** May I have a, may I have clarification on the, the mutual release? And I wanna make sure that...

**CHAIR DAVIS:** [Inaudible background comment].

**COUNCILPERSON DAVIS JOHNSON:** ...what you have indicated, Attorney Degraffenreidt is...

**CHAIR DAVIS:** [Inaudible background comment]

**COUNCILPERSON DAVIS JOHNSON:** ...what's covered in the contract and the mutual release just, just...

**CITY ATTORNEY DEGRAFFENREIDT:** The mutual release is now off the table.

**MAYOR MASTERS:** Off of...

**CITY ATTORNEY DEGRAFFENREIDT:** It's off the table. What I understand the motion to be is to terminate the City Manager with cause, which precludes the application of the severance provision. She will be entitled to all the salary and earning she has up until tonight. In addition to those, she's entitled to..., I forgot the exact request but whatever the medical provisions were to be provided in order that she could transition into Medicaid or Medicare.

**CHAIR DAVIS:** Okay.

**COUNCILPERSON DAVIS JOHNSON:** And I thought that we were discussing honoring the mutual release. Did I...

**CITY ATTORNEY DEGRAFFENREIDT:** The mutual releases were part of the process of negotiation outside the contract in order to resolve all issues.

**COUNCILPERSON DAVIS JOHNSON:** And we could'...



**CITY ATTORNEY DEGRAFFENREIDT:** But, but, but that has been lost because those issues that would have been negotiated and discussed were issues that would be, if I understood the offer correctly, related to a termination without a determination of cause for the termination. It would be a mutual termination of the relationship without any of those findings. That being off the table and that there is going to be a cause finding, which eliminates the severance provisions, then there's really nothing to discuss.

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**MAYOR MASTERS:** Mr., Mr. Chair?

**CITY ATTORNEY DEGRAFFENREIDT:** And, and it's been quite clear by opposing counsel that the release is not a matter that's considerable, at this time.

**MAYOR MASTERS:** So, [inaudible]...

**CITY ATTORNEY DEGRAFFENREIDT:** And I understand why.

**MAYOR MASTERS:** Well, hold on. Wait a minute. Mr. Chair?

[Inaudible background comment]

**CHAIR DAVIS:** Yes, sir. [Inaudible].

**MAYOR MASTERS:** I got...

[Inaudible comment]

**CHAIR DAVIS:** Thanks, thanks [inaudible].

**MAYOR MASTERS:** So, I guess what I'm, I'm really hearing, if that's off the table, then we can expect some lawsuits.

**MR. G. SMITH:** All I'm say'..., [stammer], from...

**MAYOR MASTERS:** That's kinda...

**MR. G. SMITH:** ...our position, it's been offered and if it's rejected then...

**MAYOR MASTERS:** You said you'll, you'll take it up from there. So.

**MR. G. SMITH:** We'll take it up..., whatever that means. I haven't discussed that with Ms. Jones. It's really her option but...

**MAYOR MASTERS:** Well, we know. I know what that means.

**MR. G. SMITH:** I think we've laid out reasonable terms. We don't have to have a finding of with cause or without cause. We can come up with reasonable settlement terms. I think Ms. Jones has a willingness to be flexible. I think your City Attorney articulated it perfectly that both sides, both sides

wanna, wanna separate. So, it's now a matter of coming up with reasonable terms. I'm willing to do that. I'm 100% for it. Mr. Degraffenreidt, I've called him several times, I've given him my cellphone number to call me on the weekends. I'm available to do it. If we're not gonna do it that way, we'll, we'll discuss it another way.

**CHAIR DAVIS:** Excuse me, Mayor. Can I get a motion to extend the meeting 15 more minutes, then we can go back to you? Cause we got...

**COUNCILPERSON HUBBARD:** So moved.

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**CHAIR DAVIS:** Okay. Just 15 minutes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes. Alright, Mayor.

**MAYOR MASTERS:** What are we..., what?

**CHAIR DAVIS:** No, we're going back to..., I wanna let you finish.

**MAYOR MASTERS:** Oh, no. I was good.

**CHAIR DAVIS:** Yeah?

**MAYOR MASTERS:** Yeah, I'm good.

**CHAIR DAVIS:** Alright. See how easy that was?

[Chuckle]

**CHAIR DAVIS:** Vice Chair?

**MAYOR MASTERS:** I'm just [inaudible] make my comments tonight. [Chuckle]. [Inaudible] a few months.

**CHAIR PRO TEM MILLER-ANDERSON:** No. We had a motion, I mean...

**CHAIR DAVIS:** Okay. Wanna call the question?

**CHAIR PRO TEM MILLER-ANDERSON:** I mean, unless somebody else got something to say?

**CHAIR DAVIS:** Anybody else got anything they wanna say? Before the question is called?

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIR DAVIS:** Yes, ma'am.

