

# Discovery Index

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## **C12-003    Re:    Joseph Jerome Taylor**

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## PALM BEACH COUNTY COMMISSION ON ETHICS

2633 Vista Parkway, West Palm Beach, Florida 33411

Hotline: 877-766-5920 or 561-233-0724

### COMPLAINT FORM

**1. Complainant (Person bringing Complaint) *Add pages, if necessary.***

Name: Alan S. Johnson, Executive Director, Palm Beach County Commission on Ethics

Address: 2633 Vista Parkway

City: West Palm Beach

Zip: 33412

Telephone #: 561-233-0724

**2. Respondent (Person against whom complaint is made) *Add pages, if necessary.***

Name: Joseph Jerome Taylor, Riviera Beach Housing Authority

Address: 2014 West 17th Court

City: Riviera Beach

Zip: 33404

Home #: 561-844-1224

Work #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Title/Office Held or Sought: Chair

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

Allegation is against person in  
☒ County/Municipal Government

Allegation is about County:  
☐ Whistleblower Retaliation

**4. STATEMENT OF FACTS ATTACHED**

Exhibit 1 – Probable Cause Affidavit

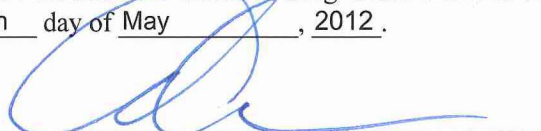
Exhibit 2 – Supporting Documentation

**5. OATH and NOTARY**

STATE OF FLORIDA

COUNTY OF PALM BEACH

Personally known to me and appeared before me, Alan S. Johnson whose signature appears below, being duly sworn, says that the allegations set forth in this complaint are based upon facts which have been sworn to as true by a material witness or witnesses and which if true would constitute the offenses alleged and that this complaint is instituted in good faith. Signed and sworn to on this 18th day of May, 2012.

  
Alan S. Johnson



  
(Signature of Notary Public, State of Florida)

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

PALM BEACH COUNTY COMMISSION ON ETHICS  
**MEMORANDUM OF INQUIRY**

To: Alan S. Johnson, Executive Director  
From: Mark E. Bannon, Investigator  
Re: AN 12-006 – Joseph Jerome Taylor, Commission Chair, Riviera Beach Housing Authority

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- **Background**

This matter came to the attention of the Commission on Ethics (COE) staff through an email dated March 28, 2012, and addressed to Riviera Beach Mayor Thomas Masters. The email was sent to Mayor Masters from Rodney Roberts, Commissioner, Riviera Beach Housing Authority (RBHA), and was forwarded to COE staff by Commissioner Roberts. The email concerns an allegation by Commissioner Roberts concerning another RBHA commissioner, Joseph Jerome Taylor. Commissioner Taylor is the current Chairperson for RBHA. The allegation states that Commissioner Taylor had been financially compensated for services to RBHA, and that such compensation is both unethical and against U.S. Housing and Urban Development policy, from which RBHA receives much of its funding. The letter asks Mayor Masters to remove Commissioner Taylor from his appointed position on the RBHA, and that the funds paid to Commissioner Taylor be returned to the RBHA. No other documentation was attached to this email, nor was any specific information concerning this allegation provided.

- **Inquiry**

Upon receiving this inquiry on March 28, 2012, and reviewing the email from Commissioner Roberts, I sent a reply email this same date asking him to make contact with me at my office telephone number. On March 30, 2012, I received a reply email from Commissioner Roberts advising that he would call me as soon as he finished work. At approximately 2:45 PM the same date, Commissioner Roberts and I spoke on the telephone and tentatively agreed to meet at the COE office on Monday, April 2, 2012 at 6:00 PM. During this conversation, Commissioner Roberts stated that the issue regarding payments to Commissioner Taylor involved payment to complete "extermination services" for RBHA homes. He was aware of this issue because at a RBHA meeting in March, the Commission was given the January financial statement for approval. Commissioner Roberts stated that this financial statement listed a check from a RBHA account for \$950, paid to Joseph Jerome Taylor for "extermination services." I asked him to bring any records he had to our meeting on Monday.

I then began to review some background information on RBHA, much of which was found on their website ([www.rivierabeachha.com](http://www.rivierabeachha.com)). This website listed the contact information for RBHA, as well as the names of the Commissioners (Joseph Jerome Taylor, Chair, Delvin Thomas, Vice Chair, Ron Leonard, Art Cobb, and Rodney Roberts). The Executive Director of RBHA is John Hurt, and the Deputy Director is Sharon Jackson. The RBHA is housed at 2014 West 17<sup>th</sup> Ct., Riviera Beach, FL 33404. The website did not provide information concerning any available relevant documents, listing only copies of the agendas from two (2) meetings (December 13, 2011 and January 11, 2012, and a notice of the December 13<sup>th</sup> meeting).

- **Interview with Rodney Roberts, Commissioner, RBHA**

The interview with RBHA Commissioner Rodney Roberts was tape recorded, and conducted under oath at the COE office. The interview began at 2:29 PM, and was concluded at 3:16 PM on Monday April 2, 2012.

Commissioner Roberts advised that he had been appointed to the RBHA in November 2011 by Mayor Thomas Masters. He presented me with a copy of a document entitled, "RBHA-Financial(s)" which listed the payments made from the RBHA bank account for January, 2012. Commissioner Roberts advised me that at a regular RBHA commission meeting in February of 2012, he and the other RBHA members were given this accounting for review.

After reviewing the document, Commissioner Roberts stated that he questioned one of the disbursements, check #1002, which was listed as payable to RBHA Chairman Joseph Jerome Taylor. This check in the amount of \$950 was dated January 20, 2012. Conversation around this check ensued, and it was explained that Commissioner Taylor had provided extermination services for four (4) NSP-1 homes during the summer, but had never been paid for this service due to an illness. NSP-1 homes are homes which were purchased and rehabilitated through grants under the Federal Neighborhood Stabilization Program. These homes are to be leased to families through RBHA. After the discussion of the financial document presented, a vote was taken by the RBHA to accept the financial document as presented. Commissioner Roberts could not recall if Commissioner Taylor participated in this vote.

The payment to Chairman Taylor bothered Commissioner Roberts, and he states that he discussed the matter with RBHA attorney Lynn Solomon. She told him that if he felt the payment was improper he should contact the City Attorney. After the meeting was ended, he instead decided to send his email letter to the City Administration and COE, because he believed it was a conflict of interest for a RBHA member to work for the same entity. Commissioner Roberts allowed me to photocopy the financial document.

I questioned Commissioner Roberts as to who would have information as to the work done by Chairman Taylor on the homes owned by RBHA, and when that work was done. He advised that it was done sometime during the summer of 2011, but he was not a RBHA member at that time, so could provide no exact information as to this work. He was not sure if RBHA Executive Director John Hurt was onboard at that time, since he has only been in the position as of June 2011. However, Commissioner Roberts did state that RBHA Deputy Director Sharon Jackson was most likely the best source of information about this work, as she has worked for RBHA for some time.

#### **End of interview.**

On Tuesday, April 3, 2012, I made contact with RBHA Executive Director John Hurt by telephone and set an appointment to speak with him at the RBHA office, 2014 W. 17<sup>th</sup> Ct, Riviera Beach, FL. Since Mr. Hurt was going to be out of town the rest of the week, the meeting was set for Monday, April 9<sup>th</sup> at 11:00 AM.

On Thursday, April 5, 2012, I made contact with RBHA Deputy Director Sharon Jackson via telephone to set an appointment to meet with her at the RBHA office. We agreed to meet on Friday, April 6<sup>th</sup> at 2:30 PM.

- **Interview with Sharon Jackson, Deputy Director, RBHA**

On Friday, April 6, 2012 at approximately 2:30 PM, I met with Deputy Director Sharon Jackson at her office. This interview was not tape recorded because Ms. Jackson was also making copies of records I requested, and therefore was in and out of the room. The records I requested were copies of the minutes of RBHA meetings for June 2011-March 2012. Ms. Jackson began to copy these documents, but her copy machine malfunctioned, so she advised she would email them to me instead.

During this process, we discussed whether the members of RBHA had been trained in the PBC Code of Ethics. Ms. Jackson stated that the members had voted not to take this training, and must have misunderstood that it was mandatory. I advised her to get in touch with Gina Levesque at the COE office, and she would arrange training for them.

In talking about the financial document indicating a payout of \$950 to RBHA Commissioner and Chairman Joseph Jerome Taylor, Ms. Jackson commented that she was in charge of accounting, and that she had personally issued this check to Commissioner Taylor. She was able to provide me with a copy of the check and the invoice submitted by Commissioner Taylor for this payment. Both of these documents are submitted to the inquiry file.

The check in question (#1002, from NSP-Account 4047) was made out to Joseph Jerome Taylor on January 20, 2012 in the amount of \$950. Ms. Jackson is a signer on this check, who advised that the check was then taken by Mr. Taylor to the second approved signatory on the account, Commissioner Delvin Thomas, Vice Chair of the RBHA. At

the bottom left hand corner of the check on a printed line beside "For" are the handwritten words, "Extermination Serv for NSP Houses."

On the Check Requisition Form for this payment, the Description reads, "Extermination Services for 194 E. 30<sup>th</sup> St; 199 E. 29<sup>th</sup> Ct.; 167 E. 23<sup>rd</sup> St. & 1042 Centerstone Ln (2)" The requisition further states: Requested by: Sharon K. Jackson, Payment Approved by: John W. Hurt, Project: NSP-1 Maintenance. The area of the form entitled, Received by: is blank, although handwritten to the left of this area is, "J Jerome Taylor took the ck to Com Thomas for 2<sup>nd</sup> signature."

Ms. Jackson stated that shortly after the "open house" events where the NSP homes were shown for community leaders, Chairman Taylor became gravely ill, and was hospitalized for an extended period of time. It was upon his return that he submitted the invoice for payment of \$950. She did not believe that the subject of payment was discussed prior to his return. And, upon his submitting the invoice, she issues a check for the work.

When I asked if Director Hurt had approved this payment, Ms. Jackson replied that once the invoice was submitted, and Chairman Taylor had demanded payment, he did not have any choice but to approve it, although she believed Mr. Hurt also had some issues with this payment. Because both Mr. Hurt and Ms. Jackson are part-time, and had just been hired June 1, 2011, and the "open house" had been scheduled for July 12, 2011, Commissioner Taylor advised that he would arrange for the NSP properties to be made ready for the open house. Ms. Jackson also stated that she had to go by one of the properties to check something shortly before the open house, and that there was a woman (she did not know her name) working at the home doing cleaning. Ms. Jackson did advise me that she believed the extermination services for the NSP homes were provided by a man named "Carlton," who had also been paid for extermination services at the RBHA office when they had a wasp problem in March. She was unable to locate the invoice for this service, for which a check for \$1,000 had been written directly to the service provider, but stated that when she located it she would provide me with a copy.

#### **End of interview.**

During my interview with RBHA Deputy Director Sharon Jackson, I requested copies of the invoice submitted by Commissioner Taylor for payment of \$950, and a copy of the check issued to him. I also requested copies of some of the minutes from RBHA meetings, specifically those from June 2011 to the present. She attempted to make copies of those documents for me, and managed to copy the invoice and check, but due to a problem with her copy machine, was unable to provide the minutes. She advised me at that time that she would scan these and send them to me via email. However, on April 17, 2012, Ms. Jackson called me and requested that I submit a written request for this information. I sent an email request on this same day. In that email I also requested copies of the contact information for all RBHA members. On April 19, 2012, I received most of the requested documents via fax.

- **Interview with John W. Hurt, Executive Director, RBHA**

I met with Mr. Hurt at the RBHA on April 9, 2012 at approximately 11:00 AM. When I asked Mr. Hurt if he would agree to my taping the interview, he declined asking that he would need to check with legal counsel prior to giving any tape recorded statement. Not wishing to lose the opportunity to speak with him, the interview was continued without the use of any recording device.

Mr. Hurt advised that he had been hired by the RBHA on June 1, 2011 on a part-time basis as the Executive Director. One of RBHA's first projects upon his arrival was the open house to show the four (4) homes that had been rehabilitated via the Neighborhood Stabilization Program (NSP) grant funding. These homes were purchased and rehabilitated with the NSP grant funds, and are rented to low and moderate income families. Since Mr. Hurt was newly appointed when the open house was scheduled in summer 2011, Commissioner Taylor advised that he would take charge of making sure the homes were readied for this event.



Shortly after the open house event, Commissioner Taylor became very ill, and remained so for three (3) months (spending approximately 45 days in intensive care). I asked if he approved this payment. Mr. Hurt stated that they attempt to pay all RBHA bills upon receipt, and that since Commissioner Thomas had completed the actions of having the homes ready for the open house event, the bill was paid as it would be for any other project. At this time, Commissioner Taylor entered the RBHA offices, so I concluded my interview with Mr. Hurt.

#### **End of interview.**

I met with Chairman Taylor and asked if he would be willing to talk with me, to which he agreed. We went into the conference room at the RBHA offices for this interview.

- **Interview with Joseph Jerome Taylor, Commissioner, Chairman, RBHA**

The interview with RBHA Commissioner and Chairman Joseph Jerome Taylor was conducted on April 9, 2012 at the RBHA offices, 2014 W. 17<sup>th</sup> Ct., Riviera Beach, FL. This interview was taken under oath, and was tape recorded. The interview began at 11:40 AM, and concluded at 12:12 PM.

Commissioner Taylor advised that he understood that he was under oath, and that the interview was voluntary. He advised me that he suffers from Aphasia.<sup>1</sup> Because of this condition, his memory and communication skills are bad, and he might not be clear on some things.

Commissioner Taylor stated that he had become ill on September 14, 2011, and remained in the hospital until around Thanksgiving. Aphasia is a cognitive disorder which tends to impair comprehension of written and spoken language, due to a stroke, brain injury, or other cause. I did not discuss with Commissioner Taylor the cause of this condition in him, since it was not relevant to my inquiry.

I showed Commissioner Taylor the check written out to him on January 20, 2012 for \$950 from the RBHA and asked him if he received this money. He acknowledged that he did. Commissioner Taylor stated that he had taken on the responsibility to have the NSP homes readied for the open house event (held on July 12, 2011). He then stated that the houses needed to be cleaned and sprayed for insects. He advised that he used to work for an extermination company, and that he paid \$100 to a man who still works there to spray the houses. He also said that he purchased the poison for this job. However, he could not remember the name of the man he paid to do the extermination of the homes. Commissioner Taylor also stated that he paid \$800 to a woman to clean the four NSP homes for the open house, and that the check given to him was reimbursement for the cash payments given for extermination and cleaning. He also could not remember the name of the woman he paid to clean the homes.

When I questioned Commissioner Taylor as to why he had not had RBHA pay these people directly by check, he responded that he only made the arrangements the weekend before the open house event, and that the workers wanted to be paid, so he paid them in cash that weekend. When asked again for the contact information about these two people, Commissioner Taylor could not remember, but told me he would get back with me with that information. I gave him a copy of my business card for this purpose.

I questioned Commissioner Taylor as what he did for a living, and he responded that he was disabled. When I asked him if he received disability, he asked me why that was my business. I advised him I was curious as to where he had obtained \$950 in cash to pay these service providers. He stated that he owned some apartments free of mortgages, and he had cash from rent money. When I asked him how many apartments he owned, he again told me that was not my concern. And went on to say that shortly after paying the workers to get the NSP homes in shape for the open house, his illness set in, and he was unable to collect the reimbursement funds until January of 2012. It should be noted that a review of the PBC Property Appraiser and Clerk and Comptroller websites listed no

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<sup>1</sup> Aphasia is defined by the *Medical Dictionary Online* as "a cognitive disorder marked by an impaired ability to comprehend or express language in its written or spoken form. This condition is caused by diseases which affect the language areas of the dominant hemisphere [of the brain]." ([www.online-medical-dictionary.org](http://www.online-medical-dictionary.org))

real property in Palm Beach County owned by Commissioner Taylor or his wife, (Vivian B. Taylor), with the exception of their residence, a single family home located at 1906 W. 23<sup>rd</sup> St., Riviera Beach, FL 33404.

Prior to ending the interview, I reiterated to Commissioner Taylor the importance of him giving me the information concerning the pest control and cleaning of the NSP homes, and that I needed contact information for the individuals involved so that I could verify his statement.

**The interview was ended at 12:12 PM.**

Over the next several weeks, I did not hear from Commissioner Taylor about this matter. On Thursday, April 26, 2012, I went to the RBHA office and again met with Ms. Jackson in an attempt to find contact information, and documentation on the March 2012 extermination service. Ms. Jackson called Mr. Hurt on his cell phone, and Mr. Hurt requested that I file another request in writing, since I had advised Ms. Jackson in a previous email that I had received the requested documents, and he wanted to maintain a clear record of what documents were given to the Commission on Ethics. I wrote a short request for some additional records (the contact information for all RBHA commission members and staff), and a copy of the check and invoice for the March 2012 extermination of the RBHA building, since it was paid to the same person Commissioner Taylor stated he paid for extermination services in September. Ms. Jackson promised to provide the information from her files as soon as she could. I waited approximately two weeks from our meeting for Commissioner Taylor to give me the requested information. After this period, I made several telephone calls to his residence (the only contact number I had), and left messages each time. On Friday, May 4, 2012, I was contacted via telephone by Commissioner Taylor, who advised me that he would send his response in the form of a letter within a week.

In continuing my inquiry, I reviewed a copy of the invoice and RBHA check that were provided to me by Ms. Jackson via fax on April 30, 2012. The \$1,000 check was made out in the name of Carlton Donnelle, Jr., for "extermination services." This check was listed as check #1146, and dated March 16, 2012. The "invoice" listed the following information. The word "Proposal" was in the header, followed by "Customer: Riviera Beach Housing Authority", "Job address: 2014 W 7<sup>th</sup> Court," and "Job description: fumigate inside of residence." Next were the words "Total \$1,000," and finally, at the bottom on three separate lines were: "GEDC," "C6C1508383," and "561-3714089." Nowhere on this document does it list the name of the person to be paid for the service. Believing that "C6C1508383" could be a commercial license number, I checked the online database of the Florida Department of Professional Regulation ([www.myfloridalicense.com](http://www.myfloridalicense.com)) and the Palm Beach County Department of Planning, Zoning and Building ([www.pbcgov.com/pzb/contractors](http://www.pbcgov.com/pzb/contractors)), and was unable to match this number to any license or person/entity.

I called the telephone number listed on the proposal, and got the voice mailbox of "Michael Wells." I attempted another contact with this telephone number on Tuesday, May 8, 2012, and a man identifying himself as Michael Wells answered. Mr. Wells stated he was a carpenter by trade, and knew nothing about extermination work at the office of the RBHA. However, he did state that his son (also Michael Wells) had used this cell phone for a while. He told me that he would have his son contact me at my office. Mr. Wells did advise that he knew Joseph Jerome Taylor, but that he had never done any work for him or RBHA.

On Tuesday, May 8, 2012, I received a four (4) page letter from Commissioner Taylor dated May 7, 2012. The letter was addressed to me, and copied to COE Executive Director Alan Johnson, the RBHA Board of Directors, Mayor Thomas Masters, and COE Commissioner Edward Rogers (although this name was blacked out). A copy of this letter is submitted to the file.

The letter listed the reference as, "Request for records from Riviera Beach Housing Authority," which appears to be regarding my written request for records for RBHA. In this letter, Commissioner Taylor reiterates that he suffers from Aphasia, discusses the history of the RBHA and his part in it, makes several comments as to the time, money and assets he has donated to the RBHA, and discusses the four (4) NSA homes that were readied for the open house event. He states that he paid \$1,500 for this work to be done (although he was reimbursed only \$950 from RBHA), and that the people he used to provide this service work for other companies during the week (a cleaning



company and an extermination company). Commissioner Taylor also advises that “the exterminator is not licensed.” He does not provide any of the names or contact information for either the cleaner or the exterminator to allow me to verify this information.

Commissioner Taylor goes on to state that he does not have the required documentation for two (2) purchases, and that he is “pleading no contest to both of them for the following reasons:”

1. “In my four years as a board member of good standing, I am stating that the two items in question total \$1,000 and \$950 for work done for the authority.”
2. “The two different purchases total \$1,950.”
3. “Please note the following facts as specified by the Commission on Ethics, Palm Beach County, Paragraph F.2. of Section 111, stating:

“An emergency exists that seriously threatens the public health, welfare, safety or endangers property, or would otherwise cause serious injury to the residents/employees of the RBHA, as may arise by reason of an act of nature such as hurricane, flood, or earthquake; epidemic; riot; equipment failure; serious need of supplies, services or construction such that the need cannot be met through any other procurement methods, and time is of the essence. The emergency procurement shall be limited to those supplies, services or construction necessary to address the emergency.”

“These two services address the requirement.”

Commissioner Taylor then goes on to describe other issues that he resolved for the RBHA, and that he will present at least 20 additional issues he has resolved for the RBHA since being on the board. There is no listing of where this specific information was gleaned from by Commissioner Taylor, but it is likely from the RBHA by-laws or Policies.

It should be noted that no portion of this letter provides the information I requested concerning who specifically was paid to clean or provide pest control services for the four (4) NSP homes in September 2011. Therefore there is no way to verify Commissioner Taylor’s statement that the funds he received from the RBHA in the form of a \$950 check on January 20, 2012 was to reimburse him for payment of these workers at this time. What is clear is that Commissioner Taylor received this payment on January 20, 2012, and the following month at the February 13, 2012 regular RBHA meeting, he voted to approve the financial statement for January 2012, which included this payment. This vote itself violates Section 2-443, *Prohibited conduct*, and more specifically Section 2-443(c), *Disclosure of voting* conflicts. Under this section of the code, an official is required to refrain from participation and discussion about a matter that would result in a special financial benefit, abstain from voting on the matter, and file a state required Form 8B regarding his abstention. While there is no indication he participated in the discussion as listed in the February 13<sup>th</sup> meeting minutes, he did vote on the acceptance of this financial statement (and ratification of the \$950 and \$1000 payments) as indicated by the recording of the vote in the minutes as being 5-0, with no abstention listed.

- **Documents submitted to file**

1. Copy of email from RBHA Commissioner Rodney Roberts, listing the allegation that RBHA Commissioner Joseph Jerome Taylor voted on a matter that was of financial benefit to him on February 13, 2012. (1 page)
2. Copy of email from Mark Bannon, Investigator, COE to RBHA Commissioner Rodney Roberts dated March 28, 2012, sent in response to his initial email. (1 page)
3. Copy of RBHA Financial statement for January 2012, as offered for a vote at the February 13, 2012 RBHA regular meeting, listing a payment of \$950 to Joseph Jerome Taylor on January 20, 2012. (3 pages)

4. Copy of check #1002 for \$950 dated January 20, 2012 from the RBHA bank account payable to Joseph Jerome Taylor for extermination services for four (4) NSP homes, as well as an invoice submitted by Commissioner Taylor for this payment. (2 pages)
5. Copy of check #1146 for \$1,000 dated March 16, 2012 from the RBHA bank account payable to Carlton Donnelle, Jr., for extermination services for the RBHA office located at 2014 W. 7<sup>th</sup> Court, as well as an invoice submitted for this payment. (2 pages)
6. Listing of the current RBHA commission members, and RBHA Executive Director John Hurt, as well as contact information. (1 page)
7. Copies of an email request for documents from Mark Bannon, Investigator, COE to RBHA, sent on April 17, 2012, and a copy of a handwritten request from Mark Bannon to RBHA for additional documents dated April 26, 2012, and personally delivered to RBHA. (2 pages)
8. Copies of locations and ownership details from Mapquest ([www.mapquest.com](http://www.mapquest.com)) and the PBC Property Appraiser website ([www.pbcgov.com/papa/Asps/PropertyDetail](http://www.pbcgov.com/papa/Asps/PropertyDetail)) for the four (4) NSP homes owned by RBHA, located at: 1042 Center Stone Ln., Riviera Beach, FL 33404-1826; 167 E. 23<sup>rd</sup> St., Riviera Beach, FL 33404-4509; 199 E. 29<sup>th</sup> Ct., Riviera Beach, FL 33404-2309; and 194 E. 30<sup>th</sup> St., Riviera Beach, FL 33404-2350. (8 pages)
9. Copy of Section 421.04, Florida Statutes (2011), *Creation of housing authorities*, indicating the authority under which the RBHA was created. (1 page)
10. Copy of minutes from the May 7, 2008 regular meeting of the City of Riviera Beach Council in which the Council approved the appointment of Joseph Jerome Taylor to the RBHA. (3 pages)
11. Copy of minutes from the November 16, 2011 regular meeting of the City of Riviera Beach Council in which the Council approved the appointment of Rodney Roberts to the RBHA. (3 pages)
12. Copies of RBHA minutes from meetings for the following dates: March 13, 2012; February 13, 2012; December 13, 2011; October 11, 2011; September 5, 2011; September 2, 2011; June 2, 2011; July 28, 2012; August 9, 2011; and August 25, 2011.
13. Copy of information from the Florida Division of Corporations website ([www.sunbiz.com](http://www.sunbiz.com)), listing the Riviera Beach Housing Authority as an inactive, non-profit corporation, located at 2017 W. 17<sup>th</sup> Ct., Riviera Beach, FL 33404. (The RBHA non-profit corporation is listed as being administratively dissolved on September 23, 2011, for failure to file an annual report). (2 pages)
14. Copy of definition of the medical term "Aphasia," as listed in the "Medical Dictionary Online" website, [www.online-medical-dictionary.org](http://www.online-medical-dictionary.org) (1 page)
15. Copy of an article from the South Florida Times newspaper, discussing the RBHA "open house" event, and the RBHA NSP homes. No date is given for the article or the event. (2 pages)
16. Letter dated May 7, 2012, from Joseph Jerome Taylor to Mark Bannon. (4 pages)
17. Miscellaneous background and other documents concerning RBHA, Joseph Jerome Taylor, and general issues concerning the inquiry.

- **Legal Analysis**

The following portions of the Palm Beach County Commission on Ethics and Code of Ethics ordinances are relevant to this Inquiry:

**Section 2-254. Creation and jurisdiction.**

The Palm Beach County Commission on Ethics (hereinafter "commission on ethics") is hereby established. The jurisdiction of the commission on ethics shall extend to *any person required to comply with the countywide code of ethics*, the county lobbyist registration ordinance, and the county post-employment ordinance... (Emphasis added)

**Section 2-442. Definitions.**

*Official or employee* means any official or employee of the county or the *municipalities located within the county, whether paid or unpaid*... The term "official" shall mean members of the board of county commissioners, a mayor, members of local municipal governing bodies, and *members appointed by the board of county commissioners, members of local municipal governing bodies or mayors or chief executive officers*



that are not members of local municipal governing body, as applicable, *to serve on any advisory, quasi judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.* (Emphasis added)

Joseph Jerome Taylor was appointed by Mayor Thomas Masters to the RBHA. This appointment was ratified by a unanimous vote of the Riviera Beach City Council at a regular meeting on May 7, 2008. Although the RBHA was created pursuant to state law under §421.04, *Creation of housing authorities*, Florida Statutes, because Joseph Jerome Taylor was appointed by the Mayor of Riviera Beach, and this appointment was ratified by the City Commission, he is an "official," as defined within §2-442, *Definitions*, of the Palm Beach County Code of Ethics. Thus, Joseph Jerome Taylor became subject to the provisions of the PBC Code of Ethics pertaining to "officials," as of June 1, 2011, when the City of Riviera Beach came under the jurisdiction of the PBC Commission on Ethics.

**The following sections of the Palm Beach County Code of Ethics are relevant to this inquiry.**

**Section 2-443(a), *Misuse of public office or employment***, states in relevant portion:

*An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities:* (Emphasis added)

- (1) Himself or herself;

Section 2-443(a)(1) prohibits an official or employee of the county from using his or her official position in a manner so as to gain a "special financial benefit" not available to similarly situated members of the general public, for themselves. Payment of \$950 was made to Commissioner Taylor by RBHA on January 20, 2012 by check. While Commissioner Taylor has maintained that this payment was as reimbursement for services to RBHA that he paid for, he has failed to provide the necessary information to verify this claim, and this payment was made upon his insistence and the submitting of an invoice for this payment to RBHA staff.

**Section 2-443(c) *Disclosure of voting conflicts***, states in relevant portion:

*County and municipal officials as applicable shall abstain from voting and not participate in any matter that will result in a special financial benefit as set forth in subsections (a)(1) through (7) above. The official shall publicly disclose the nature of the conflict and when abstaining from the vote, shall complete and file a State of Florida Commission on Ethics Conflict Form 8B pursuant to the requirements of Florida Statutes, §112.3143. Simultaneously with filing Form 8B, the official shall submit a copy of the completed form to the county commission on ethics.* (Emphasis added)

**Section 2-443(d). *Contractual relationships***, states in relevant portion:

*No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business.* (Emphasis added)

**Section 2-443(e), *Exceptions and waiver***, states in relevant portion:

The requirements of subsection (d) above *may be waived as it pertains to advisory board members* where the advisory board member's board is purely advisory and provides regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction....

In September 2011, Commissioner Taylor claims to have provided services through an as yet unknown source for RBHA pertaining to the cleaning and pest control services for four NSP homes owned by RBHA. In January, 2012, Commissioner Taylor submitted an invoice for payment of \$950 to RBHA for this work. On February 13, 2012,

Commissioner Taylor voted to approve a RBHA financial accounting document, which listed the payment to him personally by the RBHA, which created a financial conflict of interest. Because RBHA is not an advisory board (it was created under state law and is independent of the City of Riviera Beach) he is an "official" under the Code, not an advisory board member, so any waiver provision to cure this conflict would not have been applicable, even had Commissioner Taylor sought such waiver from the City Council (which he did not.) Further, he neither disclosed this conflict, nor abstained from voting on the issue of his payment when presented to the RBHA, which he was required to do under the Code of Ethics. Commissioner Taylor also failed to file the required state Form 8B within the time frame allowed under state law, and failed to send a copy to the Palm Beach County Commission on Ethics, as required under the Code.

It should also be noted that while the open house event was held on July 12, 2011, and Commissioner Taylor did not become ill until September 14, 2011, he did not submit his invoice for payment during this two-month period, waiting until January 2012 to request payment, after recovering from his illness.

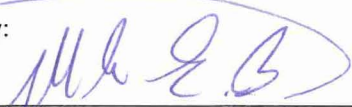
- **Conclusion**

Commissioner Taylor in a sworn statement to this investigator admitted to accepting payment of \$950 for services rendered to the RBHA. His defense to this action is that he was seeking only reimbursement for payments he had made to persons providing these services, and that it was done under emergency conditions because of a pending event. However, Commissioner Taylor has failed to provide the names and contact information of the individuals he claims to have paid or provide any documentation showing these monies to have been expended as stated. The check in question was made payable directly to him personally.

Further, at the February 13, 2012 meeting of the RBHA, the RBHA commissioners were given the January 2012 financial statement for approval which listed this financial payment to Commissioner Taylor. Because this financial statement listed a financial benefit to Commissioner Taylor, under the PBC Code of Ethics, Commissioner Taylor was required to not participate in the discussion of this matter, to abstain from voting on the matter, and to file a disclosure of conflict document (Form 8B) with the Florida Commission on Ethics, and to have a copy sent to the PBC Commission on Ethics. He failed to abstain from the vote, and to file the required disclosure, in violation of the Code of Ethics.

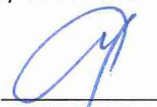
Based on the above information, the allegations by Commissioner Rodney Roberts against Commissioner Joseph Jerome Taylor and additional information uncovered during the initial inquiry, if true, would constitute a violation of one or more provisions of the PBC Code of Ethics, and therefore there is **LEGAL SUFFICIENCY** to conduct an investigation into this matter. I would recommend that a formal investigation of this matter be commenced.

Submitted by:

  
\_\_\_\_\_  
Mark E. Bannon, Investigator  
PB County Commission on Ethics

5/18/2012  
Date

Reviewed by:

  
\_\_\_\_\_  
(Initials)

05/18/2012  
Date



## MEMORANDUM OF LEGAL SUFFICIENCY

To: Commission on Ethics  
From: Alan Johnson, Executive Director  
Re: Case Number AN 12-006 – Joseph Jerome Taylor, Riviera Beach Housing Authority

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- **Recommendation**

Regarding Respondent, Joseph Jerome Taylor, Commissioner, Riviera Beach Housing Authority, the Commission on Ethics Staff recommends a finding of LEGALLY SUFFICIENT be entered in case number AN 12-006.

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

- **Background**

This matter came to the attention of the Commission on Ethics (COE) staff through an email dated March 28, 2012, and addressed to Riviera Beach Mayor Thomas Masters. This email was sent to Mayor Masters from Rodney Roberts, Commissioner, Riviera Beach Housing Authority (RBHA), and was forwarded to COE Staff by Commissioner Roberts. The email contains an allegation by Commissioner Roberts concerning another RBHA commissioner, Joseph Jerome Taylor. Commissioner Taylor is the current Chairperson for RBHA. The allegation states that Commissioner Taylor has been financially compensated for services to RBHA, and that such compensation is both unethical and against U.S. Housing and Urban Development policy, from which RBHA receives much of its funding. The letter asks Mayor Masters to remove Commissioner Taylor from his appointed position on the RBHA, and that the funds paid to Commissioner Taylor, be returned to the RBHA. No other documentation was attached to this email, nor was any specific information concerning this allegation provided.

- **Initial Inquiry**

Based upon the information presented in the email, an initial inquiry was undertaken pursuant to Commission on Ethics Rule of Procedure 4.1.2. Documentation was obtained from the Riviera Beach Housing Authority (RBHA), including copies of the invoice submitted to RBHA by Commissioner Taylor for payment, the check made payable to him from RBHA for \$950, copies of RBHA minutes, including those for a meeting held on February 13, 2012 in which Commissioner voted on the acceptance of the financial accounting that included this payment, and other relevant documents. In determining whether or not there is sufficient information based upon facts which *have been sworn to as true by a material witness or witnesses* to support a finding of legal sufficiency, staff investigator Mark Bannon interviewed witnesses with knowledge and obtained these relevant documents. The information obtained, if true, would support the offenses alleged and provide a sufficient basis to institute a complaint in good faith.

- **Analysis**

Pursuant to Chapter 2, Article V, Division 8, §2-258(a), the jurisdiction of the commission on ethics extends to the county code of ethics, county post-employment and lobbyist registration ordinances. Violations of §2-443(a) (Misuse of office), §2-443(c), (Disclosure of Voting Conflicts) and §2-443(d), (Contractual Relationships) of the Code of Ethics are also within the jurisdiction of the Palm Beach County Commission on Ethics. The Commission on Ethics also has personal jurisdiction over Commissioner Joseph Jerome Taylor as a member of the Riviera Beach Housing Authority, appointed by the Mayor of the City of Riviera Beach and approved by the City Council, making him an “official” under the Code and subject to the Palm Beach County Code of Ethics.

Applying the available documents to the Code of Ethics, we review the facts to determine whether reliable information points to actions that may violate the Palm Beach County Code of Ethics:

**Section 2-443(a), *Misuse of public office or employment***, states in relevant portion:

An *official or employee shall not use his or her official position or office*, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a *special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities*: (Emphasis added)

- (1) Himself or herself;

**Sec. 2-443(c). *Disclosure of voting conflicts***, states as follows in relevant portion:

- (c) *Disclosure of voting conflicts*. County and municipal officials as applicable shall abstain from voting and not participate in any matter that will result in a special financial benefit as set forth in subsections (a)(1) through (7) above. The official shall publicly disclose the nature of the conflict and when abstaining from the vote, shall complete and file a State of Florida Commission on Ethics Conflict Form 8B pursuant to the requirements of Florida Statutes, §112.3143. Simultaneously with filing Form 8B, the official shall submit a copy of the completed form to the county commission on ethics.

**Sec. 2-443(d). *Contractual relationships***, states as follows in relevant portion:

- (d) *Contractual relationships*. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business.

The sworn testimony and documentation provided does on its face allege violations of §2-443(a), (c) and (d). Commissioner Taylor submitted an invoice for payment of \$950 for services he provided to the Riviera Beach Housing Authority, and received a check as payment from RBHA on January 20, 2012. Commissioner Taylor claimed that these funds were a reimbursement for payments he made to at least two persons who completed work for RBHA, but has refused to reveal the names of these workers, or provide documentation to verify that information. Further, at a meeting of the RBHA held on February 13, 2012, Commissioner Taylor voted to accept the financial accounting submitted to RBHA which included this payment, failed to disclose this financial conflict at this public meeting, failed to abstain from voting, and failed to file the required Form 8B (Disclosure of voting conflict).

- **Conclusion**

Because sufficient information is provided by the submitted documents and sworn interviews, reasonable inferences from those documents and interviews, if true, could support a violation of the code of ethics, case number AN 12-006 against Respondent, Joseph Jerome Taylor, is **LEGALLY SUFFICIENT**. Therefore, an investigation into this matter should proceed.

By:   
Alan S. Johnson, Executive Director  
Florida Bar # 223352  
Commission on Ethics  
2633 Vista Parkway  
West Palm Beach, FL 33411  
(561) 233-0724

05/18/2012  
DATE



PALM BEACH COUNTY COMMISSION ON ETHICS

## MEMORANDUM OF INVESTIGATION

To: Alan S. Johnson, Executive Director  
From: Mark E. Bannon, Investigator  
Re: C12-003 – Joseph Jerome Taylor, Commission Chair, Riviera Beach Housing Authority (RBHA)

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- **Background**

On May 18, 2012, a Memorandum of Inquiry (AN 12-006) was presented to Commission on Ethics (COE) Executive Director Alan Johnson for his review. Director Johnson determined that the information presented in the Inquiry was LEGALLY SUFFICIENT to require a formal investigation into this matter. This same date, a Memorandum of Legal Sufficiency was issued and a formal Complaint was filed by Director Johnson under case number C12-003 regarding this matter. A formal investigation was then commenced by COE staff investigator Mark Bannon.

- **Witnesses interviewed for initial inquiry (AN 12-006) and/or formal investigation (C12-003)**

1. Rodney R. Roberts, Commissioner, RBHA
2. Sharon K. Jackson, Deputy Director, RBHA
3. John W. Hurt, Executive Director, RBHA
4. Joseph Jerome Taylor, a.k.a., J. Jerome Taylor (Respondent), Commissioner & Chair, RBHA
5. Artice Cobb, Commissioner, RBHA
6. Carlton K. Darville, Jr.
7. Delvin Thomas, Commissioner & Vice-Chair, RBHA

- **Investigation**

All information supplied in Inquiry AN 12-006, including the Memorandum of Inquiry, is incorporated by reference into this investigative report.

In my continuing attempt to identify the two (2) individuals who Commissioner Taylor advised he paid for work at the four (4) Neighborhood Stabilization Program (NSP) homes prior to the July 12, 2011 "Open House," I began with the name "Carlton Darville, Jr." Mr. Darville was the person who received a check for \$1,000 from the Riviera Beach Housing Authority (RBHA) for extermination services on March 12, 2012. This payment, according to RBHA Assistant Director Sharon Jackson, was made for extermination services at the RBHA building, and had been issued by Jackson under the direction of RBHA Executive Director John Hurt and left for delivery to Darville by Commissioner Taylor. At a later time, a document was supplied by Taylor at the request of Mr. Hurt as an invoice for this work. As noted in the inquiry, this document was entitled, "Proposal," and was given to Hurt by Commissioner Taylor some time after the extermination work was completed. This document noted that the charge for the work was \$1,000. At the bottom of this document were the letters, "GEDC," followed on the next line by, "C6C15008383," and the following telephone number, "561-371-4089." As stated in my initial inquiry memorandum, this number is registered to a Michael Wells. In contacting Mr. Wells, he advised he did not know anyone named Carlton Darville. He further stated that he was not in the pest control business and did no work of any kind for the Riviera Beach Housing Authority.

The Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services (AES) is responsible for licensing and compliance in the pest control field. Their website ([www.flaes.org](http://www.flaes.org)) states that Florida law requires all persons who use pesticides in a commercial manner must be a licensed pesticide applicator as certified by AES. This certification requires passing a state examination. The website also allows a search of all active "Licensed Pesticide Applicators." A search of this site by both name (Carlton Darville, Jr.) and

the number listed on the proposal (C6C1508383), which appears to be a license number, resulted in no record being found for a Pesticide Applicator's license on file. When this is considered in tandem with the information listed in Commissioner Taylor's May 7, 2012 letter to me, in which he states; "PLEASE BE ADVISED THAT THE EXTERMINATOR IS NOT LICENSED AND I DON'T KNOW THE LAWN GUY'S NAME" it appears likely that an unlicensed pest control operator was used for the work on the RBHA building, and possibly the four (4) NSP homes as well. We do know that Carlton Darville, Jr. was the person who was paid \$1,000 for exterminating services in March 2012, and therefore will need to be contacted and interviewed as to this payment. (Commissioner Taylor's reference to the "lawn guy" in his letter probably refers to the person that Carlton Darville later stated he observed cutting a portion of the grass area near the RBHA office on March 16, 2012 while Darville was completing the pest control spraying at the RBHA office.)

In researching Carlton Darville, Jr., beyond the Department of Agriculture licensing site, I was able to find some documents on the PBC Clerk and Comptroller website ([www.mypalmbeachclerk.com](http://www.mypalmbeachclerk.com)) concerning a 2011 court case concerning Carlton Krist Darville, Jr., listing the address of 1748 Essex Lane, Riviera Beach, Florida. A check of the PBC Property Appraiser's website ([www.pbcgov.com/papa](http://www.pbcgov.com/papa)) revealed that the owner of the home at this address was Belinda R. Darville, who purchased the property in 2002. Further research on the PBC property Appraiser's website listed two properties owned by Carlton K. Darville, Sr. One was listed at 1113 Center Stone Lane, Riviera Beach, FL 33404. The second was listed at 5232 Pine Abby Drive South, in unincorporated West Palm Beach. This property listed the Center Stone address as the mailing address as well. It appears on the surface that he may be the father of Carlton K. Darville, Jr. COE Investigator James Poag was able to locate relevant addresses and telephone numbers listed in the "White Pages" website ([www.whitepages.com](http://www.whitepages.com)). The address listed for Carlton K. Darville, Jr., on this database as well was listed as 1748 Essex Lane, Riviera Beach, FL 33404, and the associated telephone number was (561) 844-0647. Several calls to this number resulted in no contact as the number simply rang several times without answer. The telephone number listed for Carlton K. Darville, Sr. at 1113 Center Stone Lane, (561) 841-0527 also resulted in no contact. Both numbers have been called numerous times over the course of this investigation with the same result.

On May 21, 2012, at about 10:00 AM, I drove to the Center Stone Lane address, but discovered it was located in a gated community, and was denied access by the guard. However, the gate guard did make contact with Carlton Darville Sr., via telephone at an unknown number from the guardhouse, and I was able to speak to him. Carlton Darville Sr., identified himself as the father of Carlton Darville, Jr., but was very evasive in answering my questions concerning a contact number for his son. He did advise that his son was not a pest control worker. He stated that he would contact his son, give him my telephone number and information, and that his son could call me if he wished. I also drove to the address listed at 1748 Essex Drive, Riviera Beach, FL, but was unable to contact anyone at this address. I left my business card in the door of the home asking to be contacted by Carlton Darville, Jr.

- **Interview with Artice R. Cobb, Jr., Commissioner, RBHA**

The interview with RBHA Commissioner Art Cobb was tape recorded, and conducted under oath at the COE office. The interview began at 9:53 AM, and was concluded at 10:40 AM on Thursday, May 31, 2012. Commissioner Cobb identified himself as Artice R. Cobb, Jr., Commissioner with the Riviera Beach Housing Authority (RBHA). He was then placed under oath, and acknowledged that he was speaking under oath.

Commissioner Cobb stated that he knows Commissioner J. Jerome Taylor as a RBHA commissioner, and the past and present chair of that commission. Commissioner Cobb has been on the RBHA since September, 2010. The main function of the RBHA, which he stated are appointed by the Mayor and City Commission of Riviera Beach, is to serve as an advisor to the City Commission concerning housing funds provided to the RBHA by the U.S. Department of Housing and Urban Development (HUD). These funds are for use in providing housing to elderly and lower income residents of the City. They are presently receiving funds from HUD through Palm Beach County Housing Division which are used in the Federal Neighborhood Stabilization Program (NSP) to provide affordable housing. They currently have four (4) homes that have been refurbished under this program for lease to persons and families that meet the required standards under the NSP Program.



We discussed the "open house" for these properties held on July 12, 2011. Commissioner Cobb advised that he did not attend this function because he was out of state during that time. He was aware that the RBHA did authorize this open house. Further, Commissioner Cobb was in charge of the NSP Program as the Interim Director of RBHA from March 2011 to June 2011, because of his background in construction management. He advised he spent twenty-five years in this field for Palm Beach County. Therefore, he was the RBHA representative in the overall project management for the Board. He was responsible to make sure that the four (4) NSP properties were made ready for occupancy. Mr. Hurt became the Executive Director on June 1, 2011. The clean-up was not under Cobb's control, but he believed that was the only thing left to be done for the open house. He spent considerable time explaining to Mr. Hurt the status of each home prior to Hurt assuming the duties as Executive Director on June 1<sup>st</sup>, but was not involved in or present for the clean-up phase. That duty fell to the new executive staff of John Hurt and Deputy Director Sharon Jackson.

Commissioner Cobb stated that he did not know who specifically completed the construction clean-up or extermination work on the homes. He left town around June 15<sup>th</sup> and returned on or about July 15<sup>th</sup>. Upon his return, Commissioner Cobb reviewed the "accounts payable" documents provided by Ms. Jackson, which indicated that there was some work done during his absence. That is why he was aware of the clean-up, although he knew it had to be done after any construction project is completed. I showed him a copy of the accounts payable report for January 2012, and pointed out the \$950 check made out to J. Jerome Taylor listed on this document. I asked him if there were any discussions at the February meeting concerning this expenditure. He advised that there were. Commissioner Cobb stated that he had some concerns about the expenditure, during his meeting with staff prior to the regular RBHA meetings. He regularly meets with staff prior to RBHA meetings and does so as to avoid prolonging these meetings. Chairman Taylor was present at this meeting. Commissioner Cobb stated that there was extensive discussion by one Commissioner in particular about this specific expenditure. Staff explained during his pre-meeting that this was a reimbursement to Commissioner Taylor for work that had been done for the open house, and that Commissioner Taylor had paid for himself. At the regular meeting, one Commissioner asked what the \$950 was for, and it was reiterated that it was a re-imbursement for some extermination work at the four NSP homes. Commissioner Cobb pointed out to me that staff's responsibility is to hire certified exterminators, licensed by the state for such work. However, he did not know who did the extermination work listed on the expenditure report. The check, check requisition or available backup information was not attached to the expenditure report given to the commissioners to approve. He did not see these items, but relies on staff to make sure that expenditures are properly documented and correct.

We had a short discussion about the fact that Commissioner Taylor had voted at the February meeting on his own reimbursement of \$950. I next pointed out that this work was done in July 2011. That according to Commissioner Taylor, he did not fall ill until September 2011, two (2) months later. And that he did not ask to be reimbursed until January 2012. I then asked if he knew why Commissioner Taylor waited so long to ask for reimbursement. Commissioner Cobb advised that he did not know the answer to that question. He stated that based on his experience in the field and dealing with government contracts, if he knew of a person who could do work for RBHA, the proper procedure in his estimation would be to refer that person to the administrative staff, so that they have an opportunity to inquire as to the qualifications of the proposed worker.

Commissioner Cobb then stated that he saw another person's name appear on a \$1,000 transaction that also did not have back-up paperwork. I asked him if the name was "Carlton Darville," to which he replied yes. However, he stated he does not know Carlton Darville, although he knows eighty-five percent (85%) of the people in Riviera Beach. Commissioner Cobb then related that he has known Commissioner Taylor for over 20 years, and is concerned about his health. He believes that Commissioner Taylor was trying to expedite the process of work that needed to be done. However, Commissioner Cobb also believes that the rules have to be followed.

We then had further discussions concerning whether Commissioner Taylor entered into an improper contract with the RBHA, but Commissioner Cobb could not provide any additional information as to this issue. I asked him where Commissioner Taylor may have gotten \$950 if he is on a pension. Commissioner Cobb did not have any information of Commissioner Taylor's finances. He advised that at the last meeting of RBHA, he was elected vice-



chair (Commissioner Thomas' term expired), and that Commissioner Taylor was re-elected as Chair of the RBHA; but that he had some concerns as to Commissioner Taylor's health and his ability to be the chair.

At 10:40 AM the interview was ended.

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Believing that Carlton Darville, Jr., could provide significant information concerning this investigation, I continued my background investigation in an attempt to identify and locate this key witness. I went to the PBC Courthouse and personally reviewed records which seemed to verify that Carlton K. Darville, Jr. resided at the 1748 Essex Lane address previously mentioned. On June 5, I prepared a letter to Mr. Darville advising that it was imperative that I speak to him about this matter. This letter was hand delivered to the Essex Lane address and placed on the front door. A few days later, I received a telephone call from Mr. Darville, who agreed to meet with me after work to give a statement. A time was agreed on for this interview, Wednesday, June 13, 2012 at 6:00 PM the COE office.

- **Interview with Carlton K. Darville, Jr.**

The interview with Carlton K. Darville, Jr. was tape recorded, and conducted under oath at the COE office. The interview began at 5:13 PM, and was concluded at 5:36 PM on Wednesday, June 13, 2012. Mr. Darville identified himself as Carlton Darville, residing at 1748 Essex Lane, Riviera Beach, Florida. He was then placed under oath, and acknowledged that he was speaking under oath, that the interview was voluntary. Mr. Darville stated that he was employed by Red Bull Distributing, and also attended college part-time at night to study accounting.

I then discussed the \$1,000 check that he had received from the Riviera Beach Housing Authority (RBHA) that I had listed in the letter he received from me. I also showed him a copy of this check from my file. Darville acknowledged that he recognized this check. I asked him if he knew J. Jerome Taylor. He replied that he did know him as a friend of the family, and has known him since he was a small boy. He is not related to Taylor.

