

Special Called City Council Meeting Regular Meeting Agenda

July 25, 2023 5:30 PM 6738 Dixon Street Milton, FL 32570

- 1. Open Meeting
- 2. Attorney Communications

Attorney Communications

- 3. Public Input
- 4. Adjourn

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the City at least 48 hours before the meeting by contacting City Hall, 6738 Dixon Street, Milton, or by calling 983-5410.

"If any person decides to appeal any decision made by the board, agency, or commission, with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." FS 286.0105



Attorney Communications

MEETING DATE

July 25, 2023

PREPARED BY

Clerk's Office Dawn Molinero, City Clerk



Thu, Jul 13 at 2:34 PM

All I've done re: Collins is research and fact finding. I don't know what is going on, but I haven't done anything in contravention of the Council's direction. The only person to see any draft proposal is Councilman Cusack. He's received the one email with questions i sent to Mr. Collins, and also received Mr. Collins' answers to those questions.

Please give me a call when you get a chance. I interpret your email and desire to clarify to be very

iMessage

Cash

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Please give me a call when you get a chance. I interpret your email and desire to clarify to be very helpful, I just don't want you thinking I've done anything that could be perceived as improper.

Saturday 6:33 PM

Did Scott Collins email you today? Pam Mitchell has been telling people he withdrew his application?

iMessage

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Apparently something in connection with the contact negotiation has gone very wrong. Perhaps you should call Scott.

Cash



Apparently something in connection with the contact negotiation has gone very wrong. Perhaps you should call Scott.

Did you receive an email?

If so, please forward to me.

Every preference he told me is reflected in it.

Somebody must be talking to him other than me

I don't know

Done

I'll send you the proposal.

0.

8:30 🛱		. 11 🗢 🖽
<81	AA	
me	Alex	

I don't know

I'll send you the proposal. This is so bizarre

I just sent you the entirety of our email traffic. Whatever printed his decision, it was not the contract.

Prompted*

Thanks. I've asked him to call me to give me some clarity.

As I said in my email to you, Cusack said he wanted me to offer \$128,000 with a \$5,000 moving stipend.



8:30 🛱		.ul 🗢 🖽
<81	AA	
	Alex	

As I said in my email to you, Cusack said he wanted me to offer \$128,000 with a \$5,000 moving stipend.

Since Scott didn't want a stipend, I made the proposed salary \$130,000

Today 5:42 AM

Mayor, I just heard something very disturbing on 92.3. Andrew McKay spoke with Scott Collins yesterday. He just reported that Mike Cusack told Collins to expect an offer of \$135 when they spoke last

iMessage

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Andrew McKay spoke with Scott Collins yesterday. He just reported that Mike Cusack told Collins to expect an offer of \$135 when they spoke last Wednesday. Did you know this?

If true, I'd like to know why Mr. Cusack never even told me they'd talked at all. Why didn't he tell me Mr. Collins was concerned about anything...

And why did Mr. Cusack tell me to offer him \$128 the next day?

Should we have a special meeting?

8:32 🛱		.al 🗢 🚮
<81	AA	
	Alex	

I have no idea since I don't violate sunshine. I also haven't read all the emails. If we had a special meeting wouldn't that be the very autopsy you and I were trying to avoid last night? It seems to me you and Councilman Cusack should have a meeting to discuss this. At attorney report you can address it of course.

Delivered

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Councilman Cusack said he did not negotiate last night. Mr. Collins says he made an offer before he and I ever spoke.

I don't know who is lying, but I do know that you

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<81	AA	
	Alex	

I don't know who is lying, but I do know that you called a special meeting accusing me of misbehavior for far less. I just didn't know what standards you applied for calling special meetings. Wanted to confirm. Thank you for explaining special meetings are only called to abuse staff you don't like or point fingers at political opponents.

I believe moving forward would be a public apology to me for jumping to conclusions, and instructing council and staff that you won't agenda items like Ms. Farrow's in the future

8:33 🛱		. il 🗢 🖽
<81	AA	
	Alex	
agenda It	tems like Ms.	
Farrow's	in the future	

Today 1:42 PM

From Dawn's timeline, it's apparent you knew Cusack was talking directly with Scott.

Why did you not share this with Council?

I deserve an in-depth explanation or an apology for the rampant abuse you engaged in of a city staff member

And to email me at 11:45 PM with MORE false accusations? Really? Save your empty advice and look in the mirror.



Today 7:47 PM



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<78	AA	
	Alex	

apology and a retraction

If you actually want to show integrity and move forward

Consider it my advice for you to grow. No one else can give you this advice... you've really disappointed me this week

Today 9:53 AM

Mayor, you have not answered a single call of mine in over a week. If you cannot improve your communication skills, the city will continue to experience the toxic distrust that you seem to want to amplify.





Mayor, you have not answered a single call of mine in over a week. If you cannot improve your communication skills, the city will continue to experience the toxic distrust that you seem to want to amplify.

> We will talk at the meeting on Tuesday

> > Delivered

U

What's the purpose of the meeting? I never asked for one

If the title states I asked for this meeting, I will consider it defamatory. Your abuse of staff is getting out of hand.

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iMessage

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tCash



What's the purpose of the meeting? I never asked for one

If the title states I asked for this meeting, I will consider it defamatory. Your abuse of staff is getting out of hand.



Heather Lindsay

From: Sent: To: Cc: Subject: Alex Andrade <aandrade@mhw-law.com> Friday, July 21, 2023 8:43 AM Randy Jorgenson Dawn Molinero RE: Recommendations

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,

Please see the below communication I received from Mayor Lindsay at 11:45 PM last night.

This is abusive and defamatory behavior, and it is unacceptable in a professional work environment. As Mr. Collins' texts with me and his quoted comments in the PNJ confirm, I did nothing wrong or inappropriate.

I serve at the pleasure of the Council. If the Council cannot protect staff from abusive behavior like this from disgruntled council members, I do not believe the City can function properly.

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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From: Heather Lindsay <hlindsay@miltonfl.org> Sent: Thursday, July 20, 2023 11:45 PM To: Alex Andrade <aandrade@mhw-law.com> Subject: Recommendations

Dear Alex,

Notwithstanding the information you shared today, what Scott told me on Monday left no room for doubt: your communication was a motivating factor in his email on Saturday. I cannot understand what he texted you, but putting that aside, there are choices you made that made this situation worse than it had to be. No one else is in a position to help you grow from this; I offer this email for that purpose and no other.

You have spent considerable time and energy accusing council of violating a policy that does not apply, which further stoked mistrust among the Council, and characterizing the public as being at fault. Your communication with me last weekend was entirely focused on those two points. When I suggested you call Scott, you did not acknowledge the suggestion and focused on your defense. There is no other way to interpret your communication with me last weekend.

Had you texted me or emailed me that you would make an effort to salvage the situation with Scott, I would have had a different outlook on Sunday, but it must not have occurred to you to do what I suggested: give Scott Collins a call to figure out if it was salvageable. I told you I left a message to get some clarity, and you did not advise me against that or offer to reach out yourself. The only reaching out you did was on Monday when you sent him a polite message that did not invite further discussion about contract terms. How else can I interpret this series of events except that you gave up on executing on the will of the Council?

You also have not justified your choice to interview Scott all over again during the phone call you had. That you were asking him to explain himself was out of your scope of authority to negotiate a contract. Then you claim in your text message that you have been nothing but nice to him? Is it nice to text him a copy of a flyer with "really?" as if he is responsible for it? Is that how a lawyer communicates with a person after one phone conversation? Your focus on yourself has interfered with your service.

Good government depends on honesty and integrity of city officials. No one should be treating the public as the enemy. Last weekend, instead of reflecting on Scott's email and contacting him to reopen a conversation, you focused on Pam Mitchell and accusing others of violating a policy that does not apply. If you are willing to reflect to discern your part in the communication breakdown and how you have been interpreted, I believe you will be a better communicator in the future.

Thank you for reading this email. I do not require a response. Your work is directed by the council majority, and you don't owe me an explanation.

Sincerely, Heather

From: Alex Andrade <<u>aandrade@mhw-law.com</u>> Sent: Monday, July 17, 2023 10:42 AM To: Randy Jorgenson <<u>rjorgenson@miltonfl.org</u>>; Dawn Molinero <<u>dmolinero@miltonfl.org</u>> Subject: RE: Special Called Meeting for Tuesday July 18

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,

Attached for your review is also my email correspondence with Councilwoman Farrow on Thursday. I was concerned about direct Council involvement and communication with Mr. Collins after these emails as well. The City Code directs staff to negotiate and contract on behalf of the City. An individual Councilmember's direct contact with a potential employee or vendor during any negotiations, without explicit permission from Council, is warned against for these very reasons.

If any representative of the City contact Mr. Collins after Tuesday night, I was not made aware of it, and I would describe it as interference in the process, and a violation of the Council's direction on Tuesday night.

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From: Alex Andrade Sent: Monday, July 17, 2023 9:57 AM To: Randy Jorgenson <<u>rjorgenson@miltonfl.org</u>>; <u>dmolinero@miltonfl.org</u> Subject: Special Called Meeting for Tuesday July 18

Good morning,

I was just contacted by a reporter from the PNJ regarding a special called meeting to occur tomorrow night.

The subject of the meeting is titled "Whether City Attorney Communications Caused Withdrawal of Application of Scott Collins"

I was not informed this meeting would be taking place, and it was a surprise to be informed by a reporter of it being scheduled.

Attached is a timeline of all my communications with Mr. Collins. Also attached are the proposal that was sent to him on Friday morning. I am sharing the contract I used as a template for your reference as well.

I suppose I will be seeing you all tomorrow evening.

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Heather Lindsay

From: Sent: To: Heather Lindsay **RE:** Recommendations Subject:

Alex Andrade <aandrade@mhw-law.com> Friday, July 21, 2023 12:06 PM

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Heather,

I did call Scott on Saturday. I called him on Monday. I called him on Tuesday.

What I now know is that Councilman Cusack made him believe he shouldn't be speaking with me. When did Scott tell you he had spoken with Councilman Cusack? Why on earth have you never shared that information with anyone?

You owe me a public apology for flying off the handle and baselessly accusing me, a staff person, for the intentional acts of elected officials. Your erratic behavior is jeopardizing so many good things the City can achieve.

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Heather Lindsay

From:	Alex Andrade <aandrade@mhw-law.com></aandrade@mhw-law.com>
Sent:	Friday, July 21, 2023 12:44 PM
То:	Heather Lindsay
Cc:	Randy Jorgenson; Dawn Molinero
Subject:	RE: risk management concern
Attachments:	2019-10-08 MSM Termination Letter.pdf; 2018-03-20 Mem of Agmt btwn COM and
	MSM.pdf; 2019-07-17 Final MSM Letter.pdf

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What exactly are you saying? I don't understand how you believe the City is directly responsible for this. My understanding is that MSM is a private entity.

The contract you drafted in 2018 did not address public records. That was apparently what caused the confusion about public records in 2019.

Attached are my termination letter and notice letter from 2019.

Can you elaborate?

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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From: Heather Lindsay <hlindsay@miltonfl.org>
Sent: Friday, July 21, 2023 12:26 PM
To: Randy Jorgenson <rjorgenson@miltonfl.org>; Alex Andrade <aandrade@mhw-law.com>
Cc: Dawn Molinero <dmolinero@miltonfl.org>
Subject: risk management concern

Good afternoon. I know we have a lot going on with communication breakdowns and damaged or destroyed relationships, but to focus on the people's work, I am asking you both to assist with some action to address

what Dawn said last night about being unable to respond completely to a public records request. The rationale from staff is that we don't have the records to provide, Main Street has them. The records retention law requires these records to still be available. State law requires the records to be kept and we should have protection in a contract that requires Main Street to make them available so they can be produced. I learned last night that my memory of our conversation a few years ago, Randy, was incorrect, as I had thought you had advised Ed to maintain copies of the records from Main Street operations. I thought I remembered that Ms. Sharp accused Ed of stealing her files, and I thought that Ed had them to copy them and return them. Now, it seems to be the case that Ed did not get copies, and Main Street does not have them.

I am concerned about how this reflects on the City of Milton's compliance, and based on my role under the Charter to ensure the laws are followed, I am doing my duty by asking you to get engaged in evaluating this. If you have already done what you can, that needs to be shared so that we know what staff has done to mitigate the risk of a lawsuit. For example, what efforts have been made to gather documents from Main Street that are responsive, and what communications in writing establish those efforts have been unsuccessful, and what in our agreement with Main Street will require Main Street to hold the city harmless and indemnify us if there is a lawsuit.

Not long ago, JJ Talbott sued Pensacola concerning public records not being produced. Based on my experience, I believe my concerns are legitimate and should be evaluated.

Thank you for your attention to this matter.

Sincerely, Heather

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MEMORANDUM OF AGREEMENT BETWEEN

CITY OF MILTON, FLORIDA AND

MAIN STREET MILTON, INC.

This Memorandum of Agreement is made and entered into this <u>Jot</u> day of <u>Maxch</u>, 2018, by and between City of Milton, a political subdivision of the State of Florida, acting through its City Council, with an administrative address of 6738 Dixon Street, Milton, Florida 32570, the Community Redevelopment Agency, a Florida Dependent special district, hereinafter referred to as "CRA" with an administrative Address of 6738 Dixon Street, Milton, Florida 32570 and Main Street Milton, Inc., a Florida Not for Profit Corporation, whose address is P.O. Box 821, Milton, Florida 32572, hereinafter referred to as "Main Street Milton".

WITNESSETH:

ē.

WHEREAS, the City of Milton and Main Street Milton share a common vision and mission to promote, preserve and enhance the City of Milton Downtown Historic District; and

WHEREAS, the City of Milton and Main Street Milton wish to work together in addressing the marketing/promotion and economic development needs of the Milton Historic Downtown area and in communicating with the public and local businesses, and

WHEREAS, the City of Milton and Main Street Milton wish to ensure the Main Street Milton Program meets the requirements of the State and National Main Street guidelines, and

WHEREAS, Main Street Milton has additional resources available through the National Trust for Historic Preservation and the Florida Main Street Program to assist in the redevelopment and promotion of the City's Downtown Historic District, and

WHEREAS, the City desires to support Main Street Milton by providing up to two employees positions in 2018, the Executive Director and Event Coordinator who shall be City Employees, and R 150, 6° + 5-16 K

WHEREAS, this Agreement shall not impact the Main Street Milton Board composition or decision making ability as established through its Article of Incorporation.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of the Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of the Agreement. This Agreement establishes a cooperative relationship between the City of Milton and Main Street Milton, Inc. for the re-development, promotion and marketing of the City of Milton Downtown Historic District and the established Main Street Milton Program Area.

Section 3. Responsibilities of the Parties. The parties hereto agree that the City of Milton will:

 Provide funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street Milton in 2018 for the purpose of paying for administrative/operational expenses, maintaining a website, providing event sponsorship, maintaining insurance, required memberships for the National and Florida Main Street Programs, and recruiting and retaining businesses which will benefit the CRA and the City of Milton.

2. Provide non-cash support as an entry of the Main Street Milton to meet the objectives of the Main Street Four Point Approach.

 Provide up to two Employees to Main Street Milton. One Employee will act as the "Executive Director" and the other shall act as the "Events Coordinator", hereinafter collectively referred to as Employees.

- a. The Employees' work shall be directed by the Main Street Executive Board. Employees will continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission in addition to working in furtherance of CRA goals.
- b. The amount of work performed shall be evaluated on an annual basis
- depending on goals established by Main Street and the City of Milton and planned projects.
- c. Main Street Executive Board shall have hiring authority over Employees consistent with City policies and procedures, using the City's recruitment process.
- d. Hiring of Employees shall be subject to City Manager approval and successful completion of background checks and drug screenings.
- e. City Manager shall have authority to terminate Employees for violation of
- City policies and procedures or dereliction of duty with subsequent notice

to the Main Street Executive Board.

4. City of Milton City Council shall ensure positive collaboration and communication in the support and promotion of the Main Street Milton Program by the City Manager and therefore City Staff.

And that the CRA will:

directed by the lity

1. Provide funding to Main Street Milton annually as resources allow for various projects within the Community Re-development Area.

And that Main Street Milton will:

- 1. Submit an annual budget request to the City of Milton by June 1 of each year that funding will be required.
- Maintain up to date information for use by prospective new businesses on downtown demographics, traffic counts, populations, and vacant properties for lease or sale.
- 3. Provide quarterly reports to the CRA, through the City Manager, as to events, promotions and successful business recruitments.
- 4. Market current downtown businesses, promote downtown events, implement

beautification programs and utilize the Main Street Four Point Approach.

- 5. Offer Façade Improvement Grants to assist businesses and property owners with purchasing signage and/or improving the exterior appearance of their businesses/building and thus increasing business.
- 6. Work with City Staff, the City Council/CRA, Santa Rosa County, the Tourism Development Council, Visit Florida and the Chamber of Commerce to recruit new business and support tourism in Milton, Florida.
- 7. Executive Director will work with the "Events Coordinator" and City staff to eventually assume the coordination and execution of events in the Downtown Area.

 $\int Sunshint$, Scrue as their custalian Should other circumstances arise indicating a modification to this agreement is appropriate, upon written request by either party, both parties will meet and in good faith negotiate changes to the agreement as circumstances may dictate.

Section 4. Time. This agreement shall take effect upon signature of both parties and shall remain in effect until the end of the current Fiscal Year unless terminated as provided in this

Agreement. This Agreement shall automatically renew annually at the beginning of each Fiscal Year so long as funds are budgeted for the purpose stated herein.

Section 5. Property Ownership. Any materials, equipment or items purchased or acquired by Main Street Milton, Inc. with funding provided by the City of Milton belongs to Main Street Milton, Inc. which shall be solely responsible for all liabilities arising from the use of such terms or otherwise relating to such items.

Section 6. Termination of Agreement.

- 1. Either party may terminate this Agreement at any time with thirty days written notice of termination to the other party.
- If any subsequent year funding allocation for Main Street Milton are not made during the City/CRA budgetary process, this Agreement shall automatically terminate at the end of the budgeted Fiscal Year.

Section 7. Miscellaneous Provisions.

Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully lable for the acts and omissions of its respective employees and agents in the performance of the Agreement to the extent permitted by law.

<u>Assignment.</u> The Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other Party.

<u>Headings.</u> Headings and subtitles used throughout this Agreement are for the purpose and convenience only and no heading or subtitle shall modify or be used to interpret the text of any section.

<u>Survival.</u> All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Interpretation.

a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

City Funds can't cover other contract liabilities

ett:

b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

<u>Severability.</u> The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

<u>Further Documents.</u> The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

<u>Notices.</u> All notices required to be given under this Agreement shall be in writing and shall be sent by first class United States mail, unless some other form of notice is established by the City-Manager, to the parties as follows:

City of Milton Brian Watkins City Manager P.O. Box 909 Milton, Florida 32570

Main Street Milton, Inc. Sharon Henderson Vice president P.O. Box 821 Milton, Florida 32572

<u>Prior Agreements Superseded.</u> This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Governing Law. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Santa Rosa County, Florida and therefore, each party to this Agreement hereby waives the right to any change of venue.

No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

CITY OF MILTON, a political subdivision of the State of Florida acting through its duly authorized Agent

By: <u>Clasky M-</u> Date: <u>J-20-18</u>

ATTEST: DeWitt Nobles City Clerk Jewitt Marken

Council: 3-13-18

Clerk

(Seal)

Community Redevelopment Agency

Autor - 11.-

Date: 3-20-18

Witness: Wewitt Mobles

QН

Main Street Milton

By: Ahar Dundason SHARON HENDERSON MAIN STREET MILTON INC.V.P

Date: March 16, 2018_____ Witness: Pamelo K Hadidon

Dewitt nobel



MOORE, HILL & WESTMORELAND, P.A.

LARRY HILL * CHARLES F. BEALL, JR. *‡+ GEORGE R. MEAD, II MARGARET T. STOPP DOUGLAS S. WOODWARD + DANIEL M. EWERT R. ALEX ANDRADE+ Haley J. Mull+

* Board Certified Civil Trial Lawyer ‡ Board Certified Appellate Lawyer

+ Also Admitted in Alabama

City of Milton 6738 Dixon Street Milton, FL 32572

Re: Main Street Milton

Mr. Jorgenson,

Maritime Place | Suite 100 350 West Cedar Street

Post Office Box 13290 Pensacola, Florida 32591-3290

Pensacola, Florida 32502

Telephone (850) 434-3541 Telefax (850) 435-7899

July 17, 2019

J. LOFTON WESTMORELAND (1946 - 2004)

Internet http://www.mhw-law.com

Writer's Email Address: aandrade@mhw-law.com

In preparation for the July 22 meeting regarding Main Street Milton ("MSM"), I have been asked to provide an opinion regarding the Memorandum of Agreement ("MOA") between the City and MSM. This meeting was precipitated by an incident that occurred at a MSM board meeting, incidents on social media, and concerns about public records requests, all of which the City Council deemed important enough to necessitate calling a special meeting.

1. Imogene Contract. In July, the City Council became aware of an attempt to sign an agreement between MSM and the Santa Rosa Historical Society ("SRHS") related to the operation and management of the Imogene Theatre. It appears the proposed Imogene Management Agreement could run afoul of the MOA in that it authorizes purchases by MSM of items outside of the parameters set out in the MOA, and could incur financial liabilities on the part of MSM for which the City has neither contemplated or authorized use of its funds. To begin, MSM has 7 duties enumerated in the MOA:

- 1. Submit an annual budget request to the City of Milton by June 1 of each year that funding will be required.
- 2. Maintain up to date information for use by prospective new businesses on downtown demographics, traffic counts, populations, and vacant properties for lease or sale.
- 3. Provide quarterly reports to the CRA, through the City Manager, as to events, promotions and successful business recruitments.
- 4. Market current downtown businesses, promote downtown events, implement beautification programs and utilize the Main Street Four Point Approach.
- 5. Offer Façade Improvement Grants to assist businesses and property owners with purchasing signage and/or improving the exterior appearance of their businesses/building and thus increasing business.
- 6. Work with City Staff, the City Council/CRA, Santa Rosa County, the Tourism Development Council, Visit Florida and the Chamber of Commerce to recruit new business and support tourism in Milton, Florida.
- Executive Director will work with the "Events Coordinator" and City staff to eventually assume the coordination and execution of events in the Downtown Area.

In addition to MSM's seven duties, the MOA clarifies that ownership of any materials, equipment, or items purchased by MSM, even if such property were acquired with funds from the City, would rest with MSM, as would liability.

Section 5. Property Ownership. Any materials, equipment or items purchased or acquired by Main Street Milton, Inc. with funding provided by the City of Milton belongs to Main Street Milton, Inc. which shall be solely responsible for all liabilities arising from the use of such terms or otherwise relating to such items.

This provision regarding property ownership, while enabling the use of City funds to purchase such items, is tempered by the City's first responsibility in the MOA:

Section 3. Responsibilities of the Parties. The parties hereto agree that the City of Milton will:

 Provide funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street Milton in 2018 for the purpose of paying for administrative/operational expenses, maintaining a website, providing event sponsorship, maintaining insurance, required memberships for the National and Florida Main Street Programs, and recruiting and retaining businesses which will benefit the CRA and the City of Milton.

Unlike the MOA, the agreement between the SRHS and MSM contemplates the purchase, operation and maintenance of items outside the scope of the acceptable, permissible use of City funds. *See* excerpt from Section 2 of the proposed Agreement.

8.	Book Local. Regional and National Acts Schedule and coordinate Live Theatre Performances Provide Ticket Sales Provide Lighting. Sound and Technological Services Provide House Management (Front & Back) Provide Private Rentals and Special Event Management Provide Catering Services Manage Sales - Concessions, Alcohol Sales, Merchandise Provide Financial Management Provide Administration/General Management Oversee Facility Maintenance and Repair Develop and manage Marketing/Advertising/Social Media/PR
b.	Select and employ all personnel necessary to service the Theatre.
c.	Select and employ all third party service providers to provide any/all of the services contemplated above.
d.	Supervise and control the purchase of all materials and supplies: and acquire, lease, dispose of and repair equipment and supplies necessary to provide safe and adequate operation of the Theatre.
e.	Manage all costs and all pricing on a customer-by-customer basis, estimate all costs on new contracts, bid on and enter into new contracts, and control all costs for contracts in progress.

Because the vast majority of funds possessed by MSM are in fact City funds, the City has a good faith basis to believe that use of its funds could be comingled with the funds necessary to operate the Imogene Theatre.

2. Public Records. In late June, the City requested the assistance of its attorney to facilitate the fulfillment of a public records request related to MSM. After clarifying the parameters with the requester, an attorney for the City contacted Cassandra Sharp, requesting a time to review documents in her possession.

The attorney for the City requested dates and times from Cassandra Sharp on:

July 3 1. 2. Julv 3 3. July 4 4. July 5 5. July 8 July 9 6. 7. July 9 July 9 8. 9. July 11

Finally, the attorney received a date and time of July 16 at 2 PM. At 11:45 on July 16, counsel was informed of Ms. Sharp's sudden unavailability to review her records at the agreed upon time, forcing counsel to ask for a 10^{th} time for a date and time to review her records.

Given the inability to provide a date and time to review public records and the general irregularities in timely compliance with sunshine requests and maintenance of records, the City has a good faith basis to believe that MSM, an agency of the City's CRA, is not using best practices to comply with Florida's Sunshine Law.

3. Ownership and Membership. The bylaws of MSM dictate that the board is made up of members and non-members, but that the board of directors is selected by the membership body of MSM. Since its renewal and partnership with the City, MSM has failed to add any members beyond its board chairperson, Cassandra Sharp. The control of the board by such a small number of people is cause for concern, and exposes MSM's board to the potential of undue influence.

It should be noted, emphatically, that the control of the board by SPECIFIC people is not necessarily cause for concern, but that control, in any circumstance, of a board, by a membership that is smaller than the board itself, can pose scenarios of imbalanced control.

Of equal concern, the failure to increase its membership, beyond one current member and four lifetime members, casts doubt on MSM's ability to reflect wide community support, a tenant of the organization. The CRA contains 66 businesses, 8 churches and 1 school within its
boundaries; it is difficult to believe that a membership of five people is sufficient to reflect the interests of these businesses and organizations.

Recommendation

Given the fact that MSM has acted in a way that would undermine the faith placed in MSM by the City, MSM's inability to comply with best sunshine practices, and the failure of MSM to grow beyond its five person membership, the City has a good faith basis to believe MSM will not fully comply with the intent of the MOA. It is the recommendation of counsel that the City strongly considers withholding additional funds to MSM in the next budget cycle or gives 30 days' notice to MSM of the City's intent to terminate the MOA.

Yours most cordially,

MOORE, HILL & WESTMORELAND, P.A.

R. ALEXANDER ANDRADE

RAA/hbm Enclosures

Moore, Hill & Westmoreland, P.A.

ATTORNEYS AT LAW

LARRY HILL * CHARLES F. BEALL, JR. *‡+ GEORGE R. MEAD, II MARGARET T. STOPP DOUGLAS S. WOODWARD + DANIEL M. EWERT R. ALEX ANDRADE + TIFFANY T. WOODWARD 94 HALEY J. MULL+

* Board Certified Civil Trial Lawyer

Board Certified Appellate Lawyer
 Also Admitted in Alahama

Also Admitted in Alabama M Certified Family Mediator

> Main Street Milton, Inc. Sharon Henderson Vice president P.O. Box 821 Milton, Florida 32572

Maritime Place | Suite 100 350 West Cedar Street Pensacola, Florida 32502

Post Office Box 13290 Pensacola, Florida 32591-3290

Telephone (850) 434-3541 Telefax (850) 435-7899

October 8, 2019

H. EDWARD MOORE, JR. RETIRED

J, LOFTON WESTMORELAND (1946 - 2004)

Internet http://www.mhw-law.com

Writer's Email Address: aandrade@mhw-law.com

Re: Main Street Milton Notice of Termination of Memorandum of Agreement

To whom it may concern,

Pursuant to Section 6 of the Memorandum of Agreement ("MOA"), entered into on March 20, 2018 between Main Street Milton ("MSM"), the City of Milton and the Community Redevelopment Agency, please allow this letter to serve as the City of Milton's notice of termination of the MOA.

The City wishes to assert its right to terminate the MOA with thirty days' written notice. Because written notice is not required if the City Manager establishes an alternative form of written notice (Section 7, NOTICES), the City's position is that the date of termination will be 30 days from the date this letter is received by digital delivery to the Chairman of MSM's board, Cassandra Sharp, and mailed by first class mail to Sharon Henderson.

This letter shall be sent via email on October 8th and mailed, first class, on October 8th as well. If you have any questions or concerns, please contact the City's Manager, Randy Jorgenson.

Sincerely,

Alex Andrade Attorney for the City of Milton

cc Cassandra Sharp Randy Jorgenson

From:	Alex Andrade <aandrade@mhw-law.com></aandrade@mhw-law.com>	
Sent:	Friday, July 21, 2023 12:48 PM	
То:	Heather Lindsay; Randy Jorgenson	
Cc:	Dawn Molinero	
Subject:	RE: risk management concern PRIVILEGED AND CONFIDENTIAL	

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor,

Please cite the specific statute that would make these emails privileged. Non-compliance due to ignorance of sunshine law is no excuse. I do not believe that we are in any type of pre-litigation window that would make these emails exempt from the Sunshine law.

In the future, please specifically cite the specific exemption to the sunshine law that would exempt your communications when instructing staff not to comply with the law. Otherwise, this could appear to others as a bad faith attempt to pressure employees to subvert Florida law.

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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From: Heather Lindsay <hlindsay@miltonfl.org>
Sent: Friday, July 21, 2023 12:38 PM
To: Randy Jorgenson <rjorgenson@miltonfl.org>; Alex Andrade <aandrade@mhw-law.com>
Cc: Dawn Molinero <dmolinero@miltonfl.org>
Subject: Re: risk management concern PRIVILEGED AND CONFIDENTIAL

Dear Dawn,

Please do not produce this email or the one below that was sent at 12:25 unless Alex authorizes production. Considering how many PRR have been occurring, I thought I would follow up to say I wrote the email below to seek advice from the City Attorney. Treating the communication as confidential and exempt is what I would hope is considered appropriate.

Sincerely, Heather

From: Heather Lindsay Sent: Friday, July 21, 2023 12:25 PM To: Randy Jorgenson <<u>rjorgenson@miltonfl.org</u>>; Alex Andrade <<u>aandrade@mhw-law.com</u>> Cc: Dawn Molinero <<u>dmolinero@miltonfl.org</u>> Subject: risk management concern

Good afternoon. I know we have a lot going on with communication breakdowns and damaged or destroyed relationships, but to focus on the people's work, I am asking you both to assist with some action to address what Dawn said last night about being unable to respond completely to a public records request. The rationale from staff is that we don't have the records to provide, Main Street has them. The records retention law requires these records to still be available. State law requires the records to be kept and we should have protection in a contract that requires Main Street to make them available so they can be produced. I learned last night that my memory of our conversation a few years ago, Randy, was incorrect, as I had thought you had advised Ed to maintain copies of the records from Main Street operations. I thought I remembered that Ms. Sharp accused Ed of stealing her files, and I thought that Ed had them to copy them and return them. Now, it seems to be the case that Ed did not get copies, and Main Street does not have them.

I am concerned about how this reflects on the City of Milton's compliance, and based on my role under the Charter to ensure the laws are followed, I am doing my duty by asking you to get engaged in evaluating this. If you have already done what you can, that needs to be shared so that we know what staff has done to mitigate the risk of a lawsuit. For example, what efforts have been made to gather documents from Main Street that are responsive, and what communications in writing establish those efforts have been unsuccessful, and what in our agreement with Main Street will require Main Street to hold the city harmless and indemnify us if there is a lawsuit.

Not long ago, JJ Talbott sued Pensacola concerning public records not being produced. Based on my experience, I believe my concerns are legitimate and should be evaluated.

Thank you for your attention to this matter.

Sincerely, Heather

From: Sent: To: Cc: Subject: Dawn Molinero Saturday, July 22, 2023 10:47 AM Heather Lindsay Randy Jorgenson; Alex Andrade RE: Recommendations

Good Morning Mayor,

This item has been added.



Dawn M. Molinero City Clerk City of Milton dmolinero@miltonfl.org www.miltonfl.org 850-983-5402

From: Heather Lindsay <hlindsay@miltonfl.org>
Sent: Saturday, July 22, 2023 7:21 AM
To: Dawn Molinero <dmolinero@miltonfl.org>
Cc: Randy Jorgenson <rjorgenson@miltonfl.org>; Alex Andrade <aandrade@mhw-law.com>
Subject: Fw: Recommendations

Good morning, ma'am. Would you please add this item to the agenda for Executive?

Thanks, Heather

From: Alex Andrade <<u>aandrade@mhw-law.com</u>> Sent: Friday, July 21, 2023 11:27 AM To: Randy Jorgenson <<u>rjorgenson@miltonfl.org</u>> Cc: Dawn Molinero <<u>dmolinero@miltonfl.org</u>> Subject: Recommendations

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilmembers,

Councilwoman Farrow asked for a copy of my firm's representation agreement with the City last week. Pulling that agreement reminded me that my firm has not adjusted our hourly rate with the City since 2018. We currently bill the City at a reduced rate of \$200 per hour.

I currently bill all other clients at a rate of \$350 per hour. Mr. Mead and the other attorneys at my firm charge hourly rates of \$450 or higher. Given the recent scope of what I have been expected to handle in my capacity as your attorney, I believe an adjustment of my firm's hourly rate is warranted.

Please allow this email to serve as my request that the City take up for consideration an adjustment of my firm's hourly rate at the July 31 Executive Committee meeting. I am requesting to adjust the rate from \$200 to \$300 per hour, beginning in September of this year.

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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Under Florida's public records laws, the City of Milton's emails may be considered public record and subject to inspection or disclosure to the public. If you do not wish to have your emails possibly disclosed to the public, please do not communicate with the City of Milton through email.

From: Sent: To: Cc: Subject: Alex Andrade <aandrade@mhw-law.com> Saturday, July 22, 2023 7:42 AM Heather Lindsay Dawn Molinero; Randy Jorgenson Re: Special Meeting 7/25 at 5:30

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When did I call a special meeting?

Is the Mayor lying again?

Alex Andrade

On Jul 22, 2023, at 7:24 AM, Heather Lindsay <hlindsay@miltonfl.org> wrote:

Good morning - the City Attorney has requested a special meeting. Because CIB cancelled, I have selected Tuesday evening. The description should be Special Meeting As Requested by the City Attorney.

Sincerely, Heather

From:Alex Andrade <aandrade@mhw-law.com>Sent:Saturday, July 22, 2023 7:44 AMTo:Heather LindsayCc:Dawn Molinero; Randy JorgensonSubject:Re: Special Meeting 7/25 at 5:30

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather,

All I asked is if you wanted to call one. I never asked for one. Stop lying about me.

Alex Andrade

On Jul 22, 2023, at 7:24 AM, Heather Lindsay <hlindsay@miltonfl.org> wrote:

Good morning - the City Attorney has requested a special meeting. Because CIB cancelled, I have selected Tuesday evening. The description should be Special Meeting As Requested by the City Attorney.

Sincerely, Heather

From:	Alex Andrade <aandrade@mhw-law.com></aandrade@mhw-law.com>
Sent:	Saturday, July 22, 2023 7:54 AM
То:	Heather Lindsay
Cc:	Dawn Molinero; Randy Jorgenson
Subject:	Re: Special Meeting 7/25 at 5:30

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Heather,

That would be a false description.

If you REALLY want to act this petty, the description should be "Special Meeting for Mayor to Publicly Apologize and Retract Statements She Made About the City Attorney"

Alex

On Jul 22, 2023, at 7:42 AM, Alex Andrade <aandrade@mhw-law.com> wrote:

When did I call a special meeting?

Is the Mayor lying again?

Alex Andrade

On Jul 22, 2023, at 7:24 AM, Heather Lindsay <hlindsay@miltonfl.org> wrote:

Good morning - the City Attorney has requested a special meeting. Because CIB cancelled, I have selected Tuesday evening. The description should be Special Meeting As Requested by the City Attorney.

Sincerely, Heather

From: Sent: To: Cc: Subject: Dawn Molinero Saturday, July 22, 2023 10:46 AM Heather Lindsay Randy Jorgenson; Alex Andrade RE: Revision of special meeting

Good Morning Mayor,

Absolutely.



Dawn M. Molinero City Clerk City of Milton dmolinero@miltonfl.org www.miltonfl.org 850-983-5402

From: Heather Lindsay <hlindsay@miltonfl.org>
Sent: Saturday, July 22, 2023 10:41 AM
To: Dawn Molinero <dmolinero@miltonfl.org>
Cc: Randy Jorgenson <rjorgenson@miltonfl.org>; Alex Andrade <aandrade@mhw-law.com>
Subject: Revision of special meeting

Dear Dawn,

Would you please change the title of the meeting to "Attorney Communications"

Sincerely, Heather Get <u>Outlook for iOS</u>

From: Dawn Molinero <<u>dmolinero@miltonfl.org</u>> Sent: Saturday, July 22, 2023 7:37:43 AM To: Heather Lindsay <<u>hlindsay@miltonfl.org</u>> Cc: Randy Jorgenson <<u>rjorgenson@miltonfl.org</u>>; Alex Andrade <<u>aandrade@mhw-law.com</u>> Subject: RE: Recommendations

Yes, will do.

From:
Sent:
To:
Subject:

Alex Andrade <aandrade@mhw-law.com> Saturday, July 22, 2023 11:02 AM Dawn Molinero; Randy Jorgenson; Heather Lindsay Fwd: Recommendations

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Dawn,

Please add the below emails to the packet for the special called meeting.

If the mayor would like to discuss the content of my communications, I am requesting ALL communications between the Clerk and Mayor on her public and personal phones, as well as ALL communications between the Mayor and the Clerk on your public and private phones.

Also all emails regarding Scott Collins on the Mayor's public and private email accounts.

All emails regarding Scott Collins on the Clerk's public and private email accounts.

All records of phone calls between Mike Cusack and Scott Collins on Mike Cusack's public and private phones.

I will need them all before the meeting on Tuesday. Otherwise, I will consider the Mayor's meeting another example of dishonest and abusive behavior towards a member of staff.

If the below emails are not included in the packet, I will again consider the Mayor's intent to be abuse and harassment.

1

Alex Andrade

From: Alex Andrade <aandrade@mhw-law.com> Date: July 21, 2023 at 8:43:14 AM CDT To: Randy Jorgenson <rjorgenson@miltonfl.org> Cc: dmolinero@miltonfl.org Subject: RE: Recommendations

Council,

Please see the below communication I received from Mayor Lindsay at 11:45 PM last night.

This is abusive and defamatory behavior, and it is unacceptable in a professional work environment. As Mr. Collins' texts with me and his quoted comments in the PNJ confirm, I did nothing wrong or inappropriate.

I serve at the pleasure of the Council. If the Council cannot protect staff from abusive behavior like this from disgruntled council members, I do not believe the City can function properly.

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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From: Heather Lindsay <hlindsay@miltonfl.org> Sent: Thursday, July 20, 2023 11:45 PM To: Alex Andrade <aandrade@mhw-law.com> Subject: Recommendations

Dear Alex,

Notwithstanding the information you shared today, what Scott told me on Monday left no room for doubt: your communication was a motivating factor in his email on Saturday. I cannot understand what he texted you, but putting that aside, there are choices you made that made this situation worse than it had to be. No one else is in a position to help you grow from this; I offer this email for that purpose and no other.

You have spent considerable time and energy accusing council of violating a policy that does not apply, which further stoked mistrust among the Council, and characterizing the public as being at fault. Your communication with me last weekend was entirely focused on those two points. When I suggested you call Scott, you did not acknowledge the suggestion and focused on your defense. There is no other way to interpret your communication with me last weekend.

Had you texted me or emailed me that you would make an effort to salvage the situation with Scott, I would have had a different outlook on Sunday, but it must not have occurred to you to do what I suggested: give Scott Collins a call to figure out if it was salvageable. I told you I left a message to get some clarity, and you did not advise me against that or offer to reach out yourself. The only reaching out you did was on Monday when you sent him a polite message that did not invite further discussion about contract terms. How else can I interpret this series of events except that you gave up on executing on the will of the Council?

You also have not justified your choice to interview Scott all over again during the phone call you had. That you were asking him to explain himself was out of your scope of authority to negotiate a contract. Then you claim in your text message that you have been nothing but nice to him? Is it nice to text him a copy of a flyer with "really?" as if he is responsible for it? Is that how a lawyer communicates with a person after one phone conversation? Your focus on yourself has interfered with your service.

Good government depends on honesty and integrity of city officials. No one should be treating the public as the enemy. Last weekend, instead of reflecting on Scott's email and contacting him to reopen a conversation, you focused on Pam Mitchell and accusing others of violating a policy that does not apply. If you are willing to reflect to discern your part in the communication breakdown and how you have been interpreted, I believe you will be a better communicator in the future.

Thank you for reading this email. I do not require a response. Your work is directed by the council majority, and you don't owe me an explanation.

Sincerely, Heather

From: Alex Andrade <<u>aandrade@mhw-law.com</u>>
Sent: Monday, July 17, 2023 10:42 AM
To: Randy Jorgenson <<u>riorgenson@miltonfl.org</u>>; Dawn Molinero
<<u>dmolinero@miltonfl.org</u>>
Subject: RE: Special Called Meeting for Tuesday July 18

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,

Attached for your review is also my email correspondence with Councilwoman Farrow on Thursday. I was concerned about direct Council involvement and communication with Mr. Collins after these emails as well. The City Code directs staff to negotiate and contract on behalf of the City. An individual Councilmember's direct contact with a potential employee or vendor during any negotiations, without explicit permission from Council, is warned against for these very reasons.

If any representative of the City contact Mr. Collins after Tuesday night, I was not made aware of it, and I would describe it as interference in the process, and a violation of the Council's direction on Tuesday night.

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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From: Alex Andrade
Sent: Monday, July 17, 2023 9:57 AM
To: Randy Jorgenson <<u>rjorgenson@miltonfl.org</u>>; <u>dmolinero@miltonfl.org</u>
Subject: Special Called Meeting for Tuesday July 18

Good morning,

I was just contacted by a reporter from the PNJ regarding a special called meeting to occur tomorrow night.

The subject of the meeting is titled "Whether City Attorney Communications Caused Withdrawal of Application of Scott Collins"

I was not informed this meeting would be taking place, and it was a surprise to be informed by a reporter of it being scheduled.

Attached is a timeline of all my communications with Mr. Collins. Also attached are the proposal that was sent to him on Friday morning. I am sharing the contract I used as a template for your reference as well.

I suppose I will be seeing you all tomorrow evening.

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899

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www.mhw-law.com

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Inappropriate Contact with Scott Collins

Alex Andrade <aandrade@mhw-law.com>

Sun 7/16/2023 7:35 PM

To:Heather Lindsay <hlindsay@miltonfl.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor,

It is my understanding that Councilman Cusack contacted Mr. Collins on either Thursday or Friday and engaged in negotiations with him without consulting with me or even informing me.

I asked Councilman Cusack to confirm, but have not received a response.

If it is true, then it would violate the City's procurement policies regarding council's involvement in negotiations and requests for proposals.

As I mentioned earlier, the proposal I sent was more generous than the proposal Councilman Cusack asked me to send.

If members of council were contacting Mr. Collins after the Council's vote on Tuesday, it's an issue that needs to be addressed on Thursday.

Sincerely,

Alex Andrade

RE: Special Called Meeting Saturday

Alex Andrade <aandrade@mhw-law.com> Tue 7/18/2023 10:00 AM To:Heather Lindsay <hlindsay@miltonfl.org> Cc:Randy Jorgenson <rjorgenson@miltonfl.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We just spoke about it. I just figured I'd call you first!

R. Alex Andrade Moore, Hill & Westmoreland, P.A. 350 West Cedar Street, Suite 100 Pensacola, Florida 32502 Phone: (850) 434-3541 Fax: (850) 435-7899 www.mhw-law.com

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From: Heather Lindsay <hlindsay@miltonfl.org>
Sent: Tuesday, July 18, 2023 9:59 AM
To: Alex Andrade <aandrade@mhw-law.com>
Cc: Randy Jorgenson <rjorgenson@miltonfl.org>
Subject: Re: Special Called Meeting Saturday

Good morning. Randy asked to set it to get authority on a necessary expense. I'm surprised he didn't tell you.

Sincerely, Heather

From: Alex Andrade <<u>aandrade@mhw-law.com</u>> Sent: Tuesday, July 18, 2023 9:45 AM To: Heather Lindsay <<u>hlindsay@miltonfl.org</u>> Subject: Special Called Meeting Saturday

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I tried to contact you yesterday and today but have not received a response. I see there is now a third special called meeting this week. Am I expected to attend this meeting on Saturday? If so, can you please let me know what it is regarding.

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