

Keith W. Babb, Jr.  
MAYOR

Regina Bohlen  
VICE-MAYOR

Greg Thompson  
INTERIM CITY MANAGER

Tijuana Warner  
CITY CLERK

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COMMISSIONERS:

Clara “Tasha” Murvin

Juan Gonzalez

Sara Perez

Gary M. Brandenburg  
CITY ATTORNEY

## CITY COMMISSION OF THE CITY OF PAHOKEE REGULAR COMMISSION MEETING AGENDA

Tuesday, August 24, 2021 6:30 p.m.

Pahokee City Commission Chambers

360 E. Main Street, Pahokee, FL

Meeting Streamed by YouTube – LIMITED CAPACITY

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA THAT FOLLOWS
- D. CITIZEN COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS - ALL ITEMS ON AGENDA (THREE MINUTES)
- E. APPROVAL OF MINUTES
  - 1. City Commission Special Scheduled Meeting July 19, 2021 Minutes
  - 2. City Commission Special Scheduled Meeting July 21, 2021 Minutes
  - 3. City Commission Special Scheduled Meeting July 23, 2021 Minutes
  - 4. City Commission Regular Scheduled Meeting July 27, 2021 Minutes
  - 5. City Commission Special Scheduled Meeting July 28, 2021 Minutes
  - 6. City Commission Special Scheduled Meeting July 29, 2021 Minutes
- F. CONSENT AGENDA

### NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of the proceedings, and that, for such purpose, the person may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

G. REGULAR AGENDA

1. ORDINANCE(S), 1<sup>ST</sup> READING AND PUBLIC HEARINGS
  - a. Approve advertisement to Modify Ordinance No. 2019-02
  
2. RESOLUTION(S)
  - a. **RESOLUTION 2021 – 17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2021/2022 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.**
  
3. OTHER AGENDA ITEMS
  - a. Discussion regarding 115 E. Main Street
  - b. Discussion for reimbursement to City for cost to City of sending employees home for three days
  - c. Discussion regarding reimbursement to City for cost of:
    - i. rekeying all City facilities
    - ii. failure to hand over City computer system access codes, code to alarm system, and access to City website
  - d. Discussion regarding City website
  - e. City Clerk / Compensation
  
4. REPORT OF THE CITY MANAGER
  
5. REPORT OF THE CITY ATTORNEY
  - a. Office of Inspector General - Investigative Report 2018-0004, City of Pahokee Holiday Schedule and Bonus Pay
  - b. Office of Inspector General - Investigative Report 2019-0005, City of Pahokee Inappropriate Purchasing Card Expenditures
  - c. Office of Inspector General - Contract Oversight Report CA-2019-0074, City of Pahokee, Review of Technomarine Construction, Inc., Contracts
  - d. PBC COE 21-004, Public Report and Final Order of Dismissal
  - e. Procedure for agenda
  - f. Information regarding one-on-one meetings with City Manager
  - g. Inspector General
  - h. Letter from Daragjati Law

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6. OLD BUSINESS
  - a. Former City Manager Complaint
  - b. American Rescue Plan Act (ARPA) 2021
  - c. Cancel Tuesday, September 14 City Commission Meeting & Reschedule to Wednesday, September 15, 2021
7. NEW BUSINESS
  - a. Mayors Golden Nail and Hammer
8. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
9. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)
10. ADJOURN (By majority vote of Commissioners present)

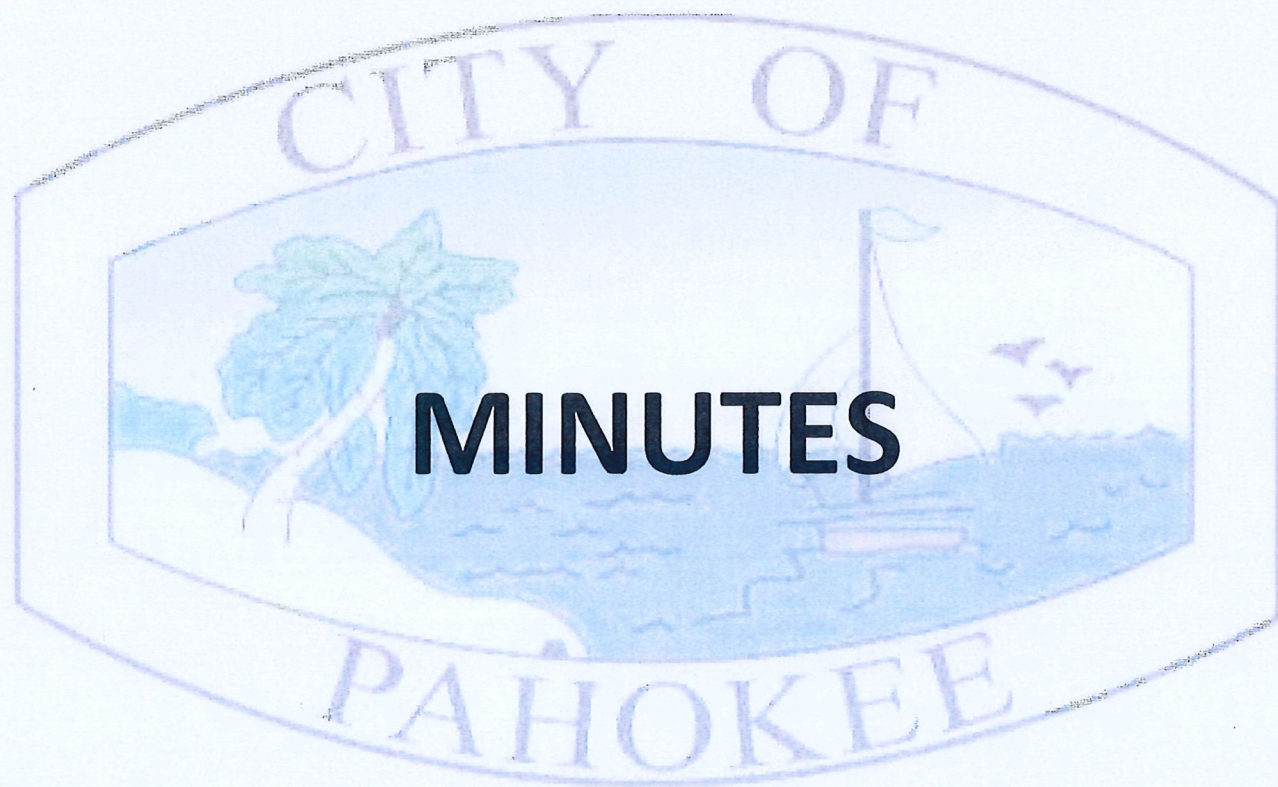
The City of Pahokee is an equal opportunity provider and employer.

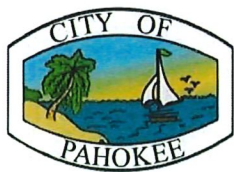
City Hall is wheelchair-accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 6 hours prior to the meeting. Please contact the City Clerk's office at 561-924-5534, or by fax at 561-924-8140, for information or assistance.

**IF ANYONE DISRUPTS THIS MEETING OR OTHERWISE INHIBITS THE CITY COMMISSION FROM CONDUCTING THE MEETING, THE MEETING WILL BE MOMENTARILY RECESSED, THE SHERIFF SHALL BE REQUESTED TO REMOVE THE OFFENDING PERSON(S), THEN THE MEETING WILL BE RECONVENED.**

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**CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL SCHEDULED COMMISSION MEETING MINUTES  
Monday, July 19, 2021**

Pursuant to due notice, the Special Scheduled July 19, 2021.

The meeting was called to order by Mayor Babb at 6:04 p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Regina Bohlen	Present
	Commissioner Juan Gonzalez	Present
	Commissioner Clara M. Murvin	Present
	Commissioner Sara Perez	Present
	Rodney D. Lucas, Interim City Manager	Present
	Burnadette Norris-Weeks, City Attorney	Present
	Tijauna Warner, City Clerk	Present

**Topic:**

**1. Termination of City Attorney's Contract**

Mayor Babb gave a brief overview of the reason for this meeting being called.

1. David Ruiz – Termination of the City Attorney's Contract (*not in favor*)
2. Syrenthia Boldin – Termination of the City Attorney's Contract (*not in favor*)
3. Josie Hernandez – Termination of the City Attorney's Contract (*not in favor*)
4. Jason Crawford – Termination of the City Attorney's Contract (*not in favor*)
5. Tanzanerria Allen – Termination of the City Attorney's Contract (*not in favor*)
6. Sanquetta Cowan – Termination of the City Attorney's Contract (*not in favor*)
7. Carl L. Booth – Yield his three (3) minutes to Ms. Sanquetta Cowan (*not in favor*)
8. Richard Williams – Termination of the City Attorney's Contract (*not in favor*)
9. Annie Coore – Termination of the City Attorney's Contract (*in favor*)
10. Christopher Troutman – Termination of the City Attorney's Contract (*not in favor*)

Mayor Babb gave a brief overview of the reason the City Commission Special Meeting was called to order and suggested that Commissioner Perez abstain from voting on this matter. He called for each Commissioner's comment.

Commissioner Gonzalez: No Comment.

Vice Mayor Bohlen: No Comment.

Commissioner Perez: No Comment.

Commissioner Murvin expressed concerns about why this meeting was called. She advised the citizens have spoken and some individuals are acting on the situation with Mr. Brandenburg. She informed everyone that they do not know the facts about the situation with Mr. Brandenburg. Commissioner Murvin advised in her opinion there are two (2) litigations in process with one (1) of the City Commissioners and that firing the City Attorney is

just to divert the process. Commissioner Murvin explained why she's not in favor of terminating the City Attorney.

Mayor Babb thanks residents for coming out to the City Commission Special Meeting and advised citizens to get involved. He's glad to see the community come out to show support. Mayor Babb informed the citizens that the Interim City Manager is doing a great job, but he's getting pressure from some of the City Commission on day-to-day operations to fire some employees (Jongelene Adams, Director of Parks & Recreations, and Director of Roads & Streets).

Mrs. Weeks thanks all of the citizens that came out to support her and explained that she didn't expected it. She explained that staff do their very best every day. Ms. Weeks goes into detail of her experience and expertise. She explained the reasons why she's being terminating is involving the current case with Mrs. Perez's husband which Mrs. Perez was the registered agent up until the 15<sup>th</sup>. Mrs. Week's thanks everyone for the opportunity to service and advised citizens to get involved. Mrs. Weeks asked the City Commission to respect her 90day notice that is in her contract.

**Approval of Terminating the City Attorney's Contract.**

**Motion by Vice Mayor Bohlen. Seconded by Commissioner Gonzalez.**

**Motion carried (3) aye; (2) nay. (passed)**

**Discussion, Comments, Concerns:**

**Adjourn:**

There being no further business to discuss, Mayor Babb adjourned the meeting at 7:07 p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Nohemi Polanco, Interim City Clerk

**CITY OF PAHOKEE  
SPECIAL COMMISSION MEETING  
July 21, 2021  
2:00 p.m.**

PRESENT AT MEETING<sup>1</sup>:

MAYOR KEITH W. BABB, JR.....MAYOR BABB  
VICE MAYOR REGINA BOHLEN .....VICE MAYOR BOHLEN  
COMMISSIONER JUAN GONZALEZ .....COMMISSIONER GONZALEZ  
COMMISSIONER CLARA MURVIN .....COMMISSIONER MURVIN  
COMMISSIONER SARA PEREZ.....COMMISSIONER PEREZ  
INTERIM CITY MANAGER RODNEY LUCAS .....INTERIM CM LUCAS  
CITY ATTORNEY BURNADETTE NORRIS .....CITY ATTORNEY NORRIS  
CITY CLERK TIJAUNA WARNER.....CITY CLERK WARNER

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<sup>1</sup> List of City Employees, Public Speakers and Others on Page 34

[Before meeting chatter]

[Gavel]

**CALL TO ORDER**

**Mayor Babb:** I call this Special Meeting of the Pahokee City Commission, Wednesday, July 21, 2021 to order at 2:06 p.m.

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**Mayor Babb:** May we please stand for the Invocation provided by Bishop Eugene Babb, followed by the Pledge of Allegiance.

**Bishop Babb:** If you wouldn't mind bowing your head.

Most gracious and Eternal Father God, as we come before you to conduct the business of this, our beloved citizens. We pray God, that you would grant unto our Commissioners wisdom, knowledge, and discernment, that they will govern this City based upon their Father God morality, integrity, as well as unity. We will come against everything that is divisive, everything that, God, that will not allow this City to flourish in the manner in which you have declared it to flourish.

But we do realize, as your word has declared, which implies all to any city or any house, except you build a house, they that labor, labor in vain.

Now we pray for your peace, we pray for clarity, we pray for understanding and discernment, in all other name but the name of Him that created the Heaven and the Earth. Amen.



**All:** Amen. 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.

**ROLL CALL**

**Mayor Babb:** Roll call, Madam Clerk.

**City Clerk Warner:** Mayor Babb?

**Mayor Babb:** Present.

**City Clerk Warner:** Vice Mayor Bohlen?

**Vice Mayor Bohlen:** Present.

**City Clerk Warner:** Commissioner Gonzalez?

**Commissioner Gonzalez:** Present.

**City Clerk Warner:** Commissioner Murvin?

**Commissioner Murvin:** Present.

**City Clerk Warner:** Commissioner Perez?

**Commissioner Perez:** Present.

**City Clerk Warner:** Interim City Manager?

**Interim City Manager Lucas:** Present.

**City Clerk Warner:** City Attorney? [Pause]. City Clerk, present.

**Mayor Babb:** Thank you, Madam City Clerk, thank you, Commissioners, thank you, Staff, and especially, thank each of you, our public, for coming out to participate in our Special Meeting of July 21, 2021.

**TOPIC**

**CITY MANAGER RECRUITMENT**

The purpose of this meeting is to discuss the City Manager recruitment process. We'll be selecting five candidates to be interviewed. In addition to that, we would have three additional candidates as backup candidates in case one or more of the candidates decide not to move forward with the interview process. In addition to that, the City Commission has a option of adding additional candidates for interviewing, if we so choose to do that, with a majority vote.

So, at this time, I'm gonna turn this portion over to our Interim City Manager to introduce our presenter. And, from there we'll move forward with our meeting.

**Interim City Manager Lucas:** Thank you, sir. I would like to introduce our recruiter from FCCMA, Daniel, [inaudible], Kleman. Will you please come up to the...

**Mr. D. Kleman:** Thank you, Mr. Mayor and Members of the Commission. It's good to be back with you again. I was looking at my calendar, it's been two months since I was here the last time when we started this process. And we have progress to report.

A couple of days ago, I sent to Members of the City Commission, an email outlining my recommendations to you from all of the candidates who have submitted applications to become the Pahokee City Manager. We recruited locally, we recruited on a statewide basis through the Florida City and County Manager's Association, and through..., nationally, through the International City and County Mangers Association.

As the Interim City Manager indicated, I am with FCCMA, the City Managers Association. I am a volunteer, essentially what's called a Senior Advisor, helping cities with municipal issues, like the one we're here to talk about today.

And, as the Mayor said, your task in front of you today, is to, to select those candidates whom you would like to interview on the date you've already selected to do

that, which is August 10<sup>th</sup>. Let me read into the record, the names of those candidates that I have recommended to you. They are, and these are listed in alphabetical order. Patrick Comiskey, Rodney Lucas, your Interim City Manager, Patrick Marsh, Ricardo Mendez-Saldivia, and Lee Stobb. Also, as the Mayor indicated, sometimes, along the process, some of the..., some candidate that you might select, may wind up taking a job somewhere else before they arrive here for an interview. So we do ask you to identify some alternate candidates that we can automatically fill in, in case someone takes a job elsewhere. And, we also provide the al'..., the list of alternates in the eve'..., in the event that you believe there's a different list of five candidates that's better than the one that I recommended.

I have obviously spent time looking at the resumes of the candidates, I've reviewed their credentials and their education in comparison with the recruitment profile that you had established on May 12<sup>th</sup> of this year. And, it is on that basis that I make the recommendations to you. But it is important to understand that it is your choice, not mine, of who you choose to interview. So, we wanna make certain that you are comfortable with the list of candidates that are selected.

I've got a couple of other pieces of business that I'd like to bring up after we get through identifying the list of candidates. But at this point, would ask if there are any questions that Members of the Commission have of me, regarding the candidates that I recommend for your consideration. I have copies with me of the resumes and applications for those eight candidates. And I think we shortly will have copies of all of the applications here, in the event you wanna learn more about some other candidates.

So, that's by way of presentation from me. And, certainly willing to entertain whatever questions you might have.

**Commissioner Perez:** If we have additional, when do we do it?

**Mr. D. Kleman:** At any time in the process. I think you're going to have to vote on any candidate that you say you want to interview. And while we've recommended five, and your time schedule on August 10 centers around having five interviews, if you wanna decide to have interviews with six candidates, and are willing to devote another hour during that day, we can certainly have six candidates instead of five.

