



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Joanne Simone, Mayor, City of Margate,
and Members, City of Margate City Commission

From: John W. Scott, Inspector General 

Date: September 23, 2015

Subject: **OIG Final Report Re: *Ethical Misconduct by the then-Mayor of the City of Margate***

The Broward Office of the Inspector General (OIG) has concluded an investigation of Margate Commissioner Lesa Peerman for ethics violations. The OIG determined that, at a wedding celebration held in the City of Margate on August 2, 2014, Ms. Peerman knowingly accepted DJ services, a gift valued at \$150, that were paid for by a business tenant of the City's Community Redevelopment Agency (CRA). For several reasons detailed in the report, we concluded this gift was given in the then-mayor's official capacity and thus exceeded the \$50 limit for a Broward elected official to accept a gift given in her official capacity, in violation of the Broward Ethics Code. We also concluded that the gift was not disclosed to the Florida Commission on Ethics on time, as required by the Florida Code of Ethics for Public Officials and Employees.

We also established that, at the same event, Ms. Peerman solicited undisclosed donations for two charities. Although the Broward Ethics Code requires that each official disclose such a solicitation on her governmental entity's searchable internet database, the then-mayor failed to do so within a reasonable period following her solicitation.

Commissioner Peerman has repaid the CRA tenant, filed the necessary disclosures, admitted liability for these acts, and agreed to pay a \$500 fine.

We hope our report will assist elected officials in complying with the requirements of the Broward Ethics Code's gift rules in the future.

Attachment

cc: Douglas E. Smith, City Manager
Honorable Mark D. Bogen, Member, Broward Board of County Commissioners

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FINAL REPORT

**OIG 15-004
September 23, 2015**

Ethical Misconduct by the then-Mayor of the City of Margate



BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: *ETHICAL MISCONDUCT BY THE THEN-MAYOR OF THE CITY OF MARGATE*

SUMMARY

In January 2015, the Broward Office of the Inspector General (OIG) obtained information that on August 2, 2014, the Holiday Springs Condominium complex in the City of Margate (City) gave then-Mayor Lesa “Le” Peerman¹ and her spouse the use of its clubhouse for a wedding celebration, following the couple’s actual marriage in New York on July 21, 2014. After the reception, it appeared that Mayor Peerman posted comments on a website titled “peermanformargate.com,” thanking the Holiday Springs condo board for the use of its clubhouse and the “event planner/caterer” for setting up and decorating the clubhouse room. Similarly, on a Facebook page titled “Re-Elect-Lesa-Le-Peerman-for-Margate-City-Commission,” it was posted that the Mayor thanked those who were involved in organizing the reception, including the planner and caterer, bartender, food donor, disc jockey (DJ), and person who performed the reenactment ceremony.

We were concerned with whether, in accepting these things and services, Mayor Peerman accepted gifts that were (1) given and accepted in her official capacity and valued at more than \$50 in violation of the Broward Code of Ethics for Elected Officials (Broward Ethics Code) and (2) given to her from non-relatives, valued at more than \$100, and undisclosed, in violation of the Florida Code of Ethics for Public Officers and Employees (State Ethics Code).

Following its investigation, the OIG concluded that the Mayor knowingly accepted the DJ’s services, a gift valued at \$150, that were paid for by a business tenant of the City’s Community Redevelopment Agency (CRA), on which Ms. Peerman sits as a Board Member. We concluded that this gift was given in the Mayor’s official capacity. We reached this conclusion based on the totality of circumstances that we detail in this report, which together illustrate why such gifts are prohibited—to avoid the appearance of impropriety. We considered that:

- the Mayor and the CRA tenant were acquainted as a result of her elected status,
- the tenant’s businesses leased from the CRA,
- the businesses sought annual permits from the City Commission,
- the Mayor was aware of the businesses’ rent delinquency and adjusted her behavior accordingly, and
- nine months later she took action in her capacity as a CRA Board Member that benefited the CRA tenant.

¹ Although Lesa “Le” Peerman is currently a City Commissioner, she is referred to throughout this document as Mayor, which was her title during the events that are the subject of the OIG’s investigation reported here.

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The OIG determined that this gift exceeded the \$50 limit for a Broward elected official to accept a gift given in her official capacity, in violation of the Broward Ethics Code, and we also determined that it was not disclosed to the Florida Commission on Ethics on or by December 31, 2014, as required by the State Ethics Code.

In the course of its investigation, the OIG also discovered that, at the party, Mayor Peerman solicited undisclosed donations for two charities, Duck Haven, Inc., and 100 Plus Animal Rescue, Inc.² Although the Broward Ethics Code requires that each official disclose such a solicitation on the official's governmental entity's searchable internet database, the Mayor failed to do so within a reasonable period following her solicitation at the August 2, 2014, reception.

During Ms. Peerman's interview with OIG Special Agents regarding this matter, she acknowledged fault by reflecting, "I thought I did everything right, but now after the fact, I have done things wrong." After her OIG interview, she filed the appropriate charitable solicitation forms with the City Clerk and the appropriate gift disclosure form with the Florida Commission on Ethics. Thereafter, to fulfill the OIG's condition to enter settlement negotiations, she compensated the CRA tenant for the \$150 he spent on DJ services for the reception.

The Inspector General and Ms. Peerman then executed a written agreement to settle this matter before an Administrative Hearing Officer. Ms. Peerman has agreed to admit liability for (1) one count of accepting a gift given in her official capacity and valued at over \$50 and (2) one count of failing to file for public inspection a solicitation for a charitable organization. She has also agreed to pay a total fine of \$500 for these violations.

For the benefit of other elected officials and members of the public, this report provides a detailed analysis of several other allegations. We hope our report will assist others in complying with the requirements of the Broward Ethics Code's gift rules in the future.

OIG CHARTER AUTHORITY

Section 12.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the County and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the County, its municipalities and any providers.

² Florida Division of Corporations records reflect that 100+ Abandoned Dogs of Everglades Florida was a registered fictitious name owned by 100 Plus Animal Rescue, Inc.

