



# 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: Derrick McCray  
 Address: 1521 45th Street  
 City: Mangonia Park Zip: 33407  
 Home #: \_\_\_\_\_ Work #: (561) 255-0223 Cell #: (561) 420-7089

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

Name: Councilwoman Addie Green  
 Address: 1755 E. Tiffany Drive  
 City: Mangonia Park Zip: 33407  
 Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
 Title/Office Held or Sought: Mangonia Park City Councilwoman Seat #4

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

- Allegation is against person in County Government  
 Allegation is about County: Whistleblower Retaliation

### 4. STATEMENT OF FACTS BASED ON YOUR PERSONAL KNOWLEDGE

In a separate attachment, please describe in detail the facts and actions that are the basis of your complaint, including the dates when the actions occurred. Also attach any relevant documents as well as names and contact information of persons who may be witnesses to the actions. If known, indicate the section of the ordinance you believe is being violated. For further instructions, see page 2 of this form.

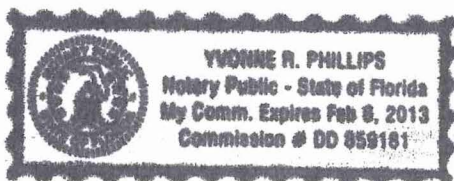
### 5. OATH

I, the person bringing this complaint, do depose on oath or affirmation and say that the facts set forth in the foregoing complaint and attachments are true and correct, to the best of my knowledge and belief.

[Signature]  
 Signature of Person Making Complaint

STATE OF FLORIDA  
 COUNTY OF Palm Beach  
 Sworn to (or affirmed) and subscribed before me this 31<sup>st</sup> day of May, 2012 by Derrick McCray

(Name of Person Making Statement)  
 who is personally known to me  or produced identification \_\_\_\_\_. Type of identification produced:



[Signature]  
 (Signature of Notary Public, State of Florida)

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

To Whom it may Concern:

My name is Derrick McCray, Owner of McCray's Backyard BBQ located at 1521 45<sup>th</sup> Street, Mangonia Park, FL. I would like to report unethical behavior on behalf of Ms. Addie Greene, Town Councilwoman for the Town of Mangonia Park.

In April 2012, I discovered through my conversation with several Town of Mangonia Park Water Department employees, that Ms. Greene forced Ms. Lee Leffingwell, Town Manager to adjust the late charges on her water bill. I was told by Ms. Sherri Albury, Town Clerk, that Ms. Greene made a big scene regarding the changes to her water bill. Ms. Katrina Martin was responsible for making the adjustments to Ms. Greene's water bill and was very upset with Ms. Leffingwell for authorizing the adjustment because it is not the normal policy of the Town to adjust citizens late fee's on their water bill.

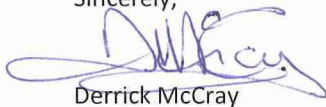
After discovering this information, I made a public records request in order to verify the information I was told by Ms. Albury and Ms. Martin. On April 25, 2012, I was provided with a copy of Ms. Green's water bill which reflected two separate late fee adjustments. The first adjustment was made on January 3, 2012 in the amount of \$50.00 and the second adjustment was made on February 3, 2012 in the amount of \$25.00, for a total of \$75.00.

I also discovered on January 22, 2012, Ms. Greene had some plumbing work done at her home by a private plumber. While performing work on Ms. Greene's home, the plumber damaged a water pipe. Ms. Greene contacted Ms. Leffingwell and made her dispatch a plumber (Speedy Rooter, Inc) to her home to repair the damage done by her plumber. The Town was billed \$1,288.00 to repair the damage caused by Ms. Greene's plumber. I was told by Ms. Albury that the Town billed Ms. Greene for the repairs at her home, however, she refused to pay. It is my understanding from speaking with other Town employees that Ms. Greene has yet to reimburse the Town. I obtained a copy of the bill for the plumbing work completed at Ms. Greene's home through a public records request.

Ms. Greene also destroyed Town property during an unauthorized visit to Town Hall. Ms. Greene was upset because she could not access the air conditioning temperature control and maliciously ripped the lock box from the wall. The Town repaired the damages caused by Ms. Greene's actions. Ms. Greene was asked by the Town pay for the damages she caused and once again she refused to pay. I have attached a copy of the bill for these repairs for the record.

Ms. Greene continues to use her position for personal gain at the cost of the taxpayers. I do not feel that Ms. Greene should be allowed to continue to use the Town and its residents for her personal benefit. I am an active member of my community and a tax paying citizen and I feel that Ms. Greene's actions must be dealt with. Ms. Greene has a history of using her position to get what she wants. This behavior has to stop.

Sincerely,



Derrick McCray

**Witnesses:**

Ms. Sherry Albury-561-848-1235-W, 561-561-308-7396-C

Ms. Katrina Martin-561-848-1235-W

Ms. Krista (LNU)-561-848-1235

Ms. Lee Leffingwell-561-848-1235

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

To: Alan Johnson, Executive Director  
From: James A. Poag, Investigator  
Re: C12-004– Respondent, Addie Greene–Town of Mangonia Park

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- **Background**

This matter came to the attention of the Commission on Ethics' staff via a sworn complaint signed on May 31, 2012 by Derrick McCray (Complainant). Attached to the sworn complaint form was a letter (Complainant's Statement) and the following documents all submitted to file:

1. Town of Mangonia Park-Water Utility Department Individual Account statement for Addie Greene
2. Speedy Rooter Invoice #9247
3. Environmental Solutions Invoice #12947

Respondent listed under this Complaint is Addie Greene. Ms. Greene is a Councilwoman for the Town of Mangonia Park (the Town). All employees and officials of the Town are under the jurisdiction of the Commission on Ethics as of June 1, 2011.

The Complaint alleges that Respondent used her official position to "force" or otherwise cause adjustments to be made to late fees assessed to her water bill in a manner that was not available to other water utility customers in the Town. Documents provided by Complainant show on January 3, 2012, Respondent received a \$25 adjustment to her water bill, and on February 3, 2012, Respondent received an additional \$50 adjustment to her water bill for late charges assessed by the Town. The documents show that the adjustments were authorized by TM (Town Manager), LL (Lee Leffingwell), and entered by KM (Katrina Martin).

The Complaint also alleges that on January 22, 2012, Respondent had plumbing work performed at her home by a private plumber, and while performing work at the home of Respondent, the plumber damaged a water pipe. Respondent contacted Leffingwell, to send someone to her home to repair the damage. Speedy Rooter Inc. (Speedy Rooter) Invoice #9247 shows that the Town was billed \$1,288 for repairs completed at the home of the Respondent. Complaint stated that McCray was told by a Sherry Albury, Town Clerk, that Respondent was billed for the repairs performed at her home by Speedy Rooter; however, Complainant alleges she refused to pay this bill.

Additionally, the complaint alleges that Respondent damaged Town property during an unauthorized visit to Town Hall. Respondent was upset because she could not access the air conditioning temperature control so she removed the lock box from the wall. Environmental Solutions Invoice #12947 shows that the Town was billed \$102 for the alleged damages caused by the Respondent. The Complainant claims that the Town asked the Respondent to pay for the alleged damages, however she refused.

The Complaint alleges that the Respondent continues to use her position for personal gain at the cost of the taxpayers in violation of Section 2-443(a) *Misuse of public office or employment* and (b) *Corrupt misuse of official position* of the Palm Beach County Code of Ethics (the Code).

- **Inquiry**

On June 4, 2012, Senior Investigator Mark Bannon and I met with Complainant to discuss the allegations raised in his complaint. Following this meeting, the Complaint was assigned to this investigator for follow-up action. After reviewing the Complainant's Statement, I determined that I would need to conduct interviews with several personnel from the Town regarding the allegations contained in the Complaint. I conducted a thorough review of documentary evidence submitted by the Complainant.

A review of the documentation submitted by the Complainant revealed that the late fees assessed to the Respondent's water bill account were adjusted on two separate occasions. A note to the account indicated that the adjustments were entered by KM (later identified as Katrina Martin, Deputy Town Clerk) per LL (later identified

as Lee Leffingwell, Town Manager. The initial adjustment occurred on January 2, 2012 in the amount of \$25, the second adjustment in the amount of \$50 occurred on February 3, 2012. The adjustments made to the Respondent's water bill account total \$75.

Also submitted with the complaint was an invoice from Speedy Rooter dated January 22, 2012, in the amount of \$1,280 addressed to the Town. The description of the work listed on the invoice indicates that there was an emergency response to a water main break next to the home of the Respondent. In addition, an invoice from Environmental Solutions dated December 7, 2011, in the amount of \$102 was submitted with the Complaint.

On June 12, 2012, I went to the Town to conduct witness interviews and to obtain relevant documents from Town records. During the interviews with Town employees I was advised that the Town had adopted an ordinance and resolution that established water and wastewater fees, billing procedures, late fees and penalties. A copy of this ordinance from the Florida Code of Ordinances for the Town of Mangonia Park, Chapter 26 Article III: Water and Waste Water Rates and Charges; Billing Procedures are relevant to this inquiry, and is listed in this memorandum:

<p><b>Sec. 26-76. - Water and wastewater rates and charges established.</b></p> <p>(a) The town shall, by resolution, establish reasonable rates to be charged the consumers of the water and wastewater service. Reasonable classifications of consumers may be established so long as the classifications are not arbitrary or discriminatory and so long as the rates apply similarly to all within a class under like conditions. Service provided to consumers outside the town corporate boundaries shall be charged a surcharge in accordance with Chapter 180, Florida Statutes.</p> <p>(b) The water rates and charges in the town, as well as the wastewater rates and charges in the town, shall be established and amended, as necessary from time to time, by resolution of the town council. In addition to water and wastewater rates and charges, this service charge resolution shall also include related fees and charges such as fees to turn water service on and off; minimum charge for residential and commercial ERC's; rates for new and/or additional installation; deposit amounts for new service; surcharge deposit for delinquent customers; amount charged for late fees; plant capacity charges; etc.</p> <p>(c) All rates established by the fees and charges resolution shall be adjusted on an annual basis by an amount equal to fifty (50) percent of the all-urban consumer price index (CPI). The index as of May shall be the basis for the annual adjustment, which shall be effective October 1 of each year. The maximum CPI increase shall be limited to ten (10) percent.</p> <p><i>(Ord. No. 99-3, § 3, 3-16-99)</i></p>
<p><b>Sec. 26-79. - Billing dates.</b></p> <p>(a) The town reserves the right to render utility bills at such times and with such frequency as best meets its requirements, and to vary these dates and frequencies with different patrons, in accordance with the amounts of their bills or for other reasons.</p> <p>(b) The town shall, so far as practicable, render bills at least once a month based on the schedule of charges set forth in the most recent resolution.</p> <p>(c) All bills are to be considered net, and become due and payable within fifteen (15) days from the date of billing.</p> <p><i>(Ord. No. 99-3, § 3, 3-16-99)</i></p>
<p><b>Sec. 26-80. - Late payment charges.</b></p> <p>(a) Any utility bill not paid within twenty-one (21) days from the date of invoice shall bear a late payment charge, the amount of which shall be established by the town council by resolution. The late charge shall commence twenty-one (21) days after date of invoice and shall continue to be applied monthly until the unpaid balance is satisfied in full.</p> <p>(b) The late charge is in addition to the town's right to discontinue and/or not provide utility service until the account is made current, as provided in section 159.18(1), Florida Statutes, as amended.</p> <p><i>(Ord. No. 99-3, § 3, 3-16-99)</i></p>

• **Witness Interviews**

The following persons from the Town of Mangonia were interviewed during this inquiry:

1. Katrina Martin, Deputy Town Clerk
2. Sherri Albury, Town Clerk
3. Christa Simmons, Bookkeeper/Deputy Town Clerk
4. Carlos Lamadrid, Water Treatment Plant Operator
5. Willie Reed, Lead Water Treatment Plant Operator



**Interview: Katrina Martin, Deputy Town Clerk for Town of Mangonia Park**

On June 12, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL 33407, to interview Katrina Martin, Deputy Town Clerk for the Town of Mangonia Park. The interview was recorded and Martin was placed under oath. No other persons were present during this interview.

Martin stated that she has been in her current position for approximately two years and that she is responsible for customer billing for the water department in the Town. Martin also stated that she is responsible for requesting service orders to be performed at the homes of Town customers who feel that their monthly water bill is excessive and may suspect that there may be a water leak or some other reason for the spike in their monthly bill.

I asked Martin what knowledge she had concerning the late fee adjustments made to Respondent's water bill. According to Martin, sometime in November or December, Respondent informed her that her monthly water bill was excessive. Martin stated that she reviewed Respondent's water billing account and informed her that her billing was consistent with previous billing cycles according to the Town's records. Respondent insisted that the water bill for that particular month was excessive; therefore, Martin requested a service order for an assessment to be conducted at the home of Respondent.

The procedure for a service order request, as described by Martin involves a water technician going out to the homeowner's property and conducting an assessment of the home to determine if water is leaking from the meter. Once the technician has determined whether or not the meter is leaking, those results are reported back to her. Martin stated, once she receives the results of the service order from the water technician, she contacts the homeowner by phone to verbally inform them of the Town's findings. If there is a problem detected on the Town's side of the meter, they will repair the problem and adjust the homeowner's bill. If no problem is detected, the homeowner is responsible for paying the full amount of the monthly water bill, including any late charges that may have been assessed.

According to the account notes entered by Martin on November 23, 2011 she spoke with the Respondent and informed her that there was no water leak at her home. Respondent stated that she did not receive notification of the work order results and that she was not going to pay the late fee. A review of Town record revealed on this same date, Respondent paid her water bill; however, she failed to pay the \$25 late fee.

After speaking with Martin, Respondent came down to the Town office and met with Martin and Lee Leffingwell, to again discuss the amount of her monthly water bill. Martin stated that she reviewed the history of Respondent's water billing account and physically showed her the monthly amount of her water consumption. According to Martin, after the meeting they did not hear anymore from Respondent regarding her water bill. Respondent paid the amount of her monthly water bill with the exception of the late fee. As a result of her failure to pay the late fee, it was carried over and added to the next month's bill.

Martin stated the situation with Respondent's water bill went on for a few months. However, in December 2011, Respondent again failed to pay her water bill and was assessed an additional late fee. According to Martin, she brought this to the attention of Sherry Albury because Leffingwell was not present at the time, in order to discuss the additional late charges. She was informed by Albury that Respondent was responsible for payment of the late charges since they were legitimate charges.

Account notes indicate that on December 28, 2011, Martin spoke with the Respondent regarding her water bill account. Respondent demanded that Martin remove the late fees from her account. According to Martin she informed Respondent that she did not have the authority to adjust customer late fees and that she (Respondent) would need to speak with the Town Manager. At that point, Councilwoman Greene began sending e-mails and making phone calls to Leffingwell.

Martin provided me with an email exchange that occurred between Leffingwell and the Respondent. A review of the emails show on January 1, 2012, Respondent sent an email to Leffingwell questioning the reason late fees were being assessed to her account. On January 3, 2012, Leffingwell responded by offering to review the Respondent's water billing account history to answer her questions, however, the Respondent refused her offer. According to the Respondent's email response, she had yet to receive any notification regarding the results of the meter re-read, and that she had spoken with Katrina Martin concerning the late fee and was advised by Martin that she

would have to speak with Leffingwell concerning the removal of the late fee. ... her email response, Leffingwell again informed Respondent that the service order was completed on November 10, 2011, and that no leaks were found on her property. Leffingwell also informed Respondent that she would remove the initial \$25 late fee, which would leave the Respondent with a remaining balance of \$42.03 which included \$17.03 for the December (2011) water bill and \$25 late fee for the November (2011) water bill. In a follow-up email sent by Respondent after receipt of Leffingwell's explanation, Respondent questioned why she still owed a late fee for November, and claimed that she attempted to settle the bill; however she was unable to contact anyone in the Town offices. Leffingwell explained to the Respondent, that during a meeting held in November 2011, a print out of her billing history was reviewed with her and the November charges were explained.