We then began discussing the \$1,000 check issued to him by the RBHA on March 16, 2012. He acknowledged that he had received this check directly from Taylor on a Saturday morning. I asked him why he had been given this check. He replied that it was for, "Some work that I did for him." I next pointed out that the check was from the RBHA, and asked what kind of work he done for the \$1,000. He replied that he was paid for spraying pesticide chemicals in the RBHA building. He also acknowledged that he was not a licensed commercial pesticide worker, nor had he ever had such a license. When asked how he came to obtain this employment, he stated "Well, I've done it with him before. He does it in his spare time so that's how I did it." Darville stated that he did not know if Taylor was licensed to use pesticides. When I asked where he obtained the chemicals to spray, he advised me that Taylor provided the chemicals and the equipment. Darville stated that Taylor had contacted him about doing the work, and that he sprayed the chemicals in the attic area of the building. It took between 3-5 hours to complete the job using Taylor's electric powered spraying machine. When I asked if he saw any infestation of insects while in the attic, he replied that he did not have a flashlight and the area was dark, so he may not have seen them even if they were there.

I next asked him how the price of \$1,000 was negotiated for this job. He replied that he was told by Taylor that he would be paid \$500 for the job. When I asked why he was paid \$1,000, he said that Taylor had someone else working on the lawn area, and he must have paid them as well. Darville then stated, "I don't know how much they got but, I know I got \$500 and he took the other half and paid the other people with it." I asked him to explain how Taylor could pay other people with one check. Darville stated that he personally cashed the check at his bank and gave \$500 of the money back to Taylor. He also said he saw a man cutting the grass and trimming the bushes at the RBHA office, so the \$500 given back to Taylor must have been to pay that man. He admitted he did not see Taylor pay this man any money. I asked him if he, as an accounting major, thought it was strange that Taylor would offer to pay him \$500 for work, give him a check for \$1,000, and ask him to return \$500 to him to pay someone else, when it would have made more sense to simply write two separate checks. Darville replied no, it did not seem strange to him. I asked Darville if he had ever done "side work" for RBHA or Taylor before. He replied yes, but not in awhile. I then asked if he had ever before been paid with a check for twice the amount he



was owed for a side job, and then asked to cash the check and to return half of the money. Darville admitted that this had never happened before, but still maintained that he did not think this was odd.

I next showed Darville a document from my file entitled "Proposal," which discussed the spraying of the RBHA building, at a cost of \$1,000. Darville stated he did not create or submit this document, and had never seen it before. He could not identify any of the information listed on this document concerning what appeared to be a commercial license number, and said he did not recognize the telephone number at the bottom of the document. Darville stated that the work was done on that Saturday morning, but was not sure of the time. When questioned about any other exterminating work he had done for RBHA, he stated he may have done some. He went on to explain that he sprayed the attic areas of two (2) other houses that same month [March 2012] for Taylor. He was paid \$75 cash per home at that time, and that it took about an hour per home to complete the spraying. Returning to the subject of the \$1,000 check cashed on March 16<sup>th</sup>, we discussed again that the check had been given to Darville directly by Taylor. Darville stated that also Taylor accompanied him to the his bank, the TD Bank at Congress Avenue and Blue Heron Blvd., and after Darville cashed the check, he returned \$500 of the money to Taylor. He then dropped Taylor back off at the RBHA office. He did not actually see Taylor pay the man cutting grass any money, and is not sure the man was still there when they returned. He insisted that he gave \$500 of the money from the check he cashed back to Taylor. Darville admitted that Taylor did not actually tell him what the purpose was of the \$500 that was returned to Taylor, and Darville never asked. Darville stated that he simply assumed it was to pay the man cutting grass, and stated "The man had to be paid." When I asked him how he knew the man had not already been paid, of how much he was paid, he stated he did not.

I asked Darville if he remembered the words used by Taylor regarding the check when he was explaining that \$500 had to be returned to him. Darville stated, "He told me to cash the check, take \$500 and give the rest, give him the other half." Darville stated he does not know what was done with the money he returned to Taylor. I then asked him if he had done extermination work for RBHA in July 2011 [prior to the open house for NSP homes]. Darville stated that he did not do any spraying at the other RBHA homes during July, but that he has done other side jobs for Taylor, such as landscaping work at his home.

I questioned Darville as to whether he had spoken to Taylor about this incident since he had completed the work on the RBHA office. He said that he told Taylor that I wrote him a letter saying that I wanted to speak with him, and that Taylor told him he needed to speak with me. Darville said he did not want to get involved, but he didn't want me to come to his job, so he contacted me and agree to speak to me.

After some discussion of other work he may have done for Taylor or RBHA, the interview was ended at 5:36 PM.

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I attempted to make contact with former RBHA Deputy Director Sharon Jackson in order to obtain a formal sworn statement from her. Jackson is the person who originated both the \$950 check paid to Respondent Taylor, and the later one for \$1,000 made payable to Carlton Darville. I wanted to obtain a formal sworn statement concerning these events, since I did not do so during our initial meeting at the RBHA office. I attempted to make contact with Jackson on her cell phone (561) 863-5617 on several occasions, but was unable to do so. After several more attempts, I was able to reach Ms. Jackson and arranged to meet her at the COE office on Tuesday, June 19, 2012 at 10:00 AM for an interview.

I was contacted via email by RBHA Commissioner Delvin Thomas in response to my email to him weeks earlier requesting an interview with him. We agreed that I would take his statement on Thursday, June 28, 2012 at 9:00 AM at the COE office as he was not available sooner. Sharon Jackson is one authorized signer of RBHA checks, and Commissioner Thomas is the second authorized signer.

- **Interview with Sharon K. Jackson, former RBHA Assistant Director**

The interview with Sharon Jackson was tape recorded, and conducted under oath at the COE office. The interview began at 10:19 AM, and was concluded at 10:42 AM on Tuesday, June 19, 2012.



Ms. Jackson acknowledged that she was under oath, and listed her home address as 913 39<sup>th</sup> Court, West Palm Beach, Florida, and that she was formerly employed as the Assistant Director of the Riviera Beach Housing Authority (RBHA) on a part-time basis from May 2011 until May 2012, when her contract ended. She is also a substitute school teacher in PB County. As the Assistant Director of the RBHA, Jackson advised that her duties included answering the telephone in the office, processing of paychecks and other checks, and handling the finances for the RBHA as well as paying all bills. She was one of two (2) authorized check signers on the NSP account, the other being Commissioner Delvin Thomas.

I showed her a copy of the Accounts Payable document for January 2012, listing the payment to J. Jerome Taylor, a document that she had supplied to me at my request sometime earlier. I then directed her to the listing on the document listing the check payment for \$950 to J. Jerome Taylor. Jackson stated that she did prepare this document and remembered this transaction. I next directed her attention to a copy of the actual check, at which time she acknowledged writing and signing this check. It was also noted at that time that the check had only one signature on it. Finally, I showed her a copy a document labeled "invoice" submitted for payment of \$950, and listing Taylor as the person to receive such payment, which she also recognized. When I asked her who had given her the invoice, she stated that she believed it was left in the office for her. She did write out a check to Taylor for \$950, signed it, and left it in an envelope with Taylor's name on it on the storm shutters outside of the building, because she was not sure if Taylor still had keys to the building since his illness. Previous discussions with Taylor concerning this check made it known to her that he wanted to pick-up the check and take it to Commissioner Thomas for the second signature. It was on a Friday evening, and it was getting late, so Jackson left the check for Taylor to present to Thomas. She does not know who actually picked up the check, and did not have any further discussions with Taylor about the check. She knows from her financial records that the check was paid, but is unsure whether the second signature was ever obtained, as she did not request a copy of the cancelled check from the bank.

I next showed Jackson a copy of the check for \$1,000 written on the RBHA account on March 16, 2012 to Carlton Darville, Jr. This check stated in the "notes" section of the check, "exterminating services." Jackson also recognized this check and stated that she wrote and signed this check, as well as placing "exterminating services" into the notes section. Jackson stated that on Saturday morning, March 16, 2012, RBHA Executive Director John Hurt called her and advised that Commissioner Taylor was going to have an exterminator spray the RBHA building, and that he needed a check for \$1,000 to pay for this service. She acknowledged again as she had during our initial meeting, that the building had a wasp problem. Hurt asked her to come into the office to write the check for this service and leave it for Taylor. Hurt further directed Jackson to leave a written message with the check asking for Taylor to supply information about the exterminator, including his pest control license number, so that they could complete an IRS Form W-9 for the payment. She went into the office that morning, wrote the check, wrote the memo asking for the exterminator's information, and left both on a table in the RBHA office. No one was yet at the office when she completed her work. She told me that she does not know the name Carlton Darville, nor to her knowledge has she ever met him.

I directed her attention to a document from my file entitled, "Proposal," where the \$1,000 cost of exterminating was listed. She stated that this document was not at the office when she wrote out the check, and was not left for her by Taylor, but was given to her at some later date by Mr. Hurt. She also could not identify any of the information from the document such as what appeared to be a license number, and a telephone number. She stated that some time after the spraying was completed, Mr. Hurt left it for her to put in the file. She did not obtain this document directly from Hurt, and that said that it was rare for her to be in the office at the same time as Hurt since both were part-time. She also told me that even after leaving the check and note for Taylor, he had not left any of the information she requested. She has had no conversations with Taylor since this incident, describing Taylor as being "very difficult" ever since he had returned from his illness, and that all communication between Jackson and Taylor has been through Hurt. She did state that during the initial telephone conversation, Hurt told her to make the check out to "Carlton Darville, Jr.," in the amount of \$1,000. No W-9 was completed since no information was left, and the "Proposal" document that appeared later did not have sufficient information to complete a W-9 Form.



I asked Jackson if she had any discussions with Hurt or Taylor about the cost of \$1,000 to do the extermination at the RBHA office. She replied that she believed that they were also supposed to re-do spraying at the NSP home on Center Stone [1042 Center Stone Lane], because that building was also having problems with wasps and ants. She believed that the family who leased that home from RBHA had recently had a baby, so there was some concern from the residents about the use of pesticide chemicals at the home. She also recalled at a meeting discussions about possible termites in the RBHA building. However, she did not discuss the reasonableness of the cost to spray the RBHA office with anyone.

I next discussed whether RBHA cuts the grass/weeds around the RBHA building. She stated that for some time RBHA had been leasing a portion of the RBHA property to a construction company, who would cut the grass and weeds generally about three (3) times per year. They had not cut the property since December 2011. There was no one cutting the grass on the RBHA when she arrived on that Saturday during the late morning. But when she returned to work the next week, she believed that about ten (10) feet of the grass area around the main building had been cut. She did not have any information of who cut the grass at the RBHA building.

After going back over the main points of her interview concerning the checks and documents, the interview was ended at 10:41 AM. I went back on the record from 10:42-10:43 AM to clarify a small issue concerning the grass cutting at RBHA. At this point, the interview was ended.

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Based on the information I received from Carlton Darville and Sharon Jackson, on June 19, 2012, I sent an email request for documents to RBHA Executive Director John Hurt under the public records law (Chapter 119, Florida Statutes), requesting copies of the following documents: (A copy of this request is submitted to the file)

1. Copies of the Rivera Beach Housing Authority (RBHA) Financial Accounts Payable document for account 4047 (NSP-1 account), for March, 2012, which should have been presented to the Commission for approval at either the April, May or June 2012 regular meeting of the RBHA.
2. A copy of the minutes for the commission meeting in which this document was submitted and approved by the commission.

I also requested that Mr. Hurt allow me to obtain a sworn statement from him concerning any information he may have about the current investigation. Mr. Hurt replied by email that he would be available in the RBHA office on Wednesday – Friday, June 20-22, and would gather those documents for me. In a later telephone call to Hurt, we agreed to meet at the RBHA office at 1:00 PM on Thursday, June 21, 2012. Upon my arrival at the RBHA office that day, Mr. Hurt provided me with the documents I had requested, and agreed to give a sworn statement.

- **Interview with John W. Hurt, RBHA Executive Director**

The interview with John Hurt was tape recorded, and conducted under oath at the RBHA administrative office. The interview began at 1:10 PM, and was concluded at 1:43 PM on Thursday, June 21, 2012. Mr. Hurt acknowledged that he understood that he was under oath, and that the statement was given voluntarily.

I showed Hurt the check requisition and RBHA check #1002 for \$1,000 made payable to J. Jerome Taylor, as well as the “invoice” submitted by Taylor for payment. Hurt advised he recognized it as a RBHA check, verified that there was only one signature on the check, that of Sharon Jackson and that RBHA checks do require two (2) signatures. Sharon Jackson is no longer employed by RBHA, so he advised that as of a meeting last evening, he is now a necessary signatory to all RBHA checks, and that the second signature can be either Commissioner Delvin Thomas (past vice-chair) or Commissioner Art Cobb (current vice-chair). However, at the time this check was written the two (2) authorized signatories were Sharon Jackson and Delvin Thomas. I then asked Hurt to identify J. Jerome Taylor. Hurt advised that Taylor was a RBHA commissioner and the chair person of the commission. We then discussed how the \$950 check was cut for Taylor.



I asked Hurt if he had any information about the invoice submitted to Jackson by Taylor for payment of \$950. Hurt stated that they probably asked Taylor for an invoice when he indicated that he was owed money for that task, because they cannot pay anything without some sort of statement of the work being done. When I asked Hurt if he remembered when Taylor advised that he was owed money for providing cleaning and exterminating services at the four (4) NSP homes, he stated that he needed to give me the full background as he knew it. He came to work for the RBHA in June 2011, and was specifically hired to manage the re-development project of the RBHA property where the RBHA office was located. At the time he joined RBHA, Chairman Taylor had told him to concentrate his efforts on this re-development, and that Taylor and to some extent Jackson would deal with the four (4) current NSP properties. Taylor told him that the NSP homes should have been completed prior to Hurt's employment, but that he would take care of the open house and completing whatever work was needed on those properties. Hurt also mentioned that Commissioner Art Cobb had been the interim RBHA Executive Director prior to him being hired, and that he also worked with Jackson and Taylor as well as a project manager that had been hired for the rehab projects. Hurt had very little input into these NSP homes. However he was aware that some last minute work on these homes had been done in July, prior to the open house. He also pointed out that he had been hired as a part-time director, and was only available one or two days every other week at that time. Therefore he had very little information about that particular transaction. He was aware that the work was done, and the open house completed.

Shortly afterward, Commissioner Taylor became ill and was in the hospital for approximately 45 days. Upon his return, he was struggling to remember many things. However, Taylor remembered that he had not been reimbursed for the costs of this work. Taylor brought this to both Hurt and Jackson's attention, and was told he would need to submit an invoice. I stated to Hurt that it appears that on January 20<sup>th</sup> this check was cut in response to submitting of this invoice by Taylor, to which he replied the invoice would have been submitted to Jackson, because she handled the financials. Hurt pointed out that Sharon Jackson handled the financial portion of the RBHA, and would pay bills when submitted with an invoice. He would not have to authorize such a payment, as she had that authority. He also advised me that Jackson reported to the board, not to him, so he was not involved in the day-to-day financial accounting and management of the RBHA. In fact, Jackson's contract stated that she reported to the board, just as he did. Hurt said that he and Jackson worked closely at RBHA, but they had different responsibilities.

I next showed Hurt RBHA check #1146, dated March 16, 2012, made payable to Carlton Darville, Jr. for \$1,000, and asked what he could tell me about that check. Hurt stated that the Chair shared with him that the RBHA office needed to have extermination for wasps and some other insects. Taylor told Hurt that he had the necessary equipment to do the extermination. Hurt stated that he made it clear to Taylor that he was uncomfortable allowing Taylor to do work for the RBHA, and that it was a conflict for him to work for the entity for which he was Chairman. Hurt advised that in March while he was out of town he and Taylor had a phone conversation about the extermination service at the office building. Hurt advised Taylor that he was uncomfortable contracting with him for this work, and during a two (2) hour conversation about a week before the work was done, Hurt told Hurt he would not allow a check to be written to Taylor for this work. Taylor later told Hurt that he had someone who would do the work, and he wanted to do it that Saturday. Hurt insisted that the work had to be done by someone other than Taylor, and by someone with a license to do that type of work. The amount of \$1,000 was quoted by Taylor, and since he was the one with experience in the pest control field, Hurt did not argue the cost with him.

Hurt then spoke to Jackson, asking her to leave a check for \$1,000 for the extermination work, and a note to Taylor asking for him to leave a copy of the exterminator's license and an invoice for the work. This was not done, and Hurt asked several times over the next week or so for this information. He was eventually given the invoice, which he left for Jackson for the file. Hurt did identify the document entitled "Proposal" from my file as the invoice he spoke of as being given to him by Taylor. There was some discussion about also doing some extermination work at the Center Stone Lane NSP home; however Hurt advised that this would have to be paid for from another account, as it was not an "operating" expense. Hurt also advised that because of snakes, the grass within 20 feet or so of the building was often kept short, but the check for \$1,000 was not for this purpose.

End of interview.

This investigation continues as I am scheduled to interview RBHA Commissioner Delvin Thomas on Thursday, June 28, 2012.

- **Documents submitted to Investigative file**

1. All documents listed in Inquiry file numbered 1-17 are incorporated by reference into the investigative file.
2. Copy of letter written on June 5, 2012 by Investigator Mark Bannon to Carlton Darville, Jr., requesting that he make contact with me regarding this matter. (1 page)
3. Copy of an email and attachment sent to RBHA Executive Director John Hurt sent as a public records request for copies of the March 2012 financial report, and the minutes in which this report was brought to a vote. (2 pages)
4. Two (2) photographs from "Google Earth" website showing the RBHA property and office building located at 2014 West 17<sup>th</sup> Court, Riviera Beach. (2 pages)
5. Copy of property records from the PBC Property Appraiser's Office website ([www.pbcgov.com/papa](http://www.pbcgov.com/papa)) showing that the RBPA office and land is 15.3689 acres in size, and listing that location as 2003 West 17<sup>th</sup> Court, Riviera Beach, FL. (2 pages)
6. Copy of the RBHA March 2012 financial statement. Listed on page two (2) is the March 16, 2012 check payable to Carlton Darville (incorrectly listed as Carson Darvell and incorrectly dated as March 6, 2012) for the amount of \$1,000. This document was presented to the RBHA board for approval at the RBHA regular meeting on April 10, 2012. (4 pages)
7. Copy of the RBHA regular meeting minutes for April 10, 2012 in which they approved the March financial records by a vote of 4-1, with Commissioner Roberts Dissenting, and Commissioner Taylor included with the majority voting to accept. (9 pages)

- **Legal Analysis**

The following portions of the Palm Beach County Commission on Ethics and Code of Ethics ordinances are relevant to this investigation:

**Section 2-254. Creation and jurisdiction.**

The Palm Beach County Commission on Ethics (hereinafter "commission on ethics") is hereby established. The jurisdiction of the commission on ethics shall extend to *any person required to comply with the countywide code of ethics*, the county lobbyist registration ordinance, and the county post-employment ordinance... (Emphasis added)

**Section 2-442. Definitions.**

*Official or employee* means any official or employee of the county or the *municipalities located within the county, whether paid or unpaid...* The term "official" shall mean members of the board of county commissioners, a mayor, members of local municipal governing bodies, and *members appointed by the board of county commissioners, members of local municipal governing bodies or mayors* or chief executive officers that are not members of local municipal governing body, as applicable, *to serve on any advisory, quasi judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.* (Emphasis added)

Joseph Jerome Taylor was appointed by Mayor Thomas Masters to the RBHA. This appointment was ratified by a unanimous vote of the Riviera Beach City Council at a regular meeting on May 7, 2008. Although the RBHA was created pursuant to state law under §421.04, *Creation of housing authorities*, Florida Statutes, because Joseph Jerome Taylor was appointed by the Mayor of Riviera Beach, and this appointment was ratified by the City Commission, he is an "official," as defined within §2-442, *Definitions*, of the Palm Beach County Code of Ethics. Thus, Joseph Jerome Taylor became subject to the provisions of the PBC Code of Ethics pertaining to "officials," as of June 1, 2011, when the City of Riviera Beach came under the jurisdiction of the PBC Commission on Ethics.



The following sections of the Palm Beach County Code of Ethics are relevant to this inquiry.

**Section 2-443(a), *Misuse of public office or employment***, states in relevant portion:

An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows or should know with the exercise of reasonable care will result in a *special financial benefit, not shared with similarly situated members of the general public, for any of the following persons or entities*: (Emphasis added)

- (1) Himself or herself;

**Section 2-443(b), *Corrupt Misuse of official position***, states:

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

Section 2-443(a)(1) prohibits an official or employee of the county from using his or her official position in a manner so as to gain a "special financial benefit" not available to similarly situated members of the general public, for themselves. As stated in the initial Inquiry (AN 12-006), a payment of \$950 was made to Commissioner Taylor by RBHA on January 20, 2012 by check. While Commissioner Taylor has maintained that this payment was as reimbursement for services to RBHA that he paid for, he has failed to provide the necessary information to verify this claim, and this payment was made upon his insistence and the submitting of an invoice for this payment to RBHA staff. Further, the investigation has uncovered information from a person with knowledge in a sworn statement that alleges that a check written to Carlton Darville, Jr. for \$1,000 for work on the RBHA office per the direction of Respondent J. Jerome Taylor, was cashed by Darville, whereby he returned \$500 from this check to Respondent in violation of Section 2-442 (a)(1) and (b).

**Section 2-443(c) *Disclosure of voting conflicts***, states in relevant portion:

County and municipal officials as applicable shall abstain from voting and not participate in any matter that will result in a special financial benefit as set forth in subsections (a)(1) through (7) above. The official shall publicly disclose the nature of the conflict and when abstaining from the vote, shall complete and file a *State of Florida Commission on Ethics Conflict Form 8B* pursuant to the requirements of Florida Statutes, §112.3143. Simultaneously with filing Form 8B, the official shall submit a copy of the completed form to the county commission on ethics. (Emphasis added)

In September 2011, Commissioner Taylor claims to have provided services through an as yet unknown source for RBHA pertaining to the cleaning and pest control services for four NSP homes owned by RBHA. In January, 2012, Commissioner Taylor submitted an invoice for payment of \$950 to RBHA for this work. On February 13, 2012, Commissioner Taylor voted to approve a RBHA financial accounting document, which listed the payment to him personally by the RBHA, which created a financial conflict of interest. Further, he neither disclosed this conflict, nor abstained from participating on the issue of his payment when presented to the RBHA, which he was required to do under the Code of Ethics. Commissioner Taylor also failed to file the required state Form 8B within the time frame allowed under state law, and failed to send a copy to the Palm Beach County Commission on Ethics, as required under the Code. It should also be noted that while the open house event was held on July 12, 2011, and Commissioner Taylor did not become ill until September 14, 2011, he did not submit his invoice for payment during this two-month period, waiting until January 2012 to request payment, after recovering from his illness.

Further, Commissioner Taylor paid a non-licensed contractor (Carlton Darville, Jr.) \$500 to complete extermination work on the RBHA office on March 16, 2012. He accomplished this act by having RBHA Deputy Director Sharon Jackson write a check for \$1,000 which was left for respondent at the RBHA office to pay for this work, have Darville cash this check at a bank, and return \$500 cash to Respondent, in violation of Sections 2-443(a)(1) and 2-

443(b). He also voted on this financial issue when brought before the RBHA at a regular meeting on April 13, 2012, in violation of Section 2-443(c).

- **Investigative Findings**

1. On or about March 28, 2012, Riviera Beach Housing Authority (RBHA) Commissioner Rodney R. Roberts sent an email to Riviera Beach Mayor Thomas Masters stating that RBHA Commissioner and Chair Person J. Jerome Taylor accepted payments for services rendered to the RBHA, which he stated was both unethical and against policy for RBHA Commissioners. The email was also copied to the PBC Commission on Ethics.
2. After receiving this email, an initial inquiry was commenced by the COE under case number AN 12-006, to determine whether a formal investigation was warranted.
3. Initial interviews with Respondent and several witnesses, along with a review of various RBHA documents obtained via public records requests, established that there was LEGAL SUFFICIENCY to open a formal investigation into the matter. On May 18, 2012, COE Executive Director filed a Memorandum of Legal Sufficiency, and a formal investigation was commenced under case number C12-003. All documents and information established by the initial inquiry were incorporated by reference into the investigative file.
4. On January 20, 2012, Respondent, J. Jerome Taylor, RBHA Chair Person, received a check in the amount of \$950 paid to him from the RBHA Neighborhood Stabilization Program (NSP) account for which he had submitted an invoice. This payment was for work completed on four NSP homes, and was made payable to J. Jerome Thomas, and listed as for "extermination services for NSP homes."
5. Based on the RBHA financial statement for January 2012 submitted to the RBHA at the February 13, 2012 regular RBHA meeting, and the minutes from that meeting, Respondent voted to approve this financial statement which listed a financial benefit to himself.
6. During an interview with Respondent, he acknowledged under oath receipt of this check, stating that it was for repayment of funds he had paid in cash to others to complete the cleanup of four (4) RBHA homes which had been undergoing refurbishing, and for pest control spraying in time for a July "open house" to show off the homes for dignitaries. Commissioner Taylor advised that he could not remember the names of the persons he paid for these services, so this information was unable to be verified. He had no receipts for this payment.
7. Respondent also sent a written response, in which he discussed a second check payable to Carlton Darville, Jr. This check from the same RBHA account (#1146) and dated March 16, 2012, was for \$1,000.
8. In a sworn interview, Carlton Darville, Jr., advised that he had been hired for a "side job" by Respondent to do pest control spraying at the RBHA office, and that he was to be paid \$500 for this work. He further stated that on March 16, 2012, he received a check for \$1,000 on the RBHA account from Respondent, cashed this check, and returned \$500 of this money to Respondent as directed by Respondent.
9. Based on the RBHA Financial Statement for March 2012, which was submitted to the RBHA at their regular meeting on April 10, 2012, and the minutes of this meeting, Respondent also participated and voted to approve this financial statement which also provided a financial benefit to himself.

- **Conclusion**

Based on the initial inquiry and the formal investigation into this matter, there is probable cause to believe that Respondent violated several sections of the PBC Code of Ethics in the following manner:




1. Respondent accepted a payment of \$950 from the RBHA account on January 20, 2012, using his official position as Chair Person of the RBHA to direct staff to supply this payment directly to him, which resulted in a special financial benefit to him not shared by similarly situated members of the general public, in violation of Section 2-443(a)(1), **Misuse of public office or employment**.
2. Respondent failed to abstain from voting on the financial statement regarding this special financial benefit to him at a RBHA regular meeting held on February 13, 2012, and voted to approve this financial statement, in which he knew he had a financial conflict of interest, in violation of Section 2-443(c), **Disclosure of voting conflicts**.
3. Respondent used his official position Chair Person of the RBHA to have RBHA staff produce a check in the amount of \$1,000 for payment of extermination services on March 16, 2012, presented this check to an unlicensed contractor, Carlton Darville, accompanied him to cash this check, and received \$500 cash back from Darville, in violation of Section 2-443(a)(1), **Misuse of public office or employment**, and Section 2-443(b), **Corrupt misuse of official position**.
4. Respondent failed to abstain from participating and voting on the financial statement regarding this special financial benefit to him at a RBHA regular meeting held on April 10, 2012, and voted to approve this financial statement, in which he knew he had a financial conflict of interest, in violation of Section 2-443(c), **Disclosure of voting conflicts**.

Submitted by:

  
\_\_\_\_\_  
Mark E. Bannon, Investigator  
PB County Commission on Ethics

  
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Date

Reviewed by:

  
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(Initials)

  
\_\_\_\_\_  
Date



## SUPPLEMENTAL MEMORANDUM OF INVESTIGATION

To: Alan S. Johnson, Executive Director  
From: Mark E. Bannon, Investigator  
Re: C12-003 – Joseph Jerome Taylor, Commission Chair, Riviera Beach Housing Authority (RBHA)

- **Background**

On May 18, 2012, a Memorandum of Inquiry (AN 12-006) was presented to Commission on Ethics (COE) Executive Director Alan Johnson for his review. Director Johnson determined that the information presented in the Inquiry was LEGALLY SUFFICIENT to require a formal investigation into this matter. This same date, a Memorandum of Legal Sufficiency was issued and a formal Complaint was filed by Director Johnson under case number C12-003 regarding this matter. A formal investigation was then commenced by COE staff investigator Mark Bannon.

During this investigation it was necessary to interview RBHA Commissioner and former Vice-Chairman, Delvin Thomas, as he was the second signer of the RBHA checks for the NSP account. Due to his unavailability, he was not able to be interviewed prior to the investigative report being issued.

- **Interview with Delvin Thomas, Commissioner, RBHA**

The interview with RBHA Commissioner Delvin Thomas was tape recorded, and conducted under oath at the COE office. The interview began at 9:26 AM, and was concluded at 9:36 AM on Thursday, June 28, 2012. Commissioner Thomas identified himself as Delvin M. Thomas, Commissioner and former Vice-Chairman of the Riviera Beach Housing Authority (RBHA). Delvin Thomas is a resident of Riviera Beach, and is a "Banker," working for Wells Fargo Bank. He was then placed under oath, and acknowledged that he was speaking under oath.

Commissioner Thomas stated that he was in his second year as a RBHA commissioner. Thomas acknowledged that he knew J. Jerome Taylor as the Chairman of the RBHA, but that he did not know him personally outside of that context. He met Taylor when he joined the RBHA. Thomas stated that during the time he has been the RBHA Vice-Chairman, he is currently one of the two (2) authorized signers of RBHA checks, the other authorized signer being Sharon Jackson.

I showed Thomas a copy of the RBHA check for \$950 made payable to J. Jerome Taylor, and dated January 20, 2012. I indicated that his signature did not appear on this check, but that RBHA records indicated that the check had been paid. I asked him if he remembered signing this check, to which he replied, I really don't recall whether I signed this check or not, I sign many checks. I did point out to Thomas that unlike other checks, this check was made payable to an RBHA commissioner, which would have been unusual. However, Thomas stated that he did not remember this check specifically, and was unsure whether he signed it in January.

We next discussed the RBHA financial statement for January 2012. I showed him a copy of this statement, and advised him that this statement was presented to the RBHA commissioners for approval at their February meeting. Thomas stated that he remembered the discussion about this payment, and that Taylor specifically had talked about taking care of the termite problem in one of the houses, because Taylor had advised he worked in the extermination business for a number of years. He also stated that Commissioner Taylor volunteered to do other things for the RBHA as a way to save money because of the "budget crunch we were in." He did not remember the exact discussion, but stated that he was aware that Taylor was owed money from before his heart attack. He then stated that Taylor had been out for about three (3) months due to his health problems, and Thomas knew this involved properties that were being prepared to be rented prior to Taylor becoming ill. Thomas could not provide any information as to who Taylor used to clean or provide extermination services for these NSP houses. Thomas

did remember Commissioner Taylor stating that he was owed this money because he had paid out of his pocket, but not who he had paid. Although no receipts were provided by Taylor to the RBHA board, he did recall Taylor saying that he had receipts for the work done and the money paid by him. I showed him the "invoice" provided by Taylor for the \$950, and asked if he had reviewed this invoice before the February meeting. He stated that he had not.

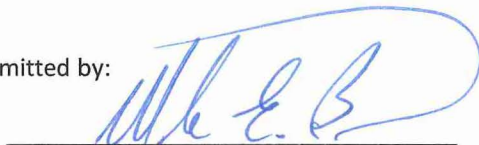
I next showed him RBHA NSP check #1146, issued on March 16, 2012 in the amount of \$1,000, made payable to Carlton Darville, Jr. I asked him if he knew Mr. Darville, and he replied that he did not. I then asked him if he recognized this check. Thomas stated that he did. He remembered being called into the RBHA office on a Friday to sign this check. He verified that it was his signature on this check. Sharon Jackson asked him to sign the check for some necessary extermination services at the main office, which he did. He had to get back to his office, so he did not discuss what extermination services were needed, although he was aware of the wasp problem at the RBHA office. I showed him a copy of the "proposal" which Taylor had submitted for this \$1,000 extermination work, asking if he had ever seen it before. He stated that he had not.

I showed him a copy of the March 2012 RBHA financial statement that had been presented at the RBHA April meeting, and asked him if he recalled any discussion of the \$1,000 check at that meeting. He stated that he did not recall any discussion concerning this payment.

At 9:36 AM the interview was concluded.

End of supplemental memorandum of investigation


Submitted by:



Mark E. Bannon, Investigator  
PB County Commission on Ethics

7/10/2012  
Date

Reviewed by:

  
(Initials)

07/10/2012  
Date

PALM BEACH COUNTY COMMISSION ON ETHICS  
**MEMORANDUM OF PROBABLE CAUSE**

To: Commission on Ethics  
From: Theron Hardee Bass, Pro Bono Advocate  
Re: C12-003 – Respondent, Joseph Jerome Taylor, Commission Chair, City of Riviera Beach Housing Authority (RBHA).

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• **Recommendation**

A finding of **PROBABLE CAUSE** should be entered in the above captioned matter as to the allegations made in the **COMPLAINT**.

*Probable Cause exists where there are reasonably trustworthy facts and circumstances for the Commission on Ethics (COE) to conclude that the Respondent, Joseph Taylor, violated the Palm Beach County Code of Ethics.*

• **Jurisdiction**

COE has jurisdiction pursuant to Chapter 2, Article V, Division 8, section 2-258(a) of the Palm Beach County Commission on Ethics Ordinance which states in pertinent part:

Article V, Division 8, section 2-258. *Powers and duties.* (a) The commission on ethics shall be authorized to exercise such powers and shall be required to perform such duties as are hereinafter provided. The commission on ethics shall be empowered to review, interpret, render advisory opinions and enforce the;

- (1) Countywide Code of Ethics;
- (2) County Post-Employment Ordinance, and
- (3) County Lobbyist Registration Ordinance.

The violations for which probable cause is recommended include the following:

**COUNT 1:** Article XIII, Section 2-443(a), *Misuse of public office of employment*

**COUNT 2:** Article XIII, Section 2-443(c), *Disclosure of voting conflicts*

**COUNT 3:** Article XIII, Section 2-443(a), *Misuse of public office of employment*

**COUNT 4:** Article XIII, Section 2-443(b), *Corrupt misuse of official position*

**COUNT 5:** Article XIII, Section 2-443(c), *Disclosure of voting conflicts*

• **Background**

On or about March 28, 2012, Riviera Beach Housing Authority (RBHA) Commissioner Rodney R. Roberts sent an email to Riviera Beach Mayor Thomas Masters stating that RBHA Commissioner and Chair Person J. Jerome Taylor accepted payments for services rendered to the RBHA, which he stated was both unethical and against policy for RBHA Commissioners. The email was also copied to the PBC Commission on Ethics. After receiving this email, an initial inquiry was commenced by the COE under case number AN 12-006, to determine whether a formal investigation was warranted.

The facts and circumstances obtained during the inquiry are as follows:

The RBHA was scheduled to have an "open house" pertaining to 4 refurbished homes funded through the United States Department of Housing and Urban Development (HUD). The refurbished homes were financed through a



grant to the City or Riviera Beach and overseen by RBHA. The homes were part of the RBHA Neighborhood Stabilization Program (NSP). The NSP open house was scheduled to occur on July 12, 2011.

In January, 2012, Respondent submitted an invoice for payment of \$950 and on January 20, 2012, Respondent received a check in the amount of \$950 paid to him from the RBHA Neighborhood Stabilization Program (NSP) account for which he had submitted an invoice for services occurring in preparation of the July 12, 2011 open house. This payment was for work completed on four NSP homes, and was made payable to J. Jerome Thomas, and listed as "extermination services for NSP homes."

Based on the RBHA financial statement for January 2012 submitted to the RBHA at the February 13, 2012 regular RBHA meeting, and the minutes from that meeting, as well as statements of other Commissioners, Respondent participated and voted to approve this financial statement which listed a financial benefit to himself. During an interview with Respondent, he acknowledged under oath receipt of this check, stating that it was for repayment of funds he had paid in cash to others to complete the cleanup of four (4) RBHA homes which had been undergoing refurbishing, and for pest control spraying in time for a July "open house" to show off the homes for dignitaries. Commissioner Taylor advised that he could not remember the names of the persons he paid for these services, so this information was unable to be verified. He had no receipts for this payment.

Initial interviews with Respondent and several witnesses, along with a review of various RBHA documents obtained via public records requests, established that there was LEGAL SUFFICIENCY to open a formal investigation into the matter. On May 18, 2012, COE Executive Director filed a Memorandum of Legal Sufficiency, and a formal investigation was commenced under case number C12-003. All documents and information established by the initial inquiry were incorporated by reference into the investigative file.

The facts and circumstances obtained during the Investigation are as follows:

Respondent requested a second check be issued to Carlton Darville, Jr., for exterminating services to be provided to the RBHA headquarters building on March 16, 2012. In a sworn interview, Carlton Darville, Jr., advised that he had been hired for a "side job" by Respondent to do pest control spraying at the RBHA office, and that he was to be paid \$500 for this work. He further stated that on March 16, 2012, he received a check for \$1,000 on the RBHA account from Respondent, cashed this check, and returned \$500 of this money to Respondent as directed by Respondent. Mr. Darville, Jr. does not possess a license to perform extermination work. Darville stated that he did not do any spraying at the other RBHA NSP homes during July, but that he has done other side jobs for Respondent, such as landscaping work at his home. Respondent directed RBHA Deputy Director Sharon Jackson to write the \$1000 check. He had been admonished by the RBHA Executive Director John Hurt to use a licensed contractor and provide contact and license documentation. Respondent provided a "proposal" where the \$1,000 cost of exterminating was listed. The proposal contained false information including license and provider telephone contact information. The license number was verified as false and the telephone number did not belong to Carlton Darville, Jr., or anyone else connected with this transaction. Subsequently, Respondent, in a response letter, has claimed that the \$1000 check was for additional costs incurred for lawn service, however, no documentation, including names of service providers, has been provided to COE staff.

Executive Director John Hurt stated that prior to March 16, 2012, Respondent shared with him that the RBHA office needed to have extermination done for wasps and some other insects. Respondent told Hurt that he had the necessary equipment to do the extermination. Hurt stated that he made it clear to Respondent that he was uncomfortable allowing Respondent to do work for the RBHA, and that it was a conflict for him to work for the entity for which he was Chairman.

The proposal and payment of \$1000 for the March 16, 2012 exterminating services was presented to the RBHA at its regular meeting on April 10, 2012. Minutes provided indicate that the March financial records were approved and that Respondent participated and voted to approve the report.

- **Facts establishing probable cause**

The Respondent requested and received \$950 for exterminating services (as per Respondent's request) provided to RBHA prior to July 12, 2011. No documentation was given as to who provided these services. The Respondent did not submit a request for reimbursement until January, 2012. No documentation was provided at that time and no documentation, including the name of any service provider, has been forthcoming. In February, Respondent participated and voted in approving the payment of \$950 from RBHA to him personally.

The Respondent requested and received a subsequent check for exterminating services on or before March 16, 2012. In so doing, the Respondent submitted a "proposal" in support of this expenditure containing false information, including contact and licensing information. The check was issued specifically for exterminating services. The Respondent hired an unlicensed friend of his to perform these services. Further, Respondent had this person cash the RBHA check for \$1000 and return \$500 to him in cash. No documentation, name of provider or other information has been provided by Respondent to verify that any of the funds returned to him were used for RBHA official or public purposes. In April, Respondent participated and voted to approve the RBHA March financial records approving the March 16, 2012, \$1000 payment for exterminating services.

**Sec. 2-443. Prohibited conduct.**

Sec. 2-443(a). *Misuse of public office or employment*, states in relevant part:

- (a) *Misuse of public office or employment.* An official or employee shall not use his or her official position or office, or take or fail to take any action, or influence others to take or fail to take any action, *in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit*, not shared with similarly situated members of the general public, for any of the following persons or entities: (Emphasis added)
- (1) Himself or herself;
  - (4) An outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who is known to such official or employee to work for such outside employer or business;
  - (5) A customer or client of the official or employee's outside employer or business;

Sec. 2-443(b). *Corrupt misuse of official position*, states as follows:

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

Sec. 2-443(c). *Disclosure of voting conflicts*, states as follows:

- (c) County and municipal officials as applicable shall abstain from voting and not participate in any matter that will result in a special financial benefit as set forth in subsections (a)(1) through (7) above. The official shall publicly disclose the nature of the conflict and when abstaining from the vote, shall complete and file a State of Florida Commission on Ethics Conflict Form 8B pursuant to the requirements of Florida Statutes, §112.3143. Simultaneously with filing Form 8B, the official shall submit a copy of the completed form to the county commission on ethics. Officials who abstain and disclose a voting conflict as set forth herein, shall not be in violation of subsection (a), provided the official does not otherwise use his or her office to take or fail to take any action, or influence others to take or fail to take any action, in any other manner which he or she knows or should know with the exercise of reasonable care will result in a special financial



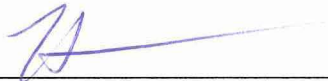
benefit, not shared with similarly situated members of the general public, as set forth in subsections (a)(1) through (7).

- **Conclusion**

Based on the initial inquiry and the formal investigation into this matter, there is probable cause to believe that Respondent violated several sections of the PBC Code of Ethics in the following manner:

1. Respondent accepted a payment of \$950 from the RBHA account on January 20, 2012, using his official position as Chair Person of the RBHA to direct staff to supply this payment directly to him, which resulted in a special financial benefit to him not shared by similarly situated members of the general public, in violation of Section 2-443(a)(1), ***Misuse of public office or employment***.
2. Respondent failed to abstain from voting on the financial statement regarding this special financial benefit to him at a RBHA regular meeting held on February 13, 2012, and voted to approve this financial statement, in which he knew he had a financial conflict of interest, in violation of Section 2-443(c), ***Disclosure of voting conflicts***.
3. Respondent used his official position Chair Person of the RBHA to have RBHA staff produce a check in the amount of \$1,000 for payment of extermination services on March 16, 2012, presented this check to unlicensed contractor Carlton Darville, accompanied him to cash this check, and received \$500 cash back from Darville, in violation of Section 2-443(a)(1), ***Misuse of public office or employment***, and Section 2-443(b), ***Corrupt misuse of official position***.
4. Respondent failed to abstain from voting on the financial statement regarding this special financial benefit to him at a RBHA regular meeting held on April 10, 2012, and voted to approve this financial statement, in which he knew he had a financial conflict of interest, in violation of Section 2-443(c), ***Disclosure of voting conflicts***.

By:

  
Theron Hardee Bass, Pro Bono Advocate  
Florida Bar No. 11055

June 25, 2012  
Date

**Gina A. Levesque**

---

**From:** Rodney Roberts [the7rob@gmail.com]  
**Sent:** Wednesday, March 28, 2012 1:11 AM  
**To:** Mayor Masters  
**Cc:** Ethics; ceward@rivierabch.com

March 28, 2012

Dear Mayor,

I Rodney R. Roberts commissioned by the Mayor in and for the Great City of Riviera Beach to serve as a Commissioner of the Riviera Beach Housing Authority, do hereby give notice of my intent to have a formal hearing on this the matter:

“Removal of commissioners”, Florida State Statute 421.07. I bring this matter as a Riviera Beach Housing Authority Commissioner, specifically against the actions of Commissioner and Chairman J. Jerome Taylor; ethics and misconduct in office.

As volunteers, policy makers, and the governing body of the Riviera Beach Housing Authority it is against Housing and Urban Development’s policy for Commissioners of a Housing Authority to be compensated for services provided to a Housing Authority while in office and for at least a year after serving in such capacity.

**Commissioner J. Jerome Taylor** has been compensated for services to the Riviera Beach Housing Authority and in doing so and accepting payment for services has acted unethically; and has displayed conduct unbecoming of a Housing Authority Commissioner.

He, the man, J. Jerome Taylor need be removed from office immediately and the monies paid to him need be returned, anything less, that he not be allowed to act as chairman of the Riviera Beach Housing Authority or Chair pro tem, for the remainder of his term as a Riviera Beach Housing Authority Commissioner. Nor shall J Jerome Taylor be allowed to serve as a Riviera Beach Housing Authority for a period of 4 years after his removal or after the expiration of his term of service.

Thank you,

RBHA Commissioner Rodney R. Roberts, The7Rob

cc. City Clerk Riv. Bch., P.B.C.C.E., H.U.D., Gov. Rick Scott

## Mark Bannon E.

---

**From:** Mark Bannon E.  
**Sent:** Wednesday, March 28, 2012 4:09 PM  
**To:** 'the7rob@gmail.com'  
**Cc:** Alan Johnson S.  
**Subject:** Email to Commission on Ethics

Commissioner Roberts:

Please call me tomorrow or Friday at my office so that I can set an appointment to discuss the information you emailed to the Commission of Ethics (COE) this morning (letter to Mayor Masters). We cannot look into this matter until we have some specific information regarding the allegations.

I would also appreciate you keeping all discussions with COE staff (including this email) confidential until we have had time to hear the facts, and evaluate the information.

I can be reached at my office number as listed below between 8:00 AM and 5:00 PM.

Thank you for your submission to COE.

Respectfully,

**Mark E. Bannon**  
**Senior Investigator**  
**Commission on Ethics**  
**Ph 561-233-0729**  
**Fx 561-233-0735**

[www.palmbeachcountyethics.com](http://www.palmbeachcountyethics.com)



*"Honesty, Integrity, Character"*



# RBHA-FINANCIAL(s)

Account Payables  
4047 (NSP-1 Acct.)  
January

<u>TYPE</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>BALANCE</u>
			<b>2,816.67</b>
01.08.12	NSP-1 Ck # 1001 Hsg Auth Ins	\$1,668.00	\$1,148.67 Housing Auth Insur Group Property Insurance
01.20.12	NSP-1 Ck # 1002 J. Jerome Taylor?	\$950.00	\$189.67 Extermination Services for NSP Houses
01.24.12	NSP-1 Ck # 1003 Riviera Beach <i>Renters license</i>	\$20.00	\$178.67 RB Business Tax Receipt - 194 E. 30th
01.24.12	NSP-1 Ck # 1004 Riviera Beach	\$20.00	\$158.67 RB Business Tax Receipt - 199 E. 29th
01.24.12	NSP-1 Ck # 1005 Riviera Beach	\$20.00	\$138.67 RB Business Tax Receipt - 167 E. 23rd
01.24.12	NSP-1 Ck # 1006 Riviera Beach	\$20.00	\$118.67 RB Business Tax Receipt - 1042 Center Stone
		+ \$900.00	167 E. 23rd
		+ \$791.00	WPB Housing Authority
		+ \$811.00	194 E. 30th
		+ \$1,300.00	1042 Center Stone Ln
			<b>\$3,920.67</b>
02.06.12	NSP-1 Ck # 1007 Citizens	\$192.00	\$ 3,728.67 Insurance for 1042 Center Stone Ln.
02.06.12	NSP-1 Ck # 1009 Riviera Beach	\$36.76	\$ 3,691.91 RB water bill - 167 E. 23rd St.
02.06.12	Ck # 1010 Riviera Beach	\$36.76	\$ 3,655.15 RB water bill - 199 E. 29th
02.06.12	NSP-1 Ck # 1013 FPL	\$112.43	\$3,542.72 Office electric bill
02.06.12	Ck # 1014 FPL	\$26.22	\$3,516.50 FPL bill - 1042 Center Stone
02.06.12	NSP-1 Ck # 1015 FPL	\$22.37	\$3,494.13 FPL bill - 167 23rd St.
02.06.12	Ck # 1016 FPL	\$39.54	\$3,454.59 FPL bill - 199 E 29th
02.06.12	Ck # 1018 1000 Oaks	\$194.00	\$3,260.56 HOA fees
02.06.12	NSP-1 Ck # 1019 Legend Lwn Service	\$105.00	\$3,155.59 194E30th & 199E29th
02.06.12	Ck # 1020 Tax Collector <i>Solid Waste</i>	\$170.52	\$2,985.07 Non Ad Val Tax - 167 E.23rd
02.06.12	NSP-1 Ck # 1021 Tax Collector <i>Solid Waste</i>	\$172.26	\$2,812.81 Non Ad Val Tax - 194 E 30th
02.06.12	Ck # 1022 Pitney Bowes	\$65.15	\$2,747.65 Stamp Machine
02.13.12	Ck # 1023 Paychex Acct	\$1,200.00	<del>\$1,547.65</del> Payroll, taxes, Paychex invoice



Account Payables  
2533

01.26.12	Operations				<b>\$348.92</b>	
					<b>\$162.00</b>	Housing Auth Property Insu Dividend
					<b>\$510.92</b>	
02.06.12	Operations	Ck 1115	Riviera Beach	144.27	<b>\$366.65</b>	RB water bill - 2055 W 17th
02.06.12		Ck 1116	Riviera Beach	76.33	<b>\$290.32</b>	RB water bill - 1952 W. 17th

Account Payables  
2533

01.04.12					<b>\$233,183.85</b>	
01.31.12				19.75	<b>\$233,208.00</b>	Interest

Paychex Account  
2210

Salary & Taxes for Deputy Director

01.16.12	Paychex	\$902.08				incl employer paid tax liabilities
01.31.12		\$902.08			<b>\$0.00</b>	
02.13.12	Transfer from 4047		\$1,200.00		<b>\$1,200.00</b>	Payroll, taxes, Paychex invoice





# Account Receivables

\$900.00	167 E. 23rd
\$791.00	WPB Housing Authority
\$811.00	194 E. 30th
\$1,300.00	1042 Center Stone Ln
\$162.00	Housing Auth Property Insu Dividend
<b>\$3,964.00</b>	<b>TOTAL</b>



RIVIERA BEACH HOUSING AUTHORITY  
Building Excellence

## Check Requisition

Date: 01.20.12

Pay to the Order of: J. Jerome Taylor  
Address:

Debit Account #: 4262614047 (NSP 1)  
Available Balance: \$ 1,148.67 New Balance \$ 198.67

Description:

Amount: \$ 950.00

Extermination Services for 194 E. 30<sup>th</sup> St.; 199 E. 29<sup>th</sup> Ct.; 167 E. 23<sup>rd</sup> St. & 1042 Centerstone Ln (2)

Requested by: Sharon K. Jackson

Received by:

Payment Approved by: John W. Hurt

Project: NSP-1 Maintenance

Check #: 1002 Issue Date: 01.20.12

Special Instruction:

*J. Jerome Taylor took the  
check for Com Thomas for  
and signature.*

2014 W. 17<sup>th</sup> Court, Riviera Beach, FL 33404-5002  
561 845 7450

### RIVIERA BEACH HOUSING AUTHORITY INC

2014 W. 17TH CT.  
RIVIERA BEACH, FL 33404

1002

63-1482/670  
117

DATE 01.20.12

PAY TO THE ORDER OF J. Jerome Taylor \$ 950.00  
Nine Hundred Fifty 00/100 DOLLARS



America's Most Convenient Bank®

FOR Extermination on land for NSP houses

*Sharon K. Jackson*

⑈001002⑈ ⑆067014822⑆ 4262614047⑈

18



J. JEROME TAYLOR  
1906 W. 23<sup>rd</sup> ST  
Riviera Bch, FL 33404

INVOICE


4 Sales

1. 194 E. 30<sup>th</sup> ST  
Clear path way <sup>ROAD</sup> . . . \$200.<sup>00</sup>
2. 199 E. 30<sup>th</sup> ST  
Clear path way . . . \$200.<sup>00</sup>
3. 1042 N. P. B  
Clear path, road . . . \$200.
4. 167 E. 30<sup>th</sup> ST . . . \$200.  
Clear path way . . . \$200.  
road

Cut road inside to porch  
For exterior inside

1 SALE


Clear cut driveway inside  
For carpenter ANTS. . . \$150  
Make check payable to J. JEROME TAYLOR  
DUE . . . IMMEDIATE JETA

 Riviera Beach Housing Authority Inc  
2014 W 17th Ct  
Riviera Beach, FL 33404-5002

1146

DATE 03-16-12 63-1482/670 117

PAY TO THE ORDER OF Carla Danielle Jr \$ 1,000.00  
One Thousand DOLLARS

 **TD Bank**  
America's Most Convenient Bank®

FOR Eliminator Services Sharon C. Jackson

⑈001146⑈ ⑆067014822⑆ 4259612533⑈

Account: 4259612533  
Amount: 1,000.00  
PostDate: 20120319  
Tran\_ID: 590701901  
CheckNum: 1146  
DIN: 590701911  
ReturnReasonCode:  
ReturnReasonDescription:

571706071133 130702 20120319 000000004259612533  
DDA\_DEBIT CAUSTARL 100000  
Riviera Beach 0117 94004 5717 10 0093



Account: 4259612533  
Amount: 1,000.00  
PostDate: 20120319  
Tran\_ID: 590701901  
CheckNum: 1146  
DIN: 590701911  
ReturnReasonCode:  
ReturnReasonDescription:



# PROPOSAL

Customer: Riviera Beach Housing Authority

Job Address: 2014 W 7<sup>th</sup> Court

Job Description: Fumigate inside of residence

Total

\$1,000

5/7/2012

CAUSE #. SAID  
THE MAILBOX OF  
"MICHAEL WEISS" IS  
FULL.