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The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT

Lesa “Le” Peerman

Ms. Peerman has been a City of Margate Commissioner since 2011. Her fellow Commissioners voted her to be the City Mayor for a one-year term commencing November 2013. In November 2014 she was re-elected as a Commissioner.

RELEVANT GOVERNING AND ADMINISTRATIVE AUTHORITIES

Broward County Code of Ordinances (BCC) Section 1-19(a), "Statement of Policy," states:

It is the policy of Broward County that the Board of County Commissioners work for the benefit of the citizens of the County and elected officials of municipalities work for the benefit of the citizens of their respective municipalities. County Commissioners and elected municipal officials shall not receive any personal economic or financial benefit resulting from their service on their local governing bodies beyond legally authorized direct compensation. It is the responsibility of each County Commissioner and elected municipal official to act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services, and to avoid even the appearance or perception of impropriety.

Gift Laws

BCC § 1-19(c)(1), “Acceptance of Gifts,” states that:

- a. Elected Officials, their spouses or registered domestic partners, their other relatives, and their County or municipal office staff, shall not accept gifts, directly or indirectly, regardless of value, from lobbyists registered with the governmental entity on whose behalf they (or their spouse, registered domestic partner, or relative) serve, or from any principal or employer of any such registered lobbyist, or from vendors or contractors of such governmental entity. In order to effectuate this provision, no lobbyist shall engage in any lobbying activity prior to registering as a lobbyist with the applicable governmental entity.
- b. Elected Officials may accept gifts from other sources given to them in their official capacity, where not otherwise inconsistent with the provisions of Florida Statutes Chapter 112, Part III, up to a maximum value of \$50.00 per occurrence. Gifts given to an Elected Official in his or her official capacity up to \$50.00 in value are deemed to be *de minimis*.

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- c. The \$50.00 limitation does not apply to gifts given to Elected Officials in their personal (non-official) capacity. Such gifts are still subject to the reporting requirements of Florida Statutes section 112.3148.

BCC § 1-19(b), “Definitions,” provides in part:

... All operative words or terms used in this Code not defined herein shall be as defined, in order of priority in the event of inconsistency, by Part III of Florida Statutes Chapter 112, the Broward County Code of Ordinances, and the Broward County Administrative Code. ...

Florida Statutes § 112.312(12), “Definitions,” states in relevant part:

- (a) “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 the donee's behalf, or that which is paid or 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, including: ...
 - 2. The use of real property. ...
 - 5. A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation affiliation, age, religion, sex, or national origin. ...
 - 8. Food or beverage. ...
 - 12. Services provided by persons pursuant to a professional license or certificate.
 - 13. Other personal services for which a fee is normally charged by the person providing the services. ...

Florida Statutes § 112.3148, “Reporting and prohibited receipt of gifts by individuals filing full or limited public disclosure of financial interests and by procurement employees,” provides in part:

(7)(a) The value of a gift provided to a reporting individual or procurement employee shall be determined using actual cost to the donor, less taxes and gratuities, except as otherwise provided in this subsection, and, with respect to personal services provided by the donor, the reasonable and customary charge regularly charged for such service in the community in which the service is provided shall be used. ...

(b) Compensation provided by the donee to the donor, if provided within 90 days after receipt of the gift, shall be deducted from the value of the gift in determining the value of the gift. ...

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(8)(a) Each reporting individual or procurement employee shall file a statement with the Commission on Ethics not later than the last day of each calendar quarter, for the previous calendar quarter, containing a list of gifts which he or she believes to be in excess of \$100 in value, if any, accepted by him or her, for which compensation was not provided by the donee to the donor within 90 days of receipt of the gift to reduce the value to \$100 or less

A “reporting individual” is a person who is required to file a public disclosure of his or her financial interests. F.S. § 112.3148(2)(d). In a municipality, that includes every “local officer,” which includes “[e]very person who is elected to office in any political subdivision of the state...” F.S. § 112.3145(1)(a).

Solicitation and Disclosure of Charitable Contributions

BCC Section 1-19(c)(5), "Solicitation and Receipt of Contributions" provides:

a. Charitable Contribution Fundraising.

1. The solicitation of funds by an Elected Official for a non-profit charitable organization, as defined under the Internal Revenue Code, is permissible so long as there is no quid pro quo or other special consideration, including any direct or indirect benefit between the parties to the solicitation.
2. To promote the full and complete transparency of any such solicitation, an Elected Official shall disclose, on a form created by the Broward County Attorney’s Office, the name of the charitable organization, the event for which the funds were solicited, and the name of any individual or entity that may have promoted the solicitation. The form shall be filed for public inspection.
3. An Elected Official may not use staff or other resources of his or her governmental entity in the solicitation of charitable contributions.
4. The requirements and prohibitions of this subpart shall not apply to actions of an Elected Official in connection with charities or fundraising events sponsored by the official’s governmental entity. ...

BCC Section 1-19(b), "Definitions," provides in part:

(4) “Filed for Public Inspection” means that the form is completed legibly and is filed with the applicable governmental entity’s chief administrative official or clerk, with a copy of the form or all information contained thereon inputted into the applicable governmental entity’s database, which database shall be searchable by internet. ...”

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INVESTIGATION

Investigation Overview

In January 2015, the OIG discovered information suggesting that Mayor Peerman received undisclosed gifts that were given in her official capacity and valued at over \$100, in possible violation of the Broward Ethics Code and State Ethics Code.

The OIG's investigation substantiated one such violation and identified and substantiated additional violations of the Broward Ethics Code. We determined that, on August 2, 2014, Mayor Peerman and her spouse held a reception in the City to reenact and celebrate their July 21, 2014, wedding in New York. During the reception, the Mayor and her spouse enjoyed the services of a DJ who was hired and paid for by a CRA tenant. We determined that this was a \$150 gift given to the Mayor in her official capacity and thus was prohibited by the Broward Ethics Code. We also learned that she solicited charitable donations at the August 2, 2014, reception but failed to disclose the solicitation, also in violation of the Broward Ethics Code.

