



PALM BEACH COUNTY COMMISSION ON ETHICS

300 North Dixie Highway, Suite 450, West Palm Beach, Florida 33401

Hotline: 877-766-5920 or 561-355-1915

COMPLAINT FORM

1. Complainant

Name: Steven P. Cullen E-Mail: ethics@palmbeachcountyethics.com
Address: 300 N. Dixie Highway, Suite 450
City: West Palm Beach Zip Code: 33401
Phone No #: 561-355-1915

2. Respondent

Name: Angeleta Gray E-Mail: _____
Address: 219 SW 9th Street
City: Delray Beach Zip Code: 33444
Home #: _____ Work #: _____ Cell #: _____
Title/Office Held or Sought: City Commissioner (former)

3. IF KNOWN, CHECK THE BOX OR BOXES THAT APPLY

- ☒ Allegation is against person in County/Municipal Government
☐ Allegation is about County/Municipal Whistleblower Retaliation
☐ Allegation is against a Vendor, Lobbyist, or a Principal of a Lobbyist

4. STATEMENT OF FACTS ATTACHED

Exhibit 1 – Memorandum of Inquiry
Exhibit 2 – Affidavit
Exhibit 3 – Supporting Documentation

5. OATH

STATE OF FLORIDA
COUNTY OF PALM BEACH

Personally known to me and appeared before me, Steven P. Cullen, Executive Director of the Palm Beach County Commission on Ethics, whose signature appears below, being duly sworn, says that the allegations set forth in this complaint are based upon facts which have been sworn to as true by a material witness or witnesses and which if true would constitute the offenses alleged and that this complaint is instituted in good faith. Signed and sworn to on this 16th day of April, 2015.



GINA LEVESQUE
MY COMMISSION # EE 207356
EXPIRES: July 17, 2016
Bonded Thru Budget Notary Services

Steven P. Cullen, Executive Director

Gina Levesque
(Signature of Notary Public, State of Florida)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

As a self initiated complaint, this matter is now deemed as LEGALLY SUFFICIENT under Section 2-260(b)(2), Procedure on Complaints Filed, Legal sufficiency of complaints, of the PBC Commission on Ethics Ordinance.

PALM BEACH COUNTY COMMISSION ON ETHICS

MEMORANDUM

To: File
From: Gina A. Levesque, Intake Manager
Re: AN 14-014 – Angeleta Gray, City Commissioner – Delray Beach

This matter came to the attention of the Commission on Ethics (COE) via an email. The email was dated March 25, 2014, and originally sent to the State Attorney's Office and ultimately forwarded to the COE on April 11, 2014. The Complainant states that Former City of Delray Beach Commissioner, Angeleta Gray (Respondent), discussed and voted on a matter before the commission on December 10, 2013 regarding International Enterprise Development, Inc. (IED) after specifically stating that she did not have any disclosures or ex-parte communications. The Complainant also states that on March 18, 2014, Respondent disclosed a conflict and stated her intent to refrain from the discussion or vote regarding IED, but did not file a Form 8B, Memorandum of Voting Conflict (8B) for her recusal.

After reviewing the email, I reviewed the "agenda results" for the March 18, 2014 meeting posted on the Delray Beach website by the city clerk's office. The results posted regarding item 9.C. and 9.C.1. notes that Commissioner Gray filed a Conflict of Interest Form and also says POSTPONED. So that I could fully understand what happened at the meeting, I contacted Kim Wynn at the City Clerk's office, who said Commissioner Gray stated she had a conflict, but did not file a 8B form because the discussion and vote did not occur because there were only three (3) commissioners present for that meeting, which would prohibit said discussion and vote because there would be no quorum present without her participation.

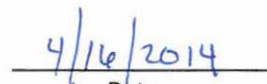
Therefore, since there was no discussion and vote, although Commissioner Gray announced a conflict, she was not required to file an 8B. At that point, I intended to complete a Memorandum of Inquiry to close the file. However, since the email also stated that Commissioner Gray participated in a discussion and voted on a matter concerning IED at the December 10, 2013 meeting, I realized there may have been a violation of the Code of Ethics if Commissioner Gray had a conflict at that time without making a disclosure.

The minutes for the December 10, 2013 meeting reflected that Commissioner Gray made one comment during the specific agenda item regarding IED, which had nothing to do with a conflict or disclosures or ex-parte communications. Since the minutes are a summary of the meeting, I watched the section of the video of the December 10, 2013 meeting concerning agenda item 9.A.A. Agreement for Consulting/Professional Services/International Enterprise Development. At 00:33:20 of the video, a discussion occurred regarding IED, and Commissioner Gray made some general comments about being in favor of the project and specifically mentioned knowing that IED has made several micro loans to small businesses, but never said anything about disclosures or ex-parte communications as stated in the email.

Therefore, I am forwarding the file to Mark Bannon, Senior Investigator, for additional investigation.

Submitted by:


Gina A. Levesque, Intake Manager
PB County Commission on Ethics


Date

PALM BEACH COUNTY COMMISSION ON ETHICS
MEMORANDUM OF INQUIRY

To: Steven P. Cullen, Executive Director
From: Mark E. Bannon, Senior Investigator
Re: AN 14-014 – Angeleta Gray and Alberta McCarthy, Delray Beach

• **Background**

This matter came to the Commission on Ethics (COE) by way of an email dated March 24, 2014. This email was initially sent to the PBC State Attorney's Office (SAO), and was forwarded to the COE on April 11, 2014. The email concerned certain alleged actions of Angeleta Gray, during the time she was a City Commissioner for the City of Delray Beach. The email alleged that during two (2) City Commission meetings, held on March 18, 2013 and December 10, 2013, the City Commission discussed the award of a \$50,000 contract for consulting and training services to a company known as, International Enterprise Development (IED), which employed Alberta McCarthy. The email alleged that Gray disclosed a conflict of interest with IED at the meeting on March 18, 2014, but that she had engaged in discussions concerning the same matter at the December 10, 2013 meeting without disclosing the alleged conflict of interest, and also voted for the contract to be awarded to IED.

The email was originally received by COE Intake Manager (IM) Gina Levesque, who reviewed the allegations contained in the email, and conducted an initial inquiry into the allegations made in the forwarded email. Her findings are published in a Memorandum which she submitted to the Inquiry file on April 16, 2014. During this initial inquiry, IM Levesque reviewed the minutes of the video recording of the City Commission meetings held on December 10, 2013. She also reviewed the "agenda results" and video recording of the meeting held on March 18, 2014.¹ All were obtained from the City's website (www.mydelraybeach.com).

During this review, IM Levesque was able to establish that Gray was present at both City Commission meetings. She also verified that at the December 10, 2013 meeting, the matter of awarding a contract for consulting/professional services to IED was listed as Item 9.A.A. on the agenda. IM Levesque found that during that meeting, Gray engaged in discussions concerning the proposed contract award, but did not disclose any conflict of interest or ex-parte communications at that time. The minutes of the meeting reflect that Gray also voted to approve the award of the contract to IED.

A review of the "agenda results" and video for the March 18, 2014 meeting by IM Levesque revealed that under regular agenda Item 9.C., the City Commission was scheduled to address rescinding the IED contract awarded in December 2013 due to a successful protest of the award filed by another bidder. Within the "notes" section of the agenda results were the words, "Commissioner Gray filed a conflict of interest form," and "Postponed." In contacting Kim Wynn at the City Clerk's Office, Manager Levesque was able to ascertain that Gray did disclose at that meeting that she had a conflict of interest in this matter, but did not file a Form 8B, because the matter was never brought to a vote based on the lack of a "quorum" without her participation.

On April 24, 2014, IM Levesque contacted SAO Investigator Pete Zampini about this matter asking for some additional information on the case. As listed below, COE staff was given a copy of the "Information" filed with the Clerk of Courts against both Angeleta Gray and Alberta McCarthy for criminal violations of the PBC Code of Ethics (§2-444, *Gift law*)², and Conspiracy. COE staff was also given copies of the probable cause affidavits, the

¹ During IM Levesque's initial review in April 2014, the "minutes" for the March 18, 2014 meeting were not yet available online.

² §2-444(a)(1), *Gift law*, of the PBC Code of Ethics makes it a violation of this section for any official or employee to accept a gift valued at greater than \$100 from any person or entity that is a vendor, lobbyist, principal or employer of a lobbyist, of the applicable government entity. Conversely, §2-444(a)(2), makes it a violation for any person who is a vendor, lobbyist or principal or employer of a lobbyist for this government

investigative report memorandum by Zampini, and supporting documentation. The case was then assigned to me for follow-up.

On May 12, 2014, the SAO forwarded the following documents to COE staff, which were submitted to the Inquiry File:

- **Documents received from SAO**

1. Cover letter from SAO Legal Affairs Unit dated May 12, 2014, advising that all public documents requested were enclosed, with redaction of specific items pursuant to state public records law. (1 page)
2. Copy of Information issued under case #2014mm005811AXXXSB to Angeleta Gray and Alberta McCarthy for violations of PBC Code of Ethics – Gift Law, and Conspiracy. (2 pages)
3. Copy of probable cause affidavits from SAO Investigator P. Zampini listing the basis in fact for criminal charges of PBC Code of Ethics violations under §2-444(a)(1), and §2-443(a)(2), *Gift law*, and violation of §777.04, *Conspiracy*, Florida Statutes, against Angeleta Gray and Alberta McCarthy (4 pages)
4. Copy of SAO Investigator Zampini's memorandum to Sgt. D. Conklin dated April 8, 2014, detailing the investigation conducted into allegations against Angeleta Gray and Alberta McCarthy. (6 pages)
5. Copy of check #162, written on the account of Alberta McCarthy to the "Business Loan Fund" for the amount of \$1201.92, and dated 11/5/13. (1 page)
6. Copy of information requested by SAO Investigator Zambini, and received from the Florida Commission on Ethics, concerning State of Florida Quarterly Gift Disclosure Forms (Form 9), which Gray had filed between 2010 and 2013, and various emails. (16 pages)
7. Copy of news article from the Palm Beach Post (unknown date), concerning Gray and a possible voting conflict and business loan. (2 pages)
8. Copy of Gray's Campaign Treasurer's Report Summary for the 2014 City Commission election. (22 pages)

- **Inquiry**

The information sent by the SAO supports the allegation that Angeleta Gray accepted a gift valued at \$1,201.92 from Alberta McCarthy on November 11, 2013. The gift was in the form of a check written from McCarthy's personal bank account and made payable to "Business Loan Fund." The funds were used as payment on an outstanding small business loan for Gray. However, at the time of the payment, IED was a bidder on the \$50,000 City contract for consulting and training services, and McCarthy was IED's Director of Training. Under §2-442, *Definitions*, of the Code of Ethics, a "Vendor" includes any person or entity who has a pending bid proposal to sell goods or services, and includes any owner, director, manager or employee. According to the information contained within the documents supplied by the SAO, the payment was made approximately one month before Gray voted to award IED the \$50,000 City contract on December 10, 2013. Additionally, both Gray and McCarthy were aware that the bid was open, that McCarthy was employed by IED, and that the award of the contract would be before the City Commission for a vote at sometime in the future.

Further, as a State reporting individual, Gray may have been obligated to file a State of Florida Quarterly Gift Disclosure Form (Form 9B) regarding this payment, by the end of the next quarter, and to send a copy of the gift disclosure to the COE, which means that if Gray was required to file a gift disclosure, she was required to do so by March 31, 2014. Pursuant to information received from Shirley Taylor of the Florida Commission on Ethics (Florida COE), as of April 2, 2014, a Form 9 regarding Gray as an elected public official was not on file with their office.

I contacted the Florida COE on April 7, 2015 to determine if a gift disclosure had yet been filed and spoke with Kerrie Stillman. At that time, Stillman advised that the only Form 9 that had ever been filed for Gray was filed on October 2, 2014 and listed a gift of tennis tickets valued at \$2,652.94 and parking passes valued at \$90, both of

entity to give such a gift to an official or employee of the government entity. §2-448, *Administration, enforcement and penalties*, also allows for the SAO to charge any willful violations of §2-444(a) as a 1st degree misdemeanors under §125.69, Florida Statutes.

which were received from the City of Delray Beach. Neither the Florida COE nor the Palm Beach County COE has a Form 9 for the payment of \$1,201.92 made in November 2013 on Gray's small business loan on file.

- **Applicable law**

The following sections of the PBC Commission on Ethics ordinance are relevant:

Section 2-254. Creation and jurisdiction.

The Palm Beach County Commission on Ethics (hereinafter "commission on ethics") is hereby established. The jurisdiction of the commission on ethics shall extend to *any person required to comply with the countywide code of ethics...* (Emphasis added)

Sec. 2-256. Applicability of code of ethics ordinance.

The countywide code of ethics ordinance shall be applicable to all persons and/or entities within the jurisdiction of said ordinance and shall apply to the members and staff of the commission on ethics.

Sec. 2-258. Powers and duties.

- (a) The commission on ethics shall be authorized to exercise such powers and shall be required to perform such duties as are hereinafter provided. The commission on ethics shall be empowered to review, interpret, render advisory opinions and enforce the:
- (1) Countywide Code of Ethics;

Sec. 2-260. Procedure on Complaints filed.

(b) *Legal sufficiency of complaints*

- (2) In order to be found legally sufficient, complaints filed by the Inspector General, Executive Director of the Commission on Ethics or the State Attorney must:
 - a. Be in writing, and executed on a form prescribed by the commission on ethics;
 - b. Allege the elements of a violation within the commission on ethics jurisdiction in the complaint and/or supporting documents provided;
 - c. Be sworn to by the person filing the complaint before a notary public and contain the following language: "Personally known to me and appeared before me, _____, whose signature appears below, being duly sworn, says that the allegations set forth in this complaint are based upon facts which have been sworn to as true by a material witness or witnesses and which if true would constitute the offenses alleged and that this complaint is instituted in good faith."

Sec. 2-260.8. Statute of limitations.

No action may be taken on a complaint filed more than two (2) years after the violation is alleged to have occurred unless a person, by fraud or other device, prevents discovery of the violation. Where the allegations are the subject of a personnel proceeding or where the complainant is required to exhaust his or her administrative remedies prior to filing a complaint, the statute of limitations shall be tolled until the termination of said personnel proceeding or the exhaustion of administrative remedies.

The following sections of the PBC Code of Ethics are relevant:

Sec. 2-442. Definitions

Official or employee means any official or employee of the county or the municipalities located within the county, whether paid or unpaid.

Vendor means **any person or entity who has a pending bid proposal, an offer or request to sell goods or services, sell or lease real or personal property, or who currently sells goods or services, or sells or leases real or personal property, to the county or municipality involved in the subject contract or transaction as**

applicable. For the purposes of this definition a **vendor entity includes an owner, director, manager or employee.** (Emphasis added)

Sec. 2-444. Gift law.

- (a)(1) No county commissioner, **member of a local governing body**, mayor or chief executive when not a member of the governing body, or employee, or any other person or business entity on his or her behalf, **shall knowingly solicit or accept directly or indirectly, any gift with a value of greater than one hundred dollars (\$100.00)** in the aggregate for the calendar year **from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor**, lobbyist or any principal or employer of a lobbyist who lobbies, sells or leases to the county or municipality as applicable.
- (2) No lobbyist, **vendor** or principal or employer of a lobbyist that lobbies the county or a municipality **shall knowingly give, directly or indirectly, any gift with a value greater than one hundred dollars (\$100)** in the aggregate for the calendar year to a person who the vendor, lobbyist, or principal **knows is an official or employee of that county or municipality**. For the purposes of this subsection 2-444(a)(2), **the term vendor also includes any person or entity that, because of the nature of their business, may respond to an invitation to bid, request for proposal or other procurement opportunity that has been published by the county or a municipality.**

As an elected official of the City of Delray Beach at all times relevant to this Inquiry, Angeleta Gray was within the reporting requirements of §112.3148, Florida Statutes. However, Gray is also under the jurisdiction of the PBC Code of Ethics since she was an elected Delray Beach City Commissioner after June 1, 2011.

No sworn complaint was filed in this matter, but the COE Executive Director has the authority to file a “self initiated” complaint where legal sufficiency exists. As stated below:

Legal sufficiency to file a self initiated complaint exists where there is an allegation of a violation of an ordinance within the jurisdiction of the Ethics Commission, purportedly committed by an individual within the authority of the Ethics Commission, based upon facts which have been sworn to as true by a material witness or witnesses, and if true would constitute the offenses alleged, relating to a violation occurring after the effective date of the code, and filed with the Ethics Commission within two years of the alleged violation.

Based on the information provided by the anonymous email and gathered from the SAO during this Inquiry, I prepared and submitted an affidavit to meet the legal sufficiency requirement that a complaint be “based upon facts which have been sworn to by a material witness or witnesses, and if true would constitute the offenses alleged.” This affidavit was also submitted to the Inquiry file.

- **Recommendation**

It is my recommendation that two (2) sworn complaints be filed by the COE Executive Director based on the evidence obtained during the Inquiry, and in order to ensure that this matter is presented to the COE within the two-year *Statute of limitations* as required by §2-260.8 of the PBC Commission on Ethics Ordinance.

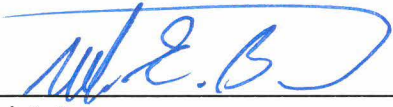
The first sworn complaint should be filed against Angeleta Gray for violation of §2-444(1)(a), *Gift law*, for accepting a gift of greater than \$100 from a person she knew, or should have known with the exercise of reasonable care, was the employee of a bidder to a City contract, making her a “vendor” of the City of Delray Beach under the Code of Ethics, while Gray was an elected City Commissioner in November 2013.

The second sworn complaint should be filed against Alberta McCarthy for violation of §2-444(1)(b), *Gift law*, for providing a gift valued at greater than \$100 to Gray in November 2013 while Gray was a Delray Beach City

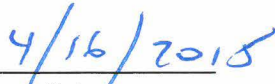
Commissioner and while McCarthy was employed by a company who had an open bid for contracted services with the City in November 2013.

Once the self initiated complaints are filed in this manner, they will be deemed as **LEGALLY SUFFICIENT** under §2-260(b)(2), *Procedure on Complaints Filed, Legal sufficiency of complaints*, of the PBC Commission on Ethics Ordinance, and the statute of limitations issue will no longer be applicable.

Submitted by:



Mark E. Bannon
PB County Commission on Ethics



Date

Reviewed by:



(Initials)



Date

PALM BEACH COUNTY COMMISSION ON ETHICS
AFFIDAVIT

To: Steven P. Cullen, Executive Director
From: Mark E. Bannon, Senior Investigator
Re: AN 14-014 – Angeleta Gray and Alberta McCarthy

• **Facts**

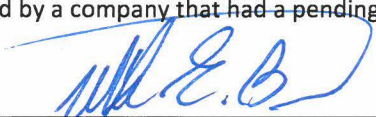
COE staff received copies of various documents from the Office of the State Attorney (SAO), including an "Information" charging Angeleta Gray and Alberta McCarthy with violations of §2-444(1)(a) and (b), *Gift law*, of the PBC Code of Ethics, as well as a "Probable Cause Affidavit" sworn to by SAO Investigator Pete Zampini, and other documentary evidence in support of the charges.

The Probable Cause Affidavit stated that in November 2013, while Angeleta Gray was an elected Delray Beach City Commissioner, Alberta McCarthy, an employee of International Enterprise Development (IED), a company that had an outstanding bid for contractual services with the City valued at \$50,000, paid \$1,201.92 to the "Business Loan Fund" toward an outstanding small business loan for Gray. During interviews with Gray and McCarthy, both stated that they were aware that the contractual services bid for the City was open, that Gray was a City Commissioner, that McCarthy was employed by IED who was a bidder on this contract, that the award of the contract would have to be voted on by the City Commission, and that the contract was awarded by the City to IED approximately one month after the payment was made by McCarthy, with Gray voting to award this contract to IED.

The acceptance by Gray of the payment by McCarthy of \$1,208.92 on Gray's small business loan is a gift under §2-444, *Gift law*, of the PBC Code of Ethics, which says under §2-444(g) in relevant portion; "For the purposes of this section, 'gift' shall refer to the transfer of anything of economic value whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration." Further, §2-444(1)(a) prohibits the acceptance of any gift valued at more than \$100 from any person or entity who is a vendor of the City. The term "vendor" is defined within §2-442, *Definitions*, of the Code of Ethics to mean; "any person or entity who has a pending bid proposal, an offer or request to sell goods or services....or who currently sells goods or services,...to the county or municipality involved in the subject contract or transaction as applicable."

Therefore, substantial relevant evidence exists to show that Angeleta Gray, while a sitting Delray Beach City Commissioner in November 2013, accepted an indirect prohibited gift under this section, because the gift of payment to her small business loan by McCarthy was valued at more than \$100 and came from a person employed by a company with an outstanding bid proposal for a City contract.

Further, there is substantial relevant evidence to show that Alberta McCarthy has violated §2-444(1)(b), *Gift law*, of the PBC Code of Ethics by giving a gift valued at greater than \$100 to a sitting City Commissioner while employed by a company that had a pending bid proposal for contracted services with that City.

By: 
Mark E. Bannon, Senior Investigator
PBC Commission on Ethics

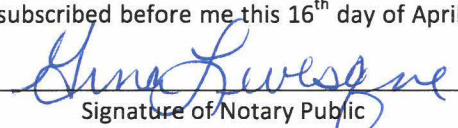
4/16/2015
DATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 16th day of April, 2015 by Mark E. Bannon, who is personally known to me.



GINA LEVESQUE
MY COMMISSION # EE 207356
EXPIRES: July 17, 2016
Bonded Thru Budget Notary Services


Signature of Notary Public

SPECIAL/WORKSHOP MEETING
APRIL 9, 2013

A Special/Workshop Meeting of the City Commission of the City of Delray Beach, Florida, was called to order by Mayor Cary Glickstein in the Commission Chambers at City Hall at 6:00 p.m., on Tuesday, April 9, 2013.

Roll call showed:

Present - Commissioner Shelly Petrolia
Commissioner Alson Jacquet
Commissioner Adam Frankel
Commissioner Angeleta E. Gray
Mayor Cary Glickstein

Absent - None

Also present were - Louie Chapman, Jr., City Manager
Brian Shutt, City Attorney
Chevelle D. Nubin, City Clerk

Mayor Glickstein called the Special/Workshop meeting to order and announced that it had been called for the purpose of considering the following Items. However, before discussion began on the items, Mayor Glickstein brought up for discussion the Local Rules in regards to public comments for Special Meetings. It was the consensus of Commission to allow public comment on special meeting items. The City Attorney will bring the Local Rules back with this change for Commission approval at either the April 16, 2013 or May 7, 2013 Regular Meeting.

SPECIAL MEETING AGENDA

Mayor Glickstein opened the meeting for public comment on the special meeting items.

Public: Henry Handler, on behalf of All Florida Solutions, Inc., stated it has been a pleasure to serve as the city's lobbyist both before the legislature and executive branch in Tallahassee from December to this month. He stated noting the incidents of the last week or so they have tendered their resignation to not create any awkwardness or potential distractions. Mr. Handler stated it has been a real pleasure to work with Mr. Doug Smith and Mr. Richard Reade; and thanked the Commission.

Mayor Glickstein then closed public comments as there were no other speakers.

1. **AGREEMENT: WEISS HANDLER/ALL FLORIDA SOLUTIONS, INC.:** Provide direction regarding an agreement with Weiss Handler/All Florida Solutions, Inc., for state lobbying services.

Mayor Glickstein stated much has changed since the last meeting and reiterated that he does not have any problems with any review of our city's operations and the city will be doing a lot more of that themselves. He stated Commission has received a letter from Senator Abruzzo stating he was moving forward with the audit of the CRA.

He then discussed the resignation, the state audit of the Community Redevelopment Agency (CRA), asked several questions regarding the personal services contract and mentioned the public records request requested by the Commission.

He stated the Commission must decide whether to accept the resignation and stated he reached out to Senator Sachs and Representative Hager to determine if there are any issues that may be impacted by our city not having a lobbyist at this time. He also spoke to Mr. Rich Reade who advised that terminating the agreement would have no impact at all on pending legislation and Mr. Reade is present tonight for questions.

Mrs. Gray asked if the contract went out for an RFP and how many quotes were received. She asked if there was anything legally wrong with the way the Commission proceeded with this agreement.

Discussion ensued amongst the Commission.

Mr. Jacquet moved to accept the termination request to be effective immediately, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes. Said motion passed with a 5 to 0 vote.

2. **AGREEMENT: LYLE SUMEK ASSOCIATES, INC.:** Approve an Agreement with Lyle Sumek Associates, Inc. in an amount not to exceed \$15,000.00 to perform facilitation services and a review and update of the City's Strategic Plan. Funding is available from 001-111-511-31.90 (General Fund: Professional Services/Other Professional Services).

Mr. Brian Shutt, City Attorney, stated there is a revised insurance provision for this item on the dais and provided highlights of the agreement.

Mr. Doug Smith, Assistant City Manager, discussed the pricing and format of the goal setting session.

Mr. Frankel provided an overview of the Commission's goal setting.

Mr. Jacquet questioned the hourly rate, the "not to exceed" amount and suggested that there be a set rate and a shorter session. In addition, he asked about the Department Head goal setting and stated he supports going forward.

Mrs. Petrolia also questioned the \$200 per hour rate and asked what that entails.

Mrs. Gray moved to approve the agreement with the revised insurance provision, seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes. Said motion passed with a 5 to 0 vote.

3. **RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT/ INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF):** Consider ratification of the Collective Bargaining Agreement with the Professional Firefighters & Paramedics, Local 2928, IAFF.

Mr. Bruce Koeser, Human Resources Director, presented this item.

Mr. Louie Chapman, City Manager, stated this is similar to what was done for the Police Department and recommended Commission approval.

Mr. Frankel stated staff did a great job.

Mrs. Gray stated staff did a great job.

Mr. Jacquet also thanked staff.

Mr. Jacquet moved to ratify the agreement with the Professional Firefighters & Paramedics, Local 2928, IAFF, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes. Said motion passed with a 5 to 0 vote.

Mayor Glickstein adjourned the Special Meeting at 6:51 p.m.

WORKSHOP MEETING AGENDA

1. West Atlantic Redevelopment Coalition (WARC) Presentation

Mr. Reginald Cox, Chairman of the West Atlantic Redevelopment Coalition (WARC), introduced board members of WARC who were present and conducted a PowerPoint presentation highlighting the origin of WARC from 1985 to 2013. He stated WARC began out of a community visioning process and was created by the Community Redevelopment Agency (CRA) in March 1996. He provided background information and referenced the 501(c)(3) status, cluster study and the Memorandum of Understanding (MOU) between WARC and the CRA. He provided recommendations to the Commission to assist WARC.

Mr. Frankel stated it was great presentation and questioned some information that had been brought to his attention i.e. grocery and drug stores, movie theater and law firm. He asked Mr. Cox if he was aware of anyone being turned away.

Mrs. Gray stated that Mr. Frankel is correct regarding a developer being turned down and clarified that WARC did not turn anyone away. She stated it was the CRA that turned the developer away.

Mr. Jacquet thanked Mr. Cox for the work that WARC does and stated he applauds them.

Mrs. Petrolia thanked Mr. Cox for the presentation and stated West Atlantic is a gateway for the city. She stated she looks to WARC for guidance as to what should be accomplished on West Atlantic.

Mayor Glickstein asked if WARC feels they have a good working relationship with the CRA and asked why this has not been resolved in 2013 is a gaping hole in this town. He stated he does not know how the city can talk about success without this being completed. Mayor Glickstein stated it will take “out of the box” creativity and thinking for not only West Atlantic but as a template for other areas that are challenged as well because of site configurations. He stated he looks forward to working with WARC and appreciates the presentation. He stated it is incredibly important for WARC and the CRA to be in lock step.

Mr. Jeff Costello, Assistant Executive Director/CRA, discussed what has been accomplished thus far, the MOU and developers.

Mayor Glickstein asked if the Request for Proposal (RFP) has gone out yet.

Discussion continued between the Commission, Mr. Cox and Mr. Costello.

It was the consensus of the Commission that the CRA provide a report to Commission regarding the RFP and the ability to add the other property subject to the title issue.

2. **Discussion Regarding the Beach Cabana Equipment Rental Concession Contract**

Mrs. Petrolia stated she wanted to bring up that this was a contract that was not put before the Commission and it was renewed by the previous city manager and discussed proposals that were received. She stated this should have been revisited with an RFP and stated this particular contract allows us to go back and take a look at this with a thirty (30) day release with no cause required. She stated this was very concerning not only for herself but others.

Mrs. Gray stated she is trying to figure out why we are continuing to go back on contracts that have already been voted on and discussed automatic renewals.

Mrs. Petrolia reiterated that this was not brought before Commission.

Mrs. Gray asked if the City Manager had the right to renew the agreement.

Mr. Shutt discussed the language in the contract and the renewal.

Mr. Frankel stated he has been here the entire time and asked if there have been any complaints regarding the vendor.

Mr. James Scala, Ocean Rescue Superintendent, stated he has received complaints and they are always remedied.

Mr. Frankel stated it is his memory that Mr. Harden's renewal of the contract was brought to the Commission and it was unanimous of the Commission at that time to go ahead with the renewal.

Mrs. Petrolia stated the question on the table is not whether the beach vendor is doing his job her concern is that the people did not get a chance to have a bid process. There has been no transparency with things like that and stated she believes we did not go through the process that we should have.

Mr. Frankel stated this was a contentious bid three (3) years ago and provided an overview. He stated every contract needs to be looked at because you cannot do just one and it is a dangerous precedent when it was unanimous decision to grant a contract to open it back up. He stated going forward he respects that.

Mayor Glickstein stated he spoke with the City Manager and the procurement process is a disaster. He stated all of these things are integral parts to bidding a personal services contract and the beauty of an RFP is that you can focus in on what you are looking for and what your expectations are. He stated regardless of whether the current vendor is doing a good job, we have had the same vendor since 2009 and continued to discuss the renewal. He stated there is no harm to going out to see if the city can do better.

Mr. Shutt stated it is up to the Commission.

Mr. Frankel stated to not honor a contract that was legally entered into is bad perception.

Mayor Glickstein stated the city has not done a good job in protecting taxpayer money and stated automatic renewals are terrible and feels procurement is not done correctly or consistently.

Mrs. Gray stated she is not interested at this point in sending this out. She stated she is interested in looking at things in the future. She stated it is bad business to not honor things the previous Commission has put in place.

Commission discussion continued regarding this topic.

Mr. Jacquet stated this is an interesting position to be in. He stated he loves our beach and the current vendor does a remarkable job. He stated he agrees that in 2009 the Commission decided to award the contract to the current vendor. Mr. Jacquet stated it was up for renewal and agrees that the Commission wants to eliminate automatic renewals. He stated his vote has always been to put things out in the open and see what we can get. He stated he agrees with Mr. Frankel that all other contracts need to be looked at if we are going to do this one. Mr. Jacquet referenced the language of the contract and asked the City Attorney if contracts would normally say "City Manager" if it is to be renewed by the City Manager. He stated when it says "the city" then that is the elected body. He stated he does not know if this contract was ratified by the Commission. He stated he has faith in the vendor and they have done great work. However, in the interest of doing things better and not having automatic renewals, he stated all contracts should be looked at and treated the same. Mr. Jacquet stated no longer will staff unilaterally make a decision that is to be reserved for the elected body.

Mr. Chapman stated the procurement procedures are woefully behind- they were drafted in the 1980's and have not been reviewed. He discussed the advantages to renewing some contracts. He stated once some staffing issues are resolved in the Finance Department, staff will take a comprehensive review.

Mayor Glickstein stated this is a bit of a nuance because it is a revenue generator. He stated the bid process is important because it is educational and requires dialogue. He stated price, service and scope of work are components of the process.

Mr. Shutt stated it is his understanding that Commission is not giving any direction to terminate. Therefore, everything will continue on as the current agreement provides. He stated it may take some time to develop an RFP and suggested that the RFP come back before Commission for review, comment and direction.

Commission discussed having a workshop to discuss the city's contracts after the new policy is in place.

It was consensus of the Commission to develop an RFP for the beach cabana contract, also to identify all other revenue generating contracts and look at some kind of matrix that identifies when those contracts expire and if any have thirty (30) day termination clauses that will allow for a similar RFP process.

3. Discussion regarding Economic Development

Mr. Vin Nolan, Economic Development Director, presented this item stating it had emanated from dialogue with the Mayor and City Manager. He discussed his role as far as what he is involved in and what he can get involved in. He stated there are two critical items: economic development prospects as they come through the pipeline and business development in general in terms of interacting with the business community; and his role in trying to triage problems as they come up. He reiterated discretion and confidentiality regarding development prospects as well as the process for handling these. He asked Commission to refer possible prospects or business owners to him.

Mr. Frankel thanked Mr. Nolan and stated he does a good job.

Mrs. Gray asked about the status of Mr. Nolan coming into City Hall.

Mr. Chapman stated there should be an economic development presence in City Hall and discussed what staff is working on.

Mr. Nolan discussed his functional role at the CRA.

Mrs. Petrolia stated she enjoyed meeting with Mr. Nolan and it would be wonderful to have him here.

Mr. Jacquet stated that he and Mr. Nolan have spoken a number of times and he appreciates what he does. He stated Mr. Nolan does a good job. He concurred with Mrs. Gray and Mr. Chapman.

Mayor Glickstein discussed confidentiality and stated he is comfortable with this. Secondly, he stated as far as Mr. Nolan being the "go to" person, this will be a great practice to funnel those kinds of conversations.

Mrs. Gray asked about more help being needed for economic development.

Mr. Nolan stated he discussed this with Mr. Chapman during Commission's Goal Setting. He stated by developing a strategic plan for economic development for Delray Beach, a lot of questions will be answered regarding appropriate staffing, processes to follow and action plans to follow through on.

Mr. Chapman stated he will put together an internal team to meet weekly and debrief each other on where things are. He stated economic development comes in bits and pieces.

Mayor Glickstein reiterated to not lose sight for the need of the strategic plan and thanked Mr. Nolan for the presentation.

4. **Request for Proposals (RFP) for Federal Legislative & Executive Lobbying Services and a Discussion of Federal Legislative Priorities**

Mr. Richard Reade, Public Information/Sustainability Officer, stated he was following up on questions from the last Commission meeting regarding the number of respondents. He stated there was a request to look at other communities that we considered when preparing the RFP and stated a comparison chart outlining this was provided to Commission on yesterday. The cities and counties staff looked at were Fort Lauderdale, Tallahassee, Broward County and Orange County who are all well established in the lobbying business. He referenced an email received by the Mayor from Mr. Petersen who was at the meeting last week. Mr. Reade discussed the comparison chart in regards to the responses for the RFP as well as the four (4) main identified priority areas.

The City Manager reiterated that the base question was should we engage a federal lobbyist-are there issues that rise to the level that we believe we should have a federal lobbyist.

Mrs. Gray stated that she was in full support of going for both a federal and state lobbyist but with rethinking and looking at the cost the city will have to think about this differently. She stated she has called some of the legislators and stated it is difficult and everything now is turning towards grants. She stated perhaps there should be more grant writing for the issues we are looking at i.e. healthcare, energy, and beach renourishment. Mrs. Gray stated we are looking at \$5,000 to \$10,000 per month and still may not address some of our issues or concerns.

Mr. Chapman stated in Mr. Petersen's letter one of the things that shined through was he pointed out that earmarks are gone now and recommended that the city relationship build with the legislators. He discussed sober houses and stated we have to convene a majority of members of the congress that there are things that are happening in in Delray Beach that merit changing a national law. He stated this also represents an unbudgeted item. He stated we need to build into the budgeting process that we want a federal lobbyist and not to add these things off of the budgeting cycle. He stated there can be some benefits to relationship building as well and get our congressional delegation familiar with the things that are important to us and they look for opportunity to introduce those things to the legislative process.

Mr. Jacquet discussed the cost and stated it is kind of steep and is not budgeted. The thought of lobbying for the city as elected officials was something he expressed during his running for election regarding his experience of having been chief of staff for a state representative for three (3) years and stated the city can use his relationship to lobby for certain issues. These are people he worked with in Tallahassee and here. He stated if we have a legislative or town hall meeting with the legislators when they are not in session in Washington, D.C. or Tallahassee it could be beneficial to us to lobby them directly and could go much further than hiring a firm for \$5000-\$10,000 a month. Mr. Jacquet asked why are the lobbying contracts not under the City Attorney.

The City Attorney stated in the past it was handled by the City Manager's office. He stated a lot of the lobbying firms are attorneys. Mr. Chapman stated traditionally the lobbyists have been done out of the Manager's office but the City Attorney could handle it as well.

Mr. Shutt stated they do have input and work on the agreements as well. He stated it is up to the Commission.

Mr. Jacquet reiterated that this would be most efficient and a better way of handling the lobbying firms with this under the City Attorney and have him dealing directly with the lobbying firms. This might be a better practice and business for the city.

Mr. Frankel stated in his four years to date the biggest issue this city faces all revolve around transient housing. He stated this problem cannot be curtailed on a local or state level. This is a federal issue so he is in favor of having a federal lobbyist. He stated this is the number one issue. He stated while he recognizes the cost and expense this would be service to our residents to go forward with a federal lobbyist for this issue. He stated he would like to see the RFP cleaned up and to go forward.

Mrs. Gray stated on the state level and where we are now with transient housing it seems we do we have support in the Senate and asked if we have support in the House.

Mr. Shutt stated with the House we are trying to get on as an add-on to another bill for a committee meeting on Tuesday. He stated our lobbyist there has done a great job and they are in contact with him every other day.

Mr. Jacquet discussed the process as far as bills with the Senate and the House.

Mrs. Gray asked are there going to be enough Congressmen that have similar issues to Delray Beach to even move it to a bill-will it be a priority.

Mayor Glickstein stated in speaking with Mr. McCann today he did not sound optimistic. He stated he agrees with Mr. Frankel regarding transient housing and stated we are dealing with this problem in a way that most states have not even heard about it.

He discussed the practical reality of changing the Americans with Disabilities Act (ADA). Mayor Glickstein stated he does not see how we are in a position to pay a lobbyist this or how we get much accomplished now.

Mr. Chapman discussed residents, how they want the city to do something about transient housing and the law regarding this.

Mayor Glickstein asked the City Attorney what is needed of the Commission tonight.

Mr. Shutt stated the item will be brought back as a Consent Agenda item to reject all bids and nothing else will be sent out.

Mayor Glickstein adjourned the Workshop Meeting at 9:48 p.m.


City Clerk

ATTEST:


MAYOR

The undersigned is the City Clerk of the City of Delray Beach, Florida, and the information provided herein is the Minutes of the Workshop Meeting of the City Commission held on Tuesday, April 9, 2013, which Minutes were formally approved and adopted by the City Commission on May 7, 2013.


City Clerk

NOTE TO READER: If the Minutes you have received are not completed as indicated above, this means they are not the official Minutes of the City Commission. They will become the official Minutes only after review and approval, which may involve amendments, additions or deletions to the Minutes as set forth above.

DECEMBER 10, 2013

A Regular Meeting of the City Commission of the City of Delray Beach, Florida, was called to order by Mayor Cary Glickstein in the Commission Chambers at City Hall at 6:00 p.m., Tuesday, December 10, 2013.

1. Roll call showed:

Present - Commissioner Shelly Petrolia
Commissioner Alson Jacquet (arrived at 6:04 p.m.)
Commissioner Adam Frankel
Commissioner Angeleta E. Gray
Mayor Cary Glickstein

Absent - None

Also present were - Louie Chapman, Jr., City Manager
Brian Shutt, City Attorney
Chevelle D. Nubin, City Clerk

2. The opening prayer was delivered by Mayor Glickstein.

3. The Pledge of Allegiance to the flag of the United States of America was given.

4. **APPROVAL OF MINUTES:**

Mrs. Gray moved to approve the Minutes of September 10, 2013 Workshop Meeting, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes. Said motion passed with a 5 to 0 vote.

Mr. Frankel moved to approve the Minutes of the Regular Meeting of October 15, 2013, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes. Said motion passed with a 5 to 0 vote.

Mrs. Gray moved to approve Minutes of the Regular Meeting of November 5, 2013, seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes. Said motion passed with a 5 to 0 vote.

5. PRESENTATIONS:

5.A. Recognizing and commending Nancy K. Hurd for her multitudinous contributions

Mayor Glickstein read and presented a proclamation hereby recognizing Nancy Hurd for her multitudinous contributions to the children of the city.

5.A.1. RESOLUTION NO. 60-13: Approve Resolution No. 60-13; provide authorization to name the east-west public alley located between Lake Ida Road and N.W. 4th Street "*Nancy's-Way*", as requested by the Board of Directors of the Achievement Center for Children and Families (ACCF).

The caption of Resolution No. 60-13 is as follows:

A RESOLUTION OF THE COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, NAMING THE EAST-WEST PUBLIC ALLEY BETWEEN LAKE IDA ROAD AND NW 4TH STREET "NANCY'S WAY"; PROVIDING FOR AN EFFECTIVE DATE.

(The official copy of Resolution No. 60-13 is on file in the City Clerk's office.)

Mr. Frankel moved to approve Resolution No. 60-13, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes. Said motion passed with a 5 to 0 vote.

At this point, Nancy's staff came forward and thanked the City Commission for granting their request. In addition, Nancy Hurd gave a few brief comments.

At this point, the Commission moved to **Comments and Inquiries on Agenda and Non-Agenda Items from the City Manager and the Public.**

6.A. City Manager's response to prior public comments and inquiries.

With regard to an inquiry about the status of the Waste Management case, the City Manager stated the City is scheduled for trial in February 2014 and the City has expended to date approximately \$45,000.

Secondly, with regard to an inquiry about 1201/1205 Bond Way and Federal Highway, the City Manager stated both properties have been acquired by Grape Vine House, LLC and the second floor space has been converted to office space housing

business offices servicing clients in recovery; for individual and group therapy. He stated the space that once contained a consignment store has been converted into an office also.

The City Manager stated the City changed the look of its water bill but the net affect bill bottom line remains the same; some of the sub-costs that were associated with the production of water have been broken out.

The City Manager stated the City has opted not to continue with joining in the Governor's Amicus Brief regarding the National Flood Insurance. Today, the City Manager stated the following states have filed Amicus Briefs: Florida, Alabama, Massachusetts, South Carolina and Louisiana. The City Manager stated the City has discussed the possibility of filing a resolution in support of the State's involvement.

With regard to Commissioner Gray's concern about House Bill 141 and Senate Bill 417 pertaining to the Florida Enterprise Zone Act, the City Manager stated 12,000 Senate versions of the Bill are proposed to postpone and repeal the actions so the Act would extend it from December 31, 2015 to 2025.

With regard to the advertising on trolleys, the grants allow the City to consider it; however, pursuant to the LDRs it is currently not allowed.

The City Manager commented about Senate Bill 342 and 309. He stated the state currently pre-empts the issue of the smoking regulation. Therefore, the City Manager stated staff suggests that a resolution to show the City's support of the proposed legislation would be appropriate for the City Commission to act on.

Lastly, the City Manager stated the Engineering Department plans to do traffic counts on George Bush Boulevard.

6.B. From the Public.

6.B.1. Dr. Victor Kirson, D.D.S., 2050 Alta Meadows Lane #2110, Delray Beach, FL 33444 (President of the Board of Directors of Tierra Verde at Delray Beach and Member of the Alliance), briefly spoke about the numerous vacant positions in the city and suggested anger management classes.

6.B.2. Josh Smith, 3616 Avenue De Gien, Delray Beach, FL 33483, briefly spoke about the Atlantic Crossing development project and referenced an email he sent to the City Commission about the developer not inviting any local businesses from the black community to participate. Mr. Smith read a brief statement into the record.

6.B.3. Pauline Moody, 609 S.W. 8th Avenue, Delray Beach, FL 33444, thanked the City Manager for his comments regarding the Waste Management contract.

Secondly, Ms. Moody commented about people coming to the Commission meetings making everything about black and white. She stated she is giving back to the community by helping to clean up around the city.

6.B.4. Sylvia Gillion, 2146 SW 13th Street, Delray Beach, FL 33445, expressed concern that she does not want the City of Delray Beach or anyone else to get a misunderstanding that Delray Mothers Against Violence has anything to do with the political campaign for Ms. Brinson.

Secondly, Ms. Gillion stated for their event they need speakers with an amplifier and a microphone and asked what is required of them to have this event take place as it did in January 2013. Ms. Gillion stated they would like the walk to start in the back of City Hall to walk the back way through the community. She asked what they need to do in order to get this noise waiver and to get the support from the city regarding this matter.

6.B.5. Mary Alford, 31 N.W. 14th Avenue, Delray Beach, FL 33444, thanked the City Commission for responding to their request for the street fixing at Martin Luther King Street and NW 12th Avenue.

Secondly, Ms. Alford thanked Mayor Glickstein for the prayer this evening.

Mrs. Gray stated staff will get back to Ms. Gillion regarding the noise waiver.

Mr. Jacquet thanked Mrs. Alford for taking the time to speak at the City Commission meeting and thanked staff for responding to her so quickly.

7. AGENDA APPROVAL.

The City Manager requested that **Item 8.O.3 through 8.O.7.** be removed from the Consent Agenda.

Mr. Frankel stated he received an email from the City Clerk at 4:32 p.m. today regarding Mr. Newman's letter about the plat approval for 1001 Hibiscus Lane and noted he did not have the opportunity to go through it. The rest of the Commission stated that they too have not had the opportunity to review.

The City Attorney suggested that the Commission discuss this when they actually get to **Item 9.B. (Final Subdivision Plat Approval and Waiver Request for 1001 Hibiscus Lane Plat)** since it is a Quasi-Judicial Hearing and make their determination at that time.

Mrs. Petrolia requested that **Item 8.J., Agreement for Consulting/Professional Services/International Enterprise Development** be moved from the Consent Agenda to the Regular Agenda as **Item 9.A.A.**

Mrs. Gray moved to approve the Agenda as amended, seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes. Said motion passed with a 5 to 0 vote.

8. **CONSENT AGENDA:** City Manager Recommends Approval.

8.A. **RESOLUTION NO. 57-13 (TAX EXEMPTION REQUEST FOR ELIGIBLE IMPROVEMENTS/65 PALM SQUARE):** Approve a tax exemption request for eligible improvements to the property located at 65 Palm Square within the Marina Historic District; and approve Resolution No. 57-13.

The caption of Resolution No. 57-13 is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION TO PATTON INVESTMENT, LLC. FOR THE HISTORIC REHABILITATION OF THE PROPERTY LOCATED AT 65 PALM SQUARE, AS FURTHER DESCRIBED HEREIN; DETERMINING THAT THE COMPLETED IMPROVEMENTS ARE CONSISTENT WITH LAND DEVELOPMENT REGULATION (LDR) SECTION 4.5.1(J); PROVIDING AN EFFECTIVE DATE.

(The official copy of Resolution No. 57-13 is on file in the City Clerk's office.)

8.B. **FINAL SUBDIVISION PLAT APPROVAL/DELRAY VILLAGE SHOPPES (f/k/a LINTCO DEVELOPMENT):** Approve a final plat for a new shopping center development to be platted as Delray Village Shoppes (f/k/a Lintco Development) located on the north side of Linton Boulevard, west of S.W. 4th Avenue.

8.C. **REQUEST FOR SIDEWALK EASEMENT AND SIDEWALK DEFERRAL AGREEMENTS/1108 NORTH VISTA DEL MAR DRIVE:** Approve acceptance of a sidewalk easement and sidewalk deferral agreement along North Vista Del Mar Drive associated with the additions and alterations to the property located at 1108 North Vista Del Mar Drive.