GEDC

C6C1508383

561-3714089

5/8/2012

MADE CONTACT W/  
MICHAEL WEISS.  
HE IS A CARPENTER.  
SON BY SAME NAME.  
KNOWS COMM. TAYLOR

RBHA Commission

01.02.2012

J. Jerome Taylor  
1906 W. 23<sup>rd</sup> St.  
Riviera Beach, FL 33404  
~~561.707.1209-c~~ *bad number*  
561.844.1224 h  
jjt1224@bellsouth.net

Delvin Thomas  
203 W. Canterbury Dr.  
Riviera Beach, FL 33404  
561.644.2868 c  
561.835.2175 office  
delvinmthomas@yahoo.com

Ronald Leonard  
2501 Ave. "H" East  
Riviera Beach, FL 33404  
561.596.2618  
ron-leonard@hotmail.com

Artice Cobb  
1002 Aspri Way  
Riviera Beach, FL 33418  
561.574.7565  
cobbplm@aol.com

Rodney Roberts  
1581 W. 14<sup>th</sup> St.  
Riviera Beach, FL 33404  
561.842.4112  
the7rob@gmail.com



JOHN W. HURT  
EXECUTIVE DIRECTOR

PHONE: (561) 845-7450  
FAX: (800) 431-8738

2014 WEST 17TH COURT  
RIVIERA BEACH, FL 33404

E-MAIL: JHURT@RIVIERABEACHHA.COM

WWW.RIVIERABEACHHA.COM



## Mark Bannon E.

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**To:** sjackson@rivierabeachha.com  
**Cc:** Alan Johnson S.  
**Subject:** Request for records from RBHA

Ms. Jackson:

Pursuant to our conversation today, I am writing to request copies of the following records of the Riviera Beach Housing Authority (RBHA) be sent to me either by fax (561-233-0735), or by email ([mebannon@palmbeachcountyethics.com](mailto:mebannon@palmbeachcountyethics.com)):

1. Copies of RBHA meeting minutes (regular or special meetings) for 2011 and 2012.
2. Copies of all RBHA monthly financial reports for 2011 and 2012.
3. Dates of appointment for all current RBHA commissioners.
4. Date of appointment for Executive Director John Hurt.
5. The date in which RBHA held an "Open House" for four (4) rehabilitated homes located at; 194 E. 30<sup>th</sup> St., 199 E. 29<sup>th</sup> Ct., 167 E. 23<sup>rd</sup> St., and 1042 Centerstone Ln. in 2011, as well as who was in attendance from the RBHA or Riviera Beach City Government at this event.
6. Copies of any and all invoices and checks paid by RBHA for work completed on these homes in 2011 prior to this "Open House," not involving actual construction work, including but not limited to, cleaning services, extermination services, and similar preparation services, as well as any contact information as to the persons or entities paid for these services.

Please consider the above request as a request for public records under Chapter 119, Florida Statutes.

Thank you for your anticipated attention to this matter. If you have any questions or concerns concerning this request, please do not hesitate to call me.

**Mark E. Bannon**  
**Senior Investigator**  
**Commission on Ethics**  
**Ph 561-233-0729**  
**Fx 561-233-0735**

[www.palmbeachcountyethics.com](http://www.palmbeachcountyethics.com)



*"Honesty, Integrity, Character"*

From: MARK E. BASNOW  
Senior Investigator  
PBC Commission on Ethics

4/26/2012

To: SHARON JACKSON  
Deputy Director  
Riviera Beach Housing Authority (RBHA)

I AM REQUESTING TO BE PROVIDED WITH  
THE FOLLOWING INFORMATION AND DOCUMENTS.

- ① CONTACT INFORMATION FOR ALL RBHA  
COMMISSIONERS AND STAFF
- ② COPY OF INVOICE AND CHECK FOR  
PAYMENT OF TERMINATION SERVICES  
FOR THE RBHA BUILDING, PERFORMED  
IN 2011 OR 2012.

Respectfully,

Mark E. Basnow



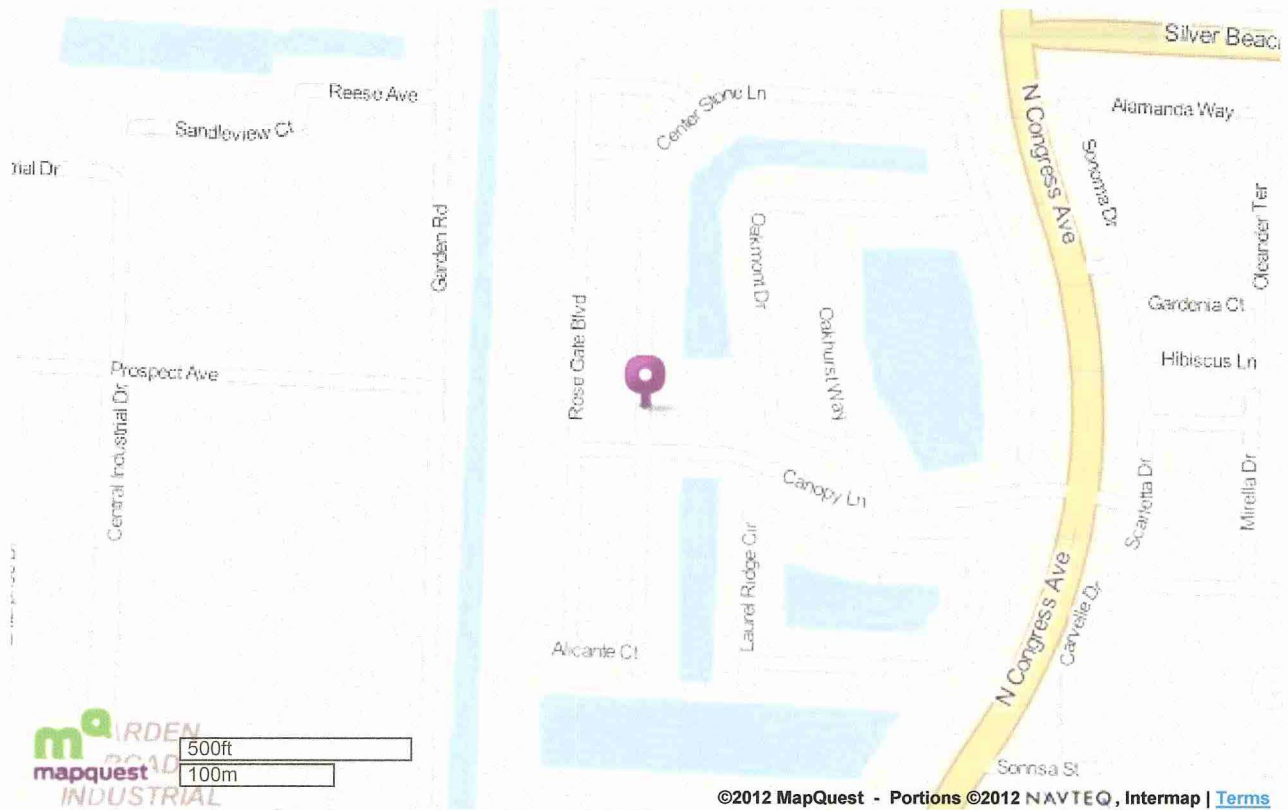


Map of:

**1042 Center Stone Ln**

Riviera Beach, FL 33404-1826

Notes



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**Property Detail**

Parcel Control Number: 56434230290010370 Location Address: 1042 CENTER STONE LN

Owners: RIVIERA BEACH HOUSING AUTHORITY

Mailing Address: 2014 W 17TH CT, RIVIERA BEACH FL 33404 5002

Last Sale: FEB-2011

Book/Page#: 24367 / 1668

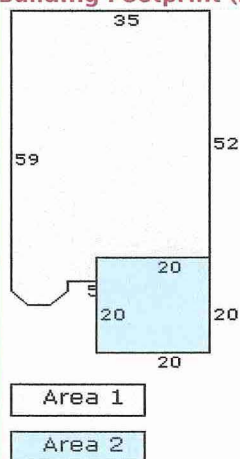
Price: \$124,900

Legal Description: THOUSAND OAKS LT 37 BLK 1

**2011 Values (Current)**

Improvement Value	\$95,000
Land Value	\$0
Total Market Value	\$95,000
Assessed Value	\$95,000
Exemption Amount	\$0
Taxable Value	\$95,000

All values are as of January 1st each year

**Building Footprint (Building 1)****2011 Taxes**

Ad Valorem	\$2,329
Non Ad Valorem	\$1,180
Total Tax	\$3,509

**2012 Qualified Exemptions****Applicants****Subarea and Square Footage (Building 1)**

Description	Area	Sq. Footage
BAS BASE AREA	1	1936
FGR FINISHED GARAGE	2	400

Total Square Footage: 2336

Total Area Under Air: 1936

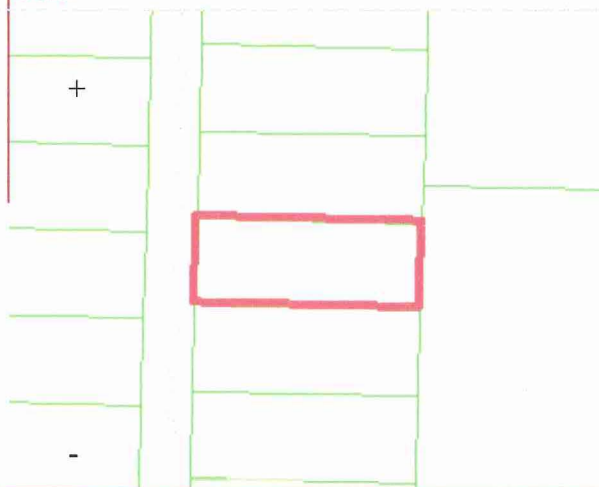
**Extra Features**

Description	Unit
No Extra Feature Available	

**Structural Details (Building 1)**

No	Description	
1.	Name	THOUSAND OAKS
2.	AREA	1936
3.	YEAR BUILT	2004
4.	No of BEDROOM(s)	3
5.	No of BATH(s)	2
6.	No of HALF BATH(s)	

Acres 0.11

**MAP**

Owner: RIVIERA BEACH HOUSING AUTHORITY PCN: 56434230290010370 1 of 1



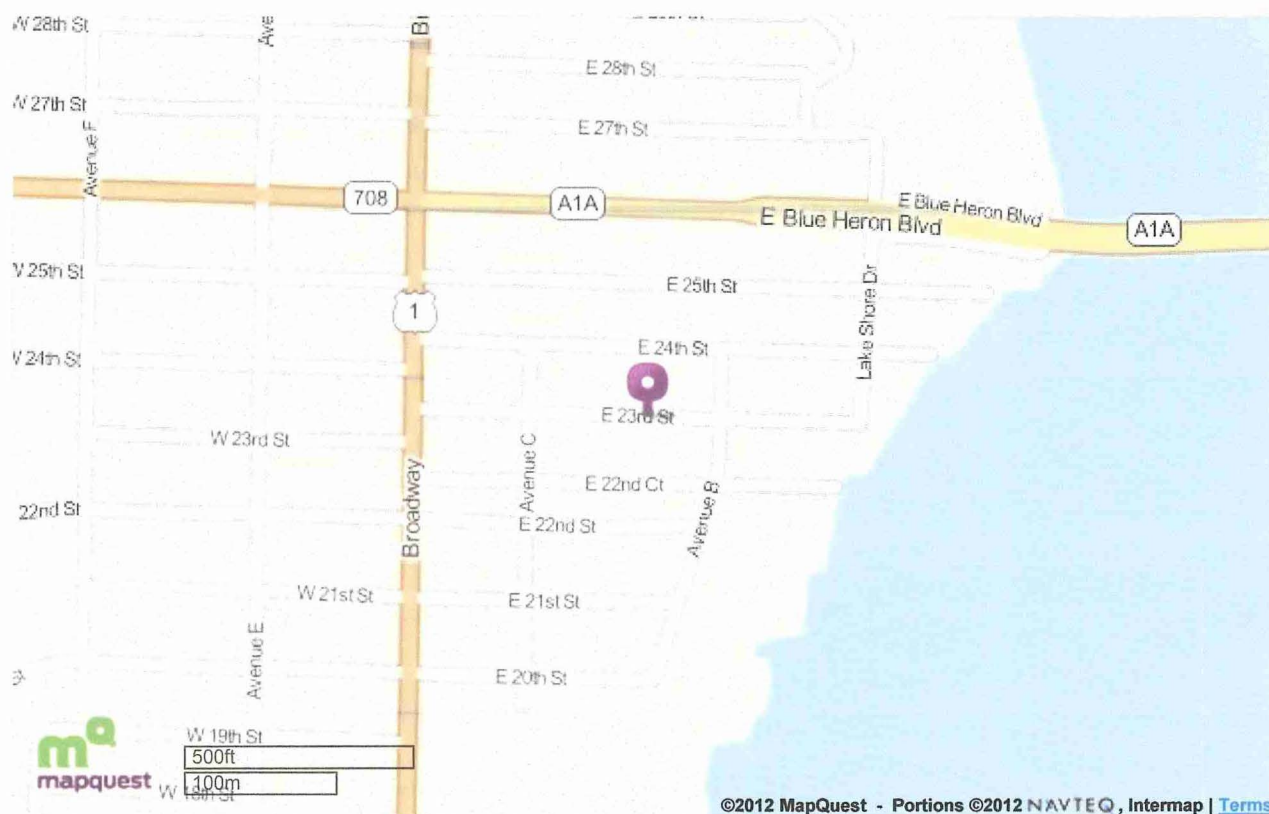


Map of:

**167 E 23rd St**

Riviera Beach, FL 33404-4509

Notes

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Parcel Control Number: 56434228150001140      Location Address: 167 E 23RD ST  
 Owners: RIVERIA BEACH HOUSING AUTHORITY  
 Mailing Address: 2014 W 17TH CT, RIVIERA BEACH FL 33404 5002  
 Last Sale: AUG-2010      Book/Page#: 24069 / 1227      Price: \$79,200  
 Legal Description: LAKEVIEW PARK LT 114

All values are as of January 1st each year

Ad Valorem	\$0
Non Ad Valorem	\$174
<b>Total Tax</b>	<b>\$174</b>

## Applicants

Description	Area	Sq. Footage
BAS BASE AREA	1	780
UST UNFINISHED STORAGE	2	20
FOP FINISHED OPEN PORCH	3	63
FSP FINISHED SCREENED PORCH	4	240

Total Square Footage: 1103

Total Area Under Air: 780

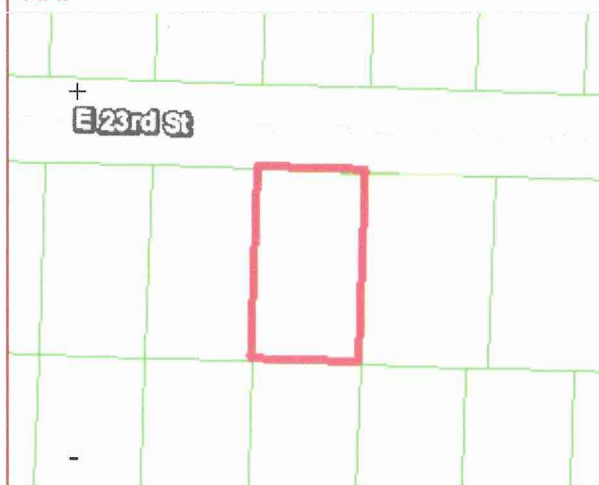
Description	Unit
UTILITY BUILDING	168
PATIO ROOF	80

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

No	Description	
1.	Exterior Wall 1	CB STUCCO
2.	Year Built	1950
3.	Air Condition Desc.	NO HTG/AC
4.	Heat Type	NONE
5.	Heat Fuel	NONE
6.	Bed Rooms	2
7.	Full Baths	1
8.	Half Baths	0
9.	Exterior Wall 2	N/A
10.	Roof Structure	GABLE/HIP
11.	Roof Cover	ASPH/COMP. SHG.
12.	Interior Wall 1	PLASTER
13.	Interior Wall 2	N/A
14.	Floor Type 1	VINYL/ASPH TILE
15.	Floor Type 2	N/A
16.	Stories	1

Acres 0.11

## MAP



**GARY R. NIKOLITS, CFA** PALM BEACH COUNTY PROPERTY APPRAISER [www.pbcgov.org/PAPA](http://www.pbcgov.org/PAPA) 4/26/2012

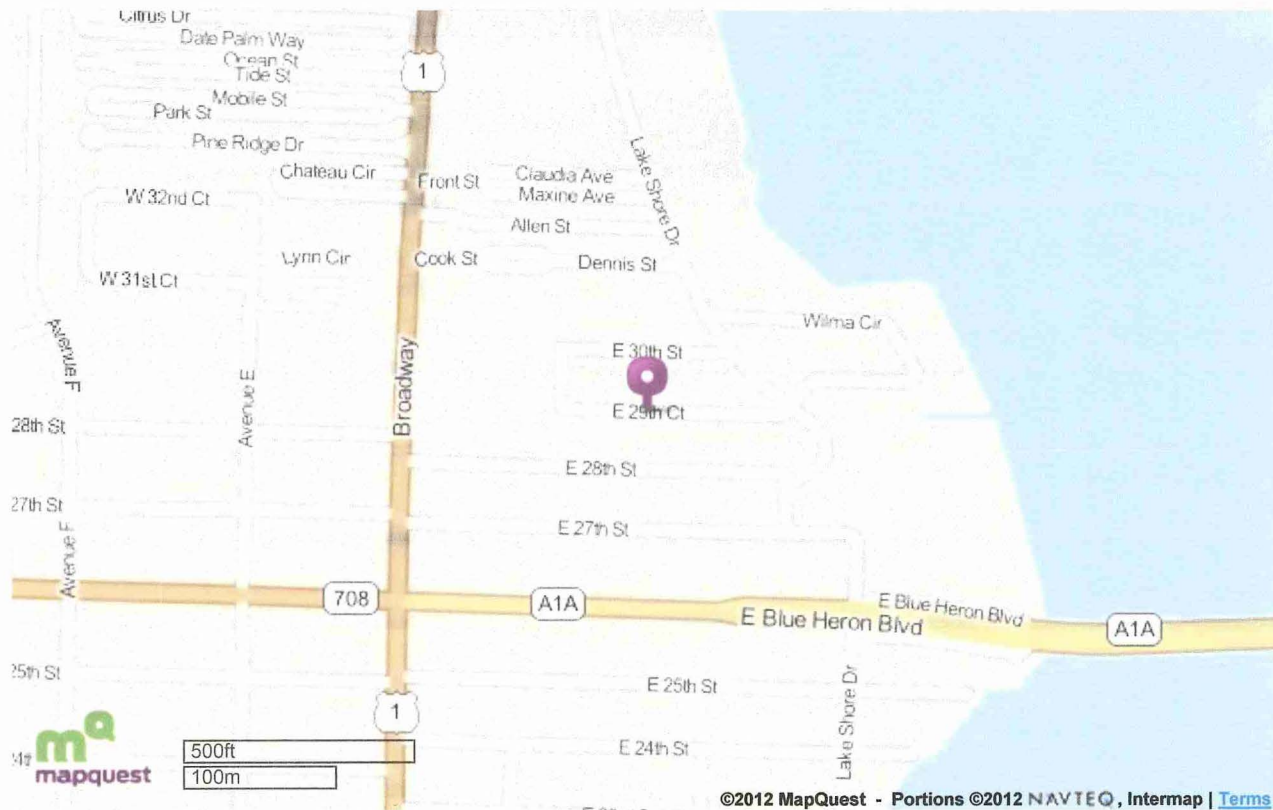


Map of:

**199 E 29th Ct**

Riviera Beach, FL 33404-2309

Notes

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**Property Detail**

Parcel Control Number: 56434228180000310

Location Address: 199 E 29TH CT

Owners: RIVIERA BCH HOUSING AUTHORITY INC

Mailing Address: 2014 W 17TH CT, RIVIERA BEACH FL 33404 5002

Last Sale: JUL-2010

Book/Page#: 24085 / 1256

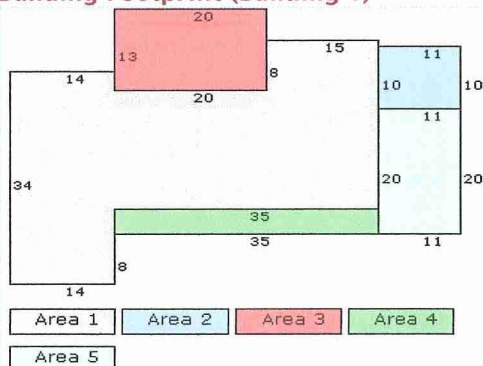
Price: \$90,000

Legal Description: MIRAMAR PARK LT 31

**2011 Values (Current)**

Improvement Value	\$28,822
Land Value	\$29,428
Total Market Value	\$58,250
Assessed Value	\$58,250
Exemption Amount	\$0
Taxable Value	\$58,250

All values are as of January 1st each year

**Building Footprint (Building 1)****2011 Taxes**

Ad Valorem	\$1,428
Non Ad Valorem	\$174
Total Tax	\$1,602

**2012 Qualified Exemptions**

No Details Found

**Applicants**

No Details Found

**Subarea and Square Footage (Building 1)**

Description	Area	Sq. Footage
BAS BASE AREA	1	1261
FST FINISHED STORAGE	2	110
UEP UNFINISHED ENCL. PORCH	3	260
FOP FINISHED OPEN PORCH	4	140
FGR FINISHED GARAGE	5	220

Total Square Footage:	1991
Total Area Under Air:	1261

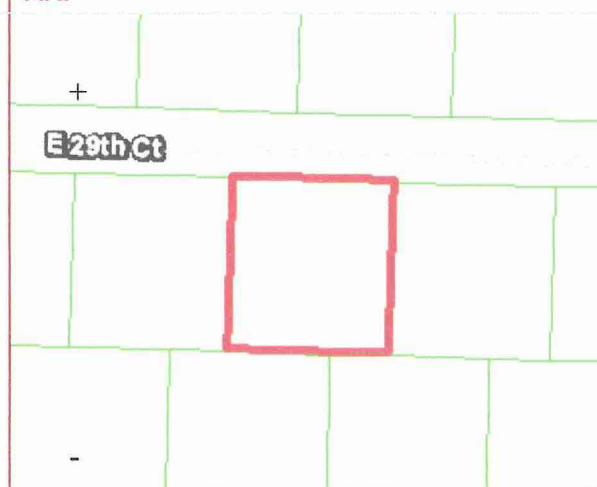
**Extra Features**

Description	Unit
No Extra Feature Available	

**Structural Details (Building 1)**

No	Description	
1.	Exterior Wall 1	CB STUCCO
2.	Year Built	1956
3.	Air Condition Desc.	HTG & AC
4.	Heat Type	FORCED AIR DUCT
5.	Heat Fuel	ELECTRIC
6.	Bed Rooms	3
7.	Full Baths	2
8.	Half Baths	0
9.	Exterior Wall 2	N/A
10.	Roof Structure	GABLE/HIP
11.	Roof Cover	ASPH/COMP. SHG.
12.	Interior Wall 1	PLASTER
13.	Interior Wall 2	N/A
14.	Floor Type 1	CARPETING
15.	Floor Type 2	N/A
16.	Stories	1

Acres 0.15

**MAP**

Owner: RIVIERA BCH HOUSING AUTHORITY INC PCN: 56434228180000310 1 of 1

GARY R. NIKOLITS, CFA PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 4/26/2012

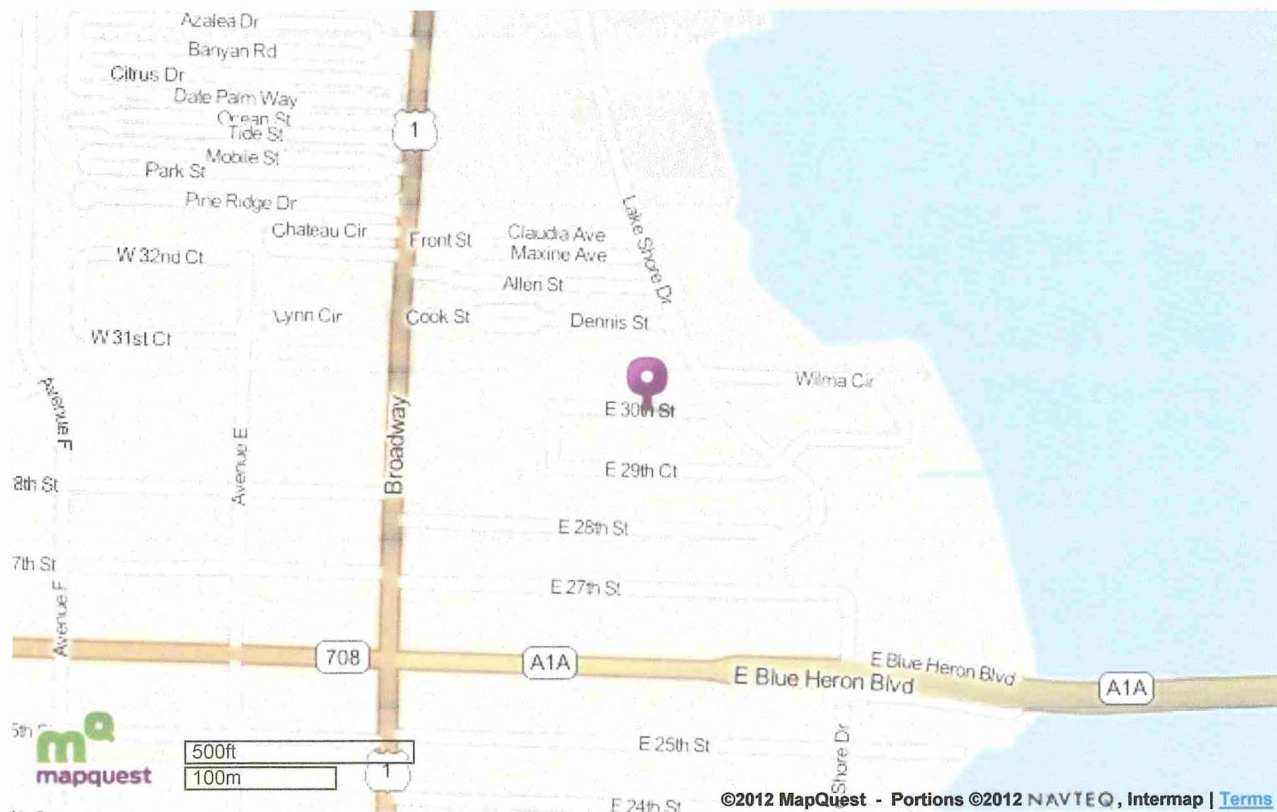


Map of:

**194 E 30th St**

Riviera Beach, FL 33404-2350

Notes



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**Property Detail**

Parcel Control Number: 56434228180000071

Location Address: 194 E 30TH ST

Owners: RIVIERA BEACH HOUSING AUTHORITY INC

Mailing Address: 2014 W 17TH CT, RIVIERA BEACH FL 33404 5002

Last Sale: JUL-2010

Book/Page#: 24087 / 1840

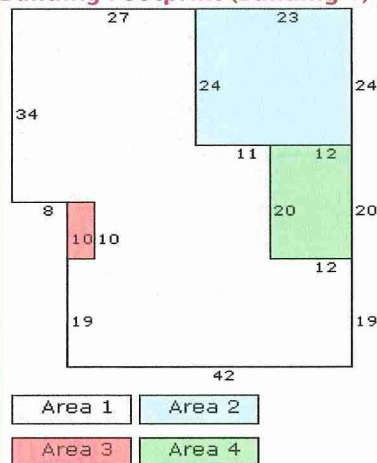
Price: \$123,750

Legal Description: MIRAMAR PARK E 13 FT OF LT 7 (LESS N 27.55 FT) &amp; LT 8 (LESS N 27.55 FT)

**2011 Values (Current)**

Improvement Value	\$45,990
Land Value	\$41,121
Total Market Value	\$87,111
Assessed Value	\$87,111
Exemption Amount	\$87,111
Taxable Value	\$0

All values are as of January 1st each year

**Building Footprint (Building 1)****2011 Taxes**

Ad Valorem	\$0
Non Ad Valorem	\$174
Total Tax	\$174

**2012 Qualified Exemptions****Applicants****Subarea and Square Footage (Building 1)**

Description	Area	Sq. Footage
BAS BASE AREA	1	2086
FGR FINISHED GARAGE	2	552
UOP UNFINISHED OPEN PORCH	3	40
UEP UNFINISHED ENCL. PORCH	4	240

Total Square Footage: 2918

Total Area Under Air: 2086

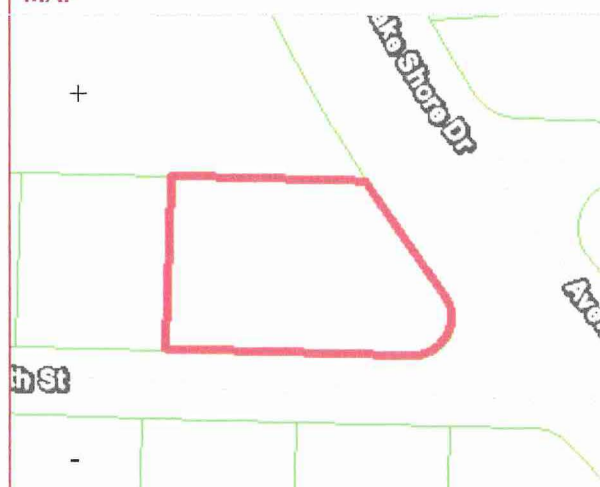
**Extra Features**

Description	Unit
No Extra Feature Available	

**Structural Details (Building 1)**

No	Description	
1.	Exterior Wall 1	CB STUCCO
2.	Year Built	1956
3.	Air Condition Desc.	HTG & AC
4.	Heat Type	FORCED AIR DUCT
5.	Heat Fuel	ELECTRIC
6.	Bed Rooms	3
7.	Full Baths	2
8.	Half Baths	0
9.	Exterior Wall 2	N/A
10.	Roof Structure	GABLE/HIP
11.	Roof Cover	CONC. TILE
12.	Interior Wall 1	PLASTER
13.	Interior Wall 2	N/A
14.	Floor Type 1	CARPETING
15.	Floor Type 2	N/A
16.	Stories	1

Acres 0.24

**MAP**

Owner: RIVIERA BEACH HOUSING AUTHORITY INC PCN: 56434228180000071 1 of 1

GARY R. NIKOLITS, CFA PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 4/26/2012



Select Year: 2011 

## The 2011 Florida Statutes

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[Title XXX](#)  
SOCIAL WELFARE

[Chapter 421](#)  
PUBLIC HOUSING

[View Entire Chapter](#)

### **421.04 Creation of housing authorities.—**

(1) In each city, as herein defined, there is hereby created a public body corporate and politic to be known as the “Housing Authority” of the city; provided, however, that such authority shall not transact any business or exercise its powers hereunder until or unless the governing body of the city by proper resolution shall declare that there is need for an authority to function in such city. The determination as to whether there is such need for an authority to function:

- (a) May be made by the governing body on its own motion; or
  - (b) Shall be made by the governing body upon the filing of a petition signed by 25 residents of the city asserting that there is need for an authority to function in such city and requesting that the governing body so declare.
- (2) The governing body may adopt a resolution declaring that there is need for a housing authority in the city if it shall find that:
- (a) Insanitary or unsafe inhabited dwelling accommodations exist in such city; or
  - (b) There is a shortage of safe or sanitary dwelling accommodations in such city available to persons of low income at rentals they can afford. In determining whether dwelling accommodations are unsafe or insanitary said governing body may take into consideration the degree of overcrowding, the percentage of land coverage, the light, air, space and access available to the inhabitants of such dwelling accommodations, the size and arrangement of the rooms, the sanitary facilities, and the extent to which conditions exist in such buildings which endanger life or property by fire or other causes.

(3) In any suit, action or proceeding involving the validity or enforcement of or relating to any contract of the authority, the authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers hereunder upon proof of the adoption of a resolution by the governing body declaring the need for the authority. Such resolution or resolutions shall be sufficient if it declares that there is such need for an authority and finds in substantially the foregoing terms, no further detail being necessary, that either or both of the above enumerated conditions exist in the city. A copy of such resolution duly certified by the clerk shall be admissible in evidence in any suit, action or proceeding.

**History.**—s. 4, ch. 17981, 1937; CGL 1940 Supp. 7100(3-d).

CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
REGULAR CITY COUNCIL MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
WEDNESDAY, MAY 7, 2008 AT 6:30 P.M.

**ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM (NON-CONSENT ITEMS ONLY) PLEASE FILL OUT A PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE LEGISLATIVE ASSISTANT PRIOR TO THE BEGINNING OF THE MEETING. IN NO EVENT WILL ANYONE BE ALLOWED TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.**

I. CITY CLERK CALLS TO ORDER

Roll Call

Chairperson Thomas was present and presided. Upon a roll call by City Clerk Ward the following were present: Chairperson Cedrick A. Thomas; Chair pro tem Dawn S. Pardo; Councilperson Lynne L. Hubbard; and Councilperson Shelby L. Lowe.

Councilperson Davis was absent.

Invocation/Pledge of Allegiance

Everyone stood for a Moment of Silence and the Pledge of Allegiance led by Councilperson Hubbard.

II. AGENDA APPROVAL:

1) Additions, Deletions, Substitutions

City Manager Wilkins made the following revisions to the agenda: added Item No. 8A - Resolution reference Amendment 002 to an agreement with Palm Beach County; Item No. 13 - Resolution reference Summer Food Service Program; Item No. 14 - Resolution reference Hall of Fame banquet; and revised Resolution for Item No. 10 - to include the amount being appropriated for those attending the National Conference On Preventing Crime In the Black Community in the heading of the resolution.

Chairperson Thomas added receipt of \$2,000 from the Law Enforcement Trust Fund.

Mayor Masters added appointments to the Riviera Beach Housing Authority under board appointments.



001-00-39999 TO THE SPORTS HALL OF FAME FUND; AND PROVIDING AN EFFECTIVE DATE. **ITEM ADDED TO AGENDA**

City Clerk Ward read the aforementioned Resolution into the record.

A motion was made by Councilperson Lowe and seconded by Chair pro tem Pardo to approve Resolution No. 57-08.

MOTION

Fane Lozman, Riviera Beach Marina, made comments in reference to inductees mentoring youth of the community.

Upon a roll call vote by City Clerk Ward, the motion failed with Councilpersons Lowe, Pardo, and Hubbard dissenting.

MOTION FAILED

A motion was made by Councilperson Lowe and seconded by Councilperson Hubbard to refer the aforementioned proposed resolution back to staff to be brought back before the City Council at a later date.

MOTION

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

MOTION APPROVED

Chairperson Thomas stated that as previously noted the 8<sup>th</sup> graders of John F. Kennedy Middle School would not be able to go on their annual trip. He stated that he was making an appeal to the board for their support by requesting Police Chief Williams to contribute \$2,000 from the Law Enforcement Trust Fund in an effort to aid the students in going on their annual trip.

A motion was made by Chair pro tem Pardo and seconded by Councilperson Hubbard directing Police Chief Williams to contribute \$2,000 from the Law Enforcement Trust Fund, if it could be done, to John F. Kennedy Middle School to assist with the cost of the annual trip for the 8<sup>th</sup> graders.

MOTION

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

MOTION APPROVED

#### **VIII. BOARD APPOINTMENT:**

Mayor Masters appointed Ron Porporta and Jerome Taylor to the Riviera Beach Housing Authority.



A motion was made by Chair pro tern Pardo and seconded by Councilperson Lowe ratifying the mayor's appointment to the Riviera Beach Housing Authority.

MOTION

Sylvia Blue, 1516 Broadway, made comments in support of the board appointments.

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

MOTION APPROVED

IX. DISCUSSION BY THE CITY MANAGER:

City Manager Wilkins requested a workshop be scheduled to discuss the beach erosion occurring on Singer Island May 27<sup>th</sup> at 6:00 p.m.

Gerald Ward, 1150 Coral Way, stated this would be a repeat workshop and that the county did not have its way previously; therefore, they wanted the city to entertain. And he encouraged the council not to commit to any funding, due to recent cuts in state funding.

There was a consensus of the City Council directing the City Manager to schedule the workshop in June, depending upon the council's schedule.

City Manager Wilkins requested that the City Council schedule a budget retreat follow-up for May 15<sup>th</sup> at 5:00 p.m.

There was a consensus of the City Council directing the City Manager to schedule the retreat for another date due to the council's prior schedule.

City Manager Wilkins stated that there was a request by the Youth Empowerment Council to discuss the topics that were talked about at their meeting with the City Council; and that they would like for the meeting to be scheduled any day prior to the end of school and after 4:30 p.m.

City Manager Wilkins stated that an organization was contacted to represent supervisory employees who are not exempt. He stated that he was passing down to the council a memo outlining the request. He further stated that he was providing a summary on the new Marriott project issues as request by Chair pro tern Pardo.

X. LEGAL DISCUSSION/REQUEST:

NONE

XI. DISCUSSION AND RECOMMENDATIONS:

Mayor Masters announced that on May 10<sup>th</sup> at 11:00 a.m. at Cunningham Park the Youth Recreation Association would be celebrating the residents of Riviera Beach. He

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
REGULAR CITY COUNCIL MEETING MINUTES  
WEDNESDAY, NOVEMBER 16, 2011 AT 6:30 P.M.  
MUNICIPAL COMPLEX CITY COUNCIL CHAMBERS**

**ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM (NON-CONSENT ITEMS ONLY), PLEASE FILL OUT A PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE LEGISLATIVE ASSISTANT PRIOR TO THE BEGINNING OF THE MEETING. IN NO EVENT WILL ANYONE BE ALLOWED TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.**

**CITY CLERK CALLS TO ORDER**

**Roll Call**

Chairperson Davis was present and presided. Upon a roll call by City Clerk Ward, the following were present: Mayor Thomas A. Masters; Chairperson Judy L. Davis, Chair pro tem Billie E. Brooks; Councilperson Cedrick A. Thomas; Councilperson Dawn S. Pardo; and Councilperson Shelby L. Lowe; Also present were: City Manager Ruth C. Jones; City Clerk Carrie E. Ward, MMC; and City Attorney Pamala Ryan.

**Invocation/Pledge of Allegiance**

Everyone stood for a Moment of Silence and the Pledge of Allegiance led by Councilperson Pardo.

**AGENDA Approval:**

**Additions, Deletions, Substitutions**

**NONE**

**Disclosure By Council**

***(If any Council Member has anything to disclose regarding any item on the Agenda, please do so at this time.)***

**Adoption of Agenda**

A motion was made by **Chair pro tem Brooks** and seconded by **Councilperson Thomas** to approve the agenda.

**MOTION**



A motion was made by **Councilperson Pardo** and seconded by **Councilperson Thomas** to approved Resolution No. 157-11.

**MOTION**

A lengthy discussion ensued amongst the city attorney and city council as to establishing a policy and procedure that would be in compliance with the opinion rendered by the Palm Beach County Commission on Ethics.

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

**MOTION APPROVED**

9. **RESOLUTION NO. 158-11 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REVISION TO THE COMMUNITY BENEFITS SECTION 23.3 OF THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE MANAGEMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**City Clerk Ward** read the aforementioned resolution into the record.

A motion was made by **Councilperson Lowe** and seconded by **Councilperson Thomas** to approve Resolution No. 158-11.

**MOTION**

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

**MOTION APPROVED**

**BOARD APPOINTMENT(S)**

10. **CITY COUNCIL TO APPROVE THE MAYOR'S APPOINTMENT OF A NEW MEMBER OR RE-APPOINTMENT OF HYACINTHIA BECTON TO SERVE ON THE GENERAL EMPLOYEES PENSION BOARD.**

A motion was made by **Chair pro tem Brooks** and seconded by **Councilperson Thomas** to reappoint Hyacinthia Becton to the General Employees Pension Board.

**MOTION**

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

**MOTION APPROVED**

11. **CITY COUNCIL TO APPROVE THE MAYOR'S APPOINTMENT OF RODNEY ROBERTS TO SERVE ON THE RIVIERA BEACH HOUSING AUTHORITY BOARD.**



**Mayor Masters** stated that he was appointing Mr. Roberts to the Riviera Beach Housing Authority Board to complete the term of the late Emma Bates.

#### **DISCUSSION BY THE CITY MANAGER**

**City Manager Jones** wished everyone a happy and safe Thanksgiving.

#### **LEGAL DISCUSSION/REQUEST**

**City Attorney Ryan** stated that the complaint against the county regarding the inspector general expenditures was filed on November 15<sup>th</sup> and that the city had entered into a stipulation to abate the proceeding because governmental agencies had to go through a dispute resolution process. She stated that a copy of the complaint was provided to each elected official and that she would keep the mayor and city council abreast of the progress.

#### **CITY COUNCIL COMMITTEE REPORT(S)**

##### **12. COMMUNITY BENEFITS REQUEST.**

###### **A. CITY OF RIVIERA BEACH LEGISLATIVE OFFICE - \$7,000.00 – CEDRICK A. THOMAS**

A motion was made by **Councilperson Thomas** and seconded by **Chair pro tem Brooks** approving the request of \$7,000 from the Community Benefits Fund.

**MOTION**

Upon a roll call vote by City Clerk Ward, the vote was unanimous.

**MOTION APPROVED**

##### **13. FIRST ANNUAL COUNCILMAN CEDRICK A. THOMAS' 5<sup>TH</sup> GRADE FUN DAY.**

**LOCATION: JOHN F. KENNEDY MIDDLE SCHOOL**

**DATE: DECEMBER 2, 2011**

**TIME: 9:00 A.M. – 11:00 A.M.**

**Councilperson Thomas** provided an overview on the purpose of this planned event. He stated that funding efforts were currently being conducted to cover the expenses of the event which would be deposited into the city account and expenditures would be paid through the city.

A motion was made by **Councilperson Thomas** and seconded by **Chair pro tem Brooks** to approve the proposed event.

**MOTION**

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Board Meeting  
Official Meeting Minutes  
Tuesday, March 13, 2012**

**Call to Order**

**Meeting came to order at 7:14 p.m.**

- I. Moment of Silence/Pledge of Allegiance**
- II. Roll Call**

Upon roll call by Executive Director John Hurt, Chairman J. Jerome Taylor was present and presided. Also present were Vice Chair Delvin Thomas and Commissioners Artice Cobb. Commissioners Ronald Leonard and Rodney Roberts are absent.

Also present were Deputy Director Sharon Jackson, Board Attorney Lynn Solomon and Joe Gluckman, member of the public.

Chairman Taylor passes gavel to Vice Chair Thomas.

Commissioner Leonard comes in at 7:16 p.m.

- III. Additions/Deletions/Reordering and Approval of the Agenda**  
There were no changes to the agenda.

- IV. Disclosures by any Board Members**  
There were no disclosures by board members.

- V. Approval of Minutes: February 13, 2012**

Commissioner Cobb makes motion to approve the minutes. Second by Chairman Taylor.

Chairman Taylor begins to discuss an item from February 13 minutes but decides to await the arrival of Commissioner Roberts.

Commissioner Cobb says he wants ED Hurt to ensure that board action items be responded to by staff. By example, points to the question of the legality of the City requiring a business tax license for single-family homes.

Attorney Solomon says procedurally, the issue should be added to unfinished business, but she agrees with ED Hurt that he thought that issue had been answered at the last meeting: the license is

required by City ordinance. However, ED Hurt said he will respond to the issue in full at the next regular meeting.

**VI. Finance Report:**

**a. February Financial Disbursements**

ED Hurt says staff tried to bring more clarity to the spreadsheet on the 3 bank accounts in response to board concerns. He discusses each bank account and its details.

ED Hurt says when he got access to the LOCKS system, he wrote HUD to tell them the associated bank accounts were closed. He requested 2 new accounts be established in the system. HUD said no, because there was no need for an operating funds account. So 1 account was established with a connection to the LOCKS system. That account is for NSP-1 funds. \$20,873 was the operating funds for 2009 and ED Hurt said he asked DD Jackson to transfer those funds to the operating account.

Commissioner Cobb then begins to go through each line item on accounts payable.

Chairman Taylor asks questions, particularly about services being performed without going out for bid.

Commissioner Roberts comes in at 7:36 p.m.

Commissioners Cobb and Taylor both request more clarity in the financial report.

Commissioner Leonard asks if staff can be paid. ED Hurt replies yes, once the LOCKS money is in. He will wait so as to not hurt operating cash flow.

Commissioner Cobb wants to pay staff tonight.

Commissioner Leonard says he wants the grass cut on housing authority property.

ED Hurt says operations costs for the housing authority building can come from the restricted account but hesitates because he doesn't want to get into financial dire straits. Chairman Taylor agrees.

Commissioner Cobb makes motion to pass the Finance report. Second by Commissioner Leonard. Vote passes, 5-0.

**VII. Unfinished Business**

**a. Proposed RBHA 2011-12 Budget**

ED Hurt begins by reviewing budget figures. Operating budget: \$115,618 with \$5,000 contingency. Income from all sources: \$126,976. Residual left: \$6,358. He recommends the residual be put toward debt settlement.

Chairman Taylor wants line item re former AED Latracia Hayes removed from the budget.



Commissioner Cobb says her line item is a legal obligation, but differs with the amount. He wants to see her line-item taken care of.

Commissioner Roberts asks if her line item is a full or partial amount that she's owed.

Commissioner Cobb replies it is full amount.

Chairman Taylor begins explanation of who Latracia Hayes is. Commissioner Cobb expresses support for the Hayes item being in the budget.

Attorney Solomon adds background information related to Latracia Hayes' contract.

Chairman Taylor makes motion to pass the RBHA 2011-12 budget. Second by Commissioner Cobb. Vote passes 4-1, with Commissioner Roberts voting no.

#### **VIII. New Business**

Commissioner Leonard wants to see the air conditioning repaired. Commissioner Cobb points out it is in the budget. ED Hurt said he will get started on the air condition tomorrow and will send HUD a copy of the budget.

Commissioner Roberts asks about Latracia Hayes. ED Hurt said he and the board will discuss that particular line item as a later agenda item.

Commissioner Cobb says he hopes the Chair will put the item on the next agenda.

Commissioner Roberts makes motion that the Latracia Hayes disbursements be added to the April meeting agenda. Second by Commissioner Cobb. Vote passes, 5-0.

Attorney Solomon offers to send each board member copies of all letters she wrote related to Latracia Hayes and will send to ED Hurt as well.

Commissioner Roberts asks if the housing authority has a riding lawn mower.

Chairman Taylor says yes, but it doesn't work; he tried to get it repaired but it was too costly. He adds he thinks the board should try again to have it repaired.

Board decides by consensus to have the lawn mower repaired and directed ED Hurt to do so.

Commissioner Cobb brings up staff service contracts, especially in light of fact they end in May.

Commissioner Leonard says if the housing authority is in building mode, he doesn't understand why the board wants to review staff contracts at this juncture. Who, he asks, is going to answer the phones?

The board then discusses in detail the hiring of DD Jackson, who supported it, who didn't.



Commissioner Cobb says the housing authority didn't have the funds to pay a DD's salary then and doesn't have it now.

Chairman Taylor says the board wants ED Hurt to work 2 days a week for \$50,000, which would also be used to hire staff.

Commissioner Roberts wants in writing from ED Hurt what his schedule would allow.

Commissioner Cobb points out ED Hurt will have the opportunity to negotiate his contract in May.

Commissioner Roberts said the issue is ED Hurt's availability and the board determining his availability without asking him.

Commissioner Cobb says he wants a vote tonight on eliminating the DD position.

Commissioner Leonard asks ED Hurt his plans for staffing, using the \$50,000. How do you plan to maintain the office, he asks.

Commissioner Cobb asks ED Hurt to consider a 30-hour work week as ED—not as a contractual employee but as a permanent employee with a staffing plan. The housing authority needs a property manager with an accounting background for the office, Commissioner Cobb says, and tells ED Hurt to bring a plan for a reduction in force and how to go forward.

Commissioner Roberts says he feels hoodwinked. First the board said don't itemize administrative salary now we're doing that. We didn't vote to eliminate positions but there's only 1 position in the budget—the executive director's position. But the budget says administrative salaries—plural.

Commissioner Roberts goes on to say he wants to know ED Hurt's availability—not just the board's wish list for his availability. ED Hurt has said he wants staffing levels as is.