This investigation involved OIG Special Agents' review of documents and materials that included the Broward County Property Appraiser's web site, the City's website, the Holiday Springs Condominium web site, City campaign treasurer summary reports, documents from the Florida Commission on Ethics, CRA leases, City vendor lists, City lobbyist lists, and City agenda items and meeting minutes. OIG Special Agents also conducted interviews of City employees, several witnesses to the planning and execution of the reception, and Mayor Peerman.

Gifts in Conjunction with the Wedding Reception

The OIG investigated whether Mayor Peerman received prohibited or reportable gifts from the individuals and entities that provided services and items for the wedding celebration in violation of the Broward or State ethics codes. The OIG's investigation determined that, although Mayor Peerman or her spouse may have provided compensation for other items relating to the reception, the Mayor did not provide compensation for DJ services valued at \$150, a gift from one of the City's CRA tenants who knew her primarily in her official capacity, and whose businesses annually obtained special permits from the City Commission and owed back rent to the CRA.

Below is a summary of the OIG's findings about all of the services and items provided at or for the Mayor's August 2, 2014, reception.

1. The Mayor's Free Use of the Clubhouse Was Not a Prohibited or Reportable Gift

The OIG confirmed that Holiday Springs provided its community clubhouse for Mayor Peerman's reception free of charge.

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In the comments section of an August 28, 2014, Margate News website article was a posting that stated in part, “[W]e at Holiday Springs love [Le Peerman]. ... We gave her the use of our clubhouse for her wedding celebration and we proudly took part in it. ...”

Holiday Springs is a condominium community located in the City. The Mayor did not own a unit there. The Holiday Springs webpage indicated that she had been going there on the second Monday of each month to have coffee with the residents. A picture of the Mayor on the website was captioned, “Coffee with Margate Mayor Le Peerman – 2nd Monday of each month – 10:30 – 11:30 a.m.”³ This information was also on the Mayor’s reelection campaign website.⁴

Representatives of the condo board and its property manager told the OIG that the use of the community room is generally for residents, from whom the association requires a \$500 security deposit and a fee of \$1 per attendee. They further informed us that they occasionally approved the room’s use to outsiders for no fee, as they did in Mayor Peerman’s case. They stated that the association was not required to make available any additional security or janitorial services, and that there was no additional electricity or other overhead cost associated with the use of the room on August 2, 2014.

According to the City’s searchable registered lobbyist database, Holiday Springs was not a registered lobbyist to the City. Nor was it a vendor or a contractor to the City in the past ten years.

As Holiday Springs was not a lobbyist, vendor, or contractor to the City, the Mayor was not prohibited from accepting the use of the community room under the Broward Ethics Code, if its value was less than \$50. If the use of the clubhouse was given to her in her official capacity, the Mayor was limited to accepting up to \$50 in value for its use. Unless there is an applicable special valuation rule, a gift’s value is determined by the actual cost to its donor. Because association representatives told us that the association did not have additional costs to bear for lending the room, its value was not proved to be over \$50, and its use was not prohibited or reportable under either ethics code.

2. The Mayor Paid for the Party Planning, Catering, Decorating, and Bartending

On her campaign Facebook page, Mayor Peerman thanked the party planner for planning the reception and taking care of the catering, decorating, and bartending.

³ During her interview, Ms. Peerman told us she had a letter from the condo board that stated that it normally charged \$40 per hour to use the meeting room. Following her interview, she provided us with a copy of the letter. Her free use of the meeting room for monthly visits was not a prohibited or reportable gift because it did not meet the \$50 threshold for a gift given in her official capacity.

⁴ At the time of the reception’s planning and execution, the Mayor was campaigning to be reelected as Commissioner in the City’s November 2014 election.

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OIG Special Agents interviewed the party planner, who advised that the Mayor and she had been friends for several years, and that sometime in late July 2014, after the Mayor and her spouse were married, they asked her if she would plan a local wedding reception for them. Both the planner and Ms. Peerman recalled that they met at a local restaurant to discuss the reception. During the meeting the party planner and the Mayor's spouse went to the women's rest room, and the Mayor's spouse handed the planner between \$500 and \$1,000 in cash in an envelope. The party planner said this was done because the Mayor and her spouse thought it might look bad to give an envelope of cash out in the open. Ms. Peerman told us it was done this way for security. The party planner told the OIG that the cash she received from the Mayor's spouse paid for the reception food, beverages, liquor, decorations, flowers, and cake.

She said that she is not a professional wedding planner. According to her, following the reception, she offered to return the receipts and approximately \$200 of leftover money, but the Mayor told her to keep the money and that she (the Mayor) did not need the receipts. The planner told us that she threw the receipts away following this conversation. According to the party planner, some days after the reception, the Mayor presented her with a thank you card, which she said contained more cash. She told us she could not recall the exact amount but believes it was \$500. Following Ms. Peerman's interview with the OIG, she provided bank records that substantiated that she withdrew \$5,000 in cash on June 23, 2014, 29 days before the New York wedding and 41 days before the local reception.

Although it appeared that the Mayor thanked a CRA tenant via Facebook for donating food, the party planner told the OIG that he was only on stand-by to bring pizzas if necessary. She stated that there was enough food after all. In an interview with OIG Special Agents, the CRA tenant also stated that he did not provide any food.

It was also posted on Facebook, "Thank you to ... [two female first names] for decorating and the roses for people who are gone." According to the party planner, they were young girls whom Ms. Peerman met at the planner's old restaurant many years ago. They assisted the planner in setting up the clubhouse room for the reception, and the planner paid for the flowers with the cash given her by the Mayor's spouse.

As the party planner's helpers were not in the business of staging receptions, their services were not gifts. It appears that the Mayor may have fully compensated the planner for the food, beverage, liquor, flowers, and other items and services that she provided for the reception and, thus, they were also not gifts.

3. Because Amateurs Took Photographs and Video, They Were Not Gifts

Another individual, who was thanked for "photos and video," told the OIG that she had been a long-time friend and was a former neighbor of the Mayor. She was not a professional photographer or videographer and did not charge for taking pictures. She confirmed that she did take photographs and videotaped the reception, after which she gave the Mayor a computer

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disc (CD) copy for free. Ms. Peerman corroborated this information and told us that another woman, her son's girlfriend, also took photos at the reception. Although her son's girlfriend used to be a J.C. Penney photographer, she no longer worked there, and she was not requested or hired to take the photos but rather did so as a guest.

Because these individuals did not normally charge for taking photographs and video, their services were not gifts. As the first woman was not a lobbyist, vendor or contractor to the City, there was no violation in providing the CD, even to the Mayor in her official capacity, as its value did not exceed \$50.

4. In Performing the Reenactment the Notary Public Did Not Give a Gift

Posted on the Mayor's reelection campaign Facebook page was, "Thank you to [name omitted] for performing our ceremony." This individual was an employee of the City and a notary public. She told the OIG that she agreed to Mayor Peerman's request to perform the wedding ceremony reenactment. Ms. Peerman told the OIG that she had known the notary since 2003 and considered her a friend. The notary told us that she did not feel pressured into performing the reenactment and did not get paid for the service. She recalled Mayor Peerman thanking her for doing so near the end of the reception and handing her a thank you card that contained \$30 or \$40. She advised that, as a notary public, she is authorized to perform weddings and has performed some in the past, but only within the scope of her employment with the City. She did not offer her services to the public as a private business.

Because the notary did not normally charge members of the public for performing reenactment ceremonies, and because the Mayor paid her \$30 or \$40, her act of doing so for the Mayor in this case was not a gift under law.

5. The Mayor Accepted \$150 in DJ Services Given in Her Official Capacity, a Prohibited Gift

On the Mayor's campaign Facebook page was a September 1, 2014, posting that said in part, "Thank you to ... [the CRA tenant] for giving us food and [name omitted], DJ & singing,"

During her interview with the OIG, the party planner said that she did not secure the DJ services and did not know who paid for them. When OIG Special Agents spoke to the DJ for the first time, she said that she had been a professional DJ, karaoke jockey (KJ), singer, and radio talk show host for several years. For DJ services she normally charged the public \$125 to \$175 per hour for a minimum of two hours. She said that the CRA tenant approached her in July 2014 about working the Mayor's wedding celebration. As the CRA tenant was a friend and employer, she agreed to provide her services for \$250, which was less than she would normally charge. She told OIG Special Agents that the CRA tenant told her that she should go through him for payment and not Mayor Peerman, because this was a "gift" from him to the Mayor. She stated that she spoke several times with the Mayor or her spouse about the kind of

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music they wanted to hear at the party. The DJ worked the reception for about three hours, and about one-half hour before she left the party, the CRA tenant appeared and paid her \$250 in cash, for which she gave no receipt.

The CRA tenant told OIG Special Agents that his two businesses held special after-hours liquor permits which the “entire” City Commission approved annually. We also found that the City CRA, on which Ms. Peerman sits as a Board Member, leased property to those businesses. The CRA tenant himself signed the current lease for the pub on or about July 1, 2014, which is effective through June 30, 2017.

When OIG Special Agents spoke to the CRA tenant for the first time, he denied paying anyone for anything related to the August 2, 2014, wedding celebration party for the Mayor and her spouse. He stated that he knew Ms. Peerman as a City Commissioner and CRA Board Member, met her in 2012, and attended all of the Commission meetings. He said that in July 2014, the Mayor asked him if he knew any DJs who would be interested in performing at her upcoming wedding reception or party. The CRA tenant told the Mayor that he would ask the DJ who worked for him at the pub if she was interested. He reported that he attended the last twenty minutes of the reception and helped clean up the room. He said that the DJ did provide her services but said he didn’t recall providing any food or any professional services for the reception such as bartending, liquor, or DJ services. He said he assumed that the Mayor paid the party planner for the DJ.

The second time the OIG made contact with the DJ, she restated most of what she told us in her first interview but recalled that, when she and the CRA tenant began negotiating the price, she told him she normally charged \$125 per hour with a minimum of three hours for wedding parties. They settled on a price of \$250 or \$150, but certainly not less than \$150, because she would not have done it for less. The DJ also informed us that the CRA tenant called her after her initial interview with the OIG and said that he had been questioned and was checking to see if she remembered the Mayor’s wedding celebration. She said she told him that she remembered he paid her \$150 in cash to DJ the event. The DJ told us that the CRA tenant told her he did not remember it being so much and thought it was more like \$50. The DJ told us that she explained to him that she would never work a wedding for three hours and only charge \$50.

Later the same day of her second OIG interview, the DJ telephoned an OIG Special Agent and stated that the CRA tenant called her again after she interviewed with the OIG the second time. The CRA tenant asked her what she told the OIG about the Mayor’s wedding celebration, and she told him that she told the OIG that she provided the DJ services at the CRA tenant’s request, for which he paid her \$150.

The OIG recontacted the CRA tenant by telephone, when he told the OIG that after “reviewing his files,” he recalled that he did arrange and pay for DJ services as a wedding gift to the Mayor and her spouse. He said he hired the DJ who works at the pub and restaurant and paid her \$150

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in cash for her services without telling the Mayor. The CRA tenant met the OIG Special Agents later that day and gave a sworn statement that the information he gave in earlier statements was true. He added that he discovered a “receipt” in his “August box” which helped him recall that he arranged for and paid \$150 in cash to the DJ as a wedding gift to the Mayor and her spouse. He provided the OIG with a piece of paper that stated, “[The CRA tenant] pd. \$150 out [the DJ], DJ wedding,” and confirmed that he had placed his initials on the receipt (Exhibit 1). He said that he procured the DJ after the Mayor asked him if he could recommend one for the reception. Although he earlier said that he did not tell the Mayor about his gift, he then stated under oath that he advised her, “Don’t worry about it. I got you the DJ... I’m giving you guys the DJ.” The CRA tenant said that he was not compensated or reimbursed by anyone for this expense. He also said that the Mayor asked him to bring pizza to the reception in case they ran low on food, and he agreed but did not need to do it because there was enough to eat.

The Mayor told us during her OIG interview that she met the CRA tenant when he first began managing the pub that he now owns, which is in the CRA district. She said she dines every Friday night at the restaurant he manages. She initially stated that “[i]t’s hard to answer” the question about whether the CRA tenant was her friend, but she later did refer to him as a friend. She told OIG agents that she also considered him to be a tenant of the CRA and did not socialize with him.

She reported that either her spouse or the party planner first informed her that the CRA tenant was going to provide a DJ to perform at the reception as a wedding gift. The Mayor also advised that, prior to the party, she provided the DJ with a list of songs she and her spouse wanted the DJ to play. Ms. Peerman told the OIG she did not know how much the services cost, didn’t ask, and “didn’t care,” because it was going to be a wedding present. She reported that she considered the gift to be one given in her personal capacity. She acknowledged that she accepted the gift and, as of the date of the interview, had not paid the DJ or the CRA tenant back and had not disclosed the gift to the Florida Commission on Ethics.

She further acknowledged that when the CRA tenant gave her the gift of DJ services, she knew that the CRA tenant was late on rent payments to the CRA. She said that she stopped going to Friday night dinners at his restaurant for this reason. She stated that, as a City Commissioner and CRA Board Member, she refused to discuss City or CRA business with any CRA tenant who was behind in rent.

Ms. Peerman said, and the OIG did not establish otherwise, that the CRA tenant received no favor from her in exchange for the DJ gift. However, at the May 2015 City CRA meeting, Ms. Peerman made a motion and successfully argued to abate eviction proceedings against the CRA tenant and a third party until the conclusion of litigation between them (over the pub space) or November 30, 2015, whichever occurs first.

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The OIG confirmed, via the City’s registered lobbyist searchable database, that the CRA tenant was not listed as a registered lobbyist. We also concluded that the CRA tenant and the business entities that owned his restaurant and pub were not City vendors.⁵

On July 14, 2015, the Florida Commission on Ethics informed us that a Form 9 gift disclosure form, signed by Ms. Peerman, was filed with that agency on July 10, 2015. The statement of gift section listed, “Date received – 8/2/14 – Description of Gift – DJ for party wedding gift – Monetary Value - \$150 – Name of Person Making the Gift – [the CRA tenant]” and the CRA tenant’s address. The form included a note that read, “I was not aware of the value of this gift until a month ago” (Exhibit 2).

Personal services for which a fee is normally charged by the person providing the services is a gift and valued at the cost to the donor (unless the donor is the person providing personal services). Thus, the DJ service that the CRA tenant provided to the Mayor and her spouse was a gift valued at \$150 and was subject to the gift acceptance and reporting laws of the Broward and State Ethics Codes.

We found it reasonable to conclude that this gift was given in the Mayor’s official capacity, given the totality of circumstances including that (1) Ms. Peerman as Mayor and CRA Board Member was acquainted with the CRA tenant as a result of her elected status, (2) the tenant’s businesses leased from the CRA, (3) the businesses sought permits from the Commission, (4) the Mayor was aware of the businesses’ rent delinquency and adjusted her behavior accordingly, and (5) nine months later she took action in her capacity as a CRA Board Member that benefited the CRA tenant. Because the gift was valued at over \$50, the Mayor should not have accepted the gift under the Broward Ethics Code; that is, she should have “paid down” its value to below \$50 by providing compensation to the CRA tenant of at least \$100 within 90 days of August 2, 2014.⁶ She also violated the State Ethics Code by failing to report a gift from a non-relative valued at over \$100 by the end of the calendar quarter following the quarter in which she received the gift.

The remaining items—the clubhouse, catering, decorating, bartending, photography, and notary public’s services—did not prove to be gifts under law.

The Mayor Failed to Disclose that She Made Solicitations for Charitable Donations

During the course of the OIG investigation into possible gifts accepted by Mayor Peerman, we learned that she caused donation boxes to be set out on a table in the Holiday Springs clubhouse room during the August 2, 2014, wedding celebration party. This raised the concern that she may have engaged in the solicitation of funds for charity, which elected officials may do only under circumstances prescribed by the Broward Ethics Code that include disclosure.

⁵ We noted that one of the entities was listed on the City’s vendor list, but only because the City had paid it by check for reasons unrelated to the provision of goods and services.

⁶ Thus, we do not need to reach the question whether the Mayor accepted a banned gift from a contractor of the governmental entity she served. B.C.C. § 1-19(c)(1)a.

BROWARD OFFICE OF THE INSPECTOR GENERAL

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Ms. Peerman and the party planner informed the OIG that the Mayor told guests in advance not to bring gifts and, if they wanted to do anything for the couple, that they could donate to one or both of two separate, local charities. The planner created two decorated donation boxes and placed them on a table in the clubhouse, where they remained for the duration of the party. One of the boxes was for Duck Haven and the second was for 100 Plus. The planner said, and the Mayor admitted, that it was the Mayor who took the boxes with her after the party.

The president and founder of Duck Haven, an IRS-designated non-profit charitable organization that rescues injured Muscovy ducks, told OIG Special Agents that she knew Ms. Peerman as a City Commissioner, friend, and Duck Haven supporter. She confirmed that the Mayor and her spouse came to her home approximately one week after the wedding reception and presented her with a donation box. The owner told the OIG that the donations totaled \$290 in cash.

The OIG also interviewed the founder and president of 100 Plus, another IRS-designated non-profit charitable organization. The owner stated that the Mayor and her spouse presented her (the founder) with a donation box in the week following August 2, 2014, and that it contained approximately \$400 in cash. OIG agents located and viewed an online video of Mayor Peerman being interviewed at a 100 Plus-sponsored pet adoption event on August 9, 2014. On the video the Mayor stated that she asked her guests to provide donations instead of gifts and then brought the donations to the charity.

The OIG asked the City Clerk whether the City previously provided funds to or sponsored either Duck Haven or 100 Plus. The Clerk advised that in September 2009 the City Commission authorized payment to a local contractor to install a French drain for Duck Haven, which was ultimately donated by a private business. The Clerk advised that the City did not sponsor any charitable funding for 100 Plus.

Although the Broward Ethics Code requires that officials disclose such solicitations on the official's governmental entity's searchable internet database, the Mayor failed to do so within a reasonable period following the August 2, 2014, reception. It was not until after Ms. Peerman's interview with OIG Special Agents regarding this matter, on July 7, 2015, that she filed the appropriate charitable solicitation forms with the City Clerk (Exhibits 3 and 4).

Ms. Peerman Has Agreed to Admit Liability for Two Broward Ethics Code Violations

As a condition to entering into an agreement to settle the Broward Ethics Code violations, on July 15, 2015, Ms. Peerman paid \$150 to the CRA tenant to reimburse him for the personal DJ services that were provided at the Reception. She provided the OIG with a copy of the check she wrote out to him, as well as a receipt that stated, "Please let this letter serve as a receipt of \$150.00, check #439 received from Lesa Peerman for the DJ gift that I gave to her and [Ms. Peerman's spouse's] for their August 2, 2014 wedding that she has repaid back to me" (Exhibit 5). This was signed by the CRA tenant.

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The Inspector General and Ms. Peerman have executed a written Agreement to settle this matter before an Administrative Hearing Officer. Ms. Peerman has agreed to admit liability for (1) one count of accepting a gift given in her official capacity and valued at over \$50, in violation of Broward Ethics Code Section 1-19(c)(1)b., and (2) one count of failing to file for public inspection a solicitation for a charitable organization, in violation of Broward Ethics Code section 1-19(c)(5)a.2. She has also agreed to pay a total fine of \$500 for these violations. The Inspector General has filed his Ethics Complaint in the Broward County, Florida, Charter Section 12.01 Enforcement Hearings Forum.

INTERVIEW SUMMARIES

As a part of this investigation, OIG Special Agents conducted numerous witness interviews. Significant interviews are summarized below:

1. The DJ

The DJ said that she was a professional DJ and karaoke jockey (KJ), offering her services to the public for a fee, generally between \$125 and \$175 per hour, with a minimum of two hours. For the past several years, she had worked weddings, parties, and other private and public functions. She had been providing DJ and KJ services at the pub owned by the CRA tenant for the past year and a half, working two shows each week at \$250 each. She said that the CRA tenant also owned another business, a restaurant, where the CRA tenant approached her sometime in July 2014 and asked if she would DJ for the Mayor's reception. The DJ told him that she would do so for a price of \$350, but he negotiated her down to \$250. The CRA tenant told the DJ that he was paying for her to play at the reception as a wedding gift to the Mayor, and the DJ did not question him why. The DJ told the OIG that she played the reception for three hours and that the CRA tenant showed up approximately a half hour before she left and paid her \$250 in cash.

OIG Special Agents conducted a second interview of the DJ on March 10, 2015, at which time she repeated under oath what she had said in her February interview, with more detail and with the following exceptions. She said that, after her first interview, the CRA tenant called her and told her that he had been "called in for questioning." He wanted to know if the DJ remembered anything about the reception. The DJ told him that she remembered he paid her \$150 in cash, to which the CRA tenant replied he thought it was more like \$50. The DJ explained that she would "never" work a wedding for three hours and charge only \$50. She also told the agents that she did not recall the exact amount they agreed to, but that she would not have done it for less than \$150. She also added that she spoke with the Mayor, the Mayor's spouse, and the party planner at the CRA tenant's restaurant, where she was playing a Sunday brunch. The DJ approached, informed the table that she was going to play the reception, and asked if they had a play list. They did not discuss payment, as the DJ had already discussed and agreed on the payment with the CRA tenant.

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2. *The CRA Tenant*

The CRA tenant told OIG Special Agents that he was the owner of two businesses, a restaurant and a pub, in the City's CRA. Both businesses lease from the CRA and also have special City permits, which are annually approved by the City Commission, to stay open and serve alcohol after 2:00 a.m. He said he was not related to Ms. Peerman or her spouse. He said he knew Ms. Peerman as a City Commissioner and goes to all of the Commission meetings. He met her in 2012. He also stated that she has been in his pub and dines at his restaurant, and his relationship with her is friendly. He stated he was interested in keeping up with City business as it related to his businesses.

He said that in July 2014 the Mayor asked him if he knew any DJs who might be interested in performing at her upcoming wedding reception party. He recommended a professional DJ who worked for him at the pub and said he would ask her to determine her interest. The CRA tenant denied providing any professional services at the reception, saying that he assumed that the Mayor paid for the DJ. He claimed to be familiar with gift laws for elected officials and did not want to be perceived as having given a gift to an official, particularly as he was a CRA tenant. He stated that the Mayor was "very particular about that kind of stuff." He told the agents that he attended the reception for about 20 minutes at the end of the party, that he helped clean up the room, and that the DJ did provide the DJ services.

Following the OIG's second interview of the DJ, the OIG recontacted the CRA tenant. At that time, he stated under oath that he had previously told the truth, but also stated that after reviewing his files at home, he discovered what he called a "receipt" that helped him to recall that he did arrange for and paid \$150 in cash to the DJ to perform at the reception, as a wedding gift to the Mayor and her spouse. He provided this paper to the agents. (Exhibit 1) He also stated that he advised the Mayor, "Don't worry about it. I got you the DJ... I'm giving you guys the DJ." He acknowledged that he was behind in his CRA rent payments and provided agents with copies of past due notices. He detailed that he met Ms. Peerman when deciding whether to purchase a business in the City and wanted to educate himself on City affairs. He said he first met her in late 2012, when she was a City Commissioner and he began attending Commission meetings. He said that they did not know each other prior to that time. He described Ms. Peerman as an acquaintance, not a friend, and said he gave the DJ services to her because she cares about the community and is a nice person.

3. *President and Founder of Duck Haven*

The president and founder of Duck Haven, a 501(c)(3) non-profit organization that rescues injured Muscovy ducks, said she knew Ms. Peerman as a Commissioner for the City and considered her to be a friend who had helped Duck Haven in the past. Although she was invited to the reception, she was unable to attend. About one week later, the Mayor and her spouse came to her home and presented her with a decorated box that contained currency and change totaling \$290. The founder stated that the Mayor had put this decorated box at her wedding party and that guests donated the money. She said she did not ask the Mayor to do this, and that this was the only time the Mayor had solicited funds for Duck Haven.

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4. *President and Founder of 100 Plus*

The president and founder of 100 Plus advised that the organization is a 501(c)(3) and said that she knew Ms. Peerman as a supporter of her organization. The Mayor appeared at a pet adoption event that 100 Plus was holding and presented her with a decorated box that contained approximately \$400 in cash. The Mayor and her spouse told her that they recently had a wedding party and asked their guests not to provide gifts but instead provide donations for the animal rescue. She said she did not know in advance that they were going to do this. She also stated that the City has not previously sponsored her organization.

5. *Lesla “Le” Peerman*

Ms. Peerman gave a sworn interview to the OIG on June 9, 2015. She advised that she had been a City Commissioner since 2011 and was re-elected in November 2014. During the time period of November 2013 to November 2014, she was the Mayor of the City.

She informed us that she has complied with the ethics training requirements under the Broward Ethics Code since it became applicable to elected municipal officials. She said she had received training in state ethics and was a “big believer” in taking the training. She was familiar with the gift reporting requirements for both the state and county ethics codes.

Ms. Peerman acknowledged that she and her spouse hosted a reception to celebrate their wedding in New York on August 2, 2014, at the Holiday Springs Condominium clubhouse within the City, and she confirmed the authenticity of the Facebook postings that thanked several people for their contributions to the success of the event.

She informed the OIG that she did not want to plan the event, so she hired the party planner to arrange the details. She told OIG agents that she paid the party planner a total of \$3,000 in cash on separate occasions during July and August 2014 and that her bank records would substantiate this claim. She described her spouse making the initial payment of \$1,500 cash to the party planner in the women’s rest room of a local restaurant, for security reasons. After this initial payment, she said she paid the party planner another \$1,500 in cash. In addition, she stated that she paid the party planner and her husband, who served as bartender for the event, \$500 as a thank you for their efforts.

Ms. Peerman stated that she met the CRA tenant when he first began managing the pub in the CRA district that he now owns and that he also was an owner or manager of a restaurant. She said she dined every Friday night at the restaurant he managed. Both businesses were tenants of the City’s CRA district and had permits with the City. She initially stated that “[i]t’s hard to answer” the question about whether the CRA tenant was a friend of hers, but she later referred to him as a friend. She told OIG agents that she also considered him to be a CRA tenant. She said she does not socialize with him and that he is not related to her or her spouse.

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Ms. Peerman acknowledged being aware that the CRA tenant was late on his rental payments to the CRA at the time he gave her the gift of DJ services. She stated that she stopped going to Friday night dinners at his restaurant because of the late payments. As a City Commissioner and CRA board member, she said, she must be wary of supporting individuals and businesses that are not complying with their rental agreements, but she then advised she would speak with the CRA tenant on personal matters as friends. She said she refused to discuss City or CRA business with any CRA tenant who was behind in rent.

She stated that either the party planner or her spouse told her that the CRA tenant was going to provide a professional DJ to perform at the reception as a wedding gift. She acknowledged knowing about the CRA tenant's gift prior to the reception and that she provided a play list to the DJ. She did not know at that time how much the DJ was going to cost, "didn't ask" how much it was going to cost, and "didn't care" because it was going to be a wedding present. She asserted that she believed the gift was a personal gift and thought that she was receiving it in her personal capacity and not in her official capacity.⁷

Ms. Peerman said that the CRA tenant informed her that he told the OIG that he paid the DJ \$150 to perform at the reception and that this is when she learned the value of the services. She admitted that she accepted the gift and had not paid for it as of the date of her OIG interview.

When asked why the CRA tenant would give her a \$150 wedding gift when it appeared he was having financial difficulties with his business, and they were not close friends, Ms. Peerman responded it was because they were friends and that the OIG would have to ask him. She reported that she gave the CRA tenant no favor in exchange for the DJ gift.

Ms. Peerman said that when she sent the reception invitations, she informed guests that instead of providing wedding gifts that they could donate to two local charities, Duck Haven or 100 Plus. She recalled that the party planner created the two decorated boxes and placed them on a table at the reception. Afterwards, she and her spouse collected the boxes and took them home. She told OIG agents that she counted the money in both boxes and estimated that there was approximately \$500 in each. She also said that she may have added money to the Duck Haven box to even it up with the amount found in the 100 Plus box. About one week after the reception she and her spouse delivered the boxes with the cash to the organizations. She said that, at that time, she did not believe that she was soliciting charitable donations that were required to be reported but that, after attending a recent OIG ethics training, she learned that it was required.

Ms. Peerman admitted wrongdoing in failing to report the DJ services and failing to report the solicitation of donations, saying that it was "not on her ethics radar" and reflecting, "I thought I did everything right, but now after the fact, I have done things wrong."

⁷ The Broward Ethics Code's gift rules focus on whether the gift was *given* in the elected official's official capacity, not whether it was *received* in her official capacity. BCC § 1-19(c)(1).

BROWARD OFFICE OF THE INSPECTOR GENERAL

***FINAL REPORT RE: ETHICAL MISCONDUCT
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RESPONSES TO THE PRELIMINARY REPORT

In accordance with Section 12.01(D)(2)(a) of the Charter of Broward County, a preliminary copy of this report was provided to the City of Margate and Ms. Peerman for their discretionary written responses. The OIG did not receive any responses.

CONCLUSIONS AND RECOMMENDATIONS

We caution the elected officials of Broward County and its 31 municipalities that actions taken in their personal lives reflect upon their public lives. Elected officials should shun gifts given to them by people or organizations who know them primarily in their official capacity. It is safer to assume that gifts given to you by those who are acquainted with you as a result of your official capacity are giving the gifts *because of* your official capacity. If valued over \$50, such gifts should not be accepted or should be paid for within 90 days of receipt. Moreover, the solicitation of charitable donations that are permissible under the circumstances described in the Broward Ethics Code must be disclosed within a reasonable period of time to make the information useful to the public. Both provisions must be viewed from the perspective of the public. Taking that view would have served Ms. Peerman well under the circumstances of this matter.

We believe that the settlement agreement executed by the Inspector General and Ms. Peerman is in the best interests of the County and the residents of Margate. As the Broward Ethics Code says, our residents deserve nothing less than complete transparency and honesty in the services of elected officials, who should always act—even in their private lives—to avoid the mere appearance or perception of impropriety.

OIG 15-004

EXHIBIT 1

Handwritten on a grid background:
11
150
OW
Snacks
Wedding
Total

Thank You — Please Come Again

© 1992-1994

ACR-G3616

OIG 15-004

EXHIBIT 2

PROCESSED

223981

FLORIDA

COMMISSION ON ETHICS

Form 9

QUARTERLY GIFT DISCLOSURE (GIFTS OVER \$100)

JUL 1 0 2015

LAST NAME -- FIRST NAME -- MIDDLE NAME: <i>PEERMAN LESA</i>		NAME OF AGENCY: <i>CITY OF MARGATE</i>	RECEIVED
MAILING ADDRESS: <i>5790 MARGATE BLVD</i>		OFFICE OR POSITION HELD: <i>COMMISSIONER</i>	
CITY: <i>MARGATE</i>	ZIP: <i>32023</i>	COUNTY: <i>BROWARD</i>	FOR QUARTER ENDING (CHECK ONE): <input type="checkbox"/> MARCH <input type="checkbox"/> JUNE <input checked="" type="checkbox"/> SEPTEMBER <input type="checkbox"/> DECEMBER
			YEAR: <i>2014</i>

PART A — STATEMENT OF GIFTS

Please list below each gift, the value of which you believe to exceed \$100, accepted by you during the calendar quarter for which this statement is being filed. You are required to describe the gift and state the monetary value of the gift, the name and address of the person making the gift, and the date(s) the gift was received. If any of these facts, other than the gift description, are unknown or not applicable, you should so state on the form. As explained more fully in the instructions on the reverse side of the form, you are not required to disclose gifts from relatives or certain other gifts. You are not required to file this statement for any calendar quarter during which you did not receive a reportable gift.

DATE RECEIVED	DESCRIPTION OF GIFT	MONETARY VALUE	NAME OF PERSON MAKING THE GIFT	ADDRESS OF PERSON MAKING THE GIFT
<i>8/2/14</i>	<i>DJ BCR PARTY wedding gift</i>	<i>0/1500</i>	<i>Wm N Donald</i>	[REDACTED]

CHECK HERE IF CONTINUED ON SEPARATE SHEET

PART B — RECEIPT PROVIDED BY PERSON MAKING THE GIFT

If any receipt for a gift listed above was provided to you by the person making the gift, you are required to attach a copy of that receipt to this form. You may attach an explanation of any differences between the information disclosed on this form and the information on the receipt.

CHECK HERE IF A RECEIPT IS ATTACHED TO THIS FORM

PART C — OATH

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed herein and on any attachments made by me constitutes a true accurate, and total listing of all gifts required to be reported by Section 112.3148, Florida Statutes.	STATE OF FLORIDA COUNTY OF <u><i>Broward</i></u> Sworn to (or affirmed) and subscribed before me this <u><i>7th</i></u> day of <u><i>July</i></u> , 2015
	by <u><i>Melissa M Miller</i></u> (Signatures of Notary Public for State of Florida) MELISSA M. MILLER MY COMMISSION # EE 867214 EXPIRES February 1, 2017 (Print, Type, or Stamp Commission Expires February 1, 2017 Public) Personally Known OR Produced Identification Type of Identification Produced
<u><i>Lesia Peerman</i></u> SIGNATURE OF REPORTING OFFICIAL	

PART D — FILING INSTRUCTIONS

This form, when duly signed and notarized, must be filed with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, Florida 32303. The form must be filed no later than the last day of the calendar quarter that follows the calendar quarter for which this form is filed (For example, if a gift is received in March, it should be disclosed by June 30.)

* I was not aware of the value of
this gift until a month ago

Leslie Beem
7/7/15



MIAMI FL 33131

07 JUL 2015 PM 9 1



Commission on Ethics
PO Drawer 15709
Tallahassee, FL 32317-5709

32317570908



OIG 15-004

EXHIBIT 3

BROWARD COUNTY ELECTED OFFICIAL CODE OF ETHICS
CHARITABLE CONTRIBUTION FUNDRAISING
DISCLOSURE FORM

Name of Elected Official: LESA PEELMAN

Title: COMMISSIONER

Governmental Entity Served: MARJAH

Name of the charitable organization for which you are soliciting funds:
DUCKHAVEN

Event (if any) for which the funds were solicited, including date of event:
8/2/14 Party

Name of each individual or entity that promoted the solicitation, if any:
NONE

Signature of Elected Official: Lesia Peelman

Date: 7/7/15

OIG 15-004

EXHIBIT 4

BROWARD COUNTY ELECTED OFFICIAL CODE OF ETHICS
CHARITABLE CONTRIBUTION FUNDRAISING
DISCLOSURE FORM

Name of Elected Official: Lesa Peermont

Title: Commissioner

Governmental Entity Served: MARGETA

Name of the charitable organization for which you are soliciting funds:
100+ ABANDONED DOGS OF EVERGLADES

Event (if any) for which the funds were solicited, including date of event:
PANTU 8/2/14

Name of each individual or entity that promoted the solicitation, if any:
NONE

Signature of Elected Official: Lesa Peermont

Date: 7/7/15

OIG 15-004

EXHIBIT 5

Margate, Florida 33093-8431

Re: Lesa Peerman Wedding Gift

Please let this letter serve as a receipt of \$150.00, check # 439 received from Lesa Peerman for the DJ gift that I gave to her and Jan for their August 2, 2014 wedding that she has repaid back to me.

Sincerely,


William McDonald

LESA PEERMAN [Redacted]	payroll paid	439 63-9138/2031
	7-15-15	Date
Pay to the Order of	William McDonald	\$ 150 ⁰⁰
	one hundred and fifty and ⁰⁰ / ₁₀₀	Dollars
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com		Security Deposit Box
For	DJ for 8/2/14 Party repayment	Lesa Peerman
[Redacted]		