8.D. **RESOLUTION NO. 55-13; ABANDONMENT OF UTILITY EASEMENT/GROVE AT LAKE IDA:** Approve Resolution No. 55-13; Grove at Lake Ida - Resolution No. 55-13 – Abandonment of a 16' Utility Easement running north and south from Northwest 12th Street to Grove Way in Delray Beach, Florida.

The caption of Resolution No. 55-13 is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, VACATING AND ABANDONING A UTILITY EASEMENT DEDICATED BY EASEMENT DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 1856, PAGE 642 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

(The official copy of Resolution No. 55-13 is on file in the City Clerk's office.)

8.E. HOLD HARMLESS AGREEMENT/ 2225 SOUTH OCEAN BOULEVARD: Approve a Hold Harmless Agreement with Delray Villages by the Sea, LLC., to install and construct utilities in the State DOT right-of-way at property located at 2225 South Ocean Boulevard.

8.F. AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT/COMMUNITY REDEVELOPMENT AGENCY (CRA)/CONSTRUCTION PROFESSIONAL SERVICES FY 2012-2013: Approve Amendment No. 3 to the Interlocal Agreement between the City and Community Redevelopment Agency (CRA) to modify Exhibit "A" to reflect the actual amount of funding provided by the CRA for the projects at the end of FY 2012-13.

8.G. CHANGE ORDER NO. 1/ROSSO SITE DEVELOPMENT, INC.: Approve Change Order No. 1 with Rosso Site Development, Inc. for a contract time extension of twenty-eight (28) days; and approval in the amount of \$13,127.72, for the installation of drainage structures, pipe and sidewalk removal and replacement, to be paid out of the contract's Undefined General Allowance, to Rosso Site Development, Inc., for the Osceola Alleys Phase I Project. Cost to be funded out of the Contract's Undefined General Allowance.

8.H. LANDSCAPE MAINTENANCE AGREEMENT/924 SOUTH OCEAN BOULEVARD: Approve a Landscape Maintenance Agreement with Lidia Anna Soltysik-Kaminska, Zygmunt Kaminski and Piotr Marcin Kaminski for landscape installation within the right-of-way at 924 South Ocean Boulevard.

8.I. LANDSCAPE MAINTENANCE AGREEMENT/DELRAY PLACE, LLC.: Approve a Landscape Maintenance Agreement with Delray Place, LLC., for landscape installation within the right-of-way of Eve Street.

8.J. THIS ITEM HAS BEEN MOVED TO THE REGULAR AGENDA AS ITEM 9.A.A.

8.K. TRIPARTITE INTERLOCAL AGREEMENT/COMMUNITY REDEVELOPMENT AGENCY (CRA): EAGLE NEST PROGRAM PROJECT:

Approve a Tripartite Interlocal Agreement between the City of Delray Beach, the Delray Beach Community Redevelopment Agency (CRA) and the School Board of Palm Beach County, Florida for the Eagle Nest Program Project #3 at Atlantic High School Career Academy.

8.L. VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT: Approve a Vote Processing Equipment Use and Election Services Agreement between the Palm Beach County Supervisor of Elections and the City for conducting municipal elections.

8.M. RESOLUTION NO. 59-13: Approve Resolution No. 59-13 regarding the March 11, 2014 First Nonpartisan and Special Elections.

The caption of Resolution No. 59-13 is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, CALLING FOR A NONPARTISAN ELECTION AND A SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 11, 2014; AND A SECOND NONPARTISAN ELECTION, IF NECESSARY, TUESDAY, MARCH 25, 2014; ALL ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM; THE NONPARTISAN ELECTION SHALL PROVIDE FOR THE ELECTION OF TWO CITY COMMISSIONERS AND THE SPECIAL ELECTION SHALL PROVIDE FOR A REFERENDUM ON THE CHARTER CHANGE PRESENTED IN ORDINANCE NO. 32-13; PROVIDING THE TIME, MANNER AND MEANS OF HOLDING SAID ELECTIONS, PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE.

(The official copy of Resolution No. 59-13 is on file in the City Clerk's office.)

8.N. PROCLAMATIONS:

- 1.** Calling for the First Non-Partisan and Special Elections to be held on March 11, 2014

8.O. AWARD OF BIDS AND CONTRACTS:

- 1.** Award to PVS Technologies, Inc. in the amount of \$260,000.00 for the purchase and delivery of liquid ferric chloride for use at the Water Treatment Plant (WTP) FY 2014. Funding is available from 441-5122-536-52.21 (Water & Sewer Fund: Operating

Supplies/Chemicals).

2. Purchase award to Florida Bullet, Inc. in the amount of \$52,775.60 for ammunition for training and on-duty use for the Police Department. Funding is available from 001-2111-521-52.20 (General Fund: Operating Supplies/General Operating Supplies).
3. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
4. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
5. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
6. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
7. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**

Mr. Frankel moved to approve the Consent Agenda as amended, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes. Said motion passed with a 5 to 0 vote.

9. **REGULAR AGENDA:**

9.A.A. **AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES/INTERNATIONAL ENTERPRISE DEVELOPMENT:** Approve the Micro Enterprise Technical Assistance Consulting Agreement with International Enterprise Development, Inc. in the amount of \$50,000.00 to establish the Delray Beach Micro Enterprise Program providing for technical assistance and loan funds to eligible business owners. Funding is available from 118-1965-559-49.59 (Neighborhood Services: Other Current Charges/Micro Lending) and 118-1966-559-49.59 (Neighborhood Services: Other Current Charges/Micro Lending).

Lula Butler, Director of Community Improvement, stated this item is a request to approve the Micro Enterprise Technical Assistance Consulting Agreement with International Enterprise Development, Inc. in the amount of \$50,000. At its regular meeting of June 20, 2013, the City Commission agreed to enter into an Interlocal Agreement with the Community Redevelopment Agency (CRA) to establish the Delray Beach Micro Enterprise Program providing for technical assistance and loan funds to eligible business owners. On October 13, 2013, the City issued a Request for Qualifications (RFQ) for the technical assistant component of the program and two firms responded. Staff recommends that the contract be awarded to International Enterprise Development, Inc. (IED).

Vin Nolan, Economic Development Director with the Community Redevelopment Agency (CRA), stated they have been trying to move forward with this and they now have their guidelines in place.

Mrs. Petrolia stated she fully supports this but inquired how the City is going to reach those people that would benefit from this program. Mrs. Butler stated Nigel Roberts, Neighborhood Services Administrator, will be the responsible staff person that will monitor and will make sure that the performance measures are met. She stated the City does a type of outreach with advertising, knock on doors, and send out letters to various organizations to facilitate information through.

Mr. Nolan stated Elizabeth Burrows, Economic Development Manager, conducts grant workshops and so small businesses who participate in that will also get this information.

Mr. Jacquet stated he has had the opportunity of attending those grant programs workshops and they are quite helpful for the small businesses. He stated OPPAGA (Office of Program Policy Analysis and Government Accountability) did a study last year and had three recommendations for Enterprise Zones: (1) to do away with them altogether, (2) to allow them to sunset as per the sunset date, and (3) to change the structure and qualifications of Enterprise Zones. Mr. Jacquet stated on the State level he and Commissioner Gray are both members of the Economic Development Group Management Committee for the Florida League of Cities and one of the major pieces of legislation they are pushing is to propose those changes for Enterprise Zones that would allow the legislature and the current Governor to feel comfortable enough with Enterprise Zones to keep them.

Mr. Jacquet expressed concern over how much work this organization will be able to do if we stop the Enterprise Zones. Mr. Nolan stated it will have no impact on this program; this is a locally sponsored and initiated program that is not constrained by the geography of any particular zone. Mr. Nolan stated there are Target areas that they are focused on both in West Atlantic and Osceola Park. Mr. Nolan stated although there were several inquiries there were only two well qualified organizations that offered because their guidelines were pretty stringent. Mr. Nolan stated this particular provided has an extensive amount of experience both in Florida and internationally. Mr. Jacquet stated it is crucial to have a local organization that is able to get in touch with the community; however, he feels that too many times in the past and now certain communities are being exploited. Mr. Jacquet stated he understands the community that needs it most and does not want to see is the community not really getting what they need.

Mrs. Gray stated as a small business owner she is very excited about this program. Mrs. Butler stated at least 51% of them have to be low income to meet below the poverty level but the businesses have to be located within the CDBG or CRA area. The boundaries for CDBG are Federal Highway, Lake Ida North to Linton Boulevard west of I-95.

Brief discussion between Mr. Nolan and Mrs. Gray followed.

Mr. Frankel moved to approve **Item 9.A.A. (formerly Item 8.J.)**, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes. Said motion passed with a 5 to 0 vote.

9.A. WAIVER REQUESTS/UPTOWN DELRAY: Consider approval of three (3) waivers to Land Development Regulations (LDR) Sections 4.4.13 (F)(1)(c), “Floor Height”, 4.6.18(B)(14)(iv)(2), “Window Area”, and 4.6.18 (B)(14)(vi)(4)(b), “Garage Facade”, associated with the Class V site plan for the Uptown Delray project located on the north side of S.E. 2nd Street, between S.E. 4th Avenue and S.E. 5th Avenue. *(Quasi-Judicial Hearing)*

Mayor Glickstein read the City of Delray Beach Quasi-Judicial rules into the record for this item and all subsequent Quasi-Judicial items.

Chevelle D. Nubin, City Clerk, swore in those individuals who wished to give testimony on this item.

Mayor Glickstein asked the Commission to disclose their ex parte communications. Mr. Frankel stated he previously met with the attorney and the applicant. Mrs. Gray stated she met with the attorney and the applicant. Mayor Glickstein stated he had no ex parte communications. Mrs. Petrolia stated she spoke to the attorney and the applicant. Mr. Jacquet stated he has the same ex parte communications as the previous time this item was discussed.

Mark McDonnell, Interim Director of Planning and Zoning, entered the Planning and Zoning project file #2013-031 into the record.

Mr. McDonnell stated this is a mixed-use development consisting of residential, retail, and structured parking. He briefly reviewed the aerial displaying the existing property and the three waivers associated with this development. He noted this project was recommended for significant changes throughout the review process. Mr. McDonnell stated SPRAB recommended approval of the three waivers and staff also supports.

Michael Weiner, Weiner, Lynne, Thompson, P.A., 10 S.E. 1st Avenue, Delray Beach, FL 33444, Attorney representing the applicant, stated they are aware of the requirements of LDR Section 2.4.7 and is happy to have had the success with SPRAB, the Planning and Zoning Board, and the City Commission regarding the conditional use.

Mayor Glickstein asked if SPRAB’s vote was unanimous. Mr. McDonnell stated SPRAB’s vote was unanimous. Mayor Glickstein stated in the future he would like to see the vote included in the Planning and Zoning staff report.

Mayor Glickstein stated if anyone from the public would like to speak in favor or in opposition of the waiver requests, to please come forward at this time. There being no one from the public who wished to address the Commission, the public hearing was closed.

Mayor Glickstein asked Mr. Weiner to explain the term “ghosting” with regard to the garage façade. Mr. Weiner stated there is an unusual situation concerning that particular façade and noted this is across from the AT&T building (i.e. the west elevation). Mr. Weiner stated a better approach to the façade was to carry out a residential theme that allowed them to still hide the garage but allow the residential to have some kind of relationship to the rest of the structure and that it blend with the residential structures that are further down the street to the south.

Brief discussion between Mayor Glickstein and Mr. McDonnell followed.

There was no cross-examination or rebuttal.

The City Attorney briefly reviewed the Board Order with the Commission who made findings according to their consensus (attached hereto is a copy and made an official part of the minutes).

Mr. Jacquet moved to adopt the Board Order as presented, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes. Said motion passed with a 5 to 0 vote.

9.B. FINAL SUBDIVISION PLAT APPROVAL AND WAIVER REQUEST FOR 1001 HIBISCUS LANE PLAT: Approve a final plat and a waiver for a 1.68 acre residential development containing three (3) single-family lots to be platted as 1001 Hibiscus Lane Plat. (*Quasi-Judicial Hearing*)

The City Attorney briefly discussed a letter from an Attorney who was just brought on board and based on that they would request that the Commission postpone it to allow them to further evaluate the case.

Randal Krejcarek, Director of Environmental Services, stated the Planning and Zoning Board voted 5 to 0 to approve on November 18, 2013 with the condition that all comments under the “Technical Items” section of the P&Z staff report be addressed and that the applicant’s attorney provide a written opinion on use of the prescriptive easement prior to scheduling the plat for City Commission action. All of the technical items have been addressed and the applicant’s attorney has provided a letter addressing this issue.

Mayor Glickstein stated he does not feel it is fair to the applicant that staff received a letter the night before the meeting.

Mr. Jacquet asked if this was an attorney they recently retained. Mr. Frankel stated according to the first paragraph this attorney was engaged yesterday.

Mr. Jacquet stated had they had this attorney back then he would agree with Mayor Glickstein; however, since they recently retained an attorney and this issue has a legal issue intertwined with the easement he suggested that the Commission postpone this.

Mr. Jacquet asked if there are any deadlines that could negatively affect the applicant if this were presented at the next meeting.

Chuck Halberg, 205 George Bush Boulevard, Delray Beach, FL 33483, stated this has been going on since prior to July 2013.

Mr. Jacquet stated as a quasi-judicial hearing he feels that he afforded the same respect that a judge would. Mr. Jacquet stated it is a serious matter when dealing with property rights that when someone brings in their attorney to the issue he feels it is worth it to wait; however, he does not want to put the applicant at a huge disadvantage.

Mrs. Petrolia stated she does not know what the implications are of moving forward tonight or postponing it.

Mr. Frankel moved to ***table Item 9.B.*** to the regular City Commission meeting of January 7, 2014, seconded by Mr. Jacquet. Upon roll call the Commission voted as follows: Mrs. Gray – Yes; Mayor Glickstein – No; Mrs. Petrolia – No; Mr. Jacquet – Yes; Mr. Frankel – Yes. Said motion to ***table*** passed with a 3 to 2 vote, Mayor Glickstein and Commissioner Petrolia dissenting.

At this point, the time being 7:05 p.m., the Commission moved to the duly advertised Public Hearings portion of the Agenda.

10. PUBLIC HEARINGS:

10.A. RESOLUTION NO. 58-13/CONTRACT FOR SALE AND PURCHASE OF OLD SCHOOL SQUARE RETAIL SPACE: Approve Resolution 58-13; authorizing approval of a contract by resolution authorizing the sale and purchase of interior space on the first floor of the Old School Square Parking Garage.

The caption of Resolution No. 58-13 is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DELRAY BEACH, FLORIDA,
AUTHORIZING THE CITY TO SELL TO BUYER
CERTAIN REAL PROPERTY IN PALM BEACH
COUNTY, FLORIDA, AS DESCRIBED HEREIN,
HEREBY INCORPORATING AND ACCEPTING THE
CONTRACT STATING THE TERMS AND

CONDITIONS FOR THE SALE AND PURCHASE
BETWEEN THE BUYER AND THE CITY OF DELRAY
BEACH, FLORIDA.

(The official copy of Resolution No. 58-13 is on file in the City Clerk's office.)

The City Attorney briefly outlined the terms in the Purchase and Sale Agreement for the Old School Square Retail Space.

Mayor Glickstein declared the public hearing open.

Steve Blum, Antilles Homeowners' Association, 115 Venetian Drive Unit "C", Delray Beach, FL 33483, read a brief statement into the record regarding the CCC Agreement and stated that the Kennedy Center set up should be used as a role model for the Arts Garage. Mr. Blum stated the building should not be sold and suggested that it remain City owned and controlled just as the Kennedy Center remains a Federal facility.

Robert Schmier, 1000 S. Vista Del Mar, Delray Beach, FL 33483 President of the Creative City Collaborative (CCC), stated the decision was made in April (2013) to sell the space to the Arts Garage and CCC as opposed to a commercial facility because of what they do for the City, the economics of the City, and the general public. Mr. Schmier stated that the CCC is a 501(c)(3) and he briefly explained the programming.

Cheryl Perl, 2422 Northwest 36th Street, Boca Raton, FL 33431, briefly spoke about what the Arts Garage has done for her child as well as other children in the community. Ms. Pearl stated the Arts Garage does not turn anyone away and scholarship as much as possible and a lot of the kids have nowhere else to go. She stated it is a beautiful program.

Dr. Victor Kirson, D.D.S., 2050 Alta Meadows Lane #2110, Delray Beach, FL 33444 (President of the Board of Directors of Tierra Verde at Delray Beach and Member of the Alliance), stated this is a business deal and feels the terms of the agreement are ridiculous. Dr. Kirson stated he concurs with comments expressed by Mr. Blum and if passed would question whether this is legal or not.

Alan Slosberg, 200 MacFarlane Drive Apt #502-N, Delray Beach, FL 33483, urged the Commission to visit the Arts Garage and agrees that it is an issue more than just money. Mr. Slosberg stated people come from all over South Florida to visit the Arts Garage and have even relocated here because of it. He stated the City benefits tremendously from the Arts Garage and urged the Commission to make this happen.

Peter Armor, 700 East Boynton Beach Boulevard, Boynton Beach, FL, stated his friends from Boynton Beach, Boca Raton, and other parts of South Florida come to the Arts Garage because of the entertainment and because of what it means. Mr.

Armor stated the Arts Garage is not only providing entertainment service for the Delray community it is also providing for revenue for all the businesses in the area.

Annette Riseberg, 16130 Poppysseed Circle, Delray Beach, FL 33484, stated her children are at 16 and have been performing at the Arts Garage. She stated the children learn how to become actors, musicians, and better people. She stated Drew Tucker from the Arts Garage was able to get two students from Atlantic High School to open for Natalie Cole. She stated people come from all over come to the Arts Garage and it helps Delray Beach in many ways.

Laurie Kersch, 4001 North Ocean, Gulf Stream, FL, moved here from New Jersey and stated her daughter was being bullied and she was accepted immediately at the Arts Garage. She urged the Commission to keep the Arts Garage open and invited the Commission to come see her daughter perform in the production of Fame.

Cindi Freeburn, 371 East Mallory Square Delray Beach, FL 33483, Music Teacher, stated national studies have been done with respect to the economy in South Florida on a station out of Miami and it talked about the value of the arts in building a community. Ms. Freeburn stated the arts are severely threatened in today's public education environment and she feels it is the responsibility as adults and citizens of this city, county, region, and state to provide those kinds of opportunities not only for the children but for the entire community.

There being no one else from the public who wished to give testimony on this item, the public hearing was closed.

Mrs. Petrolia stated the Arts Garage was something that was brought in and it turned into an economic magnet to the downtown and has become a catalyst to spill the vibrancy that was on Atlantic Avenue over into the Pineapple Grove District. Mrs. Petrolia supports Resolution No. 58-13.

Mrs. Gray stated everyone agrees that arts are important in any city. However, Mrs. Gray expressed concern about the CRA not paying the \$150,000 in year 2015.

Diane Colonna, Executive Director of the CRA, stated the lease with the City expires at the end of January 2015. Ms. Colonna stated this was to be a five year agreement where the CRA would lease the property from the City and sublet it to Arts organizations; she stated the CRA has a sublease with Arts Garage and the Puppetry Center. She stated the question is whether or not the CRA Board will consider extending it another year while the Arts Garage continues to raise money and before they close. Ms. Colonna stated there was an issue with the State audit where there was an opinion given inquiring why the CRA was a middle-man in this lease when the CRA is in affect paying the City's operating costs by doing this and that the lease should be directly between the City of Delray Beach and the Arts organization.

Mrs. Gray stated if this was an opinion she would like to see this go back to the CRA Board because she does not want to see the City lose \$150,000 that the City

would have been getting paid for if the CRA decides not continue to pay that. Mrs. Gray asked Ms. Colonna if that is something the CRA would be willing to do. Ms. Colonna stated the Commission can make the request and ask that the lease be extended. Mrs. Gray stated she concurs with Ms. Freeburn that this is government and we have non-profits that makes the city a little different. Mrs. Gray stated she has talked to many taxpayers who are concerned about how their tax dollars are being spent.

Mr. Frankel stated this is not a decision on what the Arts Garage does for the community because everyone agrees that they have great programs for children and everyone but the City has responsibilities to the taxpayers. Mr. Frankel asked who came up with the \$1,000 deposit amount for a loan of \$2.5 million. The City Attorney stated the deposit was negotiated between him, outside counsel, Mr. Schmier and his attorney. Mr. Frankel stated in April 2013 when the Commission decided to go this avenue he understood that it was 2½ years from April 2013 and inquired how staff came up with the March 15, 2016 date. The City Attorney stated because of the extended timeframe that it took to come with all of this and explained that before the Commission was looking at December 2015. The City Attorney stated it was his understanding that the intent of the Commission was to give the Arts Garage time to come up with the money. The City Attorney stated since it has taken this long to come up with this agreement he felt the March 2016 date would be a fair compromise.

Alyona Ushe, Executive Director of the Arts Garage, stated they cannot begin to fundraise until they have a signed contract.

Mr. Frankel expressed concern over the minimal deposit amount for a loan of \$2.5 million and no money has been raised; and, he feels the closing should be December 2015.

The City Attorney stated the CRA's lease expires January 2015.

Mr. Jacquet stated he concurs with comments expressed by Mr. Frankel that the money should be raised but no one is going to give money to an organization that has no structure and agrees the clock should start once they have a contract so because of that he can look past the fact that they have been unable to raise money so far. Mr. Jacquet stated had they had a contract and came back today having raised zero this would have been a red flag for him but because there is no contract in place, he feels the City should give them the benefit of the doubt on giving them time. Mr. Jacquet expressed concern that the \$1,000 deposit is extremely low. Mr. Jacquet stated he has attended a number of programs at the Arts Garage and understands its intrinsic value to this community and why we need to keep it here. Mr. Jacquet stated the City has agreed to sell it to the CCC but the issue is the terms of the agreement.

Mr. Schmier stated they do not maintain a bank account where they have funds that they set aside with a new organization; every penny that is raised they get local contributors who donate money for the programs that they do. He stated any money that they take from the budget to give in a deposit that is going to sit in a non-interest bearing account for two years and three months is not being used for the benefit of the Arts

Garage or the children of the organization. Mr. Schmier stated this is not a business but is a non-profit that has been trying to raise every penny that it can so that every penny is put back in.

Mayor Glickstein stated with respect to the deposit if this were a transaction between two business people buying a piece of real estate there is altogether a different reason for a deposit; the City is hoping they do not default and whether the deposit is \$1,000 or \$50,000 it is not really germane to what is trying to be accomplished. Mayor Glickstein stated with respect to the history of Old School Square back to the land acquisition through the bond offerings, development of the 2006 Strategic Plan, creation of the Creative City Collaborative (CCC), and untold public meetings that followed, all of that revealed the following regarding the use of the garage space: (1) that it be used as a public gathering place, (2) that the use generate traffic to and from Pineapple Grove, and (3) that it be used as a Cultural Arts Center. In 2009, when the City Commission had its initial offer to purchase the space the Commission voted to pursue an alternative plan to allow the CRA to lease the space from the City and sublet it to art related tenants. Mayor Glickstein stated later that year the City Commission adopted an amendment to the CRA Plan entitled "Arts Based Economic Development" which outlined the CRA's commitment to support art and cultural organizations, and to develop strategies and programming to protect existing art spaces and create long-term affordable space at such locations as the City owned Old School Square Garage. Mayor Glickstein stated prior City leaders could foresee that public gathering places open day and night would extend the pedestrian experience into Pineapple Grove and that cultural amenities are not just integral to the town's identity but they can become significant economic engines to the town. In 2011, the CCC sponsored a financial study which analyzed the impact non-profit arts and cultural organizations in Delray and their audience had an economic impact on Delray of \$44 million which compares to approximately \$12 million for similar size cities of 50,000-99,000 residents throughout the nation. In 2011, Mayor Glickstein stated the total economic impact of just audience spending for non-profit arts and cultural organizations in Delray Beach was \$33½ million; 925 full-time equivalent jobs; \$4 million in local and state government revenue; total impact of spending by the non-profit arts and cultural organizations another \$11 million; 412 full-time equivalent jobs and \$800,000 in local and state revenue. He stated non-profit arts and cultural organizations spend approximately \$11 million annually leveraging a remarkable \$33 million in additional spending by arts and cultural audience which support about 1,400 full-time equivalent jobs in the city and generated an additional \$4.6 million in local and state government revenue. Mayor Glickstein supports leaving the Arts Garage where it is because it allows them an opportunity to enhance the City's long standing goals of arts based economic development. He noted that the user/buyer's presence and continued growth benefits far more city businesses, residents, and taxpayers than any private enterprise could achieve in that space. Mayor Glickstein stated the City cannot sell the space for more than the current contract price today without violating bond covenants. Mayor Glickstein stated he fully supports the contract as it is.

Mr. Jacquet stated he appreciates Mr. Schmier's response about the value of the Arts Garage and explaining specifically any monies that the Arts Garage would give the City now would be basically forfeiting in interest that they could be

accumulating in raising money to pay the City. Mr. Jacquet stated he supports the Arts Garage in its current location.

Mrs. Petrolia moved to approve Resolution No. 58-13/Contract for Sale and Purchase of Old School Square Retail Space, seconded by Mr. Jacquet. Upon roll call the Commission voted as follows: Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – No; Mrs. Gray – Yes. Said motion passed with a 4 to 1 vote, Mr. Frankel dissenting.

At this point, the time being 8:02 p.m., the Commission moved back to **Item 9.C. of the Regular Agenda.**

9.C. OFFER OF SETTLEMENT IN CITY OF DELRAY BEACH v. PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION (PBA): Consider an Offer of Settlement in the total amount of \$125,000.00 in the City of Delray Beach v. Palm Beach County Police Benevolent Association. Staff recommends approval.

The City Attorney stated this is a case that involves an officer who was terminated in 2009. The Police Benevolent Association (PBA) requested that the case go to arbitration and the arbitrator determined that he should have his job back. However, the City Attorney stated the City appealed that because they do not believe the arbitrator's decision was valid. The City has since received four decisions that say that the City has to go back to arbitration. The City Attorney stated at this point it would be approximately 66% of Mr. Brown's back pay if he were to be reinstated therefore staff recommends that the City settle the case for \$125,000.00.

Mrs. Petrolia moved to approve the settlement offer in the amount of \$125,000.00 of the City of Delray Beach v. the Palm Beach County Police Benevolent Association, Inc. (PBA), seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes. Said motion passed with a 5 to 0 vote.

9.D. SETTLEMENT OFFER IN PREVILLON CASSY v. CITY OF DELRAY BEACH: Consider a Settle Offer in the total amount of \$25,000.00 in Previllon Cassy v. City of Delray Beach. Staff recommends approval; subject to the receipt of the appropriate releases.

The City Attorney stated this is a case where one of the City Police Department Volunteer struck a bicyclist with his vehicle. The bicyclist sustained injuries and had lost wages. Staff recommends that the City settle this case in the amount of \$25,000.00.

Mrs. Gray moved to approve the settlement offer in the amount of \$25,000.00 in Previllon Cassy v. the City of Delray Beach, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mr. Jacquet – No; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes. Said motion passed with

a 4 to 1 vote, Mr. Jacquet dissenting.

9.E. APPOINTMENT OF AN INTERIM CITY ATTORNEY: Appoint an Interim City Attorney upon the resignation of Mr. Brian Shutt.

The City Attorney stated the City Commission would need to appoint an Interim City Attorney upon the effective date of his resignation which is January 3, 2014. The City Attorney stated the Commission sets the pay rates for the City Attorney, Interim City Attorney, and Assistant City Attorney Janice Rustin.

Mr. Jacquet moved to appoint Terrill Pyburn as Interim City Attorney with a 10% pay increase and a 5% pay increase for the Assistant City Attorney Janice Rustin, seconded by Mrs. Petrolia.

Mr. Jacquet amended his motion to appoint Terrill Pyburn as Interim City Attorney with a 10% pay increase and a 2.5% pay increase for both Assistant City Attorney Janice Rustin and Assistant City Attorney Cathy Kozol, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes. Said motion passed with a 5 to 0 vote.

At this point, the time being 8:12 p.m., the Commission moved to **Item 11, First Readings.**

11. FIRST READINGS:

11.A. ORDINANCE NO. 36-13: Approve an amendment to Chapter 51, "Garbage and Trash", Section 51.70, "Regular Charges Levied", to provide for decreased residential collection service rates for the remaining FY 2014. If approved, a public hearing will be held on January 7, 2014.

The caption of Ordinance No. 36-13 is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING CHAPTER 51, "GARBAGE AND TRASH", OF THE CODE OF ORDINANCES OF THE CITY OF DELRAY BEACH, BY AMENDING SECTION 51.70, "REGULAR CHARGES LEVIED", TO PROVIDE FOR DECREASED RESIDENTIAL COLLECTION SERVICE RATES FOR THE REMAINING FISCAL YEAR 2014; PROVIDING A GENERAL REPEALER CLAUSE, A SAVING CLAUSE, AND AN EFFECTIVE DATE.

(The official copy of Ordinance No. 36-13 is on file in the City Clerk's office.)

The City Attorney read the caption of the ordinance.

Mrs. Petrolia stated she had asked that this be retroactive to October 1st especially the cart fee.

The City Manager stated staff will look at it.

Mr. Frankel moved to approve Ordinance No. 36-13 on FIRST Reading, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes. Said motion passed with a 5 to 0 vote.

11.B. ORDINANCE NO. 37-13: Approve an amendment to Chapter 31, “City Officials and Employees”, of the Code of Ordinances by repealing Section 31.05, “City Attorney; Qualifications”, in its entirety. If passed, a public hearing will be held on January 7, 2014.

The caption of Ordinance No. 37-13 is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING CHAPTER 31, “CITY OFFICIALS AND EMPLOYEES”, OF THE CODE OF ORDINANCES OF THE CITY OF DELRAY BEACH, FLORIDA, BY REPEALING SECTION 31.05, “CITY ATTORNEY; QUALIFICATIONS” IN ITS ENTIRETY; PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

(The official copy of Ordinance No. 37-13 is on file in the City Clerk’s office.)

The City Attorney read the caption of the ordinance and stated the section that is being removed from the Code of Ordinances is the requirement that the City Attorney has to be a legal resident or have the principle office in the City at the time of appointment and during the tenure in office.

Mrs. Petrolia moved to approve Ordinance No. 37-13 on FIRST Reading, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mayor Glickstein – Yes; Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes. Said motion passed with a 5 to 0 vote.

12. COMMENTS AND INQUIRIES ON NON-AGENDA ITEMS.

12.A. City Manager

The City Manager stated there was a comment from the public that suggested he terminated five (5) employees and noted that is an inaccurate.

12.B. **City Attorney**

The City Attorney announced that this is his last City Commission meeting and stated he has enjoyed working with the City of Delray Beach and thanked the Commission.

Mayor Glickstein gave a few brief comments and stated the entire Commission appreciates the City Attorney's work.

12.C. **City Commission**

12.C.1. **Mr. Frankel**

Mr. Frankel stated Mr. Jack Warner attended the Pension Board meeting last week and he is going to be a great addition.

Secondly, Mr. Frankel stated having Mayor Glickstein give the prayer this evening was a great idea.

Lastly, Mr. Frankel congratulated the City Attorney.

12.C.2. **Mrs. Gray**

Mrs. Gray commented about Mayor Glickstein giving the prayer and stated it was great.

Secondly, Mrs. Gray commented about property located at S.W. 8th Avenue and suggested that this housing be provided for Veterans.

Mrs. Gray commented about the Joint meeting with the CRA and asked if the Commission can meet with them before their strategic meeting to see if we can get them in line with some of the City's priorities.

Lastly, Mrs. Gray asked the City Manager to find out if the Little League is renewing its Charter and if they are going to have Spring baseball at Miller Field.

12.C.3. **Mrs. Petrolia**

Mrs. Petrolia stated she is going to miss the City Attorney and wished him all the best.

Secondly, Mrs. Petrolia asked about a date that the flapper replacement at the Marina Historic District is going to be worked on.

Mrs. Petrolia stated she would like answers to the list of questions she sent to the City Manager regarding the ball field issues. Mrs. Petrolia stated the Commission would like a better understanding on the impact that the fields have due to tournaments coming through and the costs that the City is going to have and whether or not that is something they want to incur.

Mrs. Petrolia suggested that the City Attorney's office work on a disclaimer to add to the bottom of the Commission's emails explaining to the general public about Sunshine Laws.

She inquired about the City Attorney's evaluation. The City Attorney stated the local rules were amended approximately 1-2 years ago and noted the City Attorney's evaluation is once a year in May.

Lastly, Mrs. Petrolia wished everyone a Happy Holiday.

12.C.4. **Mr. Jacquet**

Mr. Jacquet stated everyone has worked hard to serve the community and get elected. He stated he did not count on any of his colleagues and it was the general public that got him to where he is. Mr. Jacquet stated many times the Commission takes a vote and it bothers him that there is always someone trying to figure out where that vote came from. Mr. Jacquet stated it is very disconcerting for him for people out there thinking if he votes one way on an issue that means somebody got to him. Mr. Jacquet expressed concern that this needs to stop and stated when he makes a decision he makes a decision that he believes is right.

Secondly, Mr. Jacquet stated he is sad to see the City Attorney leave and he applauds him for the work that he has done. In addition, Mr. Jacquet stated it has been an honor and a pleasure working with the City Attorney and wished him the very best.

12.C.5. **Mayor Glickstein**

Mayor Glickstein asked for the status for the Finance Director position and the Planning and Zoning Director position. The City Manager stated the City will re-advertise the Finance Director position and he will send Mayor Glickstein an email regarding when that position will be closing.

Secondly, Mayor Glickstein stated this year got off to a rocky start; however, he believes it is more indicative of change than personality. Mayor Glickstein stated he respects the views and opinions of his colleagues and looks forward to working with the Commission in 2014. He wished everyone the best for the holidays.

There being no further business, Mayor Glickstein declared the meeting adjourned at 8:26 p.m.



City Clerk

ATTEST:


MAYOR

The undersigned is the City Clerk of the City of Delray Beach, Florida, and the information provided herein is the Minutes of the Regular City Commission Meeting held on December 10, 2013, which Minutes were formally approved and adopted by the City Commission on _____.



City Clerk

NOTE TO READER:

If the Minutes you have received are not completed as indicated above, this means they are not the official Minutes of the City Commission. They will become the official Minutes only after review and approval which may involve some amendments, additions or deletions as set forth above.

PALM BEACH COUNTY COMMISSION ON ETHICS
REPORT OF INVESTIGATION

To: File
From: Mark E. Bannon, Senior Investigator, Interim Executive Director
Re: C15-011 – Angeleta Gray, Former City Commissioner, City of Delray Beach
C15-012 – Alberta McCarthy, International Enterprise Development, Inc.

- **Background**

All information and material evidence obtained from the Inquiry listed in AN14-014 and all documents included in C15-011 and C15-012 including the Memorandum of Inquiry, Affidavit by Commission on Ethics (COE) Senior Investigator Mark Bannon, Memorandum by COE Intake Manager Gina Levesque, Legal Sufficiency Determination by COE Executive Director Steven Cullen, Information as filed by the Office of the State Attorney (SAO), 15th Judicial Circuit of Florida, as well as the Affidavit in Support of Probable Cause and investigative report memorandum by SAO Investigator Pete Zampini, and all supporting documents for both of these cases are incorporated by reference into this investigation and this Report of Investigation.

In early September 2015, Angeleta Gray was tried in PBC County Court for violation of the PBC Gift law. The misdemeanor criminal charge was based on her allegedly taking a gift valued at greater than \$100 from a prohibited source, a person employed by International Enterprise Development, Inc., (IED). It was alleged that at the time of this gift, IED had a bid proposal outstanding to perform certain contracted services for the City. Section 2-442, *Definitions*, of the Palm Beach County Code of Ethics states in relevant portion, “*Vendor means any person or entity that has a pending bid proposal, an offer to sell goods or services, sell or lease real property, or who currently sells goods or services, or sells or leases real or personal property to the county or municipality involved in the subject contract or transaction as applicable.*” Under Code §2-444, *Gift law*, such a gift would have been prohibited.

Criminal prosecution for alleged county ordinance violations is permissible under §125.69(1), Florida Statutes.¹ The specific basis of the criminal case against Angeleta Gray and Alberta McCarthy as co-defendants was the allegation that Alberta McCarthy paid \$1,291.92 on a business loan owed by Angeleta Gray while employed by IED during the time IED had the pending bid proposal with the City under RFQ 11-2013NS (Micro Enterprise Technical Assistance Consulting). If true, both the giving and acceptance of this gift from Alberta McCarthy to Angeleta Gray would have been prohibited by Sections 2-444(a)(1)&(2), *Gift law*, of the PBC Code of Ethics.² Both Angeleta Gray and Alberta McCarthy were found not guilty of this offense at a two-day trial on September 2-3, 2015. On September 9, 2015, COE staff received an email from ASA Marci Rex advising that since the SAO case against Angeleta Gray and Alberta McCarthy was over, we could resume our investigation.

- **Investigation**

Prior to suspending the initial investigation at the request of the PBC State Attorney’s Office, I reviewed via the City website the City Commission Meetings for Both December 10, 2013, and March 18, 2014, as well as downloading a copy of the approved minutes for both meetings. These were placed into the investigative file. Also available from this website was some staff documentation for the recommendation to award the contract for RQO11-2013NS to IED and a “tabulation sheet” of the City staff members who as a Selection Committee, voted on the award recommendation. This tabulation sheet is also submitted to the investigative file.

On September 8, 2015, I submitted a public records request with Ferline Mesidort, Neighborhood Services Administrator for the City of Delray Beach for copies of the bid specifications for RFP 11-2013NS, which was the proposal by the City to contract with a provider for certain financial services related to assistance to small

¹ §125.69(1), Florida Statutes, states in relevant portion, “Violations of county ordinances shall be prosecuted in the same manner as misdemeanors are prosecuted.”

² Section 2-444(a) (1) prohibits the official or employee from accepting such a prohibited gift. Section 2-444(a)(2) prohibits a vendor, lobbyist, or principal or employer of a lobbyist who lobbies that public entity from knowingly giving such a gift.

businesses within the City, as well as the bid proposal submitted by IED. I also requested copies of any back-up documentation for the City regarding the selection of IED for this proposal, as well as a copy of the signed contract between the City and IED for this proposal. Ms. Mesidort advised me that there was no contract between the City and IED, because while selected, prior to the signing of a contract for services, a second proposer, Business Loan Fund of the Palm Beaches/Center for Enterprise Opportunity (BLFPB/CEO), filed a challenge to the award of the bid. The Micro Enterprise Contract was eventually awarded by the City to BLFPB/CEO based on that challenge.

On September 9, 2015, I was emailed the documents listed below under entry #1 and #2 by Deputy City Clerk Kimberly Wynn. On September 10, 2015, I was emailed the document listed under entry #3 by Ferline Mesidort. All of these documents are submitted to the investigative file.

- **Documents provided by the City of Delray Beach pursuant to a public records request, or from their public website (www.mydelraybeach.com)**
 1. Copy of the Request for Qualifications by the City of Delray Beach for RFQ 11-2013NS, entitled: *Micro Enterprise Technical Assistance Consulting, Neighborhood Stabilization Program Annual Contract*. (13 pages including cover sheet)
 2. Copy of the bid response to RFQ 11-2013NS filed by IED. (36 pages including cover sheet)
 3. Copy of the RFQ 11-2013NS scoring sheets for staff recommendation for award of the contract for services, and made available for review by the bidders on November 12, 2013. Also included in the documents was a sign-in sheet for all persons who attended the scoring review session, as well as the same "tabulation sheet" I had obtained on the City website with the December 10, 2013 City Commission Meeting minutes. (7 pages)
 4. Copy of December 4, 2013 letter from Lula Butler, Director of Community Improvement to the Mayor and City Commission recommending approval of IED for RFQ 11-2013NS. (2 pages)
 5. Copy of the December 10, 2013 City Commission Meeting minutes, and back-up documentation for staff recommendation of awarding the contract for RFQ 11-2013NS to IED. (25 pages)
 6. Copy of the March 18, 2014 City Commission Meeting minutes. (24 pages)

As stated, the SAO investigation and prosecution of Angeleta Gray and Alberta McCarthy alleged that Alberta McCarthy was employed by IED as Training Director. It was further alleged that on or about November 5, 2013 Alberta McCarthy used a personal check to pay \$1,201.92 on a loan Angeleta Gray owed with the Business Loan Fund of the Palm Beaches, which was a "prohibited gift" based on Alberta McCarthy's status as an "employee" of IED. Under the PBC Code of Ethics, §2-442, *Definitions*, the term "Vendor" is defined as; ***"any person or entity who has a pending bid proposal, an offer or request to sell goods or services, sell or lease real or personal property, or who currently sells goods or services, or sells or leases real or personal property, to the county or municipality involved in the subject contract or transaction as applicable. For the purposes of this definition a vendor entity includes an owner, director, manager or employee."*** (Emphasis added)

RFQ 11-2013NS, specifically states on page 1, *"Sealed bids will be received by the undersigned in the Purchasing Division, 100 NW 1st Avenue, Delray Beach, FL until **10:00 A.M. on Thursday, October 24, 2013** at which time bids will be publically opened and read aloud."*

Based on this information, the alleged payment by Alberta McCarthy of \$1,201.91 toward Angeleta Gray's business loan made on or about November 5, 2013, was made after the submission of the bid by IED and prior to the award of the bid by the City Commission on December 10, 2013. This alleged payment was also made prior to the public review of the scoring sheets and recommendation by staff to award the bid to IED, which occurred on November 12, 2013.

Back-up documentation for RFQ 11-2013NS obtained from the City website as an attachment to the December 10, 2013 minutes was provided to City Commission members prior to their vote to award a contract included a letter dated December 4, 2013, from Lula Butler, Director of Community Improvement, sent through Manager Louie Chapman, Jr., to the Mayor and City Commissioners. The letter was staff's recommendation that

the City Commission approve the Micro Enterprise Technical Assistance Consulting Agreement between the City and IED.

On September 9, 2013, COE staff was advised via email that attorney Adam Frankel was representing Alberta McCarthy in this matter. Mr. Frankel stated that Ms. McCarthy was acquitted of criminal charges based on the same allegations. After reviewing his email, I sent a response acknowledging his representation, and that we were aware of the acquittal, but that the COE has a different burden of proof level in their cases (*clear and convincing evidence standard*) than that of the criminal courts (*proof beyond a reasonable doubt standard*).

Additionally, I advised Mr. Frankel that I was aware that there was documentary evidence presented at trial that may show his client was not a "vendor" within the definition of the PBC Code of Ethics, but an "independent contractor" who worked with IED, a potential vendor under the code. I requested that if Mr. Frankel had exculpatory evidence of his client's status as an independent contractor as opposed to an employee of IED, he provide COE staff with a copy of such an agreement so that we could review it. I had learned via discussions with the prosecutor of the criminal case (ASA Marci Rex), that such documentation was produced at trial, but that she was not given a copy of this document. As of October 2015, Mr. Frankel had not responded to my request to review this documentation. It is also noted that on September 8, 2015, Attorney Bruce Zimet sent a letter to COE staff advising that he would be representing Angeleta Gray in this matter. Both Attorney Frankel's email and Attorney Zimet's letter regarding their representation of Alberta McCarthy and Angeleta Gray are submitted to the file.

I made telephone contact with Dr. Lynn Allison, President of IED. Dr. Allison advised me that IED was her company, and that she was the only employee of this company. Dr. Allison also advised that Alberta McCarthy was the Training Director for IED, and that she was not an employee, but an independent contractor for the company. I requested to meet with Dr. Allison to discuss this business relationship, and requested her to provide me with a copy of any available documentation of Alberta McCarthy's employment status with IED.

- **COE staff interview: Dr. Lynn Allison, President of IED**

On September 22, 2015, I met with Dr. Allison at her home/office in Ocean Ridge. This interview was not taken under oath or recorded because I was aware that Dr. Allison had testified at trial and that the sworn testimony was available for review. My main purpose in meeting Dr. Allison was to obtain a copy of documentation that Alberta McCarthy was an independent contractor for IED, and not an employee.

Dr. Allison advised that for the past five years, Alberta McCarthy has been the Training Director for IED in its contract with the CRA in Pompano Beach, FL. Like the Delray Beach proposal, the Pompano Beach CRA contract with IED is also based on assisting small businesses. It is a year-to-year contract that has been renewed several times. Dr. Allison also stated that the City of Delray Beach actually approached her about setting up a similar program in the City, and that she volunteered her time to set the parameters of such a program for the City before the bid process ever started.

Dr. Allison stated that Alberta McCarthy has never been an employee of IED, but is an independent contractor providing services for IED. She is paid for her work on the Pompano Beach CRA contract at a rate of \$50 per hour, and works approximately 40 hours per month. Dr. Allison said that while Alberta McCarthy would have had a smaller role with the Delray Beach contract (earning approximately \$1,000 per month instead of the approximately \$2,000+ per month she earns in Pompano Beach), she would have remained an independent contractor. Furthermore, Dr. Allison said that she had several other persons doing work for IED for the Pompano Beach CRA contract, who were also independent contractors. Dr. Allison advised that she is the sole owner and employee of IED and never entered into a contract with the City of Delray Beach for IED to provide services because of the bid challenge and eventual awarding of the contract to BLFPB. Thus, she did not enter into a contract with Alberta McCarthy to provide services to IED for Delray Beach.

Dr Allison provided copies of the Independent Contractor Agreements she entered into with Alberta McCarthy in on July 1, 2013 and October 1, 2014, for the Pompano Beach CRA work. These Agreements refer to McCarthy as "Independent Contractor" in each clause of the Agreements and clearly spell out that she is an independent contractor supplying services to the Pompano Beach CRA on behalf of IED. The Agreements also state in clause number 7; *"Independent Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Independent Contractor as a partner, agent or employee of the Company, nor shall either party have any authority to bind the other."*

Dr. Allison also provided a copy of McCarthy's 2014 IRS Form 1099-MISC, showing that she paid McCarthy \$28,950 during 2014, and did not withhold any taxes or other withholdings for this period from these payments. It should also be noted that this Form 1099-MISC lists a Payer's Federal Identification Number, as well as a Recipient's Identification Number, which is in the format of a tax identification number, not a social security number. Dr. Allison further stated that when Alberta McCarthy provides training for the Pompano Beach CRA, she has input into the schedule for such training, and modifies the general information given to her by IED in a "training book" to fit the particular audience she is training. Dr. Allison maintained that Alberta McCarthy had authority to adapt the general principals from IED's training book to her needs as an instructor, and input in setting the schedule as needed to fulfill the training needs of the Pompano Beach CRA, as did her other instructors.

End of Interview.

The following documents were obtained from Dr. Allison, and are submitted to the file.

- **Documents provided by Dr. Lynn Allison, President of IED**

1. Copies of IED Independent Contractor Agreements with Alberta McCarthy dated July 1, 2013, and October 1, 2014, to provide services for the Pompano Beach CRA. (4 pages)
2. Copy of 2014 IRS form 1099-MISC listing IED as the Payer and Alberta McCarthy as the Recipient. (1 page)

On October 16, 2015, pursuant to a public records request, I reviewed the State Attorney's Office (SAO) file concerning their prosecution of Angeleta Gray and Alberta McCarthy on misdemeanor charges of alleged violations of the PBC Code of Ethics. I requested copies of various documents from that file which are listed in this report. Additionally, I was given a Compact Disk containing the sworn interviews conducted by SAO Investigators Pete Zampini and Don Amero, of Angeleta Gray, Alberta McCarthy, and Dr. Lynn Allison, President of IED. Later this same day I reviewed these interviews. Below is a summary of the information from my review of these interviews.

- **Summary of sworn interview with Angeleta Gray, conducted by SAO Investigators Zampini and Amero on Tuesday, February 11, 2014**

Angeleta Gray identified herself and was placed under oath by Investigator Zampini.