Commissioner Roberts makes motion to have the board to seek a letter of availability, along with staffing recommendations, from ED Hurt.

Vice Chair Thomas passes the gavel back to Chairman Taylor.

Commissioner Leonard says the board was looking for expertise when it hired DD Jackson; she has zoning expertise. Mr. Hurt has some expertise...Chairman Taylor interrupts to disagree, saying he is the one who hired DD Jackson.

Commissioner Leonard: so we're autocratic now?

Chairman Taylor: We don't have the money; that's it. He says he's trying to hire only ED Hurt and points out DD Jackson was only hired before because of his lobbying and the support of a former board member, Larry Adams.

Commissioner Leonard says he doesn't support terminating DD Jackson's contract. He says he feels he's being railroaded into doing that.

Commissioner Cobb makes motion to direct ED Hurt to bring to the next meeting a review of his personal contract as a housing authority employee. He also wants to honor DD Jackson's contract to its May 1 end. This, he says, will be in compliance with the budget but that her salary would have to come from contingency.

Attorney Solomon says he has to make 2 motions. Commissioner Cobb then splits his motion into 2: ED Hurt as a permanent employee, honor DD Jackson's contract through May 1, and paying her \$5,000 for March and April.

Chairman Taylor then asks when her termination will be effective.

Commissioner Cobb replies today; fire her tonight and give her \$5,000.

Attorney Solomon says her contract wouldn't terminate until May 1.

Chairman Taylor says we'll pre-pay her.

Commissioner Leonard says we can't do that.

Attorney Solomon points out neither motion received a second.

Commissioner Cobb reiterates his two motions, and directs ED Hurt to submit a personal services contract for June 2012 through June 2013.

Chairman Taylor asks what will happen between now and June 1.

Commissioner Cobb replies that ED Hurt has a contract.

Vice Chair Thomas said he needs some clarity.

Chairman Taylor replies that the board is working on ED Hurt's contract.

Commissioner Cobb reiterates his 2 motions. Second by Vice Chair Thomas.

ED Hurt says the normal protocol is for the ED to have a contract with the board, report to the board, under contract as an employee of the board. All other employees report to the ED.

Chairman Taylor disagrees, saying ED Hurt is trying to make this a housing authority for real. Yes, replies ED Hurt, I am.

Chairman Taylor says this board wants to do something different. We have \$50,000 for administrative salaries, we'll give you the \$50,000 to do whatever you're talking about.

ED Hurt says as a matter of protocol, he's trying to bring clarity. The board hires the ED and the ED hires everyone else, he reiterates.

Chairman Taylor: if that's what you want to do.



Commissioner Leonard brings up the fact the item was not on the agenda and that the board is not following Robert's Rules of Order. From this point on, he says he'd like to have items on the agenda so he doesn't feel blind-sided.

Commissioner Cobb says these 4 items (staff service contracts) were supposed to come back and be on the agenda until the matter is solved.

Commissioner Leonard: when the item comes back you're going to come back with staffing level?

ED Hurt says my understanding is I'm supposed to come back with my contract, then the next step is my authority to hire staffing.

Commissioner Leonard says he wants to amend the motion to say if funds become available, he wants DD Jackson to be first on the list to notify.

Commissioner Cobb: my motion stands.

Attorney Solomon says she's confused: is it the board's position that the motion affects Ms. Jackson?

Commissioner Cobb: no.

Chairman Taylor says this is only about 1 position: the ED, then we'll move on to her, then her, then her (referring to attorney, DD, transcriber).

ED Hurt asks: the renewal of my contract?

Commissioner Cobb: yes, under different terms.

Commissioner Roberts says bring back the contract with respect to the \$50,000.

ED Hurt: the money is a category in the contract?

Vote taken: 4-1, with Commissioner Leonard voting no.

Chairman Taylor: now let's discuss the DD position.

Vice Chair Thomas points out it's not on the agenda.

Commissioner Roberts said he'd like to put out ads saying the housing authority is hiring for this position for 60 days before the contracts are up. Put out ad in April for ED because his contract is up in May.

Attorney Solomon points out that advertising will only bring hundreds of responses with no one to process them and most of the responses will not be qualified.

Commissioner Roberts disagrees; there will be qualified responses. He says he's trying to prevent having an interim director for a period if things don't work out with Mr. Hurt.

Commissioner Cobb says the DD position item wasn't on the agenda but should have been. We've been discussing this for months. He reiterates he wants ED Hurt to come back with a contract at next month's meeting with his reduction in force and to terminate the DD's position.

Commissioner Cobb makes motion for ED Hurt to terminate the DD's position and bring back the proper documents at the next meeting.

ED Hurt says his contract is with the board and is not a party to the DD's contract. She too reports directly to the board. I cannot, he said, eliminate her contract.

Attorney Solomon says he is correct.

Commissioner Cobb makes motion to eliminate the DD position effective May 1. Second by Vice Chair Thomas. Vote passes 3-2, with Commissioners Leonard and Roberts voting no.

Chairman Taylor says to now move on to the general counsel's contract.

Attorney Solomon points out this item was not on the agenda.

Commissioner Leonard leaves the meeting at 9:15 p.m.

The board then discusses what it means to go forward and how to go forward.

Chairman Taylor says terminations happen every day.

ED Hurt says the motion said the DD position terminates effective May 1, but DD Jackson still has check-signing privileges and...

Chairman Taylor interrupts and goes back to discussing the general counsel's contract. Attorney Solomon agrees she is just on call. She also points out there is no quorum currently: Commissioner Leonard left the meeting and Vice Chair Thomas and Commissioner Roberts are both away from the meeting. DD Jackson is also away from the meeting.

Shortly thereafter, Commissioner Roberts returns to the meeting. Several minutes later, Vice Chair Thomas returns.

Commissioner Roberts asks what DD Jackson's compensation will be. DD Jackson returns to the meeting and asks ED Hurt for clarity.

Chairman Taylor says DD Jackson's termination is effective immediately.

Both Attorney Solomon and ED Hurt point out the vote was to terminate position on May 1.

Commissioner Cobb points out he wants to ensure contract terms are met.

Attorney Solomon says DD Jackson is still employed under the terms of her contract.

Commissioner Cobb pulls out her contract and points out the board could've made her termination effective immediately but that the contract actually ends May 25.

Chairman Taylor pushes for immediate termination, pointing out the board is about to go into development mode.

ED Hurt said the agency needs a transition period. We're about to void for ourselves, he said, some expertise that would help us in this development process.

Vice Chair Thomas makes motion to have a special meeting to discuss contracts within the next week. He suggests next Tuesday. Second by Commissioner Roberts. Vote is 2-2 and fails.

Commissioner Roberts makes motion for a special meeting on next Friday. Second by Vice Chair Thomas.

ED Hurt asks what the agenda will be. Vice Chair Thomas says to finish discussing service contracts.

Vote is 3-1, with Commissioner Cobb voting no.

ED Hurt says the agenda will be on the attorney and transcriber's contracts and sets the date, with board approval, for 12 noon on Friday, March 23.

Joe Gluckman, member of the public, leaves at 9:35 p.m.

**IX. Executive Director's Report**

**a. Responses to RFQ for Development Partners**

ED Hurt says there are 7 copies available of each of the RFQ responses. He said the board needs to create a selection committee with 1 commissioner sitting on the committee. He says he envisions at least a 5-member committee.

ED Hurt, with the help of Attorney Solomon, begins to open the sealed documents and separate into stacks for each commissioner.

Vice Chair Thomas makes motion to adjourn. Second by Commissioner Roberts.

Meeting adjourns at 9:55 p.m. Next meeting scheduled for April 10, 2012.



**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Board Meeting  
Official Meeting Minutes  
Tuesday, February 13, 2012**

**Call to Order**

Meeting comes to order at 7:13 p.m.

**I. Moment of Silence/Pledge of Allegiance**

**II. Roll Call**

Board Chairman J. Jerome Taylor is present and presides. Upon roll call by Executive Director (ED) John Hurt, Vice Chairman Delvin Thomas and Commissioners Artice Cobb, Ronald Leonard and Robert Roberts are present. Quorum.

Also present are Board Attorney Lynn Solomon and Deputy Director (DD) Sharon Jackson.

Gavel is passed from Chairman Taylor to Vice Chair Thomas

**III. Additions/Deletions/Reordering and Approval of the Agenda**

No additions/deletions/reordering of agenda

**IV. Disclosures By Any Board Members**

Commissioner Leonard says he met with Malachi Knowles last Friday about his concerns about the Board and whether there were any Board openings.

**V. Approval of Minutes: January 19, 2012**

Commissioner Cobb makes motion to approve the minutes. Second by Commissioner Leonard. Unanimous vote, 5-0.

Chairman Taylor says he wants to receive minutes 1 week before each meeting.

**VI. Finance Report: January Financial Disbursements**

Commissioner Roberts asks about a check written to Chairman Taylor. DD Jackson says last year Chairman Taylor provided extermination services to each of the 4 NSP-1 houses. Chairman Taylor said he didn't receive payment before because of his illness.

Commissioner Leonard asks about a check paid to City of Riviera Beach. DD Jackson says it was to pay for 4 rental licenses, required by City ordinance.

Commissioner Cobb asks Attorney Solomon to check the legality of having to pay Business Tax Receipts on single-family homes.

Discussion ensues among the Board, with focus and questions on line-items, expenses, accounts payables and receivables.

Commissioner Cobb makes motion to accept the January disbursements. Second by Commissioner Leonard. Unanimous vote, 5-0.

## **VII. Unfinished Business**

### **a. Proposed RBHA 2011-12 Budget**

ED Hurt reminds the Board that this item came before them at the last meeting but it wasn't approved because of concerns that some line items were missing. He discussed revenues, and fact HUD said the housing authority can use up to 3 percent of projected funds—about \$25,000—for operating expenses. He also says the authority has an offer to lease land to a road construction company working on Blue Heron Boulevard widening for 5 months at \$500 a month.

ED Hurt then discusses expenditures, and that they are the same as previously submitted, and the authority has a repayment plan for the City water department.

Ed Hurt then discusses outstanding IRS taxes that are past due. DD Jackson said \$5200 is total owed and that she requested a repayment plan on behalf of the authority. IRS offered \$500 per month but nothing has been confirmed. Money owed is result of 941s over a long period not being turned in.

Discussion ensues. Commissioner Cobb said he agrees with the presented budget figures. Chairman Taylor requests a budget workshop.

Commissioner Roberts makes motion to table further discussion in favor of a budget workshop. Second by Commissioner Cobb. Unanimous vote, 5-0.

The Board agrees by consensus to hold a budget workshop at 7 p.m. on Wednesday, February 22, 2012.

### **b. RBHA 2011-12 Service Contracts**

- 1. PT Executive Director**
- 2. PT Deputy Director**



**3. General Counsel**

**4. Transcriber**

Chairman Taylor reminds the Board it voted 2-2 on the PT Executive Director.

Commissioner Cobb makes motion to have ED Hurt continue as PT Executive Director through May 2012 and requests that he be in town more and to increase his salary because the housing authority will be in development mode. Second by Commissioner Leonard.

Chairman Taylor says he should be full-time now. Commissioner Leonard disagrees with other changes because the authority is in development mode and he prefers to see the entire staff stay and then re-evaluate in May—at the end of their contracts. Plus, the Board needs an evaluation tool.

Commissioner Roberts says he is concerned about the lack of funds and is ready to make some changes.

Commissioner Cobb recommends dealing with all of these issues at the budget workshop.

Commissioner Leonard moves to amend Commissioner Cobb's motion to study the feasibility of all 4 staff positions during the budget workshop.

Attorney Solomon points out that the amendment and motion are not compatible: Commissioner Cobb's motion is basically a vote of confidence in the Executive Director.

Vice Chair Thomas says the Board should table all four items until after the budget workshop.

Commissioner Cobb withdraws his motion and makes new motion to table Item B to bring back at the budget workshop and then vote at the next regular meeting March 13. Second by Chairman Taylor. Unanimous vote, 5-0.

**VIII.**

**New Business**

**a.**

**Palm Beach County Commission on**

**Ethics**

ED Hurt says the Ethics Commission is asking the housing authority to approve a Memorandum of Understanding (MOU), whereby the commission would come in and do a free workshop on ethics as it has done for a lot of other boards.

**b.**

**Ranger Construction Land Lease**

**Proposal**

ED Hurt says Ranger is doing the widening of Blue Heron Boulevard and has requested using housing authority land as a staging/storage area during construction for \$500 a month.



Chairman Taylor and Vice Chair Thomas point out that's not enough money. Chairman Taylor wants \$1,000 per month plus Ranger to cut grass on housing authority property. Commissioner Leonard agrees.

Commissioner Cobb adds there should be a stipulation that FDOT and the City approve the agreement between Ranger and the housing authority. Chairman Taylor and Vice Chair Thomas disagree.

ED Hurt said whatever the Board wishes, by consensus, he will take to Ranger.

Chairman Taylor makes motion to direct ED Hurt to seek a new proposal through negotiation with Ranger and for the Board to accept the result of that negotiation if this motion passes. Chairman Taylor and Vice Chair Thomas vote yes, Commissioners Cobb and Roberts vote no. Tie vote, 2-2, motion fails.

Commissioner Cobb makes motion to go forward with asking Ranger for \$1,000 a month and cutting of the housing authority grass contingent upon approval by the City. Second by Chairman Taylor. Chairman Taylor, Vice Chair Thomas and Commissioner Cobb vote yes, Commissioner Roberts votes no. Motion passes, 3-1.

#### **c. Local Workforce Data Base**

ED Hurt says Commissioner Roberts requested a database for local workforce be created so when the housing authority begins its redevelopment project, contractors will have a ready pool of local laborers from which to choose.

Commissioner Cobb wonders if something like that already exists. Commissioner Roberts says no.

Commissioner Cobb asks if this concept is part of the RFQ. ED Hurt responds no, but that Commissioner Roberts wants to be proactive about getting local labor from the project area; his goal is to provide opportunities for local workers.

Board members disagree with this concept for various reasons, though Commissioner Cobb said the goal is laudable. The parameters need to be worked out and suggests the Chair appoint a subcommittee to work on it.

Attorney Solomon leaves at 8:56 p.m.

Chairman Taylor recommends Commissioner Roberts be chairman of the subcommittee on development of a local workforce database.

### **IX. Executive Director's Report**

#### **a. Commissioner Cobb's Request for Information Regarding Pending Issues**

ED Hurt hands out list of pending issues: tax obligations; corporate registration; and outstanding City water bill.

#### **b. Questions from Potential Developers Regarding RBHA RFQ**

**X. General Discussions and Public Comment**

Vice Chair Thomas passes gavel back to Chairman Taylor.

Chairman Taylor begins discussion of a meeting he and ED Hurt will have with City Manager Ruth Jones and City Council Chair Judy Davis on Tuesday, February 14. The meeting is based on information requested in October by Councilmember Dawn Pardo from the City Council dais.

He says a letter was sent from the City to the housing authority but no one at the housing authority knows anything about the letter.

ED Hurt directs DD Jackson to call Attorney Solomon to ask about the letter.

Commissioner Cobb makes motion to add this item to the agenda for the record. Second by Vice Chair Thomas.

Attorney Solomon, on the phone, says she does not recall a letter as described and, if she had, she would have brought it to the Board's attention. The only issue with the City she recalls, she says, had to do with the outstanding water bill.

Chairman Taylor says the City Manager sent the letter to Attorney Solomon and reiterates a meeting to discuss it is upcoming. He then asks if anyone in the room had received the letter. No one had.

Commissioner Cobb says he saw a City Council meeting where the City Manager told the City Council that she had contacted the housing authority but had not heard anything back. He doesn't recall the issue.

Commissioner Roberts asks Chairman Taylor how much money he spent on extermination for the 4 rental properties. Chairman Taylor responds he didn't spend any money.

Commissioner Roberts asks Chairman Taylor if he's the reason the housing authority Board is in the red. Chairman Taylor scoffs at the comment and Commissioner Roberts responds he hopes to get answers at the budget workshop.

Commissioner Cobb says he wants to share his financial projections with the Board. He then says he supports Commissioner Roberts right to ask the questions he's asking because it will help him be successful on the board.

Commissioner Roberts asks what happened to \$500,000 HUD left here for development. Chairman Taylor expresses surprise.

Commissioner Cobb makes motion for adjournment. Second by Commissioner Roberts.

Meeting adjourns at 9:20 p.m.



**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Special Meeting  
Official Meeting Minutes  
Tuesday, January 19, 2012**

**Call to Order**

- I. Moment of Silence/Pledge of Allegiance**
- II. Roll Call**

Board Chairman J. Jerome Taylor was present and presided. Upon roll call by Executive Director (ED) John Hurt, Vice Chairman Delvin Thomas and Commissioners Artice Cobb and Robert Roberts were present. Commissioner Ronald Leonard was absent.

Also present were Board Attorney Lynn Solomon, Deputy Director (DD) Sharon Jackson and Margaret Shepherd, member of the public.

Gavel is passed from Chairman Taylor to Commissioner Cobb.

- III. Additions/Deletions/Reordering and Approval of the Agenda**  
The agenda was reordered under Unfinished Business, so that Item B became Item A
- IV. Disclosures by Any Board Members**  
Commissioner Roberts disclosed that he has a niece who is a general contractor and may bid on the housing authority's development contract.

**Approval of Minutes**

No minutes were approved.

- V. Finance Report**

There was no finance report presented.

- VI. Unfinished Business**

- a. Proposed RBHA 2011-2012 Budget**
- b. 2011-12 Service Contracts**
  - 1. Part-time Executive Director
  - 2. Part-time Deputy Director
  - 3. General Counsel
  - 4. Transcriber



**a. Proposed RBHA Budget**

ED Hurt says the only income being generated for housing authority is through rental of 4 NSP properties. Pro forma budget was presented at last meeting and provided to the PBC Housing and Community Development Department, which has not yet responded. With operating expenses have thus far, there is a shortfall. Recommends transfer of \$50,000 from restricted account to operating account.

Commissioner Cobb wants to consider each line item.

Discussion ensues with board. Board concerned whether HUD would approve transfer. ED Hurt said yes. Vice Chair Thomas agrees, saying HUD would approve because the authority is in development mode. Attorney Solomon indicates she is unclear about sources of funds or HUD's position on use.

**b. Service Contracts**

**1. & 2. Executive Director/Deputy Director**

Commissioner Cobb says he doesn't support carrying so much staff when the authority is having financial challenges. Chairman Taylor agrees.

Board discusses consolidating duties of executive director and deputy director and using board attorney only when there are legal questions to answer. ED Hurt discusses funds that should become available once the LOCK (?) system, going back to 2008, is fully accessed.

Discussion continues.

Commissioner Cobb passes gavel to Vice Chair Thomas and makes motion to delete the Deputy Director position from the budget. Second by Chairman Taylor. Commissioner Roberts abstains. Vote fails.

Commissioner Roberts makes motion to direct ED Hurt to have Attorney Solomon determine what restricted funds can be used for. Second by Commissioner Cobb. ED Hurt says this is a policy decision that doesn't require a vote. He says he will provide the documents that show authorized uses.

Vice Chair Thomas suggests cutting salary of Deputy Director's position instead of eliminating position.

Commissioner Cobb makes motion board create 2011-12 operating budget. Second by Chair Taylor. Chair Taylor and Vice Chair Thomas vote yes, Commissioner Roberts votes present. Vote passes, 3-1.

Board continues discussion of service contracts, costs, including deferred compensation, and budget.

Commissioner Cobb makes motion to ensure board deal with issues of compensation for current staff. Second by Vice Chair Thomas. Unanimous vote, 4-0.

Chair Taylor asks about current funds in bank accounts.

Commissioner Roberts makes motion that the board accept that the authority has been in development mode for 4 years. Motion dies for lack of second.

Discussion continues about compensation of staff. Commissioner Cobb said he'd like to see Deputy Director's position eliminated and responsibilities consolidated. Commissioner Roberts counters that termination not warranted because the authority is in development mode and will need the skills of the current Deputy Director.

Commissioner Cobb makes motion to eliminate Deputy Director position. Chairman Taylor and Commissioner Cobb vote yes, Vice Chair Thomas and Commissioner Roberts vote no. Tie vote, motion fails.

### **3. Board Attorney**

Chair Taylor suggests board attorney be paid only for actual work, not for telephone calls and such. Attorney Solomon responds she can reduce her billing.

Commissioner Roberts makes motion to table item and go to new business. Second by Chair Taylor. Commissioner Cobb wants to give ED Hurt a directive.

Commissioner Roberts makes motion to table Item B with respect to 3 and 4. Motion dies for lack of second.

### **4. Transcriber**

Chair Taylor recommends fee be cut to \$100 per meeting attendance. Vice Chair Thomas makes motion to make transcriber offer of \$100 fee per attended meeting. Second by Chair Taylor. Vote is 3-0 with Commissioner Roberts voting present.

ED Hurt asks for clarity: should staff make this offer to transcriber. Commissioner Cobb says yes.

### **VII. New Business**

No new business.

### **VIII. Executive Director's Report**

No report from Executive Director.

### **IX. General Discussions and Public Comment**

#### **Public Comment**

Margaret Shepherd, member of the public, says she's happy to be back in the City of Riviera Beach and is pleased to see Chair Taylor healthy and back on the job. She then talked about the history of Ivey-Green complex.

#### **Comments from Board**

Chair Taylor led discussion about RFQ and other development issues and wonders how board can move forward on development without a budget. Discussion ensues.

Chair Taylor makes motion to change meeting date to 7 p.m. on Monday, February 13. Second by Vice Chair Thomas. Vote passes 3-0, with Commissioner Roberts voting present.

Commissioner Robert asked about forensic audit. ED Hurt explained. Chairman Taylor asks if RFP was being advertised. ED Hurt said yes, in places where advertising is free. Chair Taylor urged him to advertise wider.

Commissioner Cobb makes motion to adjourn. Second by Chair Taylor.

Meeting ends 9:48 p.m. Next meeting scheduled for 7 p.m. Monday, Feb. 13, 2012.



**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Meeting  
Official Meeting Minutes  
Tuesday, December 13, 2011**

**Call to Order**

**Meeting came to order at 7:14 p.m.**

**I. Moment of Silence/Pledge of Allegiance** led by Commissioner Artice Cobb

**II. Roll Call**

Vice Chairman Delvin Thomas was present and presided. Upon roll call by Executive Director (ED) John Hurt, Commissioners Artice Cobb and Ron Leonard are present. Board Chairman J. Jerome Taylor is absent.

Also present are Board Attorney Lynn Solomon, Deputy Director (DD) Sharon Jackson and Herb Ammon, member of the public.

**III. Additions/Deletions/Reordering and Approval of the Agenda**

Commissioner Leonard requests addition of an item about Lincoln Elementary School to New Business.

Commissioner Cobb requests addition of a discussion about the housing authority's public services contracts, specifically those related to the board attorney, the meeting transcriber, the executive director and the deputy director.

Executive Director Hurt requests addition of an item related to the appointment of a new board member, Rodney Roberts, by Mayor Thomas A. Masters. ED Hurt says no formal letter has been received from the Mayor's office. Discussion ensues with Board Attorney Solomon about the necessity of a formal letter before a new board member can be seated.

Commissioner Cobb says once the Mayor makes an appointment that is ratified by the City Council, which occurred on November 16, then the new member is duly authorized to sit. Attorney Solomon says the City Council's agenda item summary sheet can be used in place of the formal letter and can be made part of the housing authority's formal records.

Commissioner Cobb makes motion to seat Rodney Roberts as a member of the board. Second by Commissioner Cobb. Unanimous vote, 3-0.

ED Hurt gives Commissioner Roberts a copy of the housing authority's business plan and bylaws. Commissioner Cobb gives him a copy of the "Commissioner's Guide to Public Housing." Commissioner Roberts is welcomed by the board.

#### **IV. Disclosures by any board members**

There were no disclosures by the board.

#### **V. Approval of Minutes**

Commissioner Cobb makes motion to approve the minutes of August 9, 2011, with attached revisions. Second by Commissioner Leonard. Commissioner Roberts abstains. Discussion with Attorney Solomon about abstentions. She agrees he could abstain given fact, as he indicated, that he was not on board at time of meeting. Unanimous vote, 3-0.

Commissioner Cobb makes motion to approve the minutes of August 25, 2011, with attached revisions. Second by Commissioner Leonard. Commissioner Roberts abstains. Commissioner Cobb questions whether the board needs to vote to reconsider tabling of an item from the minutes. Attorney Solomon says the item rolls over to the next meeting. Commissioner Leonard adds if the board chairman and the executive director agree to put it on the next agenda—but they don't have to. Discussion ensues. Unanimous vote, 3-0. Commissioner Roberts abstains.

Commissioner Cobb makes motion to approve the minutes of September 2, 2011. Second by Commissioner Leonard. Commissioner Roberts abstains. Commissioner Cobb requests revision of a misspelled word on page 2. He modifies his motion to include the correction. Unanimous vote, 3-0.

Commissioner Cobb makes motion to approve the minutes of September 5, 2011. Second by Commissioner Leonard. Commissioner Roberts abstains. Unanimous vote, 3-0.

Commissioner Cobb makes motion to table the minutes of September 13, 2011, given fact there were no written minutes submitted. Commissioner Cobb directed staff to determine what happened to the official minutes. Second by Commissioner Leonard. Commissioner Roberts abstains. Unanimous vote, 3-0.

Commissioner Cobb makes motion to approve the minutes of October 11, 2011. Second by Commissioner Leonard. Commissioner Roberts abstains. Unanimous vote, 3-0.

Commissioner Cobb makes motion to approve the minutes of November 8, 2011. Second by Commissioner Leonard. Commissioner Roberts abstains. Unanimous vote, 3-0.

#### **VI. Finance Report**

##### **a. October Financial Disbursements**

Deputy Director Jackson asks if the board had any questions about the material provided at November 8, 2011, meeting. Commissioner Leonard asks if the housing authority has received funds

from Palm Beach County. ED Hurt replies yes, three checks have been deposited into the restricted account. He detailed the amounts. Commissioner Leonard asks if the housing authority is covering its expenses. ED Hurt replies the authority's finances are very tenuous. He points out neither he nor DD Jackson has been paid since end of October. DD Jackson detailed the amount of checks received from the county, which are reimbursements for work done on NSP houses.

Commissioner Leonard asks if the board can use funds in the restricted account for operating expenses. ED Hurt says no. Discussion ensues. ED Hurt says he wrote HUD to say the housing authority is now in development mode and sent it a copy of the RFQ. He remains optimistic the authority will get past this lull.

Commissioner Cobb returns to October financial report. He asks if the county has all the information it needs for reimbursement. He believes there's another check due, based on the projected receipts. ED Hurt replies there were checks received before the last 3. Commissioner Cobb makes motion to accept the October report if the authority has received everything for the NSP program.

Commissioner Leonard asks if back pay due to staff can be paid before Christmas. Commissioner Cobb agrees and asks if, as of October 30, the NSP account balance was \$1296. DD Jackson says yes. He asks about the balance amount shown in the operating account is correct. DD Jackson says yes.

Commissioner Cobb makes motion to accept the financial report ended October 30. Second by Commissioner Leonard. Unanimous vote, 3-0, with Commissioner Roberts abstaining.

#### **b. November Financial Disbursements**

DD Jackson says no funds were spent from either restricted account or operational account. Funds spent came from rentals and was used to pay utilities bills on each building plus the administration building.

Commissioner Leonard asks if the water bill issue was resolved. DD Jackson says yes; the bill is down from \$3,000 to \$85.

Commissioner Cobb asks several specific questions related to November bank statements and about the current balance, which DD Jackson replies is \$1661.87 as of today, December 13. Commissioner Cobb asks what is operations account balance. DD Jackson replies \$1512. Commissioner Cobb expresses confusion over the authority's accounts, their balances and expenditures. DD Jackson points out there are two operating accounts, plus an interest-bearing account with \$233,434.

Commissioner Cobb makes motion to approve the November 2011 financial statement. Second by Commissioner Leonard.

Vice Chairman Thomas directs DD Jackson to in the future do detailed financial reports that clearly title each account.



Commissioner Cobb modifies his motion to include Vice Chairman Thomas' directive. Unanimous vote, 3-0, with Commissioner Roberts abstaining.

**c. Riviera Beach Housing Authority Bank Atlantic Account Audit**

DD Jackson says there is \$2767 in the payroll account. Commissioner Cobb asks how much back pay is owed to staff. He then discusses history of the authority's accounts, how the board used various funding methods and his involvement while Acting Executive Director (AED). He said HUD will be looking for \$300,000. ED Hurt concurs.

Commissioner Leonard asks if their point is the authority is short on funds. Commissioner Cobb says yes. He said his projection is there should be \$70,000 going into the restricted account.

Vice Chairman Thomas asks Commissioner Cobb why he had not yet sat with ED Hurt to go over financial documents. Commissioner Cobb replies the board needs to direct staff to do a budget because staff knows there should be \$300,000 in that account. He reiterates there is a check not received that is to be used to balance out the account.

ED Hurt said he thinks at the next meeting there needs to be clarity as to the status of authority's accounts. He points out it has been difficult and cumbersome for staff to get information it needs because it didn't have access to data in the LOCKS (?) system. He agrees the board needs a clear picture as of the date of the audits. He recommends this be added to the next agenda.

Vice Chairman Thomas asks when Commissioner Cobb and ED Hurt can get together. ED Hurt replies they have met, Commissioner Cobb has passed on documents and a large volume of emails. Material needs to be sorted through by both Commissioner Cobb and ED Hurt.

Vice Chairman Thomas asks them to schedule a meeting. They agree to meet at 9 a.m. on January 3, 2012. Commissioner Cobb said there will be a complete report ready for next meeting, January 10, 2012.

ED Hurt reminds board it asked for audit prior to transfer of funds to TD Bank and on issues raised by MTG Consultants.

Vice Chairman Thomas points out there was specific interest by board in a \$14,000 deposit with no receipt and a February 3, 2011, check for \$5239.93 and several over-the-counter transactions where no financial records were available. He refers to page 3 of the report.

Commissioner Leonard said Commissioner Cobb was trying to explain those details but walked out of the meeting before it was over.

Commissioner Cobb said he would share with ED Hurt the full report to best of his knowledge and records he has and will consider any documents Bank Atlantic has. He said the audit should direct staff to come back with report deficiencies that can't be substantiated. He can't substantiate

information he doesn't have. Therefore, staff needs to perform some due diligence to fill in the blanks.

Commissioner Cobb goes on to say there was an issue as it relates to his compensation as AED and that he is responsible for answering the questions. However, no one had his documentation even though it is part of the record. He said he can answer all questions except for those related to the last 3 months. All expenses can be verified. He understood that he was not eligible for salary but that the bylaws allow extra expenses to be paid as long as documented. He talks more on this topic.

Vice Chairman Thomas points out again that no meeting has occurred between Commissioner Cobb and ED Hurt.

Commissioner Cobb said allegations made will be shown to be false once he and ED Hurt meet. He makes motion to table the item and add this audit report to the discussion he will be having with ED Hurt on January 3.

Commissioner Leonard asks if Commissioner Cobb and ED Hurt will be able to reconcile information without the missing documents.

Vice Chair Thomas reminds that Commissioner Cobb says he can present those missing documents to ED Hurt January 3.

ED Hurt point out the auditor was provided bank statements for the period covered under the audit—January through July 31—and not contracts, change orders and other data.

Commissioner Cobb restates his motion to table the item until the next meeting. Second by Commissioner Leonard, oppose by Commissioner Roberts. Motion passes, 3-1.

#### **VII. Unfinished Business**

There was no unfinished business.

#### **VIII. New Business**

##### **a. Lincoln Elementary School.**

Commissioner Leonard asks for support of the housing authority board for a Fish Fry the school will be sponsoring on December 16, 2011. Several commissioners said they would support the effort by buying dinners.

##### **b. Discussion of Public Service contracts**

Commissioner Cobb says the board needs to review staffing levels as it relates to the housing authority's finances. He requests copies of the agreements or contracts of each person working for the board: the board attorney, the meeting transcriber, the deputy director and the executive director so the board can determine which positions are necessary.

Commissioner Cobb says the deputy director position is overstaffing, because the bylaws only refer to one staffer—the executive director.

He also points out that staff salaries should not be further deferred. He requests each contract be placed on agenda for discussion at next meeting. He asks again for staff to create a budget, which would help in evaluating the need for current staffing levels. He adds that working relationships on the board need to be exposed.

Commissioner Cobb makes motion to discuss all public service contracts at the January 10 meeting. Second by Commissioner Leonard.

Commissioner Roberts suggests the discussion be held tonight, given fact it sounds to him that Commissioner Cobb has done his due diligence.

Commissioner Cobb agrees, but says he needs more information to make an informed decision.

Vice Chair Thomas said the board will need to consider further information that will be provided.

Commissioner Roberts wants the information prior to next meeting. Commissioner Leonard asks if staff can have a budget prepared in time for January 10 meeting. ED Hurt says a preliminary budget can be ready.

Commissioner Leonard tells ED Hurt to make sure all contracts are in hand at next meeting.

#### **VIII. Executive Director's Report**

ED Hurt says the housing authority has lease deposits on two of the remaining three unoccupied NSP houses—Centerstone and 23<sup>rd</sup> Street. Rents had to be reduced on both: Centerstone to \$1300 and 23<sup>rd</sup> Street to \$900. Both moves dictated by the state of the local rental market.

ED Hurt says he now has access to HUD's LOCK (?) system and he's going through the system month-by-month and trying to get the TD Bank account attached so the housing authority can draw down cash. The authority hasn't had access to the system since September 2009. The system is set up so an administrator has to go in each month and unlock it to be able to make necessary report.

ED Hurt says he had an introductory meeting with Laurel Robinson of the WPB housing authority and she verbally committed to providing 50 vouchers. Since then, he had a meeting with all of the housing authorities in Palm Beach County—a first step in countywide cooperation.

On the development RFP, ED Hurt says he has prepared the document, made some final edits and, with the board's support, will post it to the authority's website and advertise it widely. He hopes to follow schedule already laid out and to have the RFP up by day's end tomorrow. He also said the authority is now posting its meeting agendas and minutes on its website.



With regard to the RFP, the first phase is planned to build 50 to 70 units of senior housing. ED Hurt also said a board member will need to be appointed to serve on the vendor selection committee. He has kept HUD informed along the way.

Commissioner Roberts asks if government money will be lost if not used by December 31. ED Hurt replies yes, if it is not released by the LOCK program. That's why staff is working so diligently to get it unlocked and caught up.

Commissioner Roberts requests a statement of IOUs of money owed to staff.

Commissioner Leonard requests that DD Jackson and ED Hurt get some pay before Christmas. ED Hurt said DD Jackson will pay herself this week.

Commissioner Roberts asks ED Hurt his view on staffing levels. ED Hurt replies that the authority has been in survival mode since he got here. Once it gets into development mode, the staffing levels will be critical to the types of activities the authority will be involved in.

Commissioner Roberts asks how many commissioners were on the board when the RFP was approved. ED Hurt said the board hasn't approved the RFP.

Commissioner Roberts points out the ED had plans to put it on website. Without board approval? ED Hurt said the RFP was presented about two months ago to the members who are now on the board. Discussion ensues about whether the board approved the RFP. ED Hurt asks Attorney Solomon to respond.

Attorney Solomon says yes, the board has to approve the RFP before it goes out.

Vice Chair Thomas says the board needs to move ASAP on considering the RFP.

Commissioner Cobb makes motion to add the RFP to the January 10 meeting agenda.

ED Hurt points out the schedule will have to be revised in order to move forward on advertising, review and selection of developer.

Commissioner Roberts asks to see the RFP. ED Hurt said he'll email it to him.

Commissioner Cobb moved for adjournment. Second by Commissioner Leonard.

Meeting adjourned at 10 p.m.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Meeting  
Official Meeting Minutes  
Tuesday, November 8, 2011**

**Call to Order**

Meeting came to order at 7:17 p.m.

**I. Moment of Silence/Pledge of Allegiance**

**II. Roll Call**

Vice Chairman Delvin Thomas was present and presided. Upon roll call by Executive Director (ED) John Hurt, only Commissioner Artice Cobb was present. Board Chairman J. Jerome Taylor and Commissioner Ronald Leonard were absent.

Also present were Board Attorney Lynn Solomon and members of the public Herb Ammon, Terrance Davis and Rodney Roberts.

The meeting was adjourned at 7:21 p.m. for lack of a quorum.

A special meeting was scheduled for 6:30 p.m. on November 22, 2011.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Meeting  
Official Meeting Minutes  
Tuesday, October 11, 2011**

**Call to Order**

Meeting came to order at 7:23 p.m.

**I. Moment of Silence/Pledge of Allegiance**

Deputy Director(DD) Sharon Jackson led the pledge.

**II. Roll Call**

Vice Chairman Delvin Thomas was present and presided. Upon roll call by Executive Director (ED) John Hurt, the following were present: Commissioners Artice Cobb and Ronald Leonard. Commissioner Emma Bates and Chairman J. Jerome Taylor were absent. Quorum.

Also present were Board Attorney Lynn Solomon, transcriber Marian Dozier and Herb Ammons, member of public.

**III. Disclosures**

There were no disclosures by the board.

Under this item, Commissioner Leonard requested to add to the agenda a discussion about Commissioner Bates, who has died. Commissioner Leonard wanted to know how the board planned to memorialize her. A memorial service has been planned for 2 p.m., Sunday, October 16, 2011, at Tate Recreation Center. Commissioner Cobb moved to add the item under New Business. Second by Commissioner Leonard. Unanimous vote, 3-0.

Commissioner Cobb points out "Additions/Deletions" was not listed on the agenda and makes motion to permanently add "Additions/Deletions" as an agenda item. Second by Commissioner Leonard. Unanimous vote, 3-0.

**IV. Approval of minutes**

Minutes will be presented at next regularly scheduled board meeting, November 8, 2011.

**V. Finance Report**

**a. September Financial Disbursements**



Report compiled by Deputy Director Jackson. Commissioner Cobb asks repeated questions about disbursements from both NSP-1 and operations account. Commissioner Leonard asks about the water leak on the Ivey-Green property. ED Hurt replies leak was repaired, the water is turned back on and that Chairman Taylor handled it. Commissioner Cobb concerned about the actual work performed, who did it, how much it cost, who approved it. Commissioner Cobb also expresses concern about housing authority expenses, especially for administrative costs, with lack of funds coming in and how the authority will pay for them in the long run. ED Hurt replies that about \$20,000 was transferred from the restricted account to the operating account by board decision at Labor Day meeting. He also points out that the authority is expecting reimbursements from the county for NSP-1 expenses and there are still houses to rent. He allows there is some uncertainty.

Commissioner Cobb is also concerned about lack of a budget for 2011-2012 and reiterates he sees a cash flow problem coming. ED Hurt agrees.

Commissioner Leonard asks if the authority got a Lowe's credit card, saying it could help with cash flow concerns. DD Jackson said no; there is concern about debt and that Chairman Taylor made necessary purchases already as to appliances.

Commissioner Cobb wants to see staff create a workable budget and says he has problems with the decision to transfer of funds at Labor Day meeting. He points out the authority is paying for utilities on empty houses, staff salaries and other expenses. He tells board it needs to give staff direction because he doesn't see funds needed to operate based on the financial report.

ED Hurt says he isn't sure reimbursements from county should go into the operating fund. It should replace the NSP-1 funds spent. He deferred response to HUD on this. The board may need to open another account for NSP-1 so funds are not commingled.

DD Jackson said \$34,000 is county reimbursement amount. and \$129,000 in unrestricted account.

ED Hurt and Commissioner Cobb said there should be \$350,000 in that account, given disbursements made by HUD.

Commissioner Cobb said ED Hurt needs to come up with a budget. ED Hurt agreed, saying there needs to be 2: 1 for NSP-1, 1 for operating.

Vice-Chair Thomas asks what happened to the paperwork from Terry Booty. ED Hurt replies that Greco said he was playing phone tag with Booty.

Vice-Chair Thomas asks if Booty is holding up the information needed to get reimbursements. Yes, ED Hurt said. He will call Booty tomorrow.

Commissioner Leonard makes motion to write Greco to ask for closure and to copy Booty. Second by Commissioner Cobb. Unanimous vote, 3-0.

**b. Riviera Beach Housing Authority Bank Atlantic account audit**

Commissioner Cobb questions the figures related to the August 1 trial balance, cost overruns to rehabilitate the 4 NSP-1 houses and the total overage. Commissioner Leonard said it wasn't clear to him what became of the lost \$5299. ED Hurt asks Commissioner Cobb to explain.

Attorney Solomon tells Commissioner Cobb that all files and documents he has belong to the housing authority.

Commissioner Cobb responds that he has documents ready to hand over to staff but hasn't had chance to meet with staff.

Attorney Solomon said at some point Mr. Hurt has to have a frank discussion with HUD so the board has to account for the missing funds. Audit findings will not bear well with HUD going forward. Matter needs to be handled, either toward closure or criminal charges. Reiterates to Commissioner Cobb that he needs to provide documents so the board can get a full accounting of the accounts.

Commissioner Cobb reiterates he'd set a date to transition the records before and that he remains willing to meet with ED Hurt to go over the records. He talks about setting up meeting date and time.

He and ED Hurt settle on 8 a.m. Friday.

Commissioner Leonard said the focus should be on gathering findings on questions 1 through 4 of the audit. He said this is déjà vu all over again. This needs to get cleared up. He asks Commissioner Cobb to make sure he gets records together.

Vice-Chair Thomas pulls out copies of checks. Vice-Chair Thomas says Commissioner Cobb needs to explain them.

Commissioner Cobb says they are for expenses during his tenure as acting executive director.

Vice-Chair Thomas: you had \$5,200 in expenses? Yes, Commissioner Cobb responds.

Vice-Chair Thomas asks who were the authorized check signers. Why are the checks signed by you and Juan Atkins?

Attorney Solomon said he should not have been a signer as acting executive director.

Commissioner Cobb points out the checks were costs of doing business—for his gas, internet and computer use, etc., and that they were expenses approved by (then-) Chairman Atkins.

Commissioner Leonard points out the checks should have been brought before the board so they were authorized. He said if HUD were to ask if the board authorized Mr. Cobb to sign checks himself and board can't show it did, that's a problem.

Commissioner Cobb says each expense each month was placed before the dais and Chair Atkins signed with the support of then-Vice-Chair J. Jerome Taylor. They were not agenda items but an accounts payable expenditure each month.

Attorney Solomon said she does not recall that, thought she wasn't at each meeting. She adds that the only approved agreement was that the acting executive director would be paid for expenses.

Attorney Solomon said the board may be looking at some issues of restitution. Whether or not expenses are legitimate can't be decided today. She said DD Jackson and ED Hurt have to look at materials and inform board what's reasonable. She allows that she doesn't know what's acceptable or not.

Commissioner Leonard asks how HUD would view this.

ED Hurt replies HUD will question what are reasonable expenses. For example, it could ask if 65 cents per mile is reasonable given federal rate is 50 to 55 cents. Did the board find this reasonable, did the board agree? Was the arrangement transparent, above board and reasonable?

Vice-Chair Thomas said he needs to hear answers to these questions.

Commissioner Leonard asks if we'll get into trouble if it didn't authorize these expenses.

ED Hurt said not Commissioner Cobb, but the board will. This is the type of issue for which HUD said it came in some years ago. We are in a tenuous position here.

Commissioner Leonard said he wants to know what happened with two withdrawals that had no documentation. Commissioner Cobb said he'd have to go back and look at those items in detail.

Commissioner Leonard asks other specific questions, to which Commissioner Cobb said he will look over all the documents in detail beginning on Friday with ED Hurt. He points out this is why it was so important to transition from the old leadership to the new leadership.

Attorney Solomon said at that point the board will determine appropriation action.

Vice-Chair Thomas directs Attorney Solomon to follow up with questions to the former chair. Attorney Solomon agreed.

Commissioner Leonard turned discussion to rental houses and the processes used to try to lease them out. Board discusses with DD Jackson and ED Hurt varying options to attract tenants, both that they've tried and new ideas to try.

## **VI. Unfinished Business**

### **a. Revised Lawn Maintenance Contract.**

DD Jackson points out board had her revise the contract to include entrance to Ivey-Green and quarterly fertilizing. Discussion ensues about what to include in contract, who has thus far bid. Board is concerned about costs of a contract versus hiring ala carte for each property.

Commissioner Cobb moves to table revised lawn maintenance contract and to solicit bids for three houses in amount not to exceed \$500 a month. Second by Commissioner Leonard. Unanimous vote, 3-0.



**VII. New Business**

a. Commissioner Bates

ED Hurt said flowers sent to hospital on behalf of the board.

Commissioner Cobb makes motion for a proclamation from the housing authority to be read at the memorial service for Commissioner Bates. Second by Commissioner Leonard. Unanimous vote, 3-0.

**VIII. Executive Director's vote**

Information shared earlier in meeting.

**IX. General Discussion/Public Comment**

None.

**X. Adjournment**

Commissioner Cobb makes motion for adjournment. Meeting adjourns at 9:09 p.m.

Next meeting scheduled for 7 p.m., Tuesday, November 8, 2011.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Special Meeting  
Official Meeting Minutes\*\*  
Friday, September 2, 2011**

**\*\*Only a partial 38-minute recording exists for this meeting. It is unclear at what time/point in meeting the recording, or what time it ended. The meeting was adjourned early for lack of quorum, after a commissioner's departure. The meeting continued at 10 a.m. Monday, Sept. 5, 2011.**

**II. Moment of Silence/Pledge of Allegiance**

**II. Roll Call (based on recorded voices)**

Chairman J. Jerome Taylor was present and presided. The following were present: Vice Chairman Delvin Thomas and Commissioner Artice Cobb. Commissioners Ronald Leonard and Emma Bates were absent.

Also present were Executive Director (ED) John Hurt via telephone conference call and Deputy Director (DD) Sharon Jackson.

**III. Disclosures**

It is unclear whether there were disclosures by the board.

**IV. Approval of Minutes**

It is unclear whether Minutes were discussed or approved.

**TAPE BEGINS HERE:**

Commissioner Cobb says he is concerned about amount of funds being spent to get the NSP-1 houses rehabilitated. He points out that, while acting executive director, he tried to act on recommendation that funds be available for incidentals. Tonight, board needs to make sure houses are secured. He feels that is most important priority for staff and board.

Chairman Taylor works successfully to reconnect ED Hurt via telephone conference call.

Commissioner Cobb speaks to ED Hurt, saying he felt this issue was number 1 priority when he arrived. He said transition meetings he'd wanted to have didn't happen, forcing an 11<sup>th</sup> hour handling of the closing obligations with the NSP-1 houses. Still, it is staff's responsibility to handle this matter. As a

commissioner, Commissioner Cobb said he expects to be responsible for fighting over budgets and funding to support staff. But the matter of the NSP-1 houses is an administrative issue that the board shouldn't have to deal with.

Chairman Taylor says he'll entertain a motion for staff to resolve this. Does the board want the higher deductible, does it want line item 2 or line item 3? That is the issue. Asks for motion to accept either.

Commissioner Cobb makes motion to accept line item 3 on the insurance coverage on the NSP dwellings. Second by Vice-Chair Thomas.

ED Hurt asks if quotes are from one particular insurance agent, Chairman Taylor responds yes. ED Hurt asks if staff should entertain some other insurance companies. Chairman Taylor said no, there is no time. Insurance has to be in place by September 7. Plus, this is the incumbent insurance agency that wrote policies.

Chairman Taylor calls the question. Vote unanimous, 3-0. He tells DD Jackson to contact Pyramid Insurance to proceed.

Commissioner Cobb asks about costs and whether need to be approved. Chairman Taylor said board will consider under new business.

#### **Audit of Bank Atlantic NSP-1 account**

Chairman Taylor points out 1 account has \$1,000. The board closed special account that had been used for NSP-1 renovations by transferring \$4,400 to operating account at TD Bank. That account had generated \$103,000 of expenditures. He said the board voted at May 30 or 31 meeting to look at account and why it still had expenses left over the \$103,000 mark.

#### **VII. New Business**

##### **a. RBHA Operating Account**

Commissioner Cobb ass to revisit audit of the Bank Atlantic account. He agrees the account came to \$103,500, with \$3,500 in cost overruns based on what was approved by 3-2 vote by board. He says a \$3,500 cost overrun in construction is small. Still that overage wasn't intentional.

Chairman Taylor: But it didn't stop there.

Commissioner Cobb talks in some detail about his cost projections month to month, believing that the consultant will find there was no problem with the figures. The account will show the board spent \$137,000 of \$143,500 budgeted. He doesn't believe the board needs to get an audit for a \$100,000 account and thinks staff needs to start putting together a budget.

Chairman Taylor tells Commissioner Cobb to vote his preference. Commissioner Cobb responds he wants his positions clear because he wasn't at meetings when some items were discussed.

Discussion ensues.



DD Jackson pointed out there were some changes to agenda packets, with regard to itemization of 2 months of expenses. Inadvertently, she left out \$6,000. She detailed her review of packet and changes made and explained the updated attachment.

Vice-Chair Thomas moves to table the audit of NSP-1 accounts until Sept. 13 meeting. Second by Commissioner Cobb.

Commissioner Cobb wants to make sure for the next meeting that a complete breakdown of expenditures in the NSP-1 account is provided and lists again his understanding of related expenditures and costs.

Vice-Chair Thomas said the board moved to table this item, so leave it until then. Chairman Taylor called the question. Unanimous vote, 3-0.

#### **Riviera Beach Housing Authority Operating Account**

Commissioner Cobb asks if there is a staff recommendation for action. Chairman Taylor responds the issue is the 'why.'

Chairman Taylor directs DD Jackson to read a memo about the account's status and what contributed to it, detailing the work done on the NSP-1 houses over and above what had been originally listed. DD Jackson reads memo word-for-word.

Afterward, DD Jackson points out the housing authority will receive within 2 weeks \$34,000 from the county Department of Housing and Community Development for reimbursement on the rehab work on the 4 houses. It will also receive \$1,602 for rental payment on 194 E. 30<sup>th</sup> Street. The housing authority's normal monthly expenses are approximately \$5,700 per month, including staff salaries.

DD Jackson then says it is requested the board consider transferring \$33,000 from restricted account with \$229,275 in it to the operating account which has \$2,000. She says the memo reflects June through August financial operations.

Chairman Taylor passes gavel to comment.

Chairman Taylor points out on contract payments related to original scope of work the \$18,000 and \$19,000 totaling \$37,000 was brought to his attention at the 11<sup>th</sup> hour, and that he didn't know it was still owed because Commissioner Cobb, as the acting executive director, was handling the rehab program. The board voted in April or May to make him acting executive director in charge of the project. The board appropriated \$100,000 for that purpose. The original estimate was around \$70,000 so the board figured \$30,000 would carry any overages.