**COUNCILPERSON PARDO:** I still think that the motion that I made earlier, that failed, was a good motion. She walks away, no one says that she was fired with cause or without cause, we allow the attorneys to negotiate a settlement package and then that's it. It's clean and, you know, no one is thrown under the bus. We get a, um, you know...

**MR. G. SMITH:** Release.

**COUNCILPERSON PARDO:** You guys sign the contract., they sign the release and then that's ended. The end of it. It's clean, it's a clean separation. I fear, the way that we're going right now, we're gonna end up in a lawsuit. And I don't know if that's gonna happen, it's just, you know...

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**COUNCILPERSON PARDO:** Based on...

**UNK.:** [Inaudible].

**COUNCILPERSON PARDO:** ...conversation here [pause]...

**CHAIR DAVIS:** That's to...

**COUNCILPERSON PARDO:** I just...

**CHAIR DAVIS:** ...the Mayor...

**COUNCILPERSON PARDO:** I have a...

**CHAIR DAVIS:** ...or the Vice Chair?

**COUNCILPERSON PARDO:** ...problem with it.

**CHAIR DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Well...

**CHAIR DAVIS:** Vice Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, in, in regards to the lawsuit, I mean, we're sued all the time by different people so, I mean, that should not be something that we base our decision on but...

**COUNCILPERSON PARDO:** But it's clean...

**CHAIR PRO TEM MILLER-ANDERSON:** ...if it's a negotiation process that is to take place, I am not willing to negotiate with the 20 weeks. That is in there for the without cause. So if, if...

**CHAIR DAVIS:** No. We can go be'...

**CHAIR PRO TEM MILLER-ANDERSON:** ...we're saying...

**CHAIR DAVIS:** We can go less than that.

**CHAIR PRO TEM MILLER-ANDERSON:** No. If...

**CHAIR DAVIS:** If we...

**MR. G. SMITH:** We're flexible. I mean, that, that..., we've expressed that.

**CHAIR DAVIS:** Yeah.

**MR. G. SMITH:** There's, there's...

**CHAIR PRO TEM MILLER-ANDERSON:** Zero...

**MR. G. SMITH:** ...flexibility...

**CHAIR PRO TEM MILLER-ANDERSON:** ...weeks?

**MR. G. SMITH:** We're flexible. I don't know if we're that flexible but we're flexible.

[Audience laughter]

**CHAIR DAVIS:** Give her four.

**CHAIR PRO TEM MILLER-ANDERSON:** Huh?

**CHAIR DAVIS:** Give her four.

**CHAIR PRO TEM MILLER-ANDERSON:** We're gonna negotiate right here? [Chuckle].

**CHAIR DAVIS:** You can do it. If you want to.

**MR. G. SMITH:** I'm, I'm willing to do that.

**UNK:** No.

[Inaudible background comment]

**CHAIR DAVIS:** Yeah.

**MR. G. SMITH:** If Ms. Jones is.

**COUNCILPERSON DAVIS JOHNSON:** Yeah.

**MR. G. SMITH:** [Inaudible].

**CHAIR DAVIS:** Or, we can just go ahead and call the question.

**DEPUTY CITY CLERK BURGESS:** You wanna...

**CHAIR DAVIS:** There's no legal issue after moving forward.

**COUNCILPERSON HUBBARD:** I think we should negotiate right here.

**CHAIR PRO TEM MILLER-ANDERSON:** Settin' that point out?

**COUNCILPERSON DAVIS JOHNSON:** Well, well Mr. Chair?

**COUNCILPERSON HUBBARD:** I was just sayin', I don't think we should be sitting right here nego'...

**CHAIR PRO TEM MILLER-ANDERSON:** No. I don't, I don't...

**COUNCILPERSON HUBBARD:** ...negotiating anything.

**CHAIR PRO TEM MILLER-ANDERSON:** ...think so either and that's why I said it.

**COUNCILPERSON HUBBARD:** But, there are some things...

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**COUNCILPERSON HUBBARD:** You willing to negotiate anything or something, be it these, these 20 weeks or something, let them do that then. If, you know...