So, I, I think I would suggest maybe to see if there is support for the recommendation that I bring forward. We could take those one at a time, or you could ask general questions about any of them. Whatever is your pleasure.

**Mayor Babb:** I have one question, prior to going into the five that you recommended. Did you take a look at local candidates as a preference guide to see if any of those met the qualifications...

**Mr. D. Kleman:** Yeah.

**Mayor Babb:** ...and would be under consideration?

**Mr. D. Kleman:** Yes, we did. And it's always our desire to find candidates who are as much local as possible. Unfortunately, because we also set in the recruitment profile, a fairly high standard for education and experience, as either a City Manager or an Assistant City Manager. While there were a number of local candidates, they really didn't meet that threshold of the kind of experience level that the recruitment profile calls for. But we're certainly sensitive to that issue.

**Mayor Babb:** City Commission, we could go over each individual candidate in the top five that was chosen, or if it's your pleasure, we could follow the recommendation of our advisor on this matter.

So, what will be your pleasure to..., go with individual or just decide whether or not we wanna go with his recommendations?

**Commissioner Perez:** I have three on, on his recommendation I want to add.

**Mayor Babb:** Okay.

**Commissioner Perez:** Out of the five.

**Mayor Babb:** So, are there any objections to the five? If we can just clear that part up and say if we wanna add some in addition to that. But, let's look at the five that he actually have recommended and see if we want to move forward with at least those five. And then, we will come back and have consideration for adding anyone else to that particular list.

**Mr. D. Kleman:** Perhaps, Mr. Mayor, mi'..., you might wanna do, is we could take the name of each one of those five one at a time.

**Mayor Babb:** Okay.

**Mr. D. Kleman:** And ask if there is a vote and if there's a motion to have that person be interviewed. And, as long as that name gets three votes, it would be put on the interview list. If somebody doesn't get three votes, then they're not on the interview list, but you can keep talking and maybe you decide to look at other names, maybe that name comes back to you as one that's acceptable. But I think that way, you can begin the process.

**Mayor Babb:** Okay.

**Mr. D. Kleman:** So, what you're looking for, obviously, are at least three votes to be cast for the name of each of the candidates that you put on the list. The first candidate that we recommended was Patrick Comiskey.

**Commissioner Perez:** We need a motion?

**Mr. D. Kleman:** Yes, ma'am.

**Commissioner Perez:** Okay. I make a motion that we add Patrick Comiskey to the list or approve it.

**Vice Mayor Bohlen:** Second.

**Mayor Babb:** It has been moved by Commissioner Perez and properly second by Vice Mayor...

**Commissioner Gonzalez:** Mayor?

**Mayor Babb:** ...Bohlen.

**Commissioner Gonzalez:** If I, if I may? I have a question.

**Mayor Babb:** Your question will be..., we'll call for questions once we get the second, which we're doing.

**Commissioner Gonzalez:** Right. 'Cause I can't vote at the moment...

**Mayor Babb:** Okay.

**Commissioner Gonzalez:** ...for this one.

**Mayor Babb:** You have a conflict of interest?

**Commissioner Gonzalez:** No, sir. It's that, from my understanding, you can correct me, some email, we had twenty-four candidates who applied. Only twelve were submitted. At 9:00 o'clock this morning, we got the other twelve..., eleven or twelve applicants to

[inaudible]. If we were to start the process of who we're picking, we're not being fair to the other four' .., to the other twelve that submitted their applications too.

**Mr. D. Kleman:** It wa' .., it was my understanding, because I got the same emails that Members of Council did, or Members of the Commission did, when an application was received by the Human Resources Director, it was sent to all Members of the City Commission, and to me. And I went through all of those that I had received, going back as far as the middle of May.

**Mayor Babb:** Mhmm.

**Mr. D. Kleman:** And I had all of those that I made reference to. I don't know...

**Commissioner Gonzalez:** Right. 'Cause the same ones that you sent, are the same ones that I picked up further back.

**Unk.:** We can't hear back here. I can't hear anything.

**Commissioner Gonzalez:** Oh, okay. The candidates that are, that are applying for the City Manager's position, I went back as far you said, and these are the same ones. And I seen some new ones come up. So, with the new applications that came in today at 9:00 o'clock, I mean, that's quite a.., that's a lotta people that should be given a fair chance. They could be from this area, or they could be from outside of this area. We just gotta be fair.

**Mayor Babb:** Ms., Ms. Ramsey has came in and she can probably answer that question.

Ms. Ramsey, there was several applications that we received this morning and Commissioner Gonzalez is just questioning whether or not they was available at the beginning, or are those new candidates that just recently you received. He wanna make sure that they was in the availability of being chosen, and not just at a late moment.

**Human Resources Director Ramsey:** Good afternoon. So, what had happened is that, I had a misunderstanding what I was doing for..., some were late. And, I was sending Mr. Kleman a few of them. And then he said to me that I should forward them to the Commissioners. So, that was a misunderstanding why some was received, and some were not received.

**Mayor Babb:** Okay.

**Human Resources Director Ramsey:** 'Cause I thought he will be the only person doing the shortlisting...

**Mayor Babb:** Right.

**Human Resources Director Ramsey:** ...of the applicants.

**Mayor Babb:** Okay.

**Mr. D. Kleman:** Did you send... Let me ask...

**Unk.:** I didn't hear what she said.

**Mr. D. Kleman:** Ms. Ramsey, did you send copies of each resume, as you received it, to all Members of Council?

**Human Resources Director Ramsey:** Yes.

**Mr. D. Kleman:** So that they should've received twenty-four or, some number like that?

**Human Resources Director Ramsey:** Well, in the beginning, I did. But, afterwards, I thought you were only..., gonna be the person shortlisting the candidates, and so I was just sending you, at one point. And then, it was last week, you had sent me an email to say make sure they are copied on those. So.



**Vice Mayor Bohlen:** So, I guess my question is, I., I'm with Commissioner Gonzalez. I was on my way to a meeting this morning and I stopped at a red light to read my emails and, and a whole bunch of, of resumes popped up, that I had never seen before.

**Human Resources Director Ramsey:** I was responding to his email.

**Vice Mayor Bohlen:** Okay. But I, I'm saying, I, I didn't know those resumes were there either.

**Human Resources Director Ramsey:** Right. Which is what I was saying. I thought that all the emails should've just forwarded to Mr. Kleman, and he would've done the shortlisting.

**Vice Mayor Bohlen:** But, I'm, sorry. I thought., you just said that you had sent all twenty'., what? What was...

**Commissioner Gonzalez:** Twenty-four.

**Vice Mayor Bohlen:** Twenty-four.

**Commissioner Gonzalez:** It totals up to twenty-seven.

**Vice Mayor Bohlen:** All twenty-four to us previous to today. Correct?

**Human Resources Director Ramsey:** No. Some were sent before to me. Right?

**Vice Mayor Bohlen:** Right. I got about...

**Human Resources Director Ramsey:** When you look at the list...

**Vice Mayor Bohlen:** ...twelve or...

**Human Resources Director Ramsey:**...[inaudible] Commissioner...

**Vice Mayor Bohlen:** ...thirteen of them.

**Human Resources Director Ramsey:** ...Gonzalez had, I realized that a few weren't sent.

And so I forwarded them.

**Commissioner Gonzalez:** Right. And the ones that were sent previously, [stammer] are the same., it's the same list that we have right here. I'm referring to the new ones. I haven't seen the new ones, 'cause I went out... I mean, my emails at 3:00 o'clock in the morning. I checked...

**Human Resources Director Ramsey:** There were...

**Commissioner Gonzalez:** ...everything. I was doing comparison. And these just popped up early in the morning, at 9:00 o'clock, twelve more.

**Human Resources Director Ramsey:** Yeah. But, but I just answered the question you were asking. I was saying that I was forwarding the new ones, which I received...

**Commissioner Gonzalez:** Right.

**Human Resources Director Ramsey:** Right? To Mr. Kleman, and.., because I thought he was the person who was gonna do the shortlisting of all the applicants.

**Commissioner Gonzalez:** Right.

**Human Resources Director Ramsey:** Right.

**Commissioner Gonzalez:** But I'm just saying, I just wanna be fair with everybody who's applying 'cause...

**Human Resources Director Ramsey:** And I do understand.

**Commissioner Gonzalez:** ...you know, we have, we have multiple people around the area that applied and I didn't see any of their names or.., things that are going on, so.

**Human Resources Director Ramsey:** I do understand.

**Vice Mayor Bohlen:** Do we, do we have copies of those emails? 'Cause I wasn't able to print them out. I was on the road.

**Commissioner Gonzalez:** They're not here.

**Human Resources Director Ramsey:** I have a few in here.

**Mayor Babb:** Okay. Just for additional clarification, the email that you sent out this morning, he has those names and he have had them for a while.

**Human Resources Director Ramsey:** No. Some..., closer to the time of the, the closing dates...

**Mayor Babb:** Uhuh.

**Human Resources Director Ramsey:** ...person sent an email after the closing date, they sent a resume. I was out of office last week. I was on vacation, so there were a few that came in last week. When I came in... There were two days while I was off, where I forwarded it. I checked my email and I forwarded a few last week. You may have got one or two, which I got. The rest I got when I came back to work last week.

**Mayor Babb:** So the question I'm asking...

**Unk.:** Right.

**Mayor Babb:** ...though, has he had an opportunity to see those? So, that's the real key, because he's actually...

**Human Resources Director Ramsey:** Today, he said he got it. Today.

**Commissioner Gonzalez:** Yeah. He said he just got them today.

**Commissioner Perez:** Cause she's explaining it...

**Commissioner Gonzalez:** Okay.

**Commissioner Perez:** ...three times already. We didn't get all of them.

**Unk.:** Uh-uh.

**Mayor Babb:** Okay. We'll just have to get a recommendation from him how we wanna...

**Mr. D. Kleman:** Yeah.

**Mayor Babb:** ...move forward on it.

**Mr. D. Kleman:** See if I can help.

**Commissioner Gonzalez:** Yeah. 'Cause I won't be able to vote on anybody or suggest anybody without doing research on everybody fully.

**Vice Mayor Bohlen:** And I thought it was just me.

**Mr. D. Kleman:** It was my understanding that the Human Resources Department was going to send every resume received to all five Members of the Commission when it was received by the City. And that process should've gone on from the day we began advertising...

**Vice Mayor Bohlen:** Mhmm.

**Mr. D. Kleman:** ...until this past weekend.

**Mayor Babb:** Mhmm.

**Mr. D. Kleman:** What I think I hear you saying is that the last dozen or so of those, you did not receive.

**Vice Mayor Bohlen:** Right.

**Commissioner Gonzalez:** Correct.

**Mr. D. Kleman:** I received, but you did not.

**Commissioner Gonzalez:** Correct.

**Mr. D. Kleman:** I don't think it would be fair to the process to proceed without you having adequate time...

**Vice Mayor Bohlen:** Right.

**Mr. D. Kleman:** ...to look at the resumes of all of the candidates who have applied. So, I would like to suggest that we continue this meeting to a later date, when you have had time to look at all twenty-four. You obviously have my recommendation. And you can weigh that against each candidate that you will have a resume for. But, I don't think it would be a good process to proceed today, without you having had time to look at that last twelve or so.

**Vice Mayor Bohlen:** I agree.

**Mayor Babb:** I'll entertain a motion to that process, that we will continue this at a later established date to further this process along.

**Commissioner Perez:** Are we gonna set it for an emergency meeting?

**Mayor Babb:** I wouldn't call it an emergency. We should have enough time to establish a appropriate meeting time. We can actually...

**Commissioner Perez:** Would it be for...

**Mayor Babb:** ...even...

**Vice Mayor Bohlen:** Probably his...

**Commissioner Perez:** ...a regular meeting or?

**Vice Mayor Bohlen:** ...his schedule I would think. If I...

**Mayor Babb:** No. It'll be a special meeting, just for this purpose.

**Commissioner Perez:** Oh okay.

**Mayor Babb:** So, it would be...

**Commissioner Perez:** That's what I meant.

**Mayor Babb:** ...in conjunction with the Regular...

**Commissioner Perez:** Yeah.

**Mayor Babb:** ...Commission meeting.

**Vice Mayor Bohlen:** Oh, we should probably work around his schedule...

**Mayor Babb:** Yes.

**Vice Mayor Bohlen:** ...'cause...

**Mayor Babb:** We can do that.

**Vice Mayor Bohlen:** We're all local here.

**Mayor Babb:** You can tell us your availability to return.

**Mr. D. Kleman:** Yeah. I am unfortunately...

**Mayor Babb:** We don't need that much time to really look at it, but it should be on your schedule.

**Mr. D. Kleman:** I am, unfortunately, leaving tomorrow to go out of state, and I will be gone two weeks. But...

**Mayor Babb:** Okay.

**Mr. D. Kleman:** ...if we could find a date, sometime shortly after I come back...

**Mayor Babby:** Okay.

**Mr. D. Kleman:** ...which would be [pause], sometime around August 31<sup>st</sup>. I mean, July 31<sup>st</sup>. On July 31<sup>st</sup>.

**Mayor Babb:** If you look at your schedule now...

**Mr. D. Kleman:** Let, let...

**Mayor Babb:** ...from your calendar...

**Mr. D. Kleman:** I have my, I have my calendar...

**Mayor Babb:** Yeah.

**Mr. D. Kleman:** ...in the, in the car.

**Mayor Babb:** Yeah.

**Mr. D. Kleman:** If you'll let me go check...

**Mayor Babb:** Absolutely.

**Vice Mayor Bohlen:** Yes.

**Mr. D. Kleman:** I'll come back and see if I can suggest a date that I will be able to be here.

It will be roughly two weeks, plus a couple of days, from where we are today. But that should give you adequate time to do your due diligence. Because, as I said before, it's not my list of candidates, it's yours. You have to own those candidates.

Let me check my schedule and I will be back.

**Unk.:** Does Ms. Ramsey have the print out of those?

**Mayor Babb:** Yeah. Ms., Ms. Ramsey, it would be a lot easier for us if we had printed out of all the applications. I know it's a little tedious...

**Human Resources Director Ramsey:** No. It's not tedious.

**Mayor Babb:** Okay.

**Human Resources Director Ramsey:** I'll have it in your mailbox.

**Mayor Babb:** Yeah.

**Human Resources Director Ramsey:** So, you can check your mailbox by...

**Interim City Manager Luca:** Mayor?

**Human Resources Director Ramsey:** ...the end of the day.

**Unk.:** Okay.

**Interim City Manager Lucas:** Ms. Ramsey, just go down here to Mike's office, they got a copy machine.

**Mayor Babb:** We, we, we don't need them right, immediately now. I mean, as long as they're in our box say, within twenty-four hours or so, that's fine. Give her more convenient time to...

**Interim City Manager Lucas:** Okay.

**Mayor Babb:** ...[inaudible].

**Vice Mayor Bohlen:** And, can we have a list of all the.., all...

**Human Resources Director Ramsey:** Yes. [Inaudible].

**Vice Mayor Bohlen:** ...twenty-four, so we can make sure...

**Human Resources Director Ramsey:** The list is ready.

**Vice Mayor Bohlen:** Yes.

**Human Resources Director Ramsey:** Okay.

**Mayor Babb:** Thank you.

**Human Resources Director Ramsey:** You're welcome.

[Pause]

**Mr. D. Kleman:** Mr. Mayor, Members of the Commission, I, unfortunately, will not return to Florida until August 7<sup>th</sup>.

**Mayor Babb:** Okay.

**Mr. D. Kleman:** We already have a time scheduled for August 10<sup>th</sup>, that you were going to interview candidates. I think I would suggest that you identify having a special meeting on August 10<sup>th</sup> to decide who to interview. And then, a couple weeks following that, we'll set the interview date for when the candidates would return for the actual interview.



So, if... If you'd be able to say we could meet at 2:00 o'clock on August 10<sup>th</sup>, that's a, unfortunately, about three weeks from where we are, but, you know. I could try to help you by phone, but I think it would be better if I...

**Mayor Babb:** Mhmm.

**Mr. D. Kleman:** ...were here in person.

**Mayor Babb:** Yes.

**City Clerk Warner:** Mayor Babb? August the 10<sup>th</sup> is our Regular Commission meeting, that same day. So.

**Mayor Babb:** Okay.

**Commissioner Perez:** Yeah.

**Mayor Babb:** That's, that's fine. We'll do a special meeting at 2:00.

**Vice Mayor Bohlen:** 2:00? Is...

**Mayor Babb:** We'll, we'll...

**Vice Mayor Bohlen:** ...that what he said?

**Mayor Babb:** ...have enough time to...

**Mr. D. Kleman:** 2:00 o'clock?

**Vice Mayor Bohlen:** 2:00 o'clock.

**Mayor Babb:** Yes. Okay. I'll entertain a motion to that effect. To have a special called meeting on August the 10<sup>th</sup> at 2:00 p.m. to continue this process, of selecting our candidates for interview.

**Vice Mayor Bohlen:** Mr. Mayor, I make a motion that we postpone this meeting until August 10<sup>th</sup> at 2:00 p.m.