He lists additional expenses, such as lack of air conditioning on 23<sup>rd</sup> street, paving needed for driveways, roof inspections and mitigations, venetian blinds on 30<sup>th</sup> street, fumigation of carpenter ants on Centerstone, appliances, inside and outside cleanups at all properties, etc. The authority paid for the air conditioning, since Terry Booty said it was not the contractor's responsibility.

Commissioner Cobb questions cost of roof work and the process followed for getting it done. Chairman Taylor responds the board was under pressure and tells Commissioner Cobb that happened because he (Cobb) didn't take care of it as part of his responsibility as acting executive director.

Commissioner Cobb and Chairman Taylor disagreed repeatedly about cost, expense and process. Commissioner Cobb questions Chairman Taylor's handling of matters and vice versa. Chairman Taylor calls for a workshop, while Commissioner Cobb disagrees, saying all of the information, from his view, is written and provided.

Vice-Chair Thomas asks to move on to the next item.

Commissioner Cobb leaves. ED Hurt points out there is now not a quorum. Chairman Taylor calls for a special meeting to be held on Monday, directs DD Jackson to call commissioners and calls meeting adjourned.

ED Hurt, DD Jackson, Chairman Taylor and Vice-Chair Thomas then agree there is 1 item for the special meeting—the transfer of funds from NSP-1 account to operating account—and how to notice the meeting.

They agree the meeting will be held at 10 a.m. on Monday September 5, 2011.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Special Meeting  
Official Summary Minutes  
Monday, September 5, 2011  
(This is a continuation of the September 2, 2011 meeting)**

**Call to Order**

Meeting came to order at 10:10 a.m.

**I. Moment of Silence/Pledge of Allegiance**

No one led the pledge.

**II. Roll Call**

Chairman J. Jerome Taylor was present and presided. Upon roll call by Deputy Director Sharon Jackson, the following were present: Vice Chairman Delvin Thomas and Commissioner Ronald Leonard. Commissioners Emma Bates and Artice Cobb were absent. Quorum.

Also present: Executive Director John Hurt via telephone.

**III. Disclosures**

There were no disclosures by the board.

**IV. Approval of Minutes**

None. Minutes will be considered at the September 13, 2011, regular meeting.

**V. Finance Report**

None.

**VI. Unfinished Business**

Addressed at the September 2, 2011 meeting.

**VII. New Business**

**a. RBHA Operating Account**



Chairman J. Jerome Taylor referred to memo to board from Deputy Director Sharon Jackson reference the operating account. He says the board now has \$2,000 in the operating account due to the heavy financial outflow for getting the 4 NSP-1 properties up and running. One of those houses is rented for \$1600 per month. The other 3 are being aggressively marketed for October or November. Chairman Taylor refers to expenses such as property insurance on 3 houses that have to be completed by September at a cost of about \$5,000 but the operating account has only \$2,000. The purpose of this meeting is to transfer \$29,000 or \$30,000 from the RBHA restricted account to the operating account. Further, Chairman Taylor said, that will leave \$200,000 in that account. The RBHA is expecting \$34,000 from Palm Beach County Housing and Community Development Department for reimbursements on 3 NSP-1 houses. The RBHA expects to receive those funds in the next 2 weeks.

Chairman Taylor said he talked to the deputy county administrator 3-4 weeks ago and who said a 6-week turnaround time is usual for disbursements. In response to question from Commissioner Ronald Leonard, Chairman Taylor said the money is in an interest-bearing account. The transfer, he said, is meant to keep the RBHA afloat until reimbursement comes through. He pointed out that Executive Director John Hurt presented \$20,000 and \$190,000 income and that he, Chairman Taylor, signed LOC agreement to start drawing down money that is now available. By his assessment, Chairman Taylor said \$20,000 can pay for one staff person. Rent paying for the other staff person. By keeping expenses to a minimum then RBHA will have money left over for budget time, he said.

Commissioner Leonard made the motion to move \$29,000 from restricted account to operating account. Vice Chair Delvin Thomas second. Unanimous vote, 3-0.

Commissioner Leonard pointed out he has been pushing to have other 3 houses rented out. Chairman Taylor said leasing ads are on Craig's List and directed Deputy Director Jackson to pay the insurance premium so he can take to insurance company in the morning. Commissioner Leonard said he wants to see some movement on cutting grass at the RBHA lot. Chairman Taylor responded it'll be discussed at the next regular meeting Sept. 13.

Chairman Taylor added the RBHA needs to purchase lawn mower and edger. Reminds board that Riviera Beach City Councilman Shelby Lowe contacted him and voiced displeasure about the high grass at the front of the Ivey Green complex. The RBHA needs to act upon bid specs on Sept. 13, he said.

Commissioner Leonard said the RBHA needs to get a line of credit at Lowe's to help save cash flow. Chairman Taylor and Vice Chair Thomas agreed.

Chairman Taylor asked for agenda items for Sept. 13. Commissioner Leonard wants to do annual fundraiser for the RBHA. Chairman Taylor said the board needs to respond to MTG Consultants' proposal, which he'd already received.

Commissioner Leonard made motion for adjournment. Vice Chair Thomas second. Meeting was adjourned at 10:30 a.m.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Meeting  
Official Minutes—Verbatim and Summary  
Tuesday, June 2, 2011**

**Call to Order**

Meeting came to order at 7:13 p.m.

**Item #I, Item # II and #III: Moment of Silence/Pledge of Allegiance/Roll Call**

Chairman J. Jerome Taylor was present and presided. Upon roll call by Executive Director (ED) John Hurt, the following were present: Vice Chairman Delvin Thomas, Commissioners Art Cobb, Commissioners Ron Leonard and Willie Patterson were absent. Commissioner Emma Bates arrived at 7:45 p.m.

Also present was Deputy Executive Director (DD) Sharon Jackson and Board Attorney Lynn Solomon

Pledge of Allegiance was led by Vice Chairman Thomas

**Item #IV: Additions/Deletions to Agenda/Disclosures.**

Commissioner Art Cobb discloses he is now a board member.

**Item V: Minutes**

Chairman Taylor said minutes from previous meeting not available. Explains that meetings are transcribed. He says from this point forward, Ms. Jackson should get minutes from transcriber no later than Friday before board meeting so that the minutes are in the board agenda packets for Tuesday meetings.

**Item VI: Unfinished Business**

Chairman Taylor: Taking care of checking account tomorrow; that's only unfinished business we have. That'll be taken care of tomorrow.

**Item VII: New Business**

Chair Taylor introduces and welcomes new executive director, John Hurt, from Mason Ohio. He turns meeting over to ED Hurt.

ED Hurt: It's a pleasure to be here. I'd been planning to be here quite a while. I'm encouraged at getting here and seeing challenges we have in Riviera Beach. When I was interviewed, one of things talked about is communicating with board. That's of utmost important: open communication between



executive staff and the board. We have to, together, develop vision for the housing authority...for short-term and long-term. Develop site. Bring authority back to state of prominence in community...and that aligns with the goals I have in mind in representing this authority. As I learn and as we work together and learn each other, think we can bring the Riviera Beach Housing Authority back to where should be. That's certainly my goal and why I'm here and anxious to serve. I've been a consultant last 15 years, worked with troubled housing authorities around the country...so think have some tools and ideas and strategies to bring to bear. I believe in public housing...that's our charge....Having said that think really have to bring together a plan. In my contract, within 90 days I will develop a management plan going forward. Spent past day and half with Mr. Cobb, being educated, learning about the local community; have to understand local culture to lead. Good part is have Mrs. Jackson working along with us, she's local, so hopefully she won't let us make any mistakes along way or will minimize them and hopefully open some doors for us.

He continues: We know our charge contractually to number 1, bring some sort of develop package to this site. Have capacity to do that. Have to develop strategy to do that along with board. In next 2-5 years. Have to understand kind of environment we're in, realistically. Market changes very slowly but there's still opportunity out there.

ED Hurt then talked about some of his experiences in Louisiana that are similar. There was success. New green units built, they were opened to residents in the last few months. Talked about RBHA getting their grants turned back and how he'll work to ensure that not to happen anymore.

ED Hurt: My second priority is to make a valiant effort to retrieve the 500-plus housing vouchers once had. Think can present good case. First have to ensure whatever records we have won't be any barrier given that we can state where we are financially. Have to make good enough case about our experience and capacity to do so. Currently operate Ohio program with 1,600 vouchers. He mentions other experiences "that he can bring on contractual basis."

He continues: I always try to present professional image...goes far in building confidence in people you have to interface with, especially at HUD and with members of community...

Chairman Taylor: Let me ask you something. So we can get some vouchers back even if don't have units to put people in?

ED Hurt: We don't own the units. They go out into private community. So don't need the units; not at all. It's two programs: low rent program and housing voucher program. We had low rent program, very costly to maintain, very expensive to operate and in these days very challenging. View it as being in good position. Hopefully our costs of operation not going to be as high.

He continues: That's goal 2. In that, we're going to try to reposition this housing authority to create a positive image that I gather last couple years has been dormant. Going to come back ask for voucher program, get developers in here, increase our profile, increase our image. I look forward to that challenge even though I took as a part-time position. It takes a whole lot more we both know that. But we're here for the mission.

Chair Taylor: You're both here for the mission?

DD Jackson: Yes.

Chairman Taylor: Well, then we're all here for the mission.

ED Hurt: Like to as soon as possible have a 1-2 day retreat with a facilitator to get a good understanding of role of commissioners on board...and begin to develop a strategy, a plan for the future, to talk about development, provide some insight to the board, see what really want to do and how want to do it.

Chairman Taylor: For new members of the board, Mr. Cobb and Mr. Thomas, I'm last holdover from previous regime. We never talked about it but we had gotten here \$10 million in tax credits in 2007. When Obama was elected, he suspended program and took it back, from all the authorities around country. We were going to raise 8.5 million...we had a plan. It was going to be Emerald Isles, multi-family apartments, single-family homes, the whole 9 yards. Then the bottom fell out of the economy. ...Nonetheless, the bad had to suffer with the good. We were the good. We're trying to go forward. I don't think single-family homes is a good venture. I think low-income rentals are way to go because nobody is going to qualify for mortgages. If we had built, I think we would've failed because the 60 single-family homes we would have built would have failed. Just look at the Congress corridor. Marsh Harbor, Sonoma Bay, Thousand Oaks--they're renters havens because homeowners are renting them out. They're upside down on loans. Owners are subsidizing mortgage just to get some money and get some people in the homes. The low-rent housing market is the market. Just wanted the new guys to know ...You were here weren't you?

Attorney Solomon: I came just as you were losing the credits.

ED Hurt: We've got to do some market research. That's going to be step 1. A feasibility study to see what optimum mix may be. Question becomes do we retain everything on-site do we incorporate some off-site stuff. I don't know. We're all going have to look at our options, consider in-kind services...ultimately have to put out RFP to properly get someone in here and get some good advice.

Commissioner Cobb said he was in Washington when tax credits were pulled. Commissioner Cobb: I talked about in-kind services so John you hit on one of my elements. Have to look for people to provide in-kind services but almost got my head bit off. This board was on the right track but because of economy...it takes money.

ED Hurt: Only other thing want to share with board is some basic preliminary stuff, some ideas, some office administrative issues have to begin to do to enhance our image.

He offered examples of doing that, based upon his experience setting up 3 offices in recent past. He suggested idea of using a company he's aware of.

ED Hurt: There are other recommended low cost things immediately. Ensure someone's in office during work hours; automated answering service with real live voice with extensions for everyone, that can go directly to cell phone; website development and logo redesign, something more modern and



progressive; 5 page website can be had for as little as \$500, with basic information and contact information. Also, we'll get new stationery...

Chairman Taylor: I like all this except one thing: commissioners' names on stationery. We have turnover rate. Stationery we have now has name of director from two directors ago.

Discussion then turns to sending official letters versus email. ED Hurt points out emails are legal documents now, and discussed protocols he's used to. Commissioner Thomas agreed, and added website should be used as a draw, to show the visual beauty of Florida, the beaches, Riviera Beach. ED Hurt said all can be done in very short time for small amount of money. He promises will clean up building, modernize, put in vertical blinds.

Commissioner Cobb agrees, says for "point of information sat here last 3 months I answered about 300 phone calls. And got 52 pre-applicants. From that list able to start working on...

Commissioner Bates enters meeting at 7:45 p.m.

Chairman Taylor: This is type of initiative program we should do. Like to move we accept Mr. Hurt's recommendation, items 1 2 and additional.

Mr. Hurt and Commissioner Thomas point out there are hosting fees over and above the \$700 shown. Chairman Taylor: Commissioner Thomas second to accept recommendations of office administration to turn this page and have a new beginning with all these items as indicated. Vote, unanimous, 4-0

Chairman Taylor: Let's bring Ms. Bates up to par to where we are. For informational purposes. The information in your packet at last meeting said we were going to put together some stuff to familiarize you with what being done at housing authority. You have the bylaws, the business plan done in April 2006, from which derailed momentarily because we didn't have correct staff here to implement, and you have commissioner's training packet.

ED Hurt: I think business plan gives real historical insight...nicely done, short, insightful.

Chairman Taylor: There's some amendments to the bylaws.

Attorney Solomon: There are two amendments. I don't have signed copies with me. Left them here.

Commissioner Cobb: They're here.

Attorney Solomon: One amendment changed meeting date from 12 to 7 p.m. or 5 p.m. to 7? Meetings held on 3<sup>rd</sup> Tuesday each month at 5 p.m., we changed that to 7. Honestly don't remember other one.

Commissioner Cobb: The other one was we changed meeting time from 7 to 5. Attorney Solomon disagreed and said it pre-dated Commissioner Cobb on the board.

ED Hurt: I'd like to request he be at every board meeting but the time presents conflict. I have a board meeting with city council at very same time. Like to request board consider a different day to have meeting.



Chairman Taylor: That request had been made by previous chair, by someone else, too. Previous chair had a class; he wanted change from Tuesday at time board voted no. I have a conflict starting next week. On Tuesdays from 2 to 10. I tentatively resigned because I have that conflict. I'll know next week if have to resign. The question remains are we going to change date from Tuesday at 7 to another date? That's up to this board....we've changed the times, but not the day.

Commissioner Cobb: I do have a concern about the ED not being here on board meeting day. Couldn't express as interim director. My position is he should be at all regular board meetings. As far as changing, that's up to majority of board.

Chairman Taylor: You want him to be here personally?

Commissioner Cobb: Correct.

Chairman Taylor: Well, we have a contract that says 6 times a year.

Commissioner Cobb: He's saying if board meeting is on another night he'll be here, correct? ED Hurt agreed.

Commissioner Thomas says he has no problem with changing date. Which date?

Attorney Solomon pointed out there would need to be another amendment to the bylaws.

Commissioner Bates said as long as not on Monday night, she's fine with a day change. Chairman Taylor said Wednesday is out because of City Council meeting. ED Hurt pointed out it's only 3<sup>rd</sup> Tuesdays that he can't do. Commissioner Thomas said it can remain on Tuesday, just not end Tuesday.

Chairman Taylor: Are you saying, Mr. Hurt, that you will come here on the 2<sup>nd</sup> Tuesday of each month personally to board meeting?

ED Hurt: Absolutely.

Commissioner Cobb moved to change date of meeting to 2<sup>nd</sup> Tuesday of each month. Unclear, but sounded like Commissioner Bates second. Unanimous vote, 4-0

Attorney Solomon: 7p still? Chairman Taylor agreed. ED Hurt said thank you.

Chairman Taylor: Anything else Mr. Hurt?

ED Hurt: I anticipate providing the board package at your request in mail on Friday at latest. Ms. Jackson and I will work on board format. Attorney Solomon says bylaws does dictate the order of the agenda. Page 4, section 6.

ED Hurt said packet will include financial report, update on operations including check register as part of financial statement so the board will understand all the expenditures since last report.

ED Hurt: Will probably provide with a draft for your review to see if want to include any other information and will address accordingly.

Chairman Taylor: Does everyone have an email address?

ED Hurt: That's one of things can do with website. Each commissioner can have Riviera Beach email address to go to whatever address want to. Have the Riviera Beach address go to your home email you most frequently use.

Chairman Taylor: Tell Ms. Jackson what you want on your business card. That's the democratic way to do that. The previous director decided what he wanted to put on the cards. Let Ms. Jackson know the name, the cell phone number, whatever you want on the card.

Commissioner Cobb: We created a contact list that I'll provide to you and have the new members provide their contact info as well.

Chairman Taylor: Any other comments?

**Item #VIII: General Discussion/Public Comments**

Attorney Solomon: Does this board need to pass motion to add Ms. Jackson as signatory or was it previously done? It was done, Chairman Taylor.

Attorney Solomon: Adding her to Bank Atlantic account, that's the one I've prepared.

Chairman Taylor: Not at Bank Atlantic account then.

Chairman Taylor asks for motion, but Commissioner Cobb asks to move item to next meeting because not on this agenda. ED Hurt said he was unaware.

Attorney Solomon: Is it necessary for her to sign for tomorrow?

Chairman Taylor: So when could we do that?

Attorney Solomon: At regularly scheduled meeting. Can do it now but it has to be ratified at a regularly scheduled meeting. And then I will do the resolution.

Commissioner Cobb moves to add Sharon Jackson to Bank Atlantic depository and remove Mr. Atkins.  
Thomas second. Unanimous vote.

Attorney Solomon said she'll have the revised resolution tomorrow.

Chairman Taylor: Any other questions or comments?

Commissioner Cobb moved for adjournment. Thomas second.

No time given for adjournment.

ED Hurt: Sent draft of financial report prepared by Mr. Porter of BAS Accounting for early review. Asked him to send complete financial statement with notes see today will distribute to board for continued review. Should review at very next meeting prior to submission to HUD and State, which have been requesting report.

Chairman Taylor: The State? Why, when got letter from State?

ED Hurt: I will provide to board at next meeting.

Chairman Taylor: Why do they want a financial statement from us?

ED Hurt: Don't have definitive answer to that.

Commissioner Leonard: If you have any kind of business in state you have to provide them with financial statement. Any kind of payroll information, financial information, have to give accounting of those funds to the state.

ED Hurt: Like to share with board that I asked Mr. Porter to review our balance statement through March 31, 2011, want to provide him with all checking account statements through July 30 so can give us a reconciliation of all of the financial transactions from that point. I would recommend, given the transfer of accounts from one bank to another and disbursements, that in everybody's best interest to have an accounting of all that's transpired during the transition.

Chairman Taylor: I'm looking at the notes from meeting of May 31. To my chagrin pages not numbered but right here on page 7 at bottom, Mr. Leonard made motion to use this local accounting firm to reconcile the NSP account only and Commissioner Thomas second. Unanimous vote to do that. ...now waiting on Ms Jackson to contact MTG Consultants. Used them previously to analyze and tell us amount of sick and vacation time previous interim executive director had. Based on information she had submitted, she was due \$6000. The accounting firm said no. Based on HUD and housing authority policies, you're due \$3600. They did an excellent job. They're local. So I'd like to maintain what the board voted on on May 31 for NSP accounts and BAS can do the other two accounts.

Commissioner Leonard points out importance of keeping accurate records on employee vacation and sick leave by discussing his experiences on another board.

Chairman Taylor: I agree, but I don't think that applies here. Mr. Hurt and Ms. Jackson are part time employees. They don't get that.

ED Hurt: Not applicable at this time but we certainly heed the commissioner's warning.

Chairman Taylor then brings up MTG Consultants again and their relationship with the housing authority.

ED Hurt: On the financial report there are two things. 1<sup>st</sup> I want to ask commissioners if any questions need to bring back at next meeting. 2<sup>nd</sup> need to ask to table acceptance of financial report until get complete report and review at next week's meeting.



Commissioner Leonard moved to accept ED's recommendation, Vice Chair Thomas second. Unanimous vote.

Item #VI: Unfinished Business

Item #VI A: Status of NSP-1 Houses

Chairman Taylor: Mr. Booty the floor is yours.

Terry Booty of Urban Farmers: Agenda item 4. Gave background on contacts with Sharon Jackson and correspondence back and forth with J. Jerome Taylor. I'm really here to answer unanswered questions that I haven't had a chance to respond to in writing.

Booty asked about format to respond.

Chairman Taylor: Did you all get Mr. Booty's letter to the board of commissioners, it's undated, but I think it came around July...? Got to start stamp dating correspondence in...It came around July 23 or 22<sup>nd</sup>. I responded July 25. Everyone received copy of my letter and of Mr. Booty's letter in your package. Am I not correct want to take time to read it before we proceed? Mr. Booty there is no format. I was expecting as chairman a written response to two questions: why did the renovation exceed the allotted budget of \$100,000 by 50 percent and the value of the change orders, when were they approved and who approved them? You have to read the minutes in your agenda package and I kept asking these questions and never got an answer. To this date I still haven't gotten an answer... so we can have it on file. You got it Mr. Booty. For lack of a written response if you want to elaborate verbally or you can send us a letter and come back.

Booty: Think most appropriate measure is to give a brief account now and write correspondence later.

Chairman Taylor said OK.

Booty: I'll take your first questions about expenditures or cost overruns on project and when they were identified. I'll take second part on the approval process. Mr. Taylor has posed a question to Urban Farmers several times and to the board very clearly stating will we spend over a \$100,000 on the NSP rehabilitation? Unfortunately, there's not a quick and easy answer to explain it. I will break down into two categories: cost and expenditure. The cost of the renovation exceeded the \$100,000 allocation because the forecasted rehabilitation did not meet the current codes and standards. So we had to identify additional means that needed to be repaired within the house. That total budget was forecasted at \$145,000. Urban Farmers had submitted to board throughout construction duration an operating pro forma that identified that expenditure. What said the reimbursable amount for the construction period did not exceed the \$100,000 budget. In essence Mr. Taylor your additional cost to rehabilitate the homes was approximately \$75,000 which is below your threshold of \$100,000 but needed to provide construction funds above that in order to facilitate the change order work and base contract work for the 2 general contractors selected for the NSP-1 program. Without getting into too much detail my direct reports were Mr. Art Cobb and Mr. Juan Atkins. Our system of approval for additional costs was to talk to the NSP-1 liaison, Mr. Cobb, go through each item with him in laymen's terms, help him understand why certain items were required to meet current code and give him opportunity to transmit information to the board in digestible, simple format. What also responsible for because of cumbersome nature of change orders and items identified by each contractor, we rolled items up into single line

items and constantly updated the pro forma as did 5 to 10 minute presentations to the board. No matter what, it does not, by your correspondence to me, the ball was dropped and the information you needed to be effective as chairman and make decisions somehow we failed to give that information to you. So we can say the process we set up in the beginning did not suit what needed to happen at the end. But at end of day your frustrations with the NSP-1 expenditures and your ability to answer this question in July 2011 shows the failure of the process we set up in the beginning of the NSP-1 grant. Hope that answers your question in brief.

Chairman Taylor: Not really.

Booty: I stated earlier I will write in more detail to board.

Commissioner Leonard: If I understand you correctly, your change orders, the approval came from Mr. Artice Cobb?

Booty: I approved the change orders and made those recommendations to Mr. Cobb. I approved the scope of work for the contractors and made those recommendations to Mr. Cobb and former chairman Juan Atkins.

Commissioner Leonard: That info should have been shared with the board members?

Booty: correct.

Commissioner Leonard: At that time you were not chairman?

Chairman Taylor: No I was not.

Commissioner Leonard: Were you privy to the information?

Chairman Taylor: That is why I need to be apprised...if you go back and say...I have all that information but all those change orders were not voted on. I know some of them were not voted on because at time we didn't have a quorum. So we proceeded without approval by the board. However once Mr. Atkins left the board and a new chairman came, let record reflect I never wanted to be the chairman, but I felt a sense of duty because we were in midst of this and I believe in mission of housing authority, so I assumed the chairmanship. Once became chairman it was up to you Mr. Booty to say this is where we left off. I got no correspondence from you. All I'd get is copy of emails from somebody saying they wanted some money. No attachments. So I ignored them. They weren't sent to me they were sent to you. So I didn't know I was supposed to act on anything. You didn't come to me as chairman and educate me on the process that was in place. Just got emails saying you got to pay \$16000 or pay \$14000.

Commissioner Leonard: That's all well and good. We both asked Mr. Cobb if there was anything needed to share with us as related to change orders or approvals in the meeting. His words were no he would check into it. You recall that conversation?

Chairman Taylor: Yes of course.

Commissioner Leonard: It has come back full circle again, that same question. Commissioner Thomas asked Mr. Cobb is anything new board members needed to know as relates to change orders and approvals. He said no.

Booty: Unfortunately we are in July of 2011. One of our most sincere apologies is the schedule and the exacerbation of time it required contractors to complete scope of work. ..These change orders forecasted in March 2011. Provided in detail prior to Mr. Cobb being appointed as liaison. His appointment was to mitigate the circumstances because we had begun to identify cost overruns and items that needed to be addressed. We need to be somewhat careful in our recollection in how this information was transmitted, although our dissension and disappointment might lead us to believe something different. Need to put that in its proper perspective.

Chairman Taylor: There's a whole page in the minutes about that. On minutes of May 31, 2011, page 3, middle of page, I'm asking the questions about the \$100,000. When established that account had proposals of \$65,000 to \$70,000 to get out the door. I said got to allow for cost overruns. I don't know if you said it, somebody said it, ain't going to be that much. I said I'll feel safe if we move \$100,000. Do you remember the original proposal of \$7000?

Booty. Yes.

Chairman Taylor: We expected this to be \$75,000, \$85,000 \$90,000 but no more than \$100,000. I'm talking about that throughout these minutes if you look. At this point we're at a \$106,000 my question was how could we spend \$106,000 out of an account with \$100,000 in it. I know how it was done, I didn't do it, that NSP account we established only 2 people signed checks from that. That was Chairman Atkins and Commissioner Cobb. The question is how did we manage to do that? Because some reimbursement came back from the county and it was deposited into that account when should have gone to the operation account which is where got money from. You don't borrow money from account A and repay it to account B. You repay it to account A. That \$11,000 check that came in was deposited into NSP account. My only question is how did we do it to the tune of \$150,000? What I want is a report of what you're saying with change orders attached for 199, 194, 167; 1042 is no problem. That was a new unit...that's not part of the discussion. I want the board to know I think you did exceptional job on the acquisitions with time that you had. I was here July 22, 2010, when I accompanied interim executive director to the Palm Beach County Health Department and they said you have until September 1 to put some houses under contract with these criteria. ..My only thing is my two questions which I requested a couple answers. You misread me, your letter here was demeaning and insulting and I didn't know we had gotten into anything personal.

Booty. The personal threshold was crossed off the record. I tried to articulate my frustration and disappointment in lack of communications and transparency between the chairman and myself. It doesn't reflect the quips and exchanges that went back and forth between us. I tried to be professional. Doesn't really reflect the exchanges that went back and forth between us. I have to take the higher road and be the bigger person so say again I'm sorry Mr. Taylor. My frustration did come out in my writing. But crux of issue boils down to two things: transition of leadership and my involvement with Mr. Cobb. Our ability to pow wow with you and grab your attention, I have to take responsibility for that because ultimately I was the chosen consultant for NSP1.

Chairman Taylor: Chosen by who?

Booty: By yourself.



Chairman Taylor: By myself? Everybody else said no and I said yes?

Booty: By far you have the most influence on the board in sense your recommendations are esteemed in high regard.

Chairman Taylor: Don't know about all that?

Booty: Took this opportunity very seriously but unfortunately because of your disappointment in my firm's ability to push the contractors it greatly affected our ability to do our job. A prime example is ...I explained in my letter what payments should be made to contractors. I tell the board which should be paid and which should be withheld. But here's the part you're going to miss: these items 1, 2, 3 and 4 identified in my letter directly impact your reimbursement from the county. That was my carrot, the only tool I had to enforce on a non-conforming contractor to do his responsibilities. Unfortunately the housing authority has paid them their last payment. Getting this information from them has potential to jeopardize your reimbursement from the county. You hired right firm but our disconnect, my inability to be in the good graces of the board, has greatly hindered the NSP grant. It's not to point I think it's not going to happen but to the sense of urgency about getting this money back. I'm informing you on record, to the staff, how important this information is.

Chairman Taylor: Let me say this. When we have contractors coming in our building and intimidating our staff to point they want their money and you're sitting there not saying anything. I do have a problem with that explanation. You came in here with CBT. The guy refused to leave the office until he get a check. I had to threaten to call the police. He called me out of clear blue sky; I didn't know who he was said we owe him \$16,000. He said I got emails, yes I did, but they were copies and there were no attachments. ...they stalked the building, Ms Jackson was afraid to come to work. It was in the best interest of the authority since you would not say anything to pay him. He had this information here don't even think we had gotten the information at time we released check to him. So I do have a problem with your recollection of getting this information from them.

Booty: This is...

Chairman Taylor: Are you discounting what I'm saying.

Booty: Absolutely. Yes....Mr. Taylor, how did that meeting come about?

Chairman Taylor: I arranged it.

Booty: Why would you do that?

Chairman Taylor: You weren't saying anything. The man called me. You gave him my number. He had my cell phone number. I know he didn't look it up in directory assistance because it's a cell phone. Am I not correct?

Booty: No.

Chairman Taylor: Where did he get my number from?

ED Hurt. It's possible he could have called our answering service and dialed your extension and that extension goes directly to your cell phone but does not identify as your cell phone.

Chairman Taylor: It identifies it as a housing authority number.

ED Hurt: Well, it would have come to your cell phone.

Chairman Taylor: I understand but the number came up was his number not the housing authority.

ED Hurt: No the housing authority number does not come up when call is forwarded. You'll see actual source of call.

Chairman Taylor: The guy kept insisting, and I said you have Terry Booty come to the meeting and I'll meet with you. He said he called you and you came so apparently he called and asked you.

Booty: This is again evidence of your lack of trust in my ability to do my job.

Chairman Taylor: At that time the guy was outside. Ok. Minicon had come two or three times. Is that right? Did they come?

DD Jackson: Yes.

Chairman Taylor: Ms. Jackson says yes. That's the other contractor. #1 he had a half-legitimate gripe because he received a non-sufficient check from the Riviera Beach Housing Authority for \$9000.

ED Hurt: For record there were 2 checks.

Chairman Taylor: Right. One for \$9000, one for \$254.

Commissioner Leonard: Who signed those checks?

Chairman Taylor: It came out of NSP-1 account which only two people sign those checks were Commissioner Cobb and Juan Atkins. I'm not going to sit up here and cast dispersions on anyone. It was a mistake. Don't know what thought, but checks bounced. He had a legitimate gripe.

Booty: Again we find ourselves in this predicament because of lack of trust in your consultant. I'm using this as one tangible example that because of all exhausted effort and frustration we make decisions in vacuum and it hurts the bigger picture. I don't tell Mr. Taylor how to be best chairman and he might not be able to follow it. If you hire me to do a job and then I'm held accountable for why things don't occur because you don't follow my recommendations. It's a lose lose...

Chairman Taylor: What recommendations?

Booty reads from a document. "Do not pay... prior to releasing \$1300 payment to CBT must submit following documentation to the housing authority as required as part of contract closeout" and reads items. No way to misinterpret what I'm saying. It's explicit.

Chairman Taylor: Did you hear what I said about we were endangering the life and property of the housing authority by not... Ms. Jackson, didn't I say don't pay the guys until all this is done?

DD Jackson: Yes.

Chairman Taylor: She tells me these guys are circling the wagons and she didn't want to come to work because of it. Did you understand what I said?

Booty: Yes.

Chairman Taylor: And you're still saying that? Well then we don't have anything else to discuss.

Booty: This, again, because it is surmising a way that is not to your liking doesn't mean it is not correct. I'm only doing this to protect the very thing you entrusted me to protect. The grant. You have money to collect. It is real. And you need it. All I'm saying is by that sure payment it's going to delay your reimbursement. I, Urban Farmers, is going to be held responsible for it. We didn't get our money because Urban Farmers screwed up NSP-1. This is inherently the problem with our communication. And I still take responsibility for it because I work for you. End of discussion.

Chairman Taylor: We owe no other contractors. Where is the demand letter where they wanted to file a lien on the houses?

Commissioner Leonard: Who is they?

ED Hurt: The contractors.

Chairman Taylor: Mr. Booty, on July 15, 8 o'clock. I was here. I talked with him July 14. That was your charge. There were four of us at the meeting, 2 people from CBT. You said absolutely nothing. I was about to call the police...for 45 minutes he would not leave the building. Am I not correct, yes or no?

Booty: Your account of their unwillingness to leave and the hostility that you faced is absolutely correct.

Chairman Taylor: Why is it my account instead of what it is?

Booty: Because you're giving the account. It's 100 percent accurate.

Chairman Taylor: That's good enough for me. This is the thing. If you answer the 2 questions in my response to your letter dated July 25, my letter, and you attach the change orders and highlight them, I will be satisfied and you can continue to work on the 4 items you're talking about. They've got their money. We haven't heard anything else from CBT.

ED Hurt. Think important for the record for me to state that what's being said here is critical. That we do what must do to get reimbursement from county given our financial status. Point trying to be made is it may be more difficult at this point, given all that's happened, the release of mechanic liens, the closeout of those things, what I hear is the board should recognize there may be some challenges in doing that. I also hear our consultant Urban Farmers has committed to try to assist us in getting that done.

Chairman Taylor: You don't have a rapport with those contractors? Just yes or no. No long story. With a direct question, can I get a direct answer?

Commissioner Thomas: It's not raising the debt ceiling. Let's go.

Chairman Taylor: To move on, you've already committed to securing item 1,2,3,4 in your letter and we're going to proceed from that, right?



Booty: Absolutely.

Chairman Taylor: And you're going to respond to my questions 1 and 2 in my letter to you?

Booty: Ok.

Chairman Taylor: Then we're through. Thank you for coming; I appreciate your time.

Booty: You're welcome.

Commissioner Leonard: So has the dust been settled?

Chairman Taylor: When he gets the questions answered, that'll be half the battle. The other half is securing items 1-4. My main intention was to safeguard the Riviera Beach Housing Authority's credibility that we're trying to re-establish and safeguard Ms. Jackson's willingness to come to work without being intimidated. And we managed to do that. Just want record to reflect, you were talking in letter about ribbon-cutting ceremony that, I'm paraphrasing, was frivolous, immaterial and has absolutely nothing to do with NSP-1 grant. You weren't at meeting but Commissioner Leonard made motion and Commissioner Thomas second and went into deep discussion about this. That this is what wanted. If board decides they want a ribbon-cutting ceremony, it's my duty to carry it out no matter how frivolous or immaterial you think it is.

Booty: I'm going to apologize because I stated in letter something I think is apparent and I completely overstepped my boundary. My recommendation of a prudent action for a chairman is not my position. ...I should have never told you what prudent actions you should take to lead this board. I apologize Mr. Taylor.

Chairman Taylor: Your apology is accepted and now we're going to move on to items that were previously mentioned.

Commissioner Leonard: Can you get our money back?

Booty: I'm going to try.

ED Hurt: We're all going to try. Don't know if the burden is 100 percent on him. We are the prime (inaudible) so it is our responsibility as well. Will work with Mr. Booty to do everything we can to make sure we get these needed reimbursements.

Booty leaves.

**Item #VI B: Resolution 2011-06: Approving Change in Banking Relationship**

ED Hurt: Resolution approving the board made motion to approve change banking from current funds to TD Bank and to authorize signing of the checks by Vice-Chair Delvin Thomas and Deputy Director Sharon Jackson. Board has to take action on this for the record.

Chairman Thomas: We've already done it, we didn't have a quorum for two meetings to do it in time before executed it.

ED Hurt: And we had a deadline by which we had to have the money transferred.

Chairman Taylor: What is the board's pleasure?

Commissioner Leonard makes motion, Chairman Taylor passes gavel and seconds to move the accounts. Unanimous vote.

Commissioner Leonard: What took so long to get the signatures signed?

Chairman Taylor: Number 1 Commissioner Thomas works on Haverhill in West Palm Beach. Timing was an issue. Bank closing before he gets off at 6. But got it done we're OK now. It was just timing. That motion carries 3-0.

Vice-Chair Thomas passes gavel back to Chairman Taylor.

Item #VI C: Resolution 2011-07: Approving Amendment to Palm Beach County contract

ED Hurt: Resolution 2011-07 approving amendment to Palm Beach County contract. Palm Beach County contacted us and the Riviera Beach authority indicated that contract for NSP-1 grant was coming to an end and unless sign an amendment to extend time on the contract that it would come to an end and all funds expended after that point be liability of the Palm Beach County Housing Authority. We would not have had opportunity for any reimbursements as previously discussed at this table. So had to provide a resolution for them to provide to their board. Imperative do that in their time frame once again because couldn't conduct two meetings of this board to get proper authorization. We had to delay it until this time.

Chairman Taylor: But didn't I execute the agreement?

ED Hurt: Yes.

Vice Chair Thomas makes motion, Commissioner Leonard second to approve resolution. Unanimous vote.

### **Agenda Additions**

#### **A. Cleve Dixon**

DD Jackson discusses the Cleve Dixon case, explains background: house damaged in hurricane. Mayor and Chairman Taylor worked to find somewhere for him to leave while rehabilitation work is done. "Proposing that granddaughter's voucher from Jacksonville be used to rent a 3-bedroom house, she can move in, we get payment and Mr. Dixon can move in."

Vice Chair Thomas: So need to add to next agenda?

DD Jackson: Yes.

Chairman Taylor: I want to add some more information. Commissioner Thomas had opportunity to inspect house 3 months ago. House in deplorable condition. Exposed wiring. I asked Ms. Jackson to look into it with mayor's office. They said John Green, housing coordinator for City of Riviera Beach, has gotten with county and has secured some \$70,000 to renovate house and I say this house, the issue is Mr. Dixon needs a temporary place of residence for about a year. Granddaughter has son and daughter. Mr. Dixon stay in room with grandson. We have house on 29<sup>th</sup> Court, a 3-bedroom that they can stay in. The other one on 30<sup>th</sup> street is under lease. The one on 23<sup>rd</sup> street is almost under lease so that's where we are. He needs to be out by August 15. We can't act on this tonight because it's a special meeting.

ED Hurt: There are, from what I understand, a lot of steps and considerations. Number 1 voucher has to import into this locality to West Palm Beach Housing Authority. So have to meet their conditions. Step 2, we've tried to have some screening process here for families we're putting into houses and one of things wanted to bring to board is to do background or police check prior to anybody going into our houses so we can assure community we have adequate screening. Finally, as landlords, we should have some suitability. Quite naturally have to be in line with county criteria: have to be low-income family for NSP-1 program. So something have to check out for all families. In these instances, we're landlords. This not our normal housing authority low-rent program or housing choice program so we have to act as any other landlord acts. Being a property manager and landlord when get off trying to address special emergency needs, in my experience, the other side of that doesn't always work out. But it is our mission to accommodate families in need in Riviera Beach. I get that and I'm with that but don't want board to go into anything blind trying to do special purpose.

Chairman Taylor: This gentleman has been staying...

ED Hurt: What I hear from this we're not renting to Mr. Dixon.

Chairman Taylor: No, it's for him. He doesn't have a voucher. We're renting to his other family. After he goes back to his house we'll still have his family in our house. We'll still have that family there that we as a landlord will have to deal with.

Commissioner Leonard: Are they comfortable staying in our house once he goes back?

ED Hurt: My concern is family is there.

Vice Chair Taylor: She is basically his caregiver.

ED Hurt: So when he goes back to house what is her intention?

Vice Chair Thomas: To go back with him I believe.

Chairman Taylor: I don't get moved by a lot of things. But this story, I talked to the man, I think everybody deserves to live their last days, he's 105 years old, in dignity. We got to look for a reason to say yes. I want Ms. Jackson to take into consideration what Mr. Hurt has said get all the information...when is our next meeting?

ED Hurt: August 9.



Chairman Taylor: We'll have six days before construction starts. If all information not verified, if all administrative things don't happen, then we can't do anything.

ED Hurt: We hear you clearly. My responsibility to advise you of all I think and know professionally. I'm with you on helping but don't want us to forget year from now and have a situation have to deal with.

Vice Chair Thomas: I actually brought this to board. Me being who I am I couldn't let that man live like that. All of us will be there at some point, some sooner than others, and somebody has to take care of us. I would not miss my blessing by not having this board do something.

Commissioner Leonard: I'd go further. Give him a cake.

Chairman Taylor: Is he a diabetic?

Commissioner Leonard: Make it something special, that the housing authority goes a step farther.

ED Hurt: Given the board's wishes, we can move him ASAP. We're landlords here.

Chairman Taylor: We ain't going to move too fast. We got a projection of \$6000 a month we have to fulfill.

ED Hurt: We're not confined by public housing processes; we're a landlord. We can rent to anybody we want to.

Chairman Taylor: But a bird in hand is better than 10 in bush. So make sure that voucher is...

Commissioner Leonard: I want Mr. Jackson and Mr. Hurt to make sure there's a schedule of construction...

Chairman Taylor: John Green said it'll be 6 months. Booty said 3 months and turned out it was 9 months. Ok. The other unfinished business. What else we have?

Chairman Taylor then talks about the authority's tractor that needs to be fixed to cut 19 acres. HJ Construction had a handshake deal from last summer to cut lawn 3 times in exchange for keeping their trucks and equipment there during construction and \$4500. Did it 2 times. Art Cobb talked to them. Don't know if right person. Site didn't get cut 3<sup>rd</sup> time. So other morning I come in and they're still there. They're not in compliance with our gentleman's handshake. I sent them a nice letter and asked them to cut the yard. Then we can go to next item on list, a RFP for lawn maintenance, which would be to cut the 3 lawns, 199, 167 and 194, twice a month, and to cut the site once a month with our tractor.

ED Hurt: Will our tractor fit on those lawns?

Chairman Taylor: No, no, tractor just for here. Lawn man should have his own equipment for the houses...The RFP will be posted on the housing authority website and will post in city hall.

ED Hurt: Is it normal practice for tenants to maintain own grass here in Riviera Beach?

Chairman Taylor: They won't do it. I've been and am a landlord for 25 years...

Vice Chair Thomas: Best can do is get them to water the grass.

Chairman Taylor: Right, then your doing great. We're going to have the lawn guy then send us an invoice each month that'll have some reporting on what's going on at the house.

ED Hurt: Whatever observations he makes.

Vice Chair Thomas: Should do every quarter, not just twice a year.

Chairman Thomas: Ms. Jackson I'm going to request that tomorrow you take this to the clerk's office and then meet with Ms. Dozier on the previous issue and keep us apprised via email...did you tell them about the water bill thing?

DD Jackson: No.

Chairman Taylor: The \$14000 water bill.

ED Hurt: She mentioned I'm to be present for City Council August 3 meeting and I understood there needed to be a conversation about that water bill.

Chairman Taylor then talks about getting ready for that meeting. Said city wanted them to meet with the Utility District re outstanding bill, can't be on agenda. He points out the authority owes city a water bill because of the bouncing of the \$9000 check. That caused the check used to pay water bill for \$163 to bounce too. "We had to go in and pay water bill and get off bad check list," he said, and told ED Hurt to meet with the Utility District billing director. Overdue water bill has an effect on impact fees.

#### **Agenda Additions**

##### **B. Books for Joseph Little's Nguzo Saba Charter School**

Chairman Taylor says he has a library of about 500 books, including children's books, and about 10 dictionaries. "I'll give you 2-3 dictionaries and some books and also has learning videos to offer," he said.

Commissioner Leonard: Whatever you can do.

DD Jackson: Microsoft has a grant for schools and nonprofits that you might want to look into. In fact we would qualify to write a grant as a nonprofit.

DD Jackson said she would get him the info.

Vice Chair Thomas: Mr. Hurt, where are our business cards?

ED Hurt: We'll have those very shortly.

Chairman Taylor: I liked the logo.

Commissioner Leonard: I'd like to go to training some time before end of summer.

ED Hurt says he'd like to do a 1.5 to 2 day retreat to do some commissioners training and said he knew a consultant in Maryland who could do it. He'll provide information on available training between now and September 30. He talked about some national public housing-related conferences and other training.

Chairman Thomas: Thousand Oaks homeowners association.

ED Hurt: Received a demand letter from attorney...

Chairman Taylor: Went in with Ms. Jackson to house. A million carpenter ants were in there.

DD Jackson: It's an issue within the community.

Chairman Taylor points out he used own personal equipment to spray attic and now dead ants need to be vacuumed. It's only house not cleaned.

ED Hurt: Will be meeting with the HOA president.

Chairman Taylor requests a special meeting to discuss the development of 19 acres.

ED Hurt said he has three meetings scheduled for next day with people interested in developing the property, and said the housing authority needs to develop its own vision instead of reacting to what is offered by others.

Chairman Taylor wants a workshop to discuss only that and invite interested others. Commissioner Leonard said a charette. All agreed and ED Hurt said that it would be done. Chairman Taylor told ED Hurt to pull information on Emerald Isles, the development had planned to develop, and use information as starting point. Perhaps, he said, the authority can bring in the builder/consultant was planning to use.

ED Hurt: We know we're in a different market now. A different financial market. We have to see how going to leverage what we have and have to understand how to incur managed debt.

Chairman Taylor: Need to schedule a special meeting or workshop in month of August. So we're looking at 2 meetings in August. The regularly scheduled meeting on August 9 and a special meeting on development.

The board settled on Thursday, August 25 from 5 to 9 p.m. for development workshop. All agreed. Vice Chair Thomas asks about the other commissioners' attendance. Chairman Taylor said that's for staff to do, to ask if members are active or not.

DD Jackson: I gave agenda packet directly to Emma Bates who didn't indicate she wouldn't attend.

She added that she called both Commissioners Bates and Cobb and got no response.

Commissioner Leonard asks ED Hurt to write letter asking about their presence. Chairman Taylor thinks it's too soon, that should wait at least 30 days.



Vice Chair Thomas made motion to adjourn, second by Commissioner Leonard. Meeting adjourned at 9:10pm

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Special Meeting  
Official Minutes—Verbatim and Summary  
Tuesday, July 28, 2011**

**Call to Order**

Meeting came to order at 7:06 p.m.

**Item #I, Item #II: Moment of Silence/Pledge of Allegiance/Roll Call**

Commissioner Chair J. Jerome Taylor was present and presided. Upon roll call by Executive Director (ED) John Hurt, the following were present: Vice-Chairman Delvin Thomas and Commissioner Ron Leonard. Commissioners Artice Cobb and Emma Bates were absent.

Also present: Deputy Director Sharon Jackson, Terry Booty of Urban Farmers

**Item #III: Additions/Deletions to Agenda/Disclosures**

No commissioners made disclosures. Commissioner Leonard wants to add donation to Joseph Little-Nguzo Saba Charter School for library books. Chairman Taylor adds two items: A request from City of Riviera Beach and Palm Beach County Housing and Community Development house Cleve Dixon, 104-year-old resident, at 199 E. 29<sup>th</sup> Court. The family has voucher, he said. Chairman Taylor points out no added items can be voted on, only discussed because public not notified. Item 2: Terry Booty given 15 minutes on finalization of nsp-1 acquisitions and renovations.

ED Hurt points out that under Unfinished Business Terry Booty is listed on nsp-1 update. Commissioner Leonard moves to adjust agenda to give him time earlier. Second by Vice Chairman Thomas. Booty moved up from Item C to Item A. Vote unanimous, 3-0.

**Item IV: Approval of Minutes**

Minutes from Regular Meeting of Tuesday, May 31 and Special Meeting of Thursday June 2

Chairman Taylor comments that in his three-plus years on board, this is first time the board has been getting minutes regularly and on time. "We still have 17 meetings of missing minutes but I am elated there has been improvement in this area."

Commissioner Leonard moved approval to accept minutes as written, second by Vice Chair Thomas. Unanimous vote, 3-0.

**Item V: Financial Report**

ED Hurt: Sent draft of financial report prepared by Mr. Porter of BAS Accounting for early review. Asked him to send complete financial statement with notes see today will distribute to board for continued review. Should review at very next meeting prior to submission to HUD and State, which have been requesting report.

Chairman Taylor: The State? Why, when got letter from State?

ED Hurt: I will provide to board at next meeting.

Chairman Taylor: Why do they want a financial statement from us?

ED Hurt: Don't have definitive answer to that.

Commissioner Leonard: If you have any kind of business in state you have to provide them with financial statement. Any kind of payroll information, financial information, have to give accounting of those funds to the state.

ED Hurt: Like to share with board that I asked Mr. Porter to review our balance statement through March 31, 2011, want to provide him with all checking account statements through July 30 so can give us a reconciliation of all of the financial transactions from that point. I would recommend, given the transfer of accounts from one bank to another and disbursements, that in everybody's best interest to have an accounting of all that's transpired during the transition.

Chairman Taylor: I'm looking at the notes from meeting of May 31. To my chagrin pages not numbered but right here on page 7 at bottom, Mr. Leonard made motion to use this local accounting firm to reconcile the NSP account only and Commissioner Thomas second. Unanimous vote to do that. ...now waiting on Ms Jackson to contact MTG Consultants. Used them previously to analyze and tell us amount of sick and vacation time previous interim executive director had. Based on information she had submitted, she was due \$6000. The accounting firm said no. Based on HUD and housing authority policies, you're due \$3600. They did an excellent job. They're local. So I'd like to maintain what the board voted on on May 31 for NSP accounts and BAS can do the other two accounts.

Commissioner Leonard points out importance of keeping accurate records on employee vacation and sick leave by discussing his experiences on another board.

Chairman Taylor: I agree, but I don't think that applies here. Mr. Hurt and Ms. Jackson are part time employees. They don't get that.

ED Hurt: Not applicable at this time but we certainly heed the commissioner's warning.

Chairman Taylor then brings up MTG Consultants again and their relationship with the housing authority.

ED Hurt: On the financial report there are two things. 1<sup>st</sup> I want to ask commissioners if any questions need to bring back at next meeting. 2<sup>nd</sup> need to ask to table acceptance of financial report until get complete report and review at next week's meeting.



Commissioner Leonard moved to accept ED's recommendation, Vice Chair Thomas second. Unanimous vote.

Item #VI: Unfinished Business

Item #VI A: Status of NSP-1 Houses

Chairman Taylor: Mr. Booty the floor is yours.

Terry Booty of Urban Farmers: Agenda item 4. Gave background on contacts with Sharon Jackson and correspondence back and forth with J. Jerome Taylor. I'm really here to answer unanswered questions that I haven't had a chance to respond to in writing.