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So what happens...

**COUNCILPERSON HUBBARD:** I'm just supporting...

**CHAIR PRO TEM MILLER-ANDERSON:** ...in the meantime? What, what's gonna happen in the meantime? Is she...

**COUNCILPERSON DAVIS JOHNSON:** [Inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** ...she's gonna be off? Mr. Jones is gonna be here? When is it gonna come back to us?

**CHAIR DAVIS:** She's off.

**CHAIR PRO TEM MILLER-ANDERSON:** I mean, but when is it gonna come back to us? I mean, are we talking...

**COUNCILPERSON HUBBARD:** Oh, he'll let us know. Trust me.

**CHAIR PRO TEM MILLER-ANDERSON:** And how do we..., what if we don't agree then? What happens then?

**COUNCILPERSON HUBBARD:** Hey, then we do what we always do.

[Chuckles]

**CHAIR PRO TEM MILLER-ANDERSON:** Which is what?

[Laughter]

**COUNCILPERSON HUBBARD:** Mayor told you...

**CHAIR DAVIS:** [Inaudible]...

**COUNCILPERSON HUBBARD:** ...what he's settin' the stage for.

**CHAIR DAVIS:** ...negotiate?

**COUNCILPERSON PARDO:** Okay.

**CHAIR DAVIS:** We can let you negotiate.

**COUNCILPERSON PARDO:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. Oh, I'm not the Chair. He's the Chair.

**COUNCILPERSON PARDO:** Oh, you went back?

**CHAIR DAVIS:** Yeah.

**COUNCILPERSON PARDO:** Okay. Mr. Chair.

**CHAIR DAVIS:** Yes.

**COUNCILPERSON PARDO:** Okay. This is what I would propose. Again, let the two attorneys negotiate some kind of deal. We don't have to negotiate 20 weeks. Let them negotiate a deal, negotiate the release letter. In the meantime, Ms. Jones steps down and then bring something back to us and if it is something that we don't want, then, then you can just say no and she gets her, you

know, up until tonight, you know, the money that she earned up until tonight, along with her vacation and sick time and the 457 money.

**CHAIR DAVIS:** I don't...

**COUNCILPERSON PARDO:** And then, you know, and then that's the...

**CHAIR DAVIS:** Is that legal?

**CHAIR PRO TEM MILLER-ANDERSON:** Is what legal?

**CHAIR DAVIS:** That we don't make a dec'... Okay. I see what you're saying. I'm sorry.

**COUNCILPERSON PARDO:** Well, ask...

**CHAIR DAVIS:** I fo'..., I follow...

**COUNCILPERSON PARDO:** ...the Attorney.

**CHAIR DAVIS:** I follow you. I follow you on that.

**CHAIR PRO TEM MILLER-ANDERSON:** But what are you, what are you asking, is what legal?

**CHAIR DAVIS:** No. Because my question would be, if we dete'..., if we determine..., if we choose to separate now, effectively. Correct? Is that what you're asking, Councilperson Pardo?

**MAYOR MASTERS:** [Chuckle].

**COUNCILPERSON PARDO:** Yeah. But let's, you know...

**CHAIR PRO TEM MILLER-ANDERSON:** But if we terminate, what are you terminating on...

**COUNCILPERSON PARDO:** I'd like to hear...

**CHAIR PRO TEM MILLER-ANDERSON:** ...based on what...

**COUNCILPERSON PARDO:** ...from the Attorney.

**CHAIR DAVIS:** No. [Stammer]...

**COUNCILPERSON PARDO:** If we can do that.

**CHAIR DAVIS:** ...it's just a separation....

**COUNCILPERSON PARDO:** Right.

**CHAIR DAVIS:** You go your way, we go our way. We're done.

**COUNCILPERSON PARDO:** Separate tonight...

**CHAIR DAVIS:** Yeah.

**COUNCILPERSON PARDO:** ...and then, negotiate. Have the parties sit down tomorrow and negotiate a settlement agreement. It'll come back to the Council. If the Council doesn't like it, then move forward with, you know, whatever you're gonna do...

**CHAIR DAVIS:** What the motion is.

**COUNCILPERSON PARDO:** ...terminate her with cause or she just walks away with what she's entitled to, the money up until tonight, sick and vacation, her 457 money and, um, you know, if you wanna be generous and give her the three months health insurance so she can transition into Medicaid. And that's...