Martin reported on January 3, 2012, she was directed by Leffingwell to apply a \$25 late fee adjustment to Respondent's account. Martin also provided me with a copy of a letter dated January 31, 2012 from Leffingwell to the Respondent informing her that her account was past due and that she (Respondent) had been previously provided with a breakdown of water billing charges for the months of October, November and December of 2011. The letter requested that past due balance be remitted to the Town to avoid service interruption. A review of the letter found a handwritten note at the top of the letter that stated "spoke with 2/2/12 will take of late charges L.L." According to Martin, on February 3, 2012 she was again directed by Leffingwell to adjust Respondent's account for two late fees totaling \$50.

Martin stated she questioned Leffingwell about the reason for waiving the late fees, because the charges were legitimate. Leffingwell informed her that she was waiving the fees because Respondent should have been notified of the result of the service order conducted at her home in writing, despite the fact that this was not the normal procedure. Martin indicated that she waived the fees as instructed. However, she did not agree because she has been with the Town for two years, and within that time she has always notified the homeowner of the service order results verbally and not in writing.

I asked Martin if there was a protocol for waiving a late fee. Martin stated that there really is no protocol and the decision to adjust late fees is at the discretion of the Town Manager. However, if a customer disputes a late fee, the Town Manager will review of the homeowner's bill to determine if the homeowner has consistently paid their water bill on time for a period of one year. If the homeowner has not been late paying their water bill for a period of one year, the late charge can be waived one time. Martin stated that the procedure was not followed in the case of Councilwoman Greene. Martin also stated that during her tenure with the Town she does not recall any other homeowner's late fees being waived for three consecutive billing periods. I asked Martin why she felt that the late fees were waived. She replied, "this is my honest opinion, and it's just an opinion, Lee Leffingwell is, I don't know if she is intimidated by Addie Greene, I don't know, but It's like we're on pins and needles every time it comes down to her."

I then asked Martin if she had any knowledge regarding plumbing work performed at the home of Respondent. Martin stated that she had little knowledge about the allegation raised in the complaint, however, Martin did state that she was aware that no permit was pulled or that no request was submitted for a locate (a process where the Town sends someone to the home of the homeowner to locate and mark water lines to prevent them from being damaged) by Respondent. Martin said she is aware of this information because these functions are under her authority and she was told about the incident when she returned to work on Monday following the date of the incident. Additionally, Martin added when a homeowner damages a Town waterline, it is the responsibility of the homeowner to pay for those damages.

End of Interview

On July 10, 2012, I contacted Martin by telephone in order to clarify some of the information provided in her statement. I asked Martin, to explain her initial meeting with the Respondent regarding her water bill complaint. Martin stated that the Respondent came into the Town Hall offices behind the counter and confronted her about her water bill. According to Martin, the Respondent alleged that her water bill was excessive. Martin explained that she printed out a copy of the Respondent's water billing history and she and Leffingwell went into a private office and discussed it with the Respondent. However, the Respondent was not satisfied with the explanation. Martin stated immediately after exiting the office with Leffingwell and the Respondent, she went to her desk and physically showed the Respondent the information contained within the computer billing system. I asked Martin if that was common. She replied that it was not the normal procedure. She explained that if a homeowner has a complaint, they will come to the window in Town Hall and be provided with a copy of their billing summary. The billing summary will then be discussed with the homeowner from behind the counter, not within the office as in

the case with the Respondent. I asked Martin if other members of the Council come behind the counter to address their personal issues. Martin stated that no other member of the Council comes behind the counter unless they are discussing Town business and when they do they will make an appointment or request to speak with the individual they have business with. According to Martin, it is a common practice for the Respondent to come behind the counter and confront Town staff.

#### **Interview: Sherry Albury, Town Clerk for Town of Mangonia Park**

On June 12, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL 33407, to interview Sherry Albury, Town Clerk. The interview was recorded and Albury was placed under oath. No other persons were present during this interview.

Albury stated as the Town Clerk, she is involved in all functions of government within the Town due to the size of the Town. She described her areas of responsibility to include being the official record keeper for the Town, planning, zoning and building, finance, payroll, water treatment plant, water billing and any other functions of the Town as needed.

Albury stated that she remembers being present in the office when the Respondent called Leffingwell and demanded that three consecutive late fees be waived from her water bill, because she had requested a re-read of her meter and she was awaiting a response. I asked Albury if she could recall the date of the telephone conversation. Albury stated that she was not sure of the exact date of the conversation; however it was in January or February. I then showed her a copy of the Individual Account record from the Town of Mangonia Park Utility Department submitted by the Complainant. Albury stated that she recognized the format of the record as the same format used by the Town's utility department. Albury examined the record and verified that the late fee adjustments to the record made by Katrina Martin at the request of Lee Leffingwell on January 3, 2012, and again on February 3, 2012, are in fact the late fees that Respondent demanded to be waived.

I asked Albury to explain the meter re-read process. According to Albury, the process for a re-read of the meter involves Willie Reed, Lead Water Plant Operator, going out to the homeowner's property and re-reading the meter. The results of the re-read are reported back to the Utility Operator. I asked Albury who was responsible for reporting the result of the re-read to the homeowner. She stated that the Utility Operator contacts the homeowner by phone to verbally inform them of the results of the re-read. According to Albury, the homeowner is responsible for paying any late fees assessed to their water bill during the time that the re-read is being conducted.

Albury explained late fees are established through a Town Ordinance and are assessed automatically through the Town's billing system. If a customer does not pay their water bill before the 21<sup>st</sup> of the month, a \$25 late fee is assessed on the 22<sup>nd</sup> of the month, unless the 21<sup>st</sup> falls on a weekend, in which case the late fee is assessed on the next business day. Albury stated that the Town does not have a written process or procedure regarding the waiver of late fees. However, late fees have been waived for some customers who did not have a history of late payments or due to some special medical circumstance, at the discretion of the Town Manager.

Although the process is not codified, normal procedure is as follows: If a customer complains about receiving a late fee, the account is turned over to the Town Manager for review. The customer's payment history for the previous 18-24 months is reviewed by the Town Manager to determine if the customer has had any previous late fees. If it is found that the customer has not had any late fees within this period, the Town Manager may then adjust the fee, although, it is not the Town's practice to adjust fees. This process applies to the general public. According to Albury, Respondent could have been eligible to have one late fee waived if she had no record of any previous late fees, however, under no circumstances would three consecutive late fees be waived for any customer, as in the case of Respondent.

I asked Albury if she had any idea why Leffingwell waived the late fees for Respondent. Albury prefaced her response by stating, "Councilwoman Greene has had a volatile relationship with everybody in our officer and everyone on the dais". Albury also stated, "Councilwoman Greene, in my personal opinion and my professional opinion has intimidated the Town Manager to take or not take action according to her wishes. Whatever Councilwoman Greene demands, she cowers to her, she bows to her. She makes this office very difficult to work in based upon her emails and conversations with Councilwoman Greene". Albury stated that they never enforce anything with Respondent. I asked Albury to explain that statement. Albury replied, "whatever Councilwoman Greene is demanding, we usually have to comply". Albury provided some examples to illustrate her point. She

explained that Town policy requires that individuals requesting the use of Town Hall must receive prior approval from the Town Council and that the event be scheduled on the calendar. According to Albury, only the Town Council has the authority to adjust any fees associated with the use of Town Hall. In November 2011, Respondent announced an event she was scheduled to host in the Town Hall at a Town Council meeting, however no approval was granted. Although Respondent was not given approval by the council for the use of Town Hall, the meeting was held. Albury also stated if anyone requested a copy of the Town meeting minutes there would be a \$10 charge, however Councilwoman Greene requested a copy of the minutes and she was not charged. Albury added that there is a \$10 fee to have a meter re-read conducted, however, Councilwoman Greene has never been charged. According to Albury, "services available to the general public for a cost, are available to Councilwoman Greene for free".

I asked Albury, if she had any information regarding some plumbing work that was completed at the home of Councilwoman Greene. Albury stated she did not remember the exact date of the incident, however, she does recall that incident took place over the weekend because she was notified by Leffingwell on a Monday when she returned to work.

Leffingwell told Albury that she received a call from Respondent demanding that she send someone out to her home to repair a water leak described as shooting up from the ground. Town employee Carlos Lamadrid was sent out to the home of Respondent to assess the situation. According to Albury, Speedy Rooter was called out to repair the water line break caused by Councilwoman Greene's plumber. The day after the repairs, Leffingwell spoke to Speedy Rooter and instructed them to bill Respondent for the repairs, however, the bill was sent to the Town. Albury said she came about this information because they are in a small office and she overheard what was going on.

Albury could not provide me with any information about the work performed at the home of Respondent nor did she know what side of the meter the pipe was damaged. However, she did confirm that no permit had been applied for or issued to perform any type of work at the home of Respondent on the date of the incident. Albury stated regardless of where the damage took place, if the homeowner was conducting work without a permit, the homeowner is responsible for repairs to the Town's water lines.

I asked Albury if she had any additional knowledge about the allegation Respondent had an unauthorized use of the Town Hall and the destruction of an air conditioning temperature control. She said that she was very familiar with the incident because she was involved. Albury stated on November 19, 2011, Respondent was scheduled to host an unauthorized meeting at Town Hall. Despite the fact Respondent announced the meeting to Town Council; she never received approval from Town Council in accordance with the procedure. On the day of the event she received a call from Leffingwell to come over and adjust the temperature in the Council Chambers. Upon arrival, Respondent was on-site. Albury stated that when she entered the Council Chambers to adjust the temperature, she found the lock box that protects the air conditioning temperature control ripped from the wall. According to Albury, Councilwoman Greene was billed for the damages to the lock box, however she refused to pay.

End of Interview.

**Interview: Christa Simmons, Deputy Town Clerk for Town of Mangonia Park**

On June 12, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL 33407, to interview Christa Simmons, Deputy Town Clerk/Bookkeeper. The interview was recorded and Simmons was placed under oath. No other persons were present during this interview.

Simmons stated she is responsible for paying the bills, bank requisitions, and all other accounting functions associated with the Town.

I asked Simmons if she had any knowledge about Respondent receiving an adjustment of the late fees to her water bill. Simmons stated that she is not directly involved in water billing for the Town; however, she does remember Respondent coming into the Town office one day complaining about her water bill. According to Simmons, Katrina Martin reviewed Respondent's account and explained that her water bill had been consistent for the past few months. Respondent was not interested in Martin's explanation and demanded that the late fees be waived from her account. Martin explained to Councilwoman Greene that she did not have the authority to adjust late fees and that she would have to speak with Town Manager Leffingwell.



Simmons stated that several phone calls took place between Leffingwell and Respondent about waiving the late fees that had been assessed to the bill. I asked Simmons how she knew that information. She replied, "because we are in a small office and we all answer the phones and hear the conversations." According to Simmons, Respondent alleged that she did not receive a response regarding an increase to her water bill. However, her bill did not increase. She had received a late fee and refused to pay the bill and that was the reason for the increase. According to Simmons, the fees were eventually waived by Leffingwell.

I then asked Simmons if she had any knowledge about Speedy Rooter, Inc. invoice # 9247 in the amount of \$1,288 billed to the Town for repairs at the home of Respondent. She said that the Town received the invoice from Speedy Rooter; however she did not pay it, because she did not understand why the Town was being billed for damages caused by the homeowner. I asked her if the invoice had been paid by Respondent. She replied, not to her knowledge, however, she has not received any additional request for payment from Speedy Rooter. Simmons stated that she would not be surprised if Speedy Rooter padded other invoices to cover the cost of the work performed at the home of Respondent. I then asked Simmons if she would inquire with the vendor to see if invoice #9247 had been paid and if so, who was responsible for making the payment.

I asked Simmons what knowledge she had about invoice # 12947 in the amount of \$102 submitted to the Town by Environmental Solutions for the replacement of a t-stat guard in the chambers of Town Hall. According to Simmons, the invoice was for repairing damage caused by Respondent during an unauthorized meeting she held at Town Hall. According, to Simmons the invoice had not been paid by the Town and a copy was sent to Respondent for payment. I asked Simmons if she would inquire with the vendor to see if invoice # 12947 had been paid by Respondent.

End of Interview.

Following my interview with Simmons, she informed me that according to Yani (LNU) with Speedy Rooter, invoice # 9247 (for work completed at the home of Respondent) in the amount of \$1,288 had been paid with check# 006157 issued by the Town on February 22, 2012. On June 18, 2012, I conducted a follow-up interview with Simmons regarding the irregularities and discrepancies in payments to Speedy Rooter, Inc. On this date she provided me with a copy of check #006157 and the corresponding purchasing requisition. A review of the purchasing requisition for check #006157 revealed the following items listed for payment to Speedy Rooter:

1. Invoice # 9499	\$1,925
2. Invoice # 9653	\$ 650
3. Invoice # 9683	\$1,600
4. <u>Invoice # 9690</u>	<u>\$ 650</u>
<b>Total:</b>	<b>\$4,825</b>

There is no record of invoice #9247 in the amount of \$1,288 listed as a line item to be paid with check #006157 remitted to Speedy Rooter.

According to Simmons, after she was told by "Yani" that invoice #9247 had been paid with check #006157; she pulled the backup documents which did not show invoice #9427 as being paid. Simmons said that she found another invoice #9690 dated February 21, 2012, for \$650 that she thought was odd because it was roughly half the amount for the repairs at the home of Councilwoman Greene. She also requested the field copy of the invoice from the vendor. The field copy is supposed be signed off by the operator in the field verifying that the services were performed; however this invoice had no signature. Simmons stated she then contacted Willie Reed to inquire if any work had been performed by Speedy Rooter on the date of the invoice.

According to Simmons, the Water Plant Operators are required to record any type of water line break into their log book. Simmons said that Reed informed her that he did not have any record of Speedy Rooter performing any services for the Town on February 21, 2012.

On June 19, 2012, I received an email message from Simmons. According to the message, she was informed by "Yani" that invoice # 9499 in the amount \$1,925 had been paid twice and that Speedy Rooter applied the overpayment to invoice # 9247 and another invoice #9866. I asked Simmons if she could provide me with a copy of the purchasing requisition showing the initial payment of invoice #9499 and a copy of invoice #9866. I also requested copies of the checks for each payment.

On June 21, 2012, Simmons provided me with a vendor detail query listing the payments made to Speedy Rooter between February 1, 2012 and March 1, 2012. She also provided me with a copy of invoice #9866. Based on the testimony and documentation submitted by Simmons, this matter will be referred to the Palm Beach County Office of the Inspector General for further investigation.

**Interview: Carlos Lamadrid, Water Treatment Plant Operator for Town of Mangonia Park**

On June 18, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL. 33407, to interview Carlos Lamadrid, Water Treatment Plant Operator for the Town. The interview was recorded and Lamadrid was placed under oath. No other persons were present during this interview.

Lamadrid stated that he is responsible analyzing water in the plant, checking the chemicals, and checking the lift stations in the Town.

I asked Lamadrid if he had any knowledge about the emergency plumbing work performed at the home of Councilwoman Greene in January 2012. Lamadrid stated that he did remember the incident because it was a Sunday and he was working alone. According to Lamadrid, he received a call from Lee Leffingwell, Town Manager. She told him to go to the home of Respondent because there was a broken pipe on the property and to check out the situation. When he arrived, he noticed a guy there who had been cutting the grass and a broken pipe in the meter box. I asked him if he could determine how the pipe was damaged. He said that the only thing he noticed different was that the grass around the meter box was freshly cut. I then asked if it was the responsibility of the Town to repair water line breaks. He stated that it depended upon which side of the meter the break was located. According to Lamadrid, if the break was on the Town side of the meter, the Town was responsible for repair, however if it was on the side of the homeowner, then the homeowner would be responsible for making the repair. I then asked Lamadrid if he knew which side of the meter the pipe was broken. He replied, that he could not remember. I also asked Mr. Lamadrid if he knew who was responsible for paying for the repair. He replied that he did not know and that it was a Town issue.

