

**CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
SPECIAL CITY COUNCIL MEETING MINUTES
FRIDAY, JANUARY 27, 2017 AT 3:00 P.M.
MUNICIPAL COMPLEX COUNCIL CHAMBERS**

(The following may contain unintelligible or misunderstood words due to the recording quality.)

Before meeting chatter]

[Gavel]

CALL TO ORDER

CHAIRPERSON DAVIS: Good afternoon. Welcome to the City of Riviera Beach Special City Council meeting, January 27th. I'd like to welcome you all.

ROLL CALL

INVOCATION

CHAIRPERSON DAVIS: Madam Clerk, roll call, please.

CITY CLERK ANTHONY: Mayor Thomas Masters?

MAYOR MASTERS: Present.

CITY CLERK ANTHONY: Chairperson Terence Davis?

CHAIRPERSON DAVIS: Here.

CITY CLERK ANTHONY: Chair Pro Tem KaShamba Miller-Anderson. [Pause]. Councilperson Lynne Hubbard? [Pause]. Councilperson Tonya Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Here.

CITY CLERK ANTHONY: Councilperson Dawn Pardo?

COUNCILPERSON PARDO: Present.

CITY CLERK ANTHONY: Assistant to the City Manager Troy Perry.

ASST. TO CITY MANAGER PERRY: Present.

CITY CLERK ANTHONY: City Clerk Claudene Anthony. City Attorney Andrew Degraffenreidt, III.

CITY ATTORNEY DEGRAFFENREIDT: Here.

CITY CLERK ANTHONY: You have a quorum.

CHAIRPERSON DAVIS: Thank you.

PLEDGE OF ALLEGIANCE

CHAIRPERSON DAVIS: We will stand for a moment of silence and the Pledge will be led by the Mayor.

[Moment of silence]

MAYOR MASTERS: Shall we pledge?

ALL: I pledge allegiance to the Flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible with liberty and justice for all.

CHAIRPERSON DAVIS: Thank you.

AGENDA APPROVAL

ADDITIONS, DELETIONS OR SUBSTITUTIONS

CHAIRPERSON DAVIS: Mr. Perry, any additions, deletions or substitutions?

ASST. TO CITY MANAGER PERRY: None, Mr. Chair.

CHAIRPERSON DAVIS: Alright.

DISCLOSURES BY COUNCIL

CHAIRPERSON DAVIS: Any disclosures by Council? [Pause]. Here none.

ADOPTION OF AGENDA

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

COUNCILPERSON PARDO: So moved.

COUNCILPERSON DAVIS JOHNSON: Second.

CHAIRPERSON DAVIS: Properly moved and second. Madam Clerk.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERKANTHONY: Unanimous vote.

CHAIRPERSON DAVIS: Thank you. Now, we're gonna go to [pause], discussion... And, before I get started, if you haven't had a chance to fill out a public comment card, it's the yellow card in the back. We move to a yellow for this meeting.

DISCUSSIONS AND DELIBERATIONS

CHAIRPERSON DAVIS: Now, discussions and deliberations we have our

DISCUSSION AND DELIBERATION IN NAMING THE PERMANENT CITY MANAGER TO BE IN COMPLIANCE WITH THE CITY CHARTER.

CHAIRPERSON DAVIS: So, let the record reflect that Vice Chair Miller-Anderson is here. We will start with Attorney Degraffenreidt.

CITY ATTORNEY DEGRAFFENREIDT: You will be..., please recall at your last meeting, the Council ranked the applicants for the City Manager's position again and directed Staff to negotiate the terms and conditions of prospective employment. Toward that end, we have received from the candidate, Mr. Evans, what his demands were. We have provided you with our recommendations relative to his position and we, I think, provided you with what we think is appropriate and we're asking for authority to make that our counteroffer to the employment terms proposed by the candidate.

CHAIRPERSON DAVIS: Okay. So what, what [stammer], must we do today to make sure that we're consistent with making sure we stick with our Charter and don't violate the Charter?

CITY ATTORNEY DEGRAFFENREIDT: Candidly, the Charter requires there be appointment at the end of the day. The, the...

CHAIRPERSON DAVIS: Okay.

CITY ATTORNEY DEGRAFFENREIDT: ...issue, whether..., when that is, is up to dispute. The end of the business day is 5:00, the end of the day, as defined by custom, would be 12:00 o'clock tonight.

CITY CLERK ANTHONY: 11:59.

CITY ATTORNEY DEGRAFFENREIDT: The probabilities of meeting that are remote given the fact that we have not been able to provide a counteroffer, at this point, to what

has been demanded by the person we're considering. It takes time for him to review and respond to it, obviously, and I anticipate that there will be things that he does not agree with, with our term and there will be a return volley. There is really no agreement and, in order to have an understanding of what the terms and conditions of the employment will be in a mutual agreement, needs to be worked out. Until that's worked out, we're still in negotiation stage. I cannot determine when that's gonna be completed. It probably will not be before.., it will [stammer] done today. I do not anticipate that, at this point.

CHAIRPERSON DAVIS: Okay.

CITY ATTORNEY DEGRAFFENREIDT: But it's possible.

CHAIRPERSON DAVIS: Okay. So, this, this is what I would like to ask for in discussion to that. So that we, based upon our legal advise, so we still have to approve something to go back as a counteroffer then wait to hear back from the gentleman.

CITY ATTORNEY DEGRAFFENREIDT: Yes, sir.

CHAIRPERSON DAVIS: And give him ample time to review it and ample time to reply.

CITY ATTORNEY DEGRAFFENREIDT: Yes, sir.

CHAIRPERSON DAVIS: Which [stammer], which will be in response between both parties.

CITY ATTORNEY DEGRAFFENREIDT: Yes, sir.

CHAIRPERSON DAVIS: One of the things I'd like to talk about is, how would the Council feel that we appoint someone permanently until this process is done so we still stay consistently.., consistent with our Charter? Pending that this come back for an approval? Could we do something like that?

COUNCILPERSON DAVIS JOHNSON: Is the question... I mean, I'm sorry, Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON DAVIS JOHNSON: Is the.., I think the question is temporarily, not permanently.

CHAIRPERSON DAVIS: Well we.., whatever language we must use to stay within the Charter...

COUNCILPERSON DAVIS JOHNSON: Mhmm.

CHAIRPERSON DAVIS: ...because the Charter doesn't say an Interim City Manager, it say' appoint someone.

COUNCILPERSON DAVIS JOHNSON: Mhmm.

CHAIRPERSON DAVIS: So, it doesn't say temporarily or that so, unless Mr. Degraffenreidt can clarify that, I will stay consistent whatever it is that we can do.

COUNCILPERSON DAVIS JOHNSON: Mhmm. Thank you.

MAYOR MASTERS: Mr. Chairman?

CHAIRPERSON DAVIS: Can we say temporarily, Mr., Attorney Degraffenreidt and still stay consistent with the Charter?

CITY ATTORNEY DEGRAFFENREIDT: Temporary and interim pretty much [chuckle] mean the same thing.

CHAIRPERSON DAVIS: Okay.

COUNCILPERSON PARDO: Um...

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON DAVIS: But...

COUNCILPERSON PARDO: Mr. Chair?

CHAIRPERSON DAVIS: Hold on, Mayor, hold on, Mayor. I'mma get to you, I just wanna get this clarified. I wanna stay consistent with the Charter. So, the Charter says it's okay that we can use interim?

CITY ATTORNEY DEGRAFFENREIDT: No, it does not.

CHAIRPERSON DAVIS: That., that's what I'm., that's where I am. Does the Charter allows us...

CITY ATTORNEY DEGRAFFENREIDT: There, there...

CHAIRPERSON DAVIS: ...to use...

CITY ATTORNEY DEGRAFFENREIDT: ...there's a period of time... You, you, you gotta address what the intent of the language is.

CHAIRPERSON DAVIS: And that's why I said it...

CITY ATTORNEY DEGRAFFENREIDT: The intent... I'm sorry.

CHAIRPERSON DAVIS: I'm sorry. And that's why I said that we appoint someone until this process is complete. So, let's say if we appoint someone for 30 days and that gives us time to, to go back and forth with Mr. Evans to determine whether or not we wanna approve a contract.

CITY ATTORNEY DEGRAFFENREIDT: That is a possibility. What the Charter requires is that by majority vote, the Council...

CHAIRPERSON DAVIS: Right.

CITY ATTORNEY DEGRAFFENREIDT: ...appoint a Manager for an indefinite period of time.

CHAIRPERSON DAVIS: Understood. Mayor.

MAYOR MASTERS: Yes. Um...

CHAIRPERSON DAVIS: Then, Pardo.

MAYOR MASTERS: Um, who, who, who is the someone. I heard you say someone. I think that would be important to [stammer] be upfront of whoever to say who it is and then the Council will..., can use their judgment as to if they, uh, are satisfied with the someone.

CHAIRPERSON DAVIS: You talking to me?

MAYOR MASTERS: I'm just talking in general. Yeah. I, I understand the concept and I really appreciate the fact, Mr. Chair, that we don't wanna rush to judgment and, and as the, the Attorney basically said, is probably improbable that it's gonna happen before today. So, we definitely..., time is, is, is a jewel and, um, but the concept of, you know, at least, we'll be in, in compliance with the Charter if we appoint someone that the Council can agree to for two weeks, three weeks, a month, whatever, we'll have a City Manager for that period of time and then, by that time, we should have a contract in accordance, in agreement with the, the new City Manager, Mr. Evans.

CHAIRPERSON DAVIS: Councilperson Pardo.

COUNCILPERSON PARDO: Well, I agree with what you said because that's what I had recommended the other night. Right? Just sign a contract. You could sign a contract for a week or two weeks...

[Inaudible dais comment]

COUNCILPERSON PARDO: ...with the current City Manager and, and I would think within two weeks we're going to know whether or not Mr. Evans is going to approve of what we are offering him. So, you know.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Councilperson Davis Johnson.

COUNCILPERSON DAVIS JOHNSON: I am not opposed to continuing on with Mr. Jones until such time as we have completed the negotiations with the desired

candidate. That, for me, ensures a, a consistent operation, it continues, you know, the, the continuity of leadership and we can move forward in the various negotiations with Mr. Evans until such time as all parties agree to the terms and conditions that are stated, either in this contract or some amended version of it.

CHAIRPERSON DAVIS: Cool. I heard from everyone. Vice Chair Miller-Anderson, you have any comments regarding this matter?

CHAIR PRO TEM MILLER-ANDERSON: Yes, I do otherwise I'm trying to figure out... Okay. Let me, let me just ask one question since I kinda came in late, the notice.., and maybe I missed this at the beginning of the meeting, the notice that was posted said approval of City Manager to avoid violation of Charter but the Agenda says discussion and deliberation in naming a permanent City Manager to be in compliance with the City Charter. Why, why are they different?

CHAIRPERSON DAVIS: Mm, I don't, I don't recall.

CHAIR PRO TEM MILLER-ANDERSON: Who did the Agenda? [Pause]. The Agenda says discussion and deliberation in naming a permanent City Manager to be in compliance with the City Charter. That is totally different from what was noticed, so who changed it? [Pause]. Di'.., who did the Agenda?

UNK: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: Okay. Who directed...

CHAIRPERSON DAVIS: Let, let's let her come to the mic.

CHAIR PRO TEM MILLER-ANDERSON: Okay. Come on.

CHAIRPERSON DAVIS: For the record.

MS. D. MITCHELL: Good afternoon. Dorothy Mitchell, I'm the Executive Assistant in the City Manager's office. I prepared the Agenda based on the City Manager Danny Jones asking me to put in there.

CHAIR PRO TEM MILLER-ANDERSON: So, Danny Jones asked it to be written out exactly...

MS. D. MITCHELL: Yes.

CHAIR PRO TEM MILLER-ANDERSON: ...as it's there?

MS. D. MITCHELL: As it was a discussion and deliberation, he wanted me to put it under discussion and deliberation and indicate that this meeting was for the purpose of naming a permanent City Manager.

CHAIRPERSON DAVIS: To stay in compliance with our Charter.

MS. D. MITCHELL: Yes.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: And then...

CHAIR PRO TEM MILLER-ANDERSON: Thank you.

CHAIRPERSON DAVIS: ...moving forward with the process like we're discussing as well.

CHAIR PRO TEM MILLER-ANDERSON: Thank you, Ms. Dorothy.

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: But that's not what we're doing. That's not what we... First of all, why, why did Mr. Danny Jones get involved in this when Ms. Pardo and Mr. Davis said approval of City Manager to avoid violation of Charter. Why is it.., why would he have taken it a different direction?

CHAIRPERSON DAVIS: [Stammer] because you asked.., I believe he was trying to focus on the intent on why we're here.

CHAIR PRO TEM MILLER-ANDERSON: He...

CHAIRPERSON DAVIS: [Stammer].

CHAIR PRO TEM MILLER-ANDERSON: ...can't.., he can't dictate what the intent is that why we're...

CHAIRPERSON DAVIS: Why can't...

CHAIR PRO TEM MILLER-ANDERSON: ...here because you two are the ones that called the meeting. Right?

CHAIRPERSON DAVIS: No. We called the meeting and we're gonna ta'...

CHAIR PRO TEM MILLER-ANDERSON: So, what was your intent?

CHAIRPERSON DAVIS: The intent was.., the initial intent was to stay consistent with our City Charter. We're...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: ...in violation if we don't take c'...

CHAIR PRO TEM MILLER-ANDERSON: That, that...

CHAIRPERSON DAVIS: Hold, hold on.

CHAIR PRO TEM MILLER-ANDERSON: I understand...

CHAIRPERSON DAVIS: Now, you asked me a...

CHAIR PRO TEM MILLER-ANDERSON: No, no.

CHAIRPERSON DAVIS: ...question. Please...

CHAIR PRO TEM MILLER-ANDERSON: I understand...

CHAIRPERSON DAVIS: ...allow me to answer ...

CHAIR PRO TEM MILLER-ANDERSON: ...that...

CHAIRPERSON DAVIS: ...the question.

CHAIR PRO TEM MILLER-ANDERSON: ...point. What I'm saying is, I understand.., I understand what you are saying but I'm trying to find out why did it change? Why did the language change?

CHAIRPERSON DAVIS: That can be just a simple error. I don't know. I'm not the City Manager so I can't a'.., ask the qu'.., ans'...

CHAIR PRO TEM MILLER-ANDERSON: Okay. Well, let's get...

CHAIRPERSON DAVIS: ...answer the question.

CHAIR PRO TEM MILLER-ANDERSON: ...Danny Jones to come to the mic then. Please have Mr. Danny Jones come to the mic.

CHAIRPERSON DAVIS: Who you want to do it?

CHAIR PRO TEM MILLER-ANDERSON: Whoever, if he's watching, he, he knows I'm calling for him or anybody can tell him to come.

COUNCILPERSON DAVIS JOHNSON: Oh my.

CHAIRPERSON DAVIS: Oh [inaudible].

[Pause].

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON DAVIS: Take your time.

MAYOR MASTERS: We, we don't know how long that's gonna take to get him and I was just wondering, we don't need to be on the air with silent, quiet time and it's live now.

CHAIRPERSON DAVIS: [Stammer].

MAYOR MASTERS: And I [stammer]. No, just let me ask the question. I'm just gonna ask a.., just a simple question. I was just wondering if you [inaudible] that maybe could take public comment or something to keep us, keep us from being...

CHAIRPERSON DAVIS: I get it. Okay.

MAYOR MASTERS: ...uh, with, with...

CHAIRPERSON DAVIS: I'm cool with that.

CHAIR PRO TEM MILLER-ANDERSON: Okay...

MAYOR MASTERS: ...with no sound and no picture.

CHAIRPERSON DAVIS: Yeah. I...

CHAIR PRO TEM MILLER-ANDERSON: I...

CHAIRPERSON DAVIS: ...I agree with that.

CHAIR PRO TEM MILLER-ANDERSON: He just...

CHAIRPERSON DAVIS: While he's coming.

CHAIR PRO TEM MILLER-ANDERSON: ...text me, actually. I.., is he here? [pause]. Okay. He just text and said he received the information from Claudene.

MAYOR MASTERS: What?

COUNCILPERSON DAVIS JOHNSON: The language?

MAYOR MASTERS: Speak in the mic [inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: It says, 'Ms. Miller-Anderson, Dorothy gave me a note to review an email from you,' which I don't know what he's talking about, 'as of 11:08, I haven't received an email from you for 1-27-17.' I have no idea what he's talking about. 'My last email from you was on yesterday at 7:09.' And then he just said, 'I received the information from Claudene.'

CHAIRPERSON DAVIS: Is it regards to this matter or that's a old text message sent...

CHAIR PRO TEM MILLER-ANDERSON: No. That...

CHAIRPERSON DAVIS: ...in regards to another question?

CHAIR PRO TEM MILLER-ANDERSON: Mr. Jones, obviously you're watching. Please let me know, are you answering the question, um, who... I, I really need to hear from him, please let me know who...

MAYOR MASTERS: He should be here.

CHAIR PRO TEM MILLER-ANDERSON: ...change the language. And the reason I'm taking the time for this because it's a difference and because, when I saw the Agenda, the notice that was sent out yesterday, it just said, it was very vague and I didn't quite understand what, what it was because I did talk to Mr. Degraffenreidt and I asked him, I said, 'It says approval of City Manager to avoid violation of Charter.'

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: And I asked him on, um, last night, did we not approve a City Manager already?' And he said, 'Yes, that was done on Wednesday night.' Am I correct, Mr. Degraffenreidt?

CITY ATTORNEY DEGRAFFENREIDT: I said we approved the ranking of the candidates the other night.

CHAIR PRO TEM MILLER-ANDERSON: Well, you said we approved who..., you..., we approved who it was that we were going with. You didn't say ranking. You didn't put the word ranking.

CITY ATTORNEY DEGRAFFENREIDT: [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: You didn't say ranking.

MAYOR MASTERS: But this is not a show.

CITY ATTORNEY DEGRAFFENREIDT: Every time we've had these discussions, I have been real clear...

CHAIR PRO TEM MILLER-ANDERSON: But you...

CITY ATTORNEY DEGRAFFENREIDT: ...that there will...

CHAIR PRO TEM MILLER-ANDERSON: ...didn't say ranking.

CITY ATTORNEY DEGRAFFENREIDT: ...be no appointment until there's...

CHAIR PRO TEM MILLER-ANDERSON: No, no.

CITY ATTORNEY DEGRAFFENREIDT: ...a meeting betw'...

CHAIR PRO TEM MILLER-ANDERSON: Not that type of appointment. No.

CITY ATTORNEY DEGRAFFENREIDT: But, and, and that's my point. We changed the rankings from the use of some, some tool that was subjective...

CHAIR PRO TEM MILLER-ANDERSON: Right.

CITY ATTORNEY DEGRAFFENREIDT: ...to go back to the previous ranking. The gentleman, Mr. Scott Evans, was the first in that particular ranking. There was a specific request by me to you, since you did that ranking, to start negotiating with him.

CHAIR PRO TEM MILLER-ANDERSON: Mr. Degraffenreidt...

CITY ATTORNEY DEGRAFFENREIDT: There was no appointment of anybody.

MAYOR MASTERS: Point of order.

CHAIR PRO TEM MILLER-ANDERSON: I di'... Let me s'...

MAYOR MASTERS: Point of order.

CHAIR PRO TEM MILLER-ANDERSON: I didn't say we...

MAYOR MASTERS: [Stammer]...

CHAIR PRO TEM MILLER-ANDERSON: ...appointed anyone.

MAYOR MASTERS: You need to lower your voice, Mr. Degraffenreidt or lower the mic. You must respect the, the...

CITY ATTORNEY DEGRAFFENREIDT: There was nothing...

MAYOR MASTERS: ...the Council.

CHAIRPERSON DAVIS: I think he just...

CITY ATTORNEY DEGRAFFENREIDT: ...disrespectful...

CHAIRPERSON DAVIS: There was, there was no disrespect

MAYOR MASTERS: It was too loud.

[Inaudible comments]

MAYOR MASTERS: I'm gonna have to do that.

CHAIR PRO TEM MILLER-ANDERSON: Okay. Listen.

MAYOR MASTERS: Cause if not...

CHAIR PRO TEM MILLER-ANDERSON: Listen, listen.

MAYOR MASTERS: ...I'll take action now.

CHAIR PRO TEM MILLER-ANDERSON: Listen, listen.

[Gavel]

CHAIRPERSON DAVIS: Vice Chair Miller-Anderson has the floor.

CHAIR PRO TEM MILLER-ANDERSON: I didn't say we, we agree to appoint them. I said, I read the I'.., read it off to you...

CITY ATTORNEY DEGRAFFENREIDT: Yes, ma'am.

CHAIR PRO TEM MILLER-ANDERSON: ...and I said, it said approval of City Manager to avoid violation of Charter. I said, 'What would we be approving?' You said, 'I really don't know what the object of tomorrow's meeting is.'

CITY ATTORNEY DEGRAFFENREIDT: I did.

CHAIR PRO TEM MILLER-ANDERSON: Okay. And then I said, 'Well, it's says approval of City Manager,' and you said that... I said, 'Well, was that not what we did on last night?' You said, 'Yeah. You did.' I didn't say appoint. But, what I'm.., my point is, to that, it wasn't clear. He said that the act of approving someone as, basically, the person to negotiate with, was done on Wednesday. So, I was still a little confused as to what we would be doing today differently. So now that I saw this one...

[Inaudible dais comment]

CHAIR PRO TEM MILLER-ANDERSON: Excuse me. Now, with the Agenda saying something totally different today when I got here, it says discussion and deliberation in naming a permanent City Manager to be in compliance with the City Charter. So, were we coming here to.., just explain to me what that... And I, I apologize if I'm...

CHAIRPERSON DAVIS: No. That's...

CHAIR PRO TEM MILLER-ANDERSON: ...rehashing something because I came a little late and maybe you all already discussed this.

CHAIRPERSON DAVIS: No. We, we didn't. We just called the meeting to order, we just did roll call so...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: ...you, you're right on time.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: So, we just were talking about the intent of this meeting. Even if there's an error, you know, I take that as the Chair, on how it's publicized. The intent was to do two things. The first thing, is to stay within the Charter. Okay?

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: So, there must be some form of appointment to stay consistent with that. It might not be long term, it might be 10 days. Then to have.., they sent out an email for us to reply, have input on the contract.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CHAIRPERSON DAVIS: He then, Staff, Attorney Degraffenreidt and his Staff did their job and put together a contract for us to review to say we're okay with this going out for him to say yes or no to.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: He might not agree for a contract for three or four weeks.

CHAIR PRO TEM MILLER-ANDERSON: I understand that part.

CHAIRPERSON DAVIS: But until that happens, today we must appoint a permanent City Manager...

CHAIR PRO TEM MILLER-ANDERSON: [Inaudible].

CHAIRPERSON DAVIS: ...even if it's for 10 days or 30 days because the law requires us to and once it comes back for a permanent execution, then that person will sit in that seat.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: It's not long-term. It just...

CHAIR PRO TEM MILLER-ANDERSON: But permanent...

CHAIRPERSON DAVIS: ...something to say...

CHAIR PRO TEM MILLER-ANDERSON: ...means long term.

CHAIRPERSON DAVIS: No. Permanent means consistent with our Charter. That's why we have Charter review on the Agenda for next Wednesday night because there's some things in our Charter review.., our Charter that can be very confusing and create situations like this. And that's why I put it on the Agenda.

CHAIR PRO TEM MILLER-ANDERSON: No. That part I'm very clear on the Charter with this. That's, that's, for me, is not...

UNK: [Sigh].

CHAIR PRO TEM MILLER-ANDERSON: ...the issue. I'm..., I'm sor'... Listen...

CHAIRPERSON DAVIS: I, I hear what you're saying but we' talking...

CHAIR PRO TEM MILLER-ANDERSON: Listen...

CHAIRPERSON DAVIS: ...about the intent of the purpose of why we're here.

CHAIR PRO TEM MILLER-ANDERSON: Let me...

CHAIRPERSON DAVIS: And before you came...

CHAIR PRO TEM MILLER-ANDERSON: ...just say this...

CHAIRPERSON DAVIS: ... here, the Attorney Degraffenreidt was explaining the intent. Regardless of the language one way or the other, the, the, the intent was to do two things, have everybody input on the applications and then also take care of the Charter portion so that we can come back..., it might..., it may be four or five weeks before we agree to something. Until then, we can't have an Interim City Manager.

CHAIR PRO TEM MILLER-ANDERSON: I'm not arguing that. I'm..., that's not my point. I'm not arguing...

CHAIRPERSON DAVIS: What's your point?

CHAIR PRO TEM MILLER-ANDERSON: ...the Charter, I'm not arguing the..., that they brought the contract, even though I just saw it a few minutes ago and they need a response by 1:00 o'clock, which was crazy but I did not..., I'm not arguing that.

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: I am speaking to the language that is written here that says discussion and deliberation in naming a permanent City Manager to be in compliance with the City Charter. Now...

CHAIRPERSON DAVIS: And the advertisement says what? So..., 'cause I don't...

CHAIR PRO TEM MILLER-ANDERSON: And the...

CHAIRPERSON DAVIS: ...wanna get away from that.

CHAIR PRO TEM MILLER-ANDERSON: ...advertisement says approval of City Manager to avoid violation of Charter. That's all it said.

CHAIRPERSON DAVIS: So, [stammer], what's the difference between the two though? Even the, the intent of the..., the intent is what we're dealing with.

COUNCILPERSON DAVIS JOHNSON: The use of permanent is the, is the [inaudible]...

CHAIRPERSON DAVIS: Oh, okay. I see what you're saying. Okay.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: She, she was very clear.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Go ahead.

COUNCILPERSON DAVIS JOHNSON: Mr. Degraffenreidt, perhaps...

CITY ATTORNEY DEGRAFFENREIDT: Yes, ma'am.

CHAIRPERSON DAVIS: I see what you're saying now.

COUNCILPERSON DAVIS JOHNSON: ...you can revisit the conversation with regards to the question that I asked you on the use of the language for..., even though this is a temporary, um, a temporary assignment until contract negotiations can be completed, would you please revisit that conversation and your explanation, please?

CITY ATTORNEY DEGRAFFENREIDT: [Stammer]. I'm really not understanding the question.

COUNCILPERSON DAVIS JOHNSON: Remember early on I said to you when we were talking about, in order to remain consistent with the Charter, we had to name a City Manager.

CITY ATTORNEY DEGRAFFENREIDT: Yes, ma'am.

COUNCILPERSON DAVIS JOHNSON: And I said, I asked you about the use of the language of temporary and you went on to talk about how temporary and interim essentially mean the same thing...

CITY ATTORNEY DEGRAFFENREIDT: Yes.

COUNCILPERSON DAVIS JOHNSON: ...and how you wanted to address the language of the Charter and what it says as it relates to us having a City Manager in place in order...

CITY ATTORNEY DEGRAFFENREIDT: Oh...

COUNCILPERSON DAVIS JOHNSON: ...not to be in violation.

CITY ATTORNEY DEGRAFFENREIDT: I believe I understand now.

COUNCILPERSON DAVIS JOHNSON: Thank you.

CITY ATTORNEY DEGRAFFENREIDT: The, the requirements of the Charter...

COUNCILPERSON DAVIS JOHNSON: Mhmm.

CITY ATTORNEY DEGRAFFENREIDT: ...are that the Council, by majority vote, needs to appoint within that 120-day period, a City Manager to serve for an indefinite period of time. The Charter also says that the City Manager must be appointed by majority vote of the Council and removed by majority vote of the Council. With respect to a contract, the only reason we would address a written contract for that time period, is because the statute of frauds requires that contracts to be carried out beyond a one year period, must be in writing.

To comply with the Charter, the Council need to appoint person A as City Manager. It says for an indefinite time period. You don't give it a time period. Mr. A is the City Manager. At such time as you finish your process, by majority vote, you remove person A, as the City Manager and appoint person B as the City Manager.

COUNCILPERSON DAVIS JOHNSON: Okay? [Inaudible].

MAYOR MASTERS: Mr. Chair?

CHAIRPERSON DAVIS: Mayor.

MAYOR MASTERS: Just a quick update. Councilwoman Miller-Anderson has asked for Mr. Danny Jones to be here to answer her line of questioning and, at this point, I've heard two different things. I've heard Ms. Mitchell say one thing, I've heard something about Ms. Anthony and I made it clear that I expect him here immediately. And, he is on, he is.., for Ms. Anderson's information, he is en'.., he's enroute because I don't wanna do the text thing. He needs to be here, on the record. And he's coming.

Have a good day.

CHAIRPERSON DAVIS: But just for the record, for the public, as we verify this, I went ahead and took the, took the blame for that because when something went out one way, we're trying to make sure that the intent was to make sure folks understood how important this meeting was because I had a conversation with you and I asked you, Mayor, to call...Hold on. Because I'm gonna tell you now. This is what this is stemming from, here's the truth.

COUNCILPERSON DAVIS JOHNSON: Okay.

UNK: Oh Lord.

CHAIRPERSON DAVIS: I asked the Mayor to call a special meeting to focus on us to stay consistent with the Charter. And you know what he told me? He said, 'No. Ya'll violate the Charter.'

MAYOR MASTERS: No. That's not...

CHAIRPERSON DAVIS: He said...

MAYOR MASTERS: ...what I said.

CHAIRPERSON DAVIS: Oh yes you did.

MAYOR MASTERS: No, no.

CHAIRPERSON DAVIS: Yes, you did.

MAYOR MASTERS: I said I wasn't gonna...

CHAIRPERSON DAVIS: Because...

MAYOR MASTERS: ...call a meeting...

CHAIRPERSON DAVIS: I was try'.., hold on..

MAYOR MASTERS: ...two days in a row. No. I didn't...

CHAIRPERSON DAVIS: I'm gonna calm down.

MAYOR MASTERS: ...say that part.

CHAIRPERSON DAVIS: I'm gonna calm down.

COUNCILPERSON DAVIS JOHNSON: Point of order.

MAYOR MASTERS: [Inaudible] that part.

COUNCILPERSON DAVIS JOHNSON: I'm... Point...

CHAIRPERSON DAVIS: Point of...

COUNCILPERSON DAVIS JOHNSON: ...of order.

CHAIRPERSON DAVIS: ...order. Davis Johnson, I...

COUNCILPERSON DAVIS JOHNSON: Point of order.

CHAIRPERSON DAVIS: ...gotta recognize point of order. That's the fact.

COUNCILPERSON DAVIS JOHNSON: We are...

MAYOR MASTERS: No, it's not.

COUNCILPERSON DAVIS JOHNSON: ...all professionals here.

MAYOR MASTERS: It's not true.

COUNCILPERSON DAVIS JOHNSON: I have taken time off...

MAYOR MASTERS: [Inaudible background comment].

COUNCILPERSON DAVIS JOHNSON: ...to be here, to sit through this meeting and this line of, of, of contempt and, whatever it is, it is unacceptable in my mind and we need to do a better job. We are representatives of the City of Riviera Beach and this is unacceptable behavior.

CHAIRPERSON DAVIS: [Stammer], Councilperson Davis Johnson, I just wanna make sure that the public understood how we got to this position. As the Chair, I was trying to be responsible so we don't be confused. Okay? And I wanted to make sure that we get the language in, in time. But because they're so last minute and someone didn't honor their word that gave me as the Mayor, it put us in a real tight situation to get a meetin' by 3:00 o'clock. This discussion started 9:30 yesterday morning and then all of a sudden, all this Staff was being forced to run around and get something accomplished and that's where all the confusion came upon. And that why I said, 'I take that responsibility.' I'm taking it off Mr. Jones. I'm not gonna blame Staff for something when we were supposed to do our job. And it's not Mr. Jones fault. I take that. I was hoping someone else would state that wh'.., how we really got here but I'm gonna go ahead and tell the truth. People need to know the truth.

MAYOR MASTERS: Tell the truth.

CHAIRPERSON DAVIS: And I di'.., and, you know, I'm done with that part.

MAYOR MASTERS: Okay. [Inaudible].

CHAIRPERSON DAVIS: Because I'm gonna respect what she said.

MAYOR MASTERS: Okay.

CHAIRPERSON DAVIS: Regardless if it's true or not, I had to say what I had to say. The reality of the situation, Vice Chair Miller-Anderson...

CHAIR PRO TEM MILLER-ANDERSON: Yes.

CHAIRPERSON DAVIS: ...there was an attempt to do the right thing. And unfortunately, the meeting wasn't called earlier and discussed earlier so we can get it done completely right with the language but there was some confusion amongst the leadership and so at last minute, Staff was trynna to [stammer], to shuffle to make sure we get done..., accomplished what we really wanna get to do. So, there was no intent to confuse anybody but we was trynna do something longer..., earlier in the day, yesterday, but that couldn't happen, unfortunately. But I'm gonna tell the truth.

CHAIR PRO TEM MILLER-ANDERSON: Can I, I...

CHAIRPERSON DAVIS: And I was trynna avoid to [stammer].., the confrontation to.., before we got to this point but now I gotta tell ya everything.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

CHAIR PRO TEM MILLER-ANDERSON: Can I...

MAYOR MASTERS: Truth is, I...

CHAIR PRO TEM MILLER-ANDERSON: I'll...

MAYOR MASTERS: ...just didn't call the meeting.

CHAIR PRO TEM MILLER-ANDERSON: I'll have Mr. Jones come up in a minute but I do wanna ask, why was the meeting called for 3:00...

CHAIRPERSON DAVIS: I just told you.

CHAIR PRO TEM MILLER-ANDERSON: ...instead of... No, but.., I mean, why 3:00 o'clock instead of the normal times we call meetings at about 5:00 or 5:30 or 6:00.

CHAIRPERSON DAVIS: Here, here was the intent. I spoke to the Mayor 9:30 in the morning to try to call a meeting for lunchtime 'cause we all take lunch.

CHAIR PRO TEM MILLER-ANDERSON: But wha'.., wha'.., what.., I'm talkin' about, what's the.., what's the...

CHAIRPERSON DAVIS: It's, it's Fri'.., it's Friday evening, people got things planned for the families and I'm trynna stay [stammer], be responsible and make a educated decision that everyone eats lunch between 12:00 and 1:00 o'clock and we can come in here and get a meeting down in one hour.

CHAIR PRO TEM MILLER-ANDERSON: But you do realize that people work too. You have citizens...

CHAIRPERSON DAVIS: But you...

CHAIR PRO TEM MILLER-ANDERSON: ...that...

CHAIRPERSON DAVIS: ...but you...

CHAIR PRO TEM MILLER-ANDERSON: ...usually attend, that work and Council people that work.

CHAIRPERSON DAVIS: And they take lunch as well.

CHAIR PRO TEM MILLER-ANDERSON: That...

CHAIRPERSON DAVIS: Everyone in America eat lunch.

MAYOR MASTERS: I gotta go. [Inaudible].

CHAIR PRO TEM MILLER-ANDERSON: Mr. Danny Jones, can you come up, please?

CHAIRPERSON DAVIS: My point was and my intent was to call a meeting during lunchtime so that everyone, whether they brought their lunch or something with them, 'cause people leave town in the evening on the weekend. I don't know what you're doing on a Friday evening. I don't know what you're doing. Now, we have some folks that, they have some free time but the reality of it is, I.., when we talked Monday, I was trynna call this meeting for Wednesday then we didn't call it and Tuesday, it was a meeting called by the Mayor Tuesday for Wednesday and we're roughin' and shuffle for that and then now, Wednesday, I tried to get a meeting called for Friday and all because both times, we couldn't get a decision made early and this is where we are now.

CHAIR PRO TEM MILLER-ANDERSON: Hi, Mr. Jones.

INTERIM CITY MANAGER JONES: Hi.

CHAIR PRO TEM MILLER-ANDERSON: How ya doin'?

INTERIM CITY MANAGER JONES: I'm good.

CHAIR PRO TEM MILLER-ANDERSON: I was tryin'.., I guess you were watching and there was a notice that was sent out that said, um, hold on a minute. Let me go back to it.

INTERIM CITY MANAGER JONES: They're having [inaudible] bring a copy.

CHAIR PRO TEM MILLER-ANDERSON: I, I have it. I just...

INTERIM CITY MANAGER JONES: Okay.

CHAIR PRO TEM MILLER-ANDERSON: ...gotta go back to my email.

[Inaudible background comment]

INTERIM CITY MANAGER JONES: No. The actual notice.

UNK: She's sending a copy.

INTERIM CITY MANAGER JONES: I need this part also.

CHAIR PRO TEM MILLER-ANDERSON: And it says approval of City Manager to avoid violation of Charter. That is what was noticed. Now, who does that? Who, who would've written it out that way?

INTERIM CITY MANAGER JONES: When I received the notice, it came from the Clerk's office. I would have to defer to the Clerk for the accuracy of who stated those, uh, words.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CITY CLERK ANTHONY: Mr. Chair, the wording that was included on the notice, is the wording that I received from the email that you sent me.

CHAIR PRO TEM MILLER-ANDERSON: And, that's Chair Davis?

CITY CLERK ANTHONY: That's Mr. Davis, Terence Davis sent to me.

CHAIR PRO TEM MILLER-ANDERSON: Okay. And then, in the Agenda, it says discussion and deliberation in naming a permanent City Manager to be in compliance with the City Charter.

INTERIM CITY MANAGER JONES: Yes. Basically, when we draft the Agenda, the no'..., if you..., and I [stammer], if you look at any notice, the notice describes the general purpose or the specific purpose of the meeting and, when we're developing the Agenda, we try to pro'..., provide more information to the general public and be more transparent as to what the action the Council will consider. And...

CHAIR PRO TEM MILLER-ANDERSON: But as a Councilperson that is going to be participating in the meeting, we would need to know the same thing the public would need to know so we would need to have the same notice. And I have, honestly, never seen one of our public notices look totally different from our Agenda. We always typically say, discussion and deliberation or it may say discussion and maybe when we get here it might say deliberation but I have never seen the whole line of..., description line change to something totally different. That I have not seen.

INTERIM CITY MANAGER JONES: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: And, I can understand, I mean, if it was the fact that whoever did the notice, didn't know it was the right way, that's one thing but please don't..., nobody try to insult my intelligence by telling me that this was written out this way to be transparent because I've never seen a notice totally different from something that's in the Agenda. I just haven't. I mean, at..., just please somebody just tell the truth and we'll move on.

INTERIM CITY MANAGER JONES: Okay. Again, myself and my executive assistant, we were prep'..., preparing the Agenda and, in an effort to provide more information... If you look at the backup, that...

[Inaudible background comment]

INTERIM CITY MANAGER JONES: ...was attached, you would actually see the outline of the Charter where it included the sections that the [pause], that we're trying to

maintain compliance with. If you click on it .., [stammer], on this Item in the Novus process online, we provided additional backup so that the citizens, in general, would know exactly what the Council's intent was...

CHAIR PRO TEM MILLER-ANDERSON: But the Council didn't know the intent. That's...

INTERIM CITY MANAGER JONES: Well...

CHAIR PRO TEM MILLER-ANDERSON: I'm just.., I'm not gonna beat a dead horse but I just need that to be understood that the notice is totally different from what the Agenda said and, as a Councilperson, I was in.., I mean, I was in the same position as the public was because that's all I knew...

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: ...and I know that typically, when we wanna call a special meeting, we send it out to whoever, the Clerk's office or say, you know, get in touch with the Council, find out who would sign off, two people that would sign off to, you know, hold a special meeting. I never got a email asking if I would, you know, consider signing off but I mean, I understand why but, the point is, I didn't know what the meeting was about other than it said approval of City Manager to avoid the violation of the Charter.

So, coming into this meeting, I was just as blind as the public was because I didn't know until I got this Agenda just now, that it was a discussion and deliberation in naming a permanent City Manager to be in compliance with the City Charter.

INTERIM CITY MANAGER JONES: Ms. Miller, could you read the actual notice again?

CHAIR PRO TEM MILLER-ANDERSON: You don't.., I thought they gave...

INTERIM CITY MANAGER JONES: They didn't...

CHAIR PRO TEM MILLER-ANDERSON: ...one? They didn't...

INTERIM CITY MANAGER JONES: ...provide me with a copy.

CHAIR PRO TEM MILLER-ANDERSON: It says approval of City Manager to avoid violation of Charter.

INTERIM CITY MANAGER JONES: And again, what we tried to do...

CHAIR PRO TEM MILLER-ANDERSON: I understand.., you don't have to explain...

INTERIM CITY MANAGER JONES: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: ...it again. I heard what...

INTERIM CITY MANAGER JONES: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: ...you said but I'm just saying I've never seen it be totally different, the language.

INTERIM CITY MANAGER JONES: We...

CHAIR PRO TEM MILLER-ANDERSON: And that, that's really all I wanted to say. I'm, I'm good.

INTERIM CITY MANAGER JONES: Okay.

CHAIR PRO TEM MILLER-ANDERSON: I'm good.

INTERIM CITY MANAGER JONES: Alrighty.

CHAIR PRO TEM MILLER-ANDERSON: I'm good.

INTERIM CITY MANAGER JONES: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: And I'm sorry I had to take up the time to do that but, again, I didn't know why I was coming here and I needed to be clear and now I understand why I'm here because we want to sign someone, which is Mr. Jones to a contract until the contract negotiations are completed with Mr. Evans. Is that...

CHAIRPERSON DAVIS: Correct.

CHAIR PRO TEM MILLER-ANDERSON: Am I clear on that?

CHAIRPERSON DAVIS: Correct.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

INTERIM CITY MANAGER JONES: I, I would like to say something. That, I have not watched, witnessed, reviewed, looked at the proceedings as it relates to the hiring of the City Manager.

CHAIR PRO TEM MILLER-ANDERSON: Thank you.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: So what action are we trying to take now because, I mean, what.., do we have.., what kind of contract would we be looking at for him or is it the one that he's on? What, where are we?

CHAIRPERSON DAVIS: Okay.

CITY ATTORNEY DEGRAFFENREIDT: He, he...

CHAIRPERSON DAVIS: So, you probably have a ro'.., you have a rough draft there. A draft...

COUNCILPERSON DAVIS JOHNSON: No, no.

CHAIR PRO TEM MILLER-ANDERSON: This says for...

COUNCILPERSON DAVIS JOHNSON: No. We're talking about...

CHAIR PRO TEM MILLER-ANDERSON: ...Evans.

COUNCILPERSON DAVIS JOHNSON: We're talking about the, uh...

CHAIRPERSON DAVIS: You're talking about for...

CHAIR PRO TEM MILLER-ANDERSON: Which one are you on?

COUNCILPERSON DAVIS JOHNSON: For Mr. Jones.

CHAIRPERSON DAVIS: For Mr. Jones?

COUNCILPERSON DAVIS JOHNSON: First.

CHAIR PRO TEM MILLER-ANDERSON: Yeah. That's the one I'm talking about.

CHAIRPERSON DAVIS: The Charter states a definite.., definite can be defined as until we...

COUNCILPERSON DAVIS JOHNSON: Indefinite.

CHAIRPERSON DAVIS: ...make a decision to do...

CITY ATTORNEY DEGRAFFENREIDT: You...

CHAIRPERSON DAVIS: ...something different...

CITY ATTORNEY DEGRAFFENREIDT: You don't even...

CHAIRPERSON DAVIS: ...as a majority vote.

CITY ATTORNEY DEGRAFFENREIDT: ...deal with a time period.

CHAIRPERSON DAVIS: Right. So, basically, we would make a motion to appoint Danny Jones as the City Manager and then, then go ahead [stammer] approve negotiation to send this out to.., as a counter, um, offer to Mr. Evans. He, he will say yes or no and it'll come back to us and then we'll make a decision how we wanna move from there. But, in the meantime, we will be still in compliance, while we have Mr.

Jones as our City Manager, while we negotiate with Mr. Evans. Once we're done with him, then we can come back and say, 'Okay, Mr. Jones, you go back to deputy, Mr. Evans, you are our City Manager, here you go.' Once he says yes to [stammer], a offer but he hasn't said anything yet because we haven't had a chance to agree as a Board to send something out.

CITY ATTORNEY DEGRAFFENREIDT: The motion will be to appoint Mr. Danny Jones City Manager.

CHAIRPERSON DAVIS: And then we'll come back and address this other issue.

CITY ATTORNEY DEGRAFFENREIDT: Or, if you wanted to get a.., appoint Mr. Jones as City Manager until the completion of the selection process, which is also an indefinite time period.

CHAIRPERSON DAVIS: Okay. That's fine.

CHAIR PRO TEM MILLER-ANDERSON: What about until the contract negotiations are completed with the...

CHAIRPERSON DAVIS: That's what said.

CITY ATTORNEY DEGRAFFENREIDT: Same thing.

CHAIR PRO TEM MILLER-ANDERSON: ...um, the contract negotiation.

CHAIRPERSON DAVIS: Yes.

CITY ATTORNEY DEGRAFFENREIDT: Right.

CHAIR PRO TEM MILLER-ANDERSON: He said selection process.

COUNCILPERSON DAVIS JOHNSON: Same thing.

CHAIR PRO TEM MILLER-ANDERSON: But [inaudible] he's already been selected, right?

CHAIRPERSON DAVIS: No.

CHAIR PRO TEM MILLER-ANDERSON: Why hasn't he?

CHAIRPERSON DAVIS: No. He's been chosen to negotiate. Yeah, he's been selected already.

COUNCILPERSON DAVIS JOHNSON: That's it and...

CHAIR PRO TEM MILLER-ANDERSON: Right. So [inaudible]...

COUNCILPERSON DAVIS JOHNSON: ...we're in negotiation.

CITY ATTORNEY DEGRAFFENREIDT: Now, wait, wait, wait.

[Inaudible background comments]

CITY ATTORNEY DEGRAFFENREIDT: The order of preference has been selected. What's missing is that there's nothing to guarantee that we're going to come to terms. There's been no selection. It...

[Inaudible audience comments]

CHAIR PRO TEM MILLER-ANDERSON: What do you mean there hasn't been a selecti'... I know we haven't...

CITY ATTORNEY DEGRAFFENREIDT: We have picked the...

CHAIR PRO TEM MILLER-ANDERSON: ...finalized it.

CITY ATTORNEY DEGRAFFENREIDT: ...person we want. We have not...

CHAIR PRO TEM MILLER-ANDERSON: That's a selection.

CITY ATTORNEY DEGRAFFENREIDT: ...worked out a deal to confirm, mutually, that arrangement. If we don't do that, and it's not certain that that's going to occur, that means there's been no selection.

CHAIRPERSON DAVIS: Correct.

CHAIR PRO TEM MILLER-ANDERSON: Well, we've selected the, the top person...

CITY ATTORNEY DEGRAFFENREIDT: We're getting into semantics.

CHAIR PRO TEM MILLER-ANDERSON: I know. It's important in this case.

CITY ATTORNEY DEGRAFFENREIDT: How so?

[Audience chuckle]

CHAIR PRO TEM MILLER-ANDERSON: Mr. Degraffenreidt...

CITY ATTORNEY DEGRAFFENREIDT: I just need to understand how so?

CHAIR PRO TEM MILLER-ANDERSON: Take it down now cause I'm, I'm...

CITY ATTORNEY DEGRAFFENREIDT: I didn't.., I'm...

CHAIR PRO TEM MILLER-ANDERSON: Please.

CITY ATTORNEY DEGRAFFENREIDT: I'm about...

CHAIR PRO TEM MILLER-ANDERSON: Please.

CITY ATTORNEY DEGRAFFENREIDT: ...as low as I can get.

CHAIR PRO TEM MILLER-ANDERSON: Please. I just came straight from work so please don't take it there. When we say selection, we did select the top person. Now, if the contract negotiations fall through, then we would go select the next person. Right? If we're using the word selection, is what I'm saying.

CITY ATTORNEY DEGRAFFENREIDT: Yes, ma'am.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So, what I'm wondering is if we could say and [stammer] we could consider it being that.., I'm not comfortable with it saying un'.., until we complete the selection process because we could drag this on for another 120 days, we could drag it on for a whole 'nother nine months but if we say with the co'.., the contract negotiations, until that's completed, I'm sure Mr. Evans is, is, is... I mean, we the [inaudible]...

CHAIRPERSON DAVIS: Vice Chair, you wanna call that into...

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: ...motion so we can...

CHAIR PRO TEM MILLER-ANDERSON: Uh, no. I'm not doing anything right now, I'm still talking.

UNK: Go ahead.

CHAIR PRO TEM MILLER-ANDERSON: So, I just wanna throw it out there, you could either do it or no.

CHAIRPERSON DAVIS: We're gonna...

CHAIR PRO TEM MILLER-ANDERSON: Tha'.., that's fine.

CHAIRPERSON DAVIS: ...support it, I'm just asking you put a motion so...

CHAIR PRO TEM MILLER-ANDERSON: Don'...

CHAIRPERSON DAVIS: ...we can move forward.

CHAIR PRO TEM MILLER-ANDERSON: ...Mr. Davis. Stop. Go ahead.

COUNCILPERSON DAVIS JOHNSON: [Inaudible]...

CHAIR PRO TEM MILLER-ANDERSON: What.., did you want something? You need me?

CHAIRPERSON DAVIS: Ms. Johnson, go ahead.

COUNCILPERSON DAVIS JOHNSON: No. What I was going to suggest is, I'm willing to put the motion onto.., on the floor to state that we would appoint Danny Jones our City Manager until such time as negotiations with the selected City Manager are complete.

COUNCILPERSON PARDO: Second.

CHAIRPERSON DAVIS: Question?

UNK. AUDIENCE: What about [inaudible].

CHAIRPERSON DAVIS: Any questions?

UNK. AUDIENCE: What about [inaudible].

UNK. AUDIENCE: The public.

COUNCILPERSON DAVIS JOHNSON: [Stammer]. Okay. Public, we appreciate you. Can we conduct our business and get the motion on the floor? Please?

UNK. AUDIENCE: [Inaudible].

CHAIRPERSON DAVIS: No. That's not...

COUNCILPERSON DAVIS JOHNSON: Well, okay.

UNK: Call the question.

[Inaudible audience comment]

CHAIRPERSON DAVIS: Madam Clerk, roll call, please.

COUNCILPERSON DAVIS JOHNSON: Give them...

CHAIR PRO TEM MILLER-ANDERSON: They got...

COUNCILPERSON DAVIS JOHNSON: Let's go to public comment.

CHAIRPERSON DAVIS: Go to public comment? Okay.

COUNCILPERSON DAVIS JOHNSON: Yeah. Let's go to public comment.

CHAIRPERSON DAVIS: We reserve the, the call...

COUNCILPERSON DAVIS JOHNSON: This is [inaudible].

CHAIRPERSON DAVIS: ...of the question for public comment.

Ms. Mary Brabham and then Mr. Ezekiel Edmonds.

MS. M. BRABHAM: Ms. Mary Brabham, Riviera Beach. It's shameful, it's shameful and I'm glad the residents sees this. This is shameful. This is very shameful. You say one thing, discussion and deliberation in naming a permanent City Manager. That word permanent. See it, it is always a sentence that has a.., that, that has a stickin' word that gets you all tied up and binded up in here. Interim woulda been better for Danny Jones to continue as Interim. You selected someone on Wednesday night, you did do that. And the process is being circumvented by all means necessary. I admire the, the sel'.., uh, the elected applicant for stepping out of his comfort zone from an administrative and challenging [inaudible] profile holistic as, as wanting to be a city manager for a challenging City as Riviera Beach is. Yes. You all shoulda did your homework because Ms. Brabham did her homework and I distributed it out amongst every leader and the residents. Over in Haines City, your po'.. the police chief over there was indicted on three counts by a grand jury and his badge, he had to surrender his badge. Yes. It's here, it's here. You all do your paperwork. We also did paperwork on the City Council persons over there, in City Haines. They said that Mr. Evans was a good man. They did say that. Mr. Morris West, he was indicted on three counts, on three counts and he had to give up his badge. Then he ran for City Council and took a seat on the City Council over there. And his brother is the Mayor over there.

So yeah, we did our homework. We did our homework. We did our homework on every last one of these candidates and you all are sittin' here today being shameful, being shameful. Bickering amongst yourself instead of doing the business of the City and the residents. Your questions was totally centered around the City employees. What about the City as a whole? What about your own personal agendas. 3:00 o'clock meeting, too bad. Some of your Council peoples up there have a very dignified, professional job. Everybody that takes that seat up there should have a job and not solely render on the City providing everything for them. Yes. We did our homework and the community peoples have it because Ms. Brabham, Ms. Brabham and others would not let them go liking this process. You all are doing wrong. And the Attorney is sitting here gettin' all upset.

[Beep]

MS. M. BRABHAM: What ki'.., kind of professionalism does that show?

CHAIRPERSON DAVIS: Thank you.

MS. M. BRABHAM: None at all. Thank you.

CHAIRPERSON DAVIS: Ezekiel Edmonds.

MR. E. EDMONDS: [Inaudible]. I just have a question. Guess I'll talk before mic. What happen' is.., if, um, candidate A is also the same candidate that's selected for the permanency of the Mayor. That's what I wanted to know 'cause it was said, like, um, if candidate A is placed in the position temporarily until they find a permanent candidate..,

well, I know this language [inaudible], so, a permanent candidate's placed in temporarily...

CHAIRPERSON DAVIS: Mhmm.

MR. E. EDMONDS: ...until they find a permanent candidate for the City, what if the second candidate, or the second person is the same as the first, what happens then? That's one question.

And the other...

CHAIRPERSON DAVIS: Yeah.

MR. E. EDMONDS: ...question is, if we do violate the Charter by not having someone in there but, you know, obviously we have someone selected but not having someone in there, what is the ramification of that? What's the, what's the problem? What, what happens? Is it a fine? Because we've been paying fines since, you know, we.., and that's fine.

COUNCILPERSON DAVIS JOHNSON: [Inaudible].

MR. E. EDMONDS: You know? But I just wanna know what it is and I'm sorry. I'm, I just.., that's it.

CHAIRPERSON DAVIS: No. Good questions.

MR. E. EDMONDS: Thank you.

CHAIRPERSON DAVIS: Joe Anderson.

MR. J. ANDERSON: Good evening. Joseph Anderson, 331 16th Way, Riviera Beach, Florida.

First and foremost, this is not lunch, this is 3:00 p.m.

Second of all, I don't believe this was a properly notice meeting. Now, that's just my opinion because it's different what's, what's noticed and, then what you're talking and deliberation here. That's second of all. Secondly, I just, I, I have a hard time, based on all of the shenanigans and mishaps and there being no transparency, I just have a very big issue with Danny Jones even being the Interim or permanent or however you want to say it because, as of this point, it just doesn't look good. You call it what it is, perception is reality. This stinks all the way around the board.

And I would also like to know, you selected an individual on Wednesday. Now, I would've thought that shoulda sufficed for the 120 days Charter. But even if it doesn't, at this point, I believe the right thing to do is to appoint someone else, i.e., Mr. Perry or someone else because it just does not look good. You came here today with an Agenda, for whatever what it is because you can't, on one hand, say that, 'Oh, we

wanna make sure we don't violate this particular thing,' but ho'..., if..., I guarantee if we're lookin' at Charter, it's a whole lotta things that you have not done. So, all of a sudden now you wanna pick and choose one, which one moves to the forefront? That does not make sense. This whole process doesn't make sense. And what motion or action needs to take place to remove Mr. Jones if he is, therefore, selected? What does th'..., what happen'..., what happens after that? Do you's automatically say, 'Hey, you just go home,' or whatever the case may be?

So, what you're doing, it just clearly doesn't make sense. And to call this meeting, after all of this here, it has to be a motive. But one thing I can tell you and one thing I do know, just in raising animals, and just by some of the actions on that Board, you step on a dog's tail, he will do what? Holler.

CHAIRPERSON DAVIS: Just for the public notice, the lunchtime was about a meeting that I tried to call with the Mayor yesterday morning 'cause we talked at 9:00 and 9:30 to get a meeting by lunchtime and we ended up doing one later because he refused to do it after he agreed to do it. So that's how there was two different times we were discussing. Just wanted to make sure we get, get that verified.

CHAIR PRO TEM MILLER-ANDERSON: But you said that you were trying to call the meeting for lunchtime because most of...

CHAIRPERSON DAVIS: Right.

CHAIR PRO TEM MILLER-ANDERSON: Everybody take...

CHAIRPERSON DAVIS: Right.

CHAIR PRO TEM MILLER-ANDERSON: ...a lunch, right?

CHAIRPERSON DAVIS: Right. That's what I tried to do.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: The, the Mayor told me he would do it and then when he got to it, he changed his mind.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: He said, 'You all go and violate the sh'..., the Charter.'

CHAIR PRO TEM MILLER-ANDERSON: I got you.

CHAIRPERSON DAVIS: And that's how I got to that point. And then we ended up going to 3:00 o'clock 'cause I didn't want you all to try to scramble off work to get here.

CHAIR PRO TEM MILLER-ANDERSON: I still had to...

CHAIRPERSON DAVIS: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: ...do that. Yeah.

CHAIRPERSON DAVIS: You know, but...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CHAIRPERSON DAVIS: You know, I tried to do, do something reasonable...

CHAIR PRO TEM MILLER-ANDERSON: [Inaudible].

CHAIRPERSON DAVIS: Can't [stammer], you know, you do your best to try to do the right thing, you can't, you know... Ms. Bonnie Larson.

[Inaudible dais conversation]

MS. B. LARSON: This debacle just goes on and on and on. It was tainted from minute one. We need to be professional. Mr. Evans, I, I haven't seen him, I haven't met him, I haven't really finished looking at the, the hiring process but he mentioned professionalism. He wanted Riviera Beach to be the most professional City in Palm Beach County. We need that because we haven't had that in years and years and years. To call this meeting... I can tell you, I looked at the website yesterday, it didn't even have the P&Z last night listed. It said no other meetings this month. Someone thankfully called me and said, 'Be there today at 3:00 o'clock 'cause they called yet another special meeting.' This discussion could've take.., could've taken place Wednesday to decide what to do. You did sorta talk about it Wednesday. So, now here we are at 3:00 o'clock. Yes, most people take lunch, I don't. Most people take lunch but they're working, they're in West Palm Beach, they're in For'.., wherever they're working, they can't get here and have this discussion within an hour.

The other thing is, you need responsible people and people that you can count on being your City employees no matter what the position. The City Manager is the most important position we have. This contract with the City Manager should've been written up the day after Ms. Jones left. You shoulda had something in hand, here's what we're gonna offer for the next contract. We do it backwards all the time. We ask the applicant what they want from us. We should say to them right up front, 'Here it is.' If that, if that contract had been written, you woulda had time to review it, discuss it, think about it for more than, more than 12 hours. It's an important contract. But, whomever your Staff is, waits until the 11th hour to even give you a contract to look at. That, that's unacceptable. Unacceptable. The contract should've been written right up front because that contract should be the same for every single applicant. When it's written at this 11th hour, it gives the perception that that contract is written for one person specifically. And for the other candidates, maybe it'll be written a little different. No. It shoulda been written and in stone and the person has to live here in Riviera Beach, the same conditions for that one applicant which you're sending to right now, Mr. Evans, shoulda been the same as for every applicant. But you didn't even have that, that consideration of doing that because your Staff did not put together a contract. That is unacceptable.

Insubordination. You need to rely on your City Manager. You told the City Manager...

UNK: [Inaudible].

MS. B. LARSON: ...not to hire a, a firm. What happened? Hired a firm. Insubordination. Ms. KaShamba Miller-Anderson, you just asked that person to come to the [stammer], to come to this podium. Well, that took a [chuckle], how long did that take to happen? [Snaps fingers]. They should respond to you, they work for you.

[Inaudible dais comment]

MS. B. LARSON: Whoever is hired works for you.

[Inaudible dais comment]

MS. B. LARSON: I, I d'.., I don't think you should say he's a permanent City employee because.., or, City Manager 'cause then you're gonna have to fire him, in order to go to somebody else. You may even wanna consider, if Mr. Evans doesn't accept, you may even wanna consider going out for...

[Beep]

MS. B. LARSON: ...bid again 'cause this is not a professional way of handling things.

Thank you.

CHAIRPERSON DAVIS: Thank you for your comment. Ms., Ms. Horton. Is that correct? Horton? [Pause]. Ernestine, is it Horton?

MS. E. GORDON: Gordon. Gordon.

CHAIRPERSON DAVIS: Gordon. Okay. I apologize.

UNK: [Inaudible].

COUNCILPERSON DAVIS JOHNSON: Yeah. That's Gordon.

CHAIRPERSON DAVIS: Gordon, I apologize.

MS. E. GORDON: That's alright. Seem like ya'll haven't done nothin' right yet.

[Audience chuckle]

MS. E. GORDON: My name is Ernestine Gordon. I live in Riviera Beach. [Stammer] my address is 1138 West 23rd Street. I'm calling to remind you, we requested a [stammer], a new City Manager. That's what we want and we don't..., we, we really a shame and a disgrace where you, you're fumbling and keep fumbling the ball and not doing what we requested. We want a new City Manager. Since we got him, we don't want, uh, Danny Jones, period. So, please do what the people want, not what you

want, what the people want. We want a new City Manager. I got all over 300 signatures and they say they want a new City Manager, that's what they put you up there for, that's what they pay you for and that's what you're supposed to do.

Thank you.

CHAIRPERSON DAVIS: Thank you so much. That's the end of public comment at this time. Mr. Degraffenreidt, would you please start off, Mr. Ezekiel as some wonderful questions and... Let's talk about the penalties of violating your Charter. What are some of the things that have been occurring across the state in history of those who violated their Charter.

COUNCILPERSON PARDO: You get sued.

CITY ATTORNEY DEGRAFFENREIDT: It is a public duty that is owed so there's no real monetary penalty that's incurred, it would probably result in a judgment that mandates that you comply with the provision that you're violating. I don't know whether or not any judicial proceeding the judge would grant a period of time to do that. Given the issue of separation of powers and given your discretion in making that determination, you probably would be given by the court a time period in which to comply with that requirement. And I think you're trying to do that already. The probabilities are, that by the time that there'll be a judicial action to address the issue, you would be in compliance.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: Can I ask a question..., Mr. Degraffenreidt a question?

CHAIRPERSON DAVIS: Go ahead.

CHAIR PRO TEM MILLER-ANDERSON: Um, actually, it's not a question for Degraffenreidt, it, it's in regards to the Charter violation. I understand that we have a serious concern about violating the Charter in this particular manner. However, I know probably on a nightly basis, at one of the convenient stores in my District, typically, you have many individuals that are congregating out the [stammer] the, um, convenient store and drinking their either beer or wine or whatever it is they bought from that particular convenient store. And I know that's listed in our Charter that they are not to do that. So, someone is violating that because it's not being enforced for it not to happen. So, that's just one thing I noticed that, you know, I mean, we're violating the, the Charter 'cause we're not enforcing that that does not happen. That's in the Charter, you're not supposed to drink your, your, your beer, your wine in the, in the parking lot of where you just bought it from.

CHAIRPERSON DAVIS: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: Yeah. So, I mean, when we talk about...

CHAIRPERSON DAVIS: That's Staff.

CHAIR PRO TEM MILLER-ANDERSON: ...violating our Charter, we're doing that., we've been doing that. It's, [stammer], they don't have different levels of violations or the City Manager section is, um, on a higher level of violation than the people standing in the parking lot, drinking their beer and wine not being enforced.

CHAIRPERSON DAVIS: What...

CHAIR PRO TEM MILLER-ANDERSON: So my, my point in saying that is, we have violated our Charter on numerous occasions. Maybe not on purpose, I'm sure not on purpose, I'm certain not on purpose. So, I don't want the perception to be given that the world is going to end because we violate our Charter because we're doing that on a daily basis with several convenient stores and liquor stores, that are very popular in the City of Riviera Beach. So, I can't., that argument that we, you know, are, are., it's a major offense, I asked Mr. Degraffenreidt on yesterday, on last night, what is the worst thing that could happen with us violating this. And as he just said just now, the, the judge would probably give you a judgment, you need to get it com'., you need to comply.

Okay. Fine. So, I don't want to make it seem like we are being forced by the Charter bec'., to, um, complete this action today because of., in fear of what could happen. I mean, one, one violation does not outweigh the other. A violation is a violation, regardless of what it is. If it's in the Charter and we're not doing it, we're violating it. So, I, I need for us to really not try to emphasize the compliance with the Charter thing because that is not the issue in this case. The issue is, we., some people just wanna go ahead and name Mr. Jones and I, I get that but just don't try to confuse the, the public that, you know, we're gonna have a major problem if we don't meet this deadline. That's the only thing I want to make sure is clear. People, the Charter is being violated already. Okay? So, don't believe the hype that we have to get this done today...

[Inaudible dais comment]

CHAIR PRO TEM MILLER-ANDERSON: ...because that is not the case. And Mr. Degraffenreidt, obviously he's, he's our lawyer, he's a legal eagle, he is not going to say violate the Charter. I get that. I'm not encouraging anybody to vio'., violate the Charter but I just wanna point out one violation over another does not outweigh. A violation is a violation whether it's the beer and alcohol., the beer and wine being dr'., uh, consumed while they're in that parking lot or the 120 days has been exceeded. And also, Ms. Pardo I'm sure was on the Council back in 2009 when Ms. Shuttlesworth went beyond her 120 days and stayed on 163 days passed the 120 [stammer], 120 days that was needed. So, and I think nobody shared that we were sued, no one went to jail as I heard, or some of the penalties that could happen, you could go to jail because you violate the Charter. I, I don't know about that. I don't think any of that happened.

So, I just, you know, if that's what we, we wanna do, just say that's what we wanna do. Don't...

COUNCILPERSON DAVIS JOHNSON: Mr. Chair...

CHAIR PRO TEM MILLER-ANDERSON: ...don't excite the crowd, excite a riot about us not meeting this deadline.

COUNCILPERSON DAVIS JOHNSON: Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON DAVIS JOHNSON: So, with all due respect to Chair Pro Tem Miller, we have violated the Charter and we continue to v'.., to violate the Charter on a daily basis. That does not make it right.

CHAIR PRO TEM MILLER-ANDERSON: It doesn't.

COUNCILPERSON DAVIS JOHNSON: And, at what point, do we decide.., and, granted, this has been a high profile issue, this has been an issue that has brought concern to the constituents, as well as to the colleagues, respectfully but at some point, we just have to be the example. We have to be the rule. And I am not, I am not advocating one way or another for the individual.

CHAIR PRO TEM MILLER-ANDERSON: Uh-uh.

COUNCILPERSON DAVIS JOHNSON: This is simply an opportunity for us. We have the contract, we have a draft employment agreement for the selected candidate, which is Mr. Jonathan Evans. So, now we need to negotiate that contract and come to terms.

In the interim, I don't, as a Member of this sitting Council, see the need to reappoint, um, to place another person in the position because it's going to, you know, it, it just.., it does not allow us just to continue with continuity. I get, I get it that citizens have concerns and issue with Mr. Jones but we have to be about the business of this City and all we're simply asking, the, from my perspective, the way that I see it is, we are continuing on in the daily operations of the citi'.., the City until such time as this contract is solidified with Mr. Evans. We have not, as a Board, because of the fact that the information came to us and we a'.., you know, negotiations are negotiations and I think that our attorneys that are out there in the audience will say individuals have to bring to you their terms, you have a discussion of your terms and then you meet somewhere in the middle. So, I think that, as opposed to us, uh, continuously suggesting, you know, improperness or, or underhandedness, we need to get through the discussion of this employment agreement so that the time is lessened as opposed to lengthened.

CHAIRPERSON DAVIS: Agree.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Can we, can we disseminate the, the motion...

CHAIR PRO TEM MILLER-ANDERSON: Can I...

CHAIRPERSON DAVIS: ...before we go into the conversation? 'Cause we had the motion on the floor before we went to public comment.

CHAIR PRO TEM MILLER-ANDERSON: Right. And now...

CHAIRPERSON DAVIS: Let's, let's eliminate...

CHAIR PRO TEM MILLER-ANDERSON: ...we're back to discussion.

CHAIRPERSON DAVIS: ...the motion.

CHAIR PRO TEM MILLER-ANDERSON: Are, are we gonna eliminate the motion?

CHAIRPERSON DAVIS: No. Let's.., we gotta vote it up or down.

CHAIR PRO TEM MILLER-ANDERSON: I still have a discussion. I wanted to discuss it...

CHAIRPERSON DAVIS: On, on the motion?

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

CHAIRPERSON DAVIS: Okay. Go ahead.

CHAIR PRO TEM MILLER-ANDERSON: Yeah. Mr. Degraffenreidt.

CITY ATTORNEY DEGRAFFENREIDT: Yes.

CHAIR PRO TEM MILLER-ANDERSON: In res'.., in relation to doing.., when they, if they pass it to provide Mr. Jones with that contract, what does it take.., what is it gonna take in order to put the other guy into the position? I mean, this automatically happens or w'.., it can go on or it has to be approved to come back on the Agenda?

CITY ATTORNEY DEGRAFFENREIDT: Who.., whom...

CHAIR PRO TEM MILLER-ANDERSON: Or what?

CITY ATTORNEY DEGRAFFENREIDT: It would be an appointment that occurs at a public meeting. It, it.., to address it, the Manager serves at the pleasure of the Council. So, once appointed, he is removed at such time as you, by majority vote, elect to 'move him.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CITY ATTORNEY DEGRAFFENREIDT: Remove him. And, after that action is taken, [stammer], the next appointment will be the person who you, by majority vote, decide to put in that position. There is not really an issue of a contract at this point...

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

CITY ATTORNEY DEGRAFFENREIDT: ...it's my understanding, and correct me if I'm wrong from the Staff perspective, that Mr. Jones would be appointed if that action is taken, to serve under the current terms and conditions of employment, until such time as you remove him.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm. So [pause], so the..., which contract... The current..., which current contract?

CITY ATTORNEY DEGRAFFENREIDT: The..., I don't think there is a contract. Danny is serving right now as the Interim but there're terms and conditions that deal with his earnings and retirement and all that stuff. That doesn't change if you appoint him as the Manger. He's going to be compensated the same way after the appointment as, as the Interim.

CHAIR PRO TEM MILLER-ANDERSON: So, he...

CITY ATTORNEY DEGRAFFENREIDT: The only...

CHAIR PRO TEM MILLER-ANDERSON: ...would not...

CITY ATTORNEY DEGRAFFENREIDT: ...change...

CHAIR PRO TEM MILLER-ANDERSON: He would not get [sigh], he would not get the compensation of what the City Manager would get? He wouldn't..., he, he's gonna go under a contract, right? It won't be a Interim contract, it won't remain the same?

CITY ATTORNEY DEGRAFFENREIDT: Right. [Stammer]...

CHAIR PRO TEM MILLER-ANDERSON: 'Cause he's no longer Interim, right?

CITY ATTORNEY DEGRAFFENREIDT: There, there has to be an agreement in terms of what he is compensated as a City Manager. I was assuming that nothing would change.

CHAIR PRO TEM MILLER-ANDERSON: But, it does though, right?

COUNCILPERSON DAVIS JOHNSON: No.

CITY ATTORNEY DEGRAFFENREIDT: It doesn't have to.

COUNCILPERSON DAVIS JOHNSON: It doesn't have to. It's what we want.

CHAIR PRO TEM MILLER-ANDERSON: I know but is it going to stay a'..., he's still gonna be called an Interim or we're gonna change it to...

CITY ATTORNEY DEGRAFFENREIDT: No. We got...

CHAIR PRO TEM MILLER-ANDERSON: ...City Manager?

COUNCILPERSON DAVIS JOHNSON: It changes to City Manager.

CHAIR PRO TEM MILLER-ANDERSON: Just the title is going...

COUNCILPERSON DAVIS JOHNSON: Just the...

CHAIR PRO TEM MILLER-ANDERSON: ...to change?

COUNCILPERSON DAVIS JOHNSON: ...title.

CHAIR PRO TEM MILLER-ANDERSON: But we're not going to compensate him for the, the change?

COUNCILPERSON DAVIS JOHNSON: I think that [stammer], I would think...

[Inaudible comment]

COUNCILPERSON DAVIS JOHNSON: ...and I'm not an attorney but I would think that the additional compensation that we provided to him as Interim would be the salary.., the same salary that would be a part of this until such te'.., times that we have completed our business with Mr. Evans.

CHAIRPERSON DAVIS: Which is...

CITY ATTORNEY DEGRAFFENREIDT: Because you did pay him more to take on...

COUNCILPERSON DAVIS JOHNSON: We did.

CITY ATTORNEY DEGRAFFENREIDT: ...the responsibilities...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CITY ATTORNEY DEGRAFFENREIDT: ...from the deputy.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So, essentially, the only thing we would.., the contract would be [stammer] staying the same as an Interim City Manager, it will just.., the title will cha'.., the Interim will be taken off?

CITY ATTORNEY DEGRAFFENREIDT: Right.

CHAIRPERSON DAVIS: Correct. There ya go.

CITY ATTORNEY DEGRAFFENREIDT: It, it is the interim that creates the problem.

CHAIR PRO TEM MILLER-ANDERSON: Right. I understand that but...

CITY ATTORNEY DEGRAFFENREIDT: Yes.

CHAIR PRO TEM MILLER-ANDERSON: ...I'm thi'.., wondering if there was a difference in the other parts of the, um, contract that needed to be changed and, if so, when we were gonna.., when were we going to do that? That was.., but if no'.., you're saying nothing needs to be changed other than to change it from Interim to just City Manager, then we would not need to meet again to do that. When do... Don't we have to approve the contract once we have it or no?

[Inaudible audience comments]

CITY ATTORNEY DEGRAFFENREIDT: Whi'... Which contract we ta'.., the one with...

CHAIR PRO TEM MILLER-ANDERSON: For Danny.

CITY ATTORNEY DEGRAFFENREIDT: ...with Mr. Jones?

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

CITY ATTORNEY DEGRAFFENREIDT: We need to get him out here. 'Cause I'm speaking for him but my understanding was...

CHAIR PRO TEM MILLER-ANDERSON: But who...

CITY ATTORNEY DEGRAFFENREIDT: ...that he's been compensated in the position already.

CHAIRPERSON DAVIS: Yes.

CHAIR PRO TEM MILLER-ANDERSON: Right.

CITY ATTORNEY DEGRAFFENREIDT: For the additional duties. That being the case...

CHAIRPERSON DAVIS: There's already a contract in place.

CITY ATTORNEY DEGRAFFENREIDT: [Stammer] that, all of that's already in place.

CHAIRPERSON DAVIS: In place.

CITY ATTORNEY DEGRAFFENREIDT: As I understand it.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CITY ATTORNEY DEGRAFFENREIDT: That's already been decided.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

CITY ATTORNEY DEGRAFFENREIDT: And what we're doing now...

COUNCILPERSON PARDO: Mr. Chair?

CITY ATTORNEY DEGRAFFENREIDT: ...is making...

COUNCILPERSON PARDO: Alright. So, if ya'll look at your emails, we just got a email...

CHAIRPERSON DAVIS: Yep.

COUNCILPERSON PARDO: ...from Danny.

COUNCILPERSON DAVIS JOHNSON: Yeah.

COUNCILPERSON PARDO: May I read it, sir?

CHAIRPERSON DAVIS: Please do.

COUNCILPERSON PARDO: Mayor and City Council Members. I no longer have any interest in seeking the permanent City Manager's position, whether someone is hired today or in the near future. I will gladly serve as the Interim until such time Mr. Evans comes on board. If a contract is not achieved with Mr. Evans, I can continue to serve as the Interim and not ask to be considered for the permanent position. While I have enjoyed the opportunities the Council has provided me to serve as Interim, I feel it is in the best interest of all for me to withdraw my interest in the permanent City Manager position at this time.

CHAIRPERSON DAVIS: Thank you.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So, I, I... I...

CHAIRPERSON DAVIS: You have the floor. Go ahead.

CHAIR PRO TEM MILLER-ANDERSON: Okay. And I appreciate that Mr. Jones but I don't want it to seem like nobody wants you. I mean, that's not my point. I don't appreciate the process that.., and I explained that to you already. I don't appreciate the process that has taken place. Now, although he said that, that could change. I mean, he could change his mind tomorrow once he get the contract. So, I mean, I appreciate it but, I mean, that is nothing in stone and you all could still choose to do otherwise. So, I mean, it, I, I...

COUNCILPERSON DAVIS JOHNSON: You all?

CHAIR PRO TEM MILLER-ANDERSON: ...appreciate it. Um, I appreciate it.

COUNCILPERSON DAVIS JOHNSON: [Inaudible] the language in "you all?"

CHAIR PRO TEM MILLER-ANDERSON: Uhuh. No.

COUNCILPERSON DAVIS JOHNSON: Commissioner?

CHAIR PRO TEM MILLER-ANDERSON: I mean, whoever.

COUNCILPERSON DAVIS JOHNSON: Okay.

CHAIR PRO TEM MILLER-ANDERSON: Whoever it is. Whoever. So, it does not..., it doesn't impact my thoughts on what I just said. So, do we not have to bring the contract back before us in order for him to sign it? It is done. I mean, we, we vote and then you take care of just taking off the name and then it go'.., he signs it? And it doesn't come back to us? Right? 'Cause it's alrea'.., nothing's gonna change in the contract?

CITY ATTORNEY DEGRAFFENREIDT: He's not operating under a contract now, I don't believe.

CHAIR PRO TEM MILLER-ANDERSON: We didn't change him but we just paid him? That's it?

COUNCILPERSON DAVIS JOHNSON: Yeah.

CHAIRPERSON DAVIS: Just increased...

COUNCILPERSON DAVIS JOHNSON: We just gave him the...

CHAIRPERSON DAVIS: ...the 10%...

COUNCILPERSON DAVIS JOHNSON: ...increase. We, we...

CITY ATTORNEY DEGRAFFENREIDT: There's no need for a written...

COUNCILPERSON DAVIS JOHNSON: Right.

CITY ATTORNEY DEGRAFFENREIDT: ...contract if the services are to be provided for a term period less than year.

COUNCILPERSON PARDO: Correct.

CHAIR PRO TEM MILLER-ANDERSON: Okay. Alright.

CITY ATTORNEY DEGRAFFENREIDT: That's the only reason we have a written contract is when there's a situation where it's gonna be more than a year.

CHAIR PRO TEM MILLER-ANDERSON: Okay. So, with the vote here, we just move forward with whatever it is and that's all that needs to happen?

CITY ATTORNEY DEGRAFFENREIDT: Correct.

CHAIR PRO TEM MILLER-ANDERSON: Okay. [Pause]. Thank you.

CHAIRPERSON PARDO: Call a vote.

CHAIRPERSON DAVIS: Madam Clerk. [Pause]. Madam Clerk.

COUNCILPERSON DAVIS JOHNSON: Would you restate my motion Madam Clerk?

CHAIRPERSON DAVIS: Please restate the motion.

CITY CLERK ANTHONY: The motion is, that's on the floor, is that Mr. Danny Jones serves as the City Manager until negotiations are completed and approved with Mr. Jonathan Evans.

CHAIRPERSON DAVIS: Correct.

COUNCILPERSON DAVIS JOHNSON: Say again. Until, until negotiations are completed.

CHAIRPERSON DAVIS: Mhmm.

COUNCILPERSON PARDO: Alright. And my m'.., my second still stands.

CHAIRPERSON DAVIS: Madam Clerk, roll call, please.

CITY CLERK ANTHONY: Councilperson Davis Johnson?

COUNCILPERSON DAVIS JOHNSON: Yes.

CITY CLERK ANTHONY: Councilperson Pardo?

COUNCILPERSON PARDO: Yes.

CITY CLERK ANTHONY: Pro Tem Miller-Anderson?

CHAIR PRO TEM MILLER-ANDERSON: No.

CITY CLERK ANTHONY: Chair Davis?

CHAIRPERSON DAVIS: Yes.

CITY CLERK ANTHONY: That motion is approved with Councilperson Miller-Anderson dissenting.

CHAIRPERSON DAVIS: Alright. Now we can go back to the contract, why, why we're here. The other, the other reason why we're here. Mr. Degraffenreidt, we're gonna kinda go through this process and you, Mr. Davis to talk about, you know, how we got to this point.

COUNCILPERSON DAVIS JOHNSON: Question.

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON DAVIS JOHNSON: Are there copies available for the audience? In this...

CITY ATTORNEY DEGRAFFENREIDT: I didn't make 'em.

COUNCILPERSON DAVIS JOHNSON: Okay. It's a draft.

CHAIRPERSON DAVIS: No. Take...

COUNCILPERSON DAVIS JOHNSON: So, is it...

CHAIRPERSON DAVIS: Take this one.

COUNCILPERSON DAVIS JOHNSON: ...protected? Or?

[Inaudible dais comment]

CHAIRPERSON DAVIS: Yeah. This is a draft.

COUNCILPERSON DAVIS JOHNSON: I don't know.

COUNCILPERSON PARDO: [Inaudible].

COUNCILPERSON DAVIS JOHNSON: I'm, I'm just asking. I'm just asking.

CITY ATTORNEY DEGRAFFENREIDT: [Chuckle]. For purposes of negotiation, usually the thoughts and documents provided are privileged, they're not made public.

COUNCILPERSON DAVIS JOHNSON: Okay.

CHAIRPERSON DAVIS: Thank you.

CHAIR PRO TEM MILLER-ANDERSON: But...

CITY ATTORNEY DEGRAFFENREIDT: [Inaudible]...

COUNCILPERSON DAVIS JOHNSON: Now that we're in this public ...

CITY ATTORNEY DEGRAFFENREIDT: ...did.

COUNCILPERSON DAVIS JOHNSON: ...setting and we're getting ready to discuss it?

COUNCILPERSON PARDO: Now it's...

CITY ATTORNEY DEGRAFFENREIDT: But...

COUNCILPERSON PARDO: ...public.

COUNCILPERSON DAVIS JOHNSON: Now, is.., is it now public because we are preparing to discuss it?

CHAIR PRO TEM MILLER-ANDERSON: Yeah.

CITY ATTORNEY DEGRAFFENREIDT: If you choose...

COUNCILPERSON PARDO: See...

CITY ATTORNEY DEGRAFFENREIDT: ...to make it...

COUNCILPERSON PARDO: ...we coulda had a closed...

CITY ATTORNEY DEGRAFFENREIDT: ...public, it will be public.

COUNCILPERSON PARDO: ...executive session.

CHAIR PRO TEM MILLER-ANDERSON: I didn't know we were gonna be discussing it.

COUNCILPERSON DAVIS JOHNSON: Well, I, I didn't... I, I'm not...

CITY ATTORNEY DEGRAFFENREIDT: [Stammer]

COUNCILPERSON DAVIS JOHNSON: If, if we don't have to discuss it publicly and we want to go through the negotiations, then I'm fine with that. I wasn't clear...

CITY ATTORNEY DEGRAFFENREIDT: I would prefer what you propose. The purpose of putting it in this form was to give us an idea of how it meshed with the boiler plate. What we tried to provide to you through the emails was what has been offered by the candidate, our recommendations as to the appropriateness of what he's asking for and what our proposed counter would be. All that just happens to be in the document.

COUNCILPERSON DAVIS JOHNSON: Okay.

CITY ATTORNEY DEGRAFFENREIDT: That, that was prepared.

COUNCILPERSON DAVIS JOHNSON: So, you need for us... I'm sorry, Mr. Chair? So, you need for the, the Members of the Council to review this contract to...

CITY ATTORNEY DEGRAFFENREIDT: And authorize me to make a counteroffer consistent with what's proposed.

COUNCILPERSON DAVIS JOHNSON: And, when do you need this by?

CITY ATTORNEY DEGRAFFENREIDT: I asked for [inaudible] optimistic but, as, as soon as possible.

COUNCILPERSON DAVIS JOHNSON: Okay.

CITY ATTORNEY DEGRAFFENREIDT: You know? And, and as soon as possible. It's Friday afternoon. You know?

CHAIRPERSON DAVIS: Monday?

CITY ATTORNEY DEGRAFFENREIDT: Thought over the weekend, give me something, some directive that authorizes me to go forward on Monday, seems to be the earliest point.

CHAIRPERSON DAVIS: So, [stammer], send you some emails regardless our comments regarding this or...

CITY ATTORNEY DEGRAFFENREIDT: Yes.

CHAIRPERSON DAVIS: ...come sit down with you to discuss...

CITY ATTORNEY DEGRAFFENREIDT: Yes.

CHAIRPERSON DAVIS: ...any clarity?

CITY ATTORNEY DEGRAFFENREIDT: Yes.

CHAIRPERSON DAVIS: Okay.

COUNCILPERSON PARDO: Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

CITY ATTORNEY DEGRAFFENREIDT: Yes, ma'am?

COUNCILPERSON PARDO: Okay. So, Mr. Degraffenreidt, since this is a contract, an employment contract, can we have a closed executive meeting to discuss it? Is it considered labor? You know, I know when we discuss labor, other labor contracts, we have closed executive meetings. Would this fall under that category?

CITY ATTORNEY DEGRAFFENREIDT: No, ma'am. It would not, only because it's not specifically mentioned and most of the interpretations of the open meeting law are clear that, if it's not a concise and specific exemption, it's [inaudible] within the Sunshine.

COUNCILPERSON PARDO: Okay. That's fine. Thank you.

CHAIRPERSON DAVIS: Thank you. So we're good on what we need to do with this item. Alright.

CHAIR PRO TEM MILLER-ANDERSON: I have a question.

CITY ATTORNEY DEGRAFFENREIDT: [Stammer].

CHAIRPERSON DAVIS: Yes, ma'am.

CITY ATTORNEY DEGRAFFENREIDT: I, I...

CHAIR PRO TEM MILLER-ANDERSON: How...

CITY ATTORNEY DEGRAFFENREIDT: I'm open all, all Monday morning. I don't think I have anything Monday morning.

CHAIR PRO TEM MILLER-ANDERSON: How have other contract negotiations been done in the past?

CHAIRPERSON DAVIS: I wasn't here for the last one, so I don't know.

COUNCILPERSON DAVIS JOHNSON: This is my first experience.

CHAIR PRO TEM MILLER-ANDERSON: Ms. Pardo?

COUNCILPERSON PARDO: Yeah. I'll tell you how. Usually, it was the City Attorney...

CHAIR PRO TEM MILLER-ANDERSON: And the Chair.

COUNCILPERSON PARDO: ...and the Chairperson would...

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

COUNCILPERSON PARDO: ...try to negotiate the contract. Once they thought a decent contract was negotiated, then they would bring it back to Council. Some instances, the Council approved the contract. Other instances, they had a discussion at a public meeting and then, you know, terms were changed at the meeting.

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

COUNCILPERSON PARDO: And then they went back again to the, um...

CHAIR PRO TEM MILLER-ANDERSON: Okay.

COUNCILPERSON PARDO: ...you know, to the person.

CHAIRPERSON DAVIS: Okay.

CITY ATTORNEY DEGRAFFENREIDT: Okay. If we were to pursue that type of process again, then it would be appropriate for the Council to give the Chairman specific authority to do that. If that's your choice.

COUNCILPERSON PARDO: I have no problem with it.

CHAIR PRO TEM MILLER-ANDERSON: To do what now?

COUNCILPERSON DAVIS JOHNSON: Restate please.

CITY ATTORNEY DEGRAFFENREIDT: To be the representative in terms of negotiating the proposed contract to be brought back to you for either approval or modification.

CHAIR PRO TEM MILLER-ANDERSON: No. I'm not okay...

COUNCILPERSON DAVIS JOHNSON: Whom did you say?

CHAIR PRO TEM MILLER-ANDERSON: ... with that.

CITY ATTORNEY DEGRAFFENREIDT: The Chairman.

COUNCILPERSON DAVIS JOHNSON: Well, if we've all submitted, based on the request from your office to submit concerns or items that we wanted to be placed in the contract and we reviewed those things and those items are included in the contract, would it not be prudent then, based on our input.., we've already had our input and our say...

CHAIRPERSON DAVIS: Mhmm.

COUNCILPERSON DAVIS JOHNSON: ...on what will be submitted to the candidate unless something.., some, some serious material change happens, what would be the concern with the, with the Chair?

CHAIR PRO TEM MILLER-ANDERSON: What would he be doing?

COUNCILPERSON DAVIS JOHNSON: He would just be, basically, in the room because it's, its's...

CHAIRPERSON DAVIS: Yeah.

COUNCILPERSON DAVIS JOHNSON: ...conversation.

CHAIRPERSON DAVIS: 'Cause he's gonna say something and they need...

CHAIR PRO TEM MILLER-ANDERSON: But I thought when...

CHAIRPERSON DAVIS: ...somebody to, to represent the Council

CHAIR PRO TEM MILLER-ANDERSON: In what room? To do.., I thought...

CHAIRPERSON DAVIS: It might be a...

CHAIR PRO TEM MILLER-ANDERSON: What was the...

CHAIRPERSON DAVIS: ...phone conversation

CHAIR PRO TEM MILLER-ANDERSON: But what was the...

COUNCILPERSON PARDO: Right.

CHAIR PRO TEM MILLER-ANDERSON: ...process you were talking about?

COUNCILPERSON PARDO: [Inaudible]

CITY ATTORNEY DEGRAFFENREIDT: Ms. Pardo mentioned earlier how it had been done.

CHAIR PRO TEM MILLER-ANDERSON: Right.

CITY ATTORNEY DEGRAFFENREIDT: I only suggested we consider doing that again from the perspective of the person's in the room. I am the lawyer. He's the representative. He looks at the process totally differently than I do...

COUNCILPERSON PARDO: ...and he, for the time period he's been there and interrelating with ya'll, would have a different look on some of the issues. And may be able to assist me in terms of conflicts between me and the candidate as to what...

CHAIR PRO TEM MILLER-ANDERSON: Chair.

CITY ATTORNEY DEGRAFFENREIDT: ...needs to be considered from a legislative perspective, in terms of what we're discussing or adversarial on.

CHAIR PRO TEM MILLER-ANDERSON: Chair?

CHAIRPERSON DAVIS: Vice Chair.

CHAIR PRO TEM MILLER-ANDERSON: I, I think when we had [stammer], I think I was on the Council when the contract negotiations., I was, I'm sorry, I was not on the Council but I recall being at a meeting with the contract negotiations, I think, with Mr. Brown for the CRA and there were some concerns back then with just the one person, the Chairperson, being the one to do the contract negotiations and it didn't, you know, the Council seemed to be [pause] kinda out of the loop on it. I think, um... Yeah? You got something to say?

COUNCILPERSON PARDO: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: Well, go ahead.

COUNCILPERSON PARDO: Alright. Mr. Chair?

CHAIRPERSON DAVIS: Yes, ma'am.

COUNCILPERSON PARDO: I can tell you that since I've been here, right? So, for the past nine years, going on almost 10 years, that's how it's always been done. And I was the lead., you know, I was the Chairperson, I think, four or five times.

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON PARDO: And that's how we always did it. It was the Chairperson and the City Attorney and we would get on the telephone with the candidate and... You know, first the Attorney and the, the Council Member would discuss it and then we'd get on the phone with the candidate and, you know, just go back and forth and back and forth and, like I said, then it comes back to the Council and that's when the Council can be part of it. You really can't go into a meeting...

CHAIR PRO TEM MILLER-ANDERSON: Right. I understand that.

COUNCILPERSON PARDO: ...two..., just two Council people because then there's...

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON PARDO: ...definitely Sunshine violations.

CHAIR PRO TEM MILLER-ANDERSON: Right. But [stammer], here, here's the concern.

COUNCILPERSON PARDO: Yeah.

CHAIR PRO TEM MILLER-ANDERSON: I think..., I don't know if this...

COUNCILPERSON PARDO: Mhmm.

CHAIR PRO TEM MILLER-ANDERSON: ...is different from in the past...

COUNCILPERSON PARDO: Right.

CHAIR PRO TEM MILLER-ANDERSON: But I just think that, being that the Chair was on the side that didn't want to select the candidate, I think there's ju'..., I feel there's a conflict. You know, I mean, I do expect you to be professional and do your duties as a Chairperson but I'm just saying, the person who is negotiating the contract was not in favor of the candidate to begin with. And so...

COUNCILPERSON PARDO: But that happened with...

CHAIR PRO TEM MILLER-ANDERSON: Okay. And that's what I'm...

COUNCILPERSON PARDO: ...Ruth Jones.

CHAIR PRO TEM MILLER-ANDERSON: ...saying. I...

COUNCILPERSON PARDO: I wasn't...

CHAIR PRO TEM MILLER-ANDERSON: ...don't know.

COUNCILPERSON PARDO: Yeah. I voted again Ruth Jones.

CHAIR PRO TEM MILLER-ANDERSON: Right. Right.

CHAIRPERSON DAVIS: And Tony Brown.

CHAIR PRO TEM MILLER-ANDERSON: Okay.

COUNCILPERSON PARDO: She was a 3-2 vote.

CHAIR PRO TEM MILLER-ANDERSON: Okay. I didn't, I didn't...

COUNCILPERSON PARDO: And even Tony Brown...

CHAIR PRO TEM MILLER-ANDERSON: ...say it didn't...

COUNCILPERSON PARDO: ...comin' in.

CHAIR PRO TEM MILLER-ANDERSON: ...happen any other time...

COUNCILPERSON PARDO: No, no. I know.

CHAIR PRO TEM MILLER-ANDERSON: ... I'm just saying.

COUNCILPERSON PARDO: I know.

CHAIR PRO TEM MILLER-ANDERSON: Mhmm.

COUNCILPERSON PARDO: So, I'm just telling you.

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON PARDO: So, yeah. I was against Ruth Jones coming in here but I was the Chairperson so I was part of that...

CHAIRPERSON DAVIS: Yep.

COUNCILPERSON PARDO: ...negotiations.

CHAIR PRO TEM MILLER-ANDERSON: Right. Okay.

COUNCILPERSON PARDO: And the same with tony Brown, bringing him in.

CHAIRPERSON DAVIS: She voted...

COUNCILPERSON PARDO: I didn't vote for Tony Brown.

CHAIRPERSON DAVIS: ...against Tony too.

COUNCILPERSON PARDO: ...to come.

CHAIR PRO TEM MILLER-ANDERSON: I get it. I'm just...

COUNCILPERSON PARDO: But we, you know...

CHAIR PRO TEM MILLER-ANDERSON: Bringing...

COUNCILPERSON PARDO: ...we negotiated the...

CHAIR PRO TEM MILLER-ANDERSON: ...out everything.

COUNCILPERSON PARDO: ...contract and everyone, once it came back...

CHAIR PRO TEM MILLER-ANDERSON: Right.

COUNCILPERSON PARDO: Everyone had their input.

CHAIR PRO TEM MILLER-ANDERSON: Okay. I'm not...

CHAIRPERSON DAVIS: I just wanna state for the record, I will definitely...

CHAIR PRO TEM MILLER-ANDERSON: ...in favor...

CHAIRPERSON DAVIS: ...do my job to be responsible in the negotiation process to make sure I'm protecting the integrity of the City of Riviera Beach seal.

CHAIR PRO TEM MILLER-ANDERSON: Yes. That's what we...

CHAIRPERSON DAVIS: Okay.

CHAIR PRO TEM MILLER-ANDERSON: ...want.

CHAIRPERSON DAVIS: I just wanna make that ya'll understand, I have to protect the City's integrity. I will not overstep my own position...

COUNCILPERSON PARDO: [Inaudible].

CHAIRPERSON DAVIS: ...on how I feel about someone but I protect the City, that's what's important to me.

CHAIR PRO TEM MILLER-ANDERSON: Okay. Thanks.

CHAIRPERSON DAVIS: So, we, we took action. [Inaudible] but we have one public comment card. Ms. Mary BRABHAM.

MS. M. BRABHAM: Ms. Mary BRABHAM, Riviera Beach. Leader. It's a noun and it means a person, place, thing of quality or act. The word leader means to guide, conduct, escort or direct, to influence, induce, be ahead or at the head of, to tend toward a certain goal or result, to lead and to [inaudible] wrongdoing, it goes both ways. Lead to proceed toward one's true purpose or subject with lengthy or invasive preliminary remarks or commands. Leadership, an example that sets precedence. Good leadership. You are responsible for your actions and reaction. That's all mate

your goal and your main goal is for the betterment and achievement of this entire City and not self-service, or not pushing because you don't want something. Change may be frightening in the beginning but some change is good. You may not see the change that lies ahead of us but it can be a good thing. We been in a rut in this city for so long, business as usual. The same in and out of date activities, doing business as usual. Aren't you tired? Don't you want your City live up to the creed of the best place to live, work and play? Our neighborhoods are in disarray. Our schools are in disarray, our children are in disarray. All of that comprise of leadership, not staying in the comfort zone box but stepping out of that box and taking self out of the way and doing the good that will be rewarded towards you. And your reward lies greater because it is better things for you. If you will set your sights on just being the head all the time. Learn to be the tail or in the middle sometimes and you will see all around you. You will have vast amounts of growth and peoples that are willing to work with you and to elevate you and to do the things that make all of us great residents and great leaders in this City. You all would be surprised...

[Beep]

MS. M. BRABHAM:...who's behind you that you think is not behind you. So let's strive to do better and accept the leader that has been given to us and work, work for the good. Don't be afraid of change, change is all over this country.

So, thank you.

CHAIRPERSON DAVIS: Thank you. That's the end of public comment at this time. So, we have deliberated, done what we came here to do. I wanna thank everyone for coming out.

ADJOURNMENT

CHAIRPERSON DAVIS: Unless somebody have any questions and concerns, I'm ready to entertain a motion to adjourn the meeting.

COUNCILPERSON DAVIS JOHNSON: So moved.

[Gavel]

City Employees, Public Comment Speakers and Others

ASST. TO CITY MANAGER TROY PERRYASST. TO CITY MANAGER
PERRY

EXECUTIVE ASSISTANT OF CITY MANAGER OFFICE - DOROTHY MITCHELL
MS. D. MITCHELL

INTERIM CITY MANAGER DANNY JONESMR. D. JONES

MARY BRABHAMMS. M. BRABHAM

EZEKIEL EDMONDSMR. E. EDMONDS

JOE ANDERSONMR. J. ANDERSON

BONNIE LARSONMS. B. LARSON

ERNESTINE GORDONMS. E. GORDON

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: APRIL 19, 2017