**CHAIR PRO TEM MILLER-ANDERSON:** So...

**COUNCILPERSON PARDO:** ...it.

**CHAIR PRO TEM MILLER-ANDERSON:** So, I have a question.

**COUNCILPERSON HUBBARD:** We said all that though?

**COUNCILPERSON PARDO:** [Inaudible].

**CHAIR DAVIS:** Vice Chair.

**COUNCILPERSON PARDO:** So see if you can negotiate a...

**CHAIR DAVIS:** Vice Chair.

**COUNCILPERSON PARDO:** ...an agreement.

**CHAIR PRO TEM MILLER-ANDERSON:** So, say after...

**COUNCILPERSON PARDO:** And then it's just clean.

**CHAIR PRO TEM MILLER-ANDERSON:** ...after we've done the negotiations, we don't agree with it, whatever, it comes back to us, we do the without cause. You all still have the opportunity to come back with the, the name clearing suit or whatever or we gonna...

**MR. G. SMITH:** Or cause. You said without cause, you meant...

**CHAIR PRO TEM MILLER-ANDERSON:** With cause.

**MR. G. SMITH:** ...for cause?

**CHAIR PRO TEM MILLER-ANDERSON:** With cause.

**MR. G. SMITH:** Okay.



**CHAIR PRO TEM MILLER-ANDERSON:** Just cause. Mhmm. You all still can come back and do what you were stating earlier?

**MR. G. SMITH:** Yes. But I'm confident if, if there's a representative of this Council, working along with Council here...

**CHAIR PRO TEM MILLER-ANDERSON:** Mhmm.

**MR. G. SMITH:** I have no doubt that we probably will be able to reach an agreement.

**MAYOR MASTERS:** And that's why I suggested the Chair.

**MR. G. SMITH:** I'm confident we...

**UNK:** Okay.

**MR. G. SMITH:** ...could reach an agreement.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Well, let's, let's vote my motion and if you all wanna vote it down, you can vote it down and then we can go from there.

**COUNCILPERSON HUBBARD:** Restate your motion for me.

**MAYOR MASTERS:** [Chuckle]

[Inaudible dais comments]

**DEPUTY CITY CLERK BURGESS:** Terminate with cause with an additional 90 day healthcare, effective tonight and have Mr. Danny Jones, Interim and Council will come back with a plan to secure a city manager.

**CHAIR DAVIS:** Okay. I'll let ya'll do what you want.

**CHAIR PRO TEM MILLER-ANDERSON:** Did you have a second already?

**MAYOR MASTERS:** Ms. Duncombe, we're gonna put you right back in the back if you keep [inaudible]. [Chuckle].

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**MAYOR MASTERS:** She's just talking all night. [Chuckle].

**CHAIR DAVIS:** Do you have questions or anything you wanna say?

**MAYOR MASTERS:** No. I don't.

**COUNCILPERSON HUBBARD:** Okay. So, that means that there's no, um, no negotiations.

**CHAIR DAVIS:** She sa'...

**CHAIR PRO TEM MILLER-ANDERSON:** Not in my motion. That's why...

**COUNCILPERSON HUBBARD:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** ...I said., that's what my motion was so if we...

**CHAIR DAVIS:** So...

**CHAIR PRO TEM MILLER-ANDERSON:** ...wanna vote it down, we can vote it down, then we can...

**CHAIR DAVIS:** So, before the question...

**CHAIR PRO TEM MILLER-ANDERSON:** If that's what you wanna do.

**CHAIR DAVIS:** ...is called, so we can just move, move forward.

**COUNCILPERSON HUBBARD:** Yep.

**CHAIR DAVIS:** I just wanna ask one question. So, basically...

[Clapping]

**CHAIR DAVIS:** ...this motion, basically, is saying, outside of the, the insurance and what's due to her with the retire',. with the FRS, there's no negotiations for anything else?

**CHAIR PRO TEM MILLER-ANDERSON:** No. Because the, the contract protects her on that part of it. The only thing we're adding is the...

**CHAIR DAVIS:** Right.

**CHAIR PRO TEM MILLER-ANDERSON:** ...the Medicare...

**CHAIR DAVIS:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** Medicare.

**CHAIR DAVIS:** So, there's no negotiation on...

**CHAIR PRO TEM MILLER-ANDERSON:** No.

**CHAIR DAVIS:** ...nothin' else?

**CHAIR PRO TEM MILLER-ANDERSON:** Not on this motion, no. There's not.

**COUNCILPERSON HUBBARD:** So, you're gonna put an..., put an..., are you saying you're gonna put another motion forward? What are you saying?