Angeleta Gray was asked if she knew Alberta McCarthy. She responded that she did know her, and that Alberta McCarthy was a former commissioner, a longtime friend and mentor, and has been in her life for about twelve years.

Angeleta Gray agreed that she herself was a current Delray Beach City Commissioner.

Angeleta Gray was asked if Alberta McCarthy was affiliated with her business, Top Notch Hair Dimensions, to which she replied, "No." She agreed that she was the sole owner of this business. However, she did state that Alberta McCarthy has leased space from her in the same building as Top Notch, where Alberta McCarthy runs her realtor business. Investigator Zampini presented Angeleta Gray with a copy of a check for \$1,201.92 written on

the personal bank account of Alberta McCarthy, and that in the memo field of the check it says, "Gray Top Notch."³ Angeleta Gray agreed that information was correct. Investigator Zampini then asked her if she had asked Alberta McCarthy to write this check. Angeleta Gray stated, *"We had discussed her helping me to pay off the loan, yes."* Investigator Zampini then asked if there were any discussions of paying McCarthy back, to which she replied, *"No, we haven't had any discussions of that. She has helped me with different things and I have helped her with different things."* Investigator Zampini asked Angeleta Gray if she would consider it a gift, to which she replied, *"No."* When asked what she would consider this payment, she stated, *"I would consider it as friends that we have been helping each other out with different things."*

Investigator Zampini asked Angeleta Gray if, at the time Alberta McCarthy wrote this check, there was a bid before the Delray Beach City Commission. She replied, *"At the time she wrote the check, yes."* Investigator Zampini then stated, *"And that was with IED, correct?"* She replied, *"Yes."* Investigator Zampini clarified that IED was formally known as "International Enterprise Development, Inc." Investigator Zampini then asked if Alberta McCarthy sits on the board of directors or is an employee of IED. Angeleta Gray stated, *"She's a contractor with them, yes."* Investigator Zampini advised that he had a "printout" before him that showed that Alberta McCarthy is an employee of IED, and asked Angeleta Gray if that was correct. Angeleta Gray replied, *"Yes."* He then asked if this was the same person who wrote the check, to which Angeleta Gray replied, *"Yes."* Investigator Zampini stated, *"And that paid off your loan, correct?"* Angeleta Gray stated, *"Yes."*

Investigator Zampini asked if Alberta McCarthy was affiliated with Angeleta Gray's campaign for re-election to the City Commission. She stated that Alberta McCarthy is her "Ground Roots Manager." Investigator Zampini asked if Angeleta Gray has paid Alberta McCarthy in this role, and how much. Angeleta Gray indicated she has paid Alberta McCarthy approximately \$1,500 to date. They then discussed Angeleta Gray's Campaign Finance Report showing payments to Alberta McCarthy, and Angeleta Gray agreed that this was the same person who wrote the \$1,201.92 check for her loan payment. When asked why Alberta McCarthy had not delivered a check from Angeleta Gray instead of her personal check, Angeleta Gray simply replied that *"I don't know, I mean she's a friend of mine, she does things for me all the time. Drop off things, pick up things, I mean, outside of the campaign, outside of...very close our families are very close. So, I wasn't...we weren't probably not even thinking about it."* Zampini stated, *"It doesn't look good...on its face it doesn't look good."* She replied, *"Yeah."*

End of Interview.

- **Summary of sworn interview with Alberta McCarthy, conducted by SAO Investigators Zampini and Amero on Tuesday, February 11, 2014**

Alberta McCarthy identified herself, and was placed under oath by Investigator Zampini.

Investigator Zampini asked if Alberta McCarthy knew Angeleta Gray. McCarthy advised that she did. When asked in what capacity she knew her, McCarthy replied, *"She's my friend."* When asked how long Angeleta Gray had been her friend, Alberta McCarthy advised they have been friends since about 2005, although she knew Angeleta Gray before then as a hair stylist, and that she was friends with Angeleta Gray's mother. Investigator Zampini asked if Alberta McCarthy knew the name of Angeleta Gray's hair shop and where it was located. She responded, *"The name of her current shop is Top Notch Beauty Spa and Suites."* She also knew the address of the business in Delray Beach.

Investigator Zampini asked where Alberta McCarthy was employed. She advised she was a real estate broker with Homes of Distinction, also located in Delray Beach. Investigator Zampini asked where else Alberta McCarthy works, and she replied that she also works for International Enterprise Development (IED) where she is a "Training Director" for people who want to go into business or expand their business. When asked if she works for IED on

³ While not addressed directly in the audio portion of this interview, a copy of this check provided to COE staff by the SAO, showed that the check for \$1,201.92 written by Alberta McCarthy on her personal bank account, was dated 11/5/13, was made payable to, "Business Loan Fund." The declaration "SBA04-SBA 0364-Gray-Top Notch" was written on a line located on the bottom left hand corner of the check, referred to by Investigator Zampini in the interview as the "memo field" of the check.

commission or receives a salary, Alberta McCarthy stated she receives a salary. Investigator Amero asked her, *"How long have you been doing that?"* She replied, *"This has been almost three years, I think this is my three year anniversary."* When asked about IED's business address, Alberta McCarthy replied the company is housed in Ocean Ridge. She further stated that the job she is currently doing for IED is in Pompano Beach, where she conducts workshops and training. Alberta McCarthy verified that IED works under contract with the Pompano Beach CRA to provide this training. When asked if she knew the amount paid to IED under this contract, Alberta McCarthy stated, *"I'm not the Principal, so I don't do that part."* Alberta McCarthy was asked if she solicited this contract for IED, or attended the meetings for this contract. She replied that the contract was already in place. She believed the contract with IED and Pompano Beach CRA has been in place about eight years, although previously it had been funded by HUD.⁴

Investigator Zampini asked if IED conducts business in Palm Beach County. Alberta McCarthy stated that IED will do business with anyone who enters into a contract with them, but she was not aware of any IED contracts existing at this time in Palm Beach County. She did advise that IED went after a bid to do business with the City of Delray Beach, and they have done business in Boynton Beach. When Investigator Zampini asked if IED had gotten the contract with Delray Beach, Alberta McCarthy replied that they had been awarded the bid, but there was a protest of the award filed. Investigator Zampini asked who presented the bid package to Delray Beach. Alberta McCarthy stated that there were no oral presentations done. She explained that instead of being an RFP (Request for Proposal), Delray Beach had issued an RFQ (Request for Qualifications), so there was simply a paper package submitted. Investigator Zampini asked if Alberta McCarthy knew the amount of the potential contract for IED. She stated, *"I did not do the paperwork, however the RFQ was for services up to I believe \$50,000."* Investigator Zampini asked if the contract was renewable, and Alberta McCarthy stated she believed it was for one year and they would then consider whether to continue the program. Alberta McCarthy stated that she believed the RFQ was a joint endeavor between the City of Delray Beach and the Delray Beach CRA as part of an economic development effort.

Investigator Zampini asked if Alberta McCarthy attended any meetings with the City concerning this RFQ. She replied that there was one mandatory preliminary meeting in November or December 2013 that she attended with Dr. Allison (Principal of IED), and that no one else from IED attended these meetings. Also attending the meetings were City staff, CRA staff and representatives for the other company that responded to the RFQ. This other company was described by Alberta McCarthy as involved in a joint venture with the Business Loan Fund. She stated that she was at this meeting as IED's Training Director, but it was set up as an information gathering process for the RFQ responders, not a meeting to answer the City or CRA's questions.

Investigator Zampini then showed Alberta McCarthy the check for \$1,291.92 written by her to make a payment on Angeleta Gray's business loan. Alberta McCarthy agreed it was her personal check written for that purpose. She also agreed that Angeleta Gray was a Commissioner for the City of Delray Beach. When asked why she wrote this check, Alberta McCarthy replied, *"I wrote the check to make a payment on this loan."* Investigator Zampini again asked, *"Why?"* Alberta McCarthy replied, *"I did it to help my friend."* When asked if she had helped other friends in this fashion, she replied, *"Absolutely."* When Investigator Zampini asked, *"Paying off their debts?"* Alberta McCarthy replied, *"Not paying them off, but helping them, absolutely."*

Investigator Amero asked how Alberta McCarthy knew about this loan. She stated that because she was a real estate broker, when Angeleta Gray had real estate questions, she would answer them. Alberta McCarthy stated that she had always known about this loan. Investigator Amero asked why Alberta McCarthy would offer to pay on this loan, and asked if Angeleta Gray was delinquent on the loan. Alberta McCarthy was asked if Gray asked her to make the payment, to which she replied, *"No, she absolutely did not."* She was then asked how she knew the loan was delinquent, and stated that she and Angeleta Gray talk on a regular basis as friends, and they had talked about her being behind on the loan. McCarthy stated that she told Angeleta Gray she was going to help her. When asked if she had ever made a payment on this loan before, Alberta McCarthy stated, *"I couldn't say. She's had this loan since...since the building closed. I don't think that I have but I'm not positive."* Investigator Amero then asked

⁴ U.S. Department of Housing and Urban Development.

Alberta McCarthy, *"How delinquent was she? Was she one month past due or two months past due? Was she nearing foreclosure?"* Alberta McCarthy replied that she did not know that foreclosure would be perpetuated by this. Investigator Amero then asked, *"Okay default...was she in default, was she nearing default?"* Alberta McCarthy replied, *"She was in default."* Investigator Amero asked, *"Do you remember how many months approximately?"* She answered, *"This is what I do remember. I remember that she was to the point she could almost pay this off. And in order to get it paid off....I know she's almost at the end of the loan...That I remember verbatim. I don't remember the months right now, and I don't have anything to look at to help me with that."* Alberta McCarthy was asked if Angeleta Gray had signed a promissory note to pay her back when the building was sold or refinanced. She replied, *"No."* Alberta McCarthy was then asked if there were any discussions of repayment. She again replied, *"No."*

Investigator Zampini then told Alberta McCarthy that there was another check for \$497, and asked if Alberta McCarthy also took this check to the Business Loan Fund.⁵ She replied, *"Yes I did."* She also agreed she had probably taken this check to the Business Loan Fund sometime around December 30, 2013. When asked why she delivered this check for Angeleta Gray, Alberta McCarthy stated that she believed Angeleta Gray was out of town at the time. Alberta McCarthy stated that she "signed in" when delivering the check with her own name, and listed "Top Notch" as the business. When asked, Alberta McCarthy advised she was not associated with "Top Notch" and had no ownership interest in that business. Investigator Zampini asked if Angeleta Gray had paid her any money from her campaign fund. Alberta McCarthy replied, *"I am her Campaign Manager."* When asked how much she was paid, Alberta McCarthy stated, *"Like, \$500 a month."* She advised she has been Angeleta Gray's Campaign Manager for about three months. When asked if she was paid in cash or by check, Alberta McCarthy stated, *"Check."*

Investigator Zampini asked Alberta McCarthy if IED reimbursed her for the \$1,200 she had given to pay on the business loan. Alberta McCarthy replied, *"Excuse me? No."* She went on to state that she does work for IED, but is also a real estate broker and makes commissions from that as well. Alberta McCarthy stated, *"IED doesn't know anything about this. I understand you have to ask, but they know nothing about this."*

Investigator Amero asked a clarifying question about the business loan, *"Just on the conversation....You're saying that she was applying for a loan to refinance or something when you noticed that she was in default?"* Alberta McCarthy replied, *"That is correct."* Investigator Amero then asked what her conversation with Angeleta Gray was about this issue. She replied that Angeleta Gray admitted her business was off due to the slow economy. The conversation took place she believed in the first quarter of 2013 and they discussed different ways Angeleta Gray could re-budget or restructure her finances. But, Alberta McCarthy was not able to help Angeleta Gray at that time financially because she needed to provide financial help to her own daughter. However, later in 2013 she was able to help, and since she considers Angeleta Gray like one of her own children she did so. When asked about that conversation Alberta McCarthy stated that she simply told Angeleta Gray she was going to help her, and mailed the check for the payment herself. Alberta McCarthy stated that there was never any talk about repayment. Investigator Amero advised that Alberta McCarthy said she had done things like this in the past with others. He asked her if she had ever expected to be repaid concerning such financial help for these others. Alberta McCarthy talked about having been in need herself at times, and people helped her with no expectation of repayment. She tries to pay these forward for others.

Investigator Zampini asked if Alberta McCarthy was going to be the Training Coordinator for Delray Beach if they got the contract. She replied, *"If IED gets that job then I would be the Training Director here."* He then asked her why she only paid the \$1,200 on the loan, why didn't she pay the other \$700 to pay the loan off. Alberta McCarthy stated that at the time she had another friend who was, *"going through a terrible situation. I only have the where-with-all to do so much."*

⁵ The second check referred to by Investigator Zampini in this interview with McCarthy, is check #468, written on Top Notch Hair Dimensions' business account to the Business Loan Fund of the Palm Beaches (BLFPB) for \$497.76, dated December 9, 2013. This check was listed as being credited to Gray's loan by the BLFPB on December 30, 2013. A copy of this check and the BLFPB account sheet was secured by COE staff from the SAO case file by public records request. In the lower left hand corner is the following information, "SBA0364-Paid in Full."

Investigator Zampini asked, "At the time you wrote the check, you were aware that IED was bidding on the contract, is that correct?" Alberta McCarthy replied, "Yeah." Investigator Zampini then asked if she gets yearly bonuses from IED, to which she replied, "No, I'm a salaried person." There was then a brief discussion of the location of the IED office in Ocean Ridge.

Investigator Amero asked, "Did you ever feel that there might have been a conflict to be in the position you're in, and to have her in the position she was in, to be paying money to pay off somebody's mortgage?" Alberta McCarthy replied, "I never had the thought. In fact until you started asking the questions the way that you did here, that's when I said, 'Oh, I see what's going on here.' And I say that to you because, having been an elected official at one time myself....you know, you have these positions, and then you have a personal life as well. So, no I did not connect the dots....I did not have that thought...I have someone who is in....as a Director for IED, that is my profession, that's what I do. And, if IED wins that, it will be because of the work we have already done...it will be because we are qualified...and that's what we do. It has absolutely nothing to do with anything else." Alberta McCarthy was then asked, "This loan was paid off in advance of the vote, correct?" She replied, "I'm not sure, because I was not thinking about that." Alberta McCarthy was asked concerning Angeleta Gray, "Do you think that might have influenced her in any shape or form?" She answered, "Influenced her in what sense? She had nothing to do with the decision of this. The RFQ goes to the staff of Delray Beach, and to the staff of the CRA." Investigator Amero stated, "Sure, but as a commissioner of Delray Beach she holds a lot of power in any community." Alberta McCarthy replied, "Help me understand that."

After some further discussion about the power of elected officials, Alberta McCarthy stated, "This was not an RFQ that was presented to the Commission at all." Investigator Zampini replied, "But the Commission voted on it on 12/10, in favor of hiring IED." Alberta McCarthy answered, "I thought the decision was made by the staff. I understand what you're saying. The vote for IED came from the staff...it did not...the Commission ratified it."

Investigator Amero interjected, "Exactly, the Commission is the only one who can ratify it. Staff can make recommendations. That's it." Alberta McCarthy then stated, "Got you. Okay."

Investigator Zampini asked, "So you didn't feel there was any impropriety at all in paying somebody's mortgage and then having them vote on something you were directly involved in." She was also told that IED's bid was higher than the other bid, but they still got the contract. Alberta McCarthy stated that she was not aware of that, "And in answer to your question...No, I was helping my friend...I did not even think that." There was then some discussion with Alberta McCarthy of a requirement for her to keep the conversation with investigators secret while the investigation was ongoing, other than with an attorney.

End of interview.

- **Summary of sworn interview with Dr. Lynn Allison, President of IED, conducted by SAO Investigators Zampini and Amero on Thursday, February 13, 2014**

Dr. Allison identified herself, and was placed under oath by Investigator Zampini.

Dr. Allison identified herself as the President and sole owner of International Enterprise Development, Inc. (IED). Dr. Allison was asked if she was familiar with Alberta McCarthy and advised she was. When asked what capacity Alberta McCarthy holds within IED, Dr. Allison replied, "She is the Training Director for the Pompano Beach CRA Business Loan Fund Program." Investigator Zampini asked if Dr. Allison, "Did you put in a bid for Delray?" Dr. Allison advised that she had. Investigator Zampini asked Dr. Allison to tell him about this project. Dr. Allison advised, "Yes, they put out a request for proposals for a micro-enterprise program. We applied, and we won the bid." Dr. Allison was asked what IED does, and advised that they deal with low income individuals who have no access to credit. IED puts on classes to teach these individuals the basics of business. The Delray contract was for \$50,000 per year over a possible three-year period, providing the City was satisfied with the work of IED each year. The other proposer for the contract was The Business Loan Fund of the Palm Beaches-CEO (BLFPB).

When discussing the award of the bid to IED, Dr. Allison stated they attended the selection committee meeting and that there were five judges present, and that all five judges scored them (IED) higher than the other firm. Dr. Allison stated that there were no presentations made by either firm at the meeting. The judges read the score sheets and the totals, and she believed that IED won the bid by 17 points. Dr. Allison did state that representatives of both bidders were at this selection committee meeting, and that Alberta McCarthy was also present. Investigator Amero asked if IED were to win the bid over the current protest, what position would Alberta McCarthy have in this contract. Dr. Allison advised that she would do exactly what she does for the current Pompano Beach project, conduct training for English speaking clients. Dr. Allison stated she has another trainer who would conduct training for clients who speak Creole, and Dr. Allison herself would conduct training for Spanish speakers. Dr. Allison also stated that besides classes, IED also provides loans for businesses in Pompano Beach, and hopefully would be able to do that in Delray Beach as well. However, at this point, the contract is only for training.

Investigator Zampini asked if Alberta McCarthy was on a salary, or paid by commission. Dr. Allison stated that Alberta McCarthy earns \$2,500 per month for the time that she puts in. She does training classes on Thursday nights and does one-on-one consultations with clients on business plans. Investigator Zampini asked how long Alberta McCarthy has been working with IED. Dr. Allison stated that she believed it was her third year. Dr. Allison advised that IED has been in existence in the U.S. since 1997. She stated that Alberta McCarthy is paid a straight salary, and does not receive bonuses. There is discussion by Dr. Allison about the Pompano Beach program, and the success it has had, which Dr. Allison stated she would like to emulate in Delray Beach.

Investigator advised Dr. Allison that Alberta McCarthy had written a \$1,200 check to Commissioner Gray of Delray Beach. He then asked her if she was aware of this, to which Dr. Allison responded, *"Uh, I'm not aware of it until you told me. But, I wouldn't be surprised by it because they have a personal relationship. They're very close."* When Investigator Zampini said that this occurred just prior to the vote for the contract from Delray Beach, Dr. Allison replied that there is no question that it had nothing to do with the vote, because IED has exactly the qualifications the City was looking for.

When Investigator Amero asked if IED's bid was not higher than the other bid, Dr. Allison responds that there were no bids. The contract was for \$50,000 and it was awarded based on who could do it. IED has been doing this work in Florida for 25 years throughout the state, and Dr. Allison did micro enterprise work in Barbados for 20 years previously.

At this point, there was some discussion about the "bids" themselves, and that IED's "bid" was \$54,000. Dr. Allison states that Steve Spaulding worked on the finance end and not Alberta McCarthy. Dr. Allison refers to Spaulding as, "another consultant of mine", which is the first time Dr. Allison uses the term "consultant" when discussing her team's working relationship with IED. Dr. Allison then points out that it wouldn't have mattered what amount IED placed on their submission, because the grant was for \$50,000 and that's all that would have been paid by the City unless there were additional activities that City wanted to pay for.

Investigator Zampini then reads from BLFPD's bid protest letter that IED's bid was over the \$50,000 threshold of the contract.⁶ Dr. Allison states again that it wouldn't have mattered, the contract was for \$50,000 period, and that Alberta McCarthy did not work on the financial issues concerning the RFQ, Steve Spaulding handled that. Dr. Allison explained that they were never informed by the City of any budget overage. Dr. Allison states that IED was selected by the staff selection committee, and their selection was approved by the City Commission. It was not until she went to the City to sign the actual contract that she was informed of the bid protest, and that the City was not able to enter into the contract with IED until the protest had been addressed.

Investigator Zampini asked Dr. Allison again if Alberta McCarthy ever asked to be reimbursed by IED or her for the \$1,200 she paid on Gray's business loan. Dr. Allison advised she did not. She also stated that Alberta McCarthy

⁶ The BLFPD protest letter to the City of Delray Beach dated December 13, 2013, was provided to COE staff in the SAO public records request previously discussed.

had nothing to do with the actual RFQ. Dr. Allison stated that she herself wrote it and had a contractor help her with the submission. Dr. Allison agreed that Alberta McCarthy did sit in with her at a meeting prior to the RFQ "going out," and at the selection committee meeting after the proposals had been scored. Dr. Allison was asked what amount of money would be earned by Alberta McCarthy if the Delray contract was approved. She said because the amount was low, probably no more than \$1,000 per month, although she and Alberta McCarthy had not yet negotiated that issue. This amount would be in addition to the \$2,500 Alberta McCarthy now earns for the Pompano Beach program. Dr. Allison stated that Alberta McCarthy is generally paid \$50 per hour for the hours she puts in. Dr. Allison admitted that for the Delray Beach contract to go through would be in all of their benefits, including Alberta McCarthy, however said that Alberta McCarthy would never pay someone off because she is a woman of great integrity.

Near the end of the interview, Dr. Allison summarized, *"So just very clearly, she makes \$2,500 a month she's made it every time, she's never asked for expenses, she's never gotten a bonus, she did no work on the proposal, and when she sat in on the meetings, she never charged me for any of the time."* Investigator Amero asked if Alberta McCarthy ever mentioned that she paid the \$1,200 on Angeleta Gray's business loan. Dr. Allison stated that would be something personal that they would not talk about. She then says, *"We're not that kind of close, we're colleagues....and she works for me."* She also again discusses Alberta McCarthy's close relationship with Angeleta Gray, and there was some final discussion over the potential contract with Delray Beach.

End of interview.

On October 16, 2015, I was informed that the DVD record for the criminal trial of Angeleta Gray and Alberta McCarthy was ready. After obtaining DVD copies of the trial testimony, I reviewed the entire trial and all testimony presented at this trial. I paid particular attention to the trial testimony of Dr. Lynn Allison, who was called as a witness for the State of Florida on December 2, 2015. I also closely reviewed the trial testimony of Angeleta Gray and of Alberta McCarthy, who both testified on December 3, 2015. Summaries of the relevant trial testimony by these three witnesses are listed in this Report.

Several state witnesses testified at trial, including City staff who testified about the Micro Enterprise Contract and the program expectations, and the City Clerk who testified concerning the recording and use of minutes from City Commission meetings. Lia Gaines, Executive Director of the Business Loan Fund testified concerning Angeleta Gray's outstanding business loan, and the payment of the delinquent amount of the loan by Alberta McCarthy received in November 2013. Her testimony is not summarized, since Angeleta Gray admitted in her testimony that she had an outstanding loan with Business Loan Fund, and that payments on the loan were delinquent, and Alberta McCarthy testified that she made the \$1,201.92 payment on this loan.

Several defense witnesses also testified concerning the close friendship of Angeleta Gray and Alberta McCarthy. However, summaries of this testimony are not provided, as both Angeleta Gray and Alberta McCarthy also testified concerning this close relationship, and the witness testimony added no new information to consider. Finally, the courtroom testimony of SAO Investigator Zampini is not included in a summary of testimony, because the information discussed in that testimony is found within the report and probable cause affidavit written by Investigator Zampini, and provided to COE staff by the SAO.

A summary of the testimony of Dr. Lynn Allison, Alberta McCarthy, and Angeleta Gray is listed below.

- **Summary trial testimony of Dr. Lynn Allison, President of IED**

Dr. Lynn Allison testified at trial on September 2, 2015. She began her direct testimony as a State witness at approximately 1:35 PM, by ASA Hope Baros. She ended direct examination at approximately 1:44 PM. She was cross-examined by Attorney Adam Frankel, attorney for Alberta McCarthy, from approximately 1:44 PM until approximately 1:47 PM. Bruce Zimet, attorney for Angeleta Gray then conducted cross-examination of Dr. Allison from approximately 1:47 PM to 1:59 PM. ASA Hope Baros then conducted a brief re-direct examination at

approximately 1:59 PM that lasted until 2:00 PM. Dr. Allison was then excused as a witness. As with all trial testimony, this testimony was given under oath. Dr. Allison was the last witness to testify on the first day of trial.

- Direct examination by ASA Hope Baros.

Dr. Allison testified that she was vice-mayor of the Town of Ocean Ridge, and that she is employed as the President of International Enterprise Development (IED). She then briefly explained what IED does, and that she founded the company in the U.S. in 1997. Prior to that, she did the same work for a similar company she owned in Barbados.

Dr. Allison stated that she did know Alberta McCarthy and identified her in the courtroom. Dr. Allison stated that she knows Alberta McCarthy as the Training Director for the IED contract with Pompano Beach, and that she also has done work for IED for a different contract in Boynton Beach. The ASA asked Dr. Allison, how long McCarthy has been employed by IED, and if she was still employed by them. Dr. Allison responded, *"She's an independent contractor. It'll be five years in December. I had to check that out because in a statement I made earlier this year, I think I said three years. She is still employed as an independent contractor with IED."* Dr. Allison then relays the information asked about payment to McCarthy, saying that she earns about \$2,500 per month or \$50 per hour for her time with the Pompano Beach contract. As of January she has taken on additional duties within the Pompano Beach contract, so she is now paid \$3,500 a month.

Dr. Allison is then asked questions about the Delray Beach RFQ, and agreed that IED had submitted for that contract. Dr. Allison was asked if the contract was awarded to IED, would McCarthy be a part of that, to which she answered, *"I certainly hope so, she is an outstanding trainer."* Dr. Allison stated that if the RFQ had been awarded to IED, McCarthy would have received approximately \$1,000 per month from this contract, although she had not yet negotiated this with McCarthy. Both she and McCarthy attended two meetings for this RFP, a pre RFQ meeting and the selection committee meeting where IED came in first on all five score cards.

- Cross-examination by Adam Frankel, Attorney for Alberta McCarthy.

During her testimony under questioning by Attorney Frankel, Dr. Allison once again stated that Alberta McCarthy was an independent contractor of IED, and stated that she had signed multiple independent contractor agreements with IED. Dr. Allison also stated that she was never asked to provide any of these contracts. She was then asked if McCarthy was paid by the hour for her work. Dr. Allison responded that it was a little tricky because the amount of hours she puts in is always more than she is going to be paid, because McCarthy is very conscientious. Dr. Allison was asked if Alberta McCarthy was an owner of IED, to which she responded, *"No she was not."* She was asked if Alberta McCarthy was a director of the company, and again responded, *"No she was not."* When asked if Alberta McCarthy was a manager of the company, Dr. Allison stated, *"No...well she was a director of what she did, which was training."* Attorney Frankel stated, *"As an independent contractor?"* To which Dr. Allison replied, *"Yeah, as an independent contractor."* Dr. Allison agreed that Alberta McCarthy was not on the company's articles of incorporation. Dr. Allison also advised that McCarthy had nothing to do with proposal writing or liaison with company funders, as that was not in her sphere of influence. Attorney Frankel asked if McCarthy was a "1099 employee?" Dr. Allison stated that she was and remains so today. She also agreed she had filed the IRS Form 1099 for McCarthy every year she did work for IED. Dr. Allison was asked if law enforcement [SAO investigators] ever asked for the IRS 1099 Forms. She replied that they did not, they only asked for the check books for the company. Dr. Allison advised that only she herself was authorized to sign company checks.

- Cross-examination by Bruce Zimet, Attorney for Angeleta Gray

Attorney Zimet asked several questions based on her previous testimony, in which Dr. Allison verified that Alberta McCarthy was an independent contractor and not an employee of IED in November 2013, when she wrote the \$1,201.92 check to BLFPB on November 5, 2013. Dr. Allison also stated during this examination that there was an actual signed contract between IED and Alberta McCarthy for her work. When asked if this contract was ever requested by any government agency, Dr. Allison advised it was not, but that she would have provided a copy if they had asked. Attorney Zimet then stated, *"When investigators spoke with you, you certainly told them that Ms.*

McCarthy was in fact an independent contractor, isn't that correct? Dr. Allison replied, "I don't think they asked that, but had they asked that of course I would have....I'm not certain." From the next discussion, it became clear that neither prosecutors nor either defense attorney had a copy of the contract between IED and Alberta McCarthy, as it was objected to as hearsay when Attorney Zimet spoke of the terms of the contract, and was never produced for the witness to authenticate while testifying. Attorney Zimet did however manage to have Dr. Allison state that her intent was that Alberta McCarthy be an independent contractor and not an employee of IED. Attorney Zimet was also able to have Dr. Allison agree that it is correct to say Alberta McCarthy was "employed" by IED, but incorrect to say she was an "employee" of IED, because she was an independent contractor. Dr. Allison also agreed with a distinction made by Attorney Zimet that being an instructional director is different than being a corporate director, and that McCarthy was not a corporate director for IED.

- Re-direct examination by ASA Hope Baros.

This re-direct examination consisted of a brief discussion of previous testimony concerning Alberta McCarthy's independent contractor status and her attendance with Dr. Allison at certain meetings regarding the Micro Enterprise Contract.

- Summary of motion hearing prior to witness testimony on the morning of December 3, 2015

Prior to the trial testimony of Alberta McCarthy being given on the morning of December 3, 2015, there was a lengthy discussion between the prosecution, defense and County Judge Daliah Weiss concerning a potential "discovery violation." Defense attorney Frankel (Alberta McCarthy's attorney), sought to introduce certain documents discussed during Dr. Allison's testimony the previous day, that supported the defense allegation that Alberta McCarthy was not an employee of IED but was an "independent contractor" in the employ of IED. The specific documents discussed were a written agreement between IED and Alberta McCarthy for the work IED performed in Pompano Beach. The contract specifically stated that McCarthy was to work as an independent contractor for IED in Pompano Beach. The second set of documents discussed were IRS Forms 1099-MISC from 2013 and 2014, filed by IED regarding IED payment for McCarthy's work in Pompano Beach.⁷

The issue became a potential discovery issue because as stated earlier, neither the defense nor the prosecution appeared to be aware of these documents prior to the testimony of Dr. Allison, and therefore these documents were not given to the prosecution prior to trial. The judge ruled that this violation was not intentional, since neither the prosecution nor the defense was aware of these documents prior to Dr. Allison's testimony as a state witness. The prosecution was given time by the judge to review the documents, and the documents were eventually allowed to be introduced as evidence at trial.

- **Summary of trial testimony of Alberta McCarthy**

Alberta McCarthy testified at trial on September 3, 2015. It should be noted that she was present during Dr. Allison's testimony, and that since she was a co-defendant in this criminal trial, she was a defense witness for direct examination purposes. Alberta McCarthy began her direct testimony under direct examination by attorney Frankel at approximately 11:43 AM, and ended at approximately 1:27 PM. The jury was excused for lunch at 11:56 AM and returned to the courtroom at approximately 1:07 PM. At approximately 1:08 PM, Alberta McCarthy resumed her testimony under direct examination. McCarthy was next questioned by Angeleta Gray's attorney, Bruce Zimet, from approximately 1:27 PM until approximately 1:32 PM. She was cross-examined by ASA Marci Rex from 1:32 PM to 1:38 PM. Attorney Frankel conducted a short re-direct examination at approximately 1:39 PM that lasted until 1:41 PM. Alberta McCarthy was then excused as a witness. As with all trial testimony, this testimony was given under oath.

⁷ The U.S. Internal Revenue Service website (www.irs.gov) identifies the differences between a Form W-2, and Form 1099-MISC thusly: "Employers use Form W-2, Wage and tax statement, to report wages, tips and other compensation paid to an employee. Payers use Form 1099-MISC, Miscellaneous income, to report payments made in the course of a trade or business to a person who is not an employee or to an unincorporated business."

- Direct examination of McCarthy by attorney Adam Frankel.

Alberta McCarthy testified under direct examination that she is employed, and currently works three jobs. In 2014, she worked in two jobs, as a real estate broker and as a trainer. She admitted that she did work for IED in 2014, and that she did so under an independent contract with IED. Alberta McCarthy also testified that she was employed with the City of Delray Beach from 2000-2006, as a City Commissioner and Vice-Mayor. She left this position because she was time limited.

Alberta McCarthy admitted to writing a personal check in November 2013 in the amount of \$1,201.92 on behalf of Angeleta Gray to the Business Loan Fund. When asked why she wrote that check, she replied, *"I was helping Angeleta."* Under direct examination, Alberta McCarthy discussed her close relationship with both Angeleta Gray and Angeleta Gray's parents. There was a discussion of a storage unit rented by Alberta McCarthy and that in 2005 Angeleta Gray paid an overdue balance for her. Alberta McCarthy also testified that in 2006 she became homeless due to the real estate crash. Angeleta Gray and her husband allowed her to live at their home. During the first six-months, Alberta McCarthy paid no rent while living in Angeleta Gray's home and stayed in the home for one and one-half to two years.

Alberta McCarthy testified that she assisted Angeleta Gray with becoming a member of the Delray Beach CRA. She also testified that she served as Angeleta Gray's campaign manager in two campaigns for Delray Beach City Commissioner. She served on a volunteer basis during Angeleta Gray's initial successful campaign, and was paid \$500 per month for her service during Angeleta Gray's re-election campaign. Alberta McCarthy stated that she was not always paid during this re-election campaign, if the campaign was low on funds.

Alberta McCarthy identified the \$497.76 check dated December 9, 2013, made out to Business Loan Fund, and written on the business account of Top Notch Hair Dimensions of Palm Beach. She also stated that she had delivered this check to the offices of the Business Loan Fund for Angeleta Gray. This check was to pay the balance of Angeleta Gray's loan. Alberta McCarthy also identified an "Independent Contractor Agreement" dated in 2013 that was signed by her and Dr. Allison for her work in Pompano Beach. She further identified a Form 1099-MISC dated in 2013 given her by IED.

Alberta McCarthy testified concerning the interview with SAO investigators and identified the \$1,201.92 check she had written to the Business Loan Fund on November 5, 2015. She testified that the SAO investigators had presented a copy of this check for her review during this interview on February 11, 2014. Alberta McCarthy also testified that she was not aware of the subject of this interview prior to it being conducted and had not prepared for the interview. Alberta McCarthy stated that she did not consider the check a "gift" to Angeleta Gray. She further testified that she has never considered herself to be a "vendor" of the City of Delray Beach, or to be an owner, corporate director, corporate manager, or employee of IED, and has always considered herself to be an independent contractor with IED.

- Examination by Angeleta Gray's attorney, Bruce Zimet.

Alberta McCarthy again identified the two checks she had taken to the business loan fund, one from her personal bank account for \$1,201.92, and one written on the business account of Angeleta Gray for \$497.76, which paid the balance of the loan owed to Business Loan Fund by Angeleta Gray. Attorney Zimet asked Alberta McCarthy why paying this loan was important, and pointed out that the payments were made during Angeleta Gray's re-election campaign. Alberta McCarthy stated that it was within the last forty-five days of that campaign. She stated that she was asked to keep her statement secret by investigators, but that it soon became public. She stated that the negative publicity from the investigation was *"every place, all over the news."* When asked if she told the news about the investigation, she replied, *"Absolutely not."* Alberta McCarthy was asked how the negative publicity related to Angeleta Gray; however, that question was not answered due to an objection by the State as to the relevance of the question which was sustained by Judge Weiss. Alberta McCarthy stated later that Angeleta Gray lost her re-election bid in the March 2014 election, which was held approximately forty-five days after her interview with SAO investigators.

- Cross examination by ASA Marci Rex.

Under cross examination Alberta McCarthy agreed that she knew Angeleta Gray well, and was aware that Angeleta Gray was a sitting Delray Beach City Commissioner. She also agreed that she had also once served as a City Commissioner. Alberta McCarthy further agreed that she was aware of the pending IED bid with the City, and that her name was contained within the bid as submitted by IED. Alberta McCarthy was asked if as a result of IED getting the Delray Beach bid, she would receive a salary increase. She stated, *"I was going to receive compensation, yes."* ASA Rex asked Alberta McCarthy directly if she received a salary from IED, to which she answered, *"No."* Alberta McCarthy was asked by ASA Rex, *"Do you recall giving a statement to Mr. Zampini?"* Alberta McCarthy stated, *"I'm trying to remember what we listened to yesterday, and what I read. And it is possible that I used the term 'salary.' The amount of money of the fee that I am actually paid from IED, is a formula that we put together based on an hourly fee and approximately how many hours it takes me to do what I do for that company under my independent contractor agreement."* ASA Rex asked if Alberta McCarthy remembered being asked by Investigator Zampini while under oath, *"Do you work on commission or is it salaried....do you remember being asked that question?"* She replied, *"Of those two choices, salary was more appropriate."* ASA Rex continued, *"And your answer was 'it's a salary'?"* Alberta McCarthy replied, *"As I said it was more appropriate."*

Alberta McCarthy agreed that during the time the IED bid was before the City Commission, she was the campaign manager for Angeleta Gray's City Commission re-election campaign. She also agreed that she knew the IED bid proposal was before the City Commission, and she knew that Angeleta Gray sat on the City Commission. Alberta McCarthy agreed on cross examination by ASA Rex that in November 2013 she had written the check for \$1,201.92 to the Business Loan Fund on behalf of Angeleta Gray to help her pay on her loan. She also agreed she did so voluntarily and without expectation of anything in return for doing so, but pointed out that Angeleta Gray had assisted her in the past. Alberta McCarthy also admitted that she did not ask for or expect repayment from Angeleta Gray for this payment on the loan, and that she and Angeleta Gray had conversations about this delinquent loan in the past. She was aware how much of the loan was overdue based on paperwork she had gotten from Angeleta Gray. Alberta McCarthy stated that she got the loan number from this paperwork and put that number into the memo section of the check. When ASA Rex asked about specific discussions Alberta McCarthy had with Angeleta Gray about her paying on this loan, she stated that Angeleta Gray had other financial issues that Alberta McCarthy was aware of, but this was the one she decided to address.

- Re-direct examination of Alberta McCarthy by attorney Adam Frankel

Alberta McCarthy re-stated that she had written the check for \$1,201.92 to the Business Loan Fund for payment of the delinquent portion of the loan, and that she placed the loan account number and the name "Gray" into the memo section of the check to make sure it was credited to the correct account.

- **Summary of trial testimony of Angeleta Gray**

Angeleta Gray testified at trial on September 3, 2015 after Alberta McCarthy. It should be noted that she was present during the trial testimony of both Dr. Lynn Allison and Alberta McCarthy. Angeleta Gray began her direct testimony under examination of her attorney, Bruce Zimet, at approximately 1:42 PM. This testimony ended at approximately 2:12 PM. She was cross examined by ASA Marci Rex from approximately 2:21 PM until approximately 2:36 PM. Attorney Zimet then conducted a short re-direct at approximately 2:27 PM that lasted only 2-3 minutes, and she was excused. As with all trial testimony, this testimony was given under oath.

- Direct examination of Angeleta Gray by attorney Bruce Zimet.

Angeleta Gray testified during direct examination that she has known Alberta McCarthy for 20-25 years, and was initially introduced to her through Angeleta Gray's mother. She further testified that she is a "hair designer" by trade, and opened her business, "Top Notch Hair Dimensions," in 1996 in Delray Beach. Angeleta Gray testified that she considers Alberta McCarthy both a close family friend and a mentor in the real estate field, and for public

office.⁸ Angeleta Gray stated that she is aware Alberta McCarthy is a former Delray Beach City Commissioner. She testified that Alberta McCarthy had begun “grooming” her for public office around 1996 by helping with her appointment to the City’s CRA Board. Angeleta Gray was appointed to the City Commission in 2009, and ran unopposed in 2010. In 2012, she was opposed in the City Commission election, but won re-election.

Angeleta Gray stated that in 2004, and for nearly two-years, Alberta McCarthy lived with her and her husband due to being homeless. After the first six-months during which Alberta McCarthy paid no rent, she began paying \$800 per month rent, which she paid for approximately eighteen-months. She testified that the initial rent-free period would be valued at approximately \$4,800. Angeleta Gray testified that she never considered this to be a “gift” or a “loan” to Alberta McCarthy, nor did she expect to be paid back. Angeleta Gray stated that it was just one friend helping another. She stated that she and Alberta McCarthy were like family.

Angeleta Gray testified that she was aware that Alberta McCarthy was an independent contractor for IED when she allowed Alberta McCarthy to pay money on the business loan which had been obtained by Angeleta Gray in September 2009. However, she stated that this payment was never considered a gift or a loan, and was never a bribe. Angeleta Gray classified it as just one friend helping another as they always did. Angeleta Gray testified that because of her duties as a City Commissioner, her hair business had suffered. During this time she had an outstanding business loan that was overdue. Alberta McCarthy (who was also her campaign manager for the 2014 City Commission election) thought that the fact that her loan payments were “overdue” might cause a problem in the upcoming election. Angeleta Gray stated that she knew that Alberta McCarthy was going to pay the overdue portion of the loan to make sure it was not an election issue, however she was not involved in the actual money transfer and was not sure exactly when the payment was made. Angeleta Gray stated she never made a connection between receiving this monetary assistance from Alberta McCarthy and the IED bid for a City contract, even though she was aware Alberta McCarthy was an independent contractor for IED. Angeleta Gray stated that she and Alberta McCarthy never discussed the IED bid for the Delray Beach Micro Enterprise contract.

Angeleta Gray testified that the consulting concept to assist small business owners in Delray Beach was discussed by the City and the CRA for nearly a year. In June 2013, the CRA asked the City to partner with them on this project, and the City Commission voted to do so. Angeleta Gray stated that City Commissioners had no more involvement with this project until after the RFQ had been sent out, and City staff made their initial recommendation to give the contract to IED. City Commissioners received that recommendation about a week prior to the December 10, 2013 vote to award the contract to IED.⁹ Angeleta Gray stated that the vote to award the City contract to IED on December 10, 2013 was not connected to the loan payment made by Alberta McCarthy, and that she was always aware that Alberta McCarthy was an independent contractor for IED, not an employee. Further, Angeleta Gray testified that the vote was a 5-0 vote for IED, and that staff had recommended IED.

Angeleta Gray testified that she never saw the check written for her business loan by Alberta McCarthy until it was shown to her by an SAO Investigator during her statement to them in February 2015 however she was aware the check had been sent. She testified that the business loan was initially taken to pay off taxes she owed on her business. Angeleta Gray testified that on December 9, 2015, she wrote a check from her business account for \$497 to pay off the balance of the loan. She also testified that believes that the publicity from this incident was what caused her to lose the City Commission election in 2014.

- Cross-examination of Angeleta Gray by ASA Marci Rex.

During this testimony, Angeleta Gray stated she was aware that Alberta McCarthy was the Training Director for IED, but reiterated that Alberta McCarthy was an independent contractor for IED, not an employee. While Angeleta Gray did know Alberta McCarthy would be paid for her work with IED if the City awarded the contract to

⁸ According to the website for the Florida Department of Business Regulation (www.myfloridalicense.com), Angeleta Gray holds valid licenses as a Cosmetologist, as well as a Real estate Broker. Alberta McCarthy holds a valid license as a Real Estate Broker.

⁹ The letter from then City Purchasing Manager Lulu Butler to the City Manager and City Commission advising of the Selection Committees recommendation to award the bid to IED was dated December 4, 2013.

IED, she was not aware of how much Alberta McCarthy would be paid. Angeleta Gray also stated that she had taken training from the PBC Commission of Ethics staff, and signed a training acknowledgement form. She also stated she was aware that Alberta McCarthy was going to make a loan payment on her behalf, and never discussed any repayment of these funds to Alberta McCarthy. Angeleta Gray again stated that this loan payment was never considered a gift in her mind, but was given out of "good will" as one friend helping another.

- Re-direct examination of Angeleta Gray by attorney Bruce Zimet.

Angeleta Gray testified on re-direct examination that the money paid on her business loan by Alberta McCarthy was a "favor" from a close friend, "something to help me out." Angeleta Gray again stated that she did not consider this payment to be a "gift."

End of trial testimony summaries.

After reviewing the documentary evidence in this case from the available sources including, the statements of Angeleta Gray, Alberta McCarthy and Dr. Allison as given to SAO investigators in February 2014, and in trial in September 2014, I attempted to make contact with the City of Delray Beach/CRA employees who were on the Selection Committee that initially selected IED for award of the Micro Enterprise Technical Assistance Consulting bid. I was unable to contact two of the members of the Selection Committee, as they are no longer employed by the City or the CRA, and I was unable to obtain their current contact information.

The purpose of contacting Selection Committee members was to determine whether any improper contacts were made with Selection Committee members during the time period in which the Selection Committee was considering the two bids submitted for this project by representatives of either proposer (IED and BLFPB/CEO), which would have been when the "cone of silence" provisions under the County Lobbyist Registration Ordinance were in force. I also wanted to determine if any Selection Committee member had been contacted by another Selection Committee member, by Angeleta Gray, by any member of her City staff, by Alberta McCarthy, or by anyone with an interest in steering the Micro Enterprise Contract to either proposer, prior to or during this same period.

Contact with Selection Committee members under certain circumstances by certain persons could be a violation of either the "cone of silence" restrictions if done by any representative of either bidder, or potentially a violation of §2-443(b), *Corrupt misuse of official position*, of the PBC Code of Ethics, if improper contact to influence the Selection Committee members was made by Angeleta Gray, her staff, or anyone who was either an official or employee of the City. I wished to ensure that there was no violation of either the "cone of silence" during the bidding period, or evidence of a "*quid pro quo*" issue in violation of §2-443(b), concerning either the initial award of the bid to IED or the eventual award of the bid to BLFPB/CEO.

- **Telephone interview: Ferline Mesidort, Member, Micro Enterprise Technical Assistance Consulting Selection Committee**

On October 28, 2015, at approximately 2:00 PM, I made contact by telephone with Ferline Mesidort, Neighborhood Services Administrator for the City of Delray Beach. Ms. Mesidort was a member of the Micro Enterprise Technical Assistance Consulting Selection Committee (the Selection Committee). The Selection Committee made the initial recommendation to the City Commission to select IED for the bid. Ms. Mesidort is also the City's Neighborhood Services Director, and the person who provided me with some of the requested back-up documentation for the bid process earlier in this investigation.

Ms. Mesidort confirmed the five CRA and/or City employees who served on the Selection Committee were:

1. **Vincent Nolan**, Former Director of Economic Development for the City of Delray Beach CRA.
2. **Elizabeth Burrows**, Economic Development Manager for the City of Delray Beach CRA.
3. **Danise Cleckley**, Code Enforcement Administrator for the City of Delray Beach.

4. **Nigel Robert**, Former Neighborhood Services Director for the City of Delray Beach.
5. **Ferline Mesidort**, Current Neighborhood Services Director for the City of Delray Beach.

I asked Ms. Mesidort how the Selection Committee functioned in its role of determining what proposer was to be recommended for award of this contract. She advised that after the proposals and back-up documentation were submitted by the IED and BLFPB/CEO, each member of the Selection Committee individually assessed the information provided and scored them on a tabulation sheet. Selection Committee members did not discuss the proposers or material with each other, or meet as a Selection Committee until November 12, 2013 when they met to release the individual scores of each Selection Committee member and the final tabulation of these individual scores, which were used to make a recommendation to the City Commission. Ms. Mesidort also confirmed that IED was scored the highest on each of the five (5) individual tabulation sheets completed, and received the Selection Committee's recommendation for the Micro Enterprise Technical Assistance Consulting contract.