I asked Lamadrid if he questioned the man cutting the grass about the damage to the pipe. He said that the guy only told him that the water just started shooting from the ground, but neither he nor Respondent ever said how the damage was caused. According to Lamadrid, he telephoned his supervisor, Willie Reed, to advise him of the situation. He stated that he also called Leffingwell. Respondent insisted that he use her phone to make the call. When he made contact with Leffingwell, she directed him to contact Speedy Rooter to come out and repair the break. Lamadrid stated that they do not have the tools to make those types of repairs and that Speedy Rooter is the contractor they call when they have emergencies situations.

End of interview.

**Interview: Willie Reed, Lead Water Treatment Plant Operator for Town of Mangonia Park**

On June 18, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL. 33407, to interview Willie Reed, Lead Water Treatment Plant Operator for the Town of Mangonia Park. The interview was recorded and Reed was placed under oath. No other persons were present during this interview.

Reed stated he is responsible for general operation of the water treatment plant and other water utility services in the Town.

I asked Reed to explain the procedure for a water main break during off duty hours. Reed stated that when an emergency break occurs, the homeowner or business owner contact the emergency number. If they do not receive an answer on the emergency number, Lee Leffingwell is contacted. Once the call has been received by someone answering the emergency line or by Leffingwell, the Water Plant Operator is then contacted. According to Reed, they go out to the site of the break and assess the damages. If the damage is not major, they will repair the problem, however if there is major damage, they have to call someone in to repair the problem.

I asked Reed if he had any knowledge of the water line break that occurred at the home of Respondent. Reed stated that he did not have much information, because he was not there. Reed stated that he received a phone call from Carlos Lamadrid, who indicated that he had been dispatched to the home of Respondent by Leffingwell. He stated that Carlos told him when he arrived he found that one of the pipes by the meter had been broken and

that it was too big for them to repair so he called Speedy Rooter. I asked Reed if Carlos indicated to him the location of the break. He stated that Carlos did not specify the location of the break; he just said that it was by the meter box. I then asked Reed who would be responsible for a repair in that type of situation. According to Reed, it depends on which side the break happened. Reed explained based on what he was told the Town is responsible for the pipe from the meter to the water main. The homeowner is responsible for the pipe from the meter to the house. I asked Reed if a determination was made as to which side of the meter the break took place at the home of Respondent. He replied that he was unaware.

I asked Reed if he was aware of any billing issues with Speedy Rooter. He replied that he was not. I then showed Reed a copy of invoice #9690 from Speedy Rooter dated February 21, 2012, and asked if he could verify that the work listed on the invoice had been completed. Reed stated that he did not have any record of Speedy Rooter completing any work for the Town on that date. According to Reed, all water and wastewater jobs are recorded into their log books. Reed provided me with copies of the log book entries made in both the water and wastewater log books for February 21, 2012. There were no entries listing any waterline repairs at Respondent's address on that date.

End of interview.

**Interview: Lee Leffingwell, Town Manager for Town of Mangonia Park**

On June 21, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL 33407, to interview Lee Leffingwell, Mangonia Park Town Manager. The interview was recorded and Leffingwell was placed under oath. No other persons were present during this interview.

Leffingwell stated that she is responsible for the Water Treatment Facility and is also on-call 24 hours a day to address water line breaks. She reported that she is primarily responsible for daily operations of the Town.

I asked Leffingwell if she had any knowledge of the late fee adjustments made to the water bill of Respondent. She replied that she was aware of the adjustments and that these types of adjustments were not unusual for the residents and businesses within the Town. According to Leffingwell, Respondent was treated as a normal resident and a water user. Leffingwell stated that Respondent paid her water bill, however she disregarded the late charge. I asked Leffingwell if she could recall when the actual billing discrepancy took place. She replied, that she did not remember the exact date because the situation was ongoing for a couple of months. However, she stated that she was present at the counter when Respondent initially came in to speak with Katrina Martin about the late charge. Leffingwell indicated that they provided Respondent with the answers that they would give any other citizen of the Town and offered to print out a history of her bill and review it with her, as is the normal procedure. However, it takes some time to print out the information, due to the lack of Town staff. Leffingwell explained during the time period that the Town was conducting an inquiry into Respondent's complaint, another billing cycle was completed and Respondent received her monthly bill. She was charged an additional \$25 late fee because of the previous late fee that had yet to be resolved to Respondent's satisfaction.

I asked Leffingwell what was actually done to resolve the issue. She said that they had gone out to re-read Respondent's meter on a couple of occasions to try and resolve the issue. However, Leffingwell admits that they were not very responsive communicating the results of the re-read to Respondent because they get very busy and have limited staffing in the office. I asked Leffingwell if she could explain how the determination was made to waive the late fees associated with Respondent's account. Leffingwell stated that the reason she waived the late fees for Respondent was because they tried to explain the charges on her water bill and made attempts to answer all of her questions. However, since Respondent was not satisfied with the answers provided, the late fees were waived and Respondent was advised if she incurred any additional late fees they would have to be paid. Leffingwell insists that she would have done the same thing for any other resident in the community and it had nothing to do with the fact that Respondent being a member of the Town council.

According to Leffingwell, the situation had gone on for too long and that no one else wanted to deal with Respondent. Leffingwell stated that the decision to waive late fees is on a case by case basis and that she felt since the Town had not responded to Respondent in a timely manner, the initial late fee and all late fees resulting from the initial late fee should be waived.

I told Leffingwell that I understood her position; however, in December 2011, contrary to her previous claim, Respondent failed to pay her monthly water bill. As a result of Respondent's failure to pay she was then assessed

an additional late charge which was then waived. I asked Leffingwell to explain why this charge was waived. She indicated that she did not remember the circumstances surrounding that particular charge, because if staff doesn't bring it to her attention, then she wouldn't know. She stated that she relies on her staff to bring these issues to her attention. I asked Leffingwell when she became aware of this particular situation. She stated that she could not remember, but Martin did mention the first late charge and that she tried to explain the charges to Respondent, however, she was not satisfied with the explanation. Leffingwell stated that she does not remember if Martin informed her that Respondent did not pay her bill in the month of December. She does recall telling Martin to print out the entire payment history for her review and that is what she used to make her decision.

I then asked Leffingwell if there was an established procedure for waiving late fees. She stated that there was no established procedure and that each one is on a case by case basis and that she felt that in Respondent's case the fees continued to roll over because the initial issue had not been resolved, and that was her motivation for waiving the fees. I then asked Leffingwell if there were any established procedures that outlined the process for notifying the home owner of the results of the Water Department determination following a re-read or any other attempt to resolve a water bill dispute. Leffingwell indicated that the Town didn't have any established procedures with regard to water billing issues.

I then asked Leffingwell about the allegation regarding plumbing work being performed at the home of Councilwoman Respondent and it being billed to the Town. Leffingwell stated that she received a call on Saturday or Sunday from a man claiming that water was shooting up in the air into the road. According to Leffingwell the caller was screaming and yelling and said, "You better get your ass over here and fix this." Leffingwell said she responded by asking him, "Who are you?" Leffingwell stated that the caller was screaming out his name but she could not recall the name given. She stated that he told her, "I'm over here working for Ms. Greene. Addie Greene, Addie Greene, you know who she is." She then stated she asked him what he was doing for Greene and he told her he was doing some yard work. According to Leffingwell she asked the unknown caller if he was responsible for causing the damage to the water pipe and he replied, "I don't know, I might have cut something." She said she could hear Respondent in the background, so she requested that the unknown caller place Respondent on the phone. Leffingwell stated, when Respondent came to the phone she said, "My man was doing something out here and all of a sudden this thing just broke and it's going up in the air, and somebody better get over here." Leffingwell said she asked Respondent if her man cut something, and she said that he wasn't cutting anything.

At that point, Leffingwell stated that she sent Carlos Lamadrid to Respondent's home to assess the situation. According to Leffingwell, Carlos informed her that the Town's part of the pipe was broken and the Town could not perform the repairs. Leffingwell said that she then directed Carlos to call Speedy Rooter to repair the damage. Leffingwell explained the reason she uses Speedy Rooter is because they have crews and will respond within an hour. I asked Leffingwell if she used them because she was familiar with their services. She replied, in emergencies, however if she has time she will use other companies. I then asked her if she had a list of companies that she uses and if she had contracts with any of these vendors. She said that she did have a list of vendors that she uses and that she calls them depending upon the circumstances of the situation, however, she does not have contracts with any of them. According to her, the Town is charged by the hour for all services rendered by each vendor.

Leffingwell stated that Respondent called her three times to tell her that she was watching the water shoot up in the air and what an awful thing this was for the Town to have pipe just breaking. Leffingwell said that she told Respondent that pipes just do not break and that she believed that the unknown caller broke the pipe. Despite, Respondent's denial, Leffingwell stated that she told Respondent that she was going to fix it because she didn't want Respondent's neighbors to call and complain about low water pressure.

Leffingwell said that she asked Michael (LNU), from Speedy Rooter to try and establish if the pipe had been cut or damaged by the homeowner, because if it was cut by the unknown caller while performing work at Respondent's home then she would be billed for the repair. However, according to Leffingwell, Speedy Rooter was unable to make that determination. Leffingwell stated that she does not have any definitive proof that the damage was caused by Respondent or someone working for Respondent, therefore the Town had to pay for the repair. I asked Leffingwell if the invoice for the repair had been paid. She replied, "probably, they won't come unless you pay them." I asked her again if in fact the invoice had been paid through the appropriate process. She then replied, that she did not know but she could have the Christa (Town Bookkeeper) pull it up.



Leffingwell explained that since the damage was to a public resource and she could not prove that anyone was liable for the damage, the Town was responsible for the repairs. I asked her if Carlos gave her any indication that Respondent or the unknown caller was responsible for the damage. She replied, no.

I asked Leffingwell if she had any knowledge about Respondent's unauthorized use of the Town Hall and damage to a thermostat. She said that Respondent damaged a thermostat in the Council chambers and that she has sent her a bill for the repairs. I asked Leffingwell about the process for scheduling meetings in the Town Hall. According to Leffingwell, Respondent had permission to use the Town Hall just as other organizations but needed to take care of it.

Based on Leffingwell's statement, the Town does not have any established standard operating procedures for water billing, fee waivers, or service order requests. This lack of standardized procedures and internal controls warrant referral to the Palm Beach County Office of the Inspector General for further investigation.

However, based upon a review of the actual bills and payments by Respondent, the late fees charged to her account were a result of her non-payment and/or partial payment of her monthly water bills for three consecutive months and were not triggered solely because of earlier late fee assessments. A time-line of the Respondent's billing account and payment history was constructed by this investigator and submitted to the file.

- **Additional Documents Submitted to File**

1. Time line- Respondent Water Bill payment history/late fees
2. Town of Mangonia Park Service Order #100241
3. Water billing system account notes from the Respondent's account
4. January 1, 2012 Email exchange between Respondent and Town Manager Leffingwell
5. January 31, 2012 Letter re: Utility Account #0053-00
6. Chapter 26, Florida Code of Ordinances for Mangonia Park
7. Mangonia Park Resolution No. 07-01
8. Speedy Rooter Invoice # 9247
9. June 18, 2012 Email exchange between COE Investigator Poag & Town Bookkeeper Simmons
10. Town of Mangonia Park Check Requisition for Check #6157 w/ backup invoices
11. Town of Mangonia Park Check Requisition for Check #6147 w/ backup invoices
12. Town of Mangonia Park Check Requisition for Check #6176 w/ backup invoices
13. Town of Mangonia Park Vendor Detail Inquiry for February 2012 –March 2012
14. Copy of Town of Mangonia Park Check #'s 6156, 6157,6158
15. Speedy Rooter Invoice # 9690
16. Wastewater and Drinking Water Log entries for February 21, 2012

- **Applicable Law**

The Following relevant portion of the PBC Commission on Ethics Ordinance establishes jurisdiction in this inquiry:

**Sec. 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)

The following portions of the PBC Code of Ethics ordinance are relevant to this Inquiry:

**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* ...(Emphasis added)

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

(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:

(1) Himself or herself;

(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.

- **Analysis**

- **Allegation #1: Respondent used her official position to improperly obtain a special benefit for herself not available to the general public, in violation of Section 2-443(a) and/or Section 2-443(b) of the PBC Code of Ethics, regarding late fees and other fees assessed against her on her water bill.**

1. Addie Greene is a resident and Councilwoman for the Town of Mangonia Park. In November 2011, Councilwoman Greene confronted staff claiming that her water bill was excessive. Staff responded by reviewing the bill with Councilwoman Greene and conducting service order to ensure that there were no leaks at the home of Councilwoman Greene.
2. On November 22, 2011, Councilwoman Greene was assessed a \$25 late fee in accordance with the fee schedule and billing procedure established by Chapter 26 Article III of Florida Code of Ordinances for the Town of Mangonia Park and Resolution No. 07-01 of the Town of Mangonia Park for non-payment of her water bill.
3. On November 23, 2011, Councilwoman Greene was notified that there was no water leak on her property, however, Councilwoman Greene refused to pay the late fee and demanded that Katrina Martin remove the late fee from her account.
4. Councilwoman Greene received additional late fees in the amount of \$50 (two separate assessments) in accordance with the Town's procedures for non-payment and/or partial payment for the following two consecutive months.
5. The Town of Mangonia Park has an accepted practice of waiving one water bill late fee for customers who have not incurred a late fee penalty within the previous 12-18 months. After a review of the customers billing history by the Town Manager, the decision to grant the late fee waiver is at the discretion of the Town Manager.
6. On January 3, 2012 Town Manager Lee Leffingwell directed Katrina Martin to enter a \$25 late fee adjustment to Councilwoman Greene's water billing account, in accordance with the Town's accepted practice for late fee adjustments. This adjustment was associated with late fee incurred by Councilwoman Greene as a result of her initial complaint in November 2011.
7. On February 3, 2012, three months after Councilwoman Greene's initial complaint and after providing her with one \$25 late fee adjustment, Town Manager Lee Leffingwell directed Katrina Martin to make an additional \$50 late fee adjustment to Councilwoman Greene's water billing account. These late fees were a result of Councilwoman's Greene's non-payment and/or partial payment of her monthly water bills for two consecutive months and were not triggered solely because of earlier late fee assessments.
8. According to witness testimony, the Town has not adjusted late fees for any other resident of Mangonia Park for three consecutive billing cycles. Witness statements assert that Councilwoman Greene is afforded special treatment by Town Manager Leffingwell that is not afforded to the general public.

- **Allegation #2:** Respondent used her official position to improperly obtain a special benefit for herself not available to the general public, in violation of Section 2-443(a) and/or Section 2-443(b) of the PBC Code of Ethics, regarding damage to a water pipe near Respondent's home.

Evidence failed to support the Complainant's allegation that Councilwoman Greene misused her official position to influence the Town Manager to dispatch Speedy Rooter, Inc. to her home to repair a broken water pipe at the expense of the town. The inquiry revealed on January 2, 2012, a water pipe broke on the side of Councilwoman Greene's home. Although he did not have a recollection of the location of the damage to the pipe, according to Leffingwell, the Water Treatment Plant Operator for the Town told her that the damage was on the Town's side of the customer water meter. In such cases, the town will cover the cost of repair unless the damage is caused by the negligence of the homeowner. However, there was no evidence that the break was caused by Councilwoman Greene or anyone performing services for Councilwoman Greene. Therefore, this allegation is not sustained.

- **Allegation #3:** Respondent used her official position to improperly obtain a special benefit for herself not available to the general public, in violation of Section 2-443(a) and/or Section 2-443(b) of the PBC Code of Ethics, regarding unauthorized use of Town Hall and damage to a temperature control during a meeting at Town Hall.

1. Witnesses alleged that on November 19, 2011, Councilwoman Greene held an unauthorized meeting in the Town Hall of Mangonia Park, during which time she damaged a temperature control on the wall of the Council chambers.
2. The Town Manager advised that the control had been repaired, and that Respondent was sent a bill for the amount of the repair. She further stated that anyone could use the Town Hall for a meeting, and there was no charge if the meeting was for Town Business.

- **Conclusion and recommendations as to legal sufficiency**

Based on the sworn testimony of material witnesses, and other evidence obtained during this inquiry, staff recommends that **legal sufficiency** exists in the first allegation to believe that Councilwoman Addie Greene used her position as Town Councilwoman to influence the Town Manger to adjust the late fees assessed to her water billing account, in violation of §2-443(a) and (b) of the Code of Ethics.