**CHAIR PRO TEM MILLER-ANDERSON:** I'm not...

[Inaudible background comments]

**MAYOR MASTERS:** If it votes...

**CHAIR PRO TEM MILLER-ANDERSON:** I'm...

**MAYOR MASTERS:** ...going down.

**CHAIR PRO TEM MILLER-ANDERSON:** Let's just call my motion and if it gets voted down, you all can go put whatever motion you want to out there.

**CHAIR DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Cause it was already out there.

**CHAIR DAVIS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** So let's vote on it, if the majority don't want it, then we do what was just suggested.

**CHAIR DAVIS:** Madam Clerk.

[Inaudible audience comment]

**MAYOR MASTERS:** They calling it now.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** No.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** No.

**DEPUTY CITY CLERK BURGESS:** Pro Tem MillerAnderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**DEPUTY CITY CLERK BURGESS:** That motion passed with Councilperson...

[Clapping]

**DEPUTY CITY CLERK BURGESS:** ...Davis Johnson and Councilperson Pardo dissenting.

**CHAIR DAVIS:**[Sigh]. Okay. So we're, um...

**CHAIR PRO TEM MILLER-ANDERSON:** What time [inaudible]?

**CHAIR DAVIS:**No. We have...

**MAYOR MASTERS:** We having comments?

[Inaudible comment]

**CHAIR DAVIS:**No. I don't think we have anymore comment cards.

**MAYOR MASTERS:** No. I'm talking about up here. The Mayor and Council.

**CHAIR DAVIS:**We got one more Item...

**MAYOR MASTERS:** One more...

**CHAIR DAVIS:**Well, we're done with this.

**MAYOR MASTERS:** I don't think we do.

**CHAIR DAVIS:**So, we got another Agenda next. Another meeting.

[Inaudible dais comment]

### **DISCUSSION AND DELIBERATION**

**CHAIR DAVIS:**So, let's go to Discussions and Deliberations by the Council. Unless you wanna go to the next meeting. We have another...

**MAYOR MASTERS:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** But you haven't finished the Agenda yet.

**COUNCILPERSON PARDO:** Don't we have to vote on whether or not we're extending this?

**CHAIR PRO TEM MILLER-ANDERSON:** Well, we've got 'til...

**CHAIR DAVIS:**No. We still have...

**COUNCILPERSON HUBBARD:** We just did...

**CHAIR DAVIS:**...10 minutes left.

**CHAIR PRO TEM MILLER-ANDERSON:** ...10:43.

**CHAIR DAVIS:**Yeah. There's 10 minutes left.

**CHAIR PRO TEM MILLER-ANDERSON:** But...

**COUNCILPERSON PARDO:** How many more minutes do we have?

**CHAIR PRO TEM MILLER-ANDERSON:** 10:43.

**MAYOR MASTERS:** [Inaudible].

**CHAIR DAVIS:** This is a separate meeting. Okay. So, any discussions, deliberations by the Board?

**COUNCILPERSON PARDO:** Yes.

**CHAIR DAVIS:** Yes. Go ahead.

**CITY ATTORNEY DEGRAFFENREIDT:** Mhmm.

**COUNCILPERSON PARDO:** Mr. Chair?

**CHAIR DAVIS:** Yes, ma'am.

**COUNCILPERSON PARDO:** Okay. I have, um..., alright, so this is for the Interim City Manager? [Pause]. I would like someone to take a look at the Blue Heron Bridge. On, um, on the side heading west, there's major potholes. We resurfaced that bridge about four or five years ago and for us to have all of those potholes right now, is totally unacceptable. So, I would suggest before we reach out to the state, I would suggest that you guys take a look at it and, you know, try to figure out whether or not the contractor can be held responsible. Because, I believe, the next time that bridge is scheduled to be resurfaced, is probably in another 16 years. Right? They usually resurface it every 20 years.