I then asked Ms. Mesidort if she had been contacted by any representative of IED or BLFPB/CEO, by Alberta McCarthy, by Angeleta Gray or any member of her staff, or by any person wishing to offer their opinion as to which company should receive this contract, anytime after being assigned to the Selection Committee, and prior to the Selection Committee releasing their recommendation on November 12, 2013 naming IED as the company recommended to receive the bid. Ms. Mesidort stated she had not been contacted by or spoken with anyone about the bid prior to or while serving on the Selection Committee, including by other Selection Committee members.

- **Telephone interview: Elizabeth Burrows, Member, Micro Enterprise Technical Assistance Consulting Selection Committee**

On October 28, 2015, at approximately 3:20 PM, I spoke to Elizabeth Burrows by telephone. Ms. Burrows is the Economic Development Manager for the Delray Beach CRA, a position she also held while a member of the Micro Enterprise Selection Committee. I verified with Ms. Burrows that she was a member of the Selection Committee, that each Selection Committee member was individually given the information of the two bidders for the Micro Enterprise Technical Assistance Consulting Contract, and that each Selection Committee member scored each of the two proposers individually and without discussion with the other members of the Selection Committee. I also verified that at the November 12, 2013 public meeting, the individual Selection Committee member's tabulation sheets were scored, and a recommendation to award the bid to IED was based on these tabulation sheets.

I asked Ms. Burrows if she had been contacted by any representative of IED or BLFPB/CEO, by Alberta McCarthy, by Angeleta Gray or any member of her staff, or by any person wishing to offer their opinion as to which company should receive this contract, anytime after being assigned to the Selection Committee, and prior to the Selection Committee releasing their recommendation on November 12, 2013 naming IED as the company recommended to receive the bid. Ms. Burrows advised that she had not been contacted by or spoken to anyone concerning this bid recommendation prior to or while serving on the Selection Committee, including by other Selection Committee members.

- **Telephone interview: Danise Cleckley, Member, Micro Enterprise Technical Assistance Consulting Selection Committee**

On October 29, 2015, at approximately 3:30 PM, I spoke to Danise Cleckley by telephone. Ms. Cleckley is the Code Enforcement Administrator for the City of Delray Beach. I verified with Ms. Cleckley that she was a member of the Micro Enterprise Selection Committee, that each Selection Committee member was individually given the information of the two bidders for the Micro Enterprise Technical Assistance Consulting contract, and that each Selection Committee member scored each of the two proposers individually and without discussion with the other members of the Selection Committee. I also verified that at the November 12, 2013 public meeting, the individual Selection Committee member's tabulation sheets were scored, and a recommendation to award the bid to IED was based on these tabulation sheets.

I asked Ms. Cleckley if she had been contacted by any representative of IED or BLFPB/CEO, by Alberta McCarthy, by Angeleta Gray or any member of her staff, or by any person wishing to offer their opinion as to which company should receive this contract, anytime after being assigned to the Selection Committee, and prior to the Selection Committee releasing their recommendation on November 12, 2013 naming IED as the company recommended to receive the bid. Ms. Cleckley advised that she had not been contacted by or spoken to anyone concerning this bid recommendation prior to or while serving on the Selection Committee, including by other Selection Committee members.

End of investigation.

- **Overview of facts established during COE staff investigation**

1. During 2013, Angeleta Gray, was an elected member of the City Commission for the City of Delray Beach, and was in the process of campaigning for the March 2014 municipal elections in an attempt to be re-elected as a City Commissioner. She served as a Delray Beach City Commissioner since being appointed in 2009, then elected to the position in 2010 and re-elected in 2012. Angeleta Gray is also the Principal and sole owner of a small business located within the City, Top Notch Hair Dimensions of Palm Beach, Inc.
2. During this same period, Alberta McCarthy was serving as the paid Campaign Manager for Angeleta Gray's campaign for re-election as City Commissioner, receiving \$500 per month as a fee. Alberta McCarthy had also served on a volunteer basis with the previous election campaign of Angeleta Gray in 2012.
3. It was established through the sworn statements of Angeleta Gray, Alberta McCarthy and several witnesses that Angeleta Gray and Alberta McCarthy are very close friends, and that each has helped the other financially in times of need. Several examples of this "helping" relationship were offered, including that at some point Alberta McCarthy became homeless and Angeleta Gray and her husband allowed her to live with them for nearly two-years, a portion of that time rent free.
4. In September 2013, the City of Delray Beach (the City) in conjunction with the Delray Beach CRA, issued a Request for Qualifications (RFQ) under RFQ #11-2013NS, Micro Enterprise Technical Assistance Consulting Neighborhood Stabilization Program Annual Contract (the Micro Enterprise Contract). This program was jointly funded through several sources, including funds from the U.S. Department of Housing and Urban Development.
5. The Micro Enterprise Contract was capped at \$50,000 annually with a renewal option by the City and CRA for three additional years should they choose to extend the program. The Micro Enterprise Contract called for the contractor to provide training and counseling for certain targeted populations within the City, concerning successfully starting and/or expanding a small business.
6. RFQ #11-2013NS called for all potential proposers for the Micro Enterprise Contract to submit a packet of information on which to evaluate their ability to perform the required functions. All submittals were due by October 24, 2013 at 10:00 AM.
7. There were two companies who submitted proposals for the Micro Enterprise Contract: 1) International Enterprise Development, Inc. (IED), and 2) Business Loan Fund of the Palm Beaches, d.b.a. Center for Enterprise Opportunity (BLFPB/CEO). IED is a Florida for-profit corporation. Dr. Lynn Allison is the sole owner, and stated under oath that she was the only employee of IED. BLFPB is also a Florida for-profit corporation. BLFPB lists several officers/directors, including Lia Gaines as the Executive Director.¹⁰
8. The information packets submitted by IED and BLFPB/CEO were given to each of five City and/or CRA employees assigned as the "Selection Committee," to examine individually. Over the course of the next few weeks, each Selection Committee member individually assessed the submittals, and scored each on a separate tabulation sheet. The Selection Committee members did not discuss the information submitted

¹⁰ Florida Division of Corporations website (www.sunbiz.com).

with other members of this committee. The submissions were scored in four areas, each area with a maximum potential of 25 points, for a total of 100 possible points. The four areas scored in this manner were, 1) Qualifications & Experience; 2) Similar Projects; 3) Project Approach; and, 4) Fee Schedule.

9. On November 12, 2014, the Selection Committee members, in the presence of representatives of each proposer, reviewed the individual tabulation sheets, tallied the overall scores, and from an average of these scores recommended that IED receive the Micro Enterprise Contract. IED received an average of 90.2 of 100 possible points, while BLFPB/CEO received an average of 86.8 of 100 possible points. Each of the five Selection Committee members also had IED as their individual top proposer.
10. Selection Committee members who were able to be contacted by COE staff stated that prior to and during the time they were assessing the submittals from IED and BLFPD/CEO, they were not contacted by Angeleta Gray, any member of her City staff, Dr. Lynn Allison, Alberta McCarthy or any IED representative, any representative of BLFPB/CEO, or by or any other person or entity attempting to influence their recommendation of either company for the Micro Enterprise contract.
11. On December 10, 2013, the City Commission voted 5-0 to award the Micro Enterprise Contract to IED, based on the recommendation of the Micro Enterprise Selection Committee, and City Staff. Angeleta Gray was present at this meeting, spoke about the need for such a program, and voted to award the Micro Enterprise Contract to IED, without disclosing her close personal relationship with McCarty, and with knowledge that McCarthy would financially benefit from this award to IED. Even though the vote gave a strong appearance of impropriety to her supporting this recommendation, there is no evidence to show that at the time of this vote, Angeleta Gray believed that Alberta McCarthy was an employee of IED, even though she did know Alberta McCarthy would financially benefit from the vote.
12. Within 30 days of the vote to award IED the Micro Enterprise Contract, BLFPB/CEO filed a successful bid protest to the award. Eventually, BLFPB/CEO was awarded the Micro Enterprise Contract by the City and the CRA.
13. Based on §2-442, *Definitions*, of the Palm Beach County Code of Ethics, during the time frame starting with the submittal of information to the City and CRA as proposers for Micro Enterprise Contract by IED and BLFPB/CEO on October 24, 2013, until the Micro Enterprise Contract was approved by the City Commission and signed (which would have to occur after the Selection Committee's recommendation was made public on November 12, 2013), both IED and BLFPB/CEO were considered "vendors" under the PBC Code of Ethics, and subject to restrictions found in Code §2-444, *Gift law*.¹¹
14. Alberta McCarthy is employed with IED in the capacity of Training Director for a similar IED contract with the Pompano Beach CRA, where she conducts training and consults on similar small business issues with a similar population. She has held this position with IED for approximately five years; however, she has worked for IED since at least 2013 under a contract that lists her as an "independent contractor."
15. Until the day of the criminal trial, neither the SAO nor the attorneys representing Angeleta Gray and Alberta McCarthy were aware of the independent contractor agreement, or that IED had also filed IRS Form 1099-MISC for the fees it has paid McCarthy since at least 2013. This information was established at trial during the testimony of Dr. Allison as a State witness.
16. Also established through sworn testimony by both Alberta McCarthy and Dr. Allison was that Alberta McCarthy is not paid a "salary" for her work with IED, but is paid a monthly fee based on a formula that is designed to pay her \$50.00 per work hour for her work in Pompano Beach. In 2014, when she took on additional responsibilities, that amount increased because her time on-site increased. Thus, there is significant testimonial and documentary information that appears to establish Alberta McCarthy is not an "employee" of IED, but is an "independent contractor" who is employed by IED.

¹¹ §2-442, *Definitions*, of the PBC Code of Ethics states in relevant portion: "Vendor means any person or entity that has a pending bid proposal, an offer or request to sell goods or services....to the county or municipality involved in the subject contract or transaction as applicable. For purposes of this definition a vendor entity includes an owner, director, manager or employee."

17. Angeleta Gray had taken a \$30,000 business loan from BLFPB in November 2009 to help her small business. In 2013, she was having financial issues, and as a result, the payments on the loan were overdue, and the loan became delinquent. As of November 2013, the loan showed an overdue amount of \$1,201.92 needed to bring the payments current. The balance on this loan at that time was approximately \$1,934.31.
18. On November 5, 2013, Alberta McCarthy wrote a personal check to Business Loan Fund in the amount of \$1,201.92, listing Angeleta Gray's loan number and last name in the memo portion of this check. This check was received in the BLFPB offices on November 8, 2013 via U.S. Mail. According to testimony by Alberta McCarthy, she has sent this check to BLFPB as payment on Angeleta Gray's business loan to bring the account current. During sworn interviews with SAO investigators and in court testimony, both Angeleta Gray and Alberta McCarthy stated that the funds used to pay on this loan were not expected to be paid back. Both characterized the funds as, "a friend helping another friend." However both also stated that this payment was not a "gift" from Alberta McCarthy to Angeleta Gray.
19. In February 2014, the PBC State Attorney's Office (SAO) began an investigation of Angeleta Gray and Alberta McCarthy based on this payment. Interviews with both Angeleta Gray and Alberta McCarthy by SAO investigators revealed that both agreed there was no discussion of this payment being a loan, and neither believed the money should or would be paid back to Alberta McCarthy by Angeleta Gray, because it was based on their close friendship and because they had helped each other financially in the past.
20. In April 2014, the SAO charged both Angeleta Gray and Alberta McCarthy with criminal violations. The violations were based on the \$1,201.92 payment made by Alberta McCarthy to BLFPB on Angeleta Gray's business loan in November 2013. The SAO investigation found that this payment was made during the time that IED had a pending proposal for the Micro Enterprise contract and during the time that Alberta McCarthy was employed by IED. Angeleta Gray was criminally charged based on §2-444(a)(1), *Gift law*, of the PBC Code of Ethics, which provides that the acceptance by a county or municipal official or employee of any "gift" over \$100 in value is prohibited, if given by a "vendor" of the county or municipality as applicable. Alberta McCarthy was criminally charged based on §2-444(b), *Gift law*, which makes it a violation for a "vendor" to give a prohibited gift to any official or employee of the county or municipality for which they are a vendor. As stated, under the PBC Code of Ethics the term "vendor" includes any owner, director, manager or employee of the vendor entity.
21. The criminal violations filed by the SAO were authorized under §125.69(1), Florida Statutes, which states in relevant portion: *"Violations of county ordinances shall be prosecuted in the same manner as misdemeanors are prosecuted."*
22. During the time of the SAO investigation and prosecution of this matter, COE staff filed an initial Investigative Report and Affidavit, and COE Executive Director Cullen filed a sworn Complaint against both Angeleta Gray and Alberta McCarthy for violations of the PBC Code of Ethics, based on the preliminary information received from the SAO. The Complaint was filed on preliminary information due to concern of the two-year statute of limitations governing actions in violation of the PBC Code of Ethics.¹² However, as in this case, COE staff is precluded from actively investigating any matter where there is an ongoing criminal investigation and/or prosecution, and the COE investigation may interfere with those activities, or where requested by the agency conducting such investigation to place the COE investigation on hold.¹³
23. Both Angeleta Gray and Alberta McCarthy were tried in PBC County Criminal Court September 2-3, 2015, and were found not guilty of the criminal charges alleged, (violations of the PBC Code of Ethics Gift law, and conspiracy to violate the Gift Law). On September 9, 2015, ASA Rex advised COE staff via email that the SAO investigation and prosecution were concluded, and that COE staff could resume their investigation of possible Code of Ethics violations.

¹² §2-260.8, PBC Commission on Ethics Ordinance.

¹³ §2-260(h), *Procedure on complaints filed*, PBC Commission on Ethics Ordinance, and §4.6, *Stay of Proceedings*, COE Rules of Procedure.

24. During the COE investigation that followed, COE staff spoke with Dr. Linda Allison, President of IED, obtained copies of the "independent contractor" agreement between IED and Alberta McCarthy for the Pompano Beach CRA work as well as a copy of the 2013 IRS Form 1099-MISC filed by IED for fees paid to Alberta McCarthy. COE staff also reviewed sworn statements taken by SAO investigators from Angeleta Gray, Alberta McCarthy and Dr. Lynn Allison, and reviewed the entire two-day criminal trial and the testimony proffered during this trial.
25. COE staff also made contact with three of the five Micro Enterprise Selection Committee members. All reported that prior to and during their evaluation of the proposers, they were not contacted by Angeleta Gray, by any member of her City staff, by Alberta McCarthy, by Dr. Lynn Allison, by any IED representative, by Lia Gaines or any BLFPB/CEO representative, by any other Selection Committee members, or by any other person or entity wishing to influence the Micro Enterprise contract recommendation.

- **Additional applicable law**

The following additional section of the PBC Code of Ethics is relevant:

Sec. 2-443. Prohibited conduct

- (b) ***Corrupt misuse of official position.*** An official or employee shall not use his or her official position or office, or any property or resource which may be within his or her trust, to corruptly secure or attempt to secure a special privilege, benefit, or exemption for himself, herself, ***or others.*** For the purposes of this subsection, "corruptly" means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, ***any benefit resulting from some act or omission of an official or employee which is inconsistent with the proper performance of his or her public duties.*** (Emphasis added)

Sec. 2-444. Gift law.

- (f) Gift reports. Any official or employee who receives a gift in excess of one hundred dollars (\$100.00) shall report that gift in accordance with this section.
 - (1) *Gift reports for officials and employees identified by state law as reporting individuals.* Those persons ***required*** to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended. ***A copy of each report shall be filed with the county commission on ethics.*** (Emphasis added)
- (h) For the purposes of this section, "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, ***without adequate and lawful consideration.*** (Emphasis added)

The following section of the PBC Lobbyist Registration Ordinance is relevant:

Sec. 2-355. Cone of silence.

- (a) ***Cone of silence*** means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
 - (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, ***any member of a local governing body or the member's staff,*** a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract. (Emphasis added)
- (b) For the purposes of this section, a person's representative ***shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.*** (Emphasis added)

- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

- **Analysis**

The sworn Complaint filed in this matter By COE Executive Director Steven Cullen for violation of the PBC Code of Ethics, specifically §2-444, *Gift law*, was based on preliminary information from the SAO. At the time of that filing, there was sufficient evidence to believe that Angeleta Gray accepted a \$1,201.92 payment on her delinquent business loan account without the intention to repay such funds. Further, there was sufficient information at that time to believe that this payment was made by Alberta McCarthy at a time when she was an “employee” of International Enterprise Development, Inc., a bidder or proposer for a City contract, which under the PBC Code of Ethics, defines any IED owner, director, manager or employee as a “vendor” of the City.

Under §2-444(h), *Gift law*, of the PBC Code of Ethics, the acceptance of funds without lawful and adequate consideration is a “gift” for the purposes of this section. Further, §2-444 makes it a violation for any county or municipal official or employee to accept a gift valued at more than \$100 annually, from any “vendor” of the applicable county or municipal government. Code Section 2-444 also makes it a violation for a “vendor” to knowingly give a gift valued at more than \$100 annually to any person who is an official or employee of the county or municipality as applicable.

Further, the SAO investigation revealed that after accepting this “gift” of a \$1,201.92 payment on her business loan by Alberta McCarthy, Angeleta Gray failed to file a State of Florida Quarterly Gift Disclosure Form (Form 9), giving an inference that she was aware that these funds were prohibited because she failed to disclose them as required by state law.¹⁴ A knowing and intentional violation of this provision of the PBC Code of Ethics allows for criminal charges to be filed, which was done based on the substantial evidence available at that time.

It should be noted that until the first day of trial in the criminal case (September 2, 2015), when Dr. Lynn Allison, President of IED, testified in court that Alberta McCarthy was not an IED employee but an “independent contractor” employed by IDE through an independent contractor agreement, neither prosecutors nor attorneys for Angeleta Gray or Alberta McCarthy appeared to be aware of this independent contractor status by McCarthy, nor did they appear to be aware that a written agreement documenting this status existed. Such an agreement was never discussed by Dr. Allison or Alberta McCarthy when interviewed by SAO investigators, nor apparently when interviewed by their counsel in preparation for trial. However there is clearly sufficient documentary and testimonial evidence at this point to determine that Alberta McCarthy was not an “employee” of IED as that term is contemplated within the PBC Code of Ethics when the \$1,201.92 payment was made by McCarthy toward Angeleta Gray’s business loan.

Based on the trial testimony of Angeleta Gray and Alberta McCarthy, as well as earlier sworn statements given to SAO investigators, the payment of \$1,201.92 on Angeleta Gray’s business loan by Alberta McCarthy in November 2013 was not money Angeleta Gray was obligated to repay, or that was expected to be repaid by either party. However, documentary evidence and testimony presented during trial by Dr. Allison indicates that at the time of this payment, Alberta McCarthy was not likely an owner, manager, director or employee of IED, which was a “vendor” of the City under the PBC Code of Ethics as a current bidder or proposer for a City contract. Therefore, this payment was probably not a “prohibited gift” as initially believed during the filing of criminal charges by the SAO, and during the filing of Executive Director Cullen’s sworn complaints on Angeleta Gray and Alberta McCarthy.

¹⁴ §112.312, *Gifts*, and §112.313, *Standards of conduct...*, Florida Statutes.

However, the definition of “gift” as listed in both §2-444 of the PBC Code of Ethics, and §112.312(12)(a)(b), *Definitions*, Florida Statutes, (the relevant portion of the Florida Code of Ethics), clearly fits this payment. This section of state law states in relevant portion: *“‘Gift,’ for purposes of ethics in government and financial disclosure required by law, means that which is accepted by a donee or by another on a donee’s behalf, or that which is paid or is given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee’s benefit or by any other means, for which equal or greater consideration is not given within 90 days...”* Sub-section “b” of this statute lists eight exceptions to this definition, but unlike the PBC Gift law, does not make an exception for gifts given by friends based on a close personal relationship as one of these exceptions.

Because Angeleta Gray’s reporting requirements are governed by state law, she was obligated to report this payment of \$1,201.92 made by Alberta McCarthy on her business loan in November 2013 as a gift, by filing a State of Florida Quarterly Gift Disclosure Form (Form 9) by the end of the next filing period. The next reporting period would have been January-March, 2014 for a gift received in November 2013, therefore Angeleta Gray was required to report this gift by March 31, 2014. Evidence submitted by the SAO investigation showed that this was not done, and that Angeleta Gray failed to timely file such gift disclosure as required. In fact, the Florida Commission on Ethics shows no record of a Form 9 ever being filed by Angeleta Gray for this specific payment.

While the gift reporting requirements for Angeleta Gray as an elected official are found under state law, she is also within the requirements of the PBC Code of Ethics for gift prohibitions under the Code’s Gift Law section, as well as concerning the filing of a copy of her required Form 9 with the PBC Commission on Ethics. PBC Code of Ethics §2-444(f)(1), specifically states: *“Any official or employee who receives a gift in excess of one hundred dollars (\$100.00) shall report that gift in accordance with this section. (1) Gift reports for officials and employees identified by state law as reporting individuals. Those persons **required** to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended. **A copy of each report shall be filed with the county commission on ethics.** (Emphasis added)*

Because she failed to timely file the required Form 9 with the Florida Commission on Ethics, she may be in violation of the Florida Code of Ethics. However, under the specific language of the PBC Code of Ethics, she may also be in violation of PBC Code of Ethics §2-444(f)(1) as well. The clear language of that section of the Code states: *“Those persons required to report gifts under state law shall report those gifts in the manner provided under §112.3148, as may be amended. **A copy of each report shall be filed with the county commission on ethics.**”* As of the end of October 2015, Angeleta Gray has failed to file her state required Form 9 for this gift with either the Florida Commission on Ethics, or a copy with the PBC Commission on Ethics. Therefore, she is likely in violation of this section of the PBC Code of Ethics. It should also be noted that since the filing of this Form 9 by Angeleta Gray was not required until the end of March 2014, this violation is within the two-year complaint filing limitation found in §2-260.8, *Statute of limitations*, PBC Commission on Ethics Ordinance.

Finally, the COE investigation into this matter also looked at whether or not there was any evidence that the payment of \$1,201.92 on the business loan of Angeleta Gray by Alberta McCarthy in November 2013 was accepted by Angeleta Gray in violation of §2-443(b), *Corrupt misuse of official position* of the PBC Code of Ethics. In order to find whether such a violation was committed by Angeleta Gray, it was necessary to consider all testimony given by Angeleta Gray and McCarthy both in their criminal trial and in separate statements to SAO investigators. It was also necessary to examine the recommendation and scoring sheets submitted by the Micro Enterprise Selection Committee, and to speak to available members to ensure they were not contacted by anyone in an attempt to unlawfully influence their decision in recommending that IED be awarded the Contract for this program. Such contact by representatives of IED or BLFPB/CEO, could have been in violation of the “cone of silence” provision within the Lobbyist Registration Ordinance, and contact by Angeleta Gray of any member of her City staff may have been in violation of the Prohibited conduct section of §2-443(b) as a corrupt misuse of official position. However, none of the three available members reported any contact by any person or entity in an attempt to unduly influence their recommendation.

Regardless of the close friendship between Angeleta Gray and Alberta McCarthy, as pointed out by ASA Rex during the criminal trial the award of the Micro Enterprise Contract to IED would have resulted in an increase in payments to Alberta McCarthy by IED of approximately \$1,000 more per month. While Angeleta Gray may not have known

the amount of the windfall McCarthy would have gotten by IED being awarded the Contract, she testified she did know there would be some financial benefit to her. Angeleta Gray also stated both in her sworn statement to SAO investigators and during the criminal trial that she considered McCarthy a part of her own family. And while she is not related by blood or marriage to McCarthy, Angeleta Gray should have known that her vote would create a very strong appearance of impropriety based on this close relationship. While under state law Angeleta Gray may have been required to vote on the issue, an acknowledgement that she recognized the appearance of impropriety if one had been made at the December 10, 2013 would have probably reduced this issue for both her and for IED.

Submitted by:



Mark E. Bannon
PB County Commission on Ethics

11/18/2015
Date



Palm Beach County Commission on Ethics

Commissioners
Salesia V. Smith-Gordon, Chair
Michael S. Kridel, Vice Chair
Michael F. Loffredo
Vacant
Clevis Headley

Executive Director
Steven P. Cullen

May 14, 2015

Ms. Alberta Perry-McCarthy
c/o Adam Frankel, Esquire
504 E. Atlantic Avenue, Suite 223
Delray Beach, FL 33483

Re: C15-012

Dear Ms. McCarthy,

Enclosed please find a copy of complaint C15-012, including the Self-initiated Complaint, Memorandum of Inquiry, Affidavit, Investigative Report and supporting documentation.

This matter will not be placed before the Commission on Ethics (COE) until the pending charges in criminal case number 2014MM005811BSB have been resolved.

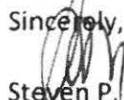
All documents are exempt from public records disclosure unless and until the complaint is dismissed, probable cause is found, or you request in writing that the information be released.

Although there is no probable cause hearing currently scheduled, the proceeding will be in executive session and closed to the public unless you request otherwise in writing. Once a COE Advocate has been assigned and makes a probable cause recommendation, you will have an opportunity, in accordance with the procedures as set forth in the Commission on Ethics Rules of Procedure, to file a written response recommendation prior to the probable cause hearing. Any documentary evidence that you wish to provide will also be considered by the COE.

Along with the COE Advocate, you will be permitted to make a brief oral statement in the nature of oral argument to the commission, based upon the investigator's report, your written response and the recommendation of the advocate, before the probable cause determination. If the COE finds no probable cause, the complaint will be dismissed. If probable cause is found, the COE will set a final public hearing in the matter. At any time prior to a final public hearing, a negotiated settlement may be entered into upon approval by the COE.

Should you or your representative have any questions regarding the complaint, or the procedures as described, please contact our office at 561-355-1937.

Sincerely,


Steven P. Cullen,
Executive Director

SPC/gal

Enclosures

Gina A. Levesque

From: Gina A. Levesque
Sent: Tuesday, January 12, 2016 11:12 AM
To: 'Adam Frankel'
Cc: Bruce Zimet; Mark Bannon E.; Christie Kelley E.; Anthony Bennett
Subject: RE: C15-012
Attachments: image001.jpg

Mr. Frankel,

As you are aware, the advocate is recommending dismissal for your client. In the unlikely event the commission wouldn't accept the advocate's recommendation, nothing else would happen during the PC hearing and a final hearing would be set.

To that end, if your client wishes to appear without you or if neither you nor your client wish to appear at all, the PC hearing can occur without your presence.

The next available date is April 7th as we do not set a special hearings outside our regularly scheduled meeting dates for probable cause matters.

Please advise your client and reply as to her wishes.

Kind Regards,

Gina A. Levesque, Intake Manager
Palm Beach County Commission on Ethics
Ph 561-355-1937

www.palmbeachcountyethics.com



From: Adam Frankel [mailto:adamfrankel@gmail.com]
Sent: Tuesday, January 12, 2016 8:33 AM
To: Gina A. Levesque
Cc: Bruce Zimet; Mark Bannon E.; Christie Kelley E.; Anthony Bennett
Subject: Re: C15-012

I am out of the country Feb 29 - March 10.

On Mon, Jan 11, 2016 at 1:48 PM, Gina A. Levesque <Glevesque@palmbeachcountyethics.com> wrote:

Mr. Frankel,

The next regularly scheduled meeting will be March 3rd.

Thank you,

Gina A. Levesque, Intake Manager

Palm Beach County Commission on Ethics

Ph 561-355-1937

www.palmbeachcountyethics.com



From: Adam Frankel [mailto:adamfrankel@gmail.com]
Sent: Monday, January 11, 2016 11:27 AM
To: Gina A. Levesque; Bruce Zimet
Cc: Mark Bannon E.; Christie Kelley E.; Anthony Bennett
Subject: Re: C15-012

I will be out of town from 1/31 - 2/4, 2016.

Can you please advise on an alternate date.

Thanks kindly.

On Mon, Jan 11, 2016 at 11:01 AM, Gina A. Levesque <Glevesque@palmbeachcountyethics.com> wrote:

Good morning Mr. Frankel,

There has been a slight schedule change from the hearing date I conveyed to you. Therefore, the Executive Session regarding C15-012 has been rescheduled from Thursday, February 11 to Wednesday, February 3, 2015 at approximately 1:40pm in the BCC Chambers on the 6th Floor of the Governmental Center. The address of the Governmental Center is 301 N. Olive Avenue, West Palm Beach, FL 33401.

Please confirm your attendance.

Regards,

Gina A. Levesque, Intake Manager

Palm Beach County Commission on Ethics

Ph 561-355-1937

www.palmbeachcountyethics.com



From: Gina A. Levesque
Sent: Tuesday, January 05, 2016 2:59 PM
To: 'adamfrankel@gmail.com'
Cc: Mark Bannon E.; Christie Kelley E.
Subject: C15-012

Good afternoon Mr. Frankel,

Attached please find a copy of the Investigative Report as well as the Probable Cause Recommendation. This information is not a public record until probable cause is found or the complaint dismissed by the Commission.

Pursuant to your request to have the executive session continued from January 14, 2016, it has been rescheduled for February 11, 2016. For reasons contained in the reports, Staff is recommending that the complaint be dismissed.

The hearing will take place at the Palm Beach County Governmental Center, 301 North Olive Avenue, 12th Floor McEaddy Conference Room, West Palm Beach, FL 33401 at approximately 1:45 pm.

As indicated, it will be the Commission on Ethics Staff recommendation that the above referenced complaint be dismissed. If the Commission on Ethics does not dismiss the complaint, no other action will be taken at that time and you will be notified of any future proceedings or requirements.

Should you have any questions or concerns regarding the above, please feel free to contact me at 561-355-1937.

Regards,

Gina A. Levesque, Intake Manager

Palm Beach County Commission on Ethics

The Historic 1916 Palm Beach County Courthouse

300 North Dixie Highway, Suite 450

West Palm Beach, FL 33401

Ph 561-355-1937

Fx 561-656-7100

glevesque@palmbeachcountyethics.com

www.palmbeachcountyethics.com



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

--

Sincerely,

Adam L. Frankel, Esq.

<http://www.AdamFrankelLaw.com>

ADAM FRANKEL LAW
504 E. ATLANTIC AVENUE
SUITE 223
DELRAY BEACH, FL 33483
PHONE: (561) 235-2020
CELLULAR: (561) 302-5325
FACSIMILE: (561) 235-2015

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

--

Sincerely,

Adam L. Frankel, Esq.

<http://www.AdamFrankelLaw.com>

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Gina A. Levesque

From: Gina A. Levesque
Sent: Tuesday, January 05, 2016 2:59 PM
To: 'adamfrankel@gmail.com'
Cc: Mark Bannon E.; Christie Kelley E.
Subject: C15-012
Attachments: image001.jpg; Inv Report and PC Recommendation.pdf

Good afternoon Mr. Frankel,

Attached please find a copy of the Investigative Report as well as the Probable Cause Recommendation. This information is not a public record until probable cause is found or the complaint dismissed by the Commission.

Pursuant to your request to have the executive session continued from January 14, 2016, it has been rescheduled for February 11, 2016. For reasons contained in the reports, Staff is recommending that the complaint be dismissed.

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Should you have any questions or concerns regarding the above, please feel free to contact me at 561-355-1937.

Regards,

Gina A. Levesque, Intake Manager
Palm Beach County Commission on Ethics
The Historic 1916 Palm Beach County Courthouse
300 North Dixie Highway, Suite 450
West Palm Beach, FL 33401
Ph 561-355-1937
Fx 561-656-7100

glevesque@palmbeachcountyethics.com
www.palmbeachcountyethics.com



Gina A. Levesque

From: Adam Frankel [adamfrankel@gmail.com]
Sent: Tuesday, January 05, 2016 12:09 PM
To: Gina A. Levesque
Cc: Mark Bannon E.; Christie Kelley E.; Anthony Bennett; Bruce Zimet
Subject: Re: C15-012 (McCarthy)

An email was sent to you and your office to this effect on September 10, 2015. Please see below confirmation of this.

This is to further advise that I am not available next week as I am out of town attending an educational conference.

Please forward proposed times/dates for a future hearing.

----- Forwarded message -----

From: Adam Frankel <adamfrankel@gmail.com>
Date: Wed, Sep 9, 2015 at 10:57 AM
Subject: Fwd: C15-012 (McCarthy)
To: SCullen@palmbeachcountyethics.com
Cc: "Mark Bannon E." <MEBannon@palmbeachcountyethics.com>, "Christie Kelley E." <CEKelley@palmbeachcountyethics.com>, Anthony Bennett <ABennett@palmbeachcountyethics.com>, glevesque@palmbeachcountyethics.com, Bruce Zimet <bazimetlaw@aol.com>

Good Morning Mr. Cullen -

This is to advise that I will be representing Alberta McCarthy in Case #C15-012. Please accept this as my notice of appearance.

As you may be aware, Ms. McCarthy was acquitted last week in the criminal case of the alleged violations of the Palm Beach County Code of Ethics.

I have attached these court documents for your review as I believe your complaint is identical to the allegations filed in that matter where my client was acquitted.

--

Sincerely,

Adam L. Frankel, Esq.

<http://www.AdamFrankelLaw.com>

ADAM FRANKEL LAW
504 E. ATLANTIC AVENUE
SUITE 223
DELRAY BEACH, FL 33483
PHONE: (561) 235-2020

CELLULAR: (561) 302-5325
FACSIMILE: (561) 235-2015

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On Tue, Jan 5, 2016 at 11:22 AM, Gina A. Levesque <Glevesque@palmbeachcountyethics.com> wrote:

Mr. Frankel,

As requested on September 1, please forward a Notice of Appearance to my attention regarding the C15-012 so that I can provide the Report of Investigation and Advocate PC Recommendation for the hearing currently scheduled for January 14, 2016.

Please let me know if you have questions.

Thank you,

Gina A. Levesque, Intake Manager

Palm Beach County Commission on Ethics

Ph 561-355-1937

www.palmbeachcountyethics.com



From: Gina A. Levesque
Sent: Tuesday, September 01, 2015 9:47 AM
To: 'adamfrankel@gmail.com'
Cc: Steve Cullen; Mark Bannon E.; Christie Kelley E.; Anthony Bennett
Subject: C15-012 (McCarthy)

Mr. Frankel,

Please forward a Notice of Appearance to my attention regarding the above-mentioned case.

Thank you,

Gina A. Levesque, Intake Manager
Palm Beach County Commission on Ethics
The Historic 1916 Palm Beach County Courthouse
300 North Dixie Highway, Suite 450
West Palm Beach, FL 33401
Ph 561-355-1937
Fx 561-656-7100

glevesque@palmbeachcountyethics.com

www.palmbeachcountyethics.com



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

--

Sincerely,

Adam L. Frankel, Esq.

<http://www.AdamFrankelLaw.com>

ADAM FRANKEL LAW
504 E. ATLANTIC AVENUE
SUITE 223
DELRAY BEACH, FL 33483
PHONE: (561) 235-2020
CELLULAR: (561) 302-5325
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7008 3230 0001 4469 9017

U.S. Postal Service™
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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

NOTICE
COMPLAINT
+
NOTIFICATION
5/14/15
Postmark
Here

Sent	Ms. Alberta Perry-McCarthy
Street or PO	c/o Adam Frankel, Esquire
City	504 E. Atlantic Avenue, Suite 223
	Delray Beach, FL 33483

PS Form 3800, August 2006

See reverse for instructions



OFFICE OF THE STATE ATTORNEY

FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY

DAVID ARONBERG
STATE ATTORNEY



April 16, 2015

PALM BEACH COUNTY COMMISSION ON ETHICS
300 NORTH DIXIE HIGHWAY
SUITE 450
WEST PALM BEACH, FL 33401

Re: State of Florida vs. ANGELETA ELTING GRAY and ALBERTA MCCARTHY
Case No. 2014MM005811ASB

To Whom It May Concern:

Please consider this letter a Request to Toll the Palm Beach County Commission on Ethics' case against ALBERTA MCCARTHY. The Palm Beach County State Attorney's Office currently has an open criminal case pending against Ms. McCarthy. This request does not include the filing of an ethics violation by the Commission on Ethics; however, we request that you conduct no further investigation or post-filing hearings on the matter until the conclusion of the State's criminal case.

Thank you for your attention to this matter and should you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "m REX".

MARCI HORWITZ REX
Assistant State Attorney

MHR/*
xc: SAO File

Section 286.012, Florida Statutes, provides:

"Voting requirement at meetings of governmental bodies.—No member of any state, county, or municipal governmental board, commission, or agency who is present at any meeting of any such body at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143. In such cases, said member shall comply with the disclosure requirements of s. 112.3143."

ALBERTA PERRY-MCCARTHY
2845 SW 22ND AVE APT 108
DELRAY BEACH, FL 33445

06-13

162

63-1482/670
858

11/5/13

Date

Pay to the
Order of

Business Loan Fund

\$ 1201.92

Twelve hundred one and 92/100

Dollars



Bank

America's Most Convenient Bank®

For SBA 04-SBA 0364-GRAY-TO NOTCH

A. Perry-McCarthy

MP

Submit this portion of statement with your payment.
Make check payable to **Business Loan Fund**.
Please write your **LOAN NUMBER** on your check.

When last calculated, your account balance was: \$2,416.36
(including principal balance + any outstanding interest and/or fees).

To pay the entire loan in full, call for an exact payoff balance (which will include
daily interest charges not yet assessed on your account).

Ms. Angeleta Gray
Top Notch Hair Dimensions of the Palm Beaches, Inc
85 S W 5th Avenue
Delray Beach, FL 33444

Loan #: **SBA SBA04 - SBA0364**

Payment Due Date: **11/15/2013**

Installment Due: 732.39

Past Due: 1,201.92

Fees: .00

Total Payment Due: **\$1,934.31**

Additional:

Total Enclosed:

1201.92

ALBERTA PERRY-MCCARTHY
2845 SW 22ND AVE APT 108
DELRAY BEACH, FL 33445

06-13

162

63-1482/670
858

11/5/13

Date

Pay to the
Order of

Business Loan Fund

\$ 1201.92

Twelve hundred one and 92/100

Dollars



Bank

America's Most Convenient Bank®

For SBA 04-SBA 0364-GRAY-TO NOTCH

A. Perry-McCarthy

MP

From: Taylor, Shirley <TAYLOR.SHIRLEY@leg.state.fl.us>
Sent: Wednesday, April 02, 2014 1:46 PM
To: Pete Zampini
Subject: RE: Request for assistance

Correct!
Shirley

From: Pete Zampini [<mailto:pzampini@sa15.org>]
Sent: Wednesday, April 02, 2014 1:43 PM
To: Taylor, Shirley
Subject: RE: Request for assistance

Form 9 is the gift declaration correct?

From: Taylor, Shirley [<mailto:TAYLOR.SHIRLEY@leg.state.fl.us>]
Sent: Wednesday, April 02, 2014 12:58 PM
To: Pete Zampini
Subject: RE: Request for assistance

4-2-14

Mr. Zampini,

We do not reflect any recent Form 9 filings by Angeleta Gray.

Please let me know if we may be of additional assistance.

Shirley



Shirley A. Taylor
Program Administrator
Florida Commission on Ethics
P O Drawer 15709
Tallahassee, FL 32317-5709
(850) 488-7864 (work)
(850) 488-3077 (fax)
taylor.shirley@leg.state.fl.us

From: Pete Zampini [<mailto:pzampini@sa15.org>]
Sent: Wednesday, April 02, 2014 11:20 AM

To: Taylor, Shirley
Subject: RE: Request for assistance

Shirley,

The 4th quarter deadline for 2013 has come and passed on March 31st. I believe that Commissioner Gray (Delray Beach) had until the end of the quarter to report all gifts received in the previous quarter. I am doing a follow-up request to see if Angeleta GRAY has since complied. I thank you for your assistance once again,

Pete

Respectfully,



Pete Zampini
Detective 1st Grade | Office of the State Attorney | Public Corruption Unit
101 N. Dixie Hwy. West Palm Beach, FL 33401 | 561.355.7260 office | 561.355-7398 fax
pzampini@sa15.org

From: Taylor, Shirley [<mailto:TAYLOR.SHIRLEY@leg.state.fl.us>]
Sent: Tuesday, March 04, 2014 1:43 PM
To: Pete Zampini
Subject: RE: Request for assistance

Mr. Zampini,

Per your request, please note attachment.

If we may be of additional assistance, please do not hesitate to contact me.

Shirley Taylor
Commission on Ethics

From: Pete Zampini [<mailto:pzampini@sa15.org>]
Sent: Tuesday, March 04, 2014 1:22 PM
To: Taylor, Shirley
Subject: RE: Request for assistance

Thank you for your assistance. Could you scan a copy of Form 1 so that I may add it to the file...

Pete

Respectfully,



Pete Zampini
Detective 1st Grade | Office of the State Attorney | Public Corruption Unit
101 N. Dixie Hwy. West Palm Beach, FL 33401 | 561.355.7260 office | 561.355-7398 fax
pzampini@sa15.org

From: Taylor, Shirley [mailto:TAYLOR.SHIRLEY@leg.state.fl.us]
Sent: Tuesday, March 04, 2014 1:04 PM
To: Pete Zampini
Cc: Wilson, Dianne
Subject: Request for assistance

3-4-14

Mr. Zampini,

Per your request, please note the following forms filed for Angeleta Gray. Additionally, please note that Ms. Gray has not filed any Form 9, Quarterly Gift Disclosures:

Name: Ms Angeleta Gray
 Title: Deputy Vice Mayor Seat 4
 PID: 230204
 PFR: Delray Beach-City Commission

Filed Forms for Form Year 2012

Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
08/28/13	Form 1	Yes	SOE	TAYLORS(SOE IMPORT) on 11/25/2013	Palm Beach

Filed Forms for Form Year 2011

Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
01/30/12	Form 1	Yes	SOE	EVANSC(SOE IMPORT) on 11/15/2012	Palm Beach

Filed Forms for Form Year 2010

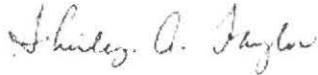
Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
09/02/11	Form 1	Yes	SOE	TUCKERS on 09/06/2011	Received by COE on behalf of Palm Beach Supervisor of Elections; used postmark date
09/02/11	Form 1	Yes	SOE	EVANSC(SOE IMPORT) on 11/18/2011	Palm Beach

Filed Forms for Form Year 2009

Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
01/29/10	Form 1	Yes	SOE	EVANSC(SOE IMPORT) on 11/16/2010	Palm Beach

If we may be of additional assistance, please do not hesitate to contact this office.

Sincerely,



Shirley A. Taylor
Program Administrator
Florida Commission on Ethics
Post Office Drawer 15709
Tallahassee, FL 32317-5709

Please note: Florida has a very broad public records law. Most information communications from state officials, regardless of format, are public records available to the public and may, upon request, be released in accordance with the law. Therefore, be subject to public disclosure.

From: Flora Butler <FButler@pbcgov.org>
Sent: Friday, April 04, 2014 9:31 AM
To: Dave Conklin; Pete Zampini
Subject: Fwd: Delray commissioners rescind past decisions

Chapman....fast forward to the middle of the article

Sent from my iPhone

Begin forwarded message:

From: Rob Beitler <RBeitler@pbcgov.org>
Date: April 4, 2014 at 8:37:27 EDT
To: Sheryl Steckler <SSteckler@pbcgov.org>, Dennis Schindel <DSchindel@pbcgov.org>, Flora Butler <FButler@pbcgov.org>, Hank Nagel K. <HNagel@pbcgov.org>, Angie Rentz <ERentz@pbcgov.org>
Subject: Delray commissioners rescind past decisions

<http://www.sun-sentinel.com/news/palm-beach/delray-beach/fl-delray-april-1-meeting-20140401,0,6067072.story>

Robert B. Beitler
General Counsel
Office of Inspector General
Palm Beach County
P.O. Box 16568
West Palm Beach, FL 33416
Office: 561-233-2350
Hotline: 877-283-7068
Fax: 561-233-2370

"Enhancing Public Trust in Government"

To report waste, fraud or abuse, please send to: inspector@pbcgov.org
Please visit our website at: <http://www.pbcgov.com/OIG>

NOTICE: Florida has a broad public records law. Most written communications to or from state officials are public records that will be disclosed to the public and the media upon request. E-mail communications may be subject to public disclosure.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Al Johnson
Sent: Friday, March 21, 2014 2:14 PM
To: Daniel Funk
Cc: Pete Zampini; Marci Rex
Subject: FW: DELRAY'S COMMISSIONER GRAY CONFLICT OF INTEREST DISCLOSURE ON THE RECORD MARCH 19, 2014

FYI

*Alan S Johnson
Chief Assistant State Attorney
15th Judicial Circuit*

From: tinabrilliantminds@comcast.net [<mailto:tinabrilliantminds@comcast.net>]
Sent: Friday, March 21, 2014 11:24 AM
To: Al Johnson
Subject: DELRAY'S COMMISSIONER GRAY CONFLICT OF INTEREST DISCLOSURE ON THE RECORD MARCH 19, 2014

3/21/14

You can hear Commissioner Angeletta Gray's Conflict of Interest public disclosure on March 19, 2014 at Delray Beach Commission meeting. Go to their website video on demand at 00:26:30 to hear Gray's public conflict of interest, which she did not give on December 10, 2013 when she voted YES for IED.

Gray publicly states on March 19, 2014 that she could not vote on IED \$50,000 award because Alberta McCarthy is her campaign manager, and because Gray had a business loan with Business Loan Fund of the Palm Beaches who also competed for the federally HUD fund grant, when she voted YES for IED on December 10, 2013.

Gray failed to disclose that McCarthy made a \$1200 payment on her delinquent loan two days before the evaluation committee ranked IED number one. It is also important to know that the Business Loan Fund filed a BID PROTEST and the PROTEST was un-held and ruled that IED was not the winner.

Gray also states she is not under investigation by the City, which is true, but I certainly hope that is not the case for the State Attorney and Inspector General.

Tina M. White
561-633-3147
tinabrilliantminds@comcast.net

Please note that this is a very broad public record request. It is not possible to provide a more specific response without more information. Please provide more details about the records you are seeking.

From: Taylor, Shirley <TAYLOR.SHIRLEY@leg.state.fl.us>
Sent: Tuesday, March 04, 2014 1:43 PM
To: Pete Zampini
Subject: RE: Request for assistance
Attachments: Form 1_2013i.pdf

Mr. Zampini,

Per your request, please note attachment.

If we may be of additional assistance, please do not hesitate to contact me.

Shirley Taylor
Commission on Ethics

From: Pete Zampini [<mailto:pzampini@sa15.org>]
Sent: Tuesday, March 04, 2014 1:22 PM
To: Taylor, Shirley
Subject: RE: Request for assistance

Thank you for your assistance. Could you scan a copy of Form 1 so that I may add it to the file....

Pete

Respectfully,



Pete Zampini
Detective 1st Grade | Office of the State Attorney | Public Corruption Unit
401 N. Dixie Hwy. West Palm Beach, FL 33401 | 561.355.7260 office | 561.355-7398 fax
pzampini@sa15.org

From: Taylor, Shirley [<mailto:TAYLOR.SHIRLEY@leg.state.fl.us>]
Sent: Tuesday, March 04, 2014 1:04 PM
To: Pete Zampini
Cc: Wilson, Dianne
Subject: Request for assistance

3-4-14

Mr. Zampini,

Per your request, please note the following forms filed for Angeleta Gray. Additionally, please note that Ms. Gray has not filed any Form 9, Quarterly Gift Disclosures:

Name: Ms Angeleta Gray
Title: Deputy Vice Mayor Seat 4

PID: 230204

PFR: Delray Beach-City Commission

Filed Forms for Form Year 2012

Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
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Filed Forms for Form Year 2011

Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
01/30/12	Form 1	Yes	SOE	EVANSC(SOE IMPORT) on 11/15/2012	Palm Beach

Filed Forms for Form Year 2010

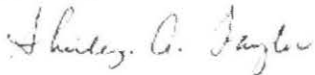
Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
09/02/11	Form 1	Yes	SOE	TUCKERS on 09/06/2011	Received by COE on behalf of Palm Beach Supervisor of Elections; used postmark date
09/02/11	Form 1	Yes	SOE	EVANSC(SOE IMPORT) on 11/18/2011	Palm Beach

Filed Forms for Form Year 2009

Received Date	Form Type	Form Signed	Filing Location	Updated	Comments
01/29/10	Form 1	Yes	SOE	EVANSC(SOE IMPORT) on 11/16/2010	Palm Beach

If we may be of additional assistance, please do not hesitate to contact this office.