*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 substantially on the personal knowledge of the complainant, relating to an alleged violation occurring after the effective date of the code, and filed with the Ethics Commission within two years of the alleged violation.*

Therefore, staff recommends that a formal investigation be opened into allegation one contained in this complaint.

Lastly, the inquiry by COE staff failed to provide sufficient evidence, based upon facts which have been *sworn to as true by material witnesses* that would support an investigation into allegations two and three of this complaint.

Therefore, **LEGAL SUFFICIENCY** only exists to open an investigation into the first allegation contained in the complaint.

Submitted by:

  
 \_\_\_\_\_  
 James A. Poag, Investigator  
 PB County Commission on Ethics

  
 \_\_\_\_\_  
 Date

Reviewed by:

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

  
 \_\_\_\_\_  
 Date

PALM BEACH COUNTY COMMISSION ON ETHICS  
**MEMORANDUM OF LEGAL SUFFICIENCY**

To: Commission on Ethics  
From: Alan Johnson, Executive Director  
Re: Complaint No. C12-004 – Addie Greene

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- **Recommendation**

Regarding Respondent, Addie Greene, Mangonia Park Councilwoman, the Staff recommends a finding of LEGALLY SUFFICIENT be entered in complaint number C12-004.

*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 substantially on the personal knowledge of the complainant, relating to an alleged 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' staff via a sworn complaint signed on May 31, 2012, by Derrick McCray (Complainant). Attached to the sworn complaint form addressed to the Palm Beach County Commission on Ethics (COE), was a letter (Complainant Statement) and attached documentation, including Town of Mangonia Park Water Utility Department account statements and copies of several vendor invoices. The Respondent listed under this Complaint is Addie Greene. Respondent is currently an elected Councilwoman for the Town of Mangonia Park.

The Complainant alleges that between December, 2011 and February, 2012, the Respondent used her official position to intimidate and/or otherwise cause several adjustments to be made to her water utility bill, eliminating several late fees, in a manner that was not available to other water utility customers in the Town. In support thereof, Complainant submitted copies of detailed Town water utility account statements attributed to Respondent as well as information obtained from Town employees regarding the adjustments.

The Complaint also alleges that on January 22, 2012, Respondent had plumbing work performed at her home by a private plumber, and while performing work at the home of Respondent, the plumber damaged a water pipe. Respondent contacted Town Manager Leffingwell to send someone to her home to repair the damage. Speedy Rooter Inc. (Speedy Rooter) Invoice #9247 shows that the Town was billed \$1,288 for repairs completed at the home of the Respondent. The Complaint states that McCray was told by a Sherry Albury, Town Clerk, that Respondent was billed for the repairs performed at her home by Speedy Rooter; however, Complainant alleges Respondent refused to pay this bill.

Additionally, the Complaint alleges that Respondent damaged Town property during an unauthorized use of the Town Hall facility. Allegedly, Respondent was upset because she could not access the air conditioning temperature control so she removed the lock box from the wall. Environmental Solutions Invoice #12947 shows that the Town was billed \$102 for the alleged damages caused by the Respondent. The Complainant claims that the Town asked the Respondent to pay for the alleged damages, however she refused.

The Complaint alleges that the Respondent continues to use her position for personal gain at the cost of the taxpayers in violation of Section 2-443(a) *Misuse of public office or employment* and (b) *Corrupt misuse of official position* of the Palm Beach County Code of Ethics (the Code).

- **Initial Inquiry**

Based on the allegations raised in the sworn Complaint, COE staff initiated an initial inquiry. A review of the relevant documents related to the water utility late fee waivers, as well as initial interviews with several Town employees resulted in a recommendation of legal sufficiency by the COE investigator as to the first allegation only.



Information contained in the Complaint as well as interviews and documentary evidence regarding allegations of misuse stemming from the plumbing repairs, unauthorized use of the Town Hall and damage caused to the Town Hall thermostat does not support a recommendation of legal sufficiency.

- **Analysis**

Pursuant to Chapter 2, Article V, Division 8, §2-258(a) of the Commission on Ethics Ordinance, the jurisdiction of the Commission on Ethics extends to the Palm Beach County Code of Ethics, county post-employment and lobbyist registration ordinances. Violations of §2-443(a) and (b) of the Code of Ethics (Prohibited Conduct, financial misuse) are within the jurisdiction of the Palm Beach County Commission on Ethics (COE). The COE also has personal jurisdiction over Respondent as an elected official of the Town of Mangonia Park, a Palm Beach County municipality.

The following portions of the PBC Code of Ethics ordinance are relevant to this Inquiry:

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

- (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;* (Emphasis added)
- (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.

Section 2-443(a) prohibits an elected official from using her official position in a manner which they know or should know with the exercise of reasonable care would result in a special financial benefit for themselves that is not shared with similarly situated members of the general public.

Section 2-443(c) similarly prohibits an elected official from using her official position or office to corruptly secure any special benefit, privilege or exemption for themselves or any person or entity.

If as alleged, Respondent, an elected councilwoman, used her position to obtain a benefit from staff that was not available to other similarly situated residents of the Town, Respondent may have violated §2-443(a) and (b) of the Palm Beach County Code of Ethics.

- **Conclusion**

Because the allegations specifically related to the Respondent's water utility late fees contained in the complaint allege the elements of a violation within the jurisdiction of the Commission on Ethics, purportedly committed by an individual within the authority of the Ethics Commission, based substantially on the personal knowledge of the Complainant, the Complaint filed in C11-027 against Respondent, Addie Greene, is LEGALLY SUFFICIENT as to that allegation only.

By: \_\_\_\_\_

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

07/20/2012  
\_\_\_\_\_  
Date

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

To: Alan Johnson, Executive Director  
From: James A. Poag, Investigator  
Re: C12-004 – Respondent: Addie Greene, Mangonia Park Councilwoman

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This matter came to the attention of the Commission on Ethics staff via a sworn complaint signed on May 31, 2012, by Derrick McCray (Complainant), a local business owner in the Town of Mangonia Park (the Town). Attached to the sworn complaint form addressed to the Palm Beach County Commission on Ethics (COE), was a letter (Complainant Statement) and attached documentation, including Town of Mangonia Park Water Utility Department account statements and copies of several vendor invoices. The Respondent listed under this Complaint is Addie Greene. Respondent is currently an elected Councilwoman for the Town of Mangonia Park. All employees and officials of the Town are under the jurisdiction of the Commission on Ethics as of June 1, 2011. An initial inquiry was begun after reviewing the Complainant Statement attached to the complaint under case number C12-004, and was completed on July 17, 2012.

On July 20, 2012, the COE Executive Director filed a Memorandum of Legal Sufficiency regarding case number C12-004, recommending that a preliminary investigation be initiated.

- **Investigation**

The Memorandum of Inquiry and the Memorandum of Legal Sufficiency filed under case number C12-004 are incorporated by reference and attached to this Memorandum of Investigation. All witness statements and other evidence obtained during the initial inquiry are also incorporated by reference into this Memorandum of Investigation.

Regarding the Respondent's contact with staff members as to three adjustments to late fees occurring on or between January 3, 2012 and February 3, 2012, it should be noted that I observed the Town's offices are located in a secured location behind a locked door which is not accessible to the public. The public is required to conduct Town business on the opposite side of a glass window which has an opening at its base used as a pass through for documents and currency.

On July 20, 2012, I made contact with Katrina Martin to request additional town records. During my conversation with Martin, she informed me that since the initial inquiry began, the Respondent's water was disconnected for failure to pay her monthly water bill. According to Martin, the Respondent went to the Town's offices and presented her bank statement to staff which indicated that she had deposited money into her personal checking account to be applied to her monthly water bill. Martin stated that the Respondent demanded that her water be turned on immediately. Lee Leffingwell, Town Manager directed Martin to reconnect the Respondent's service, notwithstanding that the funds for the delinquent bill had not been received by the Town.

The Complaint alleges that the Respondent continues to use her position for personal gain at the cost of the taxpayers in violation of Section 2-443(a) *Misuse of public office or employment* and (b) *Corrupt misuse of official position* of the Palm Beach County Code of Ethics (the Code).

- **Witness Interviews**

The following persons from the Town of Mangonia Park were re-interviewed during the investigation:

1. Katrina Martin, Deputy Town Clerk
2. Lee Leffingwell, Town Manager

- **Interview: Katrina Martin, Deputy Town Clerk for Town of Mangonia Park**

On July 23, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL. 33407, to interview Katrina Martin, Deputy Town Clerk for the Town of Mangonia Park. The interview was recorded and Martin was placed under oath. No other persons were present during this interview.

I began the interview by asking Martin to explain the situation regarding the Respondent's water service being disconnected. Martin stated on June 28, 2012, she spoke to the Respondent to inform her that her water bill was delinquent and that she needed to submit payment in order to avoid service interruption. According to Martin, the Respondent informed her that the water bill had been paid on-line on Tuesday, June 26, 2012, and then abruptly hung up the telephone. On July 3, 2012, Martin was again contacted by the Respondent regarding an email message that she sent with questions about her billing accounts. Martin stated she informed the Respondent that she did receive her email correspondence and once again informed her that the Town had not received payment for her monthly water bill. On July 5, 2012, the Respondent's water service was disconnected for non-payment in accordance with the Town's policies.

Martin stated that the Respondent contacted Leffingwell directly and demanded that her water be reconnected. According to Martin, she did not witness or hear this conversation directly. Account notes entered by Martin indicate on June 6, 2012, the Respondent came down to the Town offices to speak with Leffingwell regarding her water account. The Respondent provided Leffingwell with a Wells Fargo bank statement from her personal checking account which included a pending charge in the amount of \$100, payable to the Town. Martin stated that Leffingwell directed her to contact Wells Fargo and verify that the funds had been earmarked to be submitted to the Town for payment of the Respondent's water bill. I asked Martin if it was the Town's normal procedure to contact water customer's financial institutions to verify funds. She replied that it was not the normal procedure. Leffingwell advised her that she consulted with the Mayor, and he advised her it was at her discretion as to how the situation would be handled. According to Martin, Leffingwell directed her to reconnect the Respondent's water notwithstanding that fact that the funds had yet to be received by the Town.

I asked Martin, if she had knowledge of any other customer whose services were reconnected without the Town receiving payment. She replied "No, not to her knowledge." According to Martin, the procedure requires the customer to come into the Town offices and make full payment before services will be reconnected. I then asked Martin if there was a reconnection fee, and if so, was the Respondent required to pay the fee. Martin stated that there is a reconnection fee however the Town has not enforced collection. According to Martin, the Respondent was charged a \$25 disconnect fee and a \$25 late charge in addition to the balance of the water bill. I reviewed the Respondent's water bill account statement and it showed a total amount due of \$86.20, which included a \$25 turn on fee and a \$25 late fee. The Respondent's Wells Fargo statement indicates that she paid a total of \$100, which according to

Martin was received on June 8, 2012. The payment in the amount of \$100 fully satisfied the Respondent's delinquent water bill including late charges and additional fees.

As documented in my Inquiry report, Respondent had previously received three consecutive late fee waivers from Leffingwell between December 2011 and February, 2012. Prior to the interview, I asked Martin if she would search the Town's billing records to see if any other water customer had received consecutive late fees waivers from Leffingwell. Martin provided me with Town of Mangonia Park Water Utility Department account statement for Ms. Edna Butler. According to Martin, Ms. Butler is the only other resident who has received three consecutive late fee waivers. A review of Butler's statement shows that she has in fact received several late fee waivers over the past 48 months including a \$75 fee waiver which includes late fee charges for the months of March, April, and May 2011. I asked Martin if she knew the reason for these waivers. She stated that Butler is a friend of the Respondent and that she experienced some medical problems which placed her in the hospital, which in turn resulted in her bills being paid late. I was informed by Martin that following the 2011 municipal election, the Respondent submitted a check in the amount of \$200 to pay Butler's water bill. I was provided with a copy of check #6454 drawn on the personal account of the Respondent in the amount of \$200 payable to Mangonia Water Utility. The following information: 5703 Candlewood (Butler's address) and 2-263 (Butler's water billing account number) appeared in the memo section of the Respondent's check. According to Butler's water billing statement, prior to receiving the payment made by the Respondent, her water billing account was delinquent in the amount of \$348.36.

I then questioned Martin about the Respondent's access to the Town offices when she is conducting personal business. Martin explained that the Respondent enters behind the counter to confront staff with personal issues. When she wants to speak with Leffingwell she comes directly into the offices to discuss her issues. Martin reiterated that other members of the Council do not come in the office and behind the counter to conduct personal business unless they have a scheduled meeting with Sherry Albury, Town Clerk or with Leffingwell.

- **Interview: Lee Leffingwell, Town Manager for Town of Mangonia Park**

On July 23, 2012, I went to the Town municipal offices located at 1755 East Tiffany Drive, Mangonia Park, FL. 33407, to interview Lee Leffingwell, Mangonia Park Town Manager. The interview was recorded and Leffingwell was placed under oath. No other persons were present during this interview.

I asked Leffingwell to explain her reason for reconnecting the Respondent's water before the funds had been received by the Town. According to Leffingwell, she was informed by Katrina Martin that the Respondent's water had been disconnected and that the Respondent had received two notices and a phone call from Martin. Leffingwell stated that she then contacted the Respondent and informed her that she would have to pay her water bill in order to have her services reconnected. According to Leffingwell, the Respondent told her that she did not want to talk about it anymore and that she was going to her bank to get her statement. Leffingwell then said, later that morning, which according to Town records would have been June 6, 2012, the Respondent came into the Town offices and gave her a copy of her (Respondent's) bank statement which reflected a pending charge in the amount of \$100, payable to the Town. I asked Leffingwell where the meeting between she and the Respondent took place. Leffingwell explained that the Respondent handed her the statement at the office counter through the opening in the glass. Leffingwell stated that the Respondent told her to make a copy of the statement and to call the bank. According to Leffingwell, when she returned the Respondent's original copy of the statement, Respondent just walked away from the counter.



Leffingwell stated that she contacted the bank and confirmed that the funds had been earmarked to be submitted to the Town for payment of the Respondent's water bill; however, the Town would not receive the check until the following Wednesday. According to Leffingwell, despite the fact that the funds had not been received by the Town, she did not want to leave the Respondent without water service for almost a week, so she decided to reconnect her water service based on the information received from the bank. I asked Leffingwell if she had done this for any other water customer in the past. She stated that she has never had anyone provide their bank statement as proof of payment; however, she has made special exceptions for other customers but under different circumstances. Leffingwell insisted that her decision to re-connect the Respondent's water was in no way motivated by the fact that the Respondent is a member of the Town Council.

I then asked Leffingwell where she conducts conversations with the Respondent concerning personal matters. She stated that the Respondent often times comes behind the counter to speak with her, however so do other Town residents when they have issues. According to Leffingwell she has an open door policy.

As documented in my initial inquiry report, in a previously recorded sworn statement, Leffingwell claimed that in Respondent's earlier late fee waiver case the late fees continued to roll over and cause additional late fees to be assessed because the initial issue had not been resolved, and that was her motivation for waiving the multiple fees. However, I presented her with an analysis of the actual bills and payments made by the Respondent which clearly indicate that the late fees charged to Respondent's account were a result of repeated non-payment and/or partial payment of her monthly water bills for three consecutive months and were not triggered solely because of earlier late fee assessments. Leffingwell stated that she did not disagree with the analysis and that she had no real explanation for her actions. According to Leffingwell, because the situation had gone on so long and due to the unpleasant nature of the Respondent's interactions with her and her staff, she just wanted the situation to be resolved. I asked Ms. Leffingwell if she felt pressured or intimidated by the Respondent. She replied no. She said that at the time that she reviewed the documentation provided to her by staff, she was unclear about whether or not the late fees were a result of on non-payment. I asked her if she had known that the late fees were the result of non-payment, would she still have waived the late fees. She replied that she would not have done so.

End of interview.