**CHAIR PRO TEM MILLER-ANDERSON:** Pull your mic up, your mic.

**COUNCILPERSON PARDO:** Yeah. They shut me off.

**CHAIR PRO TEM MILLER-ANDERSON:** Oh. [Chuckle].

**CHAIR DAVIS:** [Inaudible].

**COUNCILPERSON PARDO:** It's dead.

[Inaudible background comment]

**CHAIR DAVIS:** It's on.

**COUNCILPERSON PARDO:** It's dead.

**CHAIR DAVIS:** We hear [stammer]...

**COUNCILPERSON PARDO:** So anyway, I would, I would ask you to take a look at that.

**DEPUTY CITY MANAGER JONES:** Yes, ma'am.

**COUNCILPERSON PARDO:** Alright? I brought this up about six months ago. And then, the other thing I'd like to mention is...

**CHAIR DAVIS:**[Inaudible].

**COUNCILPERSON PARDO:** Hold on one second, there was one other thing. [Sigh]. Park Avenue. At our meeting last week, we were talking about the lift stations. For the past week, once again, no one has been there but I think there's a problem because now there's a 24 hour stench. And, you know, [stammer], there's obviously something wrong. Something is leaking over there for us to have that stench there's, you know I would appreciate someone taking a look at that tomorrow morning? Please. Alright. Thank you.

**DEPUTY CITY MANAGER JONES:** Yes, ma'am.

**COUNCILPERSON PARDO:** Thanks.

**DEPUTY CITY MANAGER JONES:** We'll make sure somebody gets...

**COUNCILPERSON PARDO:** Thank you.

**DEPUTY CITY MANAGER JONES:** ...on it first thing in the morning.

**CHAIR PRO TEM MILLER-ANDERSON:** Chair, can I make a motion that we extend the meeting for 15 minutes so that we can finish through this and then decide on when we're gonna schedule the meeting to discuss the Manager and the other meeting that we didn't get to the workshop.

[Inaudible dais comments]

**COUNCILPERSON DAVIS JOHNSON:** Second.

**CHAIR DAVIS:** 11:00 o'clock.

**CHAIR PRO TEM MILLER-ANDERSON:** 20 minutes 'till 11:00 o'clock.

**CHAIR DAVIS:** Okay.

**COUNCILPERSON HUBBARD:** Second.

**CHAIR DAVIS:** Madam Clerk.

**DEPUTY CITY CLERK BURGESS:** Councilperson Hubbard?

**COUNCILPERSON HUBBARD:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Davis Johnson?

**COUNCILPERSON DAVIS JOHNSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Councilperson Pardo?

**COUNCILPERSON PARDO:** Yes.

**DEPUTY CITY CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY CITY CLERK BURGESS:** Chair Davis?

**CHAIR DAVIS:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. So, I, I don't have to have any comments.

**CHAIR DAVIS:** I don't have any as well. I think [inaudible]...

**MAYOR MASTERS:** I do.

**CHAIR DAVIS:** Mayor, go ahead.

**MAYOR MASTERS:** Yeah. Just, just quickly. I just want to reiterate that, on Sunday, October the 2<sup>nd</sup>, at 6:00 p.m. at the Stonybrook project, we are expecting hundreds of people from Rivera Beach, including our residents. I just received an email, since I've been here. There's a lady there that's been, since May, that has not had air. Children are playing in dirt, the, the playground equipment is shameful. The list goes on and on. The lack of security or no security. I've been there several times, I haven't seen 'em when I've gone there. It's important that we do not allow shameful living conditions to exist in our City. Not just Stonybrook but anywhere. People have the right to live in sanitary conditions. As Ms. Duncombe pointed out earlier, this is just not., we're not just fighting this fight on one, one ground., one level. Legally, in the courts, it's being fought in, um, congress. There was a hearing so, there's a lot of action that's gonna be going on. But the purpose of the march., of, of the protest is to put the spotlight on Stonybrook and put the spotlight on it now and make our demands now. We want air now, we want security, 24 hours, now, we want our children not playing in dirt, we want them to play in the right type of playground now. And there are some demands that we., we want mold gone now. And, as the other things play out cause you know, in the court system, that these things don't happen over night. They have to get in front of the judge and congress, so we're all doing all different things. So, I wanna thank Councilwoman Tonya Davis Johnson, it's in her District, for her leadership there and also Dawn Pardo, the Chair has been involved, the Stonybrook... I've been involved. And all of us are doing different things and, uh, I'm sure that all of us will, will have something to do to get involved.

Thank you, Mr. Chair. Let me just say this, for those of you who may not understand the relationship of the Chair and I, sometimes we may go back and forth for a second or two, that's because he's Peter and I'm James.