**Commissioner Gonzalez:** I second it. Seconded

**Mayor Babb:** It has been moved by Vice Mayor Bohlen, and property second by Commission Gonzalez that we postpone our meeting today to reconvene and continue on August 10<sup>th</sup> at 2:00 p.m. Call for questions. Hearing none, are you ready for a vote?  
Roll call, Madam Clerk.

**City Clerk Warner:** Vice Mayor Bohlen?

**Vice Mayor Bohlen:** Yes.

**City Clerk Warner:** Commissioner Gonzalez?

**Commissioner Gonzalez:** Yes.

**City Clerk Warner:** Commissioner Murvin?

**Commissioner Murvin:** Yes.

**City Clerk Warner:** Commissioner Perez?

**Commissioner Perez:** Yes.

**City Clerk Warner:** Mayor Babb?

**Mayor Babb:** Yes. Thank you, Madam Clerk. Thank you, Commissioners. That motion passed by unanimous vote.

Thank you.

**Mr. D. Kleman:** So I might add, on other thing, I will try to identify some dates that we could use as the replacement date then, for the interviews. I'll email that to the Interim City Manager. He can check all of your schedules and see when we could have an appropriate time for the actual interviews to take place.

Will that be acceptable?

**Mayor Babb:** Yes.

**Commissioner Perez:** It will be in the same manner as we did last time? We interview everybody the same day?

**Mr. D. Kleman:** Yeah. The, the plan, just to refresh your memory about what we had talked about. If you select five candidates, on August 10<sup>th</sup>, sometime a couple of weeks later, we will try to schedule, all on the same day, an interview with each one of the candidates. Scheduling them, essentially one hour apart, an interview of about fifty minutes long. One at 9:00 o'clock, 10:00 o'clock, 11:00 o'clock, a fourth at 1:30, and the last at 2:30.

And then we talked about having from 4:00 to 5:00 p.m. a reception when members of the general public could meet each of the five candidates. You could either do that in this room, or some other location of your choice. Perhaps cookies and punch kind of reception. But, an opportunity for citizens to speak with the candidates before you actually cast your vote. Then, that evening, at 6:30, you would reconvene and you would begin the deliberation to identify which candidate, that you have interviewed, that you would like to offer the job to.

So, that's the process.

**Vice Mayor Bohlen:** Okay.

**Mayor Babb:** One, one item I would like, I would like to briefly discuss is, your recommendation, or encouragement, whatever the correct wording should be, is for the City to pay the travel expense...

**Mr. D. Kleman:** Yeah.

**Mayor Babb:** ...for the candidates that are being interviewed. I know this will be a majority decision, but I don't think being a small City that we really can afford to do that

because, if we decide to interview five and up, we're talking approximately \$10,000 just in travel related expenses that we hadn't budgeted for, or foreseen that we will be doing. I know it's our decision.

It's your recommendation. But, to be honest, I wouldn't be in favor of that. I think...

**Mr. D. Kleman:** We, we...

**Mayor Babb:** ...if the county...

**Mr. D. Kleman:** We can obviously do whichever you prefer. If I may? Allow me at least a moment to explain why we would recommend paying travel expenses. When we established the recruit', recruitment profile, we said we would recruit on a statewide basis, and we would recruit on a national basis because a high priority was placed on finding someone who had experience as a City Manager, or experience as an Assistant City Manager.

Most of the candidates who have applied, are from out of town. Some of them from some distance out of town. My experience would suggest to me that, if you pick five candidates, and you're not going to pay travel expenses, some of those candidates will decline to come for the interview. And that's not because they don't wanna be here, but for them, it's an expense. They might be looking at three or four different jobs, as the next step in their career. And, if you expect someone to come five hundred miles, it's not unreasonable to cover their expense.

I do understand Pahokee's limited resources in dealing with that. I understand that is not something that was agreed to do when we started the process. But I know I will get asked that question by candidates. And so, it's important to know the answer.

**Mayor Babb:** Yeah.

**Mr. D. Kleman:** And if the answer is we simply can't, we're sorry, I'll do my very best to still try to convince people to come here to be part of a great City.

**Mayor Babb:** Mhmm. I don't, I don't know if the other Commission even thought of it, but it's just my preference that we would not do that. But, I'm only one vote in the process. And I'm not trying to influence any other Commission how they should consider this. But, my consideration would be not to.

And the reason I'm bringing it out early, if that's the conclusion of the majority, we do need to...

**Mr. D. Kleman:** Yeah. I think it's helpful...

**Mayor Babb:** ...notice them.

**Mr. D. Kleman:** ...to discuss it today.

**Mayor Babb:** Right. Correct. So, I don't know, Commissioners, do you have any thoughts on, on that? One of the things we need to look at is the cost too. I'm just...

**Unk.:** Mhmm.

**Mayor Babb:** ...projecting it may be \$10,000 but depending on the area which they live, it could even be a little higher or a little lower. So, that's a consideration we definitely need to...

**Mr. D. Kleman:** My, my guess is that number's a little high. But again, depending upon who you select...

**Mayor Babb:** Right.

**Mr. D. Kleman:** ...if, if you're interviewing someone from Florida who could drive here in a day and drive home...

**Mayor Babb:** Yeah.

**Mr. D. Kleman:** ...the expense is not very great.

**Mayor Babb:** Yeah.

**Mr. D. Kleman:** Some will have to stay overnight somewhere, in order to, to accommodate the schedules, some may have to fly to get here.

**Vice Mayor Bohlen:** And, is it customary for the City to pick air only, or gas only, or...

**Mr. D. Kleman:** You could...

**Vice Mayor Bohlen:** ...gas and...

**Mr. D. Kleman:** You could do whatever you want. I've, I've work...

**Vice Mayor Bohlen:** A combination?

**Mr. D. Kleman:** ...with some small cities where the city agreed to pay only travel expenses, only mileage or an airplane ticket, or.., and a hotel, if you had to have a hotel.

**Vice Mayor Bohlen:** Mhmm.

**Mr. D. Kleman:** No payment for meals, no payment for any other incidental expenses. So that'd be a way to limit it if you...

**Vice Mayor Bohlen:** Mhmm.

**Mr. D. Kleman:** ...wanted to do that. But again, whatever you are comfortable with doing.

**Commissioner Perez:** Let me ask you something. In the application process, does it say.., does it state anywhere that, you know, we will be covering if you're, if you're from out of state or out of town, that we will cover it?

**Mr. D. Kleman:** No. There was, there was no statement about the payment of interview expenses.

**Commissioner Perez:** So, whenever...

**Mr. D. Kleman:** Either...

**Commissioner Perez:** ...they apply

**Mr. D. Kleman:** Either yes or no.

**Commissioner Perez:** So whenever they apply, they knew that we were...

**Mr. D. Kleman:** That is correct.

**Commissioner Perez:** ...Pahokee in Florida.

**Mr. D. Kleman:** You, you can certainly say, to any candidate, you knew when you applied... There was no statement that we were definitely going to reimburse you for anything. So, because it was not, it was not stated in the recruitment profile.

**Commissioner Perez:** I mean, we'd love to have as, as many applicants, and highly qualified, and we welcome everybody. I just, you know, if we didn't advertise it... I mean, when, when I look for a job, I don't think there's too many jobs that you apply that they'll pay you to come over and, and get interview.

**Mr. D. Kleman:** Mhmm.

**Commissioner Perez:** I'm, I'm, you know. I don't how the rest feel but...

**Mayor Babb:** Okay. To make this easier, are there any Commissioners who are fa'..., in favor of paying the travel related expense? [Pause]. So, it appears like the consensus would be, we won't...

**Mr. D. Kleman:** I, I've spent a lifetime working for City Councils, I can read the will of the Council.

[Chuckles]

**Commissioner Perez:** I mean, if we had the, the, the finances, it wouldn't be no problem. You know, but.

**Mr. D. Kleman:** We will advise any candidate that is selected, that interview travel expenses are., they are on their own, so that is clear to anyone before they decide to come.

**Vice Mayor Bohlen:** Is it., I guess, just a question in my head would be, is it possible if we hire one of them, and they have spent money to come... I think when Mr. Williamson moved down from Atlanta, didn't...

**Commissioner Gonzalez:** Yeah, like a relocation fee?

**Vice Mayor Bohlen:** Yeah. Like a relocation fee. Maybe we could reimburse...

**Commissioner Gonzalez:** Oh yeah.

**Vice Mayor Bohlen:** ...them for that...

**Commissioner Gonzalez:** That sounds [inaudible], yeah.

**Mr. D. Kleman:** Yeah.

**Vice Mayor Bohlen:** ...so that kind of gives...

**Mr. D. Kleman:** What, what you would typically do, if you wind up hiring a candidate from...

**Vice Mayor Bohlen:** Mhmm.

**Mr. D. Kleman:** ...out of town, one of the expectations of the candidate is that the City would help with moving expenses, in some amount.

**Vice Mayor Bohlen:** Okay. So that's when that would come up.

**Mr. D. Kleman:** And that's really part of the negotiations for what it would take to convince someone to be here.

**Vice Mayor Bohlen:** Right.



**Mr. D. Kleman:** Salary, benefits, relocation expenses, and so on. So, for the candidate you select, I think you clearly can cover that.

**Vice Mayor Bohlen:** Okay.

**Commissioner Perez:** Are you talking about moving, or are you talking about if they came to, to.., to, to the interview?

**Vice Mayor Bohlen:** Well, I guess I was....

**Commissioner Perez:** Reimbursed for...

**Vice Mayor Bohlen:** I was...

**Commissioner Perez:** ...the interview?

**Vice Mayor Bohlen:** I was basically asking if we could reimburse them for what they came for the interview. But, from what he's saying, that's...

**Mr. D. Kleman:** Yeah. The simple way to do that, is just make it part of...

**Vice Mayor Bohlen:** Is just make it...

**Mr. D. Kleman:** ...the relocation...

**Vice Mayor Bohlen:** ...a part of the relocation...

**Mr. D. Kleman:** ...expenses.

**Vice Mayor Bohlen:** ...package.

**Commissioner Gonzalez:** Wait a minute.

**Vice Mayor Bohlen:** Okay.

**Commissioner Gonzalez:** You mean, the interview?

**Mr. D. Kleman:** If they spend...

**Commissioner Gonzalez:** Or when.., if they been hired?

**Mr. D. Kleman:** If they spend \$408, make sure there's at least \$408 in their relocation...

**Vice Mayor Bohlen:** Yeah.

**Mr. D. Kleman:** ...expense.

**Vice Mayor Bohlen:** Yeah.

**Mr. D. Kleman:** Okay.

**Vice Mayor Bohlen:** That seems fair.

**Mr. D. Kleman:** Okay? I believe that's all for me.

**Mayor Babb:** Okay.

**Mr. D. Kleman:** Anything else from Members of the Commission?

**Mayor Babb:** No. What we're gonna be doing at this time, is allowing comments from our citizens, if they have any input. I don't know, they may have a question of you, of the process. So, we just want them to be as much involved as possible, that we can allow that.

**Mr. D. Kleman:** I'd be happy to be available...

**Mayor Babb:** Thank you.

**Mr. D. Kleman:** ...if you desire.

**Mayor Babb:** So Clerk, at this time, do we have any comment cards? In addition to that, if anyone wanted to ask any question, it would fine. We only have about [pause]... Bishop Babb, what, what you say?

**Bishop E. Babb:** A few questions for the Commissioners. In regards to... Oh, I'm sorry.

My impromptu. Eugene Babb, 263 Bagonia Drive, Pahokee, Florida.

In regards to the additional applications that were received, in this process, did we have a actual cutoff date?

**Commissioner Gonzalez:** No. These were...

**Mayor Babb:** Yes. We had a cutoff date.

**Bishop E. Babb:** So those additional applications were received prior to the cutoff date?

**Mayor Babb:** If, if not, they won't be included...

**Bishop E. Babb:** Okay. Okay.

**Mayor Babb:** ...in the process.

**Bishop E. Babb:** Okay.

**Mayor Babb:** Yes.

**Bishop E. Babb:** That, that was my concern because...

**Mayor Babb:** Yeah.

**Bishop E. Babb:** ...it was never stated as regards to whether or not the applications...

**Mayor Babb:** Yeah.

**Bishop E. Babb:** ...were received today.

**Commissioner Gonzalez:** No. These were turned in...

**Bishop E. Babb:** Okay.

**Commissioner Gonzalez:** ...prior. And this., all of a sudden, they just popped up like the  
wind just blew them in.

**Bishop E. Babb:** [Chuckle]. Well, we know the wind didn't just blow them in. Yeah.  
Okay.

Thank you, Mayor Babb.

**Mayor Babb:** Thank you.

**Bishop E. Babb:** Check your emails. Mom was trying to call for some reason.

**Mayor Babb:** Okay.

[Chuckles]

**Mayor Babb:** Okay. Before I get into any additional questions, I'm gonna have the comments read, especially if they are pertaining to this meeting, would be nice. Do we have any comments, City Clerk?

**City Clerk Warner:** No, sir.

**Mayor Babb:** Thank you. And I'll still open the floor for any other question that may want to be asked.

**Ms. S. Cowan:** Good afternoon. I just have one question.

**Mayor Babb:** State your name and [inaudible].

**Ms. S. Cowan:** Sanquetta Cowan, 1548 Singletary Avenue.

I just have one question. With the additional applicants that's going to be added, the five additional applicants, will the Commission be giving a reason for adding those applicants, since this is a big job that's being taken on? We know that we hired the company, you know, to do the search. So..., or, will you guys speak with them to see, you know, once the applicants that you choose, what they think about those applicants?

**Mayor Babb:** Yeah. I was... Yeah. We would strongly suggest that when a Commissioner want' to add an addition to..., additional applicant to the interview process, that they would state the reason. Because they're gonna need a majority vote to move it forward anyway. So, it would be a good recommendation.

**Ms. S. Cowan:** I'm just saying, that's a courtesy to the public at least...

**Mayor Babb:** Right.

**Ms. S. Cowan:** ...so we can know, since they are going to be the Ci'..., you know, considered a choice for the City Manager, and not say, 'Oh, just because I want to.'

**Mayor Babb:** Mhmm.

**Ms. S. Cowan:** Like, at least give us the courtesy, what do they bring, you know, that you think that, you know, they should be considered...

**Mayor Babb:** Right.

**Ms. S. Cowan:** ...to be interviewed.

**Commissioner Gonzalez:** Ms. Cowan, are you referring to the City Attorney applications?

There's.., it wasn't five, there's twelve.

**Ms. S. Cowan:** City Manager applications.

**Commissioner Gonzalez:** I mean, City Managers. Yeah.

**Ms. S. Cowan:** What was your...

**Commissioner Gonzalez:** There's twelve applicants.

**Ms. S. Cowan:** No, but they have to...

**Mayor Babb:** No.

**Ms. S. Cowan:** ...add an additional ...

**Mayor Babb:** What, what she's saying...

**Commissioner Gonzalez:** What five is she talking about?

**Ms. S. Cowan:** ...five, Commissioner Gonzalez.

**Mayor Babb:** He would be recommending five.

**Commissioner Gonzalez:** Oh, you mean the one's that...

**Mayor Babb:** Even if we select those five, the Commission has an opportunity to recommend adding some additional...

**Commissioner Gonzalez:** Oh okay.

**Mayor Babb:** ...candidates for interview.

**Commissioner Gonzalez:** Yes.

**Mayor Babb:** So, she was inferring that, if that's the case, please have your Commission at least state their reason why they feel this is a worthy candidate to be added, so the public will know your reasoning for wanting that candidate to be included.

**Commissioner Gonzalez:** Okay. Fair enough.

**Ms. S. Cowan:** Thank you.

**Mayor Babb:** Any additional comments? [Pause]. Okay. Hearing none, at this time, we will adjourn our... No. I'm sorry. I'm, I'm moving a little too fast. I will allow the City Commission to make comments or concerns at this time. And I'll start with Commissioner Gonzalez.

**Commissioner Gonzalez:** Nothing.

**Mayor Babb:** Thank you. Vice Mayor Bohlen.

**Vice Mayor Bohlen:** I just wanna say thank you for coming out, sir. And, we really appreciate it and we apologize for not having it together today. But thank you.

**Mayor Babb:** Commissioner Perez.

**Commissioner Perez:** Same here. Thank you. We appreciate you coming out here and, you know, running us through this process. It's never been done before and I think it's very beneficial for the community.

So, thank you.

**Mayor Babb:** Commissioner Murvin.

**Commissioner Murvin:** No, sir.

**Mayor Babb:** I will just ditto the two comments. We really appreciate your assistance in this process. We have twenty-four applicant'. To be honest, the last time we did this process, we had twenty-four, and that was driven by our citizen' who are doing what he's

doing. And it worked out very well. I think we have some qualified candidates, and I think when this conclusion is ended, we would have a great candidate for our City Manager.

So, thank you.

**Mr. D. Kleman:** [Inaudible].

**ADJOURNMENT**

**Mayor Babb:** At this time, I'm adjourning this...

[Gavel]

**Mayor Babb:** ...work'.., meeting. I will just like to announce, we are having another special called meeting at 3:00 p.m., within five minutes. We will reconvene for another meeting, dealing with the City Attorney contract termination, and hiring of another City Attorney, Interim.

So, in five minutes we would start that meeting.

Thank you, again.

[End Of video]

**City Employees, Public Comment Speakers and Others**

Bishop Eugene Babb.....Bishop E. Babb  
FCCMA Daniel Kleman .....Mr. D. Kleman  
Homan Resources Director Jacqueline Ramsey .....Human Resources Director Ramsey  
Sanquetta Cowan .....Ms. S. Cowan

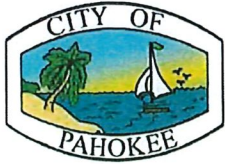
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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk





**CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL MEETING MINUTES  
Wednesday, July 23, 2021**

Pursuant to due notice, the Special Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on July 23, 2021.

The meeting was called to order by Vice Mayor Bohlen at 2:00 p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Absent
	Vice Mayor Regina Bohlen	Present
	Commissioner Juan Gonzalez	Present
	Commissioner Sara Perez	Present
	Vice Mayor Clara M. Murvin	Absent
	Rodney D. Lucas, Interim City Manager	Absent
	Burnadette Norris-Weeks, City Attorney	Absent
	Tijauna Warner, City Clerk	Absent

**Topic:**

1. Termination of the City Attorney Immediately

**Approval of Termination of the City Attorney Immediately**  
**Moved by Commissioner Perez. Seconded by Commissioner Gonzalez.**  
**Motion carried unanimously. (Passed)**

2. Hiring Gary Brandenburg as the City Attorney

**Approval of Hiring Gary Brandenburg as the City Attorney**  
**Moved by Commissioner Perez. Seconded by Commissioner Gonzalez.**  
**Motion carried unanimously. (Passed)**

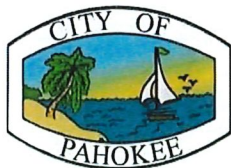
Vice Mayor Bohlen adjourned the meeting at 2:03 p.m.

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Regina Bohlen, Vice Mayor

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ATTEST: Tijauna Warner, City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR MEETING MINUTES  
Tuesday, July 27, 2021**

Pursuant to due notice, the Special Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on July 27, 2021.

The meeting was called to order by Vice Mayor Bohlen at 6:33 p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Regina Bohlen	Present
	Commissioner Juan Gonzalez	Present
	Commissioner Sara Perez	Present
	Vice Mayor Clara M. Murvin	Present
	Rodney D. Lucas, Interim City Manager	Present
	Gary Brandenburg, City Attorney	Present
	Tijauna Warner, City Clerk	Absent

Mayor Babb asked Mr. Brandenburg to remove himself from the table advising that the meeting the appointed him as the City Attorney was illegal. Mr. Brandenburg explained the process which made the meeting legal and a discussion ensued.

**Additions, Deletions, and Approval of Agenda Items:**

**Approval of adding the Immediate Termination of Burnadette Norris-Weeks.**

**Moved by Commissioner Perez. Seconded by Vice Mayor Bohlen.**

**Motion carried (3) ayes.**

**Approval of Immediate Termination of Burnadette Norris-Weeks.**

**Moved by Commissioner Perez. Seconded by Vice Mayor Bohlen.**

**Motion carried (3) ayes.**

- 1. RESOLUTION 2021 – 16 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2021-2022 PURSUANT TO SECTION 200.065, FLORIDA STATUTES, TOGETHER WITH A ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME, AND PLACE OF PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR AN EFFECTIVE DATE.**

**Approval of Resolution 2021 – 16.**

**Moved by Commissioner Perez. Seconded by Vice Mayor Bohlen.**

**Motion carried (3) ayes.**

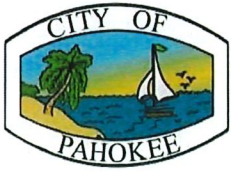
Mayor Babb adjourned the meeting at 7:06 p.m.

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Keith W. Babb, Jr, Mayor

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ATTEST: Tijauna Warner, City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL MEETING MINUTES  
Wednesday, July 28, 2021**

Pursuant to due notice, the Special Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on July 28, 2021.

The meeting was called to order by Mayor Babb at 3:07 p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Regina Bohlen	Absent
	Commissioner Juan Gonzalez	Absent
	Commissioner Sara Perez	Absent
	Vice Mayor Clara M. Murvin	Present ( <i>via phone</i> )
	Rodney D. Lucas, Interim City Manager	Present
	Burnadette Norris-Weeks, City Attorney	Present ( <i>via phone</i> )
	Tijauna Warner, City Clerk	Present

**Topic:**

1. **Resolution 2021 – 16**

Mayor Babb informed citizen that in order for the City Commission to discuss or vote on any matter there has to be a quorum. He advised there was no quorum.

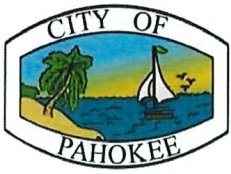
Mayor Babb adjourned the meeting at 3:10 p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL MEETING MINUTES  
Thursday, July 29, 2021**

Pursuant to due notice, the Special Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on July 29, 2021.

The meeting was called to order by Mayor Babb at 1:02 p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Regina Bohlen	Absent
	Commissioner Juan Gonzalez	Absent
	Commissioner Sara Perez	Absent
	Vice Mayor Clara M. Murvin	Present
	Rodney D. Lucas, Interim City Manager	Present
	Burnadette Norris-Weeks, City Attorney	Present ( <i>via phone</i> )
	Tijauna warner, City Clerk	Present

**Topic:**

**1. Resolution 2021 – 16**

Mayor Babb informed citizen that in order for the City Commission to discuss or vote on any matter there has to be a quorum. He advised there was no quorum.

Mayor Babb adjourned the meeting at 1:06 p.m.

---

Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk

# The Palm Beach Post

Palm Beach Daily News | LOCALIQ

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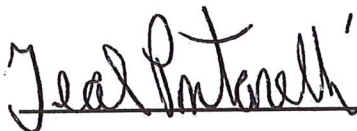
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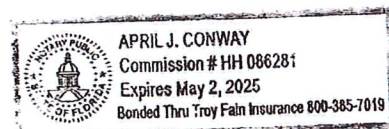
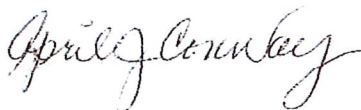
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**NOTICE OF  
CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL COMMISSION MEETING AGENDA**

**Wednesday, August 11, 2021 10:30 a.m.  
Pahokee City Commission Chambers  
360 E. Main Street, Pahokee, FL  
Meeting Streamed by YouTube - LIMITED CAPACITY**

**Pursuant to Section 2.08 of the City of Pahokee Charter and the Advisory Opinion of the Attorney General of the State of Florida to Fort Walton Beach, Florida, dated April 23, 2003, the following duly-elected Commissioners of the City of Pahokee Regina Bohlen, Juan Gonzalez, Sara Perez hereby call a Special Meeting to consider only those items listed in the following meeting agenda:**

**The City Clerk and City Manager shall post notice of this meeting on-line, at the City Hall on the door of the meeting room, and on the City website, immediately.**

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. TOPIC
  1. Ratification of Prior Action terminating Burnadette Norris-Weeks as City Attorney
  2. Ratification of Prior Action of the Employment of Brandenburg & Associates, PA, Gary M. Brandenburg, as City Attorney, commencing July 23, 2021.
  3. Resolution approving a contract with Brandenburg & Associates, P.A., for City Attorney services.
  4. Resolution instructing the City Manager and staff to withhold payment of any sums representing the three (3) months' notice payment in the contract between Burnadette Norris-Weeks and the City of Pahokee unless ordered by a Court of Competent Jurisdiction.
  5. Resolution instructing the Interim City Manager and all staff to immediately discontinue payment of any City funds to anyone without the prior written approval of the City Attorney, Mr. Gary Brandenburg.
  6. Resolution authorizing the City Attorney Gary Brandenburg to direct the City's insurance / defense counsel (provided by the City's insurance company) with respect to all ongoing litigation matters.
  7. Resolution removing Rodney D. Lucas as Interim City Manager immediately.
  8. Resolution appointing an Interim City Manager, effective immediately, with discussion of terms and compensation to be added to the next Regular or Special Meeting of the City Commission.
- D. ADJOURN (By Motion and Majority Vote of Commissioners Present)

The City of Pahokee is an equal opportunity provider and employer.

City Hall is wheelchair-accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 6 hours prior to the meeting. Please contact the City Clerk's office at 561-924-5534, or by fax at 561-924-8140, for information or assistance.

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, the person will need a record of the proceedings, and that, for such purpose, the person may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**IF ANYONE DISRUPTS THIS MEETING OR OTHERWISE INHIBITS THE CITY COMMISSION FROM CONDUCTING THE MEETING, THE MEETING WILL BE MOMENTARILY RECESSED, THE SHERIFF SHALL BE REQUESTED TO REMOVE THE OFFENDING PERSON(S), THEN THE MEETING WILL BE RECONVENED.**

WE-0000654103-01

CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL COMMISSION MEETING

Wednesday, August 11, 2021

10:30 A.M.

Reported by Ashleigh Simmons, C.E.R.T.



APPEARANCES

Vice Mayor Regina Bohlen

Commissioner Sara Perez

Commissioner Juan Gonzalez

Gary Brandenburg, Esquire  
City Attorney

PROCEEDINGS

\*\*\*\*\*

**MR. BRANDENBURG:** Vice Mayor, would you call the meeting to order, please?

**VICE MAYOR BOHLEN:** I call the meeting, a Special Commission Meeting on Wednesday, August 11th, 2021 at 10:30 a.m. to order.

**MR. BRANDENBURG:** Vice Chairman, I'd just like to point out that the notice of today's meeting was published in the Palm Beach Post. We have the affidavit of publication for the record. And now we can proceed with the agenda.

**VICE MAYOR BOHLEN:** Okay. We will have the invocation. Mr. Colvin, would you give us the invocation, please?

**MR. COLVIN:** Father, today as we come forward to do the business of the City, Lord, we just pray that your will will be done. God give our leaders wisdom. And we ask you to do this and bless our city in Jesus' name. Amen.

**VICE MAYOR BOHLEN:** Pledge of Allegiance (inaudible) a flag on?

**MALE VOICE:** The flag is that way.

**VICE MAYOR BOHLEN:** The flag's that way.  
Okay.

1           **MULTIPLE SPEAKERS:** I pledge allegiance to the  
2 flag of the United States of America. And to the  
3 Republic for which it stands, one nation, under  
4 God, indivisible, and liberty and justice for all.

5           **VICE MAYOR BOHLEN:** Roll call. Mayor Babb?

6           **MR. BRANDENBURG:** Mayor Babb, Mayor Murvin --

7           **VICE MAYOR BOHLEN:** Commissioner Murvin,  
8 excuse me. Commissioner Perez?

9           **COMMISONER PEREZ:** Here.

10          **MR. BRANDENBURG:** Commissioner Bohlen?

11          **COMMISONER PEREZ:** Vice Mayor --

12          **VICE MAYOR BOHLEN:** Vice Mayor Bohlen.

13          **MR. BRANDENBURG:** Yes. Commissioner Gonzalez?

14          **COMMISIONER GONZALEZ:** Present.

15          **MR. BRANDENBURG:** Okay. Vice Mayor, I would  
16 suggest that you allow anyone from the public that  
17 would like to comment on today's agenda to have a  
18 few minutes to do so.

19          **VICE MAYOR BOHLEN:** Yes, sir. Is there anyone  
20 in the public that would like to speak?

21          **MS. WALLACE:** I would like to ask some  
22 questions on behalf of the public.

23          **MR. BRANDENBURG:** Okay. This is an  
24 opportunity for you to speak. It's not an  
25 opportunity for you to ask questions. If you would

1 like to speak, go ahead.

2 **MS. WALLACE:** I speak on the legality of this  
3 meeting being called. I never saw it posted on the  
4 City page. I about hear Mr. Brandenburg say that  
5 he posted in the Times or the Palm Beach Post. I  
6 don't know whether the citizens know that because  
7 they're used to all of this being posted on the  
8 city web page.

9 I want to understand totally why this  
10 would have a meeting at 10:30 in the morning when  
11 the citizens have been deprived of an opportunity  
12 to speak against or for whatever you are about to  
13 do.

14 **MR. BRANDENBURG:** Thank you.

15 **MS. WALLACE:** And I just think that -- I hope  
16 that you would reconsider what you're doing because  
17 I feel as a citizen who lived here for sixty-seven  
18 years, that the action you take today is illegal  
19 and should not do -- be happening. It's not in the  
20 best interest of all of the citizens of Pahokee.  
21 And we do not endorse the actions of this supposed  
22 to be counsel.

23 You are the members elected by the City.  
24 You are not elected by Brandenburg. You are hired  
25 by the City to uphold the ordinance of the City of

1 Pahokee. And today, I feel that what you're doing  
2 is a violation of the city ordinance. I feel you  
3 are violating my rights. And I term this as a  
4 silent insurrection against the citizens of  
5 Pahokee, Florida. Thank you.

6 My name is Patricia S. Wallace. And I'm  
7 a lifetime resident of Pahokee. I know some of you  
8 just moved here, but I know the whole story. Thank  
9 you.

10 **MR. BRANDENBURG:** Thank you.

11 **FEMALE VOICE:** Yes, I would like to comment on  
12 this. As far as the hosting of this, I believe  
13 that Mayor Babb actually posted the agenda on his  
14 website. And I understand that a lot of people who  
15 are concerned of him not getting notice are  
16 watching it on his website.

17 Secondly of all, I appreciate that there  
18 is an interpretation of the law. And on my side of  
19 this interpretation, I feel that this is perfectly  
20 legal. That from what I've seen here in the five  
21 short years that I have been, have been nothing but  
22 red flags.

23 If the citizens' vote did not count to  
24 show how the citizens of Pahokee want to see this  
25 change, then nothing ever will. We're talking

1 about IG reports, we're talking about  
2 investigations, we're talking about hundreds of  
3 thousands of dollars that have suspiciously gone  
4 missing. We're talking about the continuation of a  
5 budget for this city that has line items of  
6 miscellaneous with no accountability in every  
7 department for upwards, if I'm not mistaken, of  
8 \$4,000.00 or more.

9 This city is not being accountable to its  
10 citizens, nor has it been for some great time.  
11 Regardless of whether you have lived here all of  
12 your life or not, it is plain to see (inaudible).  
13 So continue what you're doing, continue operating  
14 within the law as interpreted. Thank  
15 you - - - - -

16 **VICE MAYOR BOHLEN:** Is there anyone else?  
17 Yes, sir.

18 **MR. COLVIN:** My name is Bobby Colvin, 3096  
19 Bacom Point Road. I wasn't going to say anything  
20 this morning, but for several months since the  
21 election we have Commissioners that have tried to  
22 get motions to the floor. And the Mayor would say,  
23 you cannot make that motion, or that is an illegal  
24 motion, or some other reason. And there would be a  
25 motion, there would be a second -- someone else on

1 the commission would say I agree with that. You  
2 can clearly see that three people wanted it. The  
3 Mayor would not allow anyone to speak. This is  
4 going on. One meeting about five minutes till 9:00  
5 he closed down the meeting so Commissioners  
6 couldn't put something on the agenda for the next  
7 meeting. They have tried to call Special Meetings,  
8 but something would happen. This meeting was  
9 posted something like a week ago.

10 The Mayor was afraid. I believe it's  
11 because that attorney, Brandenburg, knows where the  
12 bodies are buried, figuratively speaking. He knows  
13 of crimes that have taken place in this city. And  
14 the Mayor does not want these crimes revealed.  
15 Therefore he is fearful. Even in the last meeting,  
16 it was obvious that three Commissioners wanted  
17 something done and the Mayor did not want it done.  
18 And therefore the meeting turned to chaos.

19 It's time for the people to be heard, all  
20 of the people. And the Mayor does not want that to  
21 happen. That's why he came -- you see all of the  
22 violence going on today.

23 What a sham, what a sham. He's fearful  
24 that his criminal neglect will be brought to the  
25 light. And I believe that that's going to happen

1 whether it's at this meeting or another one. It  
2 may take another week, I don't know. But it's time  
3 for people to see that Pahokee is a great place to  
4 live, but we have corruption at the head.

5 For about two years the Mayor has  
6 absolutely refused to allow the IG reports to be  
7 brought to light that showed crime in our city. He  
8 absolutely refused. And now that it's about to  
9 come to light, what do we have? Declaration of an  
10 emergency. It's not an emergency. The only  
11 emergency is the Mayor's darkness is about to be  
12 brought to light. And I'm thankful for this  
13 meeting.

14 **FEMALE VOICE:** Hallelujah.

15 **MR. BRANDENBURG:** -- Okay. Topic C, first  
16 item on the agenda.