Although there is evidence that the Respondent may have used her position to obtain immediate access to Town staff not otherwise available to the public, the sworn testimony of material witnesses and other information obtained during both the initial inquiry and this investigation fail to provide sufficient probable cause that Councilwoman Greene substantially misused her official position to obtain a financial or corrupt benefit from staff that was not available to other similarly situated residents of the Town. Although extremely rare, a review of Town records revealed that Edna Butler, resident of the Town had also received several late fee waivers to her water utility account. According to Leffingwell, at the time she adjusted the three late fees assessed to the Respondent's account, she was under the impression that the Town had not responded to Respondent's original request for a meter re-read in a timely manner and therefore subsequent late fees were a result of the initial fee and should be waived. Leffingwell insisted that the Respondent did not use her official position to intimidate or influence her to waive the late fees, and that she would have done the same thing for any other similarly situated resident of the Town. Leffingwell also stated she would not have waived the late fees if she had been

aware of the fact that the late fees charged to the Respondent's account were a result of her non-payment and/or partial payment of her monthly water bills for three consecutive months and were not triggered solely because of the earlier contested late fee assessment. However, there is evidence that the Respondent did gain access to Town staff and physical areas of the Town offices in attempting to resolve personal issues related to her water bills. While such action may provide probable cause, such action may not warrant further proceedings under the code.

A review of the documents obtained during the investigation revealed on June 6, 2011 the Respondent paid \$200 towards the water utility account for Butler. However, according to witness testimony, the Respondent and Butler are friends and there is no evidence to substantiate that the payment made by the Respondent was in exchange for a vote, or for any improper official act by Respondent. Additionally, a further accommodation regarding the Respondent's May/June 2012 water bill was ultimately a discretionary act of the Town Manager who affirms that her actions were not predicated on any official action or use of official position by the Respondent.

- **Documents Submitted to File**

1. Water billing system account notes from the Respondent's account 0053-00
2. Email communication date July 3, 2012
3. Town of Mangonia Park Service Order-Meter-Disconnect-Nonpayment-July 5, 2012
4. Town of Mangonia Park Service Order-Meter-Turn On-July 6, 2012
5. Town of Mangonia Park Service Water Bill-July 9, 2012
6. Respondent's Wells Fargo Checking/Savings Account History Statement
7. Town of Mangonia Park Individual Account History-Edna Butler
8. Check #6454 from Respondent to Mangonia Water Utility dated June 6, 2011

- **Applicable Law**

The Following section of the PBC Commission on Ethics Ordinance establishes jurisdiction in this investigation:

**Sec. 2-260. Procedures on Complaints filed.**

Upon a finding of legal sufficiency by the executive director, the commission on ethics shall initiate a preliminary investigation.

- (d) *Preliminary investigation and public hearing.* A preliminary investigation shall be undertaken by the commission on ethics of each legally sufficient complaint over which the commission on ethics has jurisdiction to determine whether there is probable cause to believe that a violation has occurred. If, upon completion of the preliminary investigation, the commission on ethics finds no probable cause to believe that a violation has been committed, the commission on ethics shall dismiss the complaint with the issuance of a report to the complainant and the respondent. If the commission on ethics finds from the preliminary investigation probable cause to believe that a violation has been committed, it shall set the matter for a public hearing and notify complainant and respondent via certified mail, hand delivery, courier. The commission on ethics may conduct such further investigation as it deems necessary, and may enter into such stipulations and settlements as it finds to be just and in the best interest of the citizens of the county. The public hearing provided for in this section shall be held within one hundred twenty

(120) days of the probable cause determination unless extended by the commission on ethics for good cause based on the request of a party or on its own initiative.

**Sec. 2-260.3. Dismissal of complaints.**

Notwithstanding any other provisions of this division, the commission on ethics may, at its discretion: (a) dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, or (b) dismiss any complaint at any stage of disposition and issue a letter of instruction to the respondent when it appears that the alleged violation was inadvertent, unintentional or insubstantial. In the event the commission on ethics dismisses a complaint as provided in this subsection, the commission on ethics shall issue a public report stating with particularity its reasons for the dismissal. The commission on ethics may, at the request of the state attorney or any other law enforcement agency, stay an ongoing proceeding. The commission on ethics shall not interfere with any ongoing criminal investigation of the state attorney or the U.S. Attorney for the Southern District of Florida.

The following portions of the PBC Code of Ethics ordinance are relevant to this Investigation:

**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* ...(Emphasis added)

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

(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:

(1) Himself or herself;

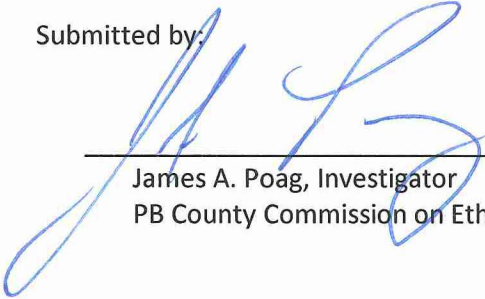
(b) *Corrupt misuse of official position.* An official or employee shall not use his or her official position or office, or any property or resource which may be within his or her trust, to corruptly secure or attempt to secure a special privilege, benefit, or exemption for himself, herself, or others. 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.

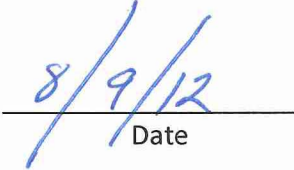
- **Conclusion**

Based on the sworn testimony of material witnesses and other evidence obtained during both the initial inquiry and preliminary investigation, **probable cause** exists to support a violation of §2-443(a) based upon Respondent's access to immediate redress of personal financial grievances in a manner that is not available to other citizens of the Town. However, staff recommends that a **dismissal** be entered and a

**Letter of Instruction** be issued pursuant to §2-260.3 of the COE Ordinance advising Respondent to use greater care in the future so as to avoid obtaining special access to resolve matters involving personal gain, as an elected official, that is not equally available to citizens of the Town.

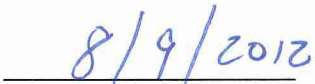
Submitted by:

  
\_\_\_\_\_  
James A. Poag, Investigator  
PB County Commission on Ethics

  
\_\_\_\_\_  
Date

Reviewed by:

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

  
\_\_\_\_\_  
Date

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

To: Commission on Ethics  
From: Megan C. Rogers, Staff Counsel  
Re: C12-004 Respondent: Addie Greene, Town of Mangonia Park Councilwoman

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- **Recommendation**

A finding of PROBABLE CAUSE should be entered and a LETTER OF INSTRUCTION issued 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, Addie Greene, 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 no probable cause is recommended include the following:

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

- **Background**

This matter came to the attention of the Commission on Ethics' staff via a sworn complaint signed on May 31, 2012, by Derrick McCray (Complainant), a local business owner in the Town of Mangonia Park (the Town). Attached to the sworn complaint form addressed to the Palm Beach County Commission on Ethics (COE), was a letter (Complainant Statement) and attached documentation, including Town of Mangonia Park Water Utility Department account statements and copies of several vendor invoices. The Complaint alleged that the Respondent used her official position to receive a special benefit regarding the repair of a broken water pipe on her property as well as several waivers of water utility late fees. The Respondent listed under this Complaint is Addie Greene. Respondent is currently an elected Councilwoman for the Town of Mangonia Park. All employees and officials of the Town are under the jurisdiction of the Commission on Ethics as of June 1, 2011. An initial inquiry was begun after reviewing the Complainant Statement attached to the complaint under case number C12-004, and was completed on July 17, 2012.

On July 20, 2012, the COE Executive Director filed a Memorandum of Legal Sufficiency regarding case number C12-004, only as to issues related to the Respondent obtaining waivers of water utility late fees, and recommending that a preliminary investigation be initiated.

- **Facts**

The Memorandum of Inquiry and the Memorandum of Legal Sufficiency filed under case number C12-004 are incorporated by reference into this Memorandum of No Probable Cause. Both Inquiry and preliminary investigation established that Respondent had received three consecutive late fee waivers for non-payment of her Town water bill. While it was determined that this was contrary to Town policy, there was no written policy involving such waivers and waiver decisions are in the discretion of the Town Manager. Further, on one prior occasion in 2011, three consecutive waivers were given to another Town resident for health reasons. While it was established that Respondent was involved in obtaining the earlier third party waiver, the Town Manager maintained that Respondent did not use her official position to obtain waiver of late fees for either this individual or the Respondent herself. However, the testimony of Town staff members shows that the Respondent secured access and an immediate audience with staff for her personal financial issues related to the late fees in a manner not available to other residents of the Town. The Town's offices are located in a secured location behind a locked door which is not accessible to the public. The public is required to conduct Town business on the opposite side of a glass window which has an opening at its base used as a pass through for documents and currency.

**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;

**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. 2-260.3. Dismissal of complaints.**


Notwithstanding any other provisions of this division, the commission on ethics may, at its discretion: (a) dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, or (b) dismiss any complaint at any stage of disposition and issue a letter of instruction to the respondent when it appears that the alleged violation was inadvertent, unintentional or insubstantial. In the event the commission on ethics dismisses a complaint as provided in this subsection, the commission on ethics shall issue a public report stating with particularity its reasons for the dismissal. The commission on ethics may, at the request of the state attorney or any other law enforcement agency, stay an ongoing proceeding. The commission on ethics shall not interfere with any ongoing criminal investigation of the state attorney or the U.S. Attorney for the Southern District of Florida.



- Conclusion

Based on the sworn testimony of material witnesses and other evidence obtained during both the initial inquiry and preliminary investigation, **probable cause** exists to support a violation of §2-443(a) regarding Respondent's access to immediate redress of personal financial grievances in a manner that is not available to other citizens of the Town. Staff recommends that a **probable cause** finding be entered in this matter. However, staff also recommends a subsequent **dismissal** be entered and a **Letter of Instruction** be issued pursuant to §2-260.3 of the COE Ordinance advising Respondent to use greater care in the future so as to avoid obtaining special access to resolve matters involving personal financial gain, as an elected official, that is not equally available to citizens of the Town.

By:

  
\_\_\_\_\_  
Megan C. Rogers, Staff Counsel  
Florida Bar No. 086555

8/9/2012  
\_\_\_\_\_  
Date

**Individual Account**  
**Town of Mangonia Park-Water Utility Department**  
0001-0049.00, Addie Greene

4/25/2012, 1:18PM

Printed by KATRINA

<b>Account:</b> 0001-0049.00	<b>Opened:</b> 12/31/1972	<b>Billing Cycle:</b> A: 06/30/2011 - 07/29/2011	<b>General Editing Summary:</b> This record was created on 9/07/2000 at 4:40PM by Master. It has been edited 27 times since then. The last editing was performed on 6/15/2011 at 8:04AM by KATRINA.
<b>Number One</b>	<b>Closed:</b> Driver's License:		
<b>Number Two</b>			

**Addresses**

<b>Service/Billing Address:</b> Addie Greene 1617 Boardman Avenue Mangonia Park FL 33407	<b>Address Editing Summary:</b> This record was created on 9/07/2000 at 4:40PM by Master. It has since been edited only once. The last editing was performed on 4/19/2010 at 2:08PM by Christa.
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**Transactions**

<b>06/30/2011</b> Payment New, Automated, From Credit Late Date: 7/21/11	<b>06/30/2011</b> Billing New, Automated, <b>Beg Bal:</b> -30.25 Water 19.38 Tax 1.94 <b>End Bal:</b> -8.93	<b>06/17/2011</b> Payment New, Hand, Check Tracking: 6457 Late Date: 5/21/11	<b>06/03/2011</b> Billing New, Hand, Cash <b>Beg Bal:</b> -20.25 Water 19.38 Tax 1.94 <b>End Bal:</b> 1.07	<b>05/10/2011</b> Payment New, Hand, Check Tracking: 5677 Late Date: 5/21/11
<b>Beg Bal:</b> -8.93 Water 12.37 Tax 1.94 CREDIT -14.31 <b>End Bal:</b> -8.93		<b>Beg Bal:</b> 1.07 Water 19.38 Tax 1.94 CREDIT 10.00 <b>End Bal:</b> -30.25	<b>Beg Bal:</b> -20.25 Water 19.38 Tax 1.94 <b>End Bal:</b> 1.07	<b>Beg Bal:</b> 19.75 Water 19.38 Tax 7.38 CREDIT 13.24 <b>End Bal:</b> -20.25
<b>04/29/2011</b> Payment New, Automated, From Credit Late Date: 5/21/11	<b>04/29/2011</b> Billing New, Automated, <b>Beg Bal:</b> -1.57 Water 19.38 Tax 1.94 <b>End Bal:</b> 19.75	<b>03/31/2011</b> Billing New, Hand, Cash <b>Beg Bal:</b> -31.47 Water 27.18 Tax 2.72 <b>End Bal:</b> -1.57	<b>03/14/2011</b> Payment New, Hand, Check Tracking: 5640 Late Date: 3/21/11	<b>02/28/2011</b> Billing New, Automated, <b>Beg Bal:</b> -41.37 Water 27.18 Tax 2.72 <b>End Bal:</b> -11.47
<b>Beg Bal:</b> 19.75 Water 41.37 CREDIT -41.37 <b>End Bal:</b> 19.75		<b>Beg Bal:</b> -31.47 Water 27.18 Tax 2.72 <b>End Bal:</b> -1.57	<b>Beg Bal:</b> -11.47 Water 20.00 <b>End Bal:</b> -31.47	
<b>02/09/2011</b> Payment New, Hand, Check Tracking: 5628 Late Date: 2/21/11	<b>02/04/2011</b> Payment New, Hand, Check Late Date: 2/21/11	<b>01/31/2011</b> Payment New, Automated, From Credit Late Date: 2/21/11	<b>01/31/2011</b> Billing New, Automated, <b>Beg Bal:</b> -19.20 Water 15.48 Tax 1.55 <b>End Bal:</b> -2.17	
<b>Beg Bal:</b> -21.37 CREDIT 20.00 <b>End Bal:</b> -41.37	<b>Beg Bal:</b> -2.17 CREDIT 19.20 <b>End Bal:</b> -21.37	<b>Beg Bal:</b> -2.17 Water 33.39 Tax 4.84 CREDIT -38.23 <b>End Bal:</b> -2.17		

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM  
 CUSTOMER TRANSACTIONS For 4-2012