**CITY ATTORNEY DEGRAFFENREIDT:** [Chuckle].

**MAYOR MASTERS:** I'm the son of Thunder and he's hot-headed Peter.

**CHAIR DAVIS:** You David.

**CITY ATTORNEY DEGRAFFENREIDT:** [Chuckles]

**MAYOR MASTERS:** We make it., we make it.

Thank you. Thank you, Mr. Chair.

**CHAIR DAVIS:** Alright. Any other questions or comments by the rest of the Board?

**CITY ATTORNEY DEGRAFFENREIDT:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** No. Why don't., we need to make sure we take care of that.

**CHAIR DAVIS:** Okay. So, motion to adjourn this meeting so we can open up the other one? [Pause]. Or you wanna talk about...

**CHAIR PRO TEM MILLER-ANDERSON:** No. Let's, let's talk about the meeting...

**COUNCILPERSON HUBBARD:** The date for the next [inaudible]...

**CHAIR PRO TEM MILLER-ANDERSON:** The date...

**CHAIR DAVIS:** We can just...

**CHAIR PRO TEM MILLER-ANDERSON:** ...for the next...

**CHAIR DAVIS:** ...do it the next Coun'., the very next Council meeting. Put it on the...

**DEPUTY CITY MANAGER JONES:** Okay.

**CHAIR DAVIS:** ...first Item on the Agenda.

**CHAIR PRO TEM MILLER-ANDERSON:** Well, we need the., yeah. We just need to say it.

**DEPUTY CITY MANAGER JONES:** October 5<sup>th</sup>.

**CHAIR DAVIS:** October 5<sup>th</sup>.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**CHAIR DAVIS:** Mhmm.

**CHAIR PRO TEM MILLER-ANDERSON:** So, we'll put that on...

**CHAIR DAVIS:** Yeah. We ain't gotta...

**CHAIR PRO TEM MILLER-ANDERSON:** ...to discuss...



**CHAIR DAVIS:**...create another meeting. Yeah. October 5<sup>th</sup>, next Council meeting, we'll have that Item on the Agenda.

**CHAIR PRO TEM MILLER-ANDERSON:**     Alright.

**CHAIR DAVIS:**Okay? Okay. Motion to adjourn this meeting.

**CHAIR PRO TEM MILLER-ANDERSON:**     So moved.

**COUNCILPERSON DAVIS JOHNSON:**     So moved.

[Gavel]

[After meeting chatter]

### **Public Comment Speakers and Others**

DEPUTY CITY CLERK JACQUELINE BURGESS.....DEPUTY CITY CLERK  
BURGESS

BESSIE BROWN.....MS. B. BROWN

ASST. DIRECTORY OF COMMUNITY .....ASST. DIRECTOR COMMUNITY  
DEVELOPMENT JEFF GAGNON..... DEVELOPMENT GANNON

MARIE SULLEN .....RISK MANAGER M. SULLEN

MAMI KISNER .....MS. M. KISNER

MARY BRAM .....MS. M. BRAM

RICK KING .....MR. R. KING

FANE LOZMAN.....MR. F. LOZMAN

TROY PERRY .....ASST. TO THE CITY MANAGER  
PERRY

HUMAN RESOURCES DIRECTOR BRUCE DAVIS....HR DIRECTOR DAVIS

POLICE CHIEF CLARENCE WILLIAMS.....POLICE CHIEF C. WILLIAMS

COUNTY COMMISSIONER MACK BERNARD .....COMMISSIONER M. BERNARD

MARGARET SHEPHERD .....MS. M. SHEPHERD

PARKS & REC DIRECTOR ..... PARKS& REC DIRECTOR

RICHARD BLANKENSHIP ..... BLANKENSHIP

NORMA DUNCOMBE .....MS. N. DUNCOMBE

TINA WHITE .....MS. T. WHITE

TOMMY WALKER.....MR. T. WALKER

WILLIS WILLIAMS .....MR. W. WILLIAMS

GRASFORD SMITH, ESQ. ....MR. G. SMITH

**APPROVED:**

\_\_\_\_\_  
**THOMAS A. MASTERS**  
**MAYOR**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
**CITY CLERK**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**COUNCILPERSON**

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**COUNCILPERSON**

\_\_\_\_\_  
**DAWN S. PARDO**  
**COUNCILPERSON**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:** DECEMBER 7, 2016