Booty asked about format to respond.

Chairman Taylor: Did you all get Mr. Booty's letter to the board of commissioners, it's undated, but I think it came around July...? Got to start stamp dating correspondence in...It came around July 23 or 22<sup>nd</sup>. I responded July 25. Everyone received copy of my letter and of Mr. Booty's letter in your package. Am I not correct want to take time to read it before we proceed? Mr. Booty there is no format. I was expecting as chairman a written response to two questions: why did the renovation exceed the allotted budget of \$100,000 by 50 percent and the value of the change orders, when were they approved and who approved them? You have to read the minutes in your agenda package and I kept asking these questions and never got an answer. To this date I still haven't gotten an answer... so we can have it on file. You got it Mr. Booty. For lack of a written response if you want to elaborate verbally or you can send us a letter and come back.

Booty: Think most appropriate measure is to give a brief account now and write correspondence later.

Chairman Taylor said OK.

Booty: I'll take your first questions about expenditures or cost overruns on project and when they were identified. I'll take second part on the approval process. Mr. Taylor has posed a question to Urban Farmers several times and to the board very clearly stating will we spend over a \$100,000 on the NSP rehabilitation? Unfortunately, there's not a quick and easy answer to explain it. I will break down into two categories: cost and expenditure. The cost of the renovation exceeded the \$100,000 allocation because the forecasted rehabilitation did not meet the current codes and standards. So we had to identify additional means that needed to be repaired within the house. That total budget was forecasted at \$145,000. Urban Farmers had submitted to board throughout construction duration an operating pro forma that identified that expenditure. What said the reimbursable amount for the construction period did not exceed the \$100,000 budget. In essence Mr. Taylor your additional cost to rehabilitate the homes was approximately \$75,000 which is below your threshold of \$100,000 but needed to provide construction funds above that in order to facilitate the change order work and base contract work for the 2 general contractors selected for the NSP-1 program. Without getting into too much detail my direct reports were Mr. Art Cobb and Mr. Juan Atkins. Our system of approval for additional costs was to talk to the NSP-1 liaison, Mr. Cobb, go through each item with him in laymen's terms, help him understand why certain items were required to meet current code and give him opportunity to transmit information to the board in digestible, simple format. What also responsible for because of cumbersome nature of change orders and items identified by each contractor, we rolled items up into single line

items and constantly updated the pro forma as did 5 to 10 minute presentations to the board. No matter what, it does not, by your correspondence to me, the ball was dropped and the information you needed to be effective as chairman and make decisions somehow we failed to give that information to you. So we can say the process we set up in the beginning did not suit what needed to happen at the end. But at end of day your frustrations with the NSP-1 expenditures and your ability to answer this question in July 2011 shows the failure of the process we set up in the beginning of the NSP-1 grant. Hope that answers your question in brief.

Chairman Taylor: Not really.

Booty: I stated earlier I will write in more detail to board.

Commissioner Leonard: If I understand you correctly, your change orders, the approval came from Mr. Artice Cobb?

Booty: I approved the change orders and made those recommendations to Mr. Cobb. I approved the scope of work for the contractors and made those recommendations to Mr. Cobb and former chairman Juan Atkins.

Commissioner Leonard: That info should have been shared with the board members?

Booty: correct.

Commissioner Leonard: At that time you were not chairman?

Chairman Taylor: No I was not.

Commissioner Leonard: Were you privy to the information?

Chairman Taylor: That is why I need to be apprised...if you go back and say...I have all that information but all those change orders were not voted on. I know some of them were not voted on because at time we didn't have a quorum. So we proceeded without approval by the board. However once Mr. Atkins left the board and a new chairman came, let record reflect I never wanted to be the chairman, but I felt a sense of duty because we were in midst of this and I believe in mission of housing authority, so I assumed the chairmanship. Once became chairman it was up to you Mr. Booty to say this is where we left off. I got no correspondence from you. All I'd get is copy of emails from somebody saying they wanted some money. No attachments. So I ignored them. They weren't sent to me they were sent to you. So I didn't know I was supposed to act on anything. You didn't come to me as chairman and educate me on the process that was in place. Just got emails saying you got to pay \$16000 or pay \$14000.

Commissioner Leonard: That's all well and good. We both asked Mr. Cobb if there was anything needed to share with us as related to change orders or approvals in the meeting. His words were no he would check into it. You recall that conversation?

Chairman Taylor: Yes of course.



Commissioner Leonard: It has come back full circle again, that same question. Commissioner Thomas asked Mr. Cobb is anything new board members needed to know as relates to change orders and approvals. He said no.

Booty: Unfortunately we are in July of 2011. One of our most sincere apologies is the schedule and the exacerbation of time it required contractors to complete scope of work. ..These change orders forecasted in March 2011. Provided in detail prior to Mr. Cobb being appointed as liaison. His appointment was to mitigate the circumstances because we had begun to identify cost overruns and items that needed to be addressed. We need to be somewhat careful in our recollection in how this information was transmitted, although our dissension and disappointment might lead us to believe something different. Need to put that in its proper perspective.

Chairman Taylor: There's a whole page in the minutes about that. On minutes of May 31, 2011, page 3, middle of page, I'm asking the questions about the \$100,000. When established that account had proposals of \$65,000 to \$70,000 to get out the door. I said got to allow for cost overruns. I don't know if you said it, somebody said it, ain't going to be that much. I said I'll feel safe if we move \$100,000. Do you remember the original proposal of \$7000?

Booty. Yes.

Chairman Taylor: We expected this to be \$75,000, \$85,000 \$90,000 but no more than \$100,000. I'm talking about that throughout these minutes if you look. At this point we're at a \$106,000 my question was how could we spend \$106,000 out of an account with \$100,000 in it. I know how it was done, I didn't do it, that NSP account we established only 2 people signed checks from that. That was Chairman Atkins and Commissioner Cobb. The question is how did we manage to do that? Because some reimbursement came back from the county and it was deposited into that account when should have gone to the operation account which is where got money from. You don't borrow money from account A and repay it to account B. You repay it to account A. That \$11,000 check that came in was deposited into NSP account. My only question is how did we do it to the tune of \$150,000? What I want is a report of what you're saying with change orders attached for 199, 194, 167; 1042 is no problem. That was a new unit...that's not part of the discussion. I want the board to know I think you did exceptional job on the acquisitions with time that you had. I was here July 22, 2010, when I accompanied interim executive director to the Palm Beach County Health Department and they said you have until September 1 to put some houses under contract with these criteria. ..My only thing is my two questions which I requested a couple answers. You misread me, your letter here was demeaning and insulting and I didn't know we had gotten into anything personal.

Booty. The personal threshold was crossed off the record. I tried to articulate my frustration and disappointment in lack of communications and transparency between the chairman and myself. It doesn't reflect the quips and exchanges that went back and forth between us. I tried to be professional. Doesn't really reflect the exchanges that went back and forth between us. I have to take the higher road and be the bigger person so say again I'm sorry Mr. Taylor. My frustration did come out in my writing. But crux of issue boils down to two things: transition of leadership and my involvement with Mr. Cobb. Our ability to pow wow with you and grab your attention, I have to take responsibility for that because ultimately I was the chosen consultant for NSP1.

Chairman Taylor: Chosen by who?

Booty: By yourself.



Chairman Taylor: By myself? Everybody else said no and I said yes?

Booty: By far you have the most influence on the board in sense your recommendations are esteemed in high regard.

Chairman Taylor: Don't know about all that?

Booty: Took this opportunity very seriously but unfortunately because of your disappointment in my firm's ability to push the contractors it greatly affected our ability to do our job. A prime example is ...I explained in my letter what payments should be made to contractors. I tell the board which should be paid and which should be withheld. But here's the part you're going to miss: these items 1, 2, 3 and 4 identified in my letter directly impact your reimbursement from the county. That was my carrot, the only tool I had to enforce on a non-conforming contractor to do his responsibilities. Unfortunately the housing authority has paid them their last payment. Getting this information from them has potential to jeopardize your reimbursement from the county. You hired right firm but our disconnect, my inability to be in the good graces of the board, has greatly hindered the NSP grant. It's not to point I think it's not going to happen but to the sense of urgency about getting this money back. I'm informing you on record, to the staff, how important this information is.

Chairman Taylor: Let me say this. When we have contractors coming in our building and intimidating our staff to point they want their money and you're sitting there not saying anything. I do have a problem with that explanation. You came in here with CBT. The guy refused to leave the office until he get a check. I had to threaten to call the police. He called me out of clear blue sky; I didn't know who he was said we owe him \$16,000. He said I got emails, yes I did, but they were copies and there were no attachments. ...they stalked the building, Ms Jackson was afraid to come to work. It was in the best interest of the authority since you would not say anything to pay him. He had this information here don't even think we had gotten the information at time we released check to him. So I do have a problem with your recollection of getting this information from them.

Booty: This is...

Chairman Taylor: Are you discounting what I'm saying.

Booty: Absolutely. Yes....Mr. Taylor, how did that meeting come about?

Chairman Taylor: I arranged it.

Booty: Why would you do that?

Chairman Taylor: You weren't saying anything. The man called me. You gave him my number. He had my cell phone number. I know he didn't look it up in directory assistance because it's a cell phone. Am I not correct?

Booty: No.

Chairman Taylor: Where did he get my number from?

ED Hurt. It's possible he could have called our answering service and dialed your extension and that extension goes directly to your cell phone but does not identify as your cell phone.

Chairman Taylor: It identifies it as a housing authority number.

ED Hurt: Well, it would have come to your cell phone.

Chairman Taylor: I understand but the number came up was his number not the housing authority.

ED Hurt: No the housing authority number does not come up when call is forwarded. You'll see actual source of call.

Chairman Taylor: The guy kept insisting, and I said you have Terry Booty come to the meeting and I'll meet with you. He said he called you and you came so apparently he called and asked you.

Booty: This is again evidence of your lack of trust in my ability to do my job.

Chairman Taylor: At that time the guy was outside. Ok. Minicon had come two or three times. Is that right? Did they come?

DD Jackson: Yes.

Chairman Taylor: Ms. Jackson says yes. That's the other contractor. #1 he had a half-legitimate gripe because he received a non-sufficient check from the Riviera Beach Housing Authority for \$9000.

ED Hurt: For record there were 2 checks.

Chairman Taylor: Right. One for \$9000, one for \$254.

Commissioner Leonard: Who signed those checks?

Chairman Taylor: It came out of NSP-1 account which only two people sign those checks were Commissioner Cobb and Juan Atkins. I'm not going to sit up here and cast dispersions on anyone. It was a mistake. Don't know what thought, but checks bounced. He had a legitimate gripe.

Booty: Again we find ourselves in this predicament because of lack of trust in your consultant. I'm using this as one tangible example that because of all exhausted effort and frustration we make decisions in vacuum and it hurts the bigger picture. I don't tell Mr. Taylor how to be best chairman and he might not be able to follow it. If you hire me to do a job and then I'm held accountable for why things don't occur because you don't follow my recommendations. It's a lose lose...

Chairman Taylor: What recommendations?

Booty reads from a document. "Do not pay... prior to releasing \$1300 payment to CBT must submit following documentation to the housing authority as required as part of contract closeout" and reads items. No way to misinterpret what I'm saying. It's explicit.

Chairman Taylor: Did you hear what I said about we were endangering the life and property of the housing authority by not... Ms. Jackson, didn't I say don't pay the guys until all this is done?

DD Jackson: Yes.

Chairman Taylor: She tells me these guys are circling the wagons and she didn't want to come to work because of it. Did you understand what I said?

Booty: Yes.

Chairman Taylor: And you're still saying that? Well then we don't have anything else to discuss.

Booty: This, again, because it is surmising a way that is not to your liking doesn't mean it is not correct. I'm only doing this to protect the very thing you entrusted me to protect. The grant. You have money to collect. It is real. And you need it. All I'm saying is by that sure payment it's going to delay your reimbursement. I, Urban Farmers, is going to be held responsible for it. We didn't get our money because Urban Farmers screwed up NSP-1. This is inherently the problem with our communication. And I still take responsibility for it because I work for you. End of discussion.

Chairman Taylor: We owe no other contractors. Where is the demand letter where they wanted to file a lien on the houses?

Commissioner Leonard: Who is they?

ED Hurt: The contractors.

Chairman Taylor: Mr. Booty, on July 15, 8 o'clock. I was here. I talked with him July 14. That was your charge. There were four of us at the meeting, 2 people from CBT. You said absolutely nothing. I was about to call the police...for 45 minutes he would not leave the building. Am I not correct, yes or no?

Booty: Your account of their unwillingness to leave and the hostility that you faced is absolutely correct.

Chairman Taylor: Why is it my account instead of what it is?

Booty: Because you're giving the account. It's 100 percent accurate.

Chairman Taylor: That's good enough for me. This is the thing. If you answer the 2 questions in my response to your letter dated July 25, my letter, and you attach the change orders and highlight them, I will be satisfied and you can continue to work on the 4 items you're talking about. They've got their money. We haven't heard anything else from CBT.

ED Hurt. Think important for the record for me to state that what's being said here is critical. That we do what must do to get reimbursement from county given our financial status. Point trying to be made is it may be more difficult at this point, given all that's happened, the release of mechanic liens, the closeout of those things, what I hear is the board should recognize there may be some challenges in doing that. I also hear our consultant Urban Farmers has committed to try to assist us in getting that done.

Chairman Taylor: You don't have a rapport with those contractors? Just yes or no. No long story. With a direct question, can I get a direct answer?

Commissioner Thomas: It's not raising the debt ceiling. Let's go.

Chairman Taylor: To move on, you've already committed to securing item 1,2,3,4 in your letter and we're going to proceed from that, right?



Booty: Absolutely.

Chairman Taylor: And you're going to respond to my questions 1 and 2 in my letter to you?

Booty: Ok.

Chairman Taylor: Then we're through. Thank you for coming; I appreciate your time.

Booty: You're welcome.

Commissioner Leonard: So has the dust been settled?

Chairman Taylor: When he gets the questions answered, that'll be half the battle. The other half is securing items 1-4. My main intention was to safeguard the Riviera Beach Housing Authority's credibility that we're trying to re-establish and safeguard Ms. Jackson's willingness to come to work without being intimidated. And we managed to do that. Just want record to reflect, you were talking in letter about ribbon-cutting ceremony that, I'm paraphrasing, was frivolous, immaterial and has absolutely nothing to do with NSP-1 grant. You weren't at meeting but Commissioner Leonard made motion and Commissioner Thomas second and went into deep discussion about this. That this is what wanted. If board decides they want a ribbon-cutting ceremony, it's my duty to carry it out no matter how frivolous or immaterial you think it is.

Booty: I'm going to apologize because I stated in letter something I think is apparent and I completely overstepped my boundary. My recommendation of a prudent action for a chairman is not my position. ...I should have never told you what prudent actions you should take to lead this board. I apologize Mr. Taylor.

Chairman Taylor: Your apology is accepted and now we're going to move on to items that were previously mentioned.

Commissioner Leonard: Can you get our money back?

Booty: I'm going to try.

ED Hurt: We're all going to try. Don't know if the burden is 100 percent on him. We are the prime (inaudible) so it is our responsibility as well. Will work with Mr. Booty to do everything we can to make sure we get these needed reimbursements.

Booty leaves.

#### **Item #VI B: Resolution 2011-06: Approving Change in Banking Relationship**

ED Hurt: Resolution approving the board made motion to approve change banking from current funds to TD Bank and to authorize signing of the checks by Vice-Chair Delvin Thomas and Deputy Director Sharon Jackson. Board has to take action on this for the record.

Chairman Thomas: We've already done it, we didn't have a quorum for two meetings to do it in time before executed it.

ED Hurt: And we had a deadline by which we had to have the money transferred.

Chairman Taylor: What is the board's pleasure?

Commissioner Leonard makes motion, Chairman Taylor passes gavel and seconds to move the accounts. Unanimous vote.

Commissioner Leonard: What took so long to get the signatures signed?

Chairman Taylor: Number 1 Commissioner Thomas works on Haverhill in West Palm Beach. Timing was an issue. Bank closing before he gets off at 6. But got it done we're OK now. It was just timing. That motion carries 3-0.

Vice-Chair Thomas passes gavel back to Chairman Taylor.

Item #VI C: Resolution 2011-07: Approving Amendment to Palm Beach County contract

ED Hurt: Resolution 2011-07 approving amendment to Palm Beach County contract. Palm Beach County contacted us and the Riviera Beach authority indicated that contract for NSP-1 grant was coming to an end and unless sign an amendment to extend time on the contract that it would come to an end and all funds expended after that point be liability of the Palm Beach County Housing Authority. We would not have had opportunity for any reimbursements as previously discussed at this table. So had to provide a resolution for them to provide to their board. Imperative do that in their time frame once again because couldn't conduct two meetings of this board to get proper authorization. We had to delay it until this time.

Chairman Taylor: But didn't I execute the agreement?

ED Hurt: Yes.

Vice Chair Thomas makes motion, Commissioner Leonard second to approve resolution. Unanimous vote.

## **Agenda Additions**

### **A. Cleve Dixon**

DD Jackson discusses the Cleve Dixon case, explains background: house damaged in hurricane. Mayor and Chairman Taylor worked to find somewhere for him to leave while rehabilitation work is done. "Proposing that granddaughter's voucher from Jacksonville be used to rent a 3-bedroom house, she can move in, we get payment and Mr. Dixon can move in."

Vice Chair Thomas: So need to add to next agenda?

DD Jackson: Yes.

Chairman Taylor: I want to add some more information. Commissioner Thomas had opportunity to inspect house 3 months ago. House in deplorable condition. Exposed wiring. I asked Ms. Jackson to look into it with mayor's office. They said John Green, housing coordinator for City of Riviera Beach, has gotten with county and has secured some \$70,000 to renovate house and I say this house, the issue is Mr. Dixon needs a temporary place of residence for about a year. Granddaughter has son and daughter. Mr. Dixon stay in room with grandson. We have house on 29<sup>th</sup> Court, a 3-bedroom that they can stay in. The other one on 30<sup>th</sup> street is under lease. The one on 23<sup>rd</sup> street is almost under lease so that's where we are. He needs to be out by August 15. We can't act on this tonight because it's a special meeting.

ED Hurt: There are, from what I understand, a lot of steps and considerations. Number 1 voucher has to import into this locality to West Palm Beach Housing Authority. So have to meet their conditions. Step 2, we've tried to have some screening process here for families we're putting into houses and one of things wanted to bring to board is to do background or police check prior to anybody going into our houses so we can assure community we have adequate screening. Finally, as landlords, we should have some suitability. Quite naturally have to be in line with county criteria: have to be low-income family for NSP-1 program. So something have to check out for all families. In these instances, we're landlords. This not our normal housing authority low-rent program or housing choice program so we have to act as any other landlord acts. Being a property manager and landlord when get off trying to address special emergency needs, in my experience, the other side of that doesn't always work out. But it is our mission to accommodate families in need in Riviera Beach. I get that and I'm with that but don't want board to go into anything blind trying to do special purpose.

Chairman Taylor: This gentleman has been staying...

ED Hurt: What I hear from this we're not renting to Mr. Dixon.

Chairman Taylor: No, it's for him. He doesn't have a voucher. We're renting to his other family. After he goes back to his house we'll still have his family in our house. We'll still have that family there that we as a landlord will have to deal with.

Commissioner Leonard: Are they comfortable staying in our house once he goes back?

ED Hurt: My concern is family is there.

Vice Chair Taylor: She is basically his caregiver.

ED Hurt: So when he goes back to house what is her intention?

Vice Chair Thomas: To go back with him I believe.

Chairman Taylor: I don't get moved by a lot of things. But this story, I talked to the man, I think everybody deserves to live their last days, he's 105 years old, in dignity. We got to look for a reason to say yes. I want Ms. Jackson to take into consideration what Mr. Hurt has said get all the information...when is our next meeting?

ED Hurt: August 9.



Chairman Taylor: We'll have six days before construction starts. If all information not verified, if all administrative things don't happen, then we can't do anything.

ED Hurt: We hear you clearly. My responsibility to advise you of all I think and know professionally. I'm with you on helping but don't want us to forget year from now and have a situation have to deal with.

Vice Chair Thomas: I actually brought this to board. Me being who I am I couldn't let that man live like that. All of us will be there at some point, some sooner than others, and somebody has to take care of us. I would not miss my blessing by not having this board do something.

Commissioner Leonard: I'd go further. Give him a cake.

Chairman Taylor: Is he a diabetic?

Commissioner Leonard: Make it something special, that the housing authority goes a step farther.

ED Hurt: Given the board's wishes, we can move him ASAP. We're landlords here.

Chairman Taylor: We ain't going to move too fast. We got a projection of \$6000 a month we have to fulfill.

ED Hurt: We're not confined by public housing processes; we're a landlord. We can rent to anybody we want to.

Chairman Taylor: But a bird in hand is better than 10 in bush. So make sure that voucher is...

Commissioner Leonard: I want Mr. Jackson and Mr. Hurt to make sure there's a schedule of construction...

Chairman Taylor: John Green said it'll be 6 months. Booty said 3 months and turned out it was 9 months. Ok. The other unfinished business. What else we have?

Chairman Taylor then talks about the authority's tractor that needs to be fixed to cut 19 acres. HJ Construction had a handshake deal from last summer to cut lawn 3 times in exchange for keeping their trucks and equipment there during construction and \$4500. Did it 2 times. Art Cobb talked to them. Don't know if right person. Site didn't get cut 3<sup>rd</sup> time. So other morning I come in and they're still there. They're not in compliance with our gentleman's handshake. I sent them a nice letter and asked them to cut the yard. Then we can go to next item on list, a RFP for lawn maintenance, which would be to cut the 3 lawns, 199, 167 and 194, twice a month, and to cut the site once a month with our tractor.

ED Hurt: Will our tractor fit on those lawns?

Chairman Taylor: No, no, tractor just for here. Lawn man should have his own equipment for the houses...The RFP will be posted on the housing authority website and will post in city hall.

ED Hurt: Is it normal practice for tenants to maintain own grass here in Riviera Beach?

Chairman Taylor: They won't do it. I've been and am a landlord for 25 years...

Vice Chair Thomas: Best can do is get them to water the grass.

Chairman Taylor: Right, then your doing great. We're going to have the lawn guy then send us an invoice each month that'll have some reporting on what's going on at the house.

ED Hurt: Whatever observations he makes.

Vice Chair Thomas: Should do every quarter, not just twice a year.

Chairman Thomas: Ms. Jackson I'm going to request that tomorrow you take this to the clerk's office and then meet with Ms. Dozier on the previous issue and keep us apprised via email...did you tell them about the water bill thing?

DD Jackson: No.

Chairman Taylor: The \$14000 water bill.

ED Hurt: She mentioned I'm to be present for City Council August 3 meeting and I understood there needed to be a conversation about that water bill.

Chairman Taylor then talks about getting ready for that meeting. Said city wanted them to meet with the Utility District re outstanding bill, can't be on agenda. He points out the authority owes city a water bill because of the bouncing of the \$9000 check. That caused the check used to pay water bill for \$163 to bounce too. "We had to go in and pay water bill and get off bad check list," he said, and told ED Hurt to meet with the Utility District billing director. Overdue water bill has an effect on impact fees.

## **Agenda Additions**

### **B. Books for Joseph Littles Nguzo Saba Charter School**

Chairman Taylor says he has a library of about 500 books, including children's books, and about 10 dictionaries. "I'll give you 2-3 dictionaries and some books and also has learning videos to offer," he said.

Commissioner Leonard: Whatever you can do.

DD Jackson: Microsoft has a grant for schools and nonprofits that you might want to look into. In fact we would qualify to write a grant as a nonprofit.

DD Jackson said she would get him the info.

Vice Chair Thomas: Mr. Hurt, where are our business cards?

ED Hurt: We'll have those very shortly.

Chairman Taylor: I liked the logo.

Commissioner Leonard: I'd like to go to training some time before end of summer.

ED Hurt says he'd like to do a 1.5 to 2 day retreat to do some commissioners training and said he knew a consultant in Maryland who could do it. He'll provide information on available training between now and September 30. He talked about some national public housing-related conferences and other training.

Chairman Thomas: Thousand Oaks homeowners association.

ED Hurt: Received a demand letter from attorney...

Chairman Taylor: Went in with Ms Jackson to house. A million carpenter ants were in there.

DD Jackson: It's an issue within the community.

Chairman Taylor points out he used own personal equipment to spray attic and now dead ants need to be vacuumed. It's only house not cleaned.

ED Hurt: Will be meeting with the HOA president.

Chairman Taylor requests a special meeting to discuss the development of 19 acres.

ED Hurt said he has three meetings scheduled for next day with people interested in developing the property, and said the housing authority needs to develop its own vision instead of reacting to what is offered by others.

Chairman Taylor wants a workshop to discuss only that and invite interested others. Commissioner Leonard said a charette. All agreed and ED Hurt said that it would be done. Chairman Taylor told ED Hurt to pull information on Emerald Isles, the development had planned to develop, and use information as starting point. Perhaps, he said, the authority can bring in the builder/consultant was planning to use.

ED Hurt: We know we're in a different market now. A different financial market. We have to see how going to leverage what we have and have to understand how to incur managed debt.

Chairman Taylor: Need to schedule a special meeting or workshop in month of August. So we're looking at 2 meetings in August. The regularly scheduled meeting on August 9 and a special meeting on development.

The board settled on Thursday, August 25 from 5 to 9 p.m. for development workshop. All agreed. Vice Chair Thomas asks about the other commissioners' attendance. Chairman Taylor said that's for staff to do, to ask if members are active or not.

DD Jackson: I gave agenda packet directly to Emma Bates who didn't indicate she wouldn't attend.

She added that she called both Commissioners Bates and Cobb and got no response.

Commissioner Leonard asks ED Hurt to write letter asking about their presence. Chairman Taylor thinks it's too soon, that should wait at least 30 days.



**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Special Meeting  
Official Summary Minutes  
Tuesday, August 25, 2011**

*Thursday*

**Call to Order**

Meeting came to order at 5:20 p.m.

**I. Moment of Silence/Pledge of Allegiance**

Commissioner Ron Leonard led the Pledge.

**II. Roll Call**

Chairman J. Jerome Taylor was present and presided. Upon roll call by Executive Director John Hurt, the following were present: Vice Chairman Delvin Thomas and Commissioner Ronald Leonard.

Commissioners Emma Bates and Artice Cobb were absent. Quorum.

Also present: Deputy Director Sharon Jackson.

**III. Disclosures**

No disclosures were made by the board.

**Addition to Agenda:** Chairman Taylor added Roof mitigation and repairs on the NSP-1 properties to the agenda. Added as #B under New Business

**IV. Approval of Minutes**

Deputy Director Jackson said minutes from August 8 meeting will be available at September 13 regular meeting.

**V. Finance Report**

**a. Approval of Financial Statement through March 31, 2011**

Executive Director Hurt: Financial statement from BAS Accounting through March 31. Tabled at last regular meeting. Today requesting board approval and acceptance.

Chairman Taylor: I read the report with fine tooth comb and everything in order. Ready to approve and be sent to HUD.

Commissioner Leonard makes motion to accept report as is and send to HUD. Vice Chair Thomas second. Unanimous vote, 3-0. ED Hurt says report will be sent tomorrow

**b. Approval of July Payments**

ED Hurt: July disbursement payment list, based on check register already provided to board. Item tabled at last regular meeting.

Chairman Taylor requests differentiation between operating expenses and payroll for each month. Recommends do check disbursements no more than twice a month. Commissioner Leonard asks for clarification. Discussion ensues. ED Hurt suggests checks be prepared for signature for regular board meetings on second Tuesday of each month for the first part of month, second part of month be another designated day. No vote taken; consensus agreement by board.

**c. CFP 2011 Annual Statement**

ED Hurt: Annual statement already submitted to HUD. This is just an informational item. Chairman Taylor asks if State of Florida wanted copy of financial statement. ED Hurt says can't retrieve request right now, but if do will bring back before board.

Chairman Taylor asks if 2011 annual budget has been taken care of. ED Hurt replies yes.

**VI. Unfinished Business**

**a. Lawn maintenance proposal**

Chairman Taylor says RBHA went out for bid, bids due August 15 for the cutting of 19 acres using RBHA power mower and supplied gas and materials for one cut per month. On three houses—194 E. 30<sup>th</sup> Street, 199 E. 29<sup>th</sup> Street and 167 E. 23<sup>rd</sup> Street—bid includes twice month cuts plus whatever else listed in bid. He points out bid was posted on city hall door, did solicitations, put on RBHA website. Three bidders responded.

Chairman Taylor asks to wait to make award at next regular meeting in favor of continuing with special workshop tonight. Board should be ready to dissect before next meeting Sept. 13.

ED Hurt suggests getting a per-cut price as bid supplement and reiterates importance that RBHA's procurement policy be followed. If one doesn't exist, he will ensure is prepared for next board meeting.

Commissioner Leonard makes motion to table lawn maintenance proposal to next meeting and await information from ED Hurt. Commissioner Thomas second. Question: Commissioner Leonard asks if the yards at houses will get another cut prior to vote at Sept. 13 meeting. Chairman Taylor points out he can again rent lawn mower and have someone do the work.

Amended motion by Commissioner Leonard: prior to September 13, give Chairman Taylor permission to rent another lawn mower to cut house yards if necessary. ED Hurt asks for a per-cut price.

New motion, as described by Commissioner Leonard: Table the lawn maintenance RFP's and amend to allow for Chairman Taylor to procure lawn mower to cut yards prior to Sept. 13. Commissioner Thomas second. Unanimous vote.

**b. Ms. Marion Dozier Contract Amendment**

ED Hurt asks about an amended meeting transcription contract for transcriber to attend meetings.

DD Jackson says she has a verbal proposal, Chairman Taylor wants it in writing. DD Jackson agreed.

**VII. New Business**

**a. Letter of Engagement for Newbold Construction Company**

ED Hurt points out #A and #B (agenda item add-on from Chair Taylor) will be taken together

Chairman Taylor read into record a letter to ED Hurt, DD Jackson and the board from him, regarding roof mitigation on NSP-1 properties (letter is attached) being done by Newbold Construction and the process that led up to that work.

Chairman Taylor says he took mitigation reports to insurance agency this morning, and they were accepted.

Vice Chairman Thomas appreciates Newbold responding and getting work done in timely manner. ED Hurt appreciates Chairman Taylor's initiative.

**VIII. General Discussion and Public Comment**

Commissioner Leonard asks DD Jackson to put agenda items in a binder. DD Jackson agrees.

No public comment.

Meeting adjourned without a motion at 6 p.m.





August 24, 2011

TO: John W. Hurt, Executive Director  
Sharon K. Jackson, Deputy Director  
RBHA Board of Commissioners

FROM: J. Jerome Taylor  
Chairman of the Board of Commissioners

RE: Roof Mitigation and Roof Repairs on RBHA NSP-1 Properties

As you are aware, I again brought to the attention of the Riviera Beach Housing Authority (RBHA) at the August 8, 2011 meeting concerning the potential non-renewal of property insurance on our NSP-1 properties. Please be advised that the RBHA is required to carry these policies on the aforementioned properties.

This problem with the roofs have been lingering for more than nine (9) months or longer with no action taken by the RBHA after constant pleas and written notifications.

The insurance Agency, Pyramid Agency, sent notice that if the roofs on the three (3) houses in question: 194 E. 30<sup>th</sup> St., 199 E. 29<sup>th</sup> St., and 167 E. 23<sup>rd</sup> St. were not inspected and passed, the non-renewal for the limited protection we have on said properties would be cancelled effective August 25, 2011.

The actions taken by the insurance company only addresses one-half of the problems. In addition, the lone tenant we have at 194 E. 30<sup>th</sup> St. called the office on August 15, 2011 to advise that we have a leak in the roof. This leak apparently was magnified by the recent rains we experienced.

On August 18, 2011, we contacted Newbold Construction, Inc. to secure his services for both a roof inspection and the patching of the roof on E. 30<sup>th</sup> St. Under the EMERGENCY CLAUSE of the competitive bid process, we hurriedly contacted other roofers which they could not/did not respond in a timely manner.

Seeing that Newbold Construction, Inc. was familiar with the 30<sup>th</sup> Street property (they paved the driveway), we dispatched the principal, Mr. Alfons Newbold with two (2) purposes: (1) Fix leak in roof as Hurricane Irene was imminent; and  
(2) Inspect the roofs at the NSP-1 properties for insurance purposes.

RBHA  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404-5002  
561.845.7450



#### Results/Conclusions

On August 19, 2011, Newbold Construction, Inc. proposed to complete the roofing work for \$5,250. (Proposal and pictures are attached). This proposal was made based on visual evidence of a preliminary inspection which I approved on August 22, 2011.

After stripping away the top coverings, it was evident that more extensive work was needed to pass inspection; to secure insurance; and to withstand the hurricane force winds, as the properties are located east of Broadway. (This is the evacuation zone, one (1) mile from the ocean)

After approving the original scope of work, I approved the change order (\$6,000) to assure that the RBHA was protecting the investment entrusted in us by the Palm Beach County Housing and Community Development Department and the Federal Government Stimulus Program.

The final costs for the roof repairs are as follows:

Initial Proposal -	\$5,250
Change Order -	6,000
<u>Inspection Fees -</u>	<u>375</u>
	\$11,625

This dwarfs the preliminary verbal estimate of \$30,000 to re-roof the properties.

We now have accomplished the following:

1. Roofs are given a life span of five (5) years or longer;
2. We are able to renew the property insurance with a mitigation report accepted by our insurance carrier; and
3. We will not have to temporarily house our tenant and her three (3) children in a hotel due to a collapsed roof after a substantial rain.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Special Meeting  
Revised Official Summary Minutes  
Thursday, August 25, 2011**

Deleted: Tuesday,

**Call to Order**

Meeting came to order at 5:20 p.m.

**I. Moment of Silence/Pledge of Allegiance**

Commissioner Ron Leonard led the Pledge.

**II. Roll Call**

Chairman J. Jerome Taylor was present and presided. Upon roll call by Executive Director John Hurt, the following were present: Vice Chairman Delvin Thomas and Commissioner Ronald Leonard. Commissioners Emma Bates and Artice Cobb were absent. Quorum.

Also present: Deputy Director Sharon Jackson.

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**VIII. General Discussion and Public Comment**

Commissioner Leonard asks DD Jackson to put agenda items in a binder. DD Jackson agrees.

No public comment.

Meeting adjourned without a motion at 6 p.m.

**Riviera Beach Housing Authority  
Board Development Workshop  
Immediately following Regular Meeting  
Official Summary Minutes  
August 25, 2011**

No time start indicated

Tape begins with self-introduction of interested developers, project consultants and participants, each briefly detailing their background and experiences. Most comments inaudible, so none included.

After introductions complete, Executive Director John Hurt points out there's good representation at the meeting, tells attendees to feel free to ask questions. He points out this will be a basic presentation, a mini-workshop, for the board. He introduces himself and describes his background and experience.

He begins presentation.

General topic areas:

Affordable Housing

Key Definitions

Role of PHAs In Development

The Development Process

Strategic Planning

Pre-development

Development and Construction

Occupancy and Operations

Timelines

Sources of Financing

Mixed-Finance Development Models

RBHA Opportunities for Redevelopment

Challenges to Developing the former Ivey-Green site



A few questions were answered during presentation but were mostly inaudible, so none included here

Discussion ensues, mostly inaudible

Tape ends

Presentation and discussion continues

After last topic area, ED Hurt mentions new logo says "building excellence" saying that's our mantra. Whatever we do here we're going to try to represent this board, this community, try to do something people will talk positively about.

End of presentation.

Question and answer session. Most questions inaudible so none included here, only commissioners' comments.

ED Hurt reiterates primary purpose of workshop is to educate and inform the board as it goes forward with the development of the vacant land. Glad so many people come out tonight to hear presentation.

Commissioner Delvin Thomas concerned about generational poverty and living in public housing and how he wants to see a halt to that tradition.

Chairman Jerome Taylor sees as a crucial the issue of local minority participation. We are going to incorporate that in whatever we do.

Discussion ensues.

Workshop adjourned at 8:45 p.m.

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Meeting  
Official Summary Minutes\*\*  
Tuesday, August 8, 2011**

**Call to Order**

Meeting came to order at 6:10 p.m.

**I. Moment of Silence/Pledge of Allegiance**

Commissioner Emma Bates led the pledge.

**II. Roll Call**

Chairman J. Jerome Taylor was present and presided. Upon roll call by Executive Director John Hurt, the following were present: Vice Chairman Delvin Thomas and Commissioners Emma Bates and Artice Cobb. Commissioner Ronald Leonard was absent. Quorum.

Deputy Director Sharon Jackson was absent.

**III. Disclosures**

No disclosures were made by the board.

**IV. Approval of Minutes – July 28, 2011**

The minutes were approved.

**V. Finance Report**

**a. Approval of Financial Statement through March 31, 2011**

Commissioner Cobb moved that the report be sent to HUD without review by the board. Motion died for lack of second. Vice Chair Thomas made motion to table the report until the next regular meeting August 25 to give the board time to review. Commissioner Bates second. Unanimous vote, 4-0.

**b. Approval of July Payments**

Tabled until next regular meeting August 25 by consensus of board.

**c. CFP 2011 Annual Statement**

Tabled until next regular meeting August 25 by consensus of board.

## **VI. Unfinished Business**

### **a. NSP-1 Properties Lease-Up**

As DD Jackson is absent, board decided to await her return to seek a status report on the list of potential tenants that had called and had their names added to a waiting list. Decision by consensus.

## **VII. New Business**

There was no new business.

## **VIII. General Discussion/Public Comment**

### **a. Presentation on Senior Housing (Quiet Waters) – Joseph Glucksman**

Mr. Glucksman developed the 93-unit Quiet Waters, an affordable senior rental community in Belle Glade. Quiet Waters has a cafeteria, a recreation center and full-time living assistance services. It is for seniors, veterans and formerly homeless people. He wants to develop a similar project on 3 of the 19 acres of vacant land owned by RBHA. Form a partnership with RBHA. He would like to take the RBHA board and up to 40 people on a bus to visit the Belle Glade facility, have lunch, take a tour.

Presentation detailed types of senior housing, how it is defined, levels of care, potential costs, how to finance a senior development, how to develop the property, how a partnership could work. There was a lot of detail about operating funds and where they could come from.

He also offered examples of kinds of services that could be provided, such as banking and transportation. Also included details on current and future demographics in Palm Beach County and Riviera Beach. One detail: 28 percent of Riviera Beach housing is vacant.

After offering a potential timeline and a 'what's next?' list, he gave details of Quiet Waters itself.

Board agreed by consensus to take the bus tour. No date was set.

No public comments.

Meeting adjourned at 8:30 p.m.

**\*\* There was an apparent tape recorder malfunction: no recording made of this meeting. It was recreated from the memory and notes of Chairman Taylor.**



**Riviera Beach Housing Authority**  
**2014 W. 17<sup>th</sup> Court**  
**Riviera Beach, FL 33404**  
**Regular Meeting**  
**Revised Official Summary Minutes\*\***  
**Tuesday, August 9, 2011**

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**Call to Order**

Meeting came to order at 6:10 p.m.

**I. Moment of Silence/Pledge of Allegiance**

Commissioner Emma Bates led the pledge.

**II. Roll Call**

Chairman J. Jerome Taylor was present and presided. Upon roll call by Executive Director John Hurt, the following were present: Vice Chairman Delvin Thomas and Commissioners Emma Bates and Artice Cobb. Commissioner Ronald Leonard was absent. Quorum.

Deputy Director Sharon Jackson was absent.

**III. Disclosures**

No disclosures were made by the board.

**IV. Approval of Minutes – July 28, 2011**

The minutes were approved.

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**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Meeting  
Revised Official Summary Minutes\*\*  
Wednesday, August 9, 2011**

**\*\* There was an apparent tape recorder malfunction: no recording made of this meeting. It was recreated from the memory and notes of Chairman Taylor.**

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<b>Florida Non Profit Corporation</b>					
RIVIERA BEACH HOUSING AUTHORITY, INC.					
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Date Filed	01/29/1997				
State	FL				
Status	INACTIVE				
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TAYLOR, J. JEROME  
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PATTERSON, WILLIE  
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## Annual Reports

### Report Year Filed Date

2008	06/22/2009
2009	06/22/2009
2010	01/06/2010

## Document Images

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## Aphasia

**A cognitive disorder marked by an impaired ability to comprehend or express language in its written or spoken form. This condition is caused by diseases which affect the language areas of the dominant hemisphere. Clinical features are used to classify the various subtypes of this condition. General categories include receptive, expressive, and mixed forms of aphasia.**

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## CITY GIVING LOW-INCOME FAMILIES CHANCE TO RENT UPSCALE HOMES



Written by DAPHNE TAYLOR

Special to South Florida Times



RIVIERA BEACH — When a bus load of Palm Beach County dignitaries rolled up to the large beige single-family home situated on a corner lot near the Intracoastal Waterway in Riviera Beach, nearly everyone had the same reaction: surprise.

"This is one of the homes? You've got to be kidding!" called out someone from the back of the bus. "This looks better than my own home!"

The three homes along the bus tour sponsored by the Riviera Beach Housing Authority remain the talk of the community. The city's housing authority, which was disbanded several years ago due to alleged mismanagement, has been reinvented, with new staff and a new vision. The new team headed by Board Chairman J. Jerome Taylor and Executive Director John Hurt has underscored its mission with the purchase of these homes, along with a fourth, that had been in foreclosure. The agency is now allowing low-income families to lease the houses.

The homes will be primarily available to families through the Section 8 housing program or to those who have vouchers for subsidized rent.

But they do not look like the usual Section 8 property. A couple of them seemed to be upscale homes.

"Someone is going to be extremely happy here," said Rivera Beach Council Chairwoman Judy Davis, as she got off the bus and walked to the spacious yard of the "flagship" house. "I wish it was for me," said Davis, jokingly.

In fact, the homes are for someone like Jessica Thurmond, 34, a single mother who works two jobs to make ends meet. She has been in the Section 8 housing program for some years, she said during an interview as she stood in the middle of one of the spacious rooms at one of the homes on the tour. She is likely to be the tenant of the three-bedroom two-and-a-half-bath home, according to Sharon Jackson, deputy director of the Housing Authority. The home has hardwood floors and the master bedroom is fully tiled, with a sliding glass door and large windows overlooking the backyard. The driveway loops around the entire span of the house. A week earlier, a man identifying himself as a resident of both Italy and Canada was eyeing the house, hoping he could purchase it.

But the homes are not for sale and are available for rent only for those who meet income guidelines.

The houses were purchased by the authority under a program with Palm Beach County, said Joe Greco, the county's Community Development coordinator. The Riviera Beach Housing Authority was made a sub-recipient. As a stipulation of the program, all of the homes were required to be foreclosures. The houses were then refurbished. The initial grant was a federal grant through the U.S. Department of Housing and Urban Development (HUD.)

"Riviera Beach is about affordable housing," said Mayor Thomas Masters. "People like [Councilwoman] Billie Brooks have been fighting for that for years. We've all been fighting for affordable housing and this is the epitome of the battle."

Masters cut ceremonial ribbons at the homes as a symbol of their new status.

A fourth home is located in a gated community known as Thousand Oaks in Riviera Beach but the housing agency was not granted permission to take the bus tour group on the grounds for a visit.

Hurt, who has experience as a housing director in other cities, said as part of the new housing administration his goal is to revitalize the authority so it can fulfill its mission of providing affordable housing for low- to moderate-income families in the city. "It's about the vision of the city," he said at the end of the tour.

The Housing Authority's vice-chairwoman, Delvin Thomas, said the agency wants to shed its image of an agency that deals just with large apartment dwellings with sometimes hundreds of tenants.

"We're trying to give a different look to the Housing Authority, showing that we can maintain a home and maintain a yard and all of the other things associated with being a part of the neighborhood," Thomas said. "Maybe these families can start here and then one day own their first home."

*For more information on the Riviera Beach Housing Authority or to inquire about the homes, call 561-845-7450.*

*Photo by: ALAN LUBY/FOR SOUTH FLORIDA TIMES*

*HOUSE VISIT: Low-income residents and officials of Riviera Beach's housing authority visit one of four homes the agency has acquired and is planning to rent to needy families.*

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*J. Jerome Taylor*  
1906 W. 23<sup>rd</sup> Street  
Riviera Beach, FL 33404  
(561) 844-1224

May 7, 2012

Mr. Mark Bannon, senior investigator  
Palm Beach County Commission on Ethics  
2633 Vista Parkway  
West Palm Beach, FL 33411

RE: Request for records from Riviera Beach Housing Authority

Dear Mr. Bannon,

Thank you for the opportunity to respond to your concerns. I will share as much knowledge with you as I can (I indicated before that I have Afasia), however I'll give you a sense of how the Riviera Beach Housing Authority (RBHA) works, its rules, and regulations.

I am a registered voter, homeowner, husband, and, for the last four-plus years, a member of the RBHA board, a tenure longer than any other board member. My appointment, like others, was set by the Mayor of Riviera Beach to address low-income housing needs and prepare a development on the 15.5 acres of land at the RBHA. It is located on Congress Avenue, just south of Blue Heron Boulevard.

The City began to address development with the authority before I joined the board. The Department of Housing and Urban Development (HUD) disbanded the board to seek a new executive director and secretary. In addition, five new board members were appointed by the Mayor; I was one of them. This is important background information so you understand I am the only board member with the knowledge, skills and courage to go to a new level.

#### **RBHA Financials**

The RBHA's checking account was set up at Bank Atlantic in Riviera Beach—before I joined the board. Please be advised that, in my four years, we have seen more than 15 board members and four administrators come and go.

Being a board member means working for no pay, no benefits and no thank you's. No board member stays for long. I somehow became responsible for signing on the account because at one point, there were two board members left. I was the vice chairman. The chairman soon left, due to a business interest, and I replaced him as chair. The following results are our forte:

- During this time, Bank Atlantic closed all HUD-related checking accounts across Palm Beach County, including in Riviera Beach. We had to find a new bank. That task fell to me because no one else on the board was eligible to transfer money. I had to send close to \$100,000 in RBHA funds to TD Bank with my signature. That mission was accomplished.

- I am the LOC treasurer for the RBHA. The LOC treasurer accepts funding from HUD on behalf of the RBHA. It took from August to February to be approved by HUD. I am the only member of the RBHA board authorized and qualified to accept money on behalf of the authority to pay bills and employee salaries.
- During the interim, as I applied for LOC money, the RBHA ran out of money. I contacted LOC—as only I could do—and gave HUD my secret password to release the money and asked HUD to release the funds. As a result, the housing authority paid the executive director for six months and the deputy director for three months.
- During one month, when there were only three board members, we ordered a new refrigerator. I was not in on delivery day; the interim part-time director was at RBHA offices, awaiting delivery. The delivery was late and the interim director had left. The driver called the director who, stuck in traffic, couldn't return and called me instead. I agreed to meet the delivery truck at RBHA offices. When I arrived, I learned that the appliance had not been paid for. I paid cash for the delivery and the refrigerator. No repayment was done—this was a donation from me. This was not the first time I have made a donation to the RBHA. During hurricane season, I put up half of the 27 hurricane shutters to protect our administrative building, having two assistants to help.

### **Housing Authority Meetings**

During most of my tenure, we didn't have staff. I served in all positions—either not being paid or lending the RBHA money. Its budget went from \$300,000 the first year, with two full-time employees, to \$125,000 for the last three years with three part-time employees and a part-time attorney.

It was evident that if we were going to hire a part-time executive director and part-time deputy director, we, the three members of the board, needed to look for qualified help.

We had narrowed the search to two finalists: John Hurt as executive director and Sharon Jackson as deputy director. Over the course of the next two meetings, I selected Ms. Jackson for the top job while the other two board members selected Mr. Hurt. We were ready to cast our votes then I suddenly walked out of the meeting, preventing a quorum.

I believed Ms. Jackson to be a candidate who would benefit the RBHA. Of course, Mr. Hurt was better qualified and more experienced, but I thought Ms. Jackson could add an 'extra punch' with her local planning and zoning background.

To accommodate my desire, we found enough funds, we thought, to pay for two part-time positions—executive director and deputy director. This was a financial mistake. We resorted to volunteer work while we tried to get the money (see LOC account).

I personally brought Ms. Jackson to the board for hiring her on a part-time basis. (This bright idea didn't last as it was apparent that commissioners were not interested.)

During my four years of service, these two items were brought to us. Accordingly, they went as follows:



- Four houses to be serviced. 199 E. 29<sup>th</sup> Street, 194 E. 30<sup>th</sup> Street, 167 E. 23<sup>rd</sup> Street and 1042 Centerstone.
- The houses were serviced over the weekend, as both groups worked during the week at a pest control company and a cleaning agency. They were professional, well-trained and thorough. I paid them \$1,500 to get a good job. I was satisfied. I managed to be reimbursed from the RBHA as ordered by the director and finance director. This order was written by Ms. Sharon Jackson. Two to three days later, I became extremely sick. For 31 days, I was basically pronounced dead. Medical staff told my wife to get my belongings together as I was going to the cemetery or hospice. Thanks to a miracle, I awoke after 31 days but then had to stay in the hospital for another 32 days. After my recovery, I was semi-able to serve at the RBHA once again.
- My last objective was to get the exterminator to take all the ceilings out to clean them. This was a major undertaking. PLEASE BE ADVISED THAT THE EXTERMINATOR IS NOT LICENSED AND I DON'T KNOW THE LAWN GUY'S NAME.

### Additional Information

In addition to the two facts that I do not have the required documentation for two purchases, I am pleading no contest to both of them for the following reasons:

1. In my four years as a board member of good standing, I am stating that the two items in question total \$1,000 and \$950 for work done for the authority.
2. The two different purchases total \$1,950.
3. Please note the following facts as specified by the Commission on Ethics, Palm Beach County, Paragraph F.2. of Section 111, stating:  
 "An emergency exists that seriously threatens the public health, welfare, safety or endangers property, or would otherwise cause serious injury to the residents/employees of the RBHA, as may arise by reason of an act of nature such as hurricane, flood, or earthquake; epidemic; riot; equipment failure; serious need of supplies, services or construction such that the need cannot be met through any other procurement methods, and time is of the essence. The emergency procurement shall be limited to those supplies, services, or construction necessary to address the emergency."

These two services address the requirement.

There are other purchases that NO ONE (executive director or assistant director) knew about. For example, there was a major snake issue on the 15.5 acres that wasn't addressed and that had to be paid [REDACTED]. The problem with this is that the RBHA had gotten a \$10,000 utility bill from the City of Riviera Beach. It went unpaid and the water was cut off. The problem that caused the bill to rise could not be addressed if the approximately 100 snakes were allowed to stay in the area.