Sincerely,



Shirley A. Taylor
Program Administrator
Florida Commission on Ethics
Post Office Drawer 15709
Tallahassee, FL 32317-5709

Florida has no any law that would require a person to disclose the identity of a person who is a public record
or who is a public record. The only way to find out who is a public record is to look at the public records.

FORM 1**STATEMENT OF
FINANCIAL INTERESTS****2013**Please print or type your name, mailing
address, agency name, and position below:**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY :

ZIP :

COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF ☐ CANDIDATE OR ☐ NEW EMPLOYEE OR APPOINTEE****** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ********DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

☐ DECEMBER 31, 2013 OR ☐ SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: _____**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING:

☐ COMPARATIVE (PERCENTAGE) THRESHOLDS OR ☐ DOLLAR VALUE THRESHOLDS**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

FILING INSTRUCTIONS for
when and where to file this
form are located at the bottom
of page 2.**INSTRUCTIONS** on who must
file this form and how to fill it
out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ☐

SIGNATURE (required):

DATE SIGNED (required):

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

Signature

Date

FILING INSTRUCTIONS:

WHAT TO FILE:

After completing all parts of this form, including signing and dating it, send back only the first sheet (pages 1 and 2) for filing.

If you have nothing to report in a particular section, you must write "none" or "n/a" in that section(s).

NOTE:

MULTIPLE FILING UNNECESSARY:

Generally, a person who has filed Form 1 for a calendar or fiscal year is not required to file a second Form 1 for the same year. However, a candidate who previously filed Form 1 because of another public position must at least file a copy of his or her original Form 1 when qualifying.

WHERE TO FILE:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.)

State officers or specified state employees file with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303.

Candidates file this form together with their qualifying papers.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

Facsimiles will not be accepted.

WHEN TO FILE:

Initially, each local officer/employee, state officer, and specified state employee must file within 30 days of the date of his or her appointment

or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates for publicly-elected local office must file at the same time they file their qualifying papers.

Thereafter, local officers/employees, state officers, and specified state employees are required to file by July 1st following each calendar year in which they hold their positions.

Finally, at the end of office or employment, each local officer/employee, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment. However, filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if he or she was in their position on December 31, 2013.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 2, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. [Sec. 112.3145, Florida Statutes - applicable to non-judicial officials]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal, or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [Sec. 112.317, Florida Statutes]

WHO MUST FILE FORM 1:

All persons who fall within the categories of "state officers," "local officers/employees," or "specified state employees," as well as candidates for elective local office, are required to file Form 1. Positions within these categories are listed below. Persons required to file full financial disclosure (Form 6) and officers of the judicial branch do not file Form 1 (see Form 6 for a list of persons who must file that form).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Workforce Florida; and members of the Council on the Social Status of Black Men and Boys; and Governors and senior managers of Citizens Property Insurance Corporation and Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Fla. Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.
- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, and the local Boards of Trustees and Presidents of state universities.

LOCAL OFFICERS/EMPLOYEES include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits.
- 3) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county

or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

5) Officers and employees of entities serving as chief administrative officer of a political subdivision.

6) Members of governing boards of charter schools operated by a city or other public entity.

SPECIFIED STATE EMPLOYEES include:

- 1) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, Assistant Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
- 4) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
- 5) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (At Top of Form):

If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. Your coordinator is identified in the financial disclosure portal on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: This should be the name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

OFFICE OR POSITION HELD OR SOUGHT: Use the title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. **Your Social Security Number is not required and you should redact it from any documents you file.** If you are an active or former officer or employee listed in Section 119.071(4)(d), F.S., whose home address is exempt from disclosure, the Commission is required to maintain the confidentiality of your home address **if you submit a written request for confidentiality.** Persons listed in Section 119.071(4)(d), F.S., are encouraged to provide an address other than their home address.

DISCLOSURE PERIOD: The tax year for most individuals is the calendar year (January 1 through December 31). If that is the case for you, then your financial interests should be reported for the calendar year 2013; just check the box and you do not need to add any information in this part of the form. However, if you file your IRS tax return based on a tax year that is not the calendar year, you should specify the dates of your tax year in this portion of the form and check the appropriate box. This is the time frame or "disclosure period" for your report.

MANNER OF CALCULATING REPORTABLE INTEREST

As noted on the form, filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by Sec. 112.3145(3)(a)1 or (b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary from serving in the position(s) which requires you to file this form, but this amount should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, then you should list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, then you should list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, then you should list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you are required to list only each individual company from which you derived more than \$2,500, rather than aggregating all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), then you should list as a source of income the name of the purchaser, the purchaser's address, and the purchaser's principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed simply as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by Sec. 112.3145(3)(a)2 or (b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as "Primary Sources of Income," if it meets the

reporting threshold. You will **not** have anything to report **unless**, during the disclosure period:

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) during the disclosure period more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**
- (2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by Sec. 112.3145(3)(a)3 or (b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the previous tax year in excess of 5% of the property's value. You are not required to list your residences and vacation homes.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you are more than a 5% partner in a partnership or stockholder in a corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by Sec. 112.3145(3)(a)3 or (b)3, F.S.]

Provide a general description of any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes such things as money, stocks, bonds, certificates of deposit, interests in partnerships, beneficial interests in a trust, promissory notes owed to you, accounts receivable by you, assets held in IRA's, Deferred Retirement Option accounts, Florida Prepaid College Plan accounts and bank accounts. Things like automobiles, houses, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, certificates of deposit and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%.

PART E — LIABILITIES

[Required by Sec. 112.3145(3)(a)4 or (b)4, F.S.]

In this part of the form, list the name and address of each creditor to whom you owed more than \$10,000, at any time during the disclosure period.

You are not required to list the amount of any indebtedness. You do not have to disclose any of the following: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and have signed as being jointly liable or jointly and severally liable, then this is not a contingent liability; if the total amount of the debt exceeds \$10,000 it should be reported.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by Sec. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage

companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to disclose in this part of the form the fact that you owned during the disclosure period an interest in, or held any of certain positions with, particular types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, you must indicate that fact and describe the nature of your interest.

(End of Dollar Value Thresholds Instructions.)

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by Sec. 112.3145(3)(a)1 or (b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary received from serving in the position(s) which requires you to file this form, but this amount should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income (salary, commissions, etc.) from the company, you should list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then you should list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, then you should list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you are required to list only each individual company from which you derived more than 5% of your gross income, rather than aggregating all of your investment income.

— If more than 5% of your gross income was gain from the sale

of property (not just the selling price), then you should list as a source of income the name of the purchaser, the purchaser's address, and the purchaser's principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income (or, alternatively, \$2,500) was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by Sec. 112.3145(3)(a)2 or (b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as a "Primary Source of Income," if it meets the reporting threshold. You will not have anything to report unless during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**

(2) You received more than 10% of your gross income from that business entity; **and**

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by Sec. 112.3145(3)(a)3 or (b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the previous tax year in excess of 5% of the property's value. You are not required to list your residences and vacation homes.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you are more than a 5% partner in a partnership or stockholder in a corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by Sec. 112.3145(3)(a)3 or (b)3, F.S.]

Provide a general description of any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes such things as money, stocks, bonds, certificates of deposit, interests in partnerships, beneficial interests in a trust, promissory notes owed to you, accounts receivable by you, assets held in IRA's, Deferred Retirement Option accounts, Florida Prepaid College Plan accounts and bank accounts. Things like automobiles, houses, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%.

Calculations: In order to decide whether the intangible property exceeds 10% of your total assets, you will need to total the value of all of your assets (including real property, intangible property, and tangible personal property such as automobiles, jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property—add only the fair market value of the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example:

— You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by Sec. 112.3145(3)(a)4 or (b)4, F.S.]

In this part of the form, list the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth.

You are not required to list the amount of any indebtedness or your net worth. You do not have to disclose any of the following: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and have signed as being jointly liable or jointly and severally liable, then this is not a contingent liability.

Calculations: In order to decide whether the debt exceeds your net worth, you will need to total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). Subtract this amount from the value of all your assets as calculated above for Part D. This is your "net worth." You must list on the form each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Examples:

— You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by Sec. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to disclose in this part of the form the fact that you owned during the disclosure period an interest in, or held any of certain positions with, particular types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, you must indicate that fact and describe the nature of your interest.

(End of Percentage Thresholds Instructions.)

Delray Beach official admits conflicts of interest in vote to award contract by John Lantigua

Delray Beach City Commissioner Angeleta Gray has admitted to conflicts of interest related to a vote she cast in December in the awarding of a city contract.

Gray, speaking at a commission meeting this week, confirmed that she had conflicts involving both companies that bid for a contract to provide the city with training and technical assistance for small businesses. On Dec. 10, the commission voted to award the \$50,000 contract to International Enterprise Development or IED of Ocean Ridge, rejecting the bid of the Business Loan Fund of the Palm Beaches, based in West Palm Beach. Gray cast her vote for IED.

On Feb. 26, The Palm Beach Post reported that Alberta McCarthy, Gray's campaign manager, was the named program director for IED on the Delray project. The Post also reported that Gray had taken out a loan from the Business Loan Fund and that she was under investigation by the Palm Beach County State Attorney's Office because of the possible conflicts.

Gray lost her bid for re-election March 11 and will leave the commission before her successor, Jordana Jarjura, is sworn in March 27.

Gray did not mention the conflicts of interest before she voted on the contract in December, but she did cite them Tuesday night when the issue came up again before the commission.

"I do have a conflict of interest on this item," Gray announced. "I have a personal business loan with the Business Loan Fund. I also have a conflict of interest with IED because my very good friend Alberta McCarthy is one of the contractors with that company and also was one of the grass-roots campaign managers for my election campaign in 2012 and 2014."

"For that reason, I am recusing myself from any vote on this matter," she said.

The issue has come up again because after her firm lost the vote on the contract, Lia Gaines, owner of the Business Loan Fund, filed a bid protest with the city, citing numerous technical violations in the bid made by IED. Those violations included submitting expired certificates for both liability and workers compensation insurance. Gaines did not mention Gray's possible conflicts of interest. The bid protest committee, made up of city employees, upheld Gaines' protest.

An item on Tuesday's agenda would have rescinded the awarding of the contract to IED, instructed staff to issue a new "request for qualifications" -- RFQ -- and again put the contract out to bid. But because two of the five commissioners were absent and Gray recused herself, the commission did not have a quorum.

City Manager Louie Chapman said the issue will not come up again until April 1, by which time Gray will no longer be on the commission. Chapman said he expects to put a new RFQ out in April, have bids by May and have the program up and running by summer.

He also said that because a key city government staffer, with expertise of such loan programs, resigned recently, the firm that wins the contract may have to do more work for the same \$50,000 fee.

Gaines, of the Business Loan Fund, said she will attend the meeting April 1.

"We're still interested," she said.

Gaines said at that meeting she will try to persuade the commission to award the contract under the original parameters to her firm. She said added responsibilities could be covered by a separate RFQ.

"We played fair and square, and I think they should do no harm to us and award us that contract," she said.

But Lynn Allison, president of IED, told The Post her company wants to compete for the contract again when the new RFQ is issued.

Neither Gray nor the state attorney's office responded to requests for comment.

What The Post Found

A Delray Beach city commissioner's ties to the winner of a \$50,000 contract she voted on has prompted a criminal investigation by the Palm Beach County State Attorney's Office.

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) Angeleta Gray
Name

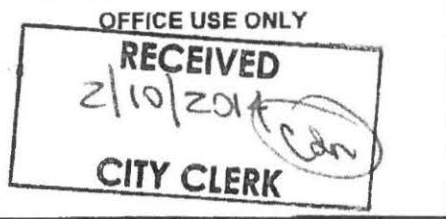
(2) 
City, State, Zip Code

☐ Check here if address has changed

(3) ID Number: _____

(4) Check appropriate box(es):

- ☒ Candidate Office Sought: City Commission
- ☐ Political Committee (PC)
- ☐ Electioneering Communications Org. (ECO)
- ☐ Party Executive Committee (PTY)
- ☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)
- ☐ Check here if PC or ECO has disbanded
- ☐ Check here if PTY has disbanded
- ☐ Check here if no other IE or EC reports will be filed



(5) Report Identifiers

Cover Period: From 1/1/14 To 1/31/14 Report Type: _____

☒ Original ☐ Amendment ☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$ 7,000.00

Loans \$ _____

Total Monetary \$ _____

In-Kind \$ _____

(7) Expenditures This Report

Monetary Expenditures \$ 1,729.94

Transfers to Office Account \$ _____

Total Monetary \$ _____

(8) Other Distributions

\$ _____

(9) TOTAL Monetary Contributions To Date

\$ 25,260.00

(10) TOTAL Monetary Expenditures To Date

\$ 8,014.23

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) Steven Wexel

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X

Signature

(Type name) Angeleta Gray

☒ Candidate ☐ Chairperson (only for PC and PTY)

X

Signature

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 1, 1, 14 through 1, 31, 14 (4) Page 1 of 2

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type	(9) Occupation	(10) Contribution Type	(11) In-kind Description	(12) Amendment	(13) Amount
(6) Sequence Number							
1, 29, 14	Testena Bolton 525 E Atlantic Ave Delray Beach FL 33487	I	Business Owner	CHE			200.00
1							
1, 24, 14	David Henninger 602 Sunshine Dr Delray Beach FL 33444	I	Business Owner	CHE			300.00
2							
1, 29, 14	Constantine Nicholas 946 Hyacinth Dr Delray Beach FL 33487	I	Business Manager	CHE			500.00
3							
1, 28, 14	HHC Brighton LLC 601 N Congress Ave Delray Beach FL	B	Real Estate	CHE			1000.00
4							
1, 28, 14	HHC Seagate Inc. 601 N Congress Ave Delray Beach FL 33445	B	Real Estate	CHE			1000.00
5							
1, 28, 14	HHC Atlantic LLC 601 N Congress Ave Delray Beach FL 33445	B	Real Estate	CHE			1000.00
6							
1, 28, 14	Seagate Construction Group LLC 601 N Congress Ave Delray Beach FL 33445	B	Construction	CHE			1000.00
7							

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 1/1/14 through 1/31/14 (4) Page 2 of 2

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
1, 31, 14	Zakir Odhawanji 3507 Village Blvd APT 402 WPD, FL 33109	I Banker	CHE			1,000.00
8						
1, 31, 14	Roseanne Eben 22101 SW 41 Ave Boca Raton FL 33428	I Consultant	CHE			1,000.00
9						
1, 1						
1, 1						
1, 1						
1, 1						
1, 1						

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 1/1/14 through 1/31/14 (4) Page 1 of _____

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
(6) Sequence Number					
1/11/14	Spady Museum 170 SW 5th Ave Delray Beach FL	Breakfast Meeting	MON		100.00
1					
1/19/14	Lake Ida Church of Christ 1300 Lake Ida Rd Delray Beach FL	Advertising program	MON		100.00
2					
1/19/14	St Paul AME 1300 Lake Ida Rd Delray Beach FL 46 SW 10th Ave	Advertising program	MON		100.00
3					
1/19/14	Albanta McCarthy 2845 SW 22 Ave Delray Beach FL 33445	Campaign mgmt.	MON		500.00
4					
1/29/14	Albanta McCarthy 2845 SW 22 Ave Delray Beach FL 33445	Campaign Mgmt	MON		500.00
5					
1/29/14	City of Delray Beach 100 NW 1st Ave Delray Beach FL	Filing fee	MON		50.00
6					
1/29/14	City of Delray Beach 100 NW 1st Ave Delray Beach FL	election administration	MON		90.00
7					
1/19/14	Office Depot 14579 Military Trail Delray Beach FL 33484	Office Supply	Mon		34.94
8					

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angela Gray (2) I.D. Number _____
 (3) Cover Period 1/1/14 through 1/31/14 (4) Page 2 of _____

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
1/16/14	Supervisor of Elections 240 S. Military Trail West Palm Beach FL	Fee	MON		80.00
9					
1/31/14	Delray Beach Public Library 100 W Atlantic Ave Delray Beach, FL	Advertising Browardfort	MON		175.00
10					
1/1					
1/1					
1/1					
1/1					
1/1					
1/1					
1/1					

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) Angela Gray
Name

(2) 

City, State, Zip Code

☐ Check here if address has changed

(3) ID Number: _____

(4) Check appropriate box(es):

☒ Candidate Office Sought: City Commission

☐ Political Committee (PC)

☐ Electioneering Communications Org. (ECO)

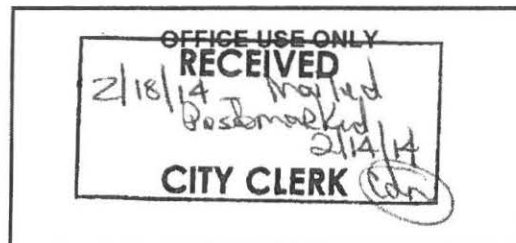
☐ Party Executive Committee (PTY)

☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)

☐ Check here if PC or ECO has disbanded

☐ Check here if PTY has disbanded

☐ Check here if no other IE or EC reports will be filed



(5) Report Identifiers

Cover Period: From 2/1/14 To 2/7/14 Report Type: _____

☐ Original

☐ Amendment

☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$ 5,000.00

Loans \$ _____

Total Monetary \$ 5,000.00

In-Kind \$ _____

(7) Expenditures This Report

Monetary Expenditures \$ 4,050.00

Transfers to Office Account \$ _____

Total Monetary \$ 4,050.00

(8) Other Distributions

\$ _____

(9) TOTAL Monetary Contributions To Date

\$ 30,260.00

(10) TOTAL Monetary Expenditures To Date

\$ 12,064.23

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name)

Steven Wexel

☐ Individual (only for IE or electioneering comm.)

☒ Treasurer

☐ Deputy Treasurer

X

Signature

(Type name)

Angela Gray

☒ Candidate

☐ Chairperson (only for PC and PTY)

X

Signature

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 1, 14 through 2, 7, 14 (4) Page 1 of 1

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
2, 7, 14	Meghan Christian	I	Manager	CHE		500.00
1	304 Villa Dr Boynton Beach FL 33425					
2, 6, 14	Richard Jones	B	Architect	CHE		500.00
2	Architect 10 SE 1st Ave #106 Delray Beach, FL 33444					
2, 6, 14	Joseph Reardon	I	Business Owner	CHE		1000.00
3	4020 Munroe Blvd Boynton Beach, FL 33435					
2, 3, 14	Todd Meacham	I	Business Owner	CHE		1000.00
4	115 Linda Ln #2 Riviera Beach, FL 33404					
2, 3, 14	Oceanride Beach Service	B	Beach Recreation Services	CHE		1000.00
5	P.O. Box 13018 Naples Beach, FL 33908					
2, 6, 14	Delray Jet Vacations Cruises, LLC	B	Inland Cruises	CHE		1,000.00
6	801 E Atlantic Ave Delray Beach, FL 33482					
1						

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

X

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2,1,14 through 2,7,14 (4) Page 1 of 1

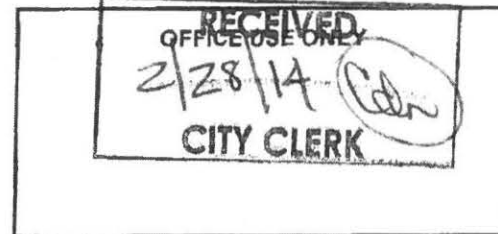
(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
2/1/14	Real Time Marketing Group 117 NW 7th St Delray Beach FL 33444	Advertising	MON		4000.00
1					
2/7/14	City of Delray Beach 100 NW 1st Ave Delray Beach FL 33444	Fee	MON		50.00
2					
1/1					
1/1					
1/1					
1/1					
1/1					

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) Angeleta Gray
Name

(2) 
City, State, Zip Code

☐ Check here if address has changed



(3) ID Number: _____

(4) Check appropriate box(es):

☒ Candidate Office Sought: City Commission

☐ Political Committee (PC)

☐ Electioneering Communications Org. (ECO)

☐ Party Executive Committee (PTY)

☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)

☐ Check here if PC or ECO has disbanded

☐ Check here if PTY has disbanded

☐ Check here if no other IE or EC reports will be filed

(5) Report Identifiers

Cover Period: From 2/8/14 To 2/21/14 Report Type: M2

☐ Original

☐ Amendment

☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$ 10,170.00

Loans \$ _____

Total Monetary \$ _____

In-Kind \$ 1,000.00

(7) Expenditures This Report

Monetary Expenditures \$ 10,916.82

Transfers to Office Account \$ _____

Total Monetary \$ 10,916.82

(8) Other Distributions

\$ _____

(9) TOTAL Monetary Contributions To Date

\$ 40,430.00

(10) TOTAL Monetary Expenditures To Date

\$ 22,981.05

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) Steven Wexel

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X

Signature

(Type name) Angeleta Gray

☒ Candidate ☐ Chairperson (only for PC and PTY)

X

Signature

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 8, 14 through 2, 21, 14 (4) Page 1 of 4

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
2, 9, 14	Rosa Bush 127 NW 8 Ave Delray Beach FL 33444	I Retired	CHE			20.00
1						
2, 10, 14	Judy Alperin 3136 Locuston Blvd Delray Beach FL 33444	I Retired	CHE			100.00
2						
2, 10, 14	Roman Science 1545 S. Michigan Ave Unit 1507 Chicago IL 60606	I Retired	CHE			50.00
3						
2, 10, 14	Judy Zulmirete 9754 Nichols Blvd Unit 202 Boynton Beach FL 33436	I Attorney	CHE			100.00
4						
2, 10, 14	Lynette Galyon 3827 W Atlantic Delray Beach FL 33445	I Attorney	CHE			100.00
5						
2, 10, 14	504 Off High Sides 504 E Atlantic Ave Delray Beach FL 33432	B Office Rental	CHE			250.00
6						
2, 7, 14	Okeechobee Landfill 2700 NW 4th St Pompano Beach FL 33077	B Landfill	CHE			500.00
7						

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____

(3) Cover Period 2, 8, 14 through 2, 21, 14 (4) Page 2 of 4

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
2, 7, 14	Trail Ridge Landfill Inc. 2700 NW 46 St Pompano Beach FL 33073	B	landfill	CHE		500.00
8						
2, 7, 14	Hanner Sanitation Inc. 2700 NW 46 St Pompano Beach FL 33073	B	Sanitation	CHE		500.00
9						
2, 14, 14	L Kimberly Peoples 2130 Hyde Park Detroit MI 48207	I	Retired	CHE		100.00
10						
2, 16, 14	Michael Freedman	I	Attorney	CHE		100.00
11						
2, 14, 14	Charlene Conway 2 NW 25th Ct Delray Beach FL 33444	I	Attorney	CHE		100.00
12						
2, 13, 14	Morrison Winterspahn 130 NW 8th Ave Delray Beach FL 33444	I	Social Services	CHE		100.00
13						
2, 8, 14	Cynthia Smith Pastor 222 W 13th H New York NY 10020	I	Pastor	CHE		100.00
14						

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____

(3) Cover Period 2, 8, 14 through 2, 21, 14 (4) Page 3 of 4

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number		Type	Occupation			
2, 14, 14	Christopher Brown	I	City Planner	CHE		100.00
15	218 NW 9th St Delray Beach FL 33444					
2, 12, 14	Deann Rite Ellis	I	Business Owner	CHE		700.00
16	100 MacFarlane Dr #4A Delray Beach FL 33483					
2, 10, 14	Albert Cohen MD	B	Medical	CHE		1000.00
Albert Cohen 17	960 Seaside Dr Delray Beach FL 33483					
2, 14, 14	Dunay Michel	B	Attorney	CHE		1000.00
18	Duckman Bluff 5325 Town Center Ste 601 Boca Raton FL 33486					
2, 12, 14	La Cigale	B	Restaurant	INR		1000.00
19	257 SE 5th Delray Beach FL 33483					
2, 17, 14	Barbara Cane - Shuler	I	Funeral Home Owner	CHE		100.00
20	12881 Cocoa Pine Dr Boca Raton FL					
2, 16, 14	Ramona Young	I	Retired	CHE		50.00
21	9906 Boynton Gardens Way Boynton Beach FL 33437					

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 8, 14 through 2, 21, 14 (4) Page 4 of 4

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
2, 13, 14	William Walshe 1000 Market St Blvd Ste 300 Portsmouth NH 03801	I Real Estate Invest	CHE			500.00
22						
2, 13, 14	Patricia Walshe 1000 Market St Blvd Ste 300 Portsmouth NH 03801	I Real Estate	CHE			500.00
23						
2, 13, 14	Michael Walshe 1000 Market St Blvd Ste 300 Portsmouth NH 03801	I Real Estate Inv.	CHE			500.00
24						
2, 13, 14	Mark Walshe 1000 Market St Blvd Ste 300 Portsmouth NH 03801	I Real Estate	CHE			500.00
25						
2, 21, 14	Lester Hutten 18379 102 ways Boca Raton FL 33498	I	CHE			1000.00
26						
2, 21, 14	Brandon Grzanek 5821 Town Day Dr Boca Raton FL 33486	I	CHE			1000.00
27						
2, 24, 14	Delroy Economic Lenders 455 NE 5th Ave Delroy Beach FL 33482	B PAC	CHE			1000.00

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angeleta Gray

(2) I.D. Number _____

(3) Cover Period 2/8/14 through 2/21/14

(4) Page 1 of 2

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
2/9/14	Patriot Games 120 S Dixie Hwy #202 WPB, FL 33431	Advertising	MON		1979.23 ✓
1					
2/15/14	Randolph Brooks 414 SW 15th Terr Delray Beach FL 33444	Advertising	MON		420.00 ✓
2					
2/15/14	Joseph Jungbuhn 3324 Chateaufort Blvd Delray Beach FL 33445	Advertising	MON		204.00 ✓
3					
2/15/14	Dorothea Johnson 219 SW 9th St Delray Beach FL 33444	Advertising	MON		324.00 ✓
4					
2/15/14	Sue Johnson 6561 Whispering Willows Delray Beach FL 33446	Advertising	MON		402.00 ✓
5					
2/15/14	David Sauvour 523 NW 50th Ave Delray Beach FL 33445	Advertising	MON		132.00 ✓
6					
2/9/14	Patriot Games 120 S Dixie Hwy #202 WPB, FL 33431	Consulting	MON		2500.00 ✓
7					
2/17/14	Patriot Games 120 S Dixie Hwy #202 WPB FL 33441	Consulting	MON		2500.00 ✓
8					

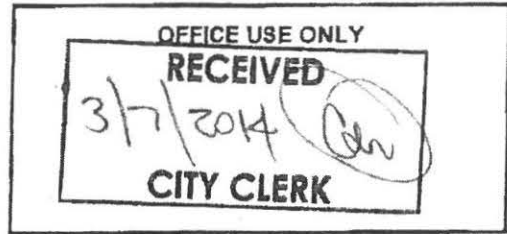
CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angela Gray (2) I.D. Number _____
 (3) Cover Period 1/1/14 through 1/1/14 (4) Page 2 of 2

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
2/13/14	Patterson & Sons 120 S Dixie Hwy #202 WPB FL 32741	Signs	MON		1611.20
9					
2/16/14	Sue Peatr 6561 Whispering Windway Delray Beach FL 33444	Advertising	MON		402.00
10					
2/19/14	Angela Gray 219 SW 9th St Delray Beach FL 33444	Phone	MON		42.39
11					
2/10/14	FL Democrat 1405 W 22nd Ave Ste 102 Riviera Beach FL 33404	Advertising	MON		400.00
12					
1/1					
1/1					
1/1					
1/1					
1/1					
1/1					

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) Angeleta Gray
 Name
 (2) [REDACTED]
 A
 City, State, Zip Code



☐ Check here if address has changed

(3) ID Number: _____

(4) Check appropriate box(es):

☒ Candidate Office Sought: City Commission

☐ Political Committee (PC)

☐ Electioneering Communications Org. (ECO)

☐ Party Executive Committee (PTY)

☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)

☐ Check here if PC or ECO has disbanded

☐ Check here if PTY has disbanded

☐ Check here if no other IE or EC reports will be filed

(5) Report Identifiers

Cover Period: From 2, 22, 14 To 3, 6, 14 Report Type: 4th day

☐ Original

☐ Amendment

☐ Special Election Report

Deflection

(6) Contributions This Report

Cash & Checks \$ 11,675.00

Loans \$ _____

Total Monetary \$ 11,675.00

In-Kind \$ 1,000.00

(7) Expenditures This Report

Monetary Expenditures \$ 6,312.12

Transfers to Office Account \$ _____

Total Monetary \$ 6,312.12

(8) Other Distributions

\$ _____

(9) TOTAL Monetary Contributions To Date

\$ 52,105.00

(10) TOTAL Monetary Expenditures To Date

\$ 29,293.17

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) Steven Wexel

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X

Signature

(Type name) Angeleta Gray

☒ Candidate ☐ Chairperson (only for PC and PTY)

X

Signature

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____

(3) Cover Period 2,22,14 through 3,6,14 (4) Page 1 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number		Type	Occupation			
2,23,14 1	PA Vaughn 17650 Woodview Boca Raton FL 33487	I	Retired	CHE		100.00
2,27,14 2	Richard Edick 615 W Ocean Blvd Delray Beach FL 33483	I	Turnaround consultant	RCT payroll		50.00
3,3,14 3	ZOM Holding 2001 Summit Park STE 300 Orlando FL 32810	B	Developer	CHE		500.00
2,25,14 4	Dian President 217 SW 4th Ave Delray Beach FL 33444	I	receptionist	CHE		150.00
2,27,14 5	Bobby Powell 1442 W 32nd St Riviera Beach FL 33404	I	state Representative	CHE		25.00
3,4,14 6	Sandra Mula 4201 W Ocean Boca Raton FL 33421	I	Retired	CHE		100.00
2,28,14 7	The Praxis Group 4125 W 6th St Boca Raton FL 33432	B	computer tech	CHE		1000.00

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 22, 14 through 3, 6, 14 (4) Page 2 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
3, 3, 14	Enid Jackson 140 SE 27th Pl Bogarten Beach FL 32435	I Teacher	CHE			1000.00
8						
3, 3, 14	Madge Gregory 140 SE 27th Pl Bogarten Beach FL 32435	I retired	CHE			1000.00
9						
2, 28, 14	Marie Seide 12925 Clifton Dr Boca Raton FL 33428	I Realtor	CHE			1000.00
10						
3, 4, 14	Hutchar Const. & Development Inc 1020 S Fed Hwy DeVay Beach FL 33463	B Const+ Development	CHE			250.00
11						
3, 4, 14	A K Kerman LLP 495 W Kellen Rd Ste 300 Maitland FL 32751	B Lawyers	CHE			500.00
12						
3, 4, 14	CBS Realty Inc 3299 W 2nd Ave Boca Raton FL 33431	B Real Estate	CHE			500.00
13						
3, 4, 14	PJAM 495 S Agh St Ste 150 Columbus OH 43215	B Real Estate	CHE			1000.00
14						

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SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 22, 14 through 3, 6, 14 (4) Page 3 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number		Type	Occupation	Type	Description	Amount
3, 4, 14 15	Edward J. Indurmont 4955 High St Columbus, OH 43215	B	Developer	CHE		1000.00
3, 4, 14 16	Multicom Builders 4955 High St Columbus, OH 43215	B	Contractor	CHE		1000.00
3, 4, 14 17	JWE Development 4955 High St Columbus, OH 43215	B	Development	CHE		1000.00
3, 4, 14 18	Margaret Jane 5267 Europa Dr Apt 411 Boynton Beach FL 33471	B	Insurance	CHE		1000.00
3, 4, 14 19	CDS International Holdings 3299 NE 2nd Ave Boca Raton FL 33431	B	Real Estate	INTK	Fund Raiser	1000.00
3/6/14 20	Sachs Sax Caplan 6111 Broken Sound Parkway Boca Raton FL 33487	B	Lawyer	CHE		500.00
1						

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 22, 14 through 3, 6, 14 (4) Page 1 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
2/22/14	Randolph Booker 414 SW 15 th Terr Delray Beach FL 33444	Adventum	MON		360.00
1					
2/22/14	Dorothea Johnson 219 SW 9 th St Delray Beach FL 33445	Adventum	MON		760.00
2					
2/22/14	Hube Veillard 552 NW 48 th Ave Delray Beach FL 33445	Adventum	MON		48.00
7					
2/22/14	Sue Peck 6561 Whispering Windway Delray Beach FL 33484	Adventum	MON		204.00
4					
2/22/14	Antonia Smith 816 Par Circle Delray Beach FL 33445	Adventum	MON		300.00
5					
2/22/14	Malik Pant 816 Par Circle Delray Beach FL 33445	Adventum	MON		120.00
6					
2/22/14	Edward Mann 308 SW 9 th St Delray Beach FL 33444	Adventum	MON		84.00
7					
2/22/14	Mt Olive Church 40 NW 4 th Ave Delray Beach FL 33444	Adventum	MON		100.00
8					

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2/22/14 through 3/6/14 (4) Page 2 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
(6) Sequence Number					
<u>2/24/14</u>	<u>Wal Mart</u>	<u>office supply</u>	<u>MON</u>		<u>185.94</u>
<u>9</u>	<u>3200 Old Boynton Rd</u> <u>Boynton Beach FL 33426</u>				
<u>3/1/14</u>	<u>Randolph Brooks</u>	<u>Advertising</u>	<u>MON</u>		<u>72.00</u>
<u>10</u>	<u>414 SW 15th Terr</u> <u>Delray Beach FL 33444</u>				
<u>3/1/14</u>	<u>Dorothy Johnson</u>	<u>Advertising</u>	<u>MON</u>		<u>216.00</u>
<u>11</u>	<u>219 SW 9th St</u> <u>Delray Beach FL 33445</u>				
<u>3/1/14</u>	<u>Laundry Joseph</u>	<u>Advertising</u>	<u>MON</u>		<u>54.00</u>
<u>12</u>	<u>6154 Country Fair Circle</u> <u>Boynton Beach FL 33437</u>				
<u>3/1/14</u>	<u>Antonia Smith</u>	<u>Advertising</u>	<u>MON</u>		<u>168.00</u>
<u>13</u>	<u>816 Pan Circle</u> <u>Delray Beach FL 33445</u>				
<u>3/1/14</u>	<u>Bryan Richardson</u>	<u>Advertising</u>	<u>MON</u>		<u>96.00</u>
<u>14</u>	<u>412 Southridge Ave</u> <u>Delray Beach FL 33445</u>				
<u>2/27/14</u>	<u>Spades Cultural Museum</u>	<u>Advertising</u>	<u>MON</u>		<u>100.00</u>
<u>15</u>	<u>170 NW 5th Ave</u> <u>Delray Beach FL 33444</u>				
<u>2/27/14</u>	<u>Patriot Games</u>	<u>Advertising</u>	<u>MON</u>		<u>3392.79</u>
<u>16</u>	<u>120 S Dixie Hwy</u> <u>West Palm Beach FL 33401</u>	<u>Brochure</u>			

CAMPAIGN TREASURER'S REPORT - ITEMIZED EXPENDITURES

(1) Name Angeleta Gray (2) I.D. Number _____
 (3) Cover Period 2, 22, 14 through 3, 6, 14 (4) Page 3 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Purpose (add office sought if contribution to a candidate)	(9) Expenditure Type	(10) Amendment	(11) Amount
3/2/14	St Paul AME 46 SW 10th Ave Delray Beach FL 33444	Advert.	MON		100.00
17					
3/3/14	Office Depot 1110 S Federal Hwy Delray Beach FL 33483	Advert. printing	MON		58.30
18					
3/3/14	Office Depot 1110 S Federal Hwy Delray Beach FL 33483	Adv. printing	MON		42.40
19					
3/4/14	Office Depot 1110 S Federal Hwy Delray Beach FL 33483	Adv printing	MON		198.19
20					
2/27/14	Supervisor of Elections 240 S Military Trail West Palm Beach FL	Fee Absentee List	MON		22.50
21					
3/1/14	Homeowners of Chateaux PO Box 7481 Delray Beach FL 33487	HOA Advert.	MON		30.00
22					
11					
11					

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

INTERNATIONAL ENTERPRISE DEVELOPMENT, INC.

Filing Information

Document Number	P97000012015
FEI/EIN Number	650726010
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Principal Address6260 N OCEAN BLVD
OCEAN RIDGE, FL 33435

Changed: 03/23/2000

Mailing Address6260 N OCEAN BLVD
OCEAN RIDGE, FL 33435

Changed: 03/23/2000

Registered Agent Name & AddressLYNN, ALLISON
6260 N OCEAN BLVD
OCEAN RIDGE, FL 33435

Name Changed: 04/24/2002

Address Changed: 03/23/2000

Officer/Director Detail**Name & Address**

Title P

LYNN, ALLISON DR
6260 N OCEAN BLVD
OCEAN RIDGE, FL 33435**Annual Reports**

Report Year	Filed Date
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2013	02/04/2013
2014	01/16/2014
2015	02/25/2015

Document Images

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State of Florida, Department of State

MARCH 18, 2014

A Regular Meeting of the City Commission of the City of Delray Beach, Florida, was called to order by Vice Mayor Jacquet in the Commission Chambers at City Hall at 6:00 p.m., Tuesday, March 18, 2014.

1. Roll call showed:

Present - Vice Mayor Alson Jacquet
Commissioner Adam Frankel
Commissioner Angeleta E. Gray

Absent - Mayor Cary Glickstein
Commissioner Shelly Petrolia

Also present were - Louie Chapman, Jr., City Manager
Janice Rustin, Assistant City Attorney
Kimberly Wynn, Acting City Clerk

2. The opening prayer was delivered by Reverend Nancy Norman with Unity Church of Delray Beach.

3. The Pledge of Allegiance to the flag of the United States of America was given.

4. **APPROVAL OF MINUTES:**

None.

5. **PRESENTATIONS:**

None.

At this point, the Commission moved to **Comments and Inquiries on Agenda and Non-Agenda Items from the City Manager and the Public Immediately Following Presentations.**

6.A. **City Manager's response to prior public comments and inquiries.**

None.

6.B. **From the Public.**

6.B.1. **Kevin Warner, 248 Venetian Drive, Delray Beach, FL 33483,** congratulated Vice Mayor Jacquet and stated he will miss seeing Commissioner Gray on

the dais and she has been a helpful calming influence.

6.B.2. Ronald Gilinsky, 1405 S. Federal Highway #140, Delray Beach, FL 33483, urged the Commission to give the Police Officers a 5% raise which will cost the City \$470,000 because they have not had a raise in six (6) years. Mr. Gilinsky stated the City of Delray Beach is on the verge of losing a substantial number of police officers due to retirement and due to Police who are going to go to Palm Beach County Sherriff's Office for more money and more opportunity. Mr. Gilinsky urged the City Commission to approve a 5% raise for the Police Officers and a one (1) year contract they asked for a year ago.

6.B.3. Pauline Moody, 609 S.W. 8th Avenue, Delray Beach, FL 33444, congratulated Commissioner Jacquet for being re-elected and stated she is sorry to see Commissioner Gray go.

6.B.4. Karen Granger, President/CEO of the Delray Beach Chamber of Commerce, 140 N.E. 1st Street, Delray Beach, FL, thanked the public for attending the recent candidate forum and thanked all the candidates for running for office. Ms. Granger stated they have gone from 600 members to 1,000 members and invited everyone to see the type of businesses that are coming to them. She stated many people have come from Toronto and New York and have always vacationed in Delray Beach and are very successful business people. Ms. Granger stated marketing companies, healthcare companies, and G-Sky, etc. are coming to Delray. She stated the membership is reflective of what is happening in the community with small business and invited everyone to come see the new facility.

6.B.5. Major Joseph Bernadel, retired Major with the United States Army (22 years) and President/Founder of the Toussaint L'Ouverture Charter High School, 301 S.W. 14th Avenue, Delray Beach, FL 33444, congratulated Vice Mayor Jacquet for being re-elected and wished Commissioner Gray the best in all her endeavors. Major Bernadel stated he is happy to see the over-naming of S.E. 2nd Avenue to Toussaint L'Ouverture Way and is glad to see that the City has made the decision to honor the Haitian community by over-naming the street.

6.B.6. Ari Whiteman, 5091 Washington Road, Delray Beach, FL 33484, congratulated Commissioner Jacquet on his re-election and stated he will miss Commissioner Gray because he feels she has done some great work. Mr. Whiteman reiterated comments expressed by Mr. Gilinsky and stated it is time the Police Department gets a raise because they do great work.

6.B.7. Bill Bains, 159 Marine Way Slip #11, Delray Beach, FL 33483 (Marina District), stated residents of the Marina District have not had any input into the planning of the new parking test taking place April 1st.

Vice Mayor Jacquet asked what level of communication was done with the Marina District residents. Vice Mayor Jacquet asked how soon staff can

communicate this with Mr. Bain and the residents of the Marina District residents to give him an update.

6.B.8. Mitchell Katz, 4569 Danson Way, Delray Beach, FL 33445 (President of Bexley Park, member of the Education Board, and a member of the PTA at Banyan Creek Elementary School), briefly commented on addendum Item 9.E., Auburn Trace LTD. Urban Development Action Grant (UDAG) Loan Assignment and Assumption Proposal. Mr. Katz stated he hopes the reason this is on the agenda is to send a clear message to the Auburn Group that they need to pay the debt they owe the City of Delray Beach and urged the City Commission to reject.

6.8.9. Yvonne Odom, 3905 Lowson Boulevard, Delray Beach, FL 33445, congratulated Vice Mayor Jacquet on his re-election (a former Carver Middle School student) and stated she is saddened to see Commissioner Gray go. Mrs. Odom stated she is part of an organization that has been in the community for over 40 years and noted this Saturday at 10:00 a.m. they will have the Opening Ceremony for the Delray Beach American Little League. Mrs. Odom stated Mrs. Gray is a former player but she is also a sponsor and has been very instrumental in getting the building done at Pompey Park. Mrs. Odom stated she is looking forward to working with the newly elected officials.

6.8.10. Rick Burgess, 2012 Alta Meadows Lane, Unit #102, Delray Beach, FL 33444, thanked Commissioner Gray for her countless hours helping the city, stated she will be missed and noted she is a classy lady. Mr. Burgess congratulated Vice Mayor Jacquet for his re-election and expects that he move this city forward.

6.8.11. Pamela Van Horn Nobili, 159 Marine Way, Delray Beach, FL 33483 (lives on a boat), stated she understands that the Commission is aware of the proposed new Marina Historic District parking rules that are supposed to go into effect April 1st. However, Ms. Nobili stated none of the Marina residents/boaters ever received notice of the proposed parking rules. She stated the condo owners on the west side of the Marina knew about the proposed parking rule but the boaters were excluded. She contacted Randal Krejcarek who informed her that she is not part of the Marina Historic District. Ms. Nobili stated all the boaters have been excluded and they have only one parking permit and have no place to park. She urged the Commission to address this issue and help the boat owners.

6.8.12. Christina Morrison, 2809 Florida Boulevard #207, Delray Beach, FL 33483, congratulated Vice Mayor Jacquet on his re-election and extended her sincere admiration and appreciation to Commissioner Gray for helping to guide this city through one of the worst recessions. Ms. Morrison stated the City is booming right now because of Commissioner Gray's leadership. In addition, Ms. Morrison thanked Commissioner Gray for having the vision for the redevelopment of West Atlantic Avenue.

6.8.13. Richard (Dick) Simmons, Marine Way resident of Slip #5, Delray Beach, FL 33483, stated the residents of the Marina District have been excluded and they would like to know when their concerns will be addressed.

At this point, the City Manager stated the City Commission takes comments and does not respond on the spot. However, with regard to the Marina issue, the City Manager stated he will assign this to a staff person and they should be contacted by Thursday.

6.8.14. Kurt Grimsgaard, 159 Marine Way, Delray Beach, FL 33483, (lives on a boat in the Marina Historic District), stated between his wife and two daughters they have four cars. Mr. Grimsgaard stated starting in April the public parking on the west side of the street will be for the condo owners only who already have four (4) parking places in the back of each unit. Mr. Grimsgaard stated they only get one parking space even though the entire east side of the street usually has twelve (12) vacant spots they can only park one car there. Mr. Grimsgaard expressed concern that one of his daughters is a nurse and the other is a student who takes classes at night and they will have to park six (6) blocks away and walk to the boat that could be a potential problem. He feels the boat owners in the Marina District should be entitled to the same amount of parking passes that the condo owners get.

6.8.15. Ty Powell, 406 Bluebird Lane, Delray Beach, FL 33445, stated his mother lives in the Marina District and there is no parking. Therefore, Mr. Powell stated if he wants to visit his mother he has to call her ahead of time she reserves her spot on the other side with a car and he comes the next day. Mr. Powell suggested that the City provide guest passes to the boat owners in the Marina Historic District.

6.8.16. Randolph Belli, 159 Marine Way, Delray Beach, FL 33483 (lives on a boat in the Marina Historic District), stated prior to people speaking this evening he has never heard about anything happening on the west side of the street and no one has ever contacted him.

6.8.17. Ron Nobili, 159 Marine Way, Slip #15, Delray Beach, FL 33483 (lives on a boat in the Marina Historic District), stated they were only granted one permit per vessel; there are 25 spots plus two handicapped spots and there are 24 boaters. Mr. Nobili stated none of the boaters show up at the same time and noted that he conducted his own survey for the past week. He urged the City to allow the boaters to utilize the parking spaces on the *east* side of Marine Way and their spouses will have to park six (6) blocks away. Mr. Nobili stated he lived in Connecticut for 64 years and his boat was 50 miles from where he lived and he never had a break in. Mr. Nobili stated he has lived in Delray Beach for 4½ years and he has had a bicycle and a laptop taken out of his boat. Mr. Nobili stated approximately 3 weeks ago a man by the name of Carvel Beadle was arrested in West Palm Beach who randomly shot a man (Taylor Caldwell) because he had anger issues. Mr. Nobili stated he has an arrest warrant for Mr. Carvel Beadle because Mr. Beadle was sitting on his boat on August 4, 2011. Mr. Nobili stated there is crime in this area and he does not feel that it is right to have a spouse walk six (6) blocks from where they park to get to their boat. He reiterated that they should be allowed to utilize the parking spaces that are available on the *east* side of Marine Way.

6.8.18. Carolyn Simmons, 159 Marine Way, Slip #5, Delray Beach, FL 33483, suggested that the Marina Historic District parking boundaries map be redone to include those people in the marina.

7. AGENDA APPROVAL.

The City Manager requested that **Item 10.A., Ordinance No. 07-14** be postponed to a date certain of April 15, 2014.

The City Manager stated because there are only three (3) Commission members present this evening he requested to remove **Item 9.C., Rescind the Bid Award: Micro Enterprise Technical Assistance Consulting** and **9.C.1., Request for Qualifications for the Micro Enterprise Technical Assistance Consulting**. Also, the City Manager noted the addition of **Item 9.E., Auburn Trace LTD. Urban Development Action Grant (UDAG) Loan Assignment and Assumption Proposal** by addendum and the addition of **Item 8.G., Over-Naming of S.E. 2nd Avenue to Toussaint L'Ouverture Way** by addendum.

For the record, Mrs. Gray stated she has a conflict of interest and disclosed that she had a business relationship with The Business Loan Fund and that she also has a conflict of interest with the IED Group because her good friend Albert McCarthy is one of the contractors with that company was also one of her grass roots Campaign Managers from the 2012 and 2014 Elections. Therefore, Mrs. Gray stated she will recuse herself from voting on these items.

The City Manager stated based on the fact that there are only three (3) Commission members present that item could not go forward since it requires a unanimous consent of three (3) voting members of the Commission.

Mrs. Gray stated there were several things mentioned during her campaign that she approved a contract with IED and that she was under investigation by the City of Delray Beach. For the record, Mrs. Gray asked the City Manager to clarify that the City does not have any contract with IED or former Commissioner Alberta McCarthy and that Mrs. Gray is not under investigation with the City of Delray Beach nor has Mrs. Gray ever been under investigation by the City of Delray Beach.

Mrs. Gray stated for those people in the audience who went knocking on doors telling lies about her and for people that posted lies on Delray Raw she asked that this misinformation be corrected and clarified.

For the record, Mrs. Gray stated that her daughter does not live at Auburn Trace and she has not lived at the Villages of Delray Beach for the last 1½ years.

Mr. Frankel moved to approve the Agenda as amended, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Vice Mayor Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes. Said motion passed with a 3 to 0 vote.

8. **CONSENT AGENDA:** City Manager Recommends Approval.

8.A. **AMENDMENT NO. 1 TO AGREEMENT FOR GENERAL CONSULTING SERVICES:** Approve Amendment No. 1 to Agreement for General Consulting Services with Currie Sowards Aguila Architects, David Miller and Associates and Walter Zackria and Associates (RFQ #2012-15) to extend services for one (1) year. This recommendation is in compliance with Ordinance No. 29-13, Section 36.02(C)(3), "Professional Services" and Section 36.07(A)(2), "Termination, Extension and Renewal".

8.B. **REIMBURSEMENT/UNIQUE TRANSPORTATION & TOURS, LLC:** Approve reimbursement to Unique Transportation & Tours, L.L.C. in the amount of \$4,210.82 for additional insurance premiums required for Trolley 9004 for the operation of the Downtown Roundabout trolleys (Bid No. 2013-22).

8.C. **AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENT FUNDING AGREEMENT/FAIR HOUSING CENTER OF THE GREATER PALM BEACHES:** Approve Amendment No. 1 to the Community Development Block Grant (CDBG) Sub-Recipient Funding Agreement with the Fair Housing Center of the Greater Palm Beaches under FY 2013-2014 to reduce the number of seminars provided.

8.D. **PROCLAMATIONS:**

- 1.** Earth Day 2014 – April 22, 2014

8.E. **REVIEW OF APPEALABLE LAND DEVELOPMENT BOARD ACTIONS:** Accept the actions and decisions made by the Land Development Boards for the period March 3, 2014 through March 14, 2014.

8.F. **AWARD OF BIDS AND CONTRACTS:**

- 1.** Bid award to Matchpoint, Inc. the *lowest* responsive bidder, in the amount of 1,893,187.00 for Phase II of the Meter Replacement and Advanced Metering Infrastructure (AMI) project (P/N 2012-013). The recommendation is in compliance with Ordinance No. 29-13, Section 36.02, "Methods of Acquisition" (A)(1) "Sealed Competitive Method". Funding is available from 442-5178-536-64.46 (Machinery and Equipment).
- 2.** Bid award to Cigna Healthcare (RFP No. 2014-15) in an amount not to exceed \$878,283.00 for Group Medical Benefit Plans, with a 36-month rate guarantee. The recommendation is in compliance with Ordinance No. 29-13, Section 36.03(A), "Acquisitions from vendors exceeding \$25,000 in any Fiscal Year". Funding is available from 551-1576-591-45.20 (Insurance Fund: Insurance/Claims Handling Costs), 551-1576-594-45.35 (Aggregate Stop Loss Premiums) and 551-1576-591-45.36 (Individual Stop Loss Premiums).

3. Bid award to Humana for Dental and Vision, Minnesota Life for Life Insurance, AD&D and Supplemental Life Benefits, Cigna for Long Term Disability regarding the Group Ancillary Benefit Plans for RFP No. 2014-16. The recommendation is in compliance with Ordinance No. 29-13, Section 36.03(A), "Acquisitions from vendors exceeding \$25,000 in any Fiscal Year". Funding is available from 551-1576-591-45.43 (Dental Premiums); 551-1576-594-45.49 (Vision Premiums); 551-1576-591-45.44 (Long Term Disability Premiums); 551-1576-591-45.40 (Life and AD&D Premiums) and 551-1576-591-45.37 (Supplemental Life Premiums).
4. Purchase award to Rechtiem International, West Palm Beach, Florida in an amount not to exceed \$40,000.00 for parts and outside services. The recommendation is in compliance with Ordinance No. 29-13, Chapter 36, Section 36.02 (C)(6)(a), "Sole Source and City Standard". Funding is available from 501-3311-591-52.52 (Garage Fund: Operating Supplies/City Garage – Outside Service).
5. Purchase Award to Home Depot from multiple categories in multiple small dollar amounts expected to exceed \$25,000. Funding is available from multiple departmental FY 2014 budgets.

8.G. OVER-NAMING OF S.E. 2ND AVENUE TO TOUSSAINT L'OUVERTURE WAY: Consider approval of the over-naming of S.E. 2nd Avenue to Toussaint L'Ouverture Way. (***ADDENDUM***)

Mr. Frankel moved to approve the Consent Agenda as amended, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mr. Frankel – Yes; Mrs. Gray – Yes; Vice Mayor Jacquet – Yes. Said motion passed with a 3 to 0 vote.

At this point, Vice Mayor Jacquet stated everyone who is present this evening for **Item 8.G., Over-Naming of S.E. 2nd Avenue to Toussaint L'Ouverture Way**, this was just approved on the Consent Agenda and congratulated those individuals for their support.

At this point, Kimberly Wynn, Acting City Clerk, stated due to his absence, Mayor Glickstein has requested that a statement be read into the record with regard to the Auburn Trace item being added to the Agenda at the last minute. However, when Ms. Wynn began to read Mayor Glickstein's statement into the record she was asked to stop reading the rest of the statement by the Commissioners who were present.

Vice Mayor Jacquet stated if this is within Robert's Rules or the Commission's, rules then he is willing to listen to the statement; however, if this is not within Robert's Rules or within the Commission's rules and someone is not present he

does not understand the point of reading the statement into record.

Mrs. Gray stated she does not care to hear the statement. Mrs. Gray stated this item was told to the applicant that it would be on today's Agenda (March 18, 2014) and last week when the Commission was told that Mayor Glickstein and Commissioner Petrolia would not be present this evening the item was pulled from the Agenda. Mrs. Gray stated the City Commission approved this in January for this to be heard this evening. Mrs. Gray stated in the past there have been only three (3) Commission members present and they were still able to conduct business.

The City Manager stated this item was not on the Agenda partly because Mayor Glickstein and Commissioner Petrolia would not be here and also the Interim City Attorney is in Tallahassee. In addition, the City Manager stated staff has also not had the opportunity to do the analysis on exactly what the proposal was. The City Manager stated there was a combination of factors that caused staff to put the item on the March 18, 2014 Agenda initially. The City Manager stated this is the first time that the Commission has seen this particular proposal.

9. REGULAR AGENDA:

9.A. CONDITIONAL USE EXTENSION REQUEST/SWINTON SOCIAL: Consider a conditional use extension request to allow outdoor dining at night within the Old School Square Historic Arts District for Swinton Social located at 27-43 South Swinton Avenue. (*Quasi-Judicial Hearing*)

Vice Mayor Jacquet read the City of Delray Beach Quasi-Judicial rules into the record for this item.

Kimberly Wynn, Acting City Clerk, swore in those individuals who wished to give testimony on this item.

Vice Mayor Jacquet asked the City Commission to disclose their ex parte communications. The Commission had no ex parte communications to disclose.

Mark McDonnell, AICP, Director of Planning and Zoning, entered the Planning and Zoning Department project file #2012-038 into the record.

Mr. McDonnell stated this is a conditional use extension to allow dining at night. Outdoor dining during the daylight hours is permitted in the OSSHAD Zoning District. Mr. McDonnell stated this request is associated with the adaptive reuse of four (4) contributing structures on the east side of Swinton Avenue between Atlantic Avenue and 1st Street. On November 16, 2011, the Historic Preservation Board (HPB) approved a Certificate of Appropriateness (COA) and a Class V for a new spa, restaurant, café, and kitchen uses which were the adaptive reuse of the existing four (4) residential dwellings currently unoccupied. On February 7, 2012, the City Commission approved the outdoor dining at night. He stated there are specific hours that remain unchanged from the

original approval from two (2) years ago. Mr. McDonnell stated recently the Historic Preservation Board (HPB) extended the COA and Class V on November 20, 2013 to November 16, 2015. Mr. McDonnell stated this request for conditional use to extend the outdoor dining at night would extend it to February 7, 2016. He stated the applicant provided reasons for the extension request and they noted that past economic events and difficulty securing funding which they have reported is no longer a problem. Mr. McDonnell stated the original conditions of approval that staff set forth in the original report remain valid. Staff recommends approval of the extension request.

Bert Collazo, Swinton Social, applicant, stated he is present for any questions the Commission may have.

Vice Mayor Jacquet stated if anyone would like to speak in favor or in opposition of the conditional use extension, to come forward at this time. There being no one from the public who wished to address the Commission, the public comment was closed.

There was no cross-examination or rebuttal.

Mrs. Gray stated she is excited about this project and she supports it.

Janice Rustin, Assistant City Attorney, briefly reviewed the Board Order with the Commission who made findings according to their consensus (attached hereto is a copy and made an official part of the minutes).

Mr. Frankel moved to adopt the Board Order as presented, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mrs. Gray – Yes; Vice Mayor Jacquet – Yes; Mr. Frankel – Yes. Said motion passed with a 3 to 0 vote.

9.B. CHANGE ORDER NO. 1/ACCURATE EVENT GROUP: Consider approval of Change Order No. 1 (C.O. No. 1) in the amount of \$3,061.88 to Accurate Event Group for additional security hours that were needed for the Delray Beach Open by the Venetian Las Vegas Tennis Tournament. This change order is requested per the City of Delray Beach Purchasing Ordinance Section 36.06(A)(1), "Competency in Bidding". Funding is available from 001-4210-575-55.40 (General Fund/Recreational Supplies/Tennis Tournament).

Robert A. Barcinski, Assistant City Manager, stated this item is Change Order No.1 in the amount of \$3,061.88 to Accurate Event Group for the additional security hours that were needed for the recently completed tennis tournament. Mr. Barcinski stated a big chunk of this was the substitution of private security services at a lesser cost for police officers at the stadium gates and there were also some rain delays. Staff recommends approval.

Mrs. Gray moved to approve Changer Order No. 1 in the amount of \$3,061.88 to Accurate Event Group for additional security hours and rain delays, seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Vice Mayor Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes. Said motion passed with a 3 to 0 vote.

9.C. THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.

9.C.1. THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.

9.D. APPOINTMENT TO THE DELRAY BEACH HOUSING AUTHORITY: Appoint one (1) regular member to the Delray Beach Housing Authority to serve a four year term ending March 6, 2018. Based upon the rotation system, the recommendation for appointment will be made by Commissioner Frankel (Seat #3).

Mr. Frankel moved to appoint Kevin Warner to the Delray Beach Housing Authority as a regular member to serve a four (4) year term ending March 6, 2018, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Vice Mayor Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes. Said motion passed with a 3 to 0 vote.

At this point, the Commission took a two (2) minute break. The Commission reconvened and moved to the Item 10, Public Hearings.

10. PUBLIC HEARINGS:

10.A. THE ITEM HAS BEEN POSTPONED TO A DATE CERTAIN OF APRIL 15, 2014.

10.B. ORDINANCE NO. 04-14: Consider a privately-initiated Rezoning from RO (Residential Office) District to RM (Medium Density Residential) District for a parcel of land located on the south side of S.W. 1st Street, between SW 1st Avenue and SW 2nd Avenue within the Coda Development. (*Quasi-Judicial Hearing*)

The caption of Ordinance No. 04-14 is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, REZONING AND PLACING LAND PRESENTLY ZONED RO (RESIDENTIAL OFFICE) DISTRICT TO RM (MEDIUM DENSITY RESIDENTIAL) DISTRICT; SAID LAND BEING A PARCEL LOCATED ON THE SOUTH SIDE OF SW 1ST STREET, BETWEEN SW 1ST AVENUE AND SW 2ND AVENUE, AS MORE PARTICULARLY DESCRIBED HEREIN; AMENDING "ZONING MAP OF DELRAY BEACH, FLORIDA, JANUARY 2012" PROVIDING A GENERAL

REPEALER CLAUSE, A SAVING CLAUSE, AND AN
EFFECTIVE DATE.

(The official copy of Ordinance No. 04-14 is on file in the City Clerk's office.)

Janice Rustin, Assistant City Attorney read the caption of the ordinance. A public hearing was held having been legally advertised in compliance with the laws of the State of Florida and the Charter of the City of Delray Beach, Florida.

Mark McDonnell, AICP, Director of Planning and Zoning, entered the Planning and Zoning Department project file #2014-005 into the record.

Mr. McDonnell stated this ordinance is to consider a privately initiated rezoning from RO (Residential Office) to RM (Medium Density Residential). Mr. McDonnell stated this is a .62 acre parcel of land located on the south side of S.W. 1st Street between S.W. 1st Avenue and S.W. 2nd Avenue. A portion of the development is vacant and is zoned RO (Residential Office) and the remaining 1.38 acre portion contains 36 existing townhomes and noted the lower part is zoned RM (Medium Density Residential) and the land use is RM (Medium Density Residential). Mr. McDonnell stated the current proposal for development of the subject property is to construct 16 townhomes for a total of 52 townhomes in the overall development, the is to expand the Southwest Neighborhood Overlay District to include the subject property, the Future Land Use Map amendment from TRN (Transitional) to MD (Medium Density Residential 5-12 du/ac) and an amendment to the LDRs to expand the Southwest Neighborhood Overlay District map to include the subject property are being processed in order to accommodate the proposed development.

At its meeting of January 27, 2014, the Planning and Zoning Board held a public hearing and recommended approval on a 7 to 0 vote of the rezoning from RO (Residential Office) District to RM (Medium Density Residential) Commission passed this ordinance. At its meeting of February 24, 2014, the City Commission passed this ordinance. Staff recommends approval.

Mr. Frankel stated he has had no communications since this was first discussed. Mrs. Gray stated she had no ex parte communications to disclose. Vice Mayor Jacquet stated he had no ex parte communications to disclose.

Tim Hernandez, representing the petitioner New Urban Lighthouse, LLC, 398 N.E. 6th Avenue, Delray Beach, FL 33483, stated he is present if the Commission has any questions.

The applicant requested that this item be deferred until the next regular City Commission meeting of April 1, 2014.

Mr. Frankel moved to defer Ordinance No. 04-14 to the regular City

Commission meeting of April 1, 2014, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Vice Mayor Jacquet – Yes; Mrs. Gray – Yes; Mr. Frankel – Yes. Said motion passed with a 3 to 0 vote.

10.C. ORDINANCE NO. 06-14: Consider a privately-initiated amendment to the Land Development Regulations by amending Article 4.7, “Family/Workforce Housing”, Section 4.7.1 “Definitions”, Subsection (p) “Southwest Neighborhood Overlay District” to expand the area as shown on the map by repealing the existing map and replacing it with a new one; and by amending Section 4.5.9 “The Southwest Neighborhood Overlay District” to correct a scrivener’s error. (Quasi-Judicial Hearing)

The caption of Ordinance No. 06-14 is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES, BY AMENDING ARTICLE 4.7 “FAMILY/WORKFORCE HOUSING”, SECTION 4.7.1 “DEFINITIONS”, SUBSECTION (P) “SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT” TO EXPAND THE AREA AS SHOWN ON THE MAP BY REPEALING THE EXISTING MAP AND REPLACING IT WITH A NEW ONE; AND BY AMENDING SECTION 4.5.9 “THE SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT” TO CORRECT A SCRIVENER’S ERROR, PROVIDING A SAVING CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

(The official copy of Ordinance No. 06-14 is on file in the City Clerk’s office.)

Janice Rustin, Assistant City Attorney read the caption of the ordinance. A public hearing was held having been legally advertised in compliance with the laws of the State of Florida and the Charter of the City of Delray Beach, Florida.

Vice Mayor Jacquet asked the Commission to disclose their ex parte communications. The Commission had no ex parte communications to disclose.

Mr. Frankel moved to defer Ordinance No. 06-14 to the regular City Commission meeting of April 1, 2014, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mr. Frankel – Yes; Mrs. Gray – Yes; Vice Mayor Jacquet – Yes. Said motion passed with a 3 to 0 vote.

10.D. RESOLUTION NO. 10-14/CONTRACT FOR SALE AND PURCHASE/100 WEST ATLANTIC AVENUE: Consider approval of Resolution No. 10-14, a contract for sale and purchase, authorizing the City to transfer property located at 100 West Atlantic Avenue to Palm Beach County for the amount of \$10.00.

The caption of Resolution No. 10-14 is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AUTHORIZING THE CITY TO TRANSFER TO PALM BEACH COUNTY CERTAIN REAL PROPERTY IN PALM BEACH COUNTY, FLORIDA, AS DESCRIBED HEREIN, HEREBY INCORPORATING THE CONTRACT STATING THE TERMS BETWEEN THE CITY OF DELRAY BEACH AND PALM BEACH COUNTY, FLORIDA, DATED NOVEMBER 12, 2002.

(The official copy of Resolution No. 10-14 is on file in the City Clerk's office.)

Janice Rustin, Assistant City Attorney read the caption of the resolution.

Vice Mayor Jacquet declared the public hearing open. There being no one from the public who wished to address the Commission regarding Resolution No. 10-14, the public hearing was closed.

Mr. Frankel moved to approve Resolution No. 10-14, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mrs. Gray – Yes; Vice Mayor Jacquet – Yes; Mr. Frankel – Yes. Said motion passed with a 3 to 0 vote.

9.E. ADDENDUM TRACT LTD. URBAN DEVELOPMENT ACTION GRANT (UDAG) LOAN ASSIGNMENT AND ASSUMPTION PROPOSAL: Consider approval of a request from Auburn Trace, Ltd. To propose an Assignment and Assumption Agreement of the City's Urban Development Action Grant Loan to an affiliate of Auburn Trace, Ltd. (Auburn) (***ADDENDUM***)

Vice Mayor Jacquet disclosed that he believes one of his former colleagues (Mackenson Bernard) who he worked with in the past in Tallahassee is Legal Counsel for one of the companies being discussed this evening. Vice Mayor Jacquet stated this does not benefit him in anyway.

Commissioner Gray disclosed that her daughter does not live at Auburn Trace and has not lived at The Villages at Delray in over 1½ years.

Jack Warner, Interim Finance Director, stated this item is on the agenda per the request of the partners at Auburn Trace as a courtesy to them. Mr. Warner stated

staff received this request yesterday afternoon so staff did not have sufficient opportunity to do enough analysis to provide the Commission with any recommendation other than the one that staff has provided. Mr. Warner stated that recommendation is that they have the opportunity to sit down with the partners to work through their proposal to be sure they understand it, to work with them to develop alternatives, and to do the analysis that would be the basis for the recommendation to the Commission. Mr. Warner stated since the City Commission had a previous discussion on this and had they asked him, he would have informed them that he was the one that requested that this item be pulled from the original agenda.

Cito Beguiristain, Auburn Development, 777 East Atlantic Avenue, Delray Beach, FL 33483 (applicant), stated Auburn Development considers this to be an incredible opportunity to further the redevelopment plan of the Southwest Neighborhood. Mr. Beguiristain stated they are current with all their mortgages and debts with the City of Delray Beach and Auburn Development made a \$300,000.00 payment in January. Therefore, Mr. Beguiristain stated there are no past due funds currently with the City of Delray Beach. Mr. Beguiristain stated this particular loan modification is something Auburn has been working on with staff prior to the new Interim Finance Director starting. In 2012, Mr. Beguiristain stated the City of Delray Beach hired an expert on affordable housing to do an analysis of this loan and they provided their recommendations to Auburn as to how they felt it was structured. Mr. Beguiristain stated part of those recommendations is what Auburn is requesting which is a conversion of the loan from a hard pay note to a soft pay note and a lump sum payment at closing. He stated the current Interim Finance Director and City Manager may have not had the opportunity but City staff has been working with Auburn for more than two (2) years back and forth in terms of ideas/concepts. Mr. Beguiristain stated the reason Auburn has requested that this be placed on the agenda is because Auburn has some very tight timelines in terms of significant financing that has been committed to this development to improve the property. Mr. Beguiristain stated the City adopted a Southwest Neighborhood Plan several years ago to bring revitalization to Atlantic Avenue and as part of that Plan the Auburn Development completed The Village at Delray Development and in partnership with the City they brought in millions of dollars for brick pavers at the intersections, parallel parking, lighting, and landscaping, etc. up and down Auburn Avenue (S.W. 12th Avenue) from County contributions. Mr. Beguiristain stated they are requesting to renovate the Village at the Park at Auburn Trace. Mr. Beguiristain stated their financial partners at the Federal Government, State Government, and in the Palm Beach County government have all decided that they are all on board to renovate Auburn Trace and the Village at the Park. Mr. Beguiristain stated the State of Florida has a commitment with Auburn to provide more than \$10 million in tax credits, the Palm Beach County Housing Finance Authority has approved the tax exempt bond issuance to provide some financial support necessary, and the Federal Home Loan Bank has committed a \$500,000.00 grant. Mr. Beguiristain stated Delray Beach has had tremendous success in the downtown area and some of that has trickled into the Southwest area and there have been massive investments including the Villages (\$30 million) and now the Housing Authority Development (\$20-\$30 million) and now the Village at the Park development is expected to bring in \$20 million into the area and

is the largest contiguous tract with 152 homes. Mr. Beguiristain stated they plan to totally renovate the units and briefly explained the design concepts and the life safety improvements and CPTED (Crime Prevention Through Environmental Design) more than \$10 million worth of investments. He stated between the Federal, State, and Palm Beach County is bringing over \$10 million and the private sector is bringing another \$10 million but in order to bring this to fruition for these low income families (those who earn between \$25,000-\$49,000) and what happens to be the only "qualified census tract" in Delray Beach (areas where incomes have not risen in ten years) is that the City of Delray Beach approve this loan modification. Mr. Beguiristain stated Auburn requests the following: (1) that Auburn pays the City of Delray Beach \$1,050,000.00 now, (2) convert the loan from what is currently a "hard pay" (paying \$150,000 per year to the City no matter what) to a "soft pay" which means depending on the cash flow in order to make the payment. Mr. Beguiristain stated Auburn is not asking to forgive the \$4 million loan but explained that Auburn wants to remain responsible for the entire loan and pay the City \$1,050,000.00 now and the only difference is that after the initial seven (7) years that the City is getting an advance now the loan would become "soft" which means it is cash flow dependent. Mr. Beguiristain stated if for some reason the property did not make the \$150,000.00 that year in cash flow then Auburn would pay the City of Delray Beach less if there were not the cash to pay it; however, Mr. Beguiristain stated that is eight (8) years out. He stated if the City were to see somehow that the cash flow was not there and they saw a small decrease in the City's payments in year 8, 9, 10, and 12, that \$20,000 or \$30,000 is not lost because it is added onto the loan and does not get forgiven. Mr. Beguiristain stated the City gets \$20 million of investment in the Southwest neighborhood. Mr. Beguiristain stated the residents deserve this investment from the Federal government and Palm Beach County loans are structured like this because this is what affordable housing requires and Auburn was the first company in the State of Florida to develop tax credit affordable housing and won an award with the City of Delray Beach's assistance from the National Association of Homebuilders for this project for the finest affordable housing in the country a little over 20 years ago. He stated some of the things they have now learned with affordable housing they have learned to build big reserves into their budgets so if there is a maintenance issue or need to make an investment there would be replacement reserves. Mr. Beguiristain stated the foreclosure ratio of affordable housing since they have improved it nationwide has dropped to under .02%. He stated this is an opportunity to take 20 acres of the Southwest neighborhood and make it successful. Mr. Beguiristain stated this is a way to get the City money faster and although in 8 years there is a chance that if there is no cash flow the City might get a little less money but what the City is getting is leveraging what it might get less of that \$150,000.00 (maybe \$120,000) for \$20 million today in investment and \$1 million cash. Mr. Beguiristain stated Auburn is held to task by the State of Florida and by the County and urged the City Commission to bring this \$20 million investment into that community and continue the revitalization that has already been started.

Vice Mayor Jacquet asked Mr. Beguiristain what the offer was in 2012 that the City gave Auburn and how does that compare to where we are today. In response, Mr. Beguiristain stated the offer on July 12, 2012 was a bifurcation of the loan was that the City of Delray Beach would get \$600,000.00 versus \$150,000.00 and

\$2,170,000.00 would be made "soft" along the lines of what has been discussed with this deal and they would be coterminous with the first mortgage; and, the daycare would be held separately and they would get \$150,000.00 a year from the daycare providing the payment and if not there were some other terms about Auburn buying and selling it back and forth and that it would be "hard" from the daycare. Mr. Beguiristain stated it was a version that they are offering today but was a version that did not work with their investor partners.

For clarification, Mr. Warner, stated according to information the City received from the bank Auburn is current on the two (2) loan payments that were causes of default. However, Mr. Warner stated to the City's knowledge Auburn is still not current on real estate taxes and they are not in compliance with another requirement of the loan which is that the City receive all financial information from them that is also a cause of default. Mr. Warner stated Auburn continues to be in default and confirmed that when the Commission sees something in writing from staff it is accurate. Secondly, Mr. Warner stated the City has been working for longer than two (2) years with the Auburn Group on various proposals; the most recent was an August proposal which was to pay off for \$2 million the outstanding amount of loan principal and accrued interest which is approximately \$4 million and to his knowledge that was the item that was on the agenda for this meeting. Mr. Warner stated to clarify the letter there is no loan forgiveness in there, the City does get accelerated payments on the \$150,000.00 a year interest but the City is required simultaneously to make a \$4 plus million loan. Therefore, Mr. Warner stated looking at the cash there is \$1 million in and \$4 plus million out so the City will be cash flow negative not only at the closing but then for the next eight (8) years when there are no payments. Mr. Warner stated what "soft interest" means that the City has no right to anything other than proceeds from the project that are left over after everyone involved in the project is paid. Mr. Warner stated the letter from Auburn does not clearly state that the proceeds of the new loan that the City would be making would be used to pay off the old loan.

Mr. Warner stated the Community Redevelopment Agency (CRA) had an agenda item on a February meeting to look at a loan of this type to Auburn Group and it was slightly more positive than the terms being offered to the City of Delray Beach. The interest was contingent; it was "soft" but there was a floor put under it. However, Mr. Warner stated it was pulled from the agenda as the CRA indicated it was not something that they wanted to go forward with at that time.

Mr. Jacquet stated there are legitimate concerns on both sides. Mr. Jacquet stated if this does move forward that it does *not* go forward without the review of the Finance Director and the Interim City Attorney. Mr. Jacquet suggested that there be some measure or condition in there that would allow the Interim City Attorney and Finance Director to take the time to review it and feel more comfortable with it.

Mr. Warner stated the way this is done in his experience is that at this point they would sign a Memorandum of Understanding or a Letter of Intent which is an agreement that indicates the two (2) parties like the looks of this but they both need to do

some more analysis and agree to sit down together to work toward what would be a definitive agreement. Mr. Warner stated there are equity participants and debt participants and they have to do a lot of due diligence. Mr. Warner suggested that the City Commission use a Letter of Intent approach and stated that it is their intent to go forward with this project subject to appropriate review by both parties. Furthermore, Mr. Warner stated there is a paragraph in a Letter of Intent that without regard to anything else this is not binding on either party to anything other than talk, negotiate, and try to come to a definitive transaction.

Mrs. Gray asked the applicant about their time constraints.

Mr. Beguiristain stated their existing first mortgage term is up in a few months so time is of the essence. In addition, Mr. Beguiristain stated they have some deadlines in terms of the financing commitments that Auburn has from other agencies. Mr. Beguiristain stated they are not requesting that the City come up with a new loan or new cash but they are requesting to modify the existing loan and let it be assumed it into the new structure of the partnership. Mr. Beguiristain stated Auburn is asking that the City take \$1 million on its existing loan now and the balance of the loan to modify it to a "soft pay loan" along the terms that are mentioned. He stated that will allow them to wrap up the rest of their financing (\$20 million) that they want to bring to the table. Mr. Beguiristain urged the City to agree to the following conditions: (1) that the City agrees to the down payment (\$1,050,000.00) now and (2) that the City will agree that the balance of the existing loan will be modified from a "hard pay loan" to a "soft pay loan." Mr. Beguiristain stated they can work out all the details, etc. with staff and he urged the City to approve this now so the terms can be worked out to protect the City's interest.

Mr. Frankel asked if this does not pass is there a chance that the City would get zero (0). Mr. Beguiristain stated there is a large chance that the City would get zero (0).

Vice Mayor Jacquet asked how many years has Auburn owed this money to the City. Mr. Beguiristain stated it has been a little over 20 years and during that time Auburn made \$150,000.00 a year payment; it was originally a \$3.2 million grant from the Federal Government to the City of Delray Beach and the City took the grant and loaned the grant to the Auburn Group. He stated Auburn already paid back in principal payments basically as much as the original grant was. Mr. Beguiristain stated the part the City loaned to the Auburn Group from City taxpayers was repaid when they built the Village at Delray so there are no City collected taxes that is in this loan agreement now. Furthermore, Mr. Beguiristain stated it was a grant from the Federal Government that came to the City of Delray Beach and was loaned to Auburn for the purpose of this development. Mr. Beguiristain stated Auburn has paid \$150,000.00 since the beginning of this development and has made some lump sum payments to the City as well.

Mrs. Gray clarified with Mr. Beguiristain that Auburn and the City of Delray Beach went to Washington specifically for this project.

Mr. Beguiristain reiterated that Auburn is requesting to give the City of Delray Beach \$1,050,000.00 faster and to make the balance of it "soft" and allow them to work out the details with staff and the City Attorney and nothing else.

Janice Rustin, Assistant City Attorney, stated Interim City Attorney Terrill Pyburn is not present this evening and she did not have the opportunity to review the proposal at all so the City Attorney's office is not able to provide any guidance on the conditions that might limit the proposal because the City Attorney's office has not seen the original proposal. Ms. Rustin stated as suggested by Mr. Warner that the City Attorney's office draft a Memorandum of Understanding and that it be brought back before the City Commission for their review and vote, and move forward in good faith.

The City Manager stated as indicated by Mr. Warner that the Memorandum of Understanding be drafted first and then the actual agreement.

Mrs. Gray briefly discussed the agreement with the CRA and stated no one appears to be concerned about affordable housing.

The City Manager stated they agree that the Auburn Group can make a significant investment in that property and will hopefully not do anything to discourage that investment; however, the City Manager stated the City wants to ensure that this is according to reasonable financial standards and noted the City has not been a party to the CRA structured loans.

Mr. Frankel stated no one complained about the outstanding \$2.5 million loan for the Arts Garage. Mr. Frankel stated he feels the only thing the City would potentially miss out on is the interest.

Mr. Warner stated he informed the Commission of staff's preferred conclusion and recommendations. In addition, Mr. Warner stated according to Mrs. Butler is that with regard to the 1988 original agreement the City of Delray Beach achieved its affordable housing objectives. Therefore, Mr. Warner stated the City is dealing with a loan that should have been and was originally scheduled to be paid off in fifteen (15) years. Mr. Warner stated the original transaction which had interest forgiveness at the front end, payments at the back end, a loan from the City, a grant from the City, third party lending, and equity from the partner was a great deal when it was put together. Mr. Warner stated it is Auburn's non-performance and inability to generate sufficient cash from the project from the beginning that has caused this to go through all of the negotiations and re-negotiations. Mr. Warner stated this project started in the mid-1990's and ran through a period of time that was the most positive housing market in the history of this country where you could get money for housing falling off trees but for some reason the original \$3.8 million loan now has an outstanding balance of \$4.2 million. He stated two things happened over the last 25 years: (1) while there was a great deal on paper the City has not done a good job with working with our partner to ensure that they fulfilled their obligations and (2) the City should be very careful going forward. Mr. Warner stated it is his responsibility to ensure that this is done in a way that

is financially responsible for the City and Auburn. Mr. Warner stated sitting down without preconditions working out a deal bringing some creativity to it and suggested bringing more players to it would be better for the City and Auburn.

Mr. Warner stated this is an attractive property and transaction and believes there are other lenders in addition to the City that could bring favorable terms to the project.

Brief discussion between Commissioner Gray and Mr. Warner followed regarding whether or not Auburn defaults. Mr. Warner stated he is not suggesting that Auburn would default but feels the bank would step in if Auburn would default. Mr. Warner stated he recommends that the Commission direct staff to go forward in open negotiation and feels the two conditions narrow the possibilities for creativity so he would not be in favor of those conditions.

Vice Mayor Jacquet stated affordable housing is a crisis in the city. Vice Mayor Jacquet stated he understands the concerns of staff and he would like the Interim City Attorney to review this and that the Finance Director continues to sit down with the City's partners. However, Vice Mayor Jacquet stated he feels this needs to move forward with what they are being presented with tonight because he feels that affordable housing is a crisis. Vice Mayor Jacquet stated he does not want the Commission's decision to tie the Interim City Attorney to where she cannot communicate with Auburn on what she sees as wrong.

Mr. Frankel stated many upper levels of people are no longer with the city anymore and the City cannot operate without the level of staffing. Mr. Frankel stated he supports the conditions as stated by Mr. Beguiristain this evening.

Mrs. Gray stated if this is approved this evening she would like to make sure that minority and local contractors are included in the hiring process by Auburn. Mr. Beguiristain stated they will include a minimum of 30% Delray Beach contractors and 25% plus minority contractors and he is willing to put this in writing as part of the agreement.

Brian Hinnners, Auburn Group, stated the \$1,050,000.00 would come in at the closing of the new partnership when the Auburn Group closes on the new financing and urged the City Commission to approve this because they have been trying to get this done for two years.

Mrs. Gray stated she would like to keep the three (3%) interest rate in the agreement. Mr. Beguiristain stated they can keep the three (3%) interest accruing.

For the record, Mr. Warner stated the early payment of the interest that the City is already owed which is \$1,050,000.00 and there is no guarantee that the City will receive that money; *that money will only be received if all of the other financing activity falls in place* and the money will be received only *when* that financing activity falls into

place. Mr. Warner stated he does not want the Commission to believe that the City has \$1,050,000.00 in our pockets.

Mrs. Gray stated if the other financing does not fall into place then the City does not get the \$1,050,000.00 and the City does not have a deal anyway.

Mr. Warner stated he does not want the Commission to believe that the City has \$1,050,000.00 in its pockets now. Mr. Warner stated the City would get it over a period of seven (7) years. Mr. Jacquet stated that is the same way it is right now. Mr. Warner stated that means the City does not really get the \$1,050,000.00 and reiterated that his suggestion is that there may be better ways to do this.

Mrs. Gray asked Mr. Beguiristain how he is going to prevent and how the City can be sure that the same thing that happened to Auburn Trace will not happen with Village at the Park.

Vice Mayor Jacquet stated there is a suggestion from the applicant that if the Commission wishes to move forward they can consider two of the issues which is (1) that the City agree to the down payment (\$1,050,000.00) now and (2) that the City will agree that the balance of the existing loan will be modified from a "hard pay loan" to a "soft pay loan" and leave any other issues within this item to be resolved by the partners (the City of Delray Beach and Auburn). Vice Mayor Jacquet stated the Commission also has the item in its totality before them and the City Commission can move to either approve it or deny it as presented.

Janice Rustin, Assistant City Attorney, stated there was a third alternative to direct staff to draft a Memorandum of Understanding (MOU) to be back before the City Commission at their meeting of April 1, 2014 which outlines all of the conditions satisfactory to the City Attorney's office so that they are definite. Ms. Rustin stated the problem with the conditions that the applicant suggests is that it would make the agreement indefinite and the agreement could fail because there would not be mutual assent as no one would know what everyone is agreeing to. Ms. Rustin expressed concern over the time limits on the conditions and if the conditions are not met, does the agreement fail completely or does the City get to go back to the applicant and renegotiate. Ms. Rustin stated there are so many variables and she implored the City Commission to consider this option.

Mr. Frankel asked the applicant when the closing will be.

After brief discussion, Mr. Beguiristain stated they estimate that the closing will be within six (6) months from today and getting the loan agreement subsequently completed with the City Attorney. Mr. Beguiristain stated he would feel more comfortable stating that the closing will be in one (1) year to allow them the time they need to get plan approvals, permits, etc. and just in case something gets delayed.

Mr. Frankel stated he would make a motion to approve based on receiving the \$1,050,000.00 by a time certain as the condition; however, he feels that one (1) year is a long time. Mr. Frankel suggested that the closing be in two (2) months. In response, Mr. Beguiristain stated they cannot get everything they need done within that timeframe. For the record, Mr. Beguiristain stated six (6) months from June 1, 2014 would be fine. Mr. Frankel expressed concern over this amount of time being too long.

Ms. Rustin asked the applicant if the Memorandum of Understanding (MOU) will satisfy the loan requirements. Mr. Beguiristain stated the lenders want to know whether or not the City agrees to the two conditions so that they can begin moving forward. Ms. Rustin suggested that in the Memorandum of Understanding (MOU) the City would enter into an agreement by a date certain so that the City Attorney's office would have the agreement where time is of the essence before the City Commission and give the applicant enough time to continue to close on the loan. Ms. Rustin stated the City Commission can give staff direction versus a motion.

Mr. Frankel stated he would like to do whatever gets the City the \$1 million.

Mr. Jacquet expressed concern that the City is strapped for cash and there is not enough affordable housing for residents who cannot afford to live here.

Ms. Rustin stated she can draft those concerns in the Memorandum of Understanding (MOU), which can state that time is of the essence and these are the important things. As a part of the baseline for this Memorandum of Understanding is that staff is going to work really hard and really fast to get to the point where the applicant can move forward and get the City our million dollars.

Mr. Frankel asked if this satisfies both parties. Mr. Beguiristain stated as long as it is approved with the two (2) conditions he discussed earlier and also put in a date certain in it that would be fine.

Vice Mayor Jacquet stated Commissioner Frankel's point is if he approves the two (2) conditions he needs to know when the City is going to get the \$1 million and one (1) year is too long. Mr. Beguiristain stated that the payoff date will be December 15, 2014 that way the City will get the \$1,050,000.00 in this year.

Mr. Frankel gave direction to the City Attorney's office to draft the Memorandum of Understanding (MOU), the payoff date of December 15, 2014 as a contingency, the "soft pay loan", and have minority contractor participation (percentages as discussed by Commissioner Gray).

Mr. Beguiristain stated to approve the terms and basic principles approved tonight and the rest they can work out with staff.

Ms. Rustin suggested that all these conditions be drafted in the Memorandum of Understanding (MOU) *first* so that all the conditions are outlined, and then staff can bring the Memorandum of Understanding (MOU) back to the City Commission at a later date versus the City Commission agreeing to the terms first and then drafting the Memorandum of Understanding (MOU).

Mr. Hinnners stated they would like to have the points approved this evening by the City Commission that the \$1,050,000.00 is acceptable and the "soft second" terms so they can go back to their lenders and get this rolling. Mr. Hinnners stated the soft second would kick in year eight (8) and that is when it would turn into the "soft second" because Auburn would be paying \$1,050,000.00 upfront which is the essentially the first seven (7) years of the current payments (7 years x \$150,000.00) which Auburn is paying upfront at closing. Mr. Hinnners stated they can work out all the legalities later but he does not want to be back here in two (2) years from now talking about the same thing.

The City Manager explained that staff did not have this for two years; Auburn presented the City with something and then backed off. The City Manager stated although there have been offers and counter-offers that is part of negotiating. The City Manager is requesting the Commission to do a process and have it go through the Memorandum of Understanding (MOU) and to have that be a part of the negotiations and opposed to something that is pre-set.

Ms. Rustin stated the worst case scenario is that if City Commission approves this today, and you add conditions providing for City Attorney approval and Finance Director approval and other conditions, if at any point any one of these conditions is not fulfilled, then the entire agreement fails completely. A poorly drafted condition can have that effect, and we don't want that to happen.

Mrs. Gray expressed concern that there is a possibility that the City would not receive any money as of right now (i.e. no affordable housing).

Ms. Rustin asked Mrs. Gray whether this possibility would change in 10 days.

Mrs. Gray stated she would like the City to work things out with the Auburn Group and does not believe this will happen if this goes past tonight because she feels there are things and people who will make sure that affordable housing does not exist in the City of Delray Beach. Mrs. Gray supports the conditions of moving forward collecting \$1,050,000.00 by December 15, 2014, the "soft pay loan", have minority contractor participation and that maintenance issues on the property addressed.

For clarification Mr. Warner asked if the \$1,050,000.00 is a *guaranteed* payment or a *contingent* payment.

Mrs. Gray stated if all the partners are not in place the City has no deal anyway.

Ms. Rustin stated the City Attorney has not seen the agreement so she cannot comment.

Vice Mayor Jacquet stated if the financing is not in place the City of Delray Beach does not have a deal and the City will be back where they are right now out \$4 million still waiting for payment that the City has not received. Mr. Warner stated this discussion is a perfect example of how this has dragged out and all negotiations is now on hold until December 15, 2014. Mr. Warner stated what the Commission is saying is that all other alternatives and negotiations are on hold until December 15, 2014 and he wants to make sure the City Commission understands what they are asking staff to do. Mr. Warner stated the closing is December 15, 2014 but until the closing occurs staff does not know if the agreement that the City Commission is proposing to vote on will come to fruition.

Vice Mayor Jacquet asked what the City will lose if the agreement does not come to fruition. Mr. Warner stated the City will lose 8½ months of opportunity to move forward on all the other issues that are associated with this which might include other refinancing opportunities.

Mrs. Gray moved to approve the \$1,050,000.00 by December 15, 2014 contingent upon the investment partners, a "soft pay loan", meeting the minority and local percentage rate (30% for local and 25% for minority) and subject to the Interim City Attorney's review and approval of the agreement, seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Vice Mayor Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes. Said motion passed with a 3 to 0 vote.

11. FIRST READINGS:

A. None.

12. COMMENTS AND INQUIRIES ON NON-AGENDA ITEMS.

12.A. City Manager

The City Manager stated Robert A. Barcinski, Assistant City Manager, has announced his retirement from the City of Delray Beach effective June 13, 2014.

Secondly, the City Manager stated the City is in its final stages of recruiting for the Planning and Zoning Director; extended the Finance Director position until June 28, 2014 because the position was posted in the GFOA (Government Finance Officers Association) and gave that a little longer time period. The City Manager stated he offered the position of Assistant City Manager to Francine Maglia who had a long career with the Village of Wellington and is working on when she will begin.

12.B. **City Attorney**

Janice Rustin, Assistant City Attorney, thanked Commissioner Gray for her years of service to the City of Delray Beach and for being very supportive of the City Attorney's office.

12.C. **City Commission**

12.C.1. **Mr. Frankel**

Mr. Frankel stated the St. Patrick's Day Parade was great; however, members of the Commission stated on numerous occasions that this would be a family friendly parade. Mr. Frankel expressed concern that in the middle of the parade he saw a truck advertising a gentlemen's club with performers passing out cards and beads and he feels this is not right if it is indicated that it would be a family friendly parade. In addition, Mr. Frankel stated he was told by a local business who wanted to have a Delray Downtowner with their logo ride in the parade that they could but were informed it would cost \$10,000. Mr. Frankel stated this was a little disconcerting for him.

Secondly, Mr. Frankel stated he met today with Marjorie Ferrer and Laura Simon about nighttime City staff especially during events that run at night. Mr. Frankel stated Delray Beach is becoming a big metropolitan city and especially on weekends there are issues with garbage and dumpster problems, etc.

Lastly, Mr. Frankel stated there is a direct conflict with the City Commission Organizational Meeting on March 27, 2014 which begins at 6:00 p.m. and Savor the Avenue which begins at 5:30 p.m. Mr. Frankel stated he purchased a ticket for 32 East that particular night.

12.C.2. **Vice Mayor Jacquet**

Vice Mayor Jacquet applauds Commissioner Gray for her years of public service and the many years of community involvement. He stated they have not always agreed but she never gets disrespectful or attacked him personally. Vice Mayor Jacquet stated Commissioner Gray is a business owner and has lived in Delray Beach almost her entire life and it has been a pleasure and honor serving with her on the Commission and urged her to stay involved.

12.C.5. **Mrs. Gray**

Mrs. Gray gave a few brief departing comments and thanked everyone for supporting her and commended City staff for doing a wonderful job. Mrs. Gray stated the City has received many awards over time which did not just happen within the last year. She stated although sitting on the City Commission has been challenging at times she feels that everyone has done an excellent job in helping to make the city what it is today.

There being no further business, Vice Mayor Jacquet declared the meeting adjourned at 8:46 p.m.

Kimberly Bryan
Acting City Clerk

ATTEST:

[Signature]
VICE MAYOR

The undersigned is the City Clerk of the City of Delray Beach, Florida, and the information provided herein is the Minutes of the Regular City Commission Meeting held on March 18, 2014, which Minutes were formally approved and adopted by the City Commission on May 6, 2014.

Kimberly Bryan
Acting City Clerk

NOTE TO READER:

If the Minutes you have received are not completed as indicated above, this means they are not the official Minutes of the City Commission. They will become the official Minutes only after review and approval which may involve some amendments, additions or deletions as set forth above.

IN THE CITY COMMISSION
CHAMBERS OF THE CITY OF
DELRAY BEACH, FLORIDA

**REQUEST FOR EXTENSION OF FEBRUARY 7, 2012 CITY COMMISSION
CONDITIONAL USE APPROVAL TO ALLOW OUTDOOR DINING AT NIGHT
FOR 27-43 S. SWINTON AVENUE**

**ORDER OF THE CITY COMMISSION
OF THE CITY OF DELRAY BEACH, FLORIDA**

1. This request for extension of the February 7, 2012 City Commission conditional use approval to allow outdoor dining at night in the OSSHAD district at 27-43 S. Swinton Avenue has come before the City Commission on March 18, 2014.

2. The Applicant and City staff presented documentary evidence and testimony to the City Commission pertaining to the request for an extension of the conditional use approval to allow outdoor dining at night for 27-43 S. Swinton Avenue. All of the evidence is a part of the record in this case. Required findings are made in accordance with Subsection I.

I. LDR REQUIREMENTS:

Pursuant to LDR Section 2.4.4(F), Extensions, extensions may be granted to a project approval listed under Sections 2.4.4(F)(1) and (3) pursuant to the following:

(1) General:

- (a) A written request for an extension must have been received by the City at least forty-five (45) days prior to the expiration date;
- (b) The letter must set forth the basis and reason for the extension;
- (c) The extension shall be considered by the same body which granted the original approval;
- (d) The extension, if granted, shall be for eighteen months unless otherwise stated;

The applicant submitted the subject extension request concurrent with the Site Plan Extension request on October 8, 2013. The applicant stated that the reason for the request is *"due to the past economic events plus it was difficult to secure funding for this project at that time. We have a new partner and this is no longer an issue."* The

applicant has requested a twenty-four (24) month extension, which, if approved, would extend the approval to February 7, 2016.

Pursuant to LDR Section 2.4.4(F)(3), Extensions: No Construction, when the project has not commenced construction, or construction has not been deemed substantial, the request for extension shall be considered pursuant to the following:

- (a) The project shall be evaluated pursuant to the land development regulations in effect at the time of consideration of the extension request and shall comply with such current requirements;
- (b) Additional submittal information including a new application and copies of previously submittal material may be required;
- (c) The granting body must make findings pursuant to 2.4.4(B);
- (d) The granting body may impose additional conditions of approval pursuant to 2.4.4(C) to insure compliance with any applicable changes to regulations or changes in circumstances which have occurred since the previous approval.

The project has not yet commenced, and therefore the extension request has been reviewed in accordance with the criteria noted above. Those regulations applicable to the outdoor dining have not been revised since the approval. Any regulations which have been revised since the Site Plan approval were reviewed accordingly with the Site Plan extension request. LDR Section 2.4.4(B) requires that certain findings be made as set forth in Article 3.1 of the LDRs. These required findings with respect to consistency with the Future Land Use Map, Concurrency, Consistency, and Compliance with the LDRs were all applied to the Site Plan Application, and positive findings were made. Those conditions placed upon the original request remain valid and should continue to be applied to the approval as they address concerns regarding parking and hours of operation.

Should the request for extension of the February 7, 2012 conditional use approval be granted for 27-43 S. Swinton Avenue until February 7, 2016 pursuant to LDR Sections 2.4.4(F)(1) and (3)?

Yes 3 No 0

3. The comments and notes set forth in the staff report are hereby incorporated herein.

4. The City Commission has applied the Comprehensive Plan and LDR requirements in existence at the time the conditional use request was submitted.

5. The City Commission finds there is ample and competent substantial evidence to support its findings in the record submitted and adopts the facts contained in the record including but not limited to the staff reports, testimony of experts and other competent witnesses supporting these findings.

6. Based on the entire record before it, the City Commission approves ✓ denies the request for extension of the conditional use request set forth above subject to the conditions set forth in Exhibit A, attached hereto and made a part hereof, and hereby adopts this order this 18th day of March, 2014, by a vote of 3 in favor of approval and 0 opposed.


Alison Jacquet, Vice Mayor

ATTEST:

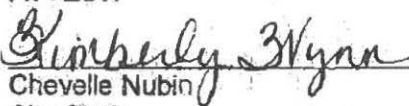
for 
Chevelle Nubin
City Clerk

EXHIBIT A

**REQUEST FOR EXTENSION OF THE FEBRUARY 7, 2012 CITY COMMISSION
CONDITIONAL USE APPROVAL TO ALLOW OUTDOOR DINING AT NIGHT
FOR 27-43 S. SWINTON AVENUE**

1. That the Outdoor Dining seating not be expanded in quantity or floor area from what is indicated on the submitted plan;
2. That a Sidewalk Café permit be obtained which indicates no more than the twelve seating areas and 42 seats indicated on the submitted plans;
3. That the Valet Parking Agreement for be accepted by the City Commission prior to issuance of a Building Permit; and,
4. That a Parking Management Plan be submitted which indicates all travel routes for the valet services to and from the subject location; and,
5. That all outside seating areas subject to this approval shall have hours of operation not exceeding 12am, Sunday through Thursday, and 2am, Friday and Saturday.

PALM BEACH COUNTY COMMISSION ON ETHICS

MEMORANDUM

To: File
From: Gina A. Levesque, Intake Manager
Re: AN 14-014 – Angeleta Gray, City Commissioner – Delray Beach

This matter came to the attention of the Commission on Ethics (COE) via an email. The email was dated March 25, 2014, and originally sent to the State Attorney's Office and ultimately forwarded to the COE on April 11, 2014. The Complainant states that Former City of Delray Beach Commissioner, Angeleta Gray (Respondent), discussed and voted on a matter before the commission on December 10, 2013 regarding International Enterprise Development, Inc. (IED) after specifically stating that she did not have any disclosures or ex-parte communications. The Complainant also states that on March 18, 2014, Respondent disclosed a conflict and stated her intent to refrain from the discussion or vote regarding IED, but did not file a Form 8B, Memorandum of Voting Conflict (8B) for her recusal.

After reviewing the email, I reviewed the "agenda results" for the March 18, 2014 meeting posted on the Delray Beach website by the city clerk's office. The results posted regarding item 9.C. and 9.C.1. notes that Commissioner Gray filed a Conflict of Interest Form and also says POSTPONED. So that I could fully understand what happened at the meeting, I contacted Kim Wynn at the City Clerk's office, who said Commissioner Gray stated she had a conflict, but did not file a 8B form because the discussion and vote did not occur because there were only three (3) commissioners present for that meeting, which would prohibit said discussion and vote because there would be no quorum present without her participation.

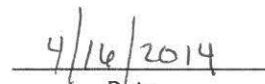
Therefore, since there was no discussion and vote, although Commissioner Gray announced a conflict, she was not required to file an 8B. At that point, I intended to complete a Memorandum of Inquiry to close the file. However, since the email also stated that Commissioner Gray participated in a discussion and voted on a matter concerning IED at the December 10, 2013 meeting, I realized there may have been a violation of the Code of Ethics if Commissioner Gray had a conflict at that time without making a disclosure.

The minutes for the December 10, 2013 meeting reflected that Commissioner Gray made one comment during the specific agenda item regarding IED, which had nothing to do with a conflict or disclosures or ex-parte communications. Since the minutes are a summary of the meeting, I watched the section of the video of the December 10, 2013 meeting concerning agenda item 9.A.A. Agreement for Consulting/Professional Services/International Enterprise Development. At 00:33:20 of the video, a discussion occurred regarding IED, and Commissioner Gray made some general comments about being in favor of the project and specifically mentioned knowing that IED has made several micro loans to small businesses, but never said anything about disclosures or ex-parte communications as stated in the email.

Therefore, I am forwarding the file to Mark Bannon, Senior Investigator, for additional investigation.

Submitted by:


Gina A. Levesque, Intake Manager
PB County Commission on Ethics


Date

Secondly, Ms. Moody commented about people coming to the Commission meetings making everything about black and white. She stated she is giving back to the community by helping to clean up around the city.

6.B.4. Sylvia Gillion, 2146 SW 13th Street, Delray Beach, FL 33445, expressed concern that she does not want the City of Delray Beach or anyone else to get a misunderstanding that Delray Mothers Against Violence has anything to do with the political campaign for Ms. Brinson.

Secondly, Ms. Gillion stated for their event they need speakers with an amplifier and a microphone and asked what is required of them to have this event take place as it did in January 2013. Ms. Gillion stated they would like the walk to start in the back of City Hall to walk the back way through the community. She asked what they need to do in order to get this noise waiver and to get the support from the city regarding this matter.

6.B.5. Mary Alford, 31 N.W. 14th Avenue, Delray Beach, FL 33444, thanked the City Commission for responding to their request for the street fixing at Martin Luther King Street and NW 12th Avenue.

Secondly, Ms. Alford thanked Mayor Glickstein for the prayer this evening.

Mrs. Gray stated staff will get back to Ms. Gillion regarding the noise waiver.

Mr. Jacquet thanked Mrs. Alford for taking the time to speak at the City Commission meeting and thanked staff for responding to her so quickly.

7. AGENDA APPROVAL.

The City Manager requested that **Item 8.O.3 through 8.O.7.** be removed from the Consent Agenda.

Mr. Frankel stated he received an email from the City Clerk at 4:32 p.m. today regarding Mr. Newman's letter about the plat approval for 1001 Hibiscus Lane and noted he did not have the opportunity to go through it. The rest of the Commission stated that they too have not had the opportunity to review.

The City Attorney suggested that the Commission discuss this when they actually get to **Item 9.B. (Final Subdivision Plat Approval and Waiver Request for 1001 Hibiscus Lane Plat)** since it is a Quasi-Judicial Hearing and make their determination at that time.

Mrs. Petrolia requested that **Item 8.J., Agreement for Consulting/Professional Services/International Enterprise Development** be moved from the Consent Agenda to the Regular Agenda as **Item 9.A.A.**

Mrs. Gray moved to approve the Agenda as amended, seconded by Mr. Frankel. Upon roll call the Commission voted as follows: Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes. Said motion passed with a 5 to 0 vote.

8. CONSENT AGENDA: City Manager Recommends Approval.

8.A. RESOLUTION NO. 57-13 (TAX EXEMPTION REQUEST FOR ELIGIBLE IMPROVEMENTS/65 PALM SQUARE): Approve a tax exemption request for eligible improvements to the property located at 65 Palm Square within the Marina Historic District; and approve Resolution No. 57-13.

The caption of Resolution No. 57-13 is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, GRANTING AN AD VALOREM TAX EXEMPTION TO PATTON INVESTMENT, LLC. FOR THE HISTORIC REHABILITATION OF THE PROPERTY LOCATED AT 65 PALM SQUARE, AS FURTHER DESCRIBED HEREIN; DETERMINING THAT THE COMPLETED IMPROVEMENTS ARE CONSISTENT WITH LAND DEVELOPMENT REGULATION (LDR) SECTION 4.5.1(J); PROVIDING AN EFFECTIVE DATE.

(The official copy of Resolution No. 57-13 is on file in the City Clerk's office.)

8.B. FINAL SUBDIVISION PLAT APPROVAL/DELRAY VILLAGE SHOPPES (f/k/a LINTCO DEVELOPMENT): Approve a final plat for a new shopping center development to be platted as Delray Village Shoppes (f/k/a Lintco Development) located on the north side of Linton Boulevard, west of S.W. 4th Avenue.

8.C. REQUEST FOR SIDEWALK EASEMENT AND SIDEWALK DEFERRAL AGREEMENTS/1108 NORTH VISTA DEL MAR DRIVE: Approve acceptance of a sidewalk easement and sidewalk deferral agreement along North Vista Del Mar Drive associated with the additions and alterations to the property located at 1108 North Vista Del Mar Drive.

8.D. RESOLUTION NO. 55-13; ABANDONMENT OF UTILITY EASEMENT/GROVE AT LAKE IDA: Approve Resolution No. 55-13; Grove at Lake Ida - Resolution No. 55-13 – Abandonment of a 16' Utility Easement running north and south from Northwest 12th Street to Grove Way in Delray Beach, Florida.

The caption of Resolution No. 55-13 is as follows:

Supplies/Chemicals).

2. Purchase award to Florida Bullet, Inc. in the amount of \$52,775.60 for ammunition for training and on-duty use for the Police Department. Funding is available from 001-2111-521-52.20 (General Fund: Operating Supplies/General Operating Supplies).
3. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
4. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
5. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
6. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**
7. **THIS ITEM HAS BEEN REMOVED FROM THE AGENDA.**

Mr. Frankel moved to approve the Consent Agenda as amended, seconded by Mrs. Gray. Upon roll call the Commission voted as follows: Mrs. Petrolia – Yes; Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes. Said motion passed with a 5 to 0 vote.

9. REGULAR AGENDA:

9.A.A. AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES/ INTERNATIONAL ENTERPRISE DEVELOPMENT: Approve the Micro Enterprise Technical Assistance Consulting Agreement with International Enterprise Development, Inc. in the amount of \$50,000.00 to establish the Delray Beach Micro Enterprise Program providing for technical assistance and loan funds to eligible business owners. Funding is available from 118-1965-559-49.59 (Neighborhood Services: Other Current Charges/Micro Lending) and 118-1966-559-49.59 (Neighborhood Services: Other Current Charges/Micro Lending).

Lula Butler, Director of Community Improvement, stated this item is a request to approve the Micro Enterprise Technical Assistance Consulting Agreement with International Enterprise Development, Inc. in the amount of \$50,000. At its regular meeting of June 20, 2013, the City Commission agreed to enter into an Interlocal Agreement with the Community Redevelopment Agency (CRA) to establish the Delray Beach Micro Enterprise Program providing for technical assistance and loan funds to eligible business owners. On October 13, 2013, the City issued a Request for Qualifications (RFQ) for the technical assistant component of the program and two firms responded. Staff recommends that the contract be awarded to International Enterprise Development, Inc. (IED).

Vin Nolan, Economic Development Director with the Community Redevelopment Agency (CRA), stated they have been trying to move forward with this and they now have their guidelines in place.

Mrs. Petrolia stated she fully supports this but inquired how the City is going to reach those people that would benefit from this program. Mrs. Butler stated Nigel Roberts, Neighborhood Services Administrator, will be the responsible staff person that will monitor and will make sure that the performance measures are met. She stated the City does a type of outreach with advertising, knock on doors, and send out letters to various organizations to facilitate information through.

Mr. Nolan stated Elizabeth Burrows, Economic Development Manager, conducts grant workshops and so small businesses who participate in that will also get this information.

Mr. Jacquet stated he has had the opportunity of attending those grant programs workshops and they are quite helpful for the small businesses. He stated OPPAGA (Office of Program Policy Analysis and Government Accountability) did a study last year and had three recommendations for Enterprise Zones: (1) to do away with them altogether, (2) to allow them to sunset as per the sunset date, and (3) to change the structure and qualifications of Enterprise Zones. Mr. Jacquet stated on the State level he and Commissioner Gray are both members of the Economic Development Group Management Committee for the Florida League of Cities and one of the major pieces of legislation they are pushing is to propose those changes for Enterprise Zones that would allow the legislature and the current Governor to feel comfortable enough with Enterprise Zones to keep them.

Mr. Jacquet expressed concern over how much work this organization will be able to do if we stop the Enterprise Zones. Mr. Nolan stated it will have no impact on this program; this is a locally sponsored and initiated program that is not constrained by the geography of any particular zone. Mr. Nolan stated there are Target areas that they are focused on both in West Atlantic and Osceola Park. Mr. Nolan stated although there were several inquiries there were only two well qualified organizations that offered because their guidelines were pretty stringent. Mr. Nolan stated this particular provided has an extensive amount of experience both in Florida and internationally. Mr. Jacquet stated it is crucial to have a local organization that is able to get in touch with the community; however, he feels that too many times in the past and now certain communities are being exploited. Mr. Jacquet stated he understands the community that needs it most and does not want to see is the community not really getting what they need.

Mrs. Gray stated as a small business owner she is very excited about this program. Mrs. Butler stated at least 51% of them have to be low income to meet below the poverty level but the businesses have to be located within the CDBG or CRA area. The boundaries for CDBG are Federal Highway, Lake Ida North to Linton Boulevard west of I-95.

Brief discussion between Mr. Nolan and Mrs. Gray followed.

Mr. Frankel moved to approve **Item 9.A.A. (formerly Item 8.J.)**, seconded by Mrs. Petrolia. Upon roll call the Commission voted as follows: Mr. Jacquet – Yes; Mr. Frankel – Yes; Mrs. Gray – Yes; Mayor Glickstein – Yes; Mrs. Petrolia – Yes. Said motion passed with a 5 to 0 vote.

9.A. WAIVER REQUESTS/UPTOWN DELRAY: Consider approval of three (3) waivers to Land Development Regulations (LDR) Sections 4.4.13 (F)(1)(c), "Floor Height", 4.6.18(B)(14)(iv)(2), "Window Area", and 4.6.18 (B)(14)(vi)(4)(b), "Garage Facade", associated with the Class V site plan for the Uptown Delray project located on the north side of S.E. 2nd Street, between S.E. 4th Avenue and S.E. 5th Avenue. *(Quasi-Judicial Hearing)*

Mayor Glickstein read the City of Delray Beach Quasi-Judicial rules into the record for this item and all subsequent Quasi-Judicial items.

Chevelle D. Nubin, City Clerk, swore in those individuals who wished to give testimony on this item.

Mayor Glickstein asked the Commission to disclose their ex parte communications. Mr. Frankel stated he previously met with the attorney and the applicant. Mrs. Gray stated she met with the attorney and the applicant. Mayor Glickstein stated he had no ex parte communications. Mrs. Petrolia stated she spoke to the attorney and the applicant. Mr. Jacquet stated he has the same ex parte communications as the previous time this item was discussed.

Mark McDonnell, Interim Director of Planning and Zoning, entered the Planning and Zoning project file #2013-031 into the record.

Mr. McDonnell stated this is a mixed-use development consisting of residential, retail, and structured parking. He briefly reviewed the aerial displaying the existing property and the three waivers associated with this development. He noted this project was recommended for significant changes throughout the review process. Mr. McDonnell stated SPRAB recommended approval of the three waivers and staff also supports.

Michael Weiner, Weiner, Lynne, Thompson, P.A., 10 S.E. 1st Avenue, Delray Beach, FL 33444, Attorney representing the applicant, stated they are aware of the requirements of LDR Section 2.4.7 and is happy to have had the success with SPRAB, the Planning and Zoning Board, and the City Commission regarding the conditional use.

Mayor Glickstein asked if SPRAB's vote was unanimous. Mr. McDonnell stated SPRAB's vote was unanimous. Mayor Glickstein stated in the future he would like to see the vote included in the Planning and Zoning staff report.

City of Delray Beach

Regular Commission Meeting

AGENDA RESULTS



Tuesday, March 18, 2014

Regular Meeting 6:00 p.m.
Public Hearings 7:00 p.m.
Commission Chambers
Delray Beach City Hall

RULES FOR PUBLIC PARTICIPATION

1. PUBLIC COMMENT: City Commission meetings are business meetings and the right to limit discussion rests with the Commission. **Generally, remarks by an individual will be limited to three minutes or less.** The Mayor, presiding officer or a consensus of the City Commission has discretion to adjust the amount of time allocated.

Public comment shall be allowed as follows:

- A.** Comments and Inquiries on Non-Agenda and Agenda Items (excluding public hearing or quasi-judicial hearing items) from the Public: Any citizen is entitled to be heard concerning any matter within the scope of jurisdiction of the Commission under this section. The Commission may withhold comment or direct the City Manager to take action on requests or comments.
- B.** Public Hearings/Quasi-Judicial Hearings: Any citizen is entitled to speak on items under these sections at the time these items are heard by the Commission.

2. SIGN IN SHEET: Prior to the start of the Commission Meeting, individuals wishing to address the Commission should sign in on the sheet located on the right side of the dais. If you are not able to do so prior to the start of the meeting, you may still address the Commission. The primary purpose of the sign-in sheet is to assist staff with record keeping. Therefore, when you come up to the podium to speak, please complete the sign-in sheet if you have not already done so.

3. ADDRESSING THE COMMISSION: At the appropriate time, please step up to the podium and state your name and address for the record. All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Commission shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Commission is granted by a majority vote of the Commission members present.

APPELLATE PROCEDURES

Please be advised that if a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is based. The City neither provides nor prepares such record.

The City will furnish auxiliary aids and services to afford an individual with a disability an opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Contact the City Manager at 243-7010, 24 hours prior to the event in order for the City to accommodate your request. Adaptive listening devices are available for meetings in the Commission Chambers.

100 NW 1st Avenue • Delray Beach, Florida 33444

Phone: (561) 243-7000 • Fax: (561) 243-3774

www.mydelraybeach.com

1. **ROLL CALL.** (Mayor Glickstein and Commissioner Petrolia were absent)
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG.**
4. **APPROVAL OF MINUTES:**
 - A. None.
5. **PRESENTATIONS:**
 - A. None.
6. **COMMENTS AND INQUIRIES ON AGENDA AND NON-AGENDA ITEMS FROM THE PUBLIC IMMEDIATELY FOLLOWING PRESENTATIONS:**
 - A. City Manager's response to prior public comments and inquiries
 - B. From the Public
7. **AGENDA APPROVAL.** (Vice-Mayor Jacquet noted Item 8.G., Over-Naming of S.E. 2nd Avenue to Toussaint L'Ouverture Way, was added to the Consent Agenda as an addendum; Item 9.C., Rescind the Bid Award: Micro Enterprise Technical Assistance Consulting and Item 9.C.1., Request for Qualifications: Micro Enterprise Technical Assistance Consulting, were postponed to April 1, 2014 Regular Meeting; Item 9.E., Auburn Trace Ltd., Urban Development Action Grant (UDAG) Loan Assignment and Assumption Proposal, was added to the Regular Agenda as an addendum; Item 10.A., Ordinance No. 07-14 (First Reading/First Public Hearing), the applicant requested this item be postponed to April 1, 2014 Regular Meeting. Approved as amended, 3-0).
8. **CONSENT AGENDA:** City Manager Recommends Approval. (Approved as amended, 3-0)
 - A. **AMENDMENT NO. 1 TO AGREEMENT FOR GENERAL CONSULTING SERVICES:** Approve Amendment No. 1 to Agreement for General Consulting Services with Currie Sowards Aguila Architects, David Miller and Associates and Walter Zackria and Associates (RFQ #2012-15) to extend services for one (1) year. This recommendation is in compliance with Ordinance No. 29-13, Section 36.02(C)(3), "Professional Services" and Section 36.07(A)(2), "Termination, Extension and Renewal".
 - B. **REIMBURSEMENT/UNIQUE TRANSPORTATION & TOURS, LLC:** Approve reimbursement to Unique Transportation & Tours, L.L.C. in the amount of \$4,210.82 for additional insurance premiums required for Trolley 9004 for the operation of the Downtown Roundabout trolleys (Bid No. 2013-22).

- G. Purchase Award to Home Depot from multiple categories in multiple small dollar amounts expected to exceed \$25,000. Funding is available from multiple departmental FY 2014 budgets.
- H. **OVER-NAMING OF S.E. 2ND AVENUE TO TOUSSAINT L'OUVERTURE WAY:** Consider approval of the over-naming of S.E. 2nd Avenue to Toussaint L'Ouverture Way. **(ADDENDUM)**

9. **REGULAR AGENDA:**

- A. **CONDITIONAL USE EXTENSION REQUEST/SWINTON SOCIAL:** Consider a conditional use extension request to allow outdoor dining at night within the Old School Square Historic Arts District for Swinton Social located at 27-43 South Swinton Avenue. **(Quasi-Judicial Hearing)** (Motion to adopt Board Order as presented; Approved 3-0)
- B. **CHANGE ORDER NO. 1/ACCURATE EVENT GROUP:** Consider approval of Change Order No. 1 (C.O. No. 1) in the amount of \$3,061.88 to Accurate Event Group for additional security hours that were needed for the Delray Beach Open by the Venetian Las Vegas Tennis Tournament. This change order is requested per the City of Delray Beach Purchasing Ordinance Section 36.06(A)(1), "Competency In Bidding". Funding is available from 001-4210-575-55.40 (General Fund/Recreational Supplies/Tennis Tournament). (Motion to approve; Approved, 3-0)
- C. **RESCIND THE BID AWARD: MICRO ENTERPRISE TECHNICAL ASSISTANCE CONSULTING:** Consider approval to rescind the bid award to International Enterprise Development, Inc. (I.E.D.) which was approved on December 10, 2013 for Micro Enterprise Technical Assistance Consulting (RFQ #11-2013NS) based on the findings of the Bid Protest Committee. This is in compliance with Ordinance No. 29-13, Section 36.04(D), "Protest Committee" and Section 36.07(A)(1), "Termination". (Commissioner Gray filed a Conflict of Interest Form) **(POSTPONED)**
1. **REQUEST FOR QUALIFICATIONS: MICRO ENTERPRISE TECHNICAL ASSISTANCE CONSULTING:** Consider approval to authorize staff to issue a revised Request for Qualifications for the Micro Enterprise Technical Assistance Consulting Neighborhood Stabilization Program expanding the scope of service to include additional technical assistance with the management of the program. (Commissioner Gray filed a Conflict of Interest Form) **(POSTPONED)**
- D. **APPOINTMENT TO THE DELRAY BEACH HOUSING AUTHORITY:** Appoint one (1) regular member to the Delray Beach Housing Authority to serve a four year term ending March 6, 2018. Based upon the rotation system, the recommendation for appointment will be made by Commissioner Frankel (Seat #3). (Appointed Kevin Warner and approved 3-0)

- C. **AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUB-RECIPIENT FUNDING AGREEMENT/FAIR HOUSING CENTER OF THE GREATER PALM BEACHES:** Approve Amendment No. 1 to the Community Development Block Grant (CDBG) Sub-Recipient Funding Agreement with the Fair Housing Center of the Greater Palm Beaches under FY 2013-2014 to reduce the number of seminars provided.
- D. **PROCLAMATIONS:**
1. Earth Day 2014 – April 22, 2014
- E. **REVIEW OF APPEALABLE LAND DEVELOPMENT BOARD ACTIONS:**
Accept the actions and decisions made by the Land Development Boards for the period March 3, 2014 through March 14, 2014.
- F. **AWARD OF BIDS AND CONTRACTS:**
1. Bid award to Matchpoint, Inc. the *lowest* responsive bidder, in the amount of 1,893,187.00 for Phase II of the Meter Replacement and Advanced Metering Infrastructure (AMI) project (P/N 2012-013). The recommendation is in compliance with Ordinance No. 29-13, Section 36.02, "Methods of Acquisition" (A)(1) "Sealed Competitive Method". Funding is available from 442-5178-536-64.46 (Machinery and Equipment).
 2. Bid award to Cigna Healthcare (RFP No. 2014-15) in an amount not to exceed \$878,283.00 for Group Medical Benefit Plans, with a 36-month rate guarantee. The recommendation is in compliance with Ordinance No. 29-13, Section 36.03(A), "Acquisitions from vendors exceeding \$25,000 in any Fiscal Year". Funding is available from 551-1576-591-45.20 (Insurance Fund: Insurance/Claims Handling Costs), 551-1576-594-45.35 (Aggregate Stop Loss Premiums) and 551-1576-591-45.36 (Individual Stop Loss Premiums).
 3. Bid award to Humana for Dental and Vision, Minnesota Life for Life Insurance, AD&D and Supplemental Life Benefits, Cigna for Long Term Disability regarding the Group Ancillary Benefit Plans for RFP No. 2014-16. The recommendation is in compliance with Ordinance No. 29-13, Section 36.03(A), "Acquisitions from vendors exceeding \$25,000 in any Fiscal Year". Funding is available from 551-1576-591-45.43 (Dental Premiums); 551-1576-594-45.49 (Vision Premiums); 551-1576-591-45.44 (Long Term Disability Premiums); 551-1576-591-45.40 (Life and AD&D Premiums) and 551-1576-591-45.37 (Supplemental Life Premiums).
 4. Purchase award to Rechten International, West Palm Beach, Florida in an amount not to exceed \$40,000.00 for parts and outside services. The recommendation is in compliance with Ordinance No. 29-13, Chapter 36, Section 36.02 (C)(6)(a), "Sole Source and City Standard". Funding is available from 501-3311-591-52.52 (Garage Fund: Operating Supplies/City Garage – Outside Service).

- E. **AUBURN TRACE LTD. URBAN DEVELOPMENT ACTION GRANT (UDAG) LOAN ASSIGNMENT AND ASSUMPTION PROPOSAL (ADDENDUM):** Consider approval of a request from Auburn Trace, Ltd. to propose an Assignment and Assumption Agreement of the City's Urban Development Action Grant Loan to an affiliate of Auburn Trace, Ltd. (Auburn). (Motion to approve subject to the following conditions being met: payment in the amount of \$1.5 million dollars must be received by December 15, 2014 with the balance becoming a soft interest loan; review by the Interim City Attorney of the Memorandum of Understanding; a minimum of 30% local and 25% minority of the hired contractors for the project is required; Approved, 3-0)

10. **PUBLIC HEARINGS:**

- A. **ORDINANCE NO. 07-14 (FIRST READING/ FIRST PUBLIC HEARING):** Consider a privately-initiated amendment to the Future Land Use Element of the Comprehensive Plan, modifying the description of the GC (General Commercial) Future Land Use designation, and Policy A-7.2 of the Future Land Use Element, to allow an increase in density to a maximum of 24 units per acre, and establish a maximum Floor Area Ratio (FAR) of 0.75 for lands zoned GC (General Commercial) which are located within the Infill Workforce Housing Overlay District. If passed, a public hearing will occur upon review by the State. *(THE APPLICANT REQUESTED THIS ITEM BE POSTPONED)*
- B. **ORDINANCE NO. 04-14:** Consider a privately-initiated Rezoning from RO (Residential Office) District to RM (Medium Density Residential) District for a parcel of land located on the south side of S.W. 1st Street, between SW 1st Avenue and SW 2nd Avenue within the Coda Development. *(Quasi-Judicial Hearing)* (Motion to defer to the April 1, 2014 Regular Meeting; Approved, 3-0)
- C. **ORDINANCE NO. 06-14:** Consider a privately-initiated amendment to the Land Development Regulations by amending Article 4.7, "Family/Workforce Housing", Section 4.7.1 "Definitions", Subsection (p) "Southwest Neighborhood Overlay District" to expand the area as shown on the map by repealing the existing map and replacing it with a new one; and by amending Section 4.5.9 "The Southwest Neighborhood Overlay District" to correct a scrivener's error. *(Quasi-Judicial Hearing)* (Motion to defer to the April 1, 2014 Regular Meeting; Approved, 3-0)
- D. **RESOLUTION NO. 10-14/CONTRACT FOR SALE AND PURCHASE/100 WEST ATLANTIC AVENUE:** Consider approval of Resolution No. 10-14, a contract for sale and purchase, authorizing the City to transfer property located at 100 West Atlantic Avenue to Palm Beach County for the amount of \$10.00. (Motion to approve; Approved, 3-0)

11. **FIRST READINGS:**

- A. None.

12. COMMENTS AND INQUIRIES ON NON-AGENDA ITEMS.

- A. City Manager
- B. City Attorney
- C. City Commission

POSTED: MARCH 14, 2014

***** *Meeting adjourned at 8:46 p.m.* *****

Select Year: 2013

The 2013 Florida Statutes

[Title X](#)
PUBLIC OFFICERS, EMPLOYEES,
AND RECORDS

[Chapter 112](#)
PUBLIC OFFICERS AND EMPLOYEES:
GENERAL PROVISIONS

[View Entire
Chapter](#)

112.3143 Voting conflicts.—

(1) As used in this section:

(a) “Principal by whom retained” means an individual or entity, other than an agency as defined in s. [112.312\(2\)](#), that for compensation, salary, pay, consideration, or similar thing of value, has permitted or directed another to act for the individual or entity, and includes, but is not limited to, one’s client, employer, or the parent, subsidiary, or sibling organization of one’s client or employer.

(b) “Public officer” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(c) “Relative” means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(d) “Special private gain or loss” means an economic benefit or harm that would inure to the officer, his or her relative, business associate, or principal, unless the measure affects a class that includes the officer, his or her relative, business associate, or principal, in which case, at least the following factors must be considered when determining whether a special private gain or loss exists:

1. The size of the class affected by the vote.
2. The nature of the interests involved.
3. The degree to which the interests of all members of the class are affected by the vote.
4. The degree to which the officer, his or her relative, business associate, or principal receives a greater benefit or harm when compared to other members of the class.

The degree to which there is uncertainty at the time of the vote as to whether there would be any economic benefit or harm to the public officer, his or her relative, business associate, or principal and, if so, the nature or degree of the economic benefit or harm must also be considered.

(2)(a) A state public officer may not vote on any matter that the officer knows would inure to his or her special private gain or loss. Any state public officer who abstains from voting in an official capacity upon any measure that the officer knows would inure to the officer’s special private gain or loss, or who votes in an official capacity on a measure that he or she knows would inure to the special private gain or loss of any principal by whom the officer is retained or to the parent organization or subsidiary of a corporate principal by which the officer is retained other than an agency as defined in s. [112.312\(2\)](#); or which the officer knows would inure to the special private gain or loss of a relative or business associate of the public officer, shall make every reasonable effort to disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for the state public

officer to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

(b) A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection.

(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

(b) However, a commissioner of a community redevelopment agency created or designated pursuant to s. 163.356 or s. 163.357, or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting, when voting in said capacity.

(4) No appointed public officer shall participate in any matter which would inure to the officer's special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.

(a) Such disclosure, indicating the nature of the conflict, shall be made in a written memorandum filed with the person responsible for recording the minutes of the meeting, prior to the meeting in which consideration of the matter will take place, and shall be incorporated into the minutes. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

(b) In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure shall be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict shall then be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and shall be incorporated into the minutes of the meeting at which the oral disclosure was made. Any such memorandum shall become a public record upon filing, shall immediately be provided to the other members of the agency, and shall be read publicly at the next meeting held subsequent to the filing of this written memorandum.

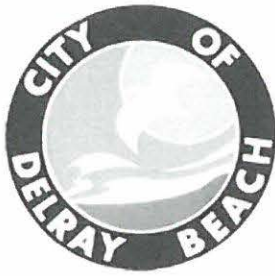
(c) For purposes of this subsection, the term "participate" means any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer's direction.

(5) If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

(6) Whenever a public officer or former public officer is being considered for appointment or reappointment to public office, the appointing body shall consider the number and nature of the memoranda of conflict previously filed under this section by said officer.

History.—s. 6, ch. 75-208; s. 2, ch. 84-318; s. 1, ch. 84-357; s. 2, ch. 86-148; s. 5, ch. 91-85; s. 3, ch. 94-277; s. 1408, ch. 95-147; s. 43, ch. 99-2; s. 6, ch. 2013-36.

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MEMORANDUM

TO: Mayor and City Commissioners

FROM: **Lula Butler, Director, Community Improvement**

THROUGH: Louie Chapman, Jr., City Manager

DATE: **December 4, 2013**

SUBJECT: **AGENDA ITEM 8.J. - REGULAR COMMISSION MEETING OF DECEMBER 10, 2013**
AGREEMENT FOR CONSULTING/ PROFESSIONAL SERVICES/ INTERNATIONAL
ENTERPRISE DEVELOPMENT

ITEM BEFORE COMMISSION

The item before Commission is to approve the Micro Enterprise Technical Assistance Consulting Agreement with International Enterprise Development, Inc. in the amount of fifty-thousand dollars (\$50,000).

BACKGROUND

At the June 30, 2013 regular meeting, the City Commission agreed to enter into an Interlocal Agreement with the Community Redevelopment Agency (CRA) to establish the Delray Beach Micro Enterprise Program providing for technical assistance and loan funds to eligible business owners.

The City issued a Request for Qualifications (RFQ) on October 13, 2013 for the technical assistance component of the program. International Enterprise Development, Inc. (IED) has been selected to provide micro enterprise technical assistance and training to businesses and residents within the Community Development Block Grant (CDBG) and CRA target areas. At least 51% of the jobs created must be made available to or held by low-moderate-moderate income persons. The funding of \$50,000 provided under this Agreement is from the CDBG and CRA.

International Enterprise Development, Inc. will provide the following specified business services and performance measures:

1. Assist micro enterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
2. Conduct community outreach initiatives and provide resource needs assessments within

the Delray Beach CDBG and CRA target areas. Outreach will include, but not limited to, churches, community centers, library, civic and neighborhood associations.

3. Provide small business training seminars aimed at assisting businesses start, growth and opportunity to succeed (at no cost to clients).

4. Provide one-on-one consultations to individual clients to include technical assistance, advice, and business support services to owners of micro enterprises and persons developing micro enterprises (24CFR 570.201(o)(1) located in the City of Delray Beach.

CDBG Program regulations, under Federal Regulations 24 CFR 570.503, require written agreements prior to the disbursement of funds to sub-recipient organizations, specifying the work to be performed and reporting requirements, among other requirements and governing provisions. This agreement has been developed in accordance with the stated regulations and has been reviewed and approved by the City Attorney for legal sufficiency and form.

FUNDING SOURCE

Funding is available from 118-1965-559-49.59 (Community Development Block Grant (CDBG)) for \$25,000 and 118-1930-559-49.59 (Community Redevelopment Agency (CRA)) for \$25,000.

RECOMMENDATION

Staff recommends approval and execution of the Micro Enterprise Technical Assistance Consulting Agreement with International Enterprise Development, Inc. in the amount of fifty-thousand dollars (\$50,000).



MEMORANDUM

TO: Mayor and City Commissioners

FROM: Randal L. Krejcarek, P.E., LEED AP, GISP

THROUGH: Louie Chapman, Jr., City Manager

DATE: November 25, 2013

SUBJECT: **AGENDA ITEM 8.F. - REGULAR COMMISSION MEETING OF DECEMBER 10, 2013**
AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT/ CRA/ CONSTRUCTION
PROFESSIONAL SERVICES FY 2012-2013

ITEM BEFORE COMMISSION

The item before Commission is to approve and execute Amendment No. 3 to the Interlocal Agreement between the City of Delray Beach and the Community Redevelopment Agency (CRA) for funding of Construction/Professional Services for Fiscal Year 2012/2013, to modify Exhibit "A", to reflect the actual amount of funding provided by the CRA for the projects at the end of FY 2012-2013.

BACKGROUND

On November 21, 2013, the CRA Board approved the attached Amendment No. 3 to the Interlocal Agreement in which the CRA provided funding for professional services and construction for various projects contained within the City's 2013-2017 Capital Improvement Program (CIP). Exhibit A of the attached agreement includes projects that were funded in FY 2012-2013.

RECOMMENDATION

Staff recommends approval of Amendment No. 3 to the Interlocal Agreement between the City and the CRA for Funding Construction/Professional Services FY 2012-2013.



MEMORANDUM

TO: Mayor and City Commissioners

FROM: Vincent Nolan, CEcD, Economic Development Director

THROUGH: Louie Chapman, Jr., City Manager

DATE: June 13, 2013

SUBJECT: **AGENDA ITEM 8.K. - REGULAR COMMISSION MEETING OF JUNE 18, 2013**
INTERLOCAL AGREEMENT/ CRA: DELRAY BEACH MICROENTERPRISE PROGRAM

ITEM BEFORE COMMISSION

Approve an Interlocal Agreement with Community Redevelopment Agency to establish the Delray Beach MicroEnterprise Program and to adopt the Program Guidelines for the CRA and City Non-CDBG MicroEnterprise Loan Funds.

BACKGROUND

The City Economic Development office, the CRA and the Neighborhood Services Division of Community Improvement have been collaborating for some time on the development of a MicroEnterprise Program for the benefit of our local small business community. In concert with CRA Board Attorneys and the City Attorney, the Neighborhood Services Administrator and I have crafted the attached Interlocal agreement which outlines the services provided by and funded by both entities.

The intended result of implementing this program is to provide funding and technical assistance training for small businesses in the community that might otherwise have difficulty raising necessary capital for business expansion through traditional lending channels. This will be accomplished through budgeted allocation of \$100,000 of CRA Economic Development Incentive funds. The CRA funds will be complemented by \$125,000 of Community Development Block Grant funds and \$25,000 from the City's general fund. The aggregate amount of \$250,000 will be divided between actual loan funds, technical support services and administrative expenses as follows:

	<u>CDBG</u>	<u>CRA</u>	<u>City</u>
Loan Funds	100,000	50,000	25,000
Technical Assistance	25,000	25,000	
Administration		25,000	

As consistent with HUD's CDBG requirements and established CRA goals, the target areas served include our lower income residents and minority business owners, including the West Atlantic area and Osceola Park. Using this tool, we hope to achieve new job growth in those areas and elsewhere in the City, while improving the business management skills of our local small business community. It may be noted that \$25,000 from the CDBG allocation and \$25,000 from the CRA budgeted amount will be designated for technical assistance services to prospective business participants. Once the Interlocal Agreement is approved by the CRA Board and the City Commission, Staff will participate in the drafting of an RFP for these outside services. The technical assistance provider will ultimately work with prospective borrowers on general start-up workshops, as well as counseling on business management skills such as: business strategic planning, market assessment, financial management, marketing strategy development and linking borrowers to additional resource providers.

The Program Guidelines attached are similar to (but slightly less restrictive than) the guidelines recently adopted by the City Commission at its May 7, 2013 meeting for the CDBG portion of the program. Both outline the creation of a five-member advisory board with three members appointed by the City Commission and two members appointed by the CRA Board. The advisory board will guide staff in specific program development, loan review and future budget preparation. Members of the advisory board will represent banking, legal and accounting professions, in addition to one community representative. Loans made from CRA funds will be submitted to the CRA Board for ultimate approval. Loans made through CDBG or City general funds will be submitted to the City Commission for ultimate approval. With the establishment of a professional advisory board, it is anticipated that the City Commission and CRA Board approvals will be more of a formality.

FUNDING SOURCE

001-1212-559-49.59 (General Fund: \$25,000) and 118-1966-554-83.01 (CDBG: \$125,000).

RECOMMENDATION

Recommend approval of the Interlocal Agreement with the Community Redevelopment Agency for the creation and funding of the Delray Beach MicroEnterprise Program, and adopt the Program Guidelines for the CRA and Non-CDBG MicroLoan Fund.

8:56:58 AM 10/7/2015

Data Contained In Search Results Is Current As Of 10/07/2015 08:56 AM.**Search Results****Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.****For additional information, including any complaints or discipline, click on the name.**

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Real Estate Broker or Sales	GRAY, ANGELETA	Primary	SL3313193 Sales Associate	Current, Active 09/30/2016
Main Address*: 219 SW 9TH STREET DELRAY BEACH, FL 33444				
Cosmetologist	GRAY, ANGELETA E	Primary	CL0173311 Cosmetologist	Current, Active 10/31/2015
Main Address*: 85 SW 5TH AVE DELRAY BEACH, FL 33444				

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Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

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8:57:42 AM 10/7/2015

Data Contained In Search Results Is Current As Of 10/07/2015 08:56 AM.**Search Results**

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Real Estate Broker or Sales	<u>MC CARTHY, ALBERTA</u> <u>PERRY</u>	Primary	BK447392 Broker Sales	Current, Active 09/30/2016

Main Address*: 2845 SW 22 AVE #108 DELRAY BEACH, FL 33445

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License Location Address - This is the address where the place of business is physically located.

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AGREEMENT FOR CONSULTING/PROFESSIONAL SERVICES

This Agreement is made as of the _____ day of _____ 2013 (the "Effective Date"), by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation, (hereinafter referred to as "**CITY**"), and International Enterprise Development, Inc., a not-for-profit Florida Corporation, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0726010.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Agreement is to provide professional/consulting services in the area of microenterprise development meeting the U.S. Department of Housing and Urban Development's definition of microenterprise (24 CFR 570.201(o)(1)) and meeting a national objective in that at least 51% of the jobs created through this Agreement must be held by, or made available to low- and moderate-income persons, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Agreement shall be Nigel Roberts, Neighborhood Services Administrator, (561) 243-7280, or robertspn@mydelraybeach.com.

The CONSULTANT'S representative/liaison during the performance of this Agreement shall be Dr. Lynn Allison, (561) 742-1234, or drlynnas@gmail.com.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on December 15, 2013 and complete all services by December 14, 2014.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Agreement for all services and materials including, if applicable, "out of pocket" expenses shall not exceed a total

Agreement amount of Fifty Thousand Dollars (\$50,000.00). The CONSULTANT shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CITY on a monthly basis, not to exceed Six Thousand Dollars (\$6,000.00). Invoices shall be accompanied by a monthly status report as required by Exhibit "A", and fully executed copies of Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E".

- B. Invoices received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach CITY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- D. The CONSULTANT hereby covenants and agrees to comply with the job creation goals established in Exhibit "A" for the term of the Agreement. If for any reason the CONSULTANT fails to comply with the job creation requirements, the CONSULTANT shall repay the full value of this grant, unless otherwise approved by CITY. The provisions of this clause shall survive the expiration of this Agreement.

ARTICLE 4 – TRUTH IN NEGOTIATION CERTIFICATE

Signature of the Agreement by CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT. It may

also be terminated, in whole or in part, by the CITY, with or without cause, upon thirty (30) days prior written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S representative must be made known to the CITY'S representative and written approval must be granted by the CITY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONSULTANT is encouraged to seek additional small business enterprises for particular in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is

necessary to replace the subcontractor to complete the work in a timely fashion, this CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

The CONSULTANT agrees to abide by all provisions of the CITY's Micro Lending Program and understands that failure to comply with any of the requirements will be considered a breach of Agreement.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the uses.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance any revisions thereto, and will allow the CITY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the CITY Commissioners and CRA Board.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the CITY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Agreement.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by CITY's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Additional Insured** CONSULTANT shall endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "CITY of Delray Beach, a Municipality of the State of Florida, its Officers, Employees and Agents and CRA, a public body corporate and politic, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy. 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 to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others and CITY, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Agreement, CONSULTANT shall deliver to the CITY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

CITY of Delray Beach
C/o Nigel Roberts
Community Improvement Department
Neighborhood Service Division
100 NW 1st Avenue North
Delray Beach, Florida 33444

- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability or Employer's Liability. The CITY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold CITY, 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 and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the CONSULTANT shall assign, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - 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 Palm Beach County. 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.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Agreement.

To the extent allowed by Chapter 119 Florida Statute all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful court order. All data base, reports and other data developed, or purchased, under this Agreement for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the City of Delray Beach, as may be amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that 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 and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT 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 36 months

immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change will affect the CONSULTANT'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate an Agreement Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of CITY.

ARTICLE 26 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to:

Lula Butler, Director
Community Improvement Department
Neighborhood Services Division
100 NW 1st Avenue
Delray Beach, Florida 33444

With copy to:

Brian Shutt, Esquire
CITY Attorney's Office
100 NW 1st Avenue
Delray Beach, Florida 33444

If sent to the CONSULTANT, notices shall be addressed to:

Dr. Lynn Allison
International Enterprise Development, Inc
6260 N. Ocean Blvd.,
Ocean Ridge, Florida 33435

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein including those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29- PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE

The CONSULTANT and its board members shall be prohibited from lobbying as defined under the Palm Beach County Lobbyist Registration Ordinance, Ordinance 2003-018 (effective July 1, 2003) for any project under consideration by the CITY.

ARTICLE 30- FEDERAL REQUIREMENTS

- A. The CONSULTANT shall ensure that all activities funded under this Agreement meets one of the following national objectives; low/moderate limited clientele; low/moderate income jobs, or low/moderate income area benefit.
- B. The CONSULTANT shall ensure that at least 51% of the jobs created must be made available to or held by low-moderate-moderate income persons. The funding provided under this Agreement is from CITY Community Development Block Grant (CDBG) funding. When CDBG funds are used to carry out activities for the purpose of creating jobs, the requirement is met by aggregating the jobs created by all microenterprises for which CDBG assistance is obligated for such activities during the Agreement term (24 CFR 580.483).
- C. Where CDBG funds are used to carry out activities in a census tract and/or block group with poverty rates of at least 20%, it is a presumption that the jobs created qualify as low to moderate income (24 CFR 570.208 (a)(4)(v)(A)).
- D. The CONSULTANT shall complete the environmental review and clearance procedures of which the activity is a part, as set forth in 24 CFR Part 58.
- E. The CONSULTANT shall certify that, at least 51% of all jobs created will be held by low

and moderate income persons, as most recently defined by the U.S. Department of Housing and Urban Development (HUD). Low and moderate income status is based on the person's income and household size at the time of hire and is not affected by subsequent raises or promotions.

- F. The CONSULTANT shall maintain proper documentation to verify compliance with 24 CFR 570.901.
- G. The consultant shall maintain at least fifty-one (51) percent of the jobs created under the terms of this Agreement, must be for residents who reside in Delray Beach.

ARTICLE 31- GENERAL INSPECTPR

- A. Inspector General. CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from CONSULTANT and its subcontractors and lower tier subcontractors. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONSULTANT or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the **CITY** to be a material breach of this Agreement justifying its termination.
- B. CONSULTANT shall comply with all public records laws in accordance with Chapter 119, *Flat. Stat.* in accordance with state law, CONSULTANT agrees to:
 - a) Keep and maintain all records that ordinarily and necessarily would be required by the **CITY**.
 - b) Provide the public with access to public records on the same terms and conditions that the **CITY** would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, *Fla. Stat.* or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost to the **CITY** all records in possession of the CONSULTANT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **CITY** in a format that is compatible with the information technology systems of the City. All records shoal be transferred to the **CITY** prior to final payment being made to the Bidder.
 - e) If CONSULTANT does not comply with this section, the **CITY** shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the CITY has made and executed this Agreement on behalf of the CITY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

CITY OF DELRAY BEACH

City Clerk

By: _____
Mayor

Seal

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

City Attorney

WITNESS:

CONSULTANT:

By: _____
Signature

Name (type or print)

By: _____
Signature

Signature

Typed Name

Name (type or print)

Title

(corp. seal)

EXHIBIT "A"

SCOPE OF SERVICES

Task 1A – Business Services for Microenterprises

The CONSULTANT has been awarded CDBG/CRA funds to assist with Microenterprise technical assistance and training to businesses for eligible residents and businesses in Delray Beach. Services shall be provided at various venues in Delray Beach. At least 51% of the jobs created must be made available to or held by low-moderate-moderate income persons. The funding provided under this Agreement is from CITY Community Development Block Grant (CDBG) and CRA funding. When CDBG funds are used to carry out activities for the purpose of creating jobs, the requirement is met by aggregating the jobs created by all microenterprises for which CDBG assistance is obligated for such activities during the Agreement term (24 CFR 580.483).

International Enterprise Development, Inc., shall provide the specified business services and performance measures below:

1. Assist microenterprises defined as commercial enterprises that have five or fewer employees, one or more of whom owns the enterprise (24 CFR 570.3).
2. Conduct community outreach initiatives and provide resource needs assessments within the Delray Beach CDBG and CRA Target areas. Outreach will include churches, community centers, library, civic and neighborhood associations, etc.
3. Provide small business training seminars aimed at assisting businesses start, grow and succeed. (at no cost to clients)
4. Provide one-on-one consultations to individual clients to include technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises (24CFR 570.201(o)(1) located in the City of Delray Beach.
5. Provide business assistance that results in the businesses assisted creating **a minimum of two (2)** Full Time Equivalent (FTE) jobs where 1 FTE = 2080 hours of employment per year or two or more job positions that together total 2,080 hours per year for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. The CONSULTANT will request that assisted businesses register said jobs with and consider applicants referred by Palm Beach County Workforce Alliance. A sole proprietorship working full time, and partnerships with each partner working full time, may also be considered as FTEs.

6. Each seminar or session will be conducted following notification of the Neighborhood Services Division regarding date, location and the submittal of supporting documentation (i.e. flyers, marketing tools, advertising efforts, etc.).

International Enterprise Development, Inc., shall provide:

- a. Each seminar/session must be adequately marketed to residents of Delray Beach, in an effort to ensure maximum participation and effectiveness (copies to be submitted to NS Division prior to seminar/session).
- b. Provide any additional project information or statistics that may be requested by HUD or the CITY.
- c. Maintain a valid Data Universal Numbering System (DUNS) number and System for Award Management (SAM) registration for the entire period of agreement.

Task 1A – Reporting Deliverables

CONSULTANT shall provide a detailed monthly report to be accompanied by each invoice, which shall include at a minimum the following information:

1. Name of Company
2. Company Address
3. Industry Type (NAICS Code)
4. Census Tract or Block (If poverty rate is 20% or higher)
5. Number of Employees & Initials
6. Job Title
7. Employee Zip Codes
8. Date Hired
9. Salary at Time of Hire
10. Full Time or Part Time
11. Low-Moderate Income Level
12. Present Employee
13. Date Terminated
14. For Jobs Created During Agreement Period: Name of Company, Full Time or Part Time, Employee Initials, Job Title, Employee Address, PCN, Date of Hire, Salary at Time of Hire, Family Household Income, No. of Household, Low-Moderate Income Level, Present Salary, Present Employment and Date of Termination.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE:

TO: Nigel Roberts, NS Administrator
Community Improvement Department
100 NW 1st Avenue
Delray Beach, Florida 33444

FROM: **Consultant's Name.**

SUBJECT: Reimbursement Request No.-
Agreement No.-

=====

Attached, you will find Invoice #____, requesting reimbursement for \$____. _____The expenditures for this invoice covers the period of _____ through _____. You will also find attached, a cumulative monthly report relating to the expenditures being involved.

Approved for Submission: _____

EXHIBIT "C"
Consultant's Name

Job Creation (Oct. 1, 2013 thru Sept. 30, 2014)

Company	FT or PT	Empl Initials	Job Title	Employee Address	PCN	Date of Hire	Salary at Time of Hire	Family Household Income	No. of Hsehold	Low-Mod. Income Level Base	Present Salary	Present Empl	Date Termination
	1												
	2												
	3												
	4												
	5												
	6												
	7												
	8												
	9												
	10												
	11												
	12												
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	15												
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	17												
	18												
	19												
	20												
	21												
	22												
	23												
	24												
	25												
	26												

EXHIBIT "D"

Economic Development Compliance Table

Company Name: _____ Industry Type (NAICS Code) _____

Address: _____ PCN: _____

Please Note the Following: **CENSUS TRACT or BLOCK GROUP:** _____

- A job is considered to be Full Time if it provides 2,080 hours of employment per year (40 hour per week).

Job Title	Employee Initials	Employee Zip Code	Date Hired	Salary at Time of Hire	Specify: Full Time (FT) or Part Time (PT) And number of hours per week	Low-Mod Income Employee (See Attached Chart) (Yes) or (No)	Present Employee (Yes) or (No)	Date Terminated (If Applicable)

I certify this report to be accurate, based upon actual company records, which will be maintained by consultant for monitoring purposes, according to the terms of agreement with CITY.

Printed name _____

Title _____

Employer Signature _____

Date _____

EXHIBIT "E"

**Record of Employee Hiring for
HUD and Economic Development Compliance
Oct. 1, 2013 thru Sept. 30, 2014**

(Business Name)

Employee Name: _____

Employee Home Address and Parcel Control Number: _____

The first two digits of the 17 digit Parcel Control Number (PCN) xx-xx-xx-xx-xx-xx-xxxx help to find out if the location is in or outside the CITY target area. If the first two digits of the PCN is not 12, then the location is outside the CITY Entitlement area. The first two digits of the PCNs for the following cities are:

Delray Beach: 12

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Please circle below income status at time of Hire:

<u>Median Income</u>	<u>Income Limit Category</u>	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
64,600	<u>Extremely Low (0 - 30%)</u>	\$14,450	\$16,500	\$18,550	\$20,600	\$22,250	\$23,900	\$25,550	\$27,200
	<u>Very Low (31 - 50%)</u>	\$24,050	\$27,500	\$30,950	\$34,350	\$37,100	\$39,850	\$42,600	\$45,350
	<u>Low (51 - 80%)</u>	\$38,550	\$44,050	\$49,550	\$55,050	\$59,500	\$63,900	\$68,300	\$72,700

OR

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low and moderate income status at time of hire. Retain copies of that documentation in CONSULTANT files for three (3) years for future CITY or Federal Audits.

Specify documentation:

Signature of Employer and/or Employee _____ Date _____



OFFICE OF THE STATE ATTORNEY

**FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY**

**DAVE ARONBERG
STATE ATTORNEY**



October 19, 2015

Mr. Mark E. Bannon
Senior Investigator
PBC Commission on Ethics
Ph. 561-355-1946

RE: Public Records Request
Our Public Record No.: 15-442

Dear Mr. Bannon:

Enclosed please find 63 pages of information that you requested on October 16, 2015 after reviewing the cases for State of Florida v. Angeleta Gray and Alberta McCarthy, Case numbers 2014MM00581AMB and 2014MM005811BSB. Redactions were not applied to the records provided, pursuant to Fla. Sta. §119.071(2)(h)2.a., which establishes that the records request maybe disclosed agency to agency "in furtherance of its official duties and responsibilities.

Should you have questions regarding this public records request please do not hesitate to contact me by email at bvalbuena@sa15.org or directly at (561)355-7244.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brigitte Valbuena".

Brigitte Valbuena, FRP
Paralegal Specialist I
Legal Affairs Unit and Appeals Unit

LH/bv

Enclosures

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, CRIMINAL DIVISION
IN AND FOR PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA

vs.

CASE NO.: 2014MM005811 ASB

ANGELETA ELTING GRAY,
ALBERTA MCCARTHY,

Defendants.

_____/

SWORN INTERVIEW

of

ANGELETA ELTING GRAY

APPEARANCES:

Detective Zampini
Detective Amero

Tuesday, February 11, 2014

1 BY DETECTIVE ZAMPINI:

2 Q I transcribe, today's date is Tuesday, the
3 11th of February, 2014. We are here on Case
4 2014PI000014. Present is myself, Zampini, Z-A-M-P-I-
5 N-I.

6 DETECTIVE AMERO: Detective Amero, A-
7 M-E-R-O.

8 BY DETECTIVE ZAMPINI:

9 Q And your name, ma'am?

10 A Angelita Gray.

11 Q Could you raise your right hand for me? Do
12 you swear and affirm the information that you are
13 about to provide is the truth, the whole truth and
14 nothing but the truth?

15 A Yes.

16 Q Okay, put your hand down. Could you spell
17 your last name for me?

18 A G-R-A-Y.

19 Q Okay, all right. Do you know a Alberta
20 McCarthy?

21 A Yes.

22 Q Okay. And how do you know her?

23 A She's a former Commissioner. She's a long
24 time friend of mine, some mentor, and just been in my
25 life for about 12 years.

1 Q Okay. And are you on Delray City
2 Commission right now?

3 A Yes.

4 Q Currently hold a seat on the Commission; is
5 that correct?

6 A Yes.

7 Q Okay. Is Ms. McCarthy anyway affiliated
8 with your business Top Notch --

9 A No.

10 Q -- Hair Dimensions?

11 A No.

12 Q You're the sole owner of the business?

13 A Yes.

14 Q Okay. There's no other stockholders or
15 holders of anything within the business?

16 A No. Ms. McCarthy has leased a space and
17 been in business with her realtor's office next door
18 to me.

19 Q Next door?

20 A Couple of weeks ago; right, but I own the
21 business.

22 Q But that would carry a different address,
23 though?

24 A Yes, right next door.

25 Q Okay, all right. I have before me a check

1 that's written on Alberta Perry McCarthy's personal
2 checking account.

3 A Uh-huh.

4 Q It's going to a -- in the memo field it
5 says: Gray Top Notch.

6 A Yeap.

7 Q And it's \$12,001.92; is that correct?

8 A Yes.

9 Q All right, did you ask her to write this
10 check?

11 A We had discussed her helping me pay off the
12 loan; yes.

13 Q Okay. And have you had any discussion of
14 paying the loan back, paying her back?

15 A No, we haven't had any discussions about
16 that. She has --

17 Q Did you consider --

18 A She has, she has helped me with different
19 things and I have helped her personally with
20 different things.

21 Q Would you consider that a gift?

22 A No.

23 Q Okay. But if someone's not -- if someone
24 gives you money and you don't have to pay it back,
25 that would be considered a gift. What would you

1 consider it, let me ask you that?

2 A I would consider it as friends that we've
3 been helping each other out with different things,
4 so, and way before now.

5 Q All right. At the time that she wrote the
6 check, was your bill before Delray City Commission, a
7 bill -- a bid, excuse me, before Delray City
8 Commission?

9 A At the time that she wrote the check, yes.

10 Q And that was with I.E.D.; is that correct?

11 A Yes.

12 Q What does I.E.D. stand for?

13 A I'm not sure about the name of the company.

14 Q Does International Enterprise Development,
15 Incorporated sound familiar?

16 A Yes.

17 Q Okay. Does Ms. McCarthy sit on the Board
18 or is she an employee of that organization?

19 A She's a contractor with them, yes.

20 Q Okay. And I have here before me an I.E.D.
21 printout showing Alberta Perry McCarthy as being an
22 employee of that organization?

23 A Yes.

24 Q Is that correct?

25 A Yes.

1 Q That Ms. McCarthy?

2 A Yes.

3 Q Is that the same person that wrote the
4 check?

5 A Yes, it is.

6 Q And that paid off your loan; correct?

7 A Yes.

8 Q All right, is she also affiliated with your
9 campaign at all?

10 A Yes.

11 Q In what capacity?

12 A She's my ground's roots man -- ground
13 manager, roots manager.

14 Q Okay. Now did -- have you paid her?

15 A Paid her, yes.

16 Q How much have you paid her?

17 A To date, probably about 1500.

18 Q Fifteen-hundred dollars. Did you pay her
19 while the bid was before Commission?

20 A I -- if it was December, January --
21 November, December, January, so probably yes.

22 Q Yeah, the Campaign Treasury Report show the
23 amount of \$500 that you paid her; is that correct?

24 A I'm sorry, shows what?

25 Q The amount of \$500 that you paid her?

1 A To date, I've paid her about 1500.
2 Q About 1500?
3 A Uh-huh.
4 Q All right. Is that your handwriting?
5 A No, that's my accountant's handwriting.
6 Q Your accountant's handwriting?
7 A Uh-huh.
8 Q But that's Alberta McCarthy, is that the
9 same person that who wrote the check for your --
10 A Yes.
11 Q -- Business loan payoff?
12 A Yes.
13 Q In the amount of \$500?
14 A Yes.
15 Q Is that amount anyway associated with the
16 check, the final check that paid off your loan?
17 A No.
18 Q Okay. How did you pay her?
19 A Check.
20 Q Check. What does this anno (sic) mean?
21 A Manager.
22 Q Manager expeditious expenditure type?
23 A I think it's manager, or -- I'm not sure
24 what the "M" is under.
25 DETECTIVE AMERO: Is it type, does

1 that mean in kind expenditure contribution?

2 DETECTIVE ZAMPINI: Expenditure type?

3 DETECTIVE AMERO: Yeah. No,
4 expenditure check.

5 DETECTIVE ZAMPINI: No, that's an
6 expenditure.

7 BY DETECTIVE ZAMPINI:

8 Q I forget what the "M" is, also.

9 A I forgot what the "M" was for.

10 Q Why, why did Ms. McCarthy deliver one of
11 your checks to Business Loans Associates for business
12 loan?

13 A I don't know. I guess -- I mean I wasn't
14 really thinking about it. She's a friend of mine.
15 She does things for me all the time, I mean drop off
16 things, pick up things; I mean outside of the
17 campaign, outside of -- we are very close, our
18 families are very close. So, I wasn't even
19 thinking -- we probably weren't even thinking about
20 it.

21 Q Doesn't look good.

22 A Yeah.

23 Q On its face, it doesn't look good.

24 A Yeah.

25 DETECTIVE ZAMPINI: Okay. Do you have

1 anything?

2 DETECTIVE AMERO: I have nothing to
3 add.

4 THE WITNESS: Uh-huh.

5 DETECTIVE ZAMPINI: Okay. You raise
6 your right hand.

7 THE WITNESS: Yes.

8 DETECTIVE ZAMPINI: Do you swear and
9 affirm the information you just provided is
10 the truth, the whole truth and nothing but
11 the truth?

12 THE WITNESS: I swear.

13 (Interview concluded.)

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C E R T I F I C A T E

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Jeanette Wilson, being a professional transcriptionist, do hereby certify that I was authorized to and did transcribe the foregoing as true and accurate, to the best of my ability, a transcription of the duplicate tape provided by the State Attorney's Office for electronically recorded proceedings which took place on the 4th day of February, 2014 by Angelita Gray.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 31st day of December, 2014.

Jeanette Wilson
Professional Transcriptionist

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, CRIMINAL DIVISION
IN AND FOR PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA

vs.

CASE NO.: 2014MM005811 ASB

ANGELETA ELTING GRAY,
ALBERTA MCCARTHY

Defendants.
_____ /

SWORN INTERVIEW

of

ALBERTA MCCARTHY

APPEARANCES:

Detective Zampini
Detective Amero

Tuesday, February 11, 2014
Ending 11:43 o'clock a.m.

1 BY DETECTIVE ZAMPINI:

2 Q Transcriber, today's date is Tuesday,
3 February 11, 2014, and we are here on Case
4 2014PI000014. Present is myself, Zampini, Z-A-M-P-
5 I-N-I.

6 DETECTIVE AMERO: Detective Amero, A-
7 M-E-R-O.

8 BY DETECTIVE ZAMPINI:

9 Q And your name, ma'am?

10 A My name is Alberta McCarthy, A-L-B-E-R-T-
11 A, M-double C-A-R-T-H-Y.

12 Q Okay. Can you raise your right hand for
13 me?

14 A Yes, I can.

15 Q Do you swear and affirm the information
16 that you are about to provide is the truth, the
17 whole truth and nothing but the truth?

18 A Absolutely.

19 Q Okay. You can put your hand down now.

20 A Okay.

21 Q Do you know a Angeleta Gray?

22 A Yes.

23 Q Okay. Do you know what -- in what
24 capacity do you know her?

25 A She's my friend.

1 Q How long she's been your friend?

2 A I would say since about 2005. Like I knew
3 her before then, you know, she's a hair stylist.

4 Q Right.

5 A And when she was first in the business,
6 she worked at a shop down town. And then she worked
7 in a shop on Atlantic Avenue. So I had known her
8 sporadically during that time, and I was friends
9 with her mother; and that was way back like in
10 1980's.

11 Q All right. What's the name of her shop?

12 A The name of her Curling Shop is Top Notch
13 Beauty Spa and Suites.

14 Q You know where that's located?

15 A Yes, sir.

16 Q Where is it?

17 A It's here in Delray Beach, 85 Southwest
18 5th.

19 Q Have you talked to Ms. Gray?

20 A All the time.

21 Q Recently, today?

22 A I don't think I spoke to her this morning.

23 Q Okay, okay. Where are you employed?

24 A I am a real estate broker.

25 Q Okay. What's the name of your company?

1 A I am with Homes of Distinction Realty.
2 Q And where is that located?
3 A 100 East Linton Boulevard, Delray Beach.
4 Q Okay, 100 East Linton?
5 A (No audible response).
6 Q And what's your phone number, and I
7 already called you I just want to confirm it?
8 A 561-876 --
9 Q 1114?
10 A Yes.
11 Q Okay, all right. And where else do you
12 work?
13 A I work, also, I work for a company,
14 International Enterprise Development.
15 Q Okay. And what's your job title there?
16 A I'm a training director for people who
17 want to go into business or expand their business.
18 Q Okay. Do you work on commission or is it
19 a salary?
20 A It's a salary.
21 Q Okay. And you --
22 BY DETECTIVE AMERO:
23 Q How long have you been doing that?
24 A Let me see, this has been almost three
25 years. I think this is my three-year anniversary.

1 Q Do they have a store front anywhere?

2 A Store front?

3 Q Do they have a brick and mortar store
4 anywhere?

5 DETECTIVE ZAMPINI: Business address.

6 BY DETECTIVE AMERO:

7 Q A business address?

8 A Oh, okay. This company, I.E.D. --

9 Q Right.

10 A -- Is housed in Ocean Ridge, there's a
11 business office there. And the job that I'm
12 currently doing is down in the City of Pompano Beach
13 at the E. Pat Larkin Center, I conduct workshops and
14 training there.

15 Q All right, what's it called?

16 A The initials are I-E-D as in dog.

17 Q Right.

18 A And the name is International Enterprise
19 Development.

20 Q Okay, but what's that, the one you're
21 doing down in Delray or Pompano?

22 A That's, that's --

23 Q Epoc (sic) or something you said?

24 DETECTIVE ZAMPINI: Yeah, that she's
25 using --

1 THE WITNESS: I said the building
2 that I do the training --

3 DETECTIVE ZAMPINI: Right, right.

4 THE WITNESS: Is the E. Pat Larkin.

5 BY DETECTIVE ZAMPINI:

6 Q E. Pat?

7 A E, P-A-T, and the last name is Larkin, L-
8 A-R-K, as in kitten, I-N, as in Nancy.

9 Q E. Pat Larkin, is that correct?

10 A Community Center.

11 Q Okay. Is that right?

12 A Yes. It's a past Commissioner down there
13 in Pompano.

14 DETECTIVE AMERO: Community Center.

15 BY DETECTIVE ZAMPINI:

16 Q Do you know the address of that?

17 A No, but I know that it is on the corner of
18 Martin Luther King Boulevard, and I believe Blanch
19 Ely is the other street name.

20 Q What is it?

21 A Blanch.

22 Q Blanch?

23 A Ely, and I believe they spell it E-L-Y.

24 Q Okay.

25 A So, we have a Business Resource Center

1 down there that is a storefront. The CRA down there
2 owns this program to help the people who live in the
3 northwest community to become business owners or to
4 expand their current business.

5 Q Okay, so that's Pompano CRA hired you guys
6 as a contractor?

7 A That's correct.

8 Q Do you have any idea what the contract was
9 for, how much?

10 A I'm not the principal, so I don't, I don't
11 know that part.

12 Q Did you solicit or go to any of the
13 meetings to get that bid?

14 A It was already in place.

15 Q It was in play already?

16 A Uh-huh.

17 Q Do you know how many years it's been in
18 play?

19 A About, maybe, I want to say maybe eight
20 years. Because previously, it was funded by Hart
21 and then the CRA took it over.

22 Q You've been -- you said you've been doing
23 this for three years?

24 A Just about.

25 Q With I.E.D.?

1 A Uh-huh.

2 Q Is it called for a yearly bid or is it
3 every three years or whatever?

4 A I believe the contract is a -- was for
5 multi-years with an optional of renewal.

6 Q Would it go out for bid then?

7 A Uh-huh.

8 Q Renewal?

9 A It was public, yeah.

10 Q Okay. Who were the competing companies
11 be?

12 A In Pompano?

13 Q Yeah.

14 A I don't know who the competitors were, I
15 wasn't with the company when they got the bid; but
16 I'm certain it's public record whoever they were.

17 Q Okay, all right. Now does I.E.D., do any
18 business up on this side up in Palm Beach County?

19 A Uh-huh.

20 Q With whom?

21 A Anyone who will contract them.

22 Q Okay do they -- do you know of any
23 contracts that are existing?

24 A Not at the moment.

25 Q So, you're not doing any work in Palm

1 Beach County right now?

2 A Not this year.

3 Q Okay. Now you said not yet. Are they in
4 play somewhere else; are they in play right now? Is
5 there contracts --

6 A They went after a bid to do business with
7 the City of Delray Beach. They have done business
8 in Boynton with an organization called The Secret
9 Garden.

10 Q It's called what?

11 A The Secret --

12 DETECTIVE AMERO: The Secret Garden?

13 THE WITNESS: The Secret Garden.

14 BY DETECTIVE ZAMPINI:

15 Q The Secret Garden?

16 A Uh-huh. It's a Community -- what do they
17 call it, Community Kitchen.

18 Q Outreach?

19 A Uh-uh, Community Kitchen, it has its own
20 garden and restaurant.

21 Q On Seacrest, I think?

22 A Uh-huh, right on Seacrest.

23 Q Right. All right for Delray Beach, you
24 said the Golf Grove (phonetic) bid with them; had
25 they won it or not?

1 A They were awarded the bid. And there has
2 been a petition, I don't know the right word for it,
3 someone had an appeal or someone --

4 Q A protest?

5 A A protest.

6 Q Okay. Who did the package, who presented
7 it to Delray?

8 A They did not do presentations, but this
9 one instead of being an RP, which was a Request for
10 Proposal, was an RFQ, Request for Qualifications; so
11 it was a paper submittal.

12 Q Okay. But I.E.D. wanted off the order R-
13 F-Q?

14 A Uh-huh.

15 Q Okay. Do you know what that amount for,
16 the amount for?

17 A I did not do the paperwork; however, the
18 RFQ was for services up to, I believe, \$50,000.

19 Q That's a nice chunk. All right, would
20 that, was that going to be a renewable contract that
21 you know of, kind of like once you get your foot in
22 the door you're good to go?

23 A I don't think that's the case. I believe
24 it was for a one year.

25 Q A one year trial period?

1 A I believe it was for a one year, I'm not
2 positive. And after that one year, if they were
3 going to continue this, it was a part of their
4 economic development effort in the city.

5 Q Again, with the CRA probably?

6 A With the, I think it was a joint endeavor
7 between the city and the CRA.

8 Q Okay. Did you sit in on any meetings with
9 us, with the City or the CRA?

10 A Did I sit in on any meetings?

11 Q Right.

12 A Can you be more specific?

13 Q Did they have any -- in order -- I know
14 when they put out for bid sometimes you have -- or
15 bid for qualifications that they have meetings prior
16 to discuss qualifications and --

17 A I understand what you are saying now.

18 Q -- Or short comings, or --

19 A There was a pre-meeting mandatory, and I
20 did sit in that one.

21 Q Okay. Do you know when that was about?

22 A I believe it was the latter part of last
23 year.

24 Q End of December, November?

25 A November, December, I think. For some

1 reason I remember it being around the holidays.

2 Q Who else from your organization sat in
3 with that meeting?

4 A Doctor Lynn Allyson (phonetic).

5 Q And who is she?

6 A She is the Principal, the President of
7 I.E.D.

8 Q President, okay. And anyone else?

9 A From I.E.D.?

10 Q Correct.

11 A No, just the two of us went to that
12 meeting.

13 Q Okay. Was there anybody else there?

14 A Uh-huh.

15 Q Do you recall who it is -- who it was?

16 A There were -- there was staff from the
17 city. There was staff from the CRA and there was
18 the representatives from the company that also
19 responded to the RFQ.

20 Q What's the name of that company?

21 A Now I don't remember exactly, but some --
22 I want to tell you to the best of my ability.

23 Q Okay.

24 A I believe the company name was C-E-O, or
25 something. -- They have initials, three initials.

1 They were doing business -- and they are a joint
2 company with this business a --

3 Q Business Loan?

4 A Loan company. Uh-huh, they are -- they
5 were doing business -- representative to of each
6 other. They were doing a joint venture of some
7 sort.

8 Q Okay. When you were sitting in at that
9 meeting, what was your job, what was your --

10 A I was the training director for I.E.D.

11 Q Okay. Did you answer any of the
12 questions? Did they have any questions for you or?

13 A At the pre-meeting it was more about them
14 sharing what they expected of the city and the
15 C.R.A. this economic conglomerate. And they wanted
16 to know if we had questions about the paperwork.

17 Q Okay, all right. And as far as you know,
18 it is still under protest; correct?

19 A Yes, as far as I know.

20 Q Okay. One year for \$50,000, all right.
21 That's not -- moving on to Commissioner Gray, she's
22 been your friend for how long, about ten years you
23 said?

24 A At, at least ten years.

25 Q This is a check; is this your handwriting

1 on here?

2 A That's my handwriting.

3 Q Okay. That's just a check, number 162,
4 stating Alberta Perry, Perry McCarthy, has drawn on
5 to payoff or to pay a portion of a loan or FBA.

6 A To make a payment.

7 Q Zero-three-four but -- read that to me
8 right there.

9 A Read it to you?

10 Q Yeah.

11 A Without my glasses?

12 Q You can put your glasses on if you want.

13 A All right, my arms are long enough. It
14 says SBA 04, dash, SBA 0364, dash, the name Gray,
15 dash, company name Top Notch.

16 Q Okay. Is that also who you believe to be
17 Commissioner Gray from the City of Delray Beach?

18 A That is correct.

19 Q Okay. That's the amount of \$1,201.92?

20 A (No audible response).

21 Q Why did you write this check?

22 A Why did I write the check?

23 Q Yes, yes.

24 A I wrote the check to make a payment on
25 this loan.

1 Q Okay. Why?

2 A Why?

3 Q Yes.

4 A I did it to help my friend.

5 Q Okay. Have you helped any other friends
6 in this fashioned before?

7 A Absolutely.

8 Q Paying off their debts?

9 A Not paying it off.

10 Q By paying portions of their debts?

11 A By helping them, absolutely.

12 BY DETECTIVE AMERO:

13 Q How did you know that there was a debt?

14 A How did I know?

15 Q Right.

16 A Well, when Commissioner, well Angie Gray
17 was actually making the decision to turn around and
18 build her first building, her commercial building
19 for her business, as a real estate person, because
20 her mother who was one of my real estate peers by
21 the way, had already passed away, when she had real
22 estate questions, she would ask me because her
23 mother was no longer here to do that for her.

24 So, I was involved during that time with
25 her, answering her questions as far as her business.

1 And the building, I mean she had never built a
2 building before in her life, and so I helped her
3 with the questions.

4 Q How did you know about the SBA loan, did
5 she mention it or did you see it on paperwork?

6 A The SBA loan was part of the way that she
7 actually did financing in order to get this building
8 constructed. She did a SBA loan. She worked with
9 the business loan fund up in West Palm Beach, and
10 while she was going through this, she had a
11 multitude of questions. I've always known about it.

12 Q Sure.

13 A Of course I'm going to help her.

14 Q Why would, why would you offer to pay
15 that, was she behind in her bills? Was she, was she
16 delinquent one, one month or two months?

17 A She was behind. If -- yeah, she was
18 behind.

19 Q Okay, she was behind. Did she come to you
20 and tell you, say hey, listen, I could use your help
21 because I'm behind.

22 A No, she absolutely did not.

23 Q How would you have known that she was
24 behind?

25 A Because I am -- we have talked. We always

1 talk, I mean on a regular basis; this isn't a
2 sometime thing.

3 Q She's your friend, right.

4 A Yes, she is my friend.

5 Q Right. So, you would talk about that?

6 A Yeah.

7 Q And then you felt the need to -- what did
8 you say, I'm going to just -- I am going to write
9 out a check to bring you current?

10 A I told her that I was going to help her.

11 BY DETECTIVE ZAMPINI:

12 Q Okay. Had you written any checks on her
13 behalf in the past to pay against this loan?

14 A Let me see. She's had this loan since,
15 since the building closed. I don't think, I don't
16 think that I have. I'm not positive.

17 BY DETECTIVE AMERO:

18 Q How delinquent was she, was she one month
19 past due, or two months past due, was she nearing
20 foreclosure?

21 A Well, I don't know that foreclosure would
22 be perpetuated like, like this.

23 Q Okay, default. Was she in default, and if
24 she --

25 A She was in default.

1 BY DETECTIVE ZAMPINI:

2 Q Okay. Do you remember how many months
3 approximately?

4 A This is what I do remember: I do remember
5 that she is at the point where it's almost -- she
6 could almost pay this off. And in order to get it
7 paid off, the best -- I know she's almost at the end
8 of the loan. That I remember today. I don't
9 remember the months right now, and I don't have
10 anything to look at to help me with that.

11 Q Okay. Did she sign a promissory note to
12 pay you back when the building was sold or
13 refinanced?

14 A No.

15 Q Did you have any discussion of repaying --
16 her repaying you back?

17 A No.

18 Q Okay, all right. There is another check
19 that you walked into the business loan fund; is that
20 correct, did you walk this in, 497?

21 A Yes, I did.

22 Q And that was on what 12/09/2013?

23 A Probably somewhere around that time.

24 Q Actually, actually the check was written
25 on 12/09.

1 A Okay.

2 Q And clocked in on 12/30.

3 A Okay.

4 Q Why did you walk that one in?

5 A I walked it in because I think that Angie

6 was out of town. And I signed in at the front desk,

7 we have a sign-in sheet.

8 Q Right.

9 A With my own name and Top Notch; not as Top

10 Notch.

11 Q Okay. You're not associated with Top

12 Notch in any way?

13 A (No audible response).

14 Q Part owner?

15 A No, sir. I'm shaking my head and I

16 realize that doesn't record.

17 Q All right. Not a stockholder any

18 particular aspect?

19 A No, I'm not.

20 Q Okay, all right. Has she paid you any

21 money out of her campaign fund?

22 A I am her campaign manager.

23 Q All right, how much does she pay you?

24 A Like \$500 a month.

25 Q She pays you 500 a month, okay. And how

1 many months have you been her campaign manager?

2 A One -- November, December, January; so, I
3 would say this is February -- I would say three
4 months.

5 Q Three months, okay. Did she pay you in
6 cash or check?

7 A Check.

8 Q Okay. I have to ask this question.

9 A Okay.

10 Q Did I.E.D. reimburse you for that \$1200?

11 A Excuse me.

12 Q I just got to ask you the question.

13 A No.

14 Q All right.

15 A The money that I used, because I told you
16 I work for I.E.D., and I told you that also I am a
17 real estate broker sales person, so I turn around
18 and I make commissions by that profession as well,
19 and I.E.D. does not know anything about this. I
20 understand you have to ask, but they know absolutely
21 nothing about this.

22 DETECTIVE ZAMPINI: Okay. You have
23 anything?

24 BY DETECTIVE AMERO:

25 Q Just on the conversations. You're saying

1 that she was applying for a loan to refinance or
2 something when you noticed that she was in default?

3 A That is correct.

4 Q When you saw that she was in default, what
5 was your conversation with her?

6 A Well I, of course, asked her, you know,
7 why are you behind? And I know that the economy has
8 had a serious shift and then the profession appeared
9 sliding. That's one of the first things that people
10 usually turn around and let go because it's a want
11 more than a need in these times. And she shared
12 that with me and told me. She says I've been doing
13 the best that I can, and she said, but we just have
14 not had an abundance of clientele. And so I left it
15 at that at that time.

16 Q And at what point did you turn around and
17 say hey, I'm going to give you this money to pay off
18 your or to help you pay your loan? How much time
19 elapsed between the time you sat down and the time
20 you actually give her the money?

21 A I would say it happened -- the
22 conversation took place, maybe, the first quarter of
23 2013, and I was not in the position to help anyone
24 at that time because just prior to that, a couple of
25 years prior to that, one of my daughters relocated

1 here back home from Hong Kong. And so I had to help
2 her for a year. And it, it -- so, but -- and just
3 like one of my kids, and so I, then I turned around
4 and was in the position that I could, I did. I just
5 told her and she --

6 Q When would that have been, how long after
7 that initial conversation?

8 A Well --

9 Q -- Six months, three months?

10 A It would have had to have been maybe -- I
11 don't know. I know that it was the earlier part of
12 2013 that I became apprised. We talked about
13 different ways and avenues, how could she re-budget,
14 how could she restructure, what could she do. And
15 that's the best I can answer.

16 Q And when you gave her the check, what was
17 the conversation? Did you just slide a check across
18 the table and say --

19 A I never gave her the check, I mailed that
20 in myself from --

21 Q You mailed it in yourself?

22 A -- In my mailbox.

23 Q And you had all the account numbers and
24 the mortgage number or whatever?

25 A I have the account numbers. I have her

1 portfolio number to her building. I am in real-
2 estate. I know where she lives. I know all her
3 children, the grandchildren.

4 Q What did she say when she -- how did she
5 find out, she had to find out somehow: Holy scrap,
6 I'm, I'm up to date?

7 A When, when she found out she cried. She,
8 she didn't know what to say.

9 Q Did she say how do I repay you?

10 A No. She is not going to repay me. This
11 was something I did of free will.

12 Q Okay. You mentioned before you have done
13 it for others.

14 A Yeah.

15 Q Do you ever expect a repayment when you do
16 something like this for others?

17 A I know this is very, very serious, and I
18 would like -- I need to share with you, I used to
19 like, before my kids, and they taught me better, but
20 my philosophy is, it's been times in my life where
21 people have just turned around and done an act of
22 kindness to me. They did not expect anything in
23 return. And I take that and I played it forward and
24 I -- that's my answer to you.

25 Q Okay. Play it forward, it's a great

1 movie.

2 A But it is also the truth.

3 BY DETECTIVE ZAMPINI:

4 Q All right. Were you going to be the
5 training coordinator for Delray if they get the
6 contract?

7 A If I.E.D. gets that job, then I will be
8 the training director here.

9 Q Training director, okay. At the time that
10 you paid the loan, portion of the loan but you
11 didn't pay it off, you paid a portion; correct?

12 A Yeah.

13 Q Did you know what the payoff amount was?

14 A Yes.

15 Q Why didn't, if, if you were going to be
16 gracious enough to pay that \$1200 off and you only
17 had another \$700 to go, my question: Why didn't you
18 pay the whole thing off?

19 A At that time, I had another friend who was
20 going through a terrible situation. I only have the
21 wherewithal to do so much. And that's what I turned
22 around and had to help somebody else as well, and
23 that's what I chose to do.

24 Q At the time that you wrote the check, you
25 were aware that this was the company, I.E.D., was

1 bidding for the contract; is that correct?

2 A Yeah.

3 Q Okay. Do you, do you, do you get yearly
4 bonuses from I.E.D.?

5 A No, I was salaried.

6 Q Well, sometimes you get yearly bonuses,
7 too.

8 A Not, not this company.

9 Q Okay. All right, the location of this,
10 Manalapan or Ocean Ridge, is that the director's
11 house?

12 A Yes. They have a, they have the main
13 house and they have a guesthouse, and upstairs in
14 the guesthouse is the I.E.D. office.

15 Q Okay.

16 DETECTIVE ZAMPINI: Anything else?

17 BY DETECTIVE AMERO:

18 Q Did you ever feel that money might have
19 been a conflict to be in the position you're in, and
20 to have her in the position she was in, to be paying
21 money to payoff somebody's mortgage?

22 A I never had the thought. In fact, until
23 you started asking the questions the way that you
24 did here, that's when all of a sudden I said: Oh, I
25 see what's going on here. And I say that to you

1 because having been an elected official at one time
2 myself, you know, you have these positions and then
3 you have a personal life, as well.

4 So no, I did not connect the dots. I did
5 not have that thought. I have someone who was in --
6 as a Director for I.E.D. that is my profession,
7 that's what I do. And if I.E.D. wins that, it'll be
8 because of the work that we have already done.
9 It'll be because we are qualified, and that's what
10 we do. It has absolutely nothing to do with
11 anything else.

12 Q But this loan was paid off in advance of
13 the vote; correct?

14 A I'm not sure.

15 Q The money that you paid?

16 A I understand your question.

17 Q Right.

18 A I'm not sure because I was not thinking
19 about that.

20 Q Okay, we will double check the dates to
21 make sure on that.

22 A Okay.

23 Q We'll check the date of the vote and the
24 date of the check. But you think that might have
25 influenced her in any shape or form to --

1 A Influence her in what sense, she had
2 nothing to do with the decision of this. The RFQ
3 goes to the staff of the Del -- of Delray Beach and
4 to the staff of the CRA.

5 Q Sure. But as a Commissioner with Delray
6 Beach that holds a lot of power in any community.

7 A Help me understand that.

8 Q As an elected official --

9 A Yeah.

10 Q -- In any community, you have a power
11 that's given to you by the people, and there are
12 people that may benefit from decisions that are made
13 up here on the podium or behind the Dias.

14 A And I understand what you are saying.
15 This is the part that I don't understand: This was
16 not an RFQ that went, and was presented to the
17 Commission, at all.

18 BY DETECTIVE ZAMPINI:

19 Q The Commission voted on it on 12/10 in
20 favor of hiring I.E.D.

21 A I thought the decision was made by the
22 staff. I understand what you're saying. Okay, the
23 vote for I.E.D. came from the staff. It did not --
24 the Commission ratified it.

25 BY DETECTIVE AMERO:

1 Q Exactly. The commission is the only one
2 that can ratify it. A staff can make
3 recommendations, that's it.

4 A Got you. Okay.

5 Q So, you didn't feel like there's any
6 impropriety, at all, in paying somebody's mortgage,
7 and then having them vote on something that you are
8 directly involved in. And, in fact, I.E.D.'s bid
9 came in higher, I believe, 52,000 versus 50,000. I
10 know that's not a lot of money, but they came in
11 higher which would be in elimination.

12 A I am not aware of that. And in answer to
13 your question, no, I was helping my friend. I did
14 not, I did not even think that.

15 Q You can understand why there's concern?

16 A I absolutely understand what you are
17 saying.

18 Q That why we are here.

19 A Oh, yeah, now I understand.

20 Q I can also tell you that anything that we
21 have discussed here has to remain between us. And
22 any calls, phone calls or conversations that you
23 have with anybody in relationship to this, if it --
24 if found out would put you in a (inaudible)
25 situation; do you understand that? It's an on going

1 active investigation.

2 BY DETECTIVE ZAMPINI:

3 Q We don't want you to talk to Ms. Gray
4 about it.

5 A Okay.

6 Q You can talk to an attorney about it of
7 course, that's your Right; but we don't want you
8 running off to anybody else; okay?

9 A Thank you for sharing that. I did call my
10 son, though, so that somebody would know where I was
11 going.

12 DETECTIVE AMERO: That's always a
13 good idea.

14 BY DETECTIVE ZAMPINI:

15 Q Smart. If you have any questions, you
16 have my card.

17 A Okay.

18 Q If you can think of anything else down the
19 road, please give us a call. We're not going to
20 think about it as why didn't she tell us about that
21 before because we're going to think about it as
22 thank goodness she remembered something else and she
23 wants to share that with us. We are not going to
24 fault you for calling us. We'd rather have you call
25 us than not call us, we find out about it later down

1 the road.

2 A But can you give me some idea of what else
3 I should be trying to remember? I --

4 BY DETECTIVE AMERO:

5 Q We will be -- we'll be able to pull up
6 most of the dates, we're looking up the date of the
7 check and the date of the votes; we'll be able to.

8 Anything that you can remember in relation
9 to this, any conversation you may have had is
10 something that you may sleep on and recall, but
11 other than that, really, there's nothing else.

12 A Okay.

13 BY DETECTIVE ZAMPINI:

14 Q Do you have anything you wish to add to
15 this statement before I shut off and close?

16 A Hindsight is very powerful. I, I'm going
17 to end the same way I started. I was just helping
18 my friend because she was having --

19 BY DETECTIVE AMERO:

20 Q You -- everything you told us today is the
21 truth, nothing but the truth, and you're giving this
22 statement of your own free will; nobody's enticed
23 you to give a statement?

24 A No one has enticed me to give this
25 statement.

1 Q Or promised you anything?

2 A No one has promised.

3 BY DETECTIVE ZAMPINI:

4 Q We did force you here; right?

5 A Well, no you didn't force me.

6 DEPUTY AMERO: Thank you.

7 DETECTIVE ZAMPINI: Transcriber, this
8 ends the interview at 11:43 hours, Tuesday
9 the 11th of February, 2014.

10 (Interview concluded.)

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PALM BEACH COUNTY COMMISSION ON ETHICS
PROBABLE CAUSE RECOMMENDATION

To: Commission on Ethics
From: Christie E. Kelley, Advocate
Re: C15-011 – Angeleta Gray, Former City Commissioner, City of Delray Beach

All background information and facts from the Memorandum of Inquiry, Legal Sufficiency Determination, Memorandum of Investigation, and supporting documents are adopted by reference into this Probable Cause Recommendation.

- **Recommendation**

A finding of **NO PROBABLE CAUSE** should be entered in the above captioned matter as to the alleged violation of Sec. 2-444(a)(1) and a finding of **PROBABLE CAUSE** should be entered as to the alleged violation of Sec. 2-444(f)(1).

Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Commission on Ethics (COE) to conclude that the Respondent, Angeleta Gray, violated the Palm Beach County Code of Ethics.

- **Jurisdiction**

The COE has jurisdiction pursuant to Chapter 2, Article V, Division 8, section 2-258(a) of the Palm Beach County Commission on Ethics Ordinance which states in pertinent part:

Article V, Division 8, Section 2-258. *Powers and duties.* (a) The commission on ethics shall be authorized to exercise such powers and shall be required to perform such duties as are hereinafter provided. The commission on ethics shall be empowered to review, interpret, render advisory opinions, and enforce the:

- (1) Countywide Code of Ethics;
- (2) County Post-Employment Ordinance, and
- (3) County Lobbyist Registration Ordinance.

Sec. 2-444. Gift law.

- (a) (1) No county commissioner, member of a local governing body, mayor or chief executive when not a member of the governing body, or employee, or any other person or business entity on his or her behalf, shall knowingly solicit or accept directly or indirectly, any gift with a value of greater than one hundred dollars (\$100) in the aggregate for the calendar year from any person or business entity that the recipient knows, or should know with the exercise of reasonable care, is a vendor, lobbyist or any principal or employer of a lobbyist who lobbies, sells or leases to the county or municipality as applicable.
- (f) Gift reports. Any official or employee who receives a gift in excess of one hundred dollars (\$100) shall report that gift in accordance with this section.
 - (1) *Gift reports for officials and employees identified by state law as reporting individuals.* Those persons required to report gifts pursuant to state law shall report those gifts in the manner provided by Florida Statutes, §112.3148, as may be amended. A copy of each report shall be filed with the county commission on ethics.

- **Analysis**

The investigation revealed that there is sufficient evidence to prove that respondent violated §2-444(f)(1) but insufficient evidence to prove Respondent violated §2-444(a)(1) of the Palm Beach County Code of Ethics (Code of Ethics).

To prove that Respondent violated §2-444(f)(1), *Gift reports for officials and employees identified by state law as reporting individuals*, the evidence must show that Respondent failed to file a copy of her required State of Florida Quarterly Gift Disclosure Form with the Palm Beach County Commission on Ethics.

As a state reporting individual, Respondent's reporting requirements are governed by state law, which requires the quarterly filing of a State of Florida Quarterly Gift Disclosure Form (Form 9) for gifts over \$100. State law defines a gift as anything that is accepted by an elected official or that is paid or given to another on behalf of the official, directly or indirectly, for which equal or greater consideration was not given by the official within 90 days after receipt. The Code of Ethics defines a gift as the transfer of anything of economic value without lawful and adequate consideration.

Based on the sworn statements and the trial testimony of Respondent and Alberta McCarthy, the payment of \$1,201.92 on Respondent's business loan by Alberta McCarthy in November 2013 was not money Respondent intended to repay, was obligated to repay, or expected to repay. Therefore, the payment on the business loan meets both state law's and the Code's definition of a gift. Under state law, she was required to report the payment of \$1,201.92 as a gift. Since this gift was received in November 2013, the reporting period would have been January-March 2014, and Respondent's gift report was required to be filed by March 31, 2014.

The evidence shows that Respondent failed to file a gift disclosure of the payment on her business loan as required. The Florida Commission on Ethics has no record of a Form 9 ever being filed by Respondent for this specific gift. By failing to file a State of Florida Quarterly Gift Disclosure Form (Form 9) with the state and then failing to file a copy of the form with the COE, there is probable cause to believe that Respondent violated §2-444(f)(1) of the Palm Beach County Code of Ethics.

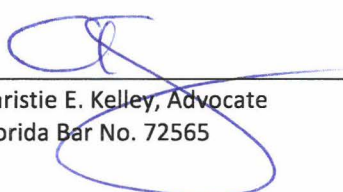
Next, to prove that Respondent violated §2-444(a)(1), *Gift law*, the evidence must show that Respondent accepted a gift valued at more than \$100 annually, from any "vendor" of the City of Delray Beach (City). The evidence must also show that Alberta McCarthy was an employee of International Enterprise Development, Inc. (IED), a City vendor. The Code of Ethics' definition of a vendor includes an owner, director, manager, or employee of any entity who is a bidder or proposer for a City contract.

The investigation revealed that Dr. Lynn Allison, President of IED, testified in court that Alberta McCarthy was not an IED employee; instead, she was an "independent contractor" employed by IED through an independent contractor agreement. As an independent contractor, Alberta McCarthy does not meet the Code's definition of an employee. Since Alberta McCarthy was not an employee of a City of Delray Beach vendor (IED), the payment made by Alberta McCarthy toward Respondent's business loan was not a prohibited gift under the Code of Ethics. Therefore, the investigation revealed that there is no probable cause to believe that Respondent violated §2-444(a)(1).

- **Conclusion**

Based on the facts and circumstances, there is **NO PROBABLE CAUSE** to believe that Respondent violated §2-444(a)(1) of the Palm Beach County Code of Ethics. However, there is **PROBABLE CAUSE** to believe that Respondent, Angeleta Gray, violated §2-444(f)(1) of the Palm Beach County Code of Ethics.

By:


Christie E. Kelley, Advocate
Florida Bar No. 72565

1-5-16
Date