17 **MR. JOSEPH:** Hold on --

18 **VICE MAYOR BOHLEN:** There's someone -- yes,  
19 sir?

20 **MR. JOSEPH:** You know, my name is Michael  
21 Jones. I was born and raised here in Pahokee.  
22 Sixty-five years, November 21st will be sixty-five  
23 years.

24 I mean, all of this that is going on --  
25 Mr. Brandenburg, you've been a part of this



1 community with the -- as being the attorney for at  
2 least ten, twelve, fifteen years. So if any  
3 corruption and all of that stuff was going on, you  
4 should -- you say he's at the head, or the  
5 whatever, or he knew it. So if it's been going on,  
6 why wasn't it brought up? Why -- I mean, and it's  
7 sad that he didn't bring it out. But then you got  
8 a -- he was fired. Yeah, he had just got fired a  
9 couple of months ago.

10 **MALE VOICE:** Because he tried to bring it out.

11 **MALE VOICE:** Because he tried to bring it out.

12 **MALE VOICE:** That's exactly why.

13 **MS. JOSEPH:** No, okay. But all of this here  
14 is going on because of the marina up there. All of  
15 this going on about the marina and Robert Lambert.

16 Okay. Robert Lambert, have anybody seen  
17 a financial statement on Robert Lambert for him  
18 taking over the marina? Because that's just --  
19 that's what all of this foolishness is about.

20 **COMMISONER PEREZ:** I have.

21 **MR. JOSEPH:** Robert Lambert, have you seen a  
22 financial statement? You get people to go up there  
23 for two years. After two years, they don't have  
24 any money. They owe people. They have to shut it  
25 down. Who's seen the financial statement? You

1 seen the financial statement, Gonzalez? You --  
2 Bohlen, Vice Mayor Bohlen, no. Perez, have you  
3 seen a financial statement on --

4 **COMMISONER PEREZ:** (Inaudible) --

5 **MR. JOSEPH:** You're the only one who's seen  
6 the financial statement. Okay. But it's sad, it  
7 is sad the way things are going on here and about  
8 the City of Pahokee. You got people on Facebook  
9 ain't got nothing good to say about Pahokee --  
10 ain't got nothing good to say about Pahokee, but  
11 they live here. But they (inaudible) and they're  
12 talking all kinds of smack.

13 It is sad what's going on here, it is sad  
14 about what's going on. And my thing is that  
15 marina, you want to give them a fifteen year lease,  
16 twenty year lease, and they -- they don't have the  
17 financial backing -- they don't have the financial  
18 backing.

19 Mr. Brandenburg, you've been here -- all  
20 of this, what's been going on, you've been a part  
21 of it, you've been a part of it. Now, I hear you  
22 want -- they want to fire the City Manager.  
23 They're going to make you the City Manager, as well  
24 as the attorney. And it's sad.

25 **VICE MAYOR BOHLEN:** Mr. Joseph, could you wrap

1 it up, please?

2 **MR. JOSEPH:** Excuse me?

3 **VICE MAYOR BOHLEN:** I'm saying could you wrap  
4 it up? Your three minutes --

5 **MR. JOSEPH:** Yeah, yeah, okay. Well, I'll  
6 wrap it up.

7 **VICE MAYOR BOHLEN:** Thank you.

8 **MR. JOSEPH:** But it's sad what's going on.  
9 I've been here all of my life, all of my life.  
10 What I've done here, or what my -- what we've done  
11 here in Pahokee having did nothing but help this  
12 community. Employed over fifty people at one time  
13 here in Pahokee, in the City of Pahokee. And all  
14 of these people doing all of this talking about  
15 they this and they -- what have they done for  
16 Pahokee? Nothing but criticize Pahokee.

17 **VICE MAYOR BOHLEN:** Okay.

18 **MR. JOSEPH:** They haven't employed anybody,  
19 they haven't brought nothing in Pahokee to make  
20 Pahokee a better place.

21 **VICE MAYOR BOHLEN:** Sir, your --

22 **MR. JOSEPH:** None of that.

23 **VICE MAYOR BOHLEN:** -- three minutes are up.

24 **MR. JOSEPH:** It's sad though.

25 **VICE MAYOR BOHLEN:** Thank you, sir.

1           **MR. BRANDENBURG:** Vice Mayor, the next topic  
2 on the agenda is Resolution Terminating the August  
3 9th, 2021 Declaration of State of Emergency of the  
4 Mayor.

5           **VICE MAYOR BOHLEN:** Can I get a motion?

6           **COMMISIONER GONZALEZ:** Second.

7           **COMMISIONER PEREZ:** I make a motion to -- where  
8 is it at?

9           **MR. BRANDENBURG:** Number one.

10           **COMMISIONER PEREZ:** Yeah. For Resolution  
11 Terminating the August 9th, 2021 Declaration of  
12 State of Emergency of the Mayor.

13           **VICE MAYOR BOHLEN:** Can I get a second?

14           **COMMISIONER GONZALEZ:** I second it.

15           **VICE MAYOR BOHLEN:** Questions? Hearing none.  
16 Roll call?

17           **COMMISIONER PEREZ:** Yes.

18           **VICE MAYOR BOHLEN:** Commissioner Perez.

19           **COMMISIONER PEREZ:** Yes.

20           **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

21           **COMMISIONER GONZALEZ:** Yes.

22           **VICE MAYOR BOHLEN:** Vice-Mayor Bohlen, yes.

23           **MR. BRANDENBURG:** Item number two is a  
24 Resolution Appointing an Interim City Clerk. And I  
25 would recommend that the City appoint Tijuana

1 Warner, if she is willing and able to serve in that  
2 capacity. In the event she is not, then Sandy  
3 Malloy.

4 **VICE MAYOR BOHLEN:** Okay. Can I get a motion?

5 **COMMISONER PEREZ:** Okay. I would like to put  
6 a motion for appointing Tijuana Warner as Interim  
7 City Clerk, if she's able and willing to accept it.  
8 And if not, Sandy --

9 **MR. BRANDENBURG:** Malloy.

10 **COMMISONER PEREZ:** -- Malloy.

11 **VICE MAYOR BOHLEN:** Can I get a second?

12 **COMMISONER PEREZ:** I second it.

13 **VICE MAYOR BOHLEN:** Okay. Questions? Hearing  
14 none. Roll call.

15 Commissioner Perez?

16 **COMMISONER PEREZ:** Commissioner Perez, yes.

17 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

18 **COMMISIONER GONZALEZ:** Yes.

19 **VICE MAYOR BOHLEN:** Vice-Mayor Bohlen, yes.

20 **MR. BRANDENBURG:** Lies therein number three is  
21 a Ratification of Prior Action terminating  
22 Burnadette Norris-Weeks as City Attorney. So this  
23 will be a motion ratifying the prior termination of  
24 Burnadette Norris-Weeks.

25 **VICE MAYOR BOHLEN:** Okay. Can I get a motion?

1           **COMMISONER PEREZ:** Okay. I would like to put  
2 a motion for the Ratifying of the Prior Action  
3 terminating Burnadette Norris-Weeks as City  
4 Attorney.

5           **VICE MAYOR BOHLEN:** Can I get a second?

6           **COMMISIONER GONZALEZ:** Second.

7           **VICE MAYOR BOHLEN:** Call for questions?

8           Hearing none, roll call.

9           Commissioner Perez?

10          **COMMISONER PEREZ:** Yes.

11          **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

12          **COMMISIONER GONZALEZ:** Yes.

13          **VICE MAYOR BOHLEN:** Vice-Mayor Bohlen, yes.

14          **MR. BRANDENBURG:** Item number four is a  
15 Ratification of Prior Action of --

16          **MALE VOICE:** Can I ask a question?

17          **MR. BRANDENBURG:** No, sir. It's not  
18 opportunities for you to ask questions at this  
19 point.

20          **MALE VOICE:** You did it last week.

21          **MR. BRANDENBURG:** Ratification of --

22          **MALE VOICE:** Can I ask a question --

23          **MR. BRANDENBURG:** -- Prior Action of the  
24 Employment of Brandenburg & Associates, P.A., Gary  
25 M. Brandenburg, as City Attorney, commencing July

1 23rd, 2021.

2 **COMMISONER PEREZ:** Okay. Wait until we're  
3 done. I would like to submit a motion for the  
4 Ratification of Prior Action of the Employment of  
5 Brandenburg & Associates, P.A., Gary M.  
6 Brandenburg, as City Attorney, commencing July 23,  
7 2021.

8 **MR. BRANDENBURG:** Item number five, Vice  
9 Mayor, is --

10 **COMMISONER PEREZ:** Wait, hold on.

11 **VICE MAYOR BOHLEN:** Questions? Hearing none,  
12 calling roll call. Commissioner Perez?

13 **COMMISONER PEREZ:** Yes.

14 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

15 **COMMISIONER GONZALEZ:** Yes.

16 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

17 **MR. BRANDENBURG:** Item number five is the  
18 resolution approving a contract with Brandenburg &  
19 Associates, P.A. for City Attorney services.

20 **VICE MAYOR BOHLEN:** Can I get a motion?

21 **COMMISONER PEREZ:** I submit a motion for  
22 resolution approving a contract with Brandenburg &  
23 Associates for City Attorney services.

24 **VICE MAYOR BOHLEN:** Can I get a second?

25 **COMMISIONER GONZALEZ:** Second.

1           **VICE MAYOR BOHLEN:** Questions? Hearing none,  
2 roll call. Commissioner Perez?

3           **COMMISONER PEREZ:** Yes.

4           **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

5           **COMMISIONER GONZALEZ:** Yes.

6           **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

7           **MR. BRANDENBURG:** Item number six, Resolution  
8 instructing the City Manager and staff to withhold  
9 payment of any sums representing the three months'  
10 notice payment in the contract between Burnadette  
11 Norris-Weeks and the City of Pahoee unless ordered  
12 by a Court of Competent Jurisdiction.

13           **VICE MAYOR BOHLEN:** Can I get a motion?

14           **COMMISONER PEREZ:** I would like to put in a  
15 motion for Resolution instructing the City Manager  
16 and staff to withhold payment of any sums  
17 representing the three months' notice payment in  
18 the contract between Burnadette Norris-Weeks and  
19 the City of Pahoee unless ordered by a Court of  
20 Competent Jurisdiction.

21           **VICE MAYOR BOHLEN:** Can I get a second?

22           **VICE MAYOR BOHLEN:** Motion and second. Call  
23 for Questions? Hearing none, roll call.  
24 Commissioner Perez?

25           **COMMISONER PEREZ:** Yes.



1           **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

2           **COMMISSIONER GONZALEZ:** Yes.

3           **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.  
4           Number seven is Resolution instructing the Interim  
5           City Manager and all staff to immediately  
6           discontinue payment of any City funds to anyone  
7           without the prior written approval of the City  
8           Attorney, Mr. Gary Brandenburg. Can I get a  
9           motion?

10           **COMMISSIONER PEREZ:** I would like to put a  
11           motion Resolution instructing the Interim City  
12           Manager and all staff to immediately discontinue  
13           payment of any City funds to anyone without prior  
14           written approval of the City Attorney, Mr. Gary  
15           Brandenburg.

16           **VICE MAYOR BOHLEN:** Can I get a second?

17           **COMMISSIONER GONZALEZ:** Second.

18           **VICE MAYOR BOHLEN:** Call for questions?  
19           Hearing none, roll call. Commissioner Perez?

20           **COMMISSIONER PEREZ:** Yes.

21           **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

22           **COMMISSIONER GONZALEZ:** Yes.

23           **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.  
24           Number eight, Resolution authorizing the City  
25           Attorney, Gary Brandenburg, to direct the City's

1 insurance/defense counsel provided by the City's  
2 insurance company with respect to all ongoing  
3 litigation matters. Can I get a motion?

4 **COMMISONER PEREZ:** I would like to make a  
5 motion of a resolution authorizing the City  
6 Attorney, Gary Brandenburg, to direct the City's  
7 insurance/defense counsel provided by the City's  
8 insurance company with respect to all ongoing  
9 litigation matters.

10 **VICE MAYOR BOHLEN:** Can I get a second?

11 **COMMISIONER GONZALEZ:** Second.

12 **VICE MAYOR BOHLEN:** Call for questions?  
13 Hearing none, roll call. Commissioner Perez?

14 **COMMISONER PEREZ:** Yes.

15 **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

16 **COMMISIONER GONZALEZ:** Yes.

17 **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.  
18 Number nine, Resolution removing Rodney D. Lucas as  
19 Interim City Manager immediately.

20 **COMMISONER PEREZ:** I would like to make a  
21 resolution appointing --

22 **VICE MAYOR BOHLEN:** Make a motion.

23 **COMMISONER PEREZ:** Oh, I'd like to make a  
24 motion for a resolution removing Rodney D. Lucas as  
25 Interim City Manager immediately.

1           **VICE MAYOR BOHLEN:** Can I get a second?

2           **COMMISONER PEREZ:** Second.

3           **VICE MAYOR BOHLEN:** Call for questions.

4           Hearing none, roll call. Commissioner Perez?

5           **COMMISONER PEREZ:** Yes.

6           **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

7           **COMMISIONER GONZALEZ:** Yes.

8           **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.

9           Number ten, Resolution appointing an Interim  
10          City Manager, effective immediately, with  
11          discussion of terms and compensation to be added to  
12          the next Regular or Special Meeting of the City  
13          Commission. Can I get a motion?

14          **COMMISONER PEREZ:** I'd like to make a motion  
15          for a Resolution appointing an Interim City  
16          Manager, effective immediately, with discussion of  
17          terms and compensation to be added to the next  
18          Regular or Special Meeting of the City Commission.

19          **VICE MAYOR BOHLEN:** Can I get a second?

20          **COMMISIONER GONZALEZ:** Second.

21          **VICE MAYOR BOHLEN:** Call for questions. Mr.  
22          Brandenburg, do we need to name that person?

23          **MR. BRANDENBURG:** You should, yes.

24          **VICE MAYOR BOHLEN:** Yes. Do we have anybody  
25          that we would like to appoint?

1           **COMMISONER PEREZ:** I think it was -- Gary  
2 Brandenburg.

3           **VICE MAYOR BOHLEN:** Okay. Can I have a  
4 second?

5           **COMMISIONER GONZALEZ:** Second.

6           **VICE MAYOR BOHLEN:** Call for questions.  
7 Hearing none, roll call. Commissioner Perez?

8           **COMMISONER PEREZ:** Yes.

9           **VICE MAYOR BOHLEN:** Commissioner Gonzalez?

10          **COMMISIONER GONZALEZ:** Yes.

11          **VICE MAYOR BOHLEN:** Vice Mayor Bohlen, yes.  
12 Okay. That concludes the meeting. I need a motion  
13 to adjourn.

14          **COMMISONER PEREZ:** I make a motion to adjourn  
15 this meeting.

16          **VICE MAYOR BOHLEN:** Second.

17          **COMMISIONER GONZALEZ:** Yes.

18          **VICE MAYOR BOHLEN:** This meeting is hereby  
19 adjourned at -- who knows what time it is?

20          **MALE VOICE:** 10:49.

21          **VICE MAYOR BOHLEN:** 10:49. Thank you very  
22 much.

23                 (Whereupon, the meeting was adjourned at 10:49  
24 a.m.)

25

C-E-R-T-I-F-I-C-A-T-E

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, Ashleigh Simmons, Court Reporter, do hereby certify that I was authorized to and did report the City of Pahokee Commission Meeting; and that the transcript is a true and correct transcription of the proceedings. I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 12th day of August, 2021.



Ashleigh Simmons, C.E.R.T.

GG913472 Exp. 09/28/2023



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CITY COMMISSION OF THE CITY OF PAHOKEE  
SPECIAL COMMISSION MEETING

Wednesday, August 18, 2021

10:30 A.M.

Reported by Ashleigh Simmons, C.E.R.T.

1 APPEARANCES

2

3 Vice Mayor Regina Bohlen

4

5 Commissioner Sara Perez

6

7 Commissioner Juan Gonzalez

8

9 Gary Brandenburg, Esquire

10 City Attorney

11

12 Tijuana Warner

13 City Clerk

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1 PROCEEDINGS

2 **MR. BRANDENBURG:** Vice Mayor, could you call  
3 the meeting to order please?

4 **VICE MAYOR BOHLEN:** Yes, sir. I call the city  
5 commission -- or the City of Pahokee Special  
6 Commission meeting agenda for Wednesday, August  
7 18th, 2021 at 10:30 a.m., to order.

8 Please stand for the invocation given by  
9 -- who's out there? Sharon Coleman -- Ms. Coleman  
10 and followed by the pledge, please.

11 **MS. COLEMAN:** Lord, Jesus, we come to you  
12 today at this meeting for the city, God. And we  
13 ask you that you work in this meeting, Father.  
14 Lord, we ask you, Father, that you help those that  
15 are trying to help our city to get things on a good  
16 foundation. And we just praise you and bless you  
17 for all that you are doing for our city. In Jesus'  
18 name, Amen.

19 **MULTIPLE SPEAKERS:** I pledge allegiance to the  
20 flag of the United States of America. And to the  
21 Republic for which it stands, one nation, under  
22 God, indivisible, and liberty and justice for all.

23 **VICE MAYOR BOHLEN:** Roll call, Madam Clerk?

24 **THE CLERK:** Mayor Babb? Vice Mayor Bohlen?

25 **VICE MAYOR BOHLEN:** Here.



1           **THE CLERK:** Commissioner Gonzalez?

2           **COMMISIONER GONZALEZ:** Present.

3           **THE CLERK:** Commissioner Murvin? Commissioner  
4 Perez?

5           **COMMISIONER PEREZ:** Present.

6           **THE CLERK:** Interim City Manager?

7           **MR. BRANDENBURG:** Yes, Gary Brandenburg,  
8 present.

9           **THE CLERK:** City attorney?

10          **MR. BRANDENBURG:** Also Gary Brandenburg,  
11 present.

12          **THE CLERK:** City Clerk, present.

13          **MR. BRANDENBURG:** Madam -- Vice Mayor, may I  
14 make a short statement while we -- before we start  
15 the agenda?

16          **VICE MAYOR BOHLEN:** Yes, sir.

17          **MR. BRANDENBURG:** I would just like to point  
18 out to the Commission, also to the mayor, if he's  
19 listening, that Section 204 of the city charter  
20 talks about the mayor's duties, responsibilities,  
21 and power. The mayor is not authorized on his own  
22 to speak on behalf of the city on any matter.  
23 Additionally, he has no administrative authority.  
24 He cannot order city employees to do anything.  
25 City employees are instructed not to take any

1 direction from the mayor on any topic. The mayor  
2 designation is only ceremonial in nature. He  
3 presides over the meetings when he decides to  
4 attend them. And his decisions on matters  
5 regarding the agenda can be overruled by the  
6 majority of the Commission, should they desire to  
7 do so at any time.

8           So I think it's very important for the  
9 residents and the employees of the City of Pahokee  
10 to understand the very limited nature of the  
11 mayor's designation. He is in effect no more  
12 important or powerful than any other commissioner.  
13 And as you know, none of you can individually order  
14 city employees to do anything. And likewise, the  
15 mayor cannot. No city employee should take any  
16 direct orders or instruction from any commissioner  
17 or the mayor.

18           Vice Mayor, the first item on the agenda  
19 is a resolution terminating any state of emergency  
20 declared by the mayor unless approved by the  
21 majority of the Commission. As the Commission is  
22 aware, the mayor has attempted to declare states of  
23 emergency in Pahokee, which are based on false  
24 information, false assumptions. There is no  
25 emergency in the City of Pahokee and there has not

1     been one.

2                   The sheriff's department has done an  
3     excellent job of keeping the peace and making sure  
4     that citizens abide by the law, as well as  
5     commissioners. We'd like to commend them for their  
6     excellent work.

7                   This resolution makes it abundantly clear  
8     that the mayor's so-called proclamations are of no  
9     force and effect. If he attempts to do so in the  
10    future, they will be invalid unless approved by a  
11    majority of this commission. So I recommend that  
12    you approve this resolution.

13                  **VICE MAYOR BOHLEN:** Can I get a motion to  
14    approve the resolution terminating any state of  
15    emergency declared by the mayor, unless approved by  
16    the majority of the city commission?

17                  **COMMISONER PEREZ:** Yes. I would like to make  
18    a motion that we approve the resolution terminating  
19    any state of emergency declared by the mayor,  
20    unless approved by the majority of the commission.

21                  **VICE MAYOR BOHLEN:** Can I get a second?

22                  **COMMISIONER GONZALEZ:** I will second it.

23                  **VICE MAYOR BOHLEN:** All right. Call for  
24    questions? Hearing none, roll call?

25                  **THE CLERK:** Commissioner Perez?

1           **COMMISONER PEREZ:** Yes.

2           **THE CLERK:** Commissioner Gonzalez?

3           **COMMISIONER GONZALEZ:** Yes.

4           **THE CLERK:** Vice Mayor Bohlen?

5           **VICE MAYOR BOHLEN:** Yes.

6           **MR. BRANDENBURG:** Vice Mayor, I would suggest  
7 that we allow an opportunity for any members of the  
8 public to comment on any items on the agenda,  
9 including the one you just passed, if you would?

10          **VICE MAYOR BOHLEN:** As they -- as we go?

11          **MR. BRANDENBURG:** Right now would be good.

12          **VICE MAYOR BOHLEN:** Yes, sir. Is there anyone  
13 from the audience that would like to comment?

14          **MR. MURVIN:** Yes, I --

15          **VICE MAYOR BOHLEN:** Yes, sir. Please just  
16 come up and grab a mic that's on. I don't know  
17 which ones are on.

18          **MR. BRANDENBURG:** The one right there --

19          **VICE MAYOR BOHLEN:** Should be -- that one  
20 right there should be on maybe.

21          **MR. BRANDENBURG:** Yes. Sir, just aim that  
22 microphone at yourself and go ahead.

23          **MR. MURVIN:** Yes, Mr. Brandenburg.

24          **VICE MAYOR BOHLEN:** Yes, sir. Please state  
25 your name and your address.

1           **MR. MURVIN:** Oh, Thomas Murvin. I live at 357  
2 Kismet Avenue, Pahokee, Florida. Mr. Brandenburg,  
3 I have respect for the resolution that you had.  
4 But I don't understand how you can say that how  
5 government run. That the mayor was elected, he was  
6 a elected official, how that you can take down  
7 somebody even if it was you, you that was in that  
8 position, how could you take down somebody that was  
9 elected by the people?

10           **MR. BRANDENBURG:** Yes, sir. I'd like to  
11 answer that question, if I might?

12           **MR. MURVIN:** Wait a minute, let me finish.

13           **MR. BRANDENBURG:** Okay.

14           **MR. MURVIN:** These -- each one of you all who  
15 is up here was elected by the people, for the  
16 people. Not for individual coup, it was for the  
17 people. Now, you have -- you all have made this  
18 out a racist thing. You have made this -- truly.  
19 You might laugh about it, but I have been here --  
20 I'm sixty-two and fixing to be sixty-three. I have  
21 been here all of my life. I was born and raised  
22 here. My mama had fourteen kids right here. And I  
23 have never seen something of this nature, a person  
24 can come in and take over and do as he see fit.  
25 And all because of Mr. Williams. But you find no

1 fault in Mr. Williams when they try to say he stole  
2 money and all of that. No evidence has been --  
3 everything from the IG, everything has been  
4 cleared. But you can come now and get all of this  
5 information about how you think -- get this  
6 Commission to follow you.

7 And I'm going to say this and then I'm  
8 going to sit down. You're really using them as a  
9 pawn.

10 **MR. GARY BRANDENBURG:** Thank you, sir. I  
11 appreciate your comments very much. Sir, all of  
12 the members of the City Commission are elected by  
13 the voters in the City of Pahokee. And elections  
14 do make a difference.

15 And you've got a new majority on your  
16 Commission that is taking the city in a good  
17 direction. With respect to the mayor's powers,  
18 they are in the charter, the charter that has  
19 existed since -- I think, since 1924 or '22 --

20 **VICE MAYOR BOHLEN:** Twenty-two.

21 **MR. BRANDENBURG:** -- for this city. It hasn't  
22 changed. And it -- from the very beginning, it  
23 says that the mayor has no power other than what a  
24 single commissioner has. The mayor has no power to  
25 direct anybody to do anything, unless it is

1 approved in a public meeting by a majority of the  
2 elected officials.

3 The mayor no longer has a majority of the  
4 elected officials of this city supporting him.  
5 Consequently, you see that the majority now is  
6 moving the city forward in a positive direction,  
7 despite the mayor's attempts to stand in the way  
8 and prevent this city from moving forward.

9 I really do appreciate your comments. I  
10 would suggest that you and the rest of the  
11 residents of the City of Pahokee get a copy of the  
12 city charter and the city ordinances and look at  
13 them. And do not believe what other people are  
14 telling you about them, especially the mayor.  
15 Thank you, sir.

16 **VICE MAYOR BOHLEN:** The second item number  
17 two, C-2, designation of an interim city manager to  
18 be paid \$10,000.00 per month and to be provided the  
19 use of a city vehicle.

20 **MR. BRANDENBURG:** Vice Mayor, a gentleman has  
21 come forward and is willing to take on this role.  
22 As you know, I did not want the role of interim  
23 manager, I never sought it. I've only been doing  
24 it as a fill in until you could find a responsible  
25 person to do it.

1           We found a responsible person. His name  
2           is Greg Thompson. And he is willing to move  
3           forward as directed by the majority on the  
4           Commission to move this city in the right  
5           direction.

6           Of course the City Commission always has  
7           the right to proceed forward with the process that  
8           you began some time ago to find a permanent city  
9           manager. This does not change that.

10           What this will do is provide a person  
11           that will be here every day at 8:00 o'clock to  
12           whatever it takes to make sure the city is managed  
13           and run properly in the interim. I would recommend  
14           Mr. Greg Thompson to you for your consideration.  
15           He has agreed to the terms laid out here. And I  
16           think it would be a good choice for the city.

17           **COMMISSIONER GONZALEZ:** This is just based on  
18           every month? The term is just based every month,  
19           right -- per month?

20           **MR. BRANDENBURG:** He -- yes, ten thousand  
21           dollars per month. If he stopped in the middle of  
22           a month, it would be prorated. You have the right  
23           at any time to terminate him. All it takes is  
24           three votes and he's gone if you don't like what  
25           he's doing.



1           And, you know, incidentally, and that's  
2           the same way with me as your city attorney. None  
3           of this business about having to wait a period of  
4           time, or notices, or anything. Any time there are  
5           three commissioners on this Commission that wants  
6           to replace me as city attorney, you can do so. All  
7           you need to do is give me a call and say there's  
8           three people here at a city commission meeting, we  
9           would like to get rid of you, Mr. Brandenburg. And  
10          it's done, I will go.

11          **VICE MAYOR BOHLEN:** Okay. So can I get a  
12          motion to designation of interim City Manager Greg  
13          Thompson to be paid \$10,000.00 per month and to be  
14          provided the use of a city vehicle?

15          **MS. SARA PEREZ:** I would like to make a motion  
16          for the designation of Greg Thompson as interim  
17          city manager to be paid \$10,000.00 a month and to  
18          be provided the use of a city vehicle.

19          **VICE MAYOR BOHLEN:** Can I get a second?

20          **COMMISSIONER GONZALEZ:** I will second it.

21          **VICE MAYOR BOHLEN:** Call for questions.  
22          Hearing none. Roll call?

23          **THE CLERK:** Commissioner Perez?

24          **COMMISSIONER PEREZ:** Yes.

25          **THE CLERK:** Commissioner Gonzalez?

1           **COMMISIONER GONZALEZ:** Yes, ma'am.

2           **THE CLERK:** Vice Mayor Bohlen?

3           **VICE MAYOR BOHLEN:** Yes.

4                   Is there anyone in the audience that  
5 would like to speak on that matter?

6           **MS. MARVEZ:** Thank you. I agree with --

7           **VICE MAYOR BOHLEN:** Wait, give them your name  
8 and your address, ma'am.

9           **MS. MARVEZ:** Oh, sorry. My name is Catherine  
10 Marvez. I live at 1838 East Main Street. Can  
11 everybody hear me clearly with my mask?

12           **VICE MAYOR BOHLEN:** Yes.

13           **MS. MARVEZ:** All right. I applaud your move  
14 to put in a temporary interim city manager that can  
15 dedicate full time to our city. I would just like  
16 to make sure that this city manager understands his  
17 role as independent from city attorney, independent  
18 from the city clerk, and reporting directly to the  
19 City Commission as a whole, not to any individual  
20 person on the City Commission.

21                   And that everything that that city  
22 manager does is transparent with all city  
23 commissioners, not just as one particular city  
24 commissioner, mayor, or vice mayor sees fit.

25                   I have seen in the past five years the

1 role of the city manager prior to this operating as  
2 if other hired staff members reported to him.  
3 Totally incorrect, has never been correct in the  
4 State of Florida. And I don't want to see that  
5 again whether it's with a temporary one or whether  
6 it's with our full time city manager that we end up  
7 hiring.

8 **VICE MAYOR BOHLEN:** Thank you.

9 **MS. MARVEZ:** Thank you.

10 **MR. BRANDENBURG:** Vice Mayor, the next item on  
11 the agenda is resolution approving signatories for  
12 various bank accounts of the City of Pahokee at the  
13 PNC Bank. This resolution approves the vice mayor,  
14 myself, the city attorney, and your new interim  
15 manager for purposes of authorizing checks on the  
16 city bank accounts.

17 Let me just add the reason and the  
18 necessity for today's Special Meeting was to make  
19 sure that all of the city employees are paid on  
20 time. We have had a complete lack of cooperation  
21 by the former city manager and the mayor in getting  
22 anything done for the city. So we had to call this  
23 meeting today so that the bank has authority to  
24 transfer monies so -- to the paycheck company that  
25 will deposit those monies automatically in each of

1 these employee's accounts per normal, as of  
2 Thursday.

3 **VICE MAYOR BOHLEN:** Do we need to read the  
4 resolution into the record?

5 **MR. BRANDENBURG:** Just the title.

6 **VICE MAYOR BOHLEN:** Yes, sir. Do you want to  
7 do that?

8 **MR. BRANDENBURG:** I'd be happy to.

9 **VICE MAYOR BOHLEN:** Yes, sir. Thank you.

10 **MR. BRANDENBURG:** This is a resolution of the  
11 City Commission of the City of Pahokee, Florida  
12 approving signatories for the various bank accounts  
13 of the City of Pahokee at PNC Bank, N.A. Further  
14 authorizing city officials to execute all necessary  
15 documents with PNC Bank, N.A., providing for an  
16 effective date.

17 An additional aspect of this resolution  
18 is that, one, it revokes all prior authority for  
19 anyone that used to be a signatory. It also, for  
20 the time being, it suspends the use of any city  
21 credit cards. That suspension will only last for a  
22 short period while we make sure that the city's  
23 funds and credit cards are secure.

24 **VICE MAYOR BOHLEN:** Okay. Can I get a motion  
25 to adopt?

1           **COMMISONER PEREZ:** Do I have to read all of  
2 that?

3           **MR. BRANDENBURG:** No.

4           **COMMISONER PEREZ:** Okay.

5           **MR. BRANDENBURG:** Just move what I just read.

6           **MR. BRANDENBURG:** Okay. I'll make a motion to  
7 move the resolution that you just got through  
8 reading.

9           **VICE MAYOR BOHLEN:** Can I get a second?

10          **COMMISIONER GONZALEZ:** I will second it.

11          **VICE MAYOR BOHLEN:** Call for questions?

12          Hearing none, roll call.

13          **THE CLERK:** Commissioner Perez?

14          **COMMISONER PEREZ:** Yes.

15          **THE CLERK:** Commissioner Gonzalez?

16          **COMMISIONER GONZALEZ:** Yes, ma'am.

17          **THE CLERK:** Vice Mayor Bohlen?

18          **VICE MAYOR BOHLEN:** Yes.

19          **MR. BRANDENBURG:** The next item on the agenda  
20 is the authorization for the city attorney, me, to  
21 file a counterclaim against the individuals who  
22 sued the City of Pahokee recently and to join into  
23 that lawsuit the former city attorney, her law  
24 firm, and the former city manager.

25                   And we will proceed as quickly as

1 possible to obtain a court hearing for an  
2 injunction against the former city manager and the  
3 former city attorney for interfering with city  
4 business and particularly at city meetings in the  
5 future.

6 **VICE MAYOR BOHLEN:** Okay. Can I get a motion  
7 to approve?

8 **COMMISIONER GONZALEZ:** Yeah, I'll make a  
9 motion to move for the authorization for the city  
10 attorney to file a counterclaim to this case.

11 **MR. BRANDENBURG:** Yes.

12 **COMMISIONER PEREZ:** I second it.

13 **VICE MAYOR BOHLEN:** Okay. Call for questions.  
14 Hearing none, roll call.

15 **THE CLERK:** Commissioner Gonzalez?

16 **COMMISIONER GONZALEZ:** Yes, ma'am.

17 **THE CLERK:** Commissioner Perez?

18 **COMMISIONER PEREZ:** Yes.

19 **THE CLERK:** Vice Mayor Bohlen?

20 **VICE MAYOR BOHLEN:** Yes.

21 **MR. BRANDENBURG:** Thank you, Vice Mayor. The  
22 next item on your agenda is authorization to  
23 terminate Mark Liskay Coastal Network Solutions,  
24 LLC as the City of Pahokee IT consultant.

25 Mr. Liskay has not been cooperative. And

1 in fact, has been just the opposite of cooperative  
2 in helping the city and the city employees obtain  
3 access to their computer system. He has refused to  
4 provide me with public records. And has, in  
5 essence, tried his best to prevent the city from  
6 moving forward.

7 So I would like to terminate him. I have  
8 already on an emergency basis hired a new IT  
9 company who has assessed the city's system and will  
10 be helping us move forward.

11 Late last night after I requested Mark to  
12 give us the necessary codes and information so that  
13 we could access all of our information and the city  
14 employees could access their computers, he refused  
15 to do so and instead downloaded it and sent it to  
16 the mayor.

17 I have since asked the mayor to provide  
18 us that information and provide us the public  
19 records that were downloaded to him. As of this  
20 time, the mayor has not responded to my request.  
21 Of course, as you all know, the destruction of  
22 public records by anyone is a criminal offense. So  
23 I am hoping our mayor comes forward and is  
24 cooperative in allowing the city to go forward.

25 **VICE MAYOR BOHLEN:** Can I get a motion to

1 terminate Mark Liskay Coastal Network Solutions,  
2 LLC?

3 **COMMISIONER GONZALEZ:** I would like to make a  
4 motion for authorization to terminate Mark Liskay  
5 Coastal Network Solutions as the city of Pahokee IT  
6 consultant.

7 **VICE MAYOR BOHLEN:** Can I get a second?

8 **COMMISONER PEREZ:** I second it.

9 **VICE MAYOR BOHLEN:** Call for questions. Roll  
10 call.

11 **THE CLERK:** Commissioner Gonzalez?

12 **COMMISIONER GONZALEZ:** Yes, ma'am.

13 **THE CLERK:** Commissioner Perez?

14 **COMMISONER PEREZ:** Yes.

15 **THE CLERK:** Vice Mayor Bohlen?

16 **VICE MAYOR BOHLEN:** Yes.

17 **MR. BRANDENBURG:** Thank you, Vice Mayor.

18 Before any of you leave today, we need to get  
19 signatures on these resolutions that you just  
20 adopted.

21 Oh, there is a gentleman I think that  
22 would like to speak. He just handed in his card,  
23 Mr. Brown.

24 **VICE MAYOR BOHLEN:** Yes, sir. That mic at the  
25 podium right there.



1           **MR. BROWN:** Richard Brown, 303 Carissa Drive.  
2 I am here as a property owner and a citizen. And  
3 I'm concerned about what's going on in the city.  
4 And I really -- I've been coming to Commission  
5 meetings for over thirteen -- eighteen years. And  
6 I've never ever seen anything like this. I've  
7 never -- I've never seen it.

8           The people in -- it's like a kangaroo  
9 court. I mean, you know, you're talking about the  
10 mayor when he's not here. They had a special  
11 meeting the other night. None of the commissioners  
12 showed up for several meetings. You're a part as  
13 city manager, the attorney over this and that -- I  
14 mean, what is going on? I mean, you are tearing  
15 this community up. Trust me, people that voted for  
16 you guys -- that voted for you, you're turning your  
17 back on them. I have never seen anything like this  
18 since I've been coming for the last fifteen years.  
19 This is a kangaroo -- this is a shame here. It  
20 really is.

21           Now, you're talking about the mayor this  
22 and the mayor that, who has -- I don't understand  
23 that -- who has been faithful to you guys from day  
24 one. And now you're here behind his back cutting  
25 him down, cutting him down. I don't understand, I

1 really don't.

2           **MR. BRANDENBURG:** Well, Mr. Brown, thank you  
3 very much for your comments today. If you would  
4 like to tell your brother, the mayor, that his  
5 presence was requested at today's meeting. I sent  
6 him a copy of the agenda, I sent him a reminder  
7 last night of today's meeting. It is your brother,  
8 the mayor, who has refused to come to this meeting.  
9 And it is your brother, the mayor, that is sowing  
10 discontent throughout this community.

11           You might want to ask him if he, one, is  
12 getting him anywhere. And two, what his goals are  
13 to create the chaos that he is trying to create.  
14 Thank you, sir.

15           **MR. BROWN:** So I just want to say this. They  
16 had a special meeting and you guys was invited to  
17 come and none of you came, none of you.

18           **MR. BRANDENBURG:** It wasn't a special meeting,  
19 Mr. Brown. It was the mayor's town hall, which  
20 only the mayor called. None of the other  
21 commissioners called it, nor did they want it.  
22 Only the mayor attended with a group of his friends  
23 from Broward County who were trying to stir up  
24 tensions in this community.

25           **MR. BROWN:** That's not true.

1           **MR. BRANDENBURG:** In any event, I -- again, I  
2 would like to thank you for your participation  
3 today. We hope your brother participates in the  
4 job he was elected to in the future. We have a  
5 Commission meeting on the 24th. I look forward to  
6 working with him on that meeting.

7           **VICE MAYOR BOHLEN:** Okay. And Item D is  
8 adjourn. Can I get a motion to adjourn?

9           **COMMISONER PEREZ:** I would like to put a  
10 motion to adjourn this meeting.

11           **VICE MAYOR BOHLEN:** Can I get a second?

12           **COMMISIONER GONZALEZ:** I second it.

13           **VICE MAYOR BOHLEN:** Roll call.

14           **THE CLERK:** Commissioner Perez?

15           **COMMISONER PEREZ:** Yes.

16           **THE CLERK:** Commissioner Gonzalez?

17           **COMMISIONER GONZALEZ:** Yes, ma'am.

18           **THE CLERK:** Vice Mayor Bohlen?

19           **VICE MAYOR BOHLEN:** Yes, ma'am. Meeting  
20 adjourned at 11:00 o'clock.

21  
22  
23  
24  
25

C-E-R-T-I-F-I-C-A-T-E

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Ashleigh Simmons, Court Reporter, do hereby certify that I was authorized to and did report the City of Pahokee Commission Meeting; and that the transcript is a true and correct transcription of the proceedings. I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 18th day of August, 2021.

*Ashleigh Simmons*

Ashleigh Simmons, C.E.R.T.

GG913472 Exp. 09/28/2023



The foregoing certification of this transcript does not apply to any reproduction of the same any means unless under the direct control and/or direction of the certifying reporter.

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, MODIFYING ARTICLE II, SECTION 2-26, CITY COMMISSION MEETINGS GENERALLY; COMPENSATION AND EXPENSE ALLOWANCE FOR CITY COMMISSION; ATTENDANCE AT MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS; ORDER OF BUSINESS; CITY COMMISSIONERS' VOTES RECORDED ON ORDINANCES AND RESOLUTIONS; ORDER, VOTES REQUIRED TO PASS RESOLUTIONS; CLERK DESIGNATED CUSTODIAN, DUTIES; REMOVING OR WITHHOLDING FROM CUSTODIAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to revise its Rules of Procedure by revising Article II, Section 2-26 of the City of Pahokee Code of Ordinances; and

WHEREAS, the City Commission finds that it would operate more efficiently if revised Rules of Procedure were adopted and followed.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE THAT:

**SECTION 1. Sec. 2-26. of the Code of Laws and Ordinances of the City of Pahokee is modified to read as follows:**

(1) City Commission meetings generally.

(a) *Ground rules for decorum regarding members of the city commission.* The following shall constitute the guidelines for decorum to be adhered to by members of the city commission in their respective roles as elected public officers of the city:

(1) Members of the city commission shall:

- A. Each conducts themselves with dignity;
- B. Agree to disagree with each other; and

- C. Show respect for the points of view of other members of the city commission.
- (2) Members of the city commission shall not:
- A. Falsely accuse another member of the city commission of wrongdoing;
  - B. Criticize each other in a rancorous or unprofessional manner;
  - C. Make personal attacks on another member of the city commission; or
  - D. Individually act without the support of the city commission.
- (b) *Procedures and Scope.*
- (1) The City of Pahokee city commission is permitted by Florida law to determine its own rules of procedure. Unless otherwise set forth herein, all municipal meetings shall be conducted in accordance with the procedural requirements as established by Roberts Rules of Order, said rules of order being incorporated into this section by reference.
- (2) The city commission, the city Manager, the city clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the city commission.
- (3) Members of the city commission and other public officers attending or participating in any regular or special meeting of the city commission shall abide by the standards of conduct and values set forth by to Code of Ethics for Public Officers to be established by the Commission.
- (c) *Agenda.* The City Manager and the City Attorney may place matters on the agenda for Regular and Special meetings. Commissioners may ask to have matters placed on subsequent Regular agenda meetings.
- The City Manager and the City Attorney may agenda items.
- (d) *Duties and responsibilities of mayor.*
- (1) The mayor or presiding officer at any regular or special meeting of the city commission shall introduce agenda items by the agenda item number and the brief title as listed on the agenda. Thereafter, the mayor or presiding officer may call on the City Manager or City Attorney and request a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the city commission, as applicable.
- (2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the city commission shall direct all comments

and questions on the subject matter being discussed to the mayor or presiding officer and shall not engage in cross conversations with other members of the public or direct any questions to other members of the city commission or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the city commission desiring to speak. The mayor or presiding officer shall recognize other members of the city commission in rotation and not call on any member a second and subsequent time until such time as all members of the city commission shall have had the opportunity to speak.

- (3) If the mayor or presiding officer desires to participate in a discussion, he or she shall do so only when the speaking member of the city commission has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the city commission for the purpose of comment other than to move the discussion forward.
  - (4) The mayor or presiding officer shall not use his or her power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
  - (5) Motions to change the order of business on the published agenda shall require a majority vote of the city commission.
  - (6) The mayor or presiding officer, in consultation with the city attorney, shall make rulings on parliamentary procedure. A majority of commissioners present may overrule the mayor or presiding officer on rulings of parliamentary procedure.
- (e) *Time of meetings.* All regularly scheduled meetings of the city commission shall begin at 6:00 p.m. and shall conclude upon motion and majority vote to adjourn.
- (f) *City commission discussion.*
- (1) Discussion by a member of the city commission shall not be limited, unless a motion to limit debate is made and adopted. Each member of the city commission shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table.
  - (2) Each member of the city commission and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself or herself to the issues under debate, avoiding all personalities and indecorous language.
  - (3) Members of the city commission shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the city commission desires to direct questions to another member of the city commission or the public, the questions shall be directed to the mayor or

presiding officer who in turn will recognize the individual who wishes to answer the specific question.

- (4) While the city commission is in session, members of the city commission and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the city commission. There shall be no audience outburst and disruptive conversation from members of the public.

(g) *Citizen's Rights*

- (1) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on agenda items except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:
- i. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission to act.
  - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
  - iii. A meeting that is exempt from Section 286.011, Florida Statutes.

- (h) *Manner of Addressing the Commission - Time Limit:* Each person addressing the Commission shall sign in with the City Clerk no later than the beginning of the item they wish to discuss. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her address to three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission the City Manager, City Attorney, as well as staff members, may enter into any discussion. No questions shall be asked the Commissioners, except through the presiding officer. The City Manager and the City Attorney may ask the Chair for permission to speak at any time.

- (i) *Personal and Slanderous Remarks:* Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Commission, may be requested to leave the meeting.
- (j) *Special meetings.* Special meetings of the governing body shall be called solely for specific and stated purposes only.
- (k) *Quorum for City Commission Meeting.* Any three members of the Commission shall constitute a quorum.



**SECTION 2. Compensation and expense allowance for City Commission.**

- (a) The following shall be the annual salaries for the respective elective offices of the City:
  - (1) Mayor, nine thousand dollars (\$9,000.00);
  - (2) City commissioner, four thousand eight hundred dollars (\$4,800.00).
- (b) In addition to the compensation, each such officer shall be entitled to receive the following:
  - (1) Reimbursement and payment for reasonable out-of-town authorized travel expenses while on city business;
  - (2) The regular city's share and contribution toward the cost of any premium or payment for any authorized general employees' pension plan, health and accident insurance program, life insurance program, and medical insurance program as applicable to all regular city employees.
- (c) Any city commissioner who is absent from two (2) consecutive regular meetings of the city commission shall forfeit or not be entitled to receive the equivalent of one (1) month's compensation, which is four hundred dollars (\$400.00), and a like sum for each subsequent absence from two (2) consecutive such meetings. Upon a finding by the city commission that any such absence was due to illness, death in the immediate family of any city commissioner or for the purpose of conducting city business or city related business; such absence may be excused and this forfeiture waived by the City Commission.

**SECTION 3. Attendance of meetings by telephone or other electronic means.**

- (a) Any city commissioner, who is unable to attend any regular or special city commission meeting in person may be afforded the opportunity to appear at said meeting via telephone or other electronic means if approved by a majority of the commissioners present; however, in no event shall any meeting be held unless a minimum of three (3) commissioners are present in person at said meeting.
- (b) It is not the intent of this section to allow city commission members to attend city commission meetings by telephone or other electronic means, simply for their convenience, but only for special circumstances where attendance is not possible.

**SECTION 4. Order of business.**

The following order of business shall be observed:

- (a) Invocation and Pledge of Allegiance;

- (b) Roll call;
- (c) Additions, deletions, agenda items;
- (d) Citizen Comments/Public Service Announcements - (3 Minutes);
- (e) Approval of minutes;
- (f) Consent agenda;
- (g) Regular agenda;
  - (1) Ordinance(s), 1<sup>st</sup> and 2<sup>nd</sup> Reading, and Public hearings;
  - (2) Resolution(s);
  - (3) Other agenda items;
- (h) Report of the city manager;
- (i) Report of the city attorney;
- (j) Old business;
- (k) New business;
- (l) Commissioner comments;
- (m) Adjourn (by Motion and Approval of majority present).

At all special meetings, the regular order shall be dispensed with after the roll call with the exception of public comment which shall be three (3) minutes per person.

**SECTION 5. City commissioners' votes recorded on ordinances and resolutions.**

Each city commissioner's vote shall be recorded on all ordinances and resolutions presented to the city commission.

**SECTION 6. Order, Votes required to pass resolutions.**

A minimum of three (3) votes in favor of a resolution or ordinance is required to effect passage of the resolution or ordinance.

**SECTION 7. Clerk designated custodian, duties.**

The City Clerk shall be the custodian of the public records of the city for all purposes. Any public record coming into the possession of any officer, official, employee, agent or servant of the city, shall be filed with the city clerk within seventy-two (24) hours of receipt or if the same falls upon a day that the city hall is not open for conduct of municipal business, then by noon of the first ensuing business day. All public records received by the city clerk shall have placed thereon an appropriate designation as to the time and date of receipt. Duplicates of any instruments or records of which the city clerk has the original need not be filed with the city clerk.

**SECTION 8. Removing or withholding from custodian.**

No person shall remove, conceal, withhold, retain or keep any public record from the lawful custody of the city clerk.

**SECTION 9. Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 10. Conflict.**

All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

**SECTION 11. Inclusion in the Code of Ordinances.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

**SECTION 12. Effective Date.**

This Ordinance shall take effect immediately upon final passage.

**PASSED FIRST READING** this \_\_\_ day of \_\_\_\_\_, 2021.

**PASSED SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2021.

ATTESTED:

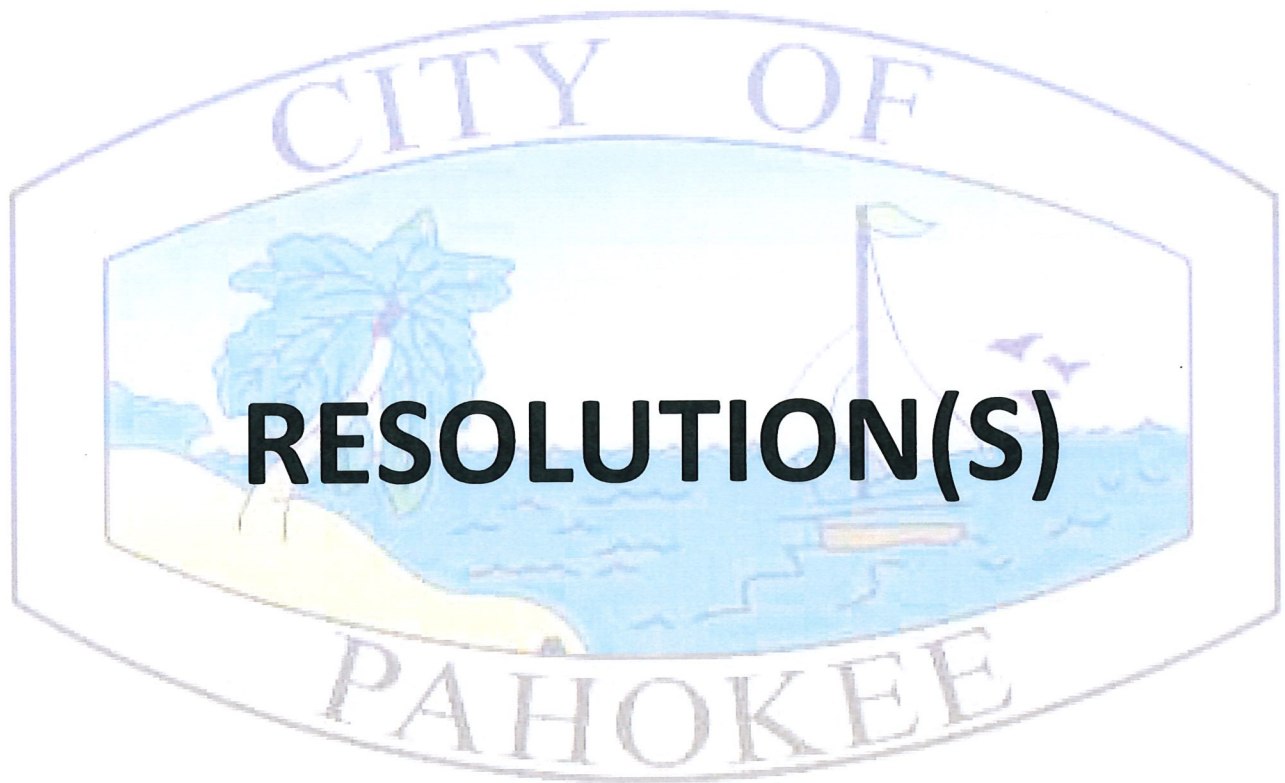
\_\_\_\_\_  
Tijauna Warner, City Clerk

\_\_\_\_\_  
Keith J. Babb, Jr., Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb \_\_\_\_\_  
Vice Mayor Bohlen \_\_\_\_\_  
Commissioner Murvin \_\_\_\_\_  
Commissioner Gonzalez \_\_\_\_\_  
Commissioner Perez \_\_\_\_\_



**RESOLUTION(S)**

**RESOLUTION 2021-17**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2021/2022 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for execution and implementation of a Community Development Block Grant ("CDBG") Program in certain areas of Palm Beach County, pursuant to Title 1 of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County made Fifty-Two Thousand and Fourteen Dollars (\$52,014.00) in CDBG funds available to the City of Pahokee to provide services to low or moderate income property owners within its municipal boundaries by funding code enforcement services to enforce applicable housing and building codes; and

WHEREAS, the City of Pahokee will utilize the aforementioned CBDG funds to cover, in whole or in part, the salary and benefits of a Code Compliance Clerk III for the period of October 1, 2021 to September 30, 2022, as set forth in the CBDG Agreement; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems that entering into this CBDG Agreement is in the best interest of the residents of the City.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA AS FOLLOWS:**

**Section 1.** Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

**Section 2.** Authorization of Mayor and City Administrator. The City Commission of the City of Pahokee, Florida hereby authorizes the Mayor and City Manager to enter into a CDBG Agreement for FY 2021/2022 between the City of

Pahokee and Palm Beach County for funding of Code Enforcement Services, attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

**Section 3.** Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

**PASSED** and **ADOPTED** this \_\_\_\_\_ day of August 2021

**ATTEST:**

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

\_\_\_\_\_  
Rodney D. Lucas, City Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Gary Brandenburg, P.A.  
City Attorney

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**VOTE:**

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

CDBG Agreement - FY 2021/2022

(ATTACHED)



**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND  
THE CITY OF PAHOKEE**

**THIS AGREEMENT**, with an effective date of October 1, 2021, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of Pahokee**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **207 Begonia Drive, Pahokee, FL 33476**.

**WHEREAS**, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, **Palm Beach County** made \$52,014 in CDBG funds available to the **City of Pahokee** to provide services to Low and Moderate Income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

**WHEREAS**, **Palm Beach County** and the **City of Pahokee** desire to provide the activities specified in this Agreement; and

**WHEREAS**, **Palm Beach County** desires to engage the **City of Pahokee** to implement such undertakings of the CDBG Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**
  - (A) "County" means Palm Beach County.
  - (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
  - (C) "DHED" means Palm Beach County Dept. of Housing & Economic Development.
  - (D) "Municipality" means the **City of Pahokee**
  - (E) "DHED Approval" means the written approval of the DHED Director or designee.
  - (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
  - (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.
  
2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Exhibit A of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low and Moderate Income Persons on an Area-Wide Basis**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Any legal action necessary to enforce this Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DHED, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Municipality's letterhead using the format in Exhibit "B", both Exhibits being attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to DHED. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FIFTY TWO THOUSAND AND FOURTEEN DOLLARS (\$52,014)** for the period of **October 1, 2021** through **September 30, 2022**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number **B-21-UC-12-0004**. The effective date shall be **October 1, 2021** and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by **September 30, 2022**.

8. **METHOD OF PAYMENT**

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for

payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to DHED proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality may furnish copies, if deemed satisfactory and acceptable by DHED.

Each request for reimbursement submitted by the Municipality shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to DHED for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports submitted by the Municipality and approved by DHED. Invoices will not be honored or approved if received by DHED later than forty-five (45) days after the expiration date of this Agreement.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

**(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DHED Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DHED. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and shall submit a revised cost allocation plan for approval by the DHED Director or designee within forty-five (45) days of said official notification.

**(B) FINANCIAL ACCOUNTABILITY**

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Municipality to fiscally manage the project in accordance with the requirements of this Agreement.

**(C) SUBCONTRACTS**

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DHED Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DHED and approved by DHED prior to execution of any subcontract hereunder. All subcontracts shall be subject to the requirements of this Agreement.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right under this Agreement to suspend or terminate payments, if after provided written notice, the Municipality does not comply with any additional conditions that may be imposed by DHED, the County or U.S. HUD at any time.

(G) **PRIOR WRITTEN APPROVALS - SUMMARY**

The following, among others, require the prior written approval of the DHED Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H) **PROGRAM-GENERATED INCOME**

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DHED on an annual basis.

Per 2 CFR 200.307(c), levies, fines, and other such revenues generated by code enforcement activities financed under this agreement are **not** program income.

The Municipality may request that program income be used to fund other eligible uses, subject to DHED approval, and provided that the Municipality is in compliance with its obligations, terms, and conditions as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). Furthermore, the Municipality agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income. Such income shall only be used to undertake the activities authorized by a written Agreement.

**The requirements of this Paragraph shall survive the expiration or early termination of this Agreement.**

**10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Municipality represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Municipality shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Municipality retaliate against any person for reporting instances of such discrimination. The Municipality shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Municipality understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Municipality shall include this language in its subcontracts.

**11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in its Annual Consolidated Plan approved by U.S. HUD.

**12. PROJECT BENEFICIARIES**

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than fifty one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in Municipalities participating in the County's Urban County Qualification Program. The Municipality shall provide written verification of compliance to DHED upon DHED's request.

**13. EVALUATION AND MONITORING**

The Municipality agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions.

**Due to the regulatory requirements, the performance requirements of this Agreement and as detailed in Exhibit "A" will be closely monitored by DHED. Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

Upon request, the Municipality agrees to furnish copies of transcriptions of such records and information as is determined necessary by DHED. The Municipality shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Municipality shall provide information as requested by DHED to enable DHED to complete reports required by the County or U.S. HUD. The Municipality shall allow DHED or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DHED or U.S. HUD.

**14. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DHED, U.S. HUD, or the Comptroller General of the United States may deem necessary, the Municipality shall make available to DHED, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

**15. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

**16. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration or early termination which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

17. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality at any time upon request by DHED. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. **INDEMNIFICATION**

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

19. **INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- **Additional Insured Endorsement:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- **Business Automobile Liability:** Municipality shall maintain insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- **Workers' Compensation:** Municipality shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

**20. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**21. CONFLICT OF INTEREST**

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DHED, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate Income residents of the project target area.

**22. CITIZEN PARTICIPATION**

The Municipality shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.



**23. RECOGNITION**

The Municipality shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Municipality shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Municipality will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

**24. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.
- (M) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

**25. REDUCTION IN FUNDING**

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

**26. TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

29. **PROJECT REPRESENTATIVE**

The Municipality must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Municipality in the performance of the work. Communication with the Municipality shall be through this Representative. The Municipality shall notify DHED immediately if the Project Representative is changed, identify the name of the new Representative, and the effective date of the change.

**30. INDEPENDENT AGENT AND EMPLOYEES**

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

**31. NO FORFEITURE**

The rights of the County or the Municipality under this Agreement shall be cumulative and failure on the part of the County or the Municipality to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

**32. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**33. DRUG - FREE WORKPLACE**

The Municipality shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

**34. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**35. EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

**36. SOURCE OF FUNDING**

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

**37. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any

other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**38. INCORPORATION BE REFERENCE**

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

**39. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Municipality: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Municipality shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Municipality is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Municipality further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Municipality does not transfer the records to the County.
- D. Upon completion of the Agreement the Municipality shall transfer, at no cost to the County, all public records in possession of the Municipality unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Municipality transfers all public records to the County upon completion of the Agreement, the Municipality shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Municipality keeps and maintains public records upon completion of the Agreement, the Municipality shall meet all applicable requirements for retaining public records. All records stored electronically by the Municipality must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Municipality to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Municipality acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.

40. **COUNTERPARTS OF THIS AGREEMENT**

This Agreement, which includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and will constitute one and the same instrument.

41. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MUNICIPAL SEAL BELOW)

THE CITY OF PAHOKEE

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

By: \_\_\_\_\_  
Tijauna Warner, City Clerk

By: \_\_\_\_\_  
Rodney Lucas, Interim City Manager

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PALM BEACH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida**

**for its BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jonathan B. Brown, Director  
Dept. of Housing & Economic Development

**Approved as to Form and  
Legal Sufficiency**

**Approved as to Terms and Conditions  
Department of Housing & Economic Development**

By: \_\_\_\_\_  
Howard Falcon III  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director

EXHIBIT "A"WORK PROGRAM NARRATIVE

## 1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the target area designated below. Specifically, CDBG funds will be used to cover all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of one (1) Code Enforcement Officer (hereinafter referred to as "Officer").
- B. **CODE ENFORCEMENT OFFICER:** As described above, the Municipality shall employ an Officer in connection with this Agreement. The Officer shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to DHED, the Municipality shall submit the following documents:

- Documentation demonstrating that the position of the Officer (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Officer's appointment to the position, and demonstrate that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
  - Documentation showing the annual or hourly salary paid for the position of the Officer.
  - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individual is entitled).
  - List of all paid holidays.
- C. **DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS**  
The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Pahokee must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City will submit, upon request, to DHED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.
- D. **REPORTS:** The Municipality shall maintain and submit to DHED the following reports:
- (1) **Daily Activity Record**, attached hereto as Exhibit "C", shall be submitted to DHED by the 15<sup>th</sup> day of each month, and shall document the actual number and description of the code enforcement activities performed. These activities shall be performed within the CDBG Target Area which is defined as all land with the legal boundaries of the Municipality.



- (2) **Detailed Monthly Narrative Report**, attached hereto as Exhibit "D", shall be submitted to DHED by the 15<sup>th</sup> day of each month, outlining the status of specific activities identified the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

- E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for all or partial salary and benefits under the CDBG Budget, attached hereto as Exhibit "E". Specifically, funds shall be used for all or partial salary and benefits (FICA, health/life insurance, Workman's Compensation and pension contributions) for the Clerk.

The budget, contained herein as Exhibit "E", reflects the estimated costs of the salary and benefits covered through this Agreement. The actual amounts requested for reimbursement may vary but the total amount reimbursed shall not exceed **\$52,014**.

- F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend, and request reimbursement from the County, of at least 75% (**\$39,010.50**) of the funding allocation no later than **July 10, 2022**; and
- (2) Expend the remainder of the funding allocation by **September 30, 2022**.

**This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED.**

**The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.**

**The Municipality further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality's compliance with the above.**

- G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 15<sup>th</sup> day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice and a cover sheet, attached hereto as Exhibit "B", which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a Daily Activity Record, attached hereto as Exhibit "C", shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:

- A copy of the daily time sheets which account for all time worked by the Clerk. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task

- Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (i.e., contribution to FICA, health insurance, retirement, etc.)
  - Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- H. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which result in HUD requiring repayment from the County.

**2. COUNTY RESPONSIBILITIES:**

- A. Reimburse the Municipality an amount not to exceed \$52,014 for all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of a Code Enforcement Officer as delineated in the budget below:

NOTE: DHED may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed \$52,014.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DHED on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

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EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: **Department of Housing & Economic Development**  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

FROM: **City of Pahokee**  
237 Begonia Drive  
Pahokee, FL 33476

Telephone: \_\_\_\_\_

SUBJECT: **INVOICE REIMBURSEMENT – R\_\_\_\_\_ - \_\_\_\_\_**

---

Attached you will find Invoice # \_\_\_\_\_ requesting reimbursement in the amount of \$ \_\_\_\_\_.  
The expenditures for this invoice cover the period from \_\_\_\_\_ through  
\_\_\_\_\_. You will also find attached supporting documentation relating to the  
expenditures involved.

\_\_\_\_\_  
Approved for Submission

\_\_\_\_\_  
Date



EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

**A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R \_\_\_\_\_ - \_\_\_\_\_ Month Covered: \_\_\_\_\_

Municipality: **City of Pahokee**

Address: 237 Begonia Drive  
Pahokee, FL 33476

Person Preparing Report: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

**Contract Effective Dates: October 1, 2021 to September 30, 2022**

**B.1. CONTRACT FUNDING**

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

**B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE**

All income earned by the Municipality from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Municipality if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

**B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:**

A. HIGHLIGHTS OF THE PERIOD:

B.            ACTIVITIES   #BENEFICIARIES   #BENEFICIARIES   CONTRACT GOAL  
                                 THIS PERIOD                                   YTD

C.            NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN  
OPERATION:

D.            PROBLEMS/CONSTRAINTS:

E.            TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

**EXHIBIT "E"**

ORGANIZATION: City of Pahoee		CONTACT NAME: Rodney Lucas										
PROGRAM: Code Compliance		TITLE: Interim City Manager										
FY 2021-22 PALM BEACH COUNTY CDBG		PHONE: 561-924-5534, Ext. 2000										
A. PERSONNEL EXPENSES												
Salaries:												
	FTE	Annual Salary	% Alloc. to Program	CDBG Funding	% Alloc. to Program	ESGP Funding	% Alloc. to Program	FAA Funding	% Alloc. to Program	Indirect County Funding	% Alloc. to Program	Other Funding (Please Specify)
	1	\$42,910.00	100%	\$42,910	100%	\$0		\$0		\$0		\$0
<b>Total Salaries</b>		<b>1</b>	<b>\$42,910.00</b>	<b>\$42,910</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>Fringe Benefits (Code Compl. Clerk III):</b>												
Health/Life Insurance				\$998		\$0		\$0		\$0		\$998
Retirement				\$3,154		\$0		\$0		\$0		\$3,154
Worker's Compensation				\$1,669		\$0		\$0		\$0		\$1,669
FICA				\$3,283		\$0		\$0		\$0		\$3,283
<b>Total Benefits (Code Compl. Clerk III):</b>				<b>\$9,104</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$9,104</b>
<b>Sub-Total Personnel</b>				<b>\$52,014</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$52,014</b>
<b>B. OPERATING COSTS</b>												
1: Professional Fees												
Audit Fees				\$0		\$0		\$0		\$0		\$0
Other				\$0		\$0		\$0		\$0		\$0
Other				\$0		\$0		\$0		\$0		\$0
2: Insurance				\$0		\$0		\$0		\$0		\$0
3: Supplies				\$0		\$0		\$0		\$0		\$0
4: Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0
<b>Subtotal Operating Costs</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>
<b>C. ADMINISTRATIVE COSTS</b>												
<b>TOTAL PROGRAM BUDGET</b>				<b>\$52,014</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$52,014</b>

## Gary Brandenburg

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**From:** City Clerk <cityclerk@cityofpahokee.com>  
**Sent:** Friday, August 20, 2021 8:23 AM  
**To:** Jongelene Adams  
**Cc:** Gary Brandenburg; Jaqueline Ramsay  
**Subject:** Access to City Website

Good Morning Ms. Adams,

Please provide me access to the City's website. The City's calendar, public notice, & minutes need to updated asap.

Thanks,

***Tijauna Warner, CMC***  
*City Clerk/Custodian of Public Records*  
207 Begonia Dr., Pahokee, FL 33476  
Tel (561) 924-5534 ext. 2006 / Fax (561) 924-8140  
[twarner@cityofpahokee.com](mailto:twarner@cityofpahokee.com)

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*"Watch your thoughts, THEY BECOME WORDS.*

*Watch your words, THEY BECOME ACTIONS.*

*Watch your actions, THEY BECOME HABITS.*

*Watch your habits, THEY BECOME CHARACTER.*

*WATCH YOUR CHARACTER, IT BECOMES YOUR DESTINY."*

*-Frank Outlaw*



## Gary Brandenburg

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**From:** Gary Brandenburg  
**Sent:** Thursday, August 19, 2021 6:42 PM  
**To:** Babb Keith Jr.  
**Cc:** Bohlen Regina; Perez Sara; Gonzalez Johnny; Clara Murvin  
**Subject:** Codes

Thank you for taking my call a few minutes ago.  
As we discussed, the city needs the codes sent to you by the  
City IT consultant.

If we do not receive them it will cost the City \$20,000. New  
consultants are scheduled to start the work 9AM tomorrow  
morning(Friday). Please help save the city this unnecessary  
expense.

Thank you  
Gary Brandenburg