These are major issues I resolved without the help of the RBHA—just to name a few.



If these issues are unacceptable, request my appearance before your board and I'll bring at least 20 other issues to you that have saved the RBHA for more than four years. (I know that your only issue is the two violations, \$1,000 and \$950.)

**My information concerning your line of questioning**

I thank you for giving me this time to present my information before you. During my unexpected face-to-face interview with you, I was thoroughly disappointed with your questions, i.e. "how was I going to provide for my family (or eat or pay for lodging?)"

It would be remiss of me if I didn't share some information with you, seeing that I am a 27-year resident of Riviera Beach owning the same house that my wife and I bought in 1984. Since then, we have two children, ages 24 and 22.

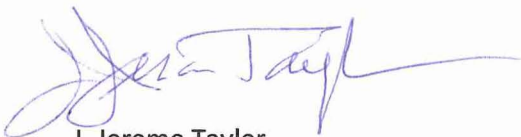
Here's some quick information about my family, as you requested:

1. Wife of 27 years (master's degree)
2. 24-year-old son (B.S. degree, Statistics and Math, USF)
3. 22-year-old son (5<sup>th</sup> year major in September at UF. He is currently at home interning in his profession)

I have worked on my family values to afford them opportunities, i.e. full-time, top-notch educations that do not require loans or other forms. (Free from any financial commitment, which causes a burden on the family.)

This information was needed as you asked the question. Please ask me to talk to you at any time.

Respectfully,



J. Jerome Taylor  
Chairman, Riviera Beach Housing Authority

cc: Alan S. Johnson, executive director, Palm Beach County Commission on Ethics  
RBHA Board of Directors  
Thomas A. Masters, Mayor of Riviera Beach

George Edward Rodgers, member, Palm Beach County Commission on Ethics



# **Request for Qualifications Development Partner(s)**

**Statements of Qualifications Due Date:**

**March 13, 2012  
3:00 p.m., Local Time  
(Corrected)**

**Mr. John W. Hurt  
Executive Director  
Riviera Beach Housing Authority  
2014 West 17<sup>th</sup> Court  
Riviera Beach, Florida 33404**

## PART I – INTRODUCTION

### 1.1 GENERAL

The **Riviera Beach Housing Authority (RBHA), Florida**, is seeking Statement of Qualifications (SOQ) Responses to Requests for of Qualifications (RFQs) from interested development teams for the creation and implementation of a Mixed Finance Development Program (Program) to redevelop the public housing site formerly known as “Ivy Green” described further in this proposal.

The selected Development Partner(s), working in concert with RBHA and the local municipality will be responsible for design, development and long term management of all units to be produced in accordance with an agreed upon plan. The Program will be developed to serve a broad range of income participants and objectives.

The RBHA selection process under this Request for Qualifications (RFQ) will result in awarding development rights for the Program to one or more Development Partner(s). The RBHA will enter into various agreements with the Development Partner(s) to design, build and finance the Program. It is the intent of the RBHA to negotiate with the selected Development Partner(s) and to execute a development agreement that will serve as the controlling document for implementation of the Program.

The selected Development Partner(s) will be responsible for all design, master planning, financing, pre-development and final development activities in coordination with the RBHA requirements. Interested individuals, firms or entities with experience in the development of mixed-income housing are encouraged to respond to this RFQ.

This RFQ is designed to redevelop the vacant site in phases to include a senior facility, family housing and possible homeownership, in a mixed income community and development of other mixed income communities yet to be identified by the RBHA. This RFQ is for the First Phase Senior Facility.

**The former Ivy Green Site**, is located at 2014 West 17<sup>th</sup> Court in the City of Riviera Beach off of Congress Avenue, a major thoroughfare, is currently a vacant parcel consisting of approximately 15.3 acres. It is the desire of the RBHA to redevelop this site into a modern mixed income community for families and seniors over the next two to five years.

### 1.2 BACKGROUND

**RBHA.** Created in 1968 pursuant to City of Riviera Beach Resolution No. 195-68 and Resolution No. 173-86 and under the 1937 Housing Act, the mission of the Authority is to provide safe, sanitary and decent housing for low income and moderate income families and individuals. The operation, management and administration of the Authority are governed by Chapter 421 of the Florida Statutes and by the statutes, rules, policies and regulations of the United States Department of Housing and Urban Development.

The five person Board of Commissioners is authorized by the laws of the State of Florida and appointed by the Mayor of the City of Riviera Beach. The Chair of the Riviera Beach Housing Authority Board and its Commissioners are responsible for the development of housing policy and the authorization of expenditures.

The former Ivy Green Development experienced damage from a series of hurricane damage that left the properties uninhabitable. As a result, all of the previous public housing located on the site formerly has been



demolished and the site is current vacant with the exception of an administration building and a garage structure.

Currently, RBHA does not own any public housing units and does not administer any Section 8 Housing Assistance Vouchers.

### **1.3 REPLACEMENT HOUSING PROGRAM**

Through its revitalization efforts the RBHA has demolished obsolete public housing and implemented a replacement housing strategy that replaces public housing with new mixed income communities that better serve the communities and residents of the City of Riviera Beach. The selected Development Partner(s) will negotiate specific terms with the RBHA concerning the details of the redevelopment and development projects.

The Development Partner(s) will secure private sector financing including low income housing tax credits, tax-exempt and/or taxable bond financing, private mortgage funding and/or other creative financing options. The RBHA has limited Replacement Housing Factor (RHF) funds available to support any public housing Annual Contributions Contract (ACC) units, which may be included in a mixed-finance proposal. The RBHA will apply for Project Based Vouchers (PBVs) for each rental phase of the redevelopment.

The RBHA is open to working with the selected Development Partner(s) to secure bridge financing that would be repaid with future RHF or Capital Grant Fund contributions.

It is envisioned that the Development Partner(s) selected under this RFQ will complete the development of a senior facility within one year of the date of execution of the Development Agreement and the redevelopment of remainder of the site within five years of the date of execution of the Development Agreement. Additional development or redevelopment projects yet to be identified are anticipated to be completed within five years of the date of execution of the Development Agreement unless the RBHA otherwise makes changes to its current redevelopment vision.

## **PART II – PROJECT SCOPE**

### **2.1 OVERVIEW**

The Development Partner(s) selected under this RFQ will be integral partner(s) in the effort to assist the RBHA in developing housing to serve middle, moderate and lower income families, elderly and disabled residents of the City of Riviera Beach. The Development Partner(s) will be required to work closely with the RBHA and other community stakeholders throughout the development effort.

Once selected, the successful respondent will make a good faith effort to enter quickly into development agreements with the RBHA to develop the identified projects. A Memorandum of Understanding or other such “early start” agreement(s) will be negotiated as needed to enable the selected Development Partner(s) to complete all necessary pre-development activities.

The RBHA recognizes that its development plans depends on a number of outside funding sources and creative financing, such as Development Partner(s) equity, low income housing tax credits, and conventional mortgage financing. As such, working with the RBHA, the successful respondent will be required to prepare financing plans that are financially feasible, that meet the goals of the RBHA and result in approval by HUD as applicable. The following items will be addressed in the scope of services to be included in the development agreement:

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**BREAKING NEWS:**West Palm Beat: Commission agrees to appoint Moss' replacement with stipulation: No running for seat

## News Palm Beach County and Treasure Coast

### Feds relinquish control of Riviera Beach housing authority

By William Cooper Jr.

Palm Beach Post Staff Writer

Friday, April 04, 2008

**RIVIERA BEACH** — After four years of federal control, the city has regained management over its housing authority, according to the U.S. Department of Housing and Urban Development.

"Four years ago, HUD began the process to improve this agency so it would become a source of pride for Riviera Beach residents," Paula Blunt, HUD's General Deputy Assistant Secretary for the Office of Public and Indian Housing, said in a statement released today. "HUD is proud to return the RBHA to Mayor Masters as we celebrate an agency that's now providing timely services and offering quality housing to the residents."

Although his job is mostly ceremonial, one of Mayor Thomas Masters duties is to appoint residents to the housing authority board.

HUD seized control over the housing authority in 2004 after years of mismanagement. The housing authority failed to keep accurate financial records and maintain a system of internal financial controls.

Since then, HUD officials have demolished Ivey Green Village, the 155-unit public housing project managed by the housing authority. Some 106 units at Ivey Green were severely damaged by Hurricane Jeanne.

Federal officials also transferred the city's section 8 voucher program to the West Palm Beach Housing Authority and appointed a new executive director, Phillip Goombs, for the Riviera Beach Housing Authority.

The plan is to replace Ivey Green with 166 townhomes, where 58 of the homes will be sold to private residents. The goal is create a community mixed with homeowners and renters.

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**Archives**

## HUD Archives: News Releases

**HUD No. 04-052**  
**Donna White**  
**(202) 708-0685**

**For Release**  
**Wednesday**  
**June 2, 2004**

### HUD MOVES TO TAKE OVER RIVIERA BEACH HOUSING AUTHORITY

WASHINGTON ? Today the U.S. Department of Housing and Urban Development began the process to take over the management of the Riviera Beach Housing Authority (RBHA). Based upon its poor financial management practices and numerous other factors that are preventing the agency from providing the citizens of Riviera Beach with safe, decent and sanitary living conditions, HUD has declared the housing authority in substantial default.

"The residents of Riviera Beach deserve safe and sanitary homes," said HUD Assistant Secretary Michael Liu. "HUD's assuming management will assure that and create the first steps toward permanent change at the housing authority. Receivership is our final option when all else has failed."

RBHA was first notified of its financial problems in August 2001. However, the agency's performance continued its downward spiral and was declared a troubled housing authority February 2002.

The housing authority failed to keep accurate financial records and to maintain a system of internal controls. Additionally, RBHA has failed to implement a cost allocation system and as a result, has further contributed to the poor financial condition of its public housing and voucher programs. The housing authority's financial records are so incomplete, HUD cannot identify how it is utilizing HUD funding.

Recently the agency was cited for its poor management of its public housing and Housing Choice Voucher Program, formerly known as Section 8 and, the physical condition of the Ivey Green Village public housing development has also fallen into a state of disrepair.

HUD's Miami Field Office has worked closely with the RBHA over the past three years, identifying specific deficiencies and requiring the agency to reach benchmarks to improve performance. Despite these efforts and the agency's own self-imposed corrective action plan, the agency continues to perform poorly.

HUD's action today is the first in a series of steps required for HUD to assume control of the RBHA. The housing authority has 10 days to respond to HUD's default determination. After the 10 days, HUD will appoint a receiver to manage the daily operations of the housing authority and expects the RBHA will be fully recovered within a one-year period. If more time is required, HUD will continue its control until the Department deems RHBA ready to be returned to local control.

HUD is the nation's housing agency committed to increasing homeownership, particularly among minorities; creating affordable housing opportunities for low-income Americans; and supporting the homeless, elderly, people with disabilities and people living with AIDS. The Department also promotes economic and community development as well as enforces the nation's fair housing laws. More information about HUD and its programs is available on the Internet and [espanol.hud.gov](http://espanol.hud.gov).

###

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U.S. Department of Housing and Urban Development  
451 7th Street S.W.  
Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455

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## Lynn Denise Solomon

*(Attorney for RBHA)***Member in Good Standing****Eligible to practice in Florida**

ID Number: - 562939

Address: Lynn Solomon PA  
500 S Australian Ave Ste 605  
West Palm Beach, Florida 334016237  
United States



Phone: 561.8204872

Fax: 561.8204873

E-Mail: lds@lynnsolomonpa.com

vCard:



County: Palm Beach

Circuit: 15

Admitted: 05/23/1986

Board Certification: **Year** **Area**  
1998 Real Estate

Sections: Elder Law  
Equal Opportunities Law  
Real Property Probate and Trust Law

10-Year Discipline **None**  
History

Law School: University of Florida, Fredric G. Levin College of Law

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Property Detail																																																					
Parcel Control Number: 56434230050000640		Location Address: 1906 W 23RD ST																																																			
Owners: TAYLOR VIVIAN B																																																					
Mailing Address: 1906 W 23RD ST, RIVIERA BEACH FL 33404 1809																																																					
Last Sale: FEB-1986	Book/Page#: 04832 / 1409	Price: \$100																																																			
Legal Description: NATIONAL VILLAGE PLAT 2 LT 64																																																					
<b>2011 Values (Current)</b>		<b>2011 Taxes</b>																																																			
Improvement Value	\$20,572	Ad Valorem																																																			
Land Value	\$16,231	Non Ad Valorem																																																			
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GARY R. NIKOLITS, CFA PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 4/26/2012

Owner: TAYLOR VIVIAN B PCN: 56434230050000640 1 of 1

**This Quit-Claim Deed**, Executed this 10th day of February, A. D. 1986, by Sharon Campbell

first party, to J. Jerome Taylor, a married man and Vivian Blackmon-Taylor, his wife

whose postoffice address is 1906 W. 23rd Street, Riviera Beach, Florida 33404 ✓ RJD

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth**

That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach State of Florida to-wit:

Lot 64, National Village Plat No. 2, according to the plat thereof on file in the office of the clerk of the Circuit Court in Palm Beach County, Florida, recorded in plat book 34 pages 169 and 170.

Notary Public for the State of Florida  
J. Jerome Taylor  
Clerk, Palm Beach County, Florida

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*Matthew J. Smith* *Sharon Campbell*

*Edith Mary Bruce*

STATE OF FLORIDA,  
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Sharon Campbell

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of

A. D. 1986

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN D. DUNKLE  
CLERK CIRCUIT COURT

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 25, 1988  
BONDED THRU DORSEY INSURANCE

This instrument prepared by: J. Jerome Taylor  
Address 1906 W. 23rd Street Riviera Beach, FL

86 017094

1986 MAR 31 PM 1:11

1000  
560  
50

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Detail	Name	Cross Name	Date	Type	Book	Page	CFN	Legal
<a href="#">View</a>	TAYLOR J E PNP	THROOP CHRISTOPHER S & PATRICIA B N/FS	10/09/1986	ORD	5034	772	19860268178	85 7417 CA L I
<a href="#">View</a>	TAYLOR J EDWARD	LAKE WORTH DRAINAGE DIST	06/22/1990	GOV	6495	1165	19900181568G	PALM BCH FM CO 3 B56 T1
* <a href="#">View</a>	TAYLOR J GRADY	MAYS LINVILLE C & MILDRED G	06/29/1988	D	5721	574	19880176516	DELRAY BCH HIGHLANDS 1 B2 L3
<a href="#">View</a>	TAYLOR J GRADY & MAGNOLIA L	PARNELL SHIRLEY TAYLOR	06/29/1988	AFF	5721	582	19880176519	DELRAY BCH HIGHLANDS 1 B2 L3
* <a href="#">View</a>	TAYLOR J HARRY & MYRTLE M H/W	CONDREN EDWARD B & CATHERINE V H/W	03/11/1970	D	1793	1525	19700015030	
<a href="#">View</a>	TAYLOR J J	TAYLOR JOANN M	08/16/1990	AFF	6550	1285	19900235232	FLAGLER HOUSE CONDO U8
<a href="#">View</a>	TAYLOR J JEROME	AAMCO TRANSMISSIONS CTR	05/21/1980	ORD	3295	933	19800090984	M 80 3709 S CNTY
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<a href="#">View</a>	TAYLOR J JEROME	USA IRS	10/11/1991	FTL	6986	87	19910291284	
<a href="#">View</a>	TAYLOR J JEROME	BANCBOSTON MTG CORP FKA	03/11/1992	LP	7152	1292	19920070314	NATIONAL VLG 2 L64
<a href="#">View</a>	TAYLOR J JEROME	USA IRS	03/19/1992	FTL	7163	1635	19920079943	
<a href="#">View</a>	TAYLOR J JEROME	BANCBOSTON MTG CORP FKA	09/04/1992	JUD	7383	1276	19920271482	NATIONAL VLG 2 L64
<a href="#">View</a>	TAYLOR J JEROME	USA IRS	07/13/1993	FTL R	7793	1754	19930217748	

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## Search: TAYLOR J

Verified as of 04/19/2012

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\* Designates From Party Records In Color: **Provisional Record** Click View to See Document Details Click on any Data Element to Filter

\* Provisional records have not been verified and are subject to deletion, modification, or change without notice and indexing of these records may be changed or modified based upon verification. Upon verification, the record color will change to black. See \* for full disclaimer information.

Detail	Name	Cross Name	Date	Type	Book	Page	CFN	Legal
<a href="#">View</a>	TAYLOR J JEROME	BANCBOSTON MTG CORP FKA	11/30/1993	LP	8000	93	19930384442	NATIONAL VLG 2 L64
<a href="#">View</a>	TAYLOR J JEROME	BANCBOSTON MTG CORP FKA	01/10/1994	NOT	8069	1827	19940008458	NATIONAL VLG 2 L64
<a href="#">View</a>	TAYLOR J JEROME	STOCKTON WHATLEY DAVIN & CO	08/15/1994	LP	8387	1634	19940278567	NATIONAL VLG 2 L64
* <a href="#">View</a>	TAYLOR J JEROME	CANADY WILMA	01/20/2010	CP	23651	1682	20100024045	
<a href="#">View</a>	TAYLOR J JEROME	USA IRS	03/16/2011	FTL	24411	429	20110090198	
* <a href="#">View</a>	TAYLOR J JEROME	KIMBROUGH ANGELA L	12/02/2011	CP	24881	962	20110446737	
<a href="#">View</a>	TAYLOR J JEROME (M)	BANCBOSTON MTG CORP FKA	05/19/1992	NOT	7250	200	19920154189	NATIONAL VLG 2 L64
<a href="#">View</a>	TAYLOR J JEROME (M)	BANCBOSTON MTG CORP FKA	10/23/1992	CP	7445	1027	19920322961	NATIONAL VLG 2 L64
<a href="#">View</a>	TAYLOR J JEROME & VIVIAN BLACKMON	CAMPBELL SHARON	03/31/1986	D	4832	1409	19860077094	L64 NAT VILLAGE PL 2
* <a href="#">View</a>	TAYLOR J JEROME DBA		05/06/1982	AFF	3720	1092	19820071644	
* <a href="#">View</a>	TAYLOR J K DBA		02/22/1978	AFF	2814	1738	19780026430	
<a href="#">View</a>	TAYLOR J LEE & GLADYS K	OHIO SAV ASSN	12/11/1985	REL	4731	1628	19850284995	L17 B3 GOLFVIEW HGTS 1
<a href="#">View</a>	TAYLOR J M & RHODA	FLORIDA FIRST NATIONAL BANK	05/10/1971	SAT	1897	846	19710032622	
* <a href="#">View</a>	TAYLOR J MARTIN	CHURCH OF GOD FOR THE STATE OF FLORIDA	04/17/2007	AFF	21630	1421	20070184481	
* <a href="#">View</a>	TAYLOR J MARTIN	CHURCH OF GOD FOR THE STATE OF FLORIDA	04/17/2007	AFF	21630	1423	20070184482	20 45 43 POR
* <a href="#">View</a>	TAYLOR J MARTIN	SAINT-FLEUR JACQUES TRUSTEE	04/18/2007	AFF	21636	1529	20070187284	PBF CO 7 BA T100
* <a href="#">View</a>	TAYLOR J MARTIN	CHURCH OF GOD FOR THE STATE OF FLORIDA	04/18/2007	AFF	21636	1532	20070187285	PBF CO 7 T99 LA-B
<a href="#">View</a>	TAYLOR J MR & MRS	CLIMATROL SALES INC	08/08/1985	LN	4619	1048	19850178850	L25 CIMARRON 1
<a href="#">View</a>	TAYLOR J MR & MRS	CLIMATROL SALES INC	09/24/1985	REL	4658	1141	19850215857	L25 CIMARRON 1
<a href="#">View</a>	TAYLOR J N & GOLDIE M H/W	COMMUNITY FEDERAL SAVINGS & LOAN ASSN RI	06/18/1968	SAT	1660	48	19680028141	

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## Document Type List

Doc Type	Description
AD	AA DOC TYPE Phantom
AFF	AFFIDAVIT
AFF A	AFFIDAVIT AMENDED
AFF C	AFFIDAVIT CERTIFIED
AGD	AGREEMENT FOR DEED
AGD A	AGREEMENT FOR DEED AMENDMENT
AGR	AGREEMENT
AGR A	AGREEMENT AMENDED
AGR C	AGREEMENT CERTIFIED
ASG	ASSIGNMENT
ASG A	ASSIGNMENT AMENDED
ASG C	ASSIGNMENT CERTIFIED
BAD	TAX LIEN SATIS
BND	BOND
BND A	BOND AMENDED
BND C	BOND CERTIFIED
BND CN	BOND CONTINUATION
CF COM	CERTIFICATE OF COMPLIANCE
CF COM A	CERTIFICATE OF COMPLIANCE AMENDED
CF COM C	CERTIFICATE OF COMPLIANCE CERTIFIED
CF-COM	CERTIFICATE OF COMPLIANCE
CND	DECLARATION OF CONDOMINIUM
CND A	DECLARATION OF CONDOMINIUM AMENDED
CND C	DECLARATION OF CONDOMINIUM CERTIFIED
CND T	DECLARATION OF CONDOMINIUM TERMINATION
CP	COURT PAPERS
CP A	COURT PAPERS AMENDED
CP C	COURT PAPERS CERTIFIED
CP CH	COURT PAPER CHARGE
CT	CERTIFICATE OF TITLE
CT A	CERTIFICATE OF TITLE AMENDED
CT C	CERTIFICATE OF TITLE CERTIFIED
CTF	CERTIFICATE
CTF A	CERTIFICATE AMENDED
CTF C	CERTIFICATE CERTIFIED
D	DEED
D A	DEED AMENDED
D C	DEED CERTIFIED
D SMP	ASSUMPTION DEED
D SMP A	DEED OF ASSUMPTION AMENDED
D SMP C	DEED OF ASSUMPTION CERTIFIED



D TR	TRUSTEE FORECLOSURE DEED
DC	DEATH CERTIFICATE
DC A	DEATH CERTIFICATE AMENDED
DC C	DEATH CERTIFICATE CERTIFIED
DM	DEED/MORTGAGE
DM A	DEED/MORTGAGE AMENDED
DM C	DEED/MORTGAGE CERTIFIED
DPR	DOMESTIC PARTNERSHIP REGISTRATION
DPR A	DOMESTIC PARTNERSHIP AMENDED
DPR T	DOMESTIC PARTNERSHIP TERMINATED
DR219	DR219
EAS	EASEMENT
EAS A	EASEMENT
EAS C	EASEMENT CERTIFIED
FFL	FEDERAL FINE LIEN
FFL A	FEDERAL FINE LIEN AMENDED
FFL R	FEDERAL FINE LIEN RELEASE
FIN	FINANCING STATEMENTS (UCC'S)
FIN A	FINANCING STATEMENTS AMENDED
FIN C	FINANCING STATEMENTS CERTIFIED
FTL	NOTICE FEDERAL TAX LIEN
FTL A	NOTICE FEDERAL TAX LIEN AMENDED
FTL R	NOTICE RELEASE OF FEDERAL TAX LIEN
FTL R A	NOTICE FEDERAL TAX LIEN RELEASE AMENDED
FTL R RE	NOTICE RELEASE OF FTL REAL ESTATE
FTL R RE A	NOTICE RELEASE FTL REAL ESTATE AMENDED
FTL RE	NOTICE FTL INVOLVING REAL ESTATE
FTL RE A	NOTICE FTL REAL ESTATE AMENDED
FTL RF	NOTICE FEDERAL TAX LIEN REFILE
FTL RF A	NOTICE FEDERAL TAX LIEN REFILE AMENDED
FTLW	NOTICE FEDERAL TAX LIEN WITHDRAWAL
GOV	GOVERNMENT RELATED
GOV A	GOVERNMENT RELATED AMENDED
GOV C	GOVERNMENT RELATED CERTIFIED
J C RF	CERTIFIED JUDGMENT- REFILE
J FN C	CERTIFIED COPY FOREIGN JUDGMENT
J FN C A	CERTIFIED COPY FOREIGN JUDGMENT AMENDED
JUD	JUDGMENT
JUD A	JUDGMENT AMENDED
JUD C	JUDGMENT CERTIFIED
JUD F	JUDGMENT FINANCIAL
LI TX	TAX LIEN
LI TX A	TAX LIEN AMENDED
LI TX C	TAX LIEN CERTIFIED

LI TX R	TAX LIEN RELEASE
LI TX S	TAX LIEN SATISFACTION
LN	LIEN
LN A	LIEN AMENDED
LN C	LIEN CERTIFIED
LP	LIS PENDENS
LP A	LIS PENDENS AMENDED
LP C	LIS PENDENS CERTIFIED
MAR	MARRIAGE RECORD
MAR A	MARRIAGE RECORD AMENDED
MAR C	MARRIAGE RECORD CERTIFIED
MIL	MILITARY DISCHARGE/SEPARATION
MIS	MISCELLANEOUS
MIS A	MISCELLANEOUS AMENDED
MIS C	MISCELLANEOUS CERTIFIED
MOD	MODIFICATION
MOD A	MODIFICATION AMENDED
MOD C	MODIFICATION CERTIFIED
MTG	MORTGAGE
MTG A	MORTGAGE AMENDED
MTG C	MORTGAGE CERTIFIED
NC A	NOTICE OF COMMENCEMENT AMENDED
NCL	NOTICE OF CONTEST OF LIEN
NCL A	NOTICE OF CONTEST OF LIEN
NCL C	NOTICE OF CONTEST OF LIEN CERTIFIED
NIL	NOTICE OF INTEREST IN LAND
NIL A	NOTICE OF INTEREST IN LAND AMENDED
NIL T	NOTICE OF INTEREST IN LAND RELEASE
NOB	NOTICE OF BOND
NOB A	NOTICE OF BOND AMENDED
NOB C	NOTICE OF BOND CERTIFIED
NOC	NOTICE OF COMMENCEMENT
NOC A	NOTICE OF COMMENCEMENT AMENDED
NOC C	NOTICE OF COMMENCEMENT CERTIFIED
NOH	NOTICE OF HOMESTEAD
NOH A	NOTICE OF HOMESTEAD AMENDED
NOH C	NOTICE OF HOMESTEAD CERTIFIED
NOT	NOTICE
NOT A	NOTICE AMENDED
NOT C	NOTICE CERTIFIED
NOT T	NOTICE RELEASE
NT	NOTE
NT A	NOTE AMENDED
NT C	NOTE CERTIFIED

NTC	NON-TAXABLE CERTIFICATE
OACA	ORDER ASSESSING COST CERTIFIED AMENDED
OACC	ORDER ASSESSING COST CERTIFIED
ORD	ORDER
ORD A	ORDER AMENDED
ORD C	ORDER CERTIFIED
PL	PLAT
PL A	PLAT AMENDED
PL MIS	PLAT MISCELLANEOUS
PL MIS A	PLAT MISCELLANEOUS AMENDED
PL RD	PLAT ROAD
PL RD A	PLAT ROAD AMENDED
PL WAT	PLAT WATER
PLAT	PLAT
PLR	PLAT RELATED
PLR A	PLAT RELATED AMENDED
PLR C	PLAT RELATED CERIFIED
POA	POWER OF ATTORNEY
POA A	POWER OF ATTORNEY AMENDED
POA C	POWER OF ATTORNEY CERTIFIED
PR	PARTIAL RELEASE
PR A	PARTIAL RELEASE AMENDED
PRO	PROBATE DOCUMENTS
PRO A	PROBATE DOCUMENT AMENDED
PRO C	PROBATE DOCUMENT CERTIFIED
QCD	QUIT CLAIM DEED
QCD A	QUIT CLAIM DEED AMENDED
QCD C	QUIT CLAIM DEED CERTIFIED
REL	RELEASE
REL A	RELEASE AMENDED
REL C	RELEASE CERTIFIED
RES	RESTRICTIONS
RES A	RESTRICTIONS AMENDED
RES C	RESTRICTIONS CERTIFIED
RT	RECEIPT
RT A	RECEIPT AMENDED
RT C	RECEIPT CERTIFIED
SAT	SATISFACTION
SAT A	SATISFACTION AMENDED
SAT C	SATISFACTION CERTIFIED
TER	TERMINATION
TER A	TERMINATION AMENED
TER C	TERMINATION CERTIFIED
TRA	TRANSFER



TRA A	TRANSFER AMENDED
TRA C	TRANSFER CERTIFIED
WR	WARRANT
WR A	WARRANT AMENDED
WR C	WARRANT CERTIFIED
WR S	SATISFACTION OF WARRANT
WV	WAIVER
X COLNE	Tax Lien Statis
X XXCLONE	XXXXXX
X XXXCLONE	XXXXXXX
XCLONE	XXXXXXX
XX XCOLNE	XXXXXX
XX XXCLONE	XXXXXXX
XXX	XXXXX
XXX CLONE	XXXXXX
XXX COLNE	XXXXXX
XXX XCOLNE	XXXXXX

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Prepared by: Kimberly Coleman

W/C TRI-COUNTY for: --

Mandel, Sinowitz, Weisman, Kinschler & Diaz P.A.  
2101 Corporate Blvd. Ste. 300  
Boca Raton, Florida 33431

DEC-05-1996 3:54pm 96-425876  
DRE 9558 Pg 2  
Con 61,600.00 Doc 215.60  
Int 123.20

Decision One Mortgage Company  
4601 Park Road, Suite 500  
Charlotte, North Carolina 28209

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Loan Number 2060-9611040

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 27, 1996. The mortgagor is JOSEPH J. TAYLOR and VIVIAN B. TAYLOR, HIS WIFE ("Borrower"). This Security Instrument is given to DECISION ONE MORTGAGE COMPANY, which is organized and existing under the laws of NORTH CAROLINA, and whose address is 4601 PARK ROAD, SUITE 500, CHARLOTTE, NORTH CAROLINA 28209 ("Lender"). Borrower owes Lender the principal sum of SIXTY-ONE THOUSAND SIX HUNDRED AND 00/100ths Dollars (U.S.\$61,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 3, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in PALM BEACH County, Florida:

Lot 64 , NATIONAL VILLAGE PLAT NO. 2 according to the Plat thereof, on file in the office of the clerk of the Circuit Court in Palm Beach County, Florida recorded in Plat Book 34, Page 169 through 170.

which has the address of 1906 W 23RD STREET

RIVIERA BEACH

Florida 33404 ("Property Address");  
(Zip Code)

(Street)

(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

FLORIDA-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT  
GMD 0292 (395)

Form 3010 9/90 (page 1 of 7 pages)



THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.



Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.



7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.



11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b)



entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Attorneys' Fees.** As used in this Security Instrument and the Note "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

ORB 9558 Pg 8  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Barbara Jell  
Please Print Name  
Barbara Jell

Joann Ball  
Please Print Name  
Joann Ball

Joseph J. Taylor (Seal)  
JOESPH J. TAYLOR  
Please print your post office address

1906 W 23 St  
Riviera Beach, FL 33404  
Vivian B. Taylor (Seal)  
VIVIAN B. TAYLOR  
Please print your post office address

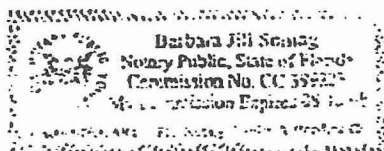
1906 W 23 St  
Riviera Beach, FL 33404

STATE OF FLORIDA, PALM BEACH

County ss:

The foregoing instrument was acknowledged before me this NOV 27, 1996  
by JOESPH J. TAYLOR and VIVIAN B. TAYLOR, HIS WIFE, who is personally known to me or who has produced  
Ar license as identification.

Barbara Jell Taylor  
Notary Public  
Please Print Name





Return to  
BENEFICIAL FLORIDA INC.  
1937 N. Military Trl Suite R  
West Palm Beach, FL 33409

This instrument has been prepared by  
Millicent Picker, Esq.  
One Christina Centre  
301 N. Walnut Street  
Wilmington, DE 19801

DEC-03-1997 1:36PM 97-430965  
ORB 10114 Pg 317  
Con 6,316.93 Doc 22.40  
Int 12.63

Date of Loan Agreement 11/28/97  
Actual Amount of Loan \$ 6,316.93  
Unpaid Balance of Actual  
Amount of Loan of Prior Loan \$ 2,946.32

**MORTGAGE DEED**

THIS INDENTURE, made this 28th day of November, 1997 BETWEEN Joseph J. Taylor  
and Vivian Blackmon Taylor, husband and wife,  
residing at 1906 W23rd Street in the City of  
West Palm Beach, County of Palm Beach and State of Florida, hereafter called the "Mortgagor," and  
BENEFICIAL FLORIDA INC., a Delaware corporation qualified to do business in Florida, having an office and place of business  
at 1937 N. Military Trail Suite R  
in the City of West Palm Beach, County of Palm Beach and State of Florida, hereafter called "Mortgagee."

WITNESSETH, that Mortgagor, in consideration of a loan made to Mortgagor by Mortgagee, such loan being evidenced by a Loan  
Agreement, hereafter collectively referred to as the "Agreement", dated on the same date of this Mortgage, and containing the terms  
shown above, the difference between the Actual Amount of Loan shown above and the Unpaid Balance of Actual Amount of Loan of Prior  
Loan shown above being the amount of the fresh cash advanced to the Mortgagor and secured by this Mortgage, and in order to secure the  
payment of the loan and the performance of all the agreements and conditions contained in the Agreement, by these presents, does grant,  
hargain, sell and convey to Mortgagee, its successors and assigns, the following described real property, hereafter referred to as the  
"Property", situate, lying and being in the County of Palm Beach and the State of Florida, to-wit:

See Schedule A for legal description, which is incorporated in the mortgage.

☒ If this box is checked, this Mortgage is subject to a prior mortgage dated 11/27, 1996 executed by Mortgagors to  
Decision One Mortgage Co., as mortgagee,  
which prior mortgage secures payment of a promissory note in the principal amount of \$ 61,600.00. That prior mortgage  
was recorded on 12/5, 1996 with the Clerk of the Circuit Court of Palm Beach County, Florida,  
in Book 9558 of Mortgages at page 2.

Mortgagor fully warrants the title to the above Property, and will defend the same against the lawful claims of all persons  
whomsoever. In the event the Property is sold or otherwise conveyed without the written consent of Mortgagee, such sale of conveyance at  
Mortgagee's option shall be considered a default under this Mortgage and Mortgagee shall be entitled to all remedies provided herein  
and/or as provided by law and equity. This Mortgage is not assumable nor is Mortgagor's interest herein transferable without the prior  
written consent of Mortgagee. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that  
Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then  
Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option  
shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that  
purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if  
required, an increase in the rate of interest payable under the Agreement.

PROVIDED, HOWEVER, that if Mortgagor shall make all payments required by the Agreement, and shall well and truly perform  
and comply with each and every covenant of the Agreement and of this Mortgage, then this Mortgage shall be null and void, otherwise to  
remain in full force and effect.

Mortgagor covenants to pay, when due, the full amount of each and every instalment as provided in the Agreement; to pay before they  
become delinquent all encumbrances of every kind upon the Property together with the indebtedness secured thereby, including any prior  
mortgages and deeds of trust; to pay all taxes and assessments levied with respect to the Property, to whomsoever the same may be  
assessed, before they become delinquent; neither to commit nor to suffer any strip, waste, impairment or deterioration of the Property; to  
keep the buildings now or hereafter to be erected on the Property (together with any personal property included in this Mortgage) insured  
against loss or damage by fire and such other hazards, in such amounts and with such carriers as shall be acceptable to Mortgagee; and  
Mortgagor hereby waives all right of homestead and exemptions under the Constitution and the Laws of Florida.

If any of the foregoing covenants should be breached by Mortgagor, then: (1) the Agreement and all monies hereby secured at the  
option of Mortgagee and without demand, shall become immediately due and payable; (2) Mortgagee, at its option, may pay any such  
delinquent sums and interest due under provisions of the foregoing covenants and the full amount of such payments shall bear interest from  
the date thereof until paid by Mortgagor at the Rate of Charge shown on the Agreement and, together with the agreed interest, shall be  
secured by the lien of this Mortgage; and, (3) this Mortgage forthwith may be foreclosed. In the event of any foreclosure of this Mortgage,  
Mortgagor agrees to pay all costs and expenses of foreclosure, including reasonable attorney's fees, together with any and all amounts  
which Mortgagee shall have disbursed under provisions of this Mortgage and the Agreement secured thereby.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent  
any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any  
interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount  
secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance  
with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the  
amount so paid, become subrogated to the rights of mortgagee identified on the prior mortgage. All payments made on the prior mortgage  
by Mortgagee shall bear interest at the Rate of Charge until paid in full.



## Mortgagor warrants that

1. the Property has not been used in the past and is not presently used for hazardous and/or toxic waste,
2. Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste,
3. asbestos has not been used as a building material on any building erected on the Property in the past,
4. the Property is not presently used for asbestos storage and
5. the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.

Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.

Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

If there be more than one mortgagor, all singular words herein referring to Mortgagor shall be read in the plural.

IN WITNESS WHEREOF Mortgagor has executed this instrument under seal the day and year above written.

Signed, sealed and delivered in the presence of us:

Claudia L. Cossetti  
Witness Signature

Claudia L. Cossetti

Name of Witness - Typed

Angela Zanetti  
Witness Signature

Angela Zanetti

Name of Witness - Typed

Joseph J. Taylor (Seal)  
Signature

Joseph J. Taylor

Name of Borrower - Typed

Vivian Blackmon Taylor (Seal)  
Signature

Vivian Blackmon Taylor

Name of Borrower - Typed

STATE OF FLORIDA

STATUTORY SHORT FORM  
OF ACKNOWLEDGMENT

COUNTY OF Falm Beach

The foregoing instrument was acknowledged before me this 29 day of November, 1997 by Joseph J. & Vivian Blackmon Taylor, who is personally known to me or who has produced

☒ a driver's license or non-driver's identification issued by Florida or any other U.S. state;

Drivers License No. T460A 440 521650

Identification No.: B 425 370 552 794 0

Date of Issuance: \_\_\_\_\_

☐ identification issued by branch of U.S. military service;

Branch: \_\_\_\_\_

Identification No.: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

SEAL



KATHY ROBINSON  
My Comm Exp. 2/25/99  
Bonded By Service Ins  
No. CC435015

(1) Personally Known (2) Other U.S.

Kathy Robinson  
Signature of Notary

Kathy Robinson  
Name of Notary  
(printed, typed or stamped)

NOTARY PUBLIC—STATE OF FLORIDA

Serial Number (if any)

**SCHEDULE A**  
**"Description of Property"**

ORB 10114 Pg. 319  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

LOT 64, NATIONAL VILLAGE PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN  
PLAT BOOK 34, AT PAGE 169 AND 170, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

This is not a certified copy

Form 668 (Y)(c)  
(Rev. February 2004)

3351

Department of the Treasury - Internal Revenue Service

# Notice of Federal Tax Lien

Area:  
SMALL BUSINESS/SELF EMPLOYED AREA #3  
Lien Unit Phone: (800) 829-3903

Serial Number

762428711

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer J. JEROME TAYLOR

Residence 1906 W 23RD ST  
RIVIERA BEACH, FL 33404-1809

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

CFN 20110090198  
OR BK 24411 PG 0429  
RECORDED 03/16/2011 15:11:54  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg 0429; (1pg)

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2002		07/17/2006	08/16/2016	5600.27
Place of Filing County Courthouse Palm Beach County West Palm Beach, FL 33402					Total \$ 5600.27

This notice was prepared and signed at BALTIMORE, MD, on this,  
the 03rd day of March, 2011.

Signature

for FRED BANKS

Title  
ACS SBSE  
(800) 829-3903

23-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X





Google earth

feet  
meters







Google earth

feet 800  
meters 200







Gary R. Nikolits, CFA  
**Property Appraiser**  
 Palm Beach County

Property Appraiser's Public Access

PAPA ▶



Location Address 2003 W 17TH CT

Municipality RIVIERA BEACH

Parcel Control Number 56-43-42-31-01-000-0010

Subdivision WESTSIDE ESTATES AS IN

Official Records Book 20543

Page 1551

Sale Date MAR-2006

**Legal Description** WESTSIDE ESTATES ALL OF PL LYG W OF CONGRESS AVE (LESS W 17TH ST  
 R/W) & 50 FT ABND W 17TH COURT LYG WITHIN

**Owners**

RIVIERA BEACH HOUSING AUTHORITY

**Mailing address**

2014 17TH CT  
 RIVIERA BEACH FL 33404 5002

Sales Date	Price	OR Book/Page	Sale Type	Owner
MAR-2006	\$10	20543 / 1551	WARRANTY DEED	RIVIERA BEACH HOUSING AUTHORITY
JUN-2005	\$10	18814 / 0327	QUIT CLAIM	RIVIERA BEACH HOUSING AUTHORITY
MAY-2005	\$10	18643 / 1968	QUIT CLAIM	RIVIERA BEACH HOUSING AUTHORITY
MAY-2005	\$10	18643 / 1860	QUIT CLAIM	RIVIERA BEACH HOUSING AUTHORITY
JUN-1999	\$100	11164 / 0353	QUIT CLAIM	RIVIERA BEACH HOUSING CORP INC

Exemption Applicant/Owner	Year	Detail
RIVIERA BEACH HOUSING AUTHORITY	2012	FULL: PBC & CITY HOUSING AUTH

Number of Units 0

\*Total Square Feet 3508

Acres 15.3689

Use Code 0300 - MULTIFAMILY

Zoning RM12 - ( 56-RIVIERA BEACH )

Tax Year	2011	2010	2009
Improvement Value	\$147,953	\$607,573	\$803,699
Land Value	\$337,500	\$337,500	\$375,000
Total Market Value	\$485,453	\$945,073	\$1,178,699

All values are as of January 1st each year

Tax Year	2011	2010	2009
Assessed Value	\$485,453	\$945,073	\$1,054,962
Exemption Amount	\$485,453	\$945,073	\$1,054,962
Taxable Value	\$0	\$0	\$0

Tax Year	2011	2010	2009
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0



**Property Detail**

Parcel Control Number: 56434231010000010

Location Address: 2003 W 17TH CT

Owners: RIVIERA BEACH HOUSING AUTHORITY

Mailing Address: 2014 17TH CT, RIVIERA BEACH FL 33404 5002

Last Sale: MAR-2006

Book/Page#: 20543 / 1551

Price: \$10

Legal Description: WESTSIDE ESTATES ALL OF PL LYG W OF CONGRESS AVE (LESS W 17TH ST R/W) &amp; 50 FT ABND W 17TH COURT LYG WITHIN

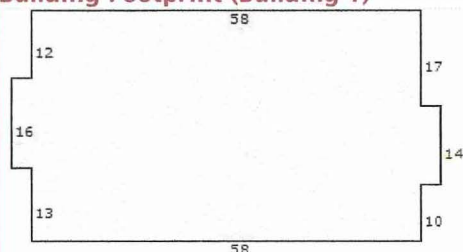
**2011 Values (Current)**

Improvement Value	\$147,953
Land Value	\$337,500
Total Market Value	\$485,453
Assessed Value	\$485,453
Exemption Amount	\$485,453
Taxable Value	\$0

All values are as of January 1st each year

**2011 Taxes**

Ad Valorem	\$0
Non Ad Valorem	\$0
Total Tax	\$0

**2012 Qualified Exemptions****Applicants****Building Footprint (Building 1)**

Area 1

**Subarea and Square Footage (Building 1)**

Description	Area	Sq. Footage
Total Square Footage:		0
Total Area Under Air:		0

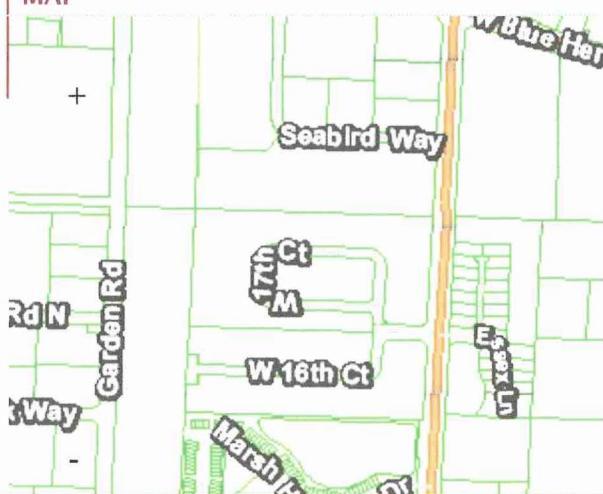
**Extra Features**

Description	Unit
FENCE- CHAIN LINK 6FT #11 GAUG	492
PATIO	760
PAVING- ASPHALT	480
PAVING- ASPHALT	21504
WALKWAY-CONCRETE	1485
Unit may represent the perimeter, square footage, linear footage, total number or other measurement.	

**Structural Details (Building 1)**

No	Description	
1.	YEAR_BUILT	2003
2.	DAYCARE	2468

Acres 15.3689

**MAP**

Owner: RIVIERA BEACH HOUSING AUTHORITY PCN: 56434231010000010

1 of 2

# RBHA-FINANCIAL(s)

Account Payables  
4047 (NSP-1 Acct.)  
March, '12

<u>TYPE</u>	<u>PAYEE</u>		<u>CK AMOUNT</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
		Opening Bal			
03.06.12	NSP-1 Ck # 1024 FPL	\$4,991.47	(\$44.23)	FPL bill - 199 E 29th	\$4,947.24
03.06.12	NSP-1 Ck # 1025 Riviera Beach		(\$36.76)	RB water bill - 199 E. 29th	\$4,910.48
03.06.12	NSP-1 Ck # 1026 1000 Oaks Congress Assoc		(\$194.00)	HOA fees - 1042 Center Stone	\$4,716.48
03.06.12	NSP-1 Ck # 1027 Tax Collector		(\$1,601.92)	Non Ad Val Tax - 199 E.29th	\$3,114.56
03.06.12	NSP-1 Ck # 1028 Paychex Acct		(\$1,200.00)	Transfer of Mangement Fees	\$1,914.56
03.06.12	NSP-1 Ck # 1029 BrandsMartUSA		(\$445.05)		\$1,469.51
		<b>\$1,469.51</b>			
		Ending Balance			

Account Payables  
2533 (Operating Acct.)

	<u>TYPE</u>	<u>PAYEE</u>		<u>CK AMOUNT</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
			Opening Bal			
03.06.12	Operating	Ck # 1117 FPL	\$20,949.33	(\$511.05)	FPL 17th Ct St lites	\$20,438.28
03.06.12	Operating	Ck # 1118 ATT		(\$221.06)	Admin Office Fax Line	\$20,217.22
03.06.12	Operating	Ck # 1119 ATT		(\$1,160.94)	Admin Office Phone Line	\$19,056.28
03.06.12	Operating	Ck # 1120 ATT		(\$16.19)	Assessment for not paying bill	\$19,040.09
03.06.12	Operating	Ck # 1121 Security Network		(\$199.75)	Monitoring Maintenance	\$18,840.34
03.06.12	Operating	Ck # 1122 Riviera Beach		(\$500.00)	17th Ct Water Bill	\$18,340.34
03.06.12	Operating	Ck # 1123 Riviera Beach		(\$500.00)	2055 W. 17th Ct.	\$17,840.34
03.06.12	Operating	Ck # 1124 IRS		(\$500.00)	941	\$17,340.34
03.06.12	Operating	Ck # 1125 Pitney Bowes		(\$74.38)	Stamp Machine	\$17,265.98
03.06.12	Operating	Ck # 1126 FPL		(\$194.35)	Office Electric Bill	\$17,071.63
03.06.12	Operating	Ck # 1127 Lynn Soloman		(\$500.00)	Legal Services	\$16,571.63
03.06.12	Operating	Ck # 1128 SWA		(\$295.10)	2012 Annual Gov Assessment	\$16,276.53
03.06.12	Operating	Ck # 1129 Linda Palmer		(\$100.00)	2011 Form, 1096 & 1099s	\$16,176.53
03.06.12	Operating	Ck # 1130 Personnel Concept		(\$78.90)	Fed info services	\$16,097.63
03.06.12	Operating	Ck # 1131 FL Dept of Econ Opportunity		(\$225.00)	Special District Fee	\$15,872.63
03.06.12	Operating	Ck # 1132 Dept of State		(\$297.50)	Reinstatement Fee	\$15,575.13
03.06.12	Operating	Ck # 1133 Marion Dozier		(\$400.00)	Payment of Deferred Compensation	\$15,175.13
03.06.12	Operating	Ck # 1134 Sears		(\$69.00)	Stove at 1042 CenterStone	\$15,106.13
03.06.12	Operating	Ck # 1135 FL Assoc of Hsg Officials		(\$347.00)	ED Forum	\$14,759.13
03.06.12	Operating	Ck # 1136 Fast Signs - VOID		(\$30.00)	2 Commissioner Name Plates	\$14,729.13
03.06.12	Operating	Ck # 1137 Clesia Ventures		(\$150.00)	6 mos website Maintenance	\$14,579.13
03.06.12	Operating	Ck # 1138 SERC-NAHRO		(\$100.00)	RBHA Membership Renewal	\$14,479.13
03.06.12	Operating	Ck # 1139 Staples		(\$215.39)	Office Supplies	\$14,263.74
03.06.12	Operating	Ck # 1140 John W. Hurt		(\$6,999.64)	Payment of Deferred Compensation	\$7,264.10
03.06.12	Operating	Ck # 1141 Sharon K. Jackson		(\$2,499.99)	Payment of Deferred Compensation	\$4,764.11
03.06.12	Operating	Ck # 1142 Lynn Soloman		(\$1,330.00)	Payment of Deferred Compensation	\$3,434.11
03.06.12	Operating	Ck # 1143 Marion Dozier		(\$150.00)	02.13.12 minutes	\$3,284.11
03.06.12	Operating	Ck # 1144 Paychex Acct		(\$1,666.66)	Mar 1 & 15 Payroll	\$1,617.45
03.06.12	Operating	Ck # 1146 Carson Darvell		(\$1,000.00)	Extermination Serv Admin Office	\$617.45

\$617.45

Ending Balance



Account Payables  
2525 (Restricted Acct.)

<u>TYPE</u>	<u>PAYEE</u>		<u>CK AMOUNT</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
03.05.12	Restricted	Opening Bal			
		\$254,081.00	(\$20,873)	Transfer \$20,873 to Operating Acct	\$233,208.00
			\$65,553	Transfer from LOCCS	\$298,761.00
		\$ 298,761.00			
		Ending Balance			

Paychex Account  
2210

<u>TYPE</u>	<u>PAYEE</u>		<u>CK AMOUNT</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
		Opening Bal			
		\$297.92			
03.08.12	Paychex	Transfer from 4047	\$1,200.00		\$1,497.92
03.15.12	Paychex		\$2,499.99	Payment of Deferred Compensation	\$3,997.91
03.16.12	Paychex		\$1,666.66	ED 03.01 & 15 payroll	\$5,664.57
03.20.12	Paychex		(\$4,532.89)	Payroll for Administration	\$1,131.68
03.20.12	Paychex		(\$722.09)	Employee withholdings paid by paychex	\$409.59
03.21.12	Paychex		(\$49.06)	Paychex Invoice	
03.21.12	Paychex		\$500.00	Deposit for 199 E. 29th	\$909.59
		\$909.59			
		Ending Balance			

Account Payables  
2525 (Restricted Acct.)

\$ 65,553.00      Transfer from LOCCS

Account Payables  
2533 (Operating Acct.)

\$ 20,873.00      Transferred from Restricted Acct

NSP-1 Account Receivables  
30-Mar-12

Rental Income & Deposits

\$900.00	167 E. 23rd - Rent
\$791.00	194 E. 30th - Rent: WPB Housing Authority Portion
\$811.00	194 E. 30th - Rent: Tenant Portion
\$1,300.00	1042 Center Stone Ln - Rent
\$500.00	199 E. 29th Ct. Deposit
\$4,302.00	TOTAL

**Riviera Beach Housing Authority  
2014 W. 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
Regular Board Meeting  
Official Meeting Minutes  
Tuesday, April 10, 2012**

Call to Order

Meeting comes to order at 7:07 p.m.

**I. Moment of Silence/Pledge of Allegiance**

**II. Roll Call**

Board Chairman J. Jerome Taylor is present and presides. Upon roll call by Executive Director (ED) John Hurt, Vice Chairman Delvin Thomas and Commissioners Artice Cobb and Rodney Roberts are present. Commissioner Ronald Leonard is absent. Quorum.

Also present is Deputy Director (DD) Sharon Jackson. Board Attorney Lynn Solomon is present via telephone.

**III. Additions/Deletions/Reordering and Approval of the Agenda**

Commissioner Roberts requests addition of item to rename the former Ivey Green site. Chairman Taylor said no. Commissioner Roberts asked for a legal decision; Attorney Solomon said he needed a second. Second by Commissioner Cobb, who requests item be added under New Business as Item E.

Vice Chair Thomas requests addition to consider having all authority properties appraised. Added as Item F.

Commissioner Cobb requests addition of discussion to create organizational chart for board review and approval. Added as Item G.

Commissioner Cobb requests addition of discussion re hiring of 2 staffers—a staff legal counsel for redevelopment and a fee accountant.

Chairman Taylor passes the gavel to Vice Chair Thomas.

Board does the pledge and moment of silence at 7:21 p.m.

**IV. Disclosures by any Board Members**

There were no disclosures by any board members.



V. **Approval of Minutes: March 13, 2012**

Commissioner Cobb moves to defer to next regular meeting. Second by Commissioner Roberts. Vote unanimous, 4-0.

VI. **Finance Report**

a. **March 2012 disbursements.**

Chair Taylor wants an accounting firm to do financial statements.

Commissioner Cobb wants a policy on disconnecting lights if rental units are empty. Reiterates need for an accountant to do monthly financial statements.

Commissioner Leonard comes into meeting via telephone at 7:31 p.m.

Chairman Taylor and Commissioner Cobb question several specific entries and express dislike for layout of report; it's not clear. Commissioner Roberts asks what is so unclear about accounts payables ledger. Commissioner Cobb responds it's not done properly. Vice Chair Thomas adds it should be on a spreadsheet so it can be automatically calculated.

Commissioner Cobb says the current format won't meet scrutiny of an audit. Chairman Taylor says the board should bring in someone to talk about fee accounting. Commissioner Roberts questions cost.

Commissioner Cobb makes motion to approve March 2012 disbursements. Second by Chair Taylor. **Vote passes, 4-1, with Commissioner Roberts dissenting.**

b. **Receipt of FL14P076501-10 (CFP) Capital Fund Program - \$65,553.00**

ED Hurt says the funds have been deposited into the restricted account—which is the only one connected to LOCKS. Since receipt, \$20,000 has been transferred to the operating account.

Commissioner Cobb makes motion to accept the CFP funds. Second by Chairman Taylor. Vote unanimous, 5-0.

VII. **Unfinished Business**

a. **Review of Professional Service Contracts.**

- i. **Agency Attorney.** ED Hurt says there was supposed to be a special meeting to discuss this topic, but it didn't happen. Contracts for both positions in agenda packets.

Chairman Taylor asks Attorney Solomon what she'll be doing. She responds that will be determined by the board but indicates some of the necessary work, such as sunshine law issues, public information requests, fair housing issues.

Chairman Taylor: Are you on call?

Attorney Solomon: I've said in the past I'll be available only when needed so as not to eat into the line-item budget. I don't believe I need to come to all of the meetings.

Chairman Taylor agrees.

Commissioner Cobb wants more clarity. The existing contract would have to be revised. It dates to 2009. He thinks an attorney needs to be at all board meetings, which would come in under the \$5,000 budget allowed annually for general counsel.

Chairman Taylor disagrees. Commissioner Cobb says there's a difference between her contract and what the board is saying today. Attorney Solomon said notwithstanding the contract, she's been billing \$100 an hour for attendance at meetings. Commissioner Cobb said that's why the contract terms need to be changed.

Chairman Taylor says he wants to pay for services, not for just sitting in meetings.

Commissioner Cobb wants staff to bring a new attorney contract back to next meeting. ED Hurt said the matter is a negotiation between board and the board attorney. What is staff's role?

Attorney Solomon said she'll bring back an agreement for board consideration.

Commissioner Roberts asks what the issue is with the contract. Commissioner Cobb said there needs to be clarity: new terms need to be added, updated and made compatible.

#### **b. Transcriber**

Chairman Taylor and Vice Chair Thomas both point out the transcriber situation is fine.

Commissioner Roberts says \$150 per regular meeting is acceptable, but \$250 for special meetings is not.

Commissioner Cobb wants contract consistency because it's a legal instrument.

ED Hurt says to defer to board attorney to create all contracts.

Chairman Taylor said the current transcriber fee schedule is fair given the amount of work required.

Commissioner Cobb agrees but wants it in a legally justifiable contract.

Commissioner Roberts asks if it is mandates that these items be put out to bid?

ED Hurt points out these are not new contracts. HUD requires re-bids every 3 years. It's the board's decision as to form and format on professional services contracts based on procurement

policies of the agency. These are generally under \$10,000. Over that amount, generally, have to seek bids. HUD will want to review if time extends past 3 years.

Commissioner Taylor says he wants transcriptions to be shorter. Commissioner Cobb understands but disagrees.

Commissioner Cobb makes motion to pay transcriber \$150 per meeting and \$250 per special meeting using the existing format for June 2012-13 and authorizing the attorney to prepare the contract. Second by Commissioner Leonard. Vote unanimous, 5-0.

#### **VIII. New Business**

##### **a. Draft of Executive Director Contract**

ED Hurt says the contract is for a part-time executive director, given the board's guidance, using the previous contract as a template. Significant changes: starts June 2012-13; part-time employee versus consultant; compensation in Schedule A changed; duties changed slightly—the ED will be responsible for supervising, selection and hiring of all staff. Other tasks remain the same.

Chairman Taylor discusses the City of Riviera Beach operational structure, which he likes—all the employees work for the City Manager. He wants the ED under the board's direction and the other staff not be under the ED.

ED Hurt points out they're not employees; they're contractors.

Discussion turns to point-by-point review of contract, including focus on hours of work per week and on which days.

Chairman Taylor asks if the \$3300 monthly salary includes taxes.

ED Hurt replies that the authority would be responsible for withholding federal, state and local taxes as he will become a W-4, part-time, at-will employee as opposed to a 1099 contractor.

Commissioner Roberts says he disagrees with the contract's severance package terms.

ED Hurt responds that he transitioned out of another job to take on this new role, which means if the board no longer wants his services, without cause, he should have some compensation for that.

Chairman Taylor asks if the \$3300 month is for 2 days per week. ED Hurt replies yes, adding that Commissioner Cobb's request for 2.5 days per week is negotiable and only refers to time spent in this office—not the other time he puts in.

Chairman Taylor asks if he wants to do 2.5 days, Hurt replies that his recommendation was for 2 days.



Commissioner Cobb makes motion to approve the ED's new contract terms and to direct the board attorney to create the contract. Second by Chairman Taylor. Vote unanimous, 4-0; Commissioner Leonard no longer on telephone. ED Hurt says he'll change contract terms according to board directive.

Commissioner Roberts asks about termination terms—he's concerned about the lump sum payment. He'd be more comfortable paying a monthly amount. Chairman Taylor points out that the ED will be gone. Commissioner Roberts replies it will be easier on the authority, financially, to space out the payments.

Commissioner Cobb amends motion to include termination terms to be paid out over 3 month period. Second by Chairman Taylor. Vote passes, 4-0. Commissioner Leonard no longer on phone.

**b. Executive Director Contact with Board Attorney**

ED Hurt says Chairman Taylor directed him not to have contact with Attorney Solomon except on legal matters. ED Hurt wants to know if that is a directive of the board.

Chairman Taylor says when the attorney comes in, there's a side show with people talking to the attorney. The attorney should only talk to the Chair and the Chair passes the information to the rest of the board. That's how it used to be done and he thinks that's a good idea.

ED Hurt says he just wants clarity from the board and doesn't want the decision to be unilateral.

Attorney Solomon points out there will be times when the attorney needs to talk to the ED so she cautions the board that neither she nor the ED needs to be hampered in performing their duties or by being prohibited from talking to each other.

Commissioner Roberts asks if Chairman Taylor wants to sever talking time between the ED and the attorney?

Vice Chair Thomas answers no. Attorney Solomon needs to be able to talk to either John Hurt or Mr. Taylor.

Commissioner Roberts: Any reason she'll have to speak to the transcriber?

Attorney Solomon: Most likely not. Most of the time we're preparing contracts or talking about some issues where business and legal intersect. If the board is asking us to minimize our socializing before board meetings, I can comply. But I caution the board that there are times we need to discuss business and law in order to do the work of the housing authority.

ED Hurt asks if conversations should be limited to authority matters? Yes, Chairman Taylor responds.

**c. Selection of Review Committee for RFQ**

**d. Revised Date for RFQ Approval**

ED Hurt says he hasn't completed the process so not prepared to bring any recommendations tonight re RFQ selection. The date has changed. His goal is to have the items brought back at the next regular meeting.

Chairman Taylor wants to talk about the selection process for the members of the committee.

ED Hurt replies that Commissioner Cobb has made recommendations for committee members. Chairman Taylor says the board should make the decisions and ED Hurt says there should be a 5-member selection committee.

Commissioner Leonard, who rejoined the meeting at an undetermined time via the telephone, asks if ED Hurt is ready for recommendations from the board.

Commissioner Cobb said ED Hurt needs to bring back protocols and procedures at the next regular meeting.

ED Hurt then talks briefly about process based on selection criteria.

**e. Renaming of Ivey Green complex**

Commissioner Roberts reads a prepared statement about the name, Shakur Park, he recommends to replace Ivey Green.

Vice Chair Thomas points out the development will not be a park.

Commissioner Leonard asks what the name means in Swahili. Commissioner Roberts replies 'grateful.'

Chairman Thomas said the board will take the request under advisement and put other names into consideration as well.

Commissioner Cobb makes motion to take the name under advisement. Second by Commissioner Roberts. Chairman Taylor wants to amend motion to add consideration of other names and then vote the choice when time is appropriate.

Commissioner Roberts says his request is to change the name during this 'down' period—before the redevelopment begins.

Vice Chair Thomas says Commissioner Roberts is putting the cart before the horse.

Commissioner Leonard says the board should allow local schoolchildren to offer names for the complex. Vice Chair Thomas agrees the community should be involved.

Commissioner Cobb amends his motion to accept Commissioner Leonard's suggestion. Still, he says, the name should stay as-is right now as it is in the RFQ and there's sentimental attachment to it.

Chairman Taylor launches into explanation of how the complex was named, and for whom.

Commissioner Roberts reiterates the name change will be temporary, until shovels are in the ground; it doesn't even have to be changed legally.

Chairman Taylor calls the question. Vote is unanimous, 5-0.

**f. Appraisal of Authority Property**

Vice Chair Thomas says the properties need updated appraisals because the housing market has changed.

Commissioner Cobb points out there's a lot involved to getting that done. ED Hurt points out there will be an appraisal done of the authority complex as part of the redevelopment.

The board agrees, by consensus, to take the item under advisement.

**g. Authority Organizational Chart**

Commissioner Cobb asks for the item to be on the next regular meeting agenda. Board agrees by consensus.

**h. Creation of 2 Staff Positions**

Commission Cobb asks for distinction between board attorney and a fee legal consultant working solely on the redevelopment process. He asks Attorney Solomon if she is sitting as the City's planning and zoning board attorney. Attorney Solomon responds no, but she sometimes sits when the new assistant city attorney isn't there.

Commissioner Leonard says he wants to add to the agenda a request for the board to buy a table at the Black Educators Caucus scholarship breakfast.

Chairman Taylor explains the board made the donation last year.

Vice Chair Thomas says to bring the item back for discussion at the next regular board meeting.

Commissioner Leonard left the meeting via telephone at 9:28 p.m.

**XI. Executive Director's Report**

**a. Leasing the 29<sup>th</sup> Street Property**

Deputy Director Jackson says Andrew Pinkney signed a lease agreement with a move-in date of May 1.

Chairman Taylor says the house needs repairs. Both he and Commissioner Cobb said they inspected the house. Discussion begins on condition of the house and work that needs to be done, with Chair Taylor saying the house probably won't be ready for May 1.

Commissioner Cobb requests to see a rental policy per HUD guidelines.

Discussion ensues about the challenges of renting in this difficult market.



Commissioner Cobb says there'll be a protest about the renting of this property because the authority didn't follow procedures. Commissioner Roberts asks who is going to protest what exactly.

Vice Chair Thomas asks if anybody else applied to rent the house. It has to be documented when a house is rented and for what amount.

Commissioner Cobb requests to see each file on each NSP property.

#### **b. Palm Beach County Ethics Committee Meeting**

ED Hurt says he had a meeting with an investigator from the PBC Commission on Ethics, who told him that board members must attend a compulsory ethics workshop. It is required because the board is governed under the City of Riviera Beach and the City is, like every other municipality in the county, under the ethics commission's purview. Once the board members attend the workshop they will be certified.

Each member then decides when they will take the training, live or via online.

Chairman Taylor then points out he talked to the investigator and was asked why he got reimbursement for \$950 via a check written by Ms. Jackson. The check was 3 months old. He says he paid more than \$1200 for people to do cleaning on 3 different houses. Then he says he went into the hospital and that \$1200 was still outstanding when he got out. The RBHA owed him money so it gave it to him upon his return.

Commissioner Cobb asks if this was an individual inquiry between Chairman Taylor and the ethics commission. Yes, Chairman Taylor responds.

Commissioner Cobb points out the necessity of taking the ethics workshop when dealing with public money.

Chairman Taylor accuses DD Jackson of calling in the commission. She replies the commission investigator called her and asked for specific information.

Commissioner Cobb says he doesn't want to discuss any matter between an individual commissioner and the ethics commission.

ED Hurt then asks if board members for permission to attend an executive directors' training in Daytona Beach. He will pay his own travel and lodging with the board paying for the registration fee.

Commissioner Cobb makes motion to allow the training. Second by Chairman Taylor. Vote unanimous, 4-0.

Commissioner Roberts asks what happened to the Latraycia Hayes issue; it was supposed to be on this agenda.

Commissioner Cobb makes motion to put the item on the next regular agenda. Second by Commissioner Roberts. Vote unanimous, 4-0.

Vice Chair Thomas makes motion to adjourn. Second by Commissioner Cobb. Vote unanimous, 4-0.

Meeting adjourns at 9:48 p.m.

Next meeting scheduled for Tuesday, May 8, 2012.

**The following pages are documents provided by Respondent at Probable Cause hearing 08/02/12.**



Riviera Beach Housing Authority copy of check dated January 20, 2012 for payment of services at 194 E. 30<sup>th</sup> Street, 199 E. 29<sup>th</sup> Court, 167 E. 23<sup>rd</sup> Street, 1042 Centerstone Lane, all in Riviera Beach, in the amount of \$950.

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Please be advised I made two disbursements in September.

- One disbursement made by me was in cash in the amount of \$950 for cleaning the four NSP-1 houses owned by the RBHA. This was a service paid out by me in an effort to get reimbursed by the Authority. I paid the cleaning woman, La'chantyne Barnes, \$300 in cash, in \$75-per-house increments.
- Another disbursement of \$650 was paid to Carlton Darville for spraying in the attics and for spraying the perimeters of the four houses. This was also a cash payment.

Even though I paid out more money than I am claiming, I needed to recoup some of my money as I had been seriously ill and hospitalized.

During the period September 18 through November 18, I was unable to do any activity—or actually, to even breath — therefore I only remembered my funds in January 2012. I lost 50 percent of my memory as a result of the illness.

Contrary to any statement, I had \$1,000 cash in my pocket to use for payment. (I had collected the \$1,000 cash as rent payment to me. Be advised that I own mortgage-free rental property that I have available. This is true. No documents needed.

- I never stated at any time that I was in charge of NSP-1 homes; another commissioner dropped his duties as a RBHA commissioner in 2011 and assumed part-time duties of executive director to get all projects done under his direction.
- Current Executive Director John Hurt never objected to reimbursing the \$950 due to me from September; neither did former Deputy Director Sharon Jackson. Neither disagreed; indeed, Mr. Hurt and Commissioner Delvin Thomas insisted I be reimbursed.
- Inspector Bannon said he left several messages for me to call him in late April or early May 2012. This may or may not be true. I didn't receive any message until I called him. I tried to call Inspector Bannon on May 5, however I could not get through to him. A telephone number to Mark Bannon listed in Lake Worth was a private call. I then called him at 8:05 a.m. on Monday, May 7, 2012. Saturday morning, May 5, 2012, Mr. Hurt called me and said Inspector Bannon was trying to call me. That's when I tried calling him, to no avail.

Please note that I am unaware of me trying to retrieve messages. If I am not in when the phone rings, I do not get my messages. This arrangement was set up by my wife for health reasons. She knows how to get messages for me and gives them to me when she is not busy. She has a cell number and a business number. I don't have a cell number.

- Michael Wells, a licensed plumber, does know me, contrary to his statement according to Inspector Bannon. I was advised by Mr. Hurt to send him a copy of a statement documenting

\$1,000 in a payment. I had Mr. Wells to make a statement to the RBHA with his tax number and social security number attached as he or his son had done numerous services for the RBHA.

- A check for \$1,000 was made to Carlton Darville for services at 2014 W. 17<sup>th</sup> Court. He cashed the check for services rendered for \$500. He tendered \$500 cash to me to pay the lawn maintenance guy, who is known to me only as 'Slim.' There is no receipt for money paid to 'Slim.' I paid him cash and he did the work. Seeing that this is undocumented, I write this office as non-payment.
- I advised Inspector Bannon that the 'exterminator' is not licensed. This is true. No exterminator is licensed unless he dispenses poisonous materials. The materials I used for extermination is non-poisonous; it is Boric Acid. Enclosed is a copy of the label. You may call the company for verification. Remember, I have rental property.
- I am appalled that Inspector Bannon does not recall any information I shared with him. Seeing that none of the issues were gleaned from a 'credible' source during my four years and two months serving the City, this one should be of paramount importance.

The RBHA was awarded close to \$900,000 from HUD to help finance our \$30 million major housing redevelopment project on the 15.5 acres formerly known as Ivey-Greene. As the chairman of the RBHA board, I am the authorization of HUD's funds disbursed to the City for HUD's accounts. Since I am such, I am the sole member responsible for signing any documents for any HUD payments to the City from August 1, 2011, to present. This includes the \$25,000 to pay staff for approximately six months in December and currently \$900,000. I am sorry that you failed to mention this (page 6) to the board.

## Inaccurate Statements by Investigator

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- Inspector Bannon asked both Mr. Darville and Commissioner Art Cobb where I get \$950 from. They were/are unaware of my personal finances –just as I am unaware of theirs and Inspector Bannon's. I shared with him that I have mortgage-free apartment rentals. FACT!
- Inspector Bannon stated that Mr. Darville possibly "had done work at my home." FALSE! Mr. Darville has never worked at my home.
- Inspector Bannon estimates that I was ill for 45 days. FALSE! I was seriously ill for 60 days. (Actually, 62; I got sick on September 14. I was released on September 15; then re-hospitalized on September 18 through November 18. I was released at 6:15 on November 18, 2011).
- Inspector Bannon asked what I did for a living. I co-operated with him. I said that I had an indeterminate account for income (miscellaneous income). Actually, my monthly income is for disability. I have stated from our first meeting, at the RBHA office, that I have mortgage-free income from apartment rental(s). This income is earned from apartments in our legal name(s) since 2005. (All Inspector Bannon had to ask me is the name of the property that we own. Based on his asking two people who don't know the answer, I refused to answer. This information is not part of THIS or ANY investigation!)

These are the facts:

During August-September, I loaned myself close to \$2,000 to prepare the authority for a major grand opening. RBHA had four rental houses repaired and was not billed by me.

1. Bathtubs at 190 E. 30<sup>th</sup> Street. Cleaned/scrubbed, cleared outside of entire house, replaced items in outside garage, cleaned yard throughout. (\$300)
2. 194 E. 29<sup>th</sup> Street. Cleaned outside of yard and scrubbed around the inside of house, cleaned new carport area, cleaned driveway area and porch. (\$200)
3. Cut and raked 190 E. 30<sup>th</sup> Street, 194 E. 29<sup>th</sup> Street and 167 W. 23<sup>rd</sup> Street, prior to September 7, 2011. (\$300)

At this point, I was extremely sick until January 2012. I did not request a reimbursement until January because from September through December, I was totally sick. My memory was "bad" with only 50 percent remembrance. This was the reason that I asked for my reimbursement at this time. I didn't even remember.

This answers the question "why did Commissioner Taylor wait so long to ask for reimbursement?" I was 98 percent dead!



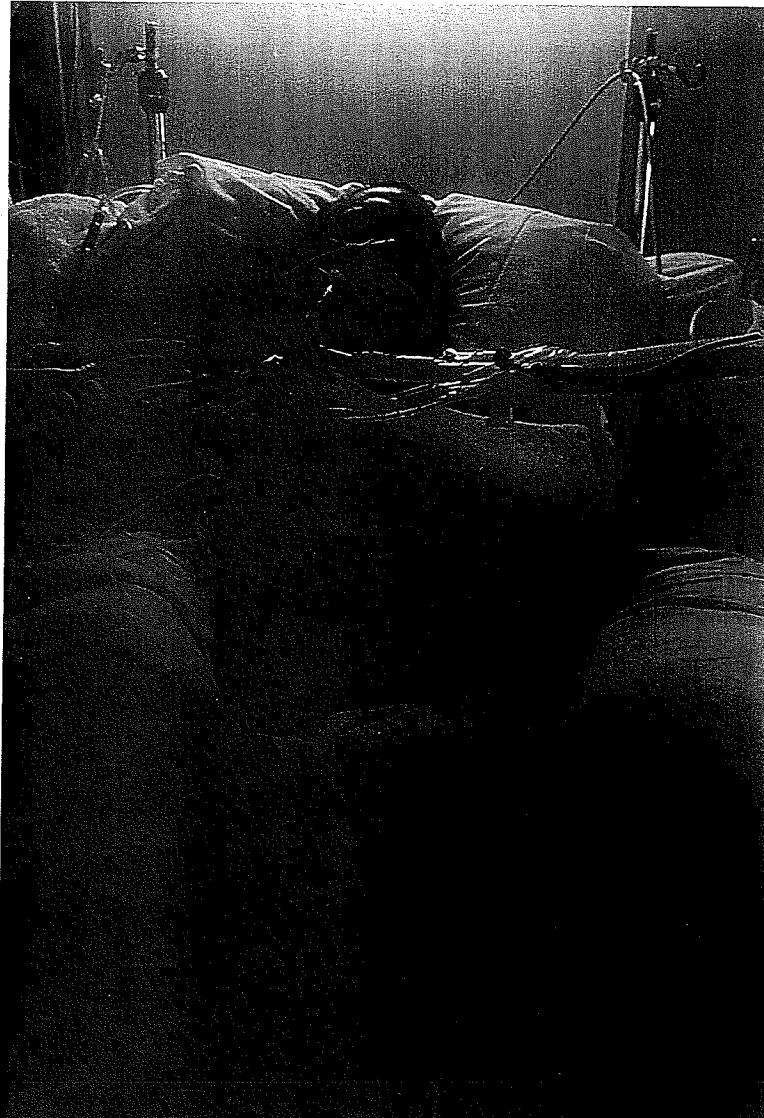
**J. Jerome Taylor**

Health Service(s)

September 15-16 and September 18 through November 18, 2011

---

- RENAL FAILURE
- RESPIRATORY FAILURE
- CARDIAC ARREST
- STROKE
- BLOCK STOPS CIRCULATING IN BRAIN
- LUNG COLLAPSE
- UNCONTROLLED PNEUMONIA
- LOSS OF USE OF RIGHT SIDE, E.G. LEG AND ARM, WHILE SEDATED FOR 60 TO 90 DAYS



**PROPOSAL FROM:**

**MIKE WELLS PLUMBING**

**RIVIERA BEACH HOUSING  
AUTHORITY**

**2014 WEST 17<sup>TH</sup> COURT**

**RIVIERA BEACH, FL 33404**

---

COMPANY THAT  
DEMOLISHED SENIOR  
CITIZEN'S BLDG WAS  
Negligent.

~~They~~ When cutting  
the water line before  
demolition, they installed  
8 in PVC cap which was  
NOT glued properly. AS a  
result, water pressure  
dislodged the cap causing  
leak at (in valve)

## **DESCRIPTION OF WORK:**

### **LEAK DETECTIVE AND REPAIR (IVORY GREEN)**

- **CUT LAWN 3 FEET INWARD TO ATTEMPT TO CIRCUMFERENCE**
- **SCANNED 19 ACRES FOR LOCATION OF LEAK**
- **LEAKED WAS FOUND ON THE WEST OF THE 19 ACRES (FORMER LOCATION OF SENIOR CITIZEN COMPOUND)**
- **USE OF A TRACK HOE TO DIG MORE THAN 8 FEET DEEP. USED TRACK HOE TO LIFT CONCRETE SLAB FROM WATER LINE.**
- **REPLACE 8 INCH PVC CAP WITH A STEEL MECHCANIC CAP**

## **RECOMMENDATION/ ANALYSIS:**

- **REPAIR OR REPLACE MAIN VALVE ON SHUT OFF.**

**TOTAL COST \$5000.00**


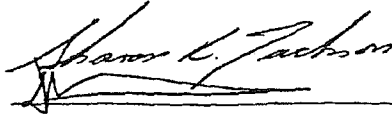
**FIRST PAYMENT \$2500.00 UPON LEAK DETECTION**

**FINAL PAYMENT \$2500.00 UPON REPAIR OF WATER PIPE**



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[Close Window](#)

This is the front of your check

 <b>Riviera Beach Housing Authority Inc</b> 2014 W 17th Ct Riviera Beach, FL 33404-5002		1089 <small>83-1482 570 117</small>
DATE <u>09.17.11</u>		
PAY TO THE ORDER OF <u>R. Wells Plumbing</u>	\$ <u>2,500.00</u>	
<u>Two Thousand Five Hundred &amp; No/100</u>		DOLLARS
<b>TD Bank</b> <small>America's Most Convenient Bank</small>		
FOR <u>2014 W 17th Ct. Water</u> <u>Leak Detection &amp; Repair</u> <u>Local Pay</u>		
MICR LINE: ⑈001089⑈ ⑈027014822⑈ 4259612533⑈		


This is the back of your check

WELLS FARGO BANK, NA, N.A.  
 28136979 89829 PKT 44  
 ⑈0510-0001-9⑈  
 0770857805

*Michael Lucelle*

To print this page [Click Here](#).  
[Close Window](#)

This is the front of your check

 <b>Riviera Beach Housing Authority Inc</b> 2014 W 17th Ct Riviera Beach, FL 33404-5002		1088 <small>62-1482570 117</small>
PAY TO THE ORDER OF <u>Mike Wells Plumbing</u>		DATE <u>09-17-11</u>
<u>Two Thousand Four Hundred Two</u>		\$ <u>2,500.00</u> DOLLARS
<b>TD Bank</b> <small>America's Most Convenient Bank</small>		<u>Sharon L. Jackson</u>
FOR <u>2014 W 17th Ct</u> <u>Water Leak Detection Repair</u> <u>Let Pay</u>		MICR LINE: ⑈001088⑈ ⑈061014822⑈ 4259612533⑈

This is the back of your check

U.S. FARGO BANK INC  
 20110919 150023 PKT 04  
 ⑈0510-0001-9⑈  
 0770857865

*Michael Wells*

18

**La'chantyne Barnes**  
910 34<sup>th</sup> Street  
West Palm Beach, FL 33407  
561-215-1850

## **INVOICE**

**To: Riviera Beach Housing Authority**  
2014 West 17<sup>th</sup> Court  
Riviera Beach, FL 33404  
561-845-7450  
ATTN: J. Jerome Taylor

**Date: September 8, 2011**

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### **Services**

**Cleaning services at the following addresses:**

167 E. 23<sup>rd</sup> Street, Riviera Beach.....\$75  
199 E. 29<sup>th</sup> Street, Riviera Beach.....\$75  
194 E. 30<sup>th</sup> Street, Riviera Beach.....\$75  
1024 Centerstone Lane, Riviera Beach.....\$75

**PAYMENT DUE WHEN WORK IS FINISHED**



# Boric Acid

Odorless,  
non-poisonous,  
long-lasting powder

17



## • LONG-LASTING POWDER

### USE IN

- |                  |                 |
|------------------|-----------------|
| * Homes          | * Nursing Homes |
| * Restaurants    | * Ships         |
| * Grocery Stores | * Yachts        |
| * Schools        | * Buses         |
| * Warehouses     | * Kennels       |
| * Mobile Homes   | * Zoos          |
| * Hotels         | * New Building  |
| * Offices        | * Construction  |
| * Apartments     | * Sewers        |
| * Attics         | * Hospitals     |

Kills: Cockroaches, Palmettobugs,  
Waterbugs, Ants, Silverfish, and Termites

# BORiD®

with BORIC ACID

ACTIVE INGREDIENT:  
Orthoboric Acid ..... 99.0%  
INERT INGREDIENTS ..... 1.0%  
100.0%

## • ODORLESS

This product is a nonflammable, stainless, odorless powder that will control cockroach infestations in homes and other buildings.

This product is a long-lasting powder which is effective as long as it is in place and kept dry.

Product is filled by weight and may settle in shipping.

KEEP OUT OF REACH OF CHILDREN

**CAUTION**

SEE SIDE PANEL FOR ADDITIONAL PRECAUTIONS

### PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS & DOMESTIC ANIMALS CAUTION

HARMFUL IF SWALLOWED. MAY CAUSE EYE IRRITATION. AVOID EYE CONTACT. WASH THOROUGHLY AFTER HANDLING.

### STATEMENT OF PRACTICAL TREATMENT

Immediately contact physician or Poison Control Center if swallowed. If eye contact occurs, flush eyes with plenty of water. Get medical attention if irritation persists.

### DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

### DOMESTIC APPLICATION

**COCKROACHES, PALMETTOBUGS, WATERBUGS, ANTS, AND SILVERFISH:** No powder should be visible in living areas after application. Any powder visible after application must be brushed into cracks and crevices or removed. Apply only in areas inaccessible to children and pets. Avoid contamination of feed and foodstuffs. Do not use in serving areas when food is exposed. Do not use in edible product areas. Apply approximately 1 pound for every 1000 square feet of living space.

Apply this product liberally in areas where cockroaches hide or nest; under and behind appliances; in plumbing voids accessible through holes, around plumbing and drains; in void areas under kitchen and bathroom cabinets (Note: Many cabinets have a gap at the top of the kickplate which offers easy access. If not, drill a small hole at the top of the kickplate.); in drawer wells of cabinets; in cracks around windows, doors, baseplates, fixtures and cabinets; in utility rooms, under and behind hot water heaters, washers and dryers. Be sure to dust plumbing voids; in attics, around the perimeter and vent pipes, above kitchens and baths; around the perimeter of dropped ceilings; into pits of elevator shafts, dumbwaiters and trash chutes; under and behind pallets and boxes in storerooms.

### STORAGE & DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

**STORAGE:** Store in original container away from food and feedstuffs. Keep products in a locked storage area.

**DISPOSAL:** Do not reuse this container. Wrap and place in trash collector.

### DIRECTIONS FOR USE

#### WITHIN FOOD AREAS AND NON-FOOD AREAS OF FOOD HANDLING ESTABLISHMENTS

**FOOD HANDLING ESTABLISHMENTS:** Places other than private residences in which exposed food is held, processed, prepared or served.

Care should be taken to avoid depositing the product onto surfaces which are exposed or introducing the material into the air. Avoid contamination of food or food processing surfaces. APPLICATIONS OF THIS PRODUCT IN THE FOOD AREA OF FOOD HANDLING ESTABLISHMENTS OTHER THAN AS A CRACK AND CREVICE TREATMENT ARE NOT PERMITTED.

Apply in small amounts directly into cracks and crevices using a bellows duster or other suitable equipment capable of applying insecticide directly. Includes areas for receiving, storage, packing (canning, bottling, wrapping, boxing), preparing, edible waste storage and enclosed processing systems (mills, dairies, edible oils, syrups). Serving areas, when food is exposed and facility is in operation, also would be considered a food area.

**NON-FOOD AREAS:** Includes garbage rooms, lavatories, floor drains (to sewer entries and vestibules), offices, locker rooms, machine rooms, boiler rooms, garages, mop closets and storage (after canning or bottling). Apply to baseboard areas, around water pipes, surfaces behind and beneath sinks, lockers, tables, pallets and similar areas where insects hide or through which they may enter.

**SEWER TREATMENT:** Apply this product at a rate not to exceed 8 lbs. per 3000 square feet using portable blowers or air pressure tanks.

**PRETREATMENT OF NEW CONSTRUCTION:** Apply powder to baseplates and plumbing voids at the rate of 4 lbs per 1000 square feet. In attics, apply powder around perimeter of attics and around vent stacks at the rate of 4 lbs per 1000 square feet.

**CARPENTER ANTS:** Locate source of infestation. Using powder duster, inject powder for 3-5 seconds into insect tunnels and cavities.

**TERMITES:** Spot treatment for localized infestations, probe to locate galleries. Drill  $\frac{1}{8}$  inch holes into infested wood at 1 foot intervals. Using a bellows or power duster, inject this product for 3-5 seconds into insect galleries and cavities. For hollow block foundation walls, drill  $\frac{1}{8}$  inch holes into the masonry at 1 foot intervals. Using a bellows or power duster, inject this product for 3-5 seconds into the cavities.

EPA Reg. No. 9444-129

EPA Est. No. 9444-LA-1

Authorized for use under USDA Inspection & Grading Programs.

Manufactured by  
**WATERBURY  
COMPANIES, INC.**  
P. O. Box 1812  
Waterbury, CT 06722  
Made in USA



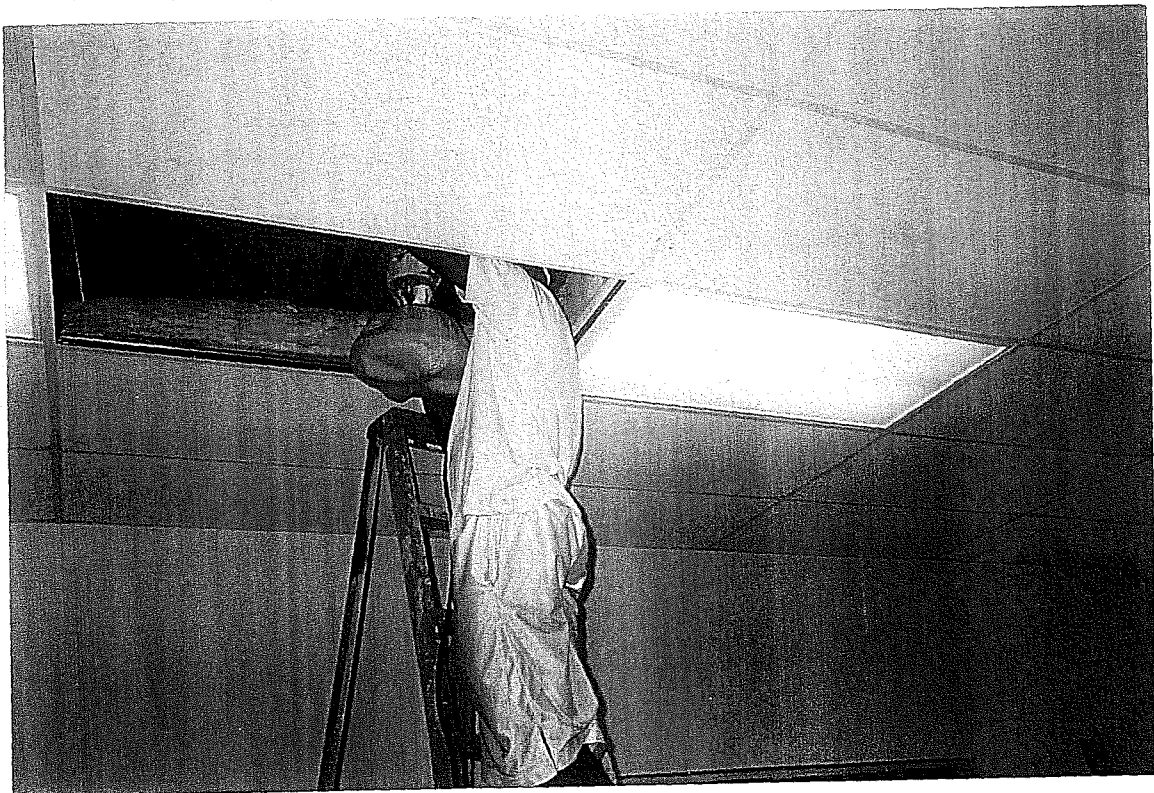
# NET WEIGHT 25 lbs/11.3 kg

Mr. Darville climbed to the top of 20 ft  
ceiling to spray borie acid.

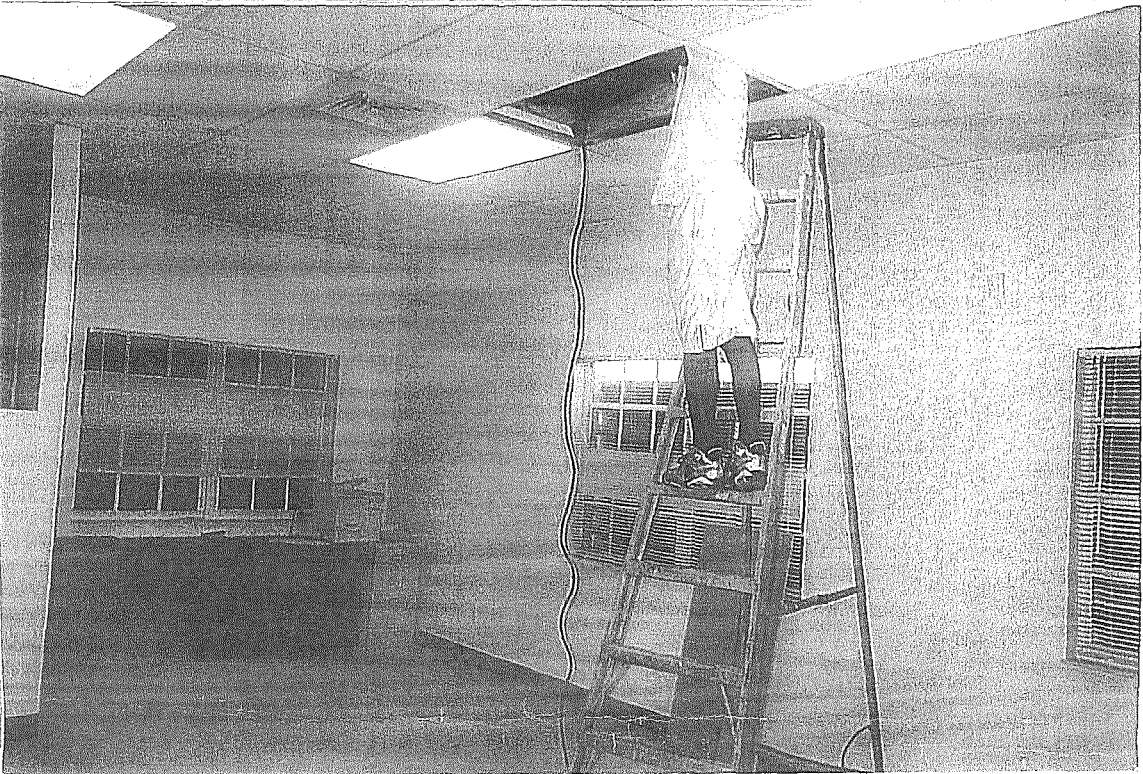
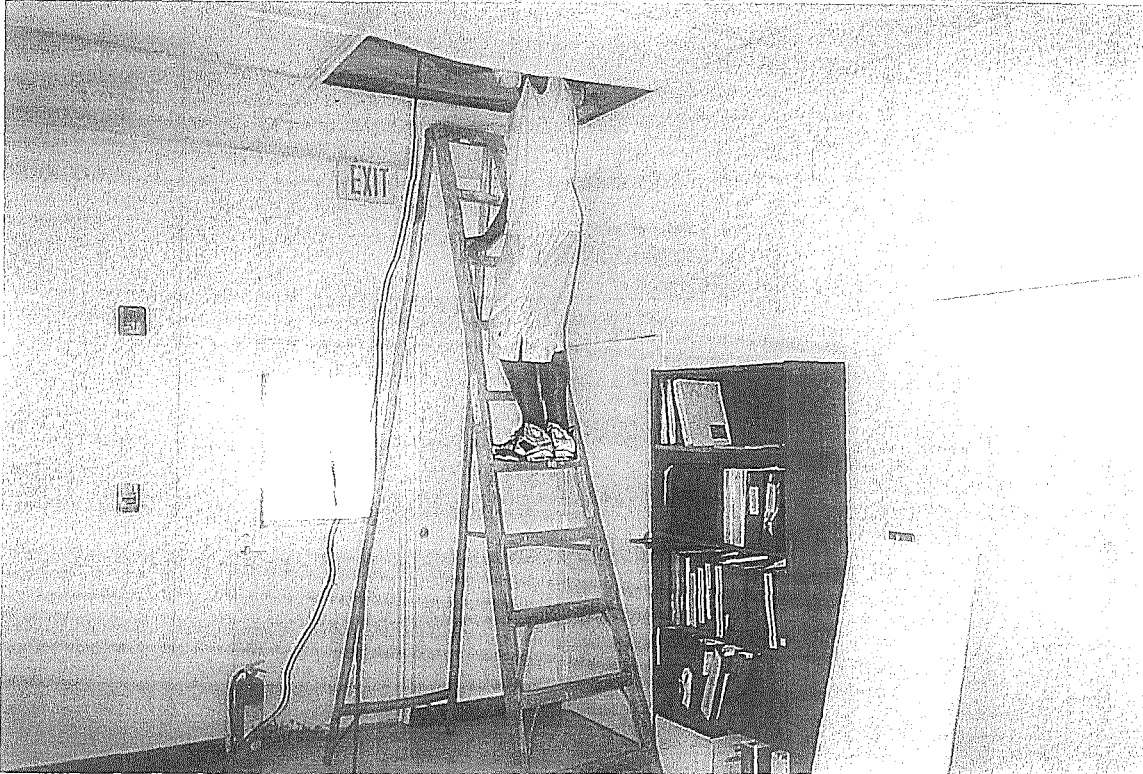
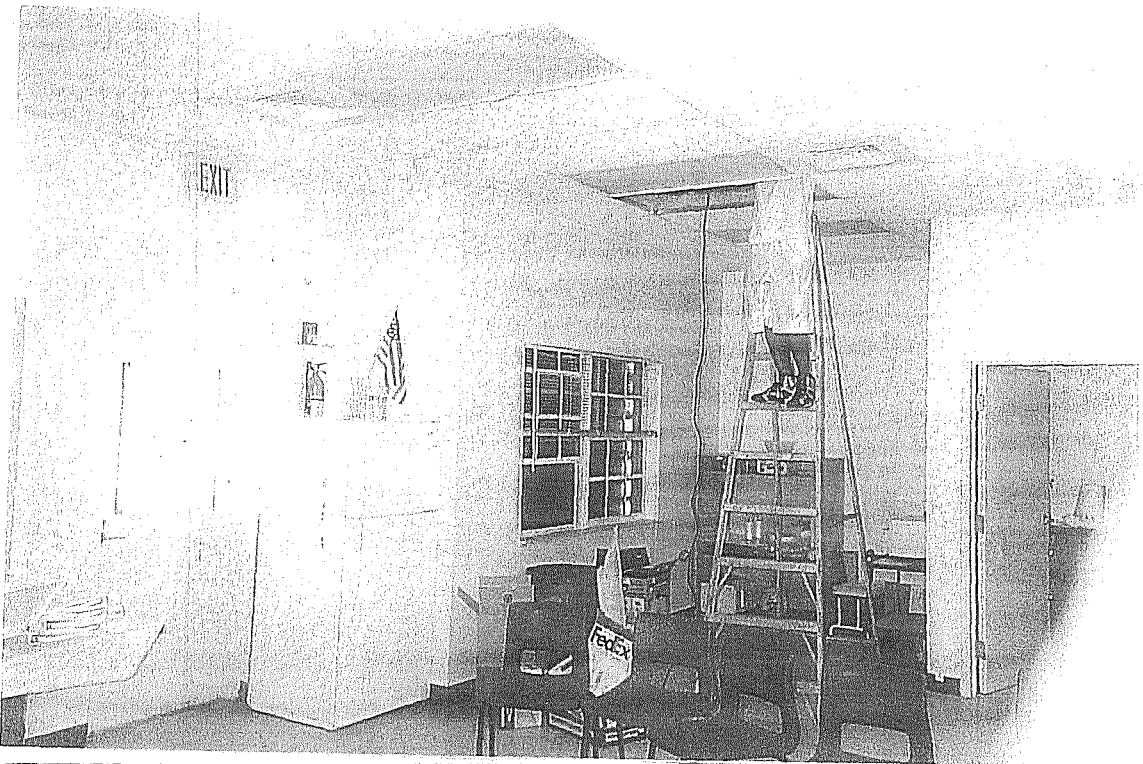
NO POISON WAS USED. NO ONE WAS LICENCED  
TO DO SO. (LABEL FOR INFO INCLUDED)



NOTE: MR. DARVILLE USED PROTECTIVE GEAR, AND  
A SPRAY MACHINE.







2  
Mr. DAVILLE CLIMBED UP 20 FEET, UPSTAIR WAY AND  
DELIVERED BORIC, NON-POISONOUS ACID THRU  
SPRAY MACHINE. (LABEL INCLUDED)

Lawn  
guy cut  
lawn in  
back of house  
to this point



Weeds were  
pulled & cut  
in this area.



Yard was cut  
in this area

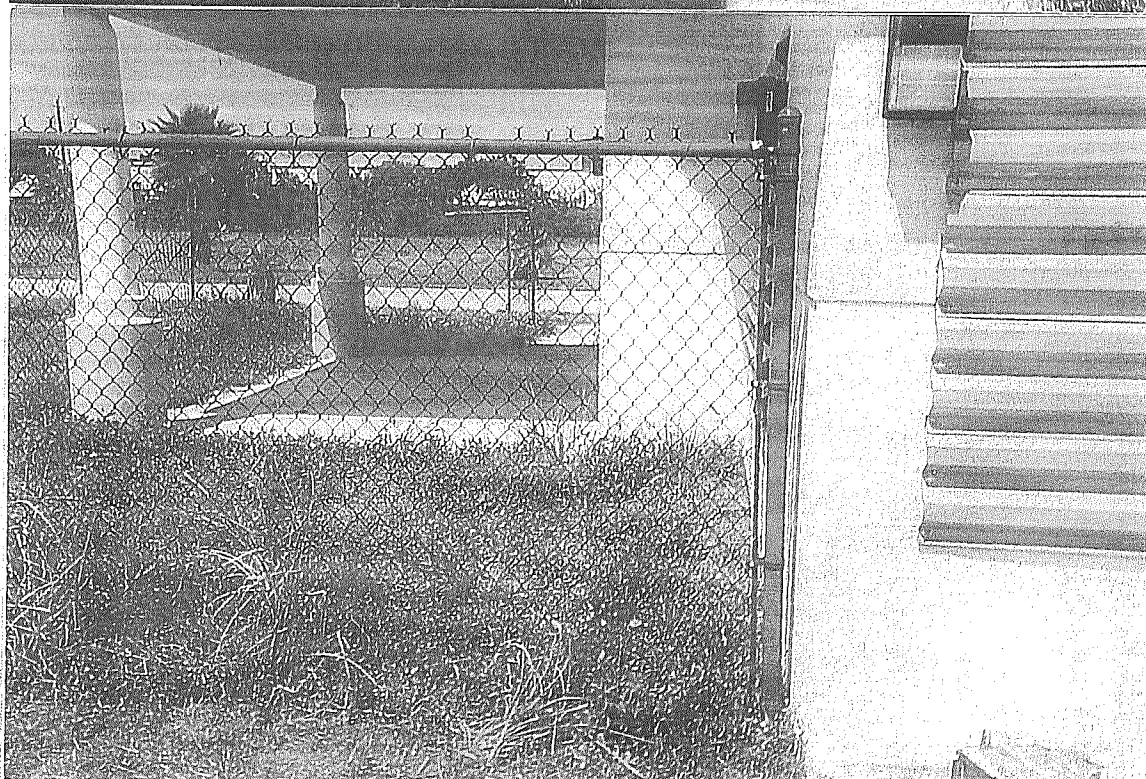


cut to  
this point  
K  
(25 yds)  
From house  
pole





WEEDS  
WERE C  
AND OVERDR  
WAS DON



↖ Weeds grew  
in front of  
building  
of

in the  
paved lot



15



**End of documents provided by Respondent at Probable Cause hearing  
08/02/12.**