TOWN OF MANGONIA PARK  
 12:59:59 - 04/25/2012

Customer Name GREENE, ADDIE Account 0053-00 Route - Meter 01-0053

Transaction Description - ID Number					
AP-Year	Date & Time	Fund - Service	Amount	Running Balance	
<b>Service Address</b> 1617 BOARDMAN AVENUE					
<b>Customer Address</b> 1617 BOARDMAN AVENUE					
<b>City</b>	MANGONIA PARK		State FL	Zip 33407	
<b>Section</b>	NONE				
<b>INITIAL CHARGE</b>					
5-2011	07/06/2011 12:05:13 PM	400 - OVERPAYMENT	-30.25		
				Total for Transaction:	-30.25
<b>CHARGE</b>					
6-2011	07/07/2011 12:50:02 PM	400 - WATER	19.38		
6-2011	07/07/2011 12:50:02 PM	400 - WATER TAX	1.94		
				Total for Transaction:	-8.93
<b>ADJUSTMENT [Auto Distribute] 10023 AUTO DISTRIBUTE</b>					
7-2011	07/22/2011 10:54:48 AM	400 - WATER	-19.38		
7-2011	07/22/2011 10:54:48 AM	400 - WATER TAX	-1.94		
7-2011	07/22/2011 10:54:48 AM	400 - OVERPAYMENT	21.32		
				Total for Transaction:	-8.93
<b>CHARGE</b>					
7-2011	07/29/2011 01:46:56 PM	400 - WATER	17.43		
7-2011	07/29/2011 01:46:57 PM	400 - WATER TAX	1.74		
				Total for Transaction:	10.24
<b>RECEIPT [Overpayment] 100399</b>					
8-2011	08/08/2011 11:06:21 AM	400 - WATER	-17.43		
8-2011	08/08/2011 11:06:21 AM	400 - WATER TAX	-1.74		
8-2011	08/08/2011 11:06:21 AM	400 - OVERPAYMENT	-0.83		
				Total for Transaction:	-9.76
<b>CHARGE</b>					
8-2011	08/31/2011 02:48:10 PM	400 - WATER	19.38		
8-2011	08/31/2011 02:48:11 PM	400 - WATER TAX	1.94		
				Total for Transaction:	11.56
<b>RECEIPT [Overpayment] 100788</b>					
9-2011	09/12/2011 09:19:30 AM	400 - WATER	-12.00		
				Total for Transaction:	-0.44
<b>ADJUSTMENT [Auto Distribute] 10177 AUTO DISTRIBUTE</b>					
9-2011	09/22/2011 08:10:24 AM	400 - WATER	-7.38		
9-2011	09/22/2011 08:10:24 AM	400 - WATER TAX	-1.94		
9-2011	09/22/2011 08:10:24 AM	400 - OVERPAYMENT	9.32		
				Total for Transaction:	-0.44
<b>CHARGE</b>					
9-2011	09/29/2011 02:40:18 PM	400 - WATER	17.43		
9-2011	09/29/2011 02:40:19 PM	400 - WATER TAX	1.74		
				Total for Transaction:	18.73
<b>RECEIPT [Overpayment] 101070</b>					
10-2011	10/03/2011 01:13:39 PM	400 - WATER	-17.43		
10-2011	10/03/2011 01:13:39 PM	400 - WATER TAX	-1.74		
10-2011	10/03/2011 01:13:39 PM	400 - OVERPAYMENT	-0.83		
				Total for Transaction:	-1.27
<b>CHARGE</b>					
10-2011	10/31/2011 02:45:05 PM	400 - WATER	17.43		
10-2011	10/31/2011 02:45:06 PM	400 - WATER TAX	1.74		
				Total for Transaction:	17.90
<b>ADJUSTMENT [Auto Distribute] 10298 AUTO DISTRIBUTE</b>					
11-2011	11/22/2011 10:33:49 AM	400 - WATER	-1.27		
11-2011	11/22/2011 10:33:49 AM	400 - OVERPAYMENT	1.27		
				Total for Transaction:	17.90
<b>CHARGE [Penalty]</b>					
11-2011	11/22/2011 10:43:32 AM	400 - LATE FEE	25.00		

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM  
 CUSTOMER TRANSACTIONS For 4-2012

TOWN OF MANGONIA PARK  
 12:59:59 - 04/25/2012

Customer Name	GREENE, ADDIE		Account	0053-00	Route - Meter	01-0053
Transaction Description - ID Number						
AP-Year	Date & Time	Fund - Service		Amount	Running Balance	
				Total for Transaction:	25.00	42.90
<b>RECEIPT [Partial Payment] 101723</b>						
11-2011	11/23/2011 11:31:01 AM	400 - WATER		-16.16		
11-2011	11/23/2011 11:31:01 AM	400 - WATER TAX		-1.74		
				Total for Transaction:	-17.90	25.00
<b>CHARGE</b>						
11-2011	12/01/2011 12:20:33 PM	400 - WATER		15.48		
11-2011	12/01/2011 12:20:34 PM	400 - WATER TAX		1.55		
				Total for Transaction:	17.03	42.03
<b>CHARGE [Penalty]</b>						
12-2011	12/22/2011 08:34:12 AM	400 - LATE FEE		25.00		
				Total for Transaction:	25.00	67.03
<b>CHARGE</b>						
12-2011	12/30/2011 01:36:29 PM	400 - WATER		15.48		
12-2011	12/30/2011 01:36:30 PM	400 - WATER TAX		1.55		
				Total for Transaction:	17.03	84.06
<b>RECEIPT [Partial Payment] 102118</b>						
1-2012	01/03/2012 02:11:37 PM	400 - WATER		-15.48		
1-2012	01/03/2012 02:11:37 PM	400 - WATER TAX		-1.55		
				Total for Transaction:	-17.03	67.03
<b>ADJUSTMENT 10412 Per TM LL waive customer late fee.KM</b>						
1-2012	01/03/2012 03:06:44 PM	400 - LATE FEE		-25.00		
				Total for Transaction:	-25.00	42.03
<b>CHARGE [Penalty]</b>						
1-2012	01/24/2012 08:37:12 AM	400 - LATE FEE		25.00		
				Total for Transaction:	25.00	67.03
<b>RECEIPT [Partial Payment] 102463</b>						
1-2012	01/30/2012 01:08:28 PM	400 - WATER		-15.48		
				Total for Transaction:	-15.48	51.55
<b>CHARGE</b>						
1-2012	01/31/2012 03:02:19 PM	400 - WATER		17.43		
1-2012	01/31/2012 03:02:19 PM	400 - WATER TAX		1.74		
				Total for Transaction:	19.17	70.72
<b>ADJUSTMENT 10484 LATE CHARGE ADJ Per TM LL waive all late fees.KM</b>						
2-2012	02/03/2012 09:00:24 AM	400 - LATE FEE		-50.00		
				Total for Transaction:	-50.00	20.72
<b>CHARGE [Penalty]</b>						
2-2012	02/22/2012 09:40:43 AM	400 - LATE FEE		25.00		
				Total for Transaction:	25.00	45.72
<b>RECEIPT 102793</b>						
2-2012	02/27/2012 01:37:18 PM	400 - WATER		-17.43		
2-2012	02/27/2012 01:37:18 PM	400 - WATER TAX		-3.29		
2-2012	02/27/2012 01:37:18 PM	400 - LATE FEE		-25.00		
				Total for Transaction:	-45.72	0.00
<b>CHARGE</b>						
2-2012	02/29/2012 02:22:20 PM	400 - WATER		15.48		
2-2012	02/29/2012 02:22:22 PM	400 - WATER TAX		1.55		
				Total for Transaction:	17.03	17.03
<b>RECEIPT 102875</b>						
3-2012	03/07/2012 03:47:58 PM	400 - WATER		-15.48		
3-2012	03/07/2012 03:47:58 PM	400 - WATER TAX		-1.55		
				Total for Transaction:	-17.03	0.00
<b>CHARGE</b>						
3-2012	03/30/2012 12:14:25 PM	400 - WATER		19.38		
3-2012	03/30/2012 12:14:26 PM	400 - WATER TAX		1.94		
				Total for Transaction:	21.32	21.32

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM  
 CUSTOMER TRANSACTIONS For 4-2012

TOWN OF MANGONIA PARK  
 12:59:59 - 04/25/2012

Customer Name GREENE, ADDIE Account 0053-00 Route - Meter 01-0053

Transaction Description - ID Number			Amount	Running Balance
AP-Year	Date & Time	Fund - Service		
<b>RECEIPT [Partial Payment] 103261</b>				
4-2012	04/10/2012 09:05:09 AM	400 - WATER	-19.38	
4-2012	04/10/2012 09:05:09 AM	400 - WATER TAX	-1.85	
		Total for Transaction:	-21.23	0.09
Subtotal for Account 0053-00 :			Portion Past Due:	Total Balance: 0.09

\*\* REPORT EXCLUDES CANCELLED RECEIPTS (CANCEL AND INCORRECT RECEIPT) \*\*



this is on Addie's facebook

COUNCILPERSON ADDIE L. GREENE  
&  
BAR-B-QUE MCCRAY

PALM BEACH COUNTY DEVELOPMENT REGIONS  
... GRANT AGREEMENT  
JUNE 20, 2006

Project Name: McCray's II Backyard BBQ, Inc.  
Location: 1521 - 45th Street, Mangonia Park, Fl 33407  
Performance Goal: Full-time or equivalent jobs to be covered: 7

Funding Sources: Palm Beach County \$ 50,000  
City/CRA \$ 0  
Private (cash/loans) \$ 145,829  
(land purchase) \$ 550,000  
Total Project Cost \$ 745,829

Contact: Derrick McCray Sr., Owner  
2315 Avenue S  
Riviera Beach, Fl 33404

Thanks to every person in Palm Beach County who allowed me to serve them as their former County Commissioner for nine (9) years! As the Councilperson of Mangonia Park, I will continue to keep constituents WELL INFORMED Because of that service, Mr. Derrick McCray became one of the most popular small business owners in Palm Beach County with the help of tax payers dollars! But these funds had strings attached: YOU MUST SIGN AND FOLLOW THE AGREEMENT! There were business owners who used Mr. McCray's property to sell their products on his property during holidays, such as Valentine Day and Mother's Day. This was an opportunity Mr. McCray could have taken to show them how to access county funds to start their own businesses.

We still need more young minority business owners to replace those we lost or were replaced during the construction of City Place, etc. We do not cater to our small business owners because they are so few! Whose fault is that? We find it too difficult to follow rules and regulations that dictate a successful business if they are followed. The days of mediocrity no longer exits! Also, our communities deserve the same kind of service the residents of Boca Raton, Palm Beach and Wellington receive, and nothing less! However, if we accept third class, we deserve third class! The future I foresee for our youth is full of role models whose success mirrors hard work and superiority! Our youth deserve no less! Finally, we need to first learn to read and learn the facts of running a business! We must not continue to be led down the path of empty expectations for our young males. Mr. McCray had seven years and over \$ 700,000 of tax payers funds to show our young men & women how a restaurant owner could become a millionaire just like Mr. Kernel Sanders, Churches Chicken or Blue Heron Steak House. I guess Former Councilperson Peggy Cook and Councilperson Addie L. Greene were the only candidates in Mangonia Park Town who hired Blacks to hold our campaign signs during the March election and paid them with a Bar-B-Q sandwich!

Sincerely,  
Addie L. Greene [See More](#)



# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

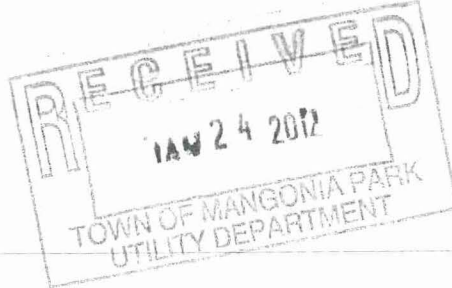
Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date Invoice  
1/22/2012 9247

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



P.O. Number Terms Due Date

Due on receipt 1/24/2012

Qty	Description	Rate	Amount
	SERVICE AT: ADDIE GREENE HOUSE		
10	COMMERCIAL PLUMBING - (2) TECHS FOR (5) HOURS EACH @ SUNDAY OVERTIME RATE OF \$125.00 PER HOUR	125.00	1,250.00
	MATERIAL	38.00	38.00
	- EMERGENCY RESPONSE TO WATER MAIN BREAK NEXT TO ADDIE GREEN HOUSE CALLED IN BY CARLOS (561.255.4250) - UPON ARRIVAL FOUND WATER BUBBLING UP FROM THE GROUND - EXCAVATED AND LOCATED BROKEN WATER LINE - REPAIRED PVC WATER LINE BREAK - BACKFILLED AND CLEANED UP AREA AFTER REPAIR - CLEAN UP UPON COMPLETION OF REPAIR		

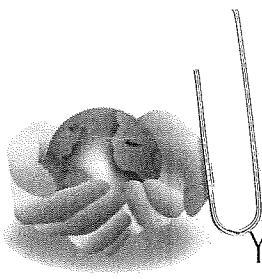
SERVICE TECHS: MICHAEL & RAUL  
ENTERED BY: YG

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

**Total** \$1,288.00

**Payments/Credits** \$0.00

**Balance Due \$1,288.00**



Complete  
Environmental Solutions

AIR CONDITIONING & MORE . . .

Your World is Safe in Our Hands

# Invoice

Date	Invoice #
12/7/2011	12947

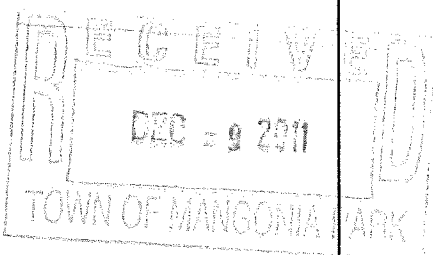
**Bill To:**

Town of Mangonia Park  
Attn: Sherry Albury  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

**Ship To:**

Town of Mangonia Park  
Attn: Sherry Albury  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

Complete Environmental Solutions  
1700 Park Lane South, Suite 7  
Jupiter, FL 33458

Item	Quantity	Description	Rate	Amount
Service Call		Standard Service Call - replaced t-stat guard in council room chambers / had been pulled off wall	120.00	120.00
Discount		15% discount for SEA customer	-18.00	-18.00
				
<b>Florida State Certified Mechanical Contractor CMC1249953</b>			<b>Payments/Credits</b>	\$0.00
			<b>Balance Due</b>	\$102.00

Phone #  
561-747-2862

E-mail  
info@CompleteEnviroSolutions.com

Web Site  
www.completeenvirosolutions.com

**C12-004-Addie Green**  
**Water Bill Time Line**

10/31/2011: Ms. Green was billed \$19.17 for monthly service

11/22/2011: Overpayment amount of \$1.27 applied to monthly bill. Total amount of \$17.90 now past due.

11/22/2011: Automatic late fee of \$25.00 assessed to Ms. Green's account. Total amount due \$42.90.

11/23/2011: Late payment received in the amount of \$17.90. Ms. Green did not pay late fee of \$25.00, this charge remained due on the account.

12/01/2011: Ms. Green was billed \$17.03 for monthly service. Total amount of the bill including previous late fee was \$42.03.

12/22/2011: Automatic late fee of \$25.00 assessed to Ms. Green's account. Total amount due \$67.03.

12/30/2011: Ms. Green was billed \$17.03 for monthly service. Total amount due including two previous late fees \$84.06.

**Note: Ms. Green failed to pay her water bill for the month of December.**

01/03/2012: Late payment received in the amount of \$15.48. Ms. Green did not pay the full amount of the bill nor did she pay any of the previously assessed late fees. Total amount due \$67.03.

01/03/2012: Late fee adjustment per Lee Leffingwell in the amount of \$25.00. Total amount due \$42.03.

01/24/2012: Automatic late fee of \$25.00 assessed to Ms. Green's account. Total amount due \$67.03.

01/30/2012: Late payment received in the amount of \$15.48. Ms. Green did not pay the full amount of the bill nor did she pay any of the previously assessed late fees. Total amount due \$51.55.

01/31/2012: Ms. Green was billed \$19.17 for monthly service. Total amount due including two previous late fees and remaining balance of two previous bills \$70.72.

02/03/2012: Late fee adjustment per Lee Leffingwell in the amount of \$50.00. Total amount due \$20.72.

02/22/2012: Automatic late fee of \$25.00 assessed to Ms. Green's account. Total amount due \$45.72.

02/27/2012: Payment received in the amount of \$45.27

SERVICE ORDER - TOWN OF MANGONIA PARK

100241

0053

1617 BOARDMAN AVENUE

11/08/11

LEAK - METER BOX

SERVICE ORDER # 100241

STATUS: ACTIVE

Created 11/08/11 10:02:08 AM Originated By KATRINA  
Required By 11/08/11 12:00 PM Modified By KATRINA  
Completed Fee Status NONE

Assigned To WILLIE REED, LPO  
Approved By  
Amount 0.00

Requestor: ADMINISTRATION

UTILITY BILLING CUSTOMER INFORMATION:

Account: 0053-00  
Rt-Meter: 01-0053  
Service Address: 1617 BOARDMAN AVENUE  
Name: GREENE, ADDIE  
Address: 1617 BOARDMAN AVENUE  
Subdivision:  
Block: Lot:

METER INFORMATION:

Id: 57095256 B  
Brand:  
Size: 5/8  
Reading:0  
Rd Date:10/28/11  
MXU Id: 14164408 B  
Serial: 64251437  
Comment:

SERVICE ORDER TYPE: LEAK - METER BOX

LEAK ON CITY SIDE NO

LEAK ON CUSTOMER SIDE NO

IF CUSTOMER SIDE, WAS CUSTOMER NOTIFIED? yes / no

CUSTOMER NOTIFIED:

       VERBALLY

NO LEAK DETECTED

       DOOR HANGER

       OTHER, PLEASE EXPLAIN

METER READING WHEN CHECKED: 593068

DATE: 11/10/11

MATERIALS

REQUIRED: \_\_\_\_\_

WORK PERFORMED BY: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_

Account	Customer Name	Service Address	Status
0039-00	STRINGER, BETTY	4950 JEFFERY AVENUE	ACTIVE
	Comments:	7/27/2011 Called customer mom stated she will have her call back once she returns back home.KM 8/3/2011 Spoke to customer mom Betty is out of town will return 8/5/2011.KM 8/10/11 Spoke with customer will make payment on 8/11/2011.KM	
0046-00	WYATT, AUDREY	1601 CRANDON AVENUE	ACTIVE
	Comments:	Customer request ext until 10/31/2011.KM	
0048-00	BLACKSHEAR, RACQUEL	1605 BOARDMAN AVENUE	ACTIVE
	Notes:	10/28/2011 Customer current read 36800 is lower than July, Aug, & Sept read, cust was over charge 5000 gallons adjust cust account to show correct read and show credit of 5000 gallons.KM 9/28/2011 Customer current read 35182 is lower than previous month read 66224. Customer was billed for basic rate only.KM 8/31/2011 Estimated customer bill dog loose unable to get a read.KM	
0049-00	STEWART, ALBERT	1600 CRANDON AVENUE	ACTIVE
	Comments:	7/28/11 Mrs. Stewart requested that we not disconnect her. she will drop pymnt in dropbox. (cjs)	
	Notes:	7/28/11 Mrs. Stewart requested that we not disconnect her. she will drop pymnt in dropbox. (cjs)	
0053-00	GREENE, ADDIE	1617 BOARDMAN AVENUE	ACTIVE
	Comments:	6/28/12 Spoke to cust she stated bill was paid online on Tuesday and hung up phone.KM 11/23/11 Spoke with customer regarding late fee and work order per Lead Operator Willie Reed no leak found , Customer advise me she wasn't notified also shes not paying late fee.KM 12/28/11 Spoke to cust states she didn't pay late fee because work order was issued she was never aware of results there for she didn't pay her waterbill.KM 1/3/2012 Per TM LL waive \$25.00 late fee also provide customer with copies of work order and any additional information regarding account.KM 2/3/2012 Per TM LL waive all late fees.KM	
0055-00	HALL, TONYA	1701 BOARDMAN AVENUE	ACTIVE
	Comments:	3/16/12 Cust request ext until 4/3/12 late fee will be paid on next bill.KM 4/23/12 Cust request ext until 5/1/12.KM	
0055-01	SHUCEREA, TONEY	1701 BOARDMAN AVENUE	ACTIVE
	Comments:	OLD GAS METER ID: 64251358 OLD METER ID: 57095177 B OLD MXU ID: 100173837 B A	
0057-00	DECKER, ANN MARIE	1709 BOARDMAN AVENUE	ACTIVE
	Comments:	11/29/11 Called customer phone number has been disconnected.KM	
0059-00	WEBB, DAWAYNE	1609 EAST PLACE	ACTIVE
	Comments:	12/12/2011 Per TM Manager Leffingwell don't charge customer late fee and customer is make a payment of \$39.35 on 12/12/2011 and the balnce on 12/26/2011.KM	
0061-00	POWELL, JAMES	1608 PAXTON AVENUE	ACTIVE
	Comments:	6/4/2012 Per RJ/DJ/JWR replaced customer meter with new lperl meter, old meter#64251372,register#60637839 and mxu#14505791.KM	
0062-00	CHANDLER, CAMILLE	1612 PAXTON AVENUE	ACTIVE
	Comments:	7/2/12 Severe leak under house next to hisa bibb, need to call a plumber right away per WR.KM 6/4/2012 Per DJ/R/JWR replaced customer meter to new lperl meter, cust old meter#64251371 and register#57095190.KM	
0067-00	LYNN-IVORY, HENRIETTA	5350 JEFFERY AVENUE	ACTIVE
	Comments:	4/27/12 customer called cannot get in by 4:00 pm will put in drop box over the weekend. (cjs)	
0067-01	APOGEE TEAM REALTY	5350 JEFFERY AVENUE	ACTIVE
	Comments:	OLD GAS METER ID: 64251378 OLD METER ID: 57095197 B OLD MXU ID: 14505485 B A	
0067-03	HOME MAKERS OF SOUTH FLORIDA LLC	5350 JEFFERY AVENUE	ACTIVE
	Comments:	OLD GAS METER ID: 64251378 OLD METER ID: 57095197 B OLD MXU ID: 14505485 B A	
0070-01	HOME RUN REAL ESTATE	5351 JEFFERY AVENUE	ACTIVE
	Comments:	OLD GAS METER ID: 64251419 OLD METER ID: 57095238 B OLD MXU ID: 100167772 B A	


**From:** LEE LEFFINGWELL <lleffingwell@townofmangoniapark.com>

**To:** kmartin@townofmangoniapark.com

**Cc:**

**Date:** Thursday, January 05, 2012 09:57 am

**Subject:** Fwd: From Addie

**Attachments:**  --static--liam\_sitting\_bottomleft.jpg (12KB)

**Lee Leffingwell**

Town Manager  
Town of Mangonia Park, FL  
(561) 848-1235

-----Original Message-----

**From:** LEE LEFFINGWELL [mailto:lleffingwell@townofmangoniapark.com]  
**Sent:** Thursday, January 5, 2012 09:53 AM  
**To:** 'addie greene'  
**Subject:** Re: From Addie

Good Morning, Ms. Greene,  
We took off the late charge for the October bill, and explained the total charges on the November bill. We all met with you in November and printed out the billing history for you. You said you would get back with us at the time. I spoke with you on November 10th, Thursday on unrelated matters and again on November 18th, Friday. We did not discuss the water bill on either occasion. There are always at least two staff members in the office. We always answer customers questions and concerns, and treat everyone with curtesy and professional demeanor. When you pay your December bill, everything should be taken care of. Have a good day and stay warm!  
Lee

**Lee Leffingwell**

Town Manager  
Town of Mangonia Park, FL  
(561) 848-1235

-----Original Message-----

**From:** addie greene [mailto:acomnish7@att.net]  
**Sent:** Tuesday, January 3, 2012 07:12 PM  
**To:** lleffingwell@townofmangoniapark.com  
**Subject:** Re: From Addie

I appreciate your reply; however, why do I still owe a late fee for November? I constantly called several times in November attempting to settle this bill, but either no one was available, out to lunch, absent, etc. I am finally getting it settled, but the late fee just won't disappear :)  
Addie

**From:** LEE LEFFINGWELL <lleffingwell@townofmangoniapark.com>  
**To:** addie greene <acomnish7@att.net>



**Sent:** Tue, January 3, 2012 3:01:11 PM  
**Subject:** Re: From Addie

Ms. Greene,

Willie Reed checked for leaks on 11/10/11, and found no leaks. We are providing you with copies of everything we pulled from our files. We are removing the \$25.00 late charge from the October bill, which would have appeared on the November bill. This will leave you with a balance of \$42.03 (\$17.03 for December's bill and \$25.00 late fee for November). Hope this will correct your concerns. Have a great day!

Lee and Trina

**Lee Leffingwell**  
Town Manager  
Town of Mangonia Park, FL  
(561) 848-1235

-----Original Message-----

**From:** addie greene [mailto:acommish7@att.net]  
**Sent:** Tuesday, January 3, 2012 01:17 PM  
**To:** lleffingwell@townofmangoniapark.com  
**Subject:** Re: From Addie

Lee, the question was not over- use. The question was whether I had used water to irrigate my lawn. I stated to Trena that I had a well. I was told an employee would check for a leak since Trena did not realize I had a well. I have waited to hear from someone in reference to my leak! After hearing from no one, I called Trena, and she told me she had to speak to use as to the removal of the late fee and the wataer leak. Therefore, my concern is why the late fee is remaining when no one has stated there was or was not a water leak. I feel it is a waste of your time and mine to go back over past bills when that is not the question. Please advise.

Addie

---

**From:** LEE LEFFINGWELL <lleffingwell@townofmangoniapark.com>  
**To:** addie greene <acommish7@att.net>  
**Sent:** Tue, January 3, 2012 10:02:01 AM  
**Subject:** Re: From Addie

Good Morning Ms. Green,  
Happy New Year to you as well!  
Yes, I believe I can answer your questions.  
If you can stop by that would be fine, although it's cold out.

I have a print out of your bill and charges that might be better to look over. We have completed research on your billing questions, for the last two years and there is no excessive use shown. Please let me know when you can stop by.

Regards,  
Lee

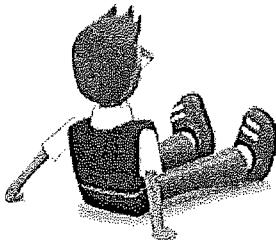
**Lee Leffingwell**  
Town Manager  
Town of Mangonia Park, FL  
(561) 848-1235

-----Original Message-----

**From:** addie greene [mailto:acomish7@att.net]  
**Sent:** Sunday, January 1, 2012 01:10 PM  
**To:** 'lee leffingwell'  
**Subject:** From Addie

Lee, "Happy New Year! Would you please let me know what I need to do to discuss the reason I have not paid the late fee of \$25.00 the town keeps placing on my water bill. You are welcome to call me at home at 845-0847 to make it more convenient for you, or I may come to your office if you desire.

Thanks,  
Addie



Copyright © 2008 Y! or Inc. All rights reserved.

I really appreciate your repl; however, why do I owe a



Town of Mangonia Park, Florida

UTILITIES DEPARTMENT

1755 East Tiffany Drive, Mangonia Park, FL 33407

561.848-1235 (FAX) 561.848-6940

[utilitiesmp@bellsouth.net](mailto:utilitiesmp@bellsouth.net)

*Spoke with  
2/2/12*

*will  
take  
off  
late  
charge.  
L.S.*

January 31, 2012

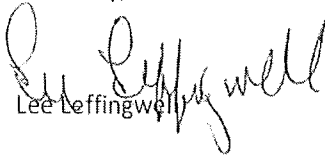
Addie Greene  
1617 Boardman Avenue  
Mangonia Park, FL 33407

Re: Utility Account #0053-00

Please be advised that your account, as referenced above reflects a past due balance of \$51.55. We previously provided you with a breakdown of your charges (see attachment) referencing the months of October, November and December 2011.

Please remit the past due balance to avoid an interruption in your service. If you have any questions, please do not hesitate to contact me at (561) 848-1235.

Sincerely,

  
Lee Leffingwell

Mangonia Park, Florida, Code of Ordinances >> Chapter 26 - UTILITIES >> ARTICLE III. - WATER AND WASTEWATER RATES AND CHARGES; BILLING PROCEDURES >>

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**ARTICLE III. - WATER AND WASTEWATER RATES AND CHARGES; BILLING PROCEDURES**

Sec. 26-75. - Connections to town water or wastewater service; deposit.

Sec. 26-76. - Water and wastewater rates and charges established.

Sec. 26-77. - Rates to meet certain costs.

Sec. 26-78. - Plant capacity charges impact fees.

Sec. 26-79. - Billing dates.

Sec. 26-80. - Late payment charges.

Sec. 26-81. - Disconnection for nonpayment; reconnection charges.

Sec. 26-82. - Procedure for termination of services for nonpayment of bills; notice and opportunity to be heard; authority to adjust charges in appropriate cases.

Sec. 26-83. - Lien for unpaid water service and wastewater service charges; notice of lien to consumer; public hearing; recording of lien in public records of county; foreclosure of lien.

Secs. 26-84—26-94. - Reserved.

**Sec. 26-75. - Connections to town water or wastewater service; deposit.**

- (a) Any person desiring to use water and/or wastewater services supplied by the town shall file a written application describing the property where the service shall be installed, the size of connection desired, and all other pertinent information.
- (b) All materials and labor used, exclusive of meter, when making any connection, shall be charged at cost to the person applying for the service.
- (c) Each developer, owner, builder, or other person who purchases land or realty for the purpose of development shall be responsible for the design and installation of the complete utility system within their development, project, building or other structure as necessary to connect same to the town's system. "Complete utility system" shall include all component parts of a wastewater collection system or water distribution system, and appurtenant facilities, as shown upon the approved design drawings of such development, project, building, or other structure.
- (d) Whenever any person desires to secure service beyond the present limits of the town's water or wastewater system, and for such purpose they have water or wastewater lines and/or facilities constructed or otherwise extended, such person shall make written application to the town stating the kind of service desired, the purpose for which such service is required, and giving their location and a definite description of the property where the services are to be rendered, and such other further information that may be required by the town. All materials and labor used, exclusive of meter, when making any connection, shall be charged to the person applying for the service.
- (e) Any person desiring the provision of water or wastewater service from the town's system shall grant or cause to be granted to the town and without cost to the town all rights, easements, permits, and privileges which are necessary for the rendering of such service.
- (f)

Applicants for such service shall be required to deposit with the town clerk the deposit fee established by the most recent fees and charges resolution adopted by the town council. A receipt will be given for the amount by the town clerk. Such deposit will be refunded when it is requested that service be discontinued unless such deposit has been applied to the customer's account due to delinquency. The town council, by resolution, may authorize an additional deposit by persons whose accounts are repeatedly delinquent.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-76. - Water and wastewater rates and charges established.**

- (a) The town shall, by resolution, establish reasonable rates to be charged the consumers of the water and wastewater service. Reasonable classifications of consumers may be established so long as the classifications are not arbitrary or discriminatory and so long as the rates apply similarly to all within a class under like conditions. Service provided to consumers outside the town corporate boundaries shall be charged a surcharge in accordance with Chapter 180, Florida Statutes.
- (b) The water rates and charges in the town, as well as the wastewater rates and charges in the town, shall be established and amended, as necessary from time to time, by resolution of the town council. In addition to water and wastewater rates and charges, this service charge resolution shall also include related fees and charges such as fees to turn water service on and off; minimum charge for residential and commercial ERC's; rates for new and/or additional installation; deposit amounts for new service; surcharge deposit for delinquent customers; amount charged for late fees; plant capacity charges; etc.
- (c) All rates established by the fees and charges resolution shall be adjusted on an annual basis by an amount equal to fifty (50) percent of the all-urban consumer price index (CPI). The index as of May shall be the basis for the annual adjustment, which shall be effective October 1 of each year. The maximum CPI increase shall be limited to ten (10) percent.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-77. - Rates to meet certain costs.**

The rates charged by the town shall be sufficient to meet the cost of providing the services and must, at all times, be sufficient to meet the obligations of the town which are payable from the water and wastewater revenues, including water and wastewater related bonds.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-78. - Plant capacity charges impact fees.**

- (a) In addition to the meter installation charges, the town of Mangonia Park additionally requires that all new water and wastewater system users pay a fair charge of the capital costs of expansion and improvement incurred through their new use.
- (b) In order to defray costs of expansion and improvements to meet the increased demand which additional connections to the water and wastewater system creates, a plant capacity charge shall be assessed for each new user. The charges assessed shall be reasonably related to the impact to the utility plant created by the additional connections to the system. The amount of the plant capacity charges shall be set by resolution of the town council after review of competent evidence substantiating same submitted by the town engineer or other consultant having expertise in the field.
- (c)

These fees shall be payable prior to the issuance of the building permit or as stipulated in the developer agreement for new structures and/or additions to existing structures where additional water and/or wastewater service is required.

- (d) Funds collected through the assessment of plant capacity charges shall be restricted in use and placed in a restricted account created solely for the fair share contribution fees, and shall be expended solely for the purpose of meeting the capital costs of the increased demand which additional connections to the system create.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-79. - Billing dates.**

- (a) The town reserves the right to render utility bills at such times and with such frequency as best meets its requirements, and to vary these dates and frequencies with different patrons, in accordance with the amounts of their bills or for other reasons.
- (b) The town shall, so far as practicable, render bills at least once a month based on the schedule of charges set forth in the most recent resolution.
- (c) All bills are to be considered net, and become due and payable within fifteen (15) days from the date of billing.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-80. - Late payment charges.**

- (a) Any utility bill not paid within twenty-one (21) days from the date of invoice shall bear a late payment charge, the amount of which shall be established by the town council by resolution. The late charge shall commence twenty-one (21) days after date of invoice and shall continue to be applied monthly until the unpaid balance is satisfied in full.
- (b) The late charge is in addition to the town's right to discontinue and/or not provide utility service until the account is made current, as provided in section 159.18(1), Florida Statutes, as amended.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-81. - Disconnection for nonpayment; reconnection charges.**

- (a) If any utility bill shall not be paid within twenty-one (21) days from the original date of billing, service may be disconnected.
- (b) Whenever service is disconnected in accordance herewith, reconnection to the service shall require the payment of any and all charges owed together with such reconnection charges that may be established by resolution of the town council.

*(Ord. No. 99-3, § 3, 3-16-99)*

#### **Sec. 26-82. - Procedure for termination of services for nonpayment of bills; notice and opportunity to be heard; authority to adjust charges in appropriate cases.**

- (a) Neither water service nor wastewater service shall be terminated by the town unless notice and the opportunity to be heard is first given to the consumer of the property served. The consumer shall be the person to whom the monthly utility service bills are mailed at the address used by the town for billing purposes.
- (b)



Written notice of the date and conditions of termination shall be placed on the consumer's monthly bill and shall state thereon that the consumer shall have the right to appeal by notifying the town within ten (10) days of the proposed termination date.

- (c) Notice of the town's termination policy shall be mailed to all consumers currently receiving utility service from the town. Notice of the termination policy shall be distributed to each new consumer when a deposit is placed to contract for utility services with the town.
- (d) The notice shall advise the consumer of the grounds for termination and shall state the date on or after which termination will occur, the service to be terminated and the fee to reinstate the service after termination.
- (e) The notice shall afford the consumer ten (10) days within which to notify the town of any complaint giving rise to the nonpayment of a utility/waste removal service charge. The identity and manner of contacting the appropriate town official to handle the complaint shall be provided, including telephone number, business address, and business hours. A complaining consumer shall be given the opportunity to discuss the complaint with an appropriate town official at the consumer's convenience at an informal hearing. Hearings scheduled for such purpose shall be held within ten (10) days of the request therefor at the office of the appropriate town official and during business hours. The appropriate town official, as designated by the town administrator, shall have the authority to adjust water, wastewater and waste removal charges in those cases where the complaints are well-founded and adjustments are appropriate in the interest of justice and fairness.
- (f) The consumer shall be notified of the results of the hearing either at the conclusion of the hearing or by mail within a reasonable time after the hearing and prior to the utility's termination date.
- (g) Any amounts owed the town shall be specifically stated, and any adjustments in the consumer's bill shall be specified with the reason for the adjustment stated.
- (h) If the unpaid bill is not paid within the time specified in the original notice of termination, service may be terminated.

*(Ord. No. 99-3, § 3, 3-16-99)*

**Sec. 26-83. - Lien for unpaid water service and wastewater service charges; notice of lien to consumer; public hearing; recording of lien in public records of county; foreclosure of lien.**

- (a) Unpaid water, wastewater, and waste removal service charges shall become a lien against the property served as hereinafter provided.
- (b) The director of utilities, or his designee, shall send by certified mail, a notice to the consumer at the account name and address, and to the owner of the property, if different, at the address shown on the county's ad valorem tax rolls, of the delinquency and amount of nonpayment of water, wastewater and/or waste removal service charges. The owners, tenants or lessees shall be severally and jointly responsible for water, wastewater and/or waste removal service charges.
- (c) The notice shall specify the delinquent billings, individual and total, and shall notify the consumer and/or owner that the delinquency must be paid within thirty (30) days from the date of the notice.
- (d) Unless within such thirty (30) days the consumer and/or owner pays the amount of the delinquency or files an appeal by notifying the appropriate town official in writing of his complaint and requesting a public hearing before the town council, the town council shall, by resolution, impose a lien on the subject property in the amount of the delinquency.

- (e) If a public hearing is requested in a timely fashion, such hearing shall be held no more than thirty (30) days from the request therefor.
- (f) At the public hearing, any person shall have an opportunity to speak regarding the justice or fairness of the assessment of the lien or the amount of the delinquency.
- (g) After such public hearing, the town council may, by the adoption of a resolution levying such charges, assess against the property served a lien in the amount of the delinquency then outstanding, or in such lesser amount as the town council shall decide is just and fair. The date of adoption of the resolution shall be the date of the levy of the assessment. Assessments shall be due on the date of levy and shall become delinquent thirty (30) days thereafter.
- (h) Assessment liens levied in this manner shall be filed in the office of the town clerk as a lien against the property prior, and prior in dignity, to all other liens against the property, save and except a lien for taxes. The town clerk shall cause the liens to be recorded in the public records of Palm Beach County, Florida, by the recording of the resolution levying the assessments.
- (i) The assessments shall bear interest at the rate of ten (10) percent per annum from the date of delinquency as provided in the resolution. The assessment shall be subject to foreclosure if not fully paid within three (3) years of the date of delinquency. The liens shall be foreclosed in the same manner in which mortgage liens are foreclosed.

*(Ord. No. 99-3, § 3, 3-16-99)*

**Secs. 26-84—26-94. - Reserved.**

**RESOLUTION NO. 07-01**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MANGONIA PARK, FLORIDA, ADOPTING A REVISED SCHEDULE OF FEES AND CHARGES FOR THE PROVISION OF WATER AND WASTEWATER SERVICES, AND FOR PLANT CAPACITY RENDERED BY THE TOWN OF MANGONIA PARK FOR ITS CITIZENS AND OTHER MEMBERS OF THE PUBLIC; PROVIDING THAT THIS REVISED SCHEDULE OF FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AND EFFECTIVE DATE; AN FOR OTHER PURPOSES.

**WHEREAS**, the Town Council of the Town of Mangonia Park, Florida, desires to adopt a revised schedule of fees and charges relating to the provision of water and wastewater services, and for plant capacity rendered by the Town for the citizens of the Town of Mangonia Park and for other members of the public; and

**WHEREAS**, the Town Council desires to incorporate all such fees and charges assessed in accordance with Chapter 26. Utilities. Article III Water and Wastewater Rates and Charges; Billing Procedures. of the Town Code of Ordinances into one comprehensive revised fee schedule; and

**WHEREAS**, the Town Council desires to make certain the schedule of fees and charges is available for inspection such that any member of the public may be aware of the cost of each and every service provided by the Town Department of Utilities.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MANGONIA PARK, FLORIDA, THAT:**

Section 1: The Town Council of the Town of Mangonia Park, Florida, hereby officially adopts the Schedule of Fees and Charges attached hereto as "Exhibit A" and made part hereof as if fully set forth herein. This Schedule of Fees and Charges shall replace and supercede any previously adopted schedule of fees and charges.

Section 2: This duly adopted Schedule of Fees and Charges shall be available at the Town Hall for inspection by the public during normal business hours.

Section 3: This Resolution shall take effect immediately upon its adoption by the Town Council.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of February, 2007.

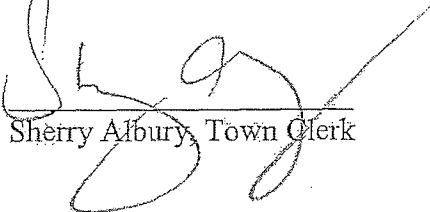
TOWN OF MANGONIA PARK



WILLIAM H. ALBURY, III, MAYOR

(SEAL)

ATTEST:



Sherry Albury, Town Clerk

EXHIBIT "A"

TOWN OF MANGONIA PARK

WATER AND WASTEWATER UTILITIES FEES AND CHARGES

1. Monthly Water and Wastewater Rates

A. Residential Service Rate Schedule

Rates for Water and Wastewater service in private residences and individually metered apartment units.

- 1) Water Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
5/8" or 3/4"	\$ 11.58
1"	19.29
Larger than 1"	Same as General Service – See subparagraph 1.C.

- 2) Water Service – Usage is the monthly charge for each 1,000 gallons of metered water consumption as follows:

Usage	Rate/1,000 Gallons
Per 1,000 Gallons	\$1.95

- 3) Wastewater Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
All sizes	\$17.19

- 4) Wastewater Service Usage – The monthly charge for wastewater service based on each 1,000 gallons of metered water consumption

Usage	Rate/1,000 Gallons
Per 1,000 Gallons	\$3.53

Wastewater service usage charges shall be capped at a maximum monthly charge of \$42.36.

Base Facilities Charges listed above shall apply to all private residences and individually metered apartment units unless permanently disconnected from water/wastewater system.

- 5) Wastewater Only Service – The monthly charge for those structures which may be connected to the wastewater system and not the water system shall be \$35.30 per month.

**B. Multi-Family Apartments serviced through a single or multiple master meters**

- 1) Water Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
3"	\$123.35
4"	192.73
6"	385.46

- 2) Water Service Usage – The monthly charge for water service based on each 1,000 gallons of metered water consumption as follows:

Usage	Rate/1,000 Gallons
Per 1,000 Gallons	\$1.95

- 3) Wastewater Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
3"	\$275.00
4"	429.66
6"	859.40

- 4) Wastewater Usage – The monthly charge for wastewater services based on each 1,000 gallons of metered water consumption as follows:

Usage	Rate/1,000 Gallons
Per 1,000 Gallons	\$3.53

C. **General Service Customers or all other customers not classified as either single family or multi-family**

- 1) Water Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
5/8" or 3/4"	\$11.58
1"	19.43
1-1/2"	38.55
2"	61.66
3"	123.35
4"	192.73
6"	385.46

- 2) General Water Service Usage is based on each 1,000 gallons of metered water consumption, as follows:

Usage	Rate/1,000 Gallons
Per 1,000 Gallons	\$1.95

- 3) General Wastewater Service – Base Facilities Charge is a minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
5/8" or 3/4"	\$25.78
1"	42.98
1-1/2"	85.95
2"	137.51
3"	275.00
4"	429.71
6"	859.40

- 4) General Wastewater Usage is based on each 1,000 gallons of metered water consumption as follows:

Usage	Rate/1,000 Gallons
Per 1,000 Gallons	\$3.53

Water and Wastewater Base Facilities Charges listed above shall apply to all general service units whether occupied or not.



- 5) Wastewater Only Service – The monthly charge for those General Service customers who may be connected to the wastewater system and not the water system shall be determined on a case-by-case basis.

2. Deposits

Single Family .....	\$100
Multi-Family .....	\$100

General Service

5/8" or 3/4" meter .....	\$125.00
1" meter.....	\$175.00
1-1/2" meter .....	\$500.00
2" meter.....	\$1,000.00
3" meter.....	\$2,000.00
4" meter.....	\$5,000.00
6" meter.....	\$7,000.00

3. Interest on Deposits

Annual rate of interest accrued per annum will appear as a credit on the last bill in each fiscal year.

4. Dishonored Checks

\$25.00 or 5% on the face amount on the check, whichever is greater.

5. Customer Service Charges

Meter turn-off; close out of account

During business hours.....	\$25.00
Non-business hours.....	\$75.00

Meter turn on or turn-off; customer request (vacation)

During business hours.....	\$25.00
Non-business hours.....	\$75.00

Meter turn-off or turn-off; for non-payment

Once within 15 months

Turn off.....	\$25.00
Turn on.....	\$25.00

Twice within 15 months

Turn off.....	\$25.00
Turn on.....	\$30.00

Three or more times within 15 months

Turn off.....	\$35.00
Turn on.....	\$40.00

(plus increase in utility deposit to current deposit requirements)

6. Late Payment Penalty

\$25.00 or 1% of the previous balance per month, whichever is greater.

7. Meter Re-read

\$10.00 deposit/refundable if the reading was incorrect.

8. Tampering with Turned-Off Services

Removal Charge.....	\$50.00
Re-installation charge .....	\$50.00

Destruction of meter related equipment

1. Assessment for replacement of meter or meter related equipment
2. A minimum of \$100.00 administrative charge per occurrence.

9. Meter Testing

5/8" or 3/4".....	\$30.00
1" or 1-1/2".....	\$40.00
2" or over .....	\$60.00

10. Meter Installation

5/8" or 3/4".....	\$250.00
1" meter.....	\$525.00

1-1/2" meter .....	\$860.00
2" meter .....	\$1,140.00
3" or over .....	(provided and installed by consumer)

11. Surcharge – Customers Outside the Town

25% surcharge on monthly rates, fees, and charges.

12. Surcharge on Deposits for Delinquent Customers

Customers whose payment is delinquent more than two (2) consecutive times during any six (6) month period, or more than three (3) times during any twelve (12) month period, shall be required to pay all past due charges plus an additional 50% surcharge on their deposits in order to restore service.

13. Plant Capacity Charges

All prospective new users of the Town's water or wastewater system (utility system) shall pay plant capacity charges in order to secure water treatment plant and distribution system capacity and wastewater collection, transmission, treatment and disposal capacity to serve their property. Plant Capacity Charges shall be paid for each Equivalent Residential Connection (ERC) as follows:

Water	\$600.00 per ERC
Wastewater	\$315.00 per ERC

An ERC is a factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose, the ADF of one (1) ERC is estimated to be three hundred fifty (350) gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by three hundred fifty (350) GPD. A residential, commercial or industrial consumer may require a large number of GPD than three hundred fifty (350) depending upon water demand characteristics. In any event, a single five-eighths-inch (5/8") meter or a single dwelling unit represents one (1) ERC, as a minimum. *All prospective non-residential users shall provide the Town with their projections of water use whereby the number of ERC's can be determined. Should such data not be available, the Town will use the following equivalence table to determine the plant capacity charges:*

Meter Size	ERC's Assigned
5/8" or 3/4"	1.00
1"	2.50
1-1/2"	5.00
2"	8.00

*Any development requiring a water meter size greater than 2-inch shall furnish projected average daily water demands and the number of ERC's shall be determined based on the data furnished to the Town.*

*When calculating the number of ERC's, all fractional numbers shall be rounded up to the next highest whole number.*

**14. Conservation Charge**

150% of the gallonage rate per 1,000 gallons of usage for all gallons of usage in excess of the authorized gallons per month.

**Authorized Gallons Per Month by Class**

Single Family .....	12,000
Multi Family .....	8,400
General Service	
5/8" or 3/4" meter .....	18,000
1" meter .....	69,000
1-1/2" meter .....	100,000
2" meter .....	255,000
3" meter .....	765,000
4" meter .....	1,410,000

**15. High Strength Wastewater Surcharge**

	Threshold	Surcharge
five day biochemical oxygen demand (BOD5)	300	\$0.15 lb.
total suspended solids (TSS)	300	\$0.10 lb.
total Kjeldahl Nitrogen (TK) as N	40	\$0.25 lb.

**16. Past Due Amounts on Disconnected Service**

A 1% per month penalty will be charged on all past due amounts after discontinuance of service plus any and all costs associated with securing collection of the past due amount.

**17. Application Charge**

\$50.00 plus preliminary engineering costs if incurred.

18. Recording Charge

Invoice to follow after documents are fully recorded.

19. Plan Review

1% of the construction cost or \$200.00 which ever is greater.

20. Inspection Fee

2% of construction cost.

21. Legal Fees

\$250.00

22. Monthly Water Rates for Fire Service Water

**Fire Service - Water**

Rates for water service to fire lines only. Base Facilities Charges are the minimum monthly charges and are based on meter size and Monthly Billing Period as follows:

Line Size	Base Facilities Charge
2"	\$16.44
4"	\$51.39
6"	\$102.78
8"	\$164.45

23. Cross Connection Program Fee

\$15.00 per device per year



## **ARTICLE III. WATER AND WASTEWATER RATES AND CHARGES; BILLING PROCEDURES**

### **Sec. 26-75. Connections to town water or wastewater service; deposit.**

(a) Any person desiring to use water and/or wastewater services supplied by the town shall file a written application describing the property where the service shall be installed, the size of connection desired, and all other pertinent information.

(b) All materials and labor used, exclusive of meter, when making any connection, shall be charged at cost to the person applying for the service.

(c) Each developer, owner, builder, or other person who purchases land or realty for the purpose of development shall be responsible for the design and installation of the complete utility system within their development, project, building or other structure as necessary to connect same to the town's system. "Complete utility system" shall include all component parts of a wastewater collection system or water distribution system, and appurtenant facilities, as shown upon the approved design drawings of such development, project, building, or other structure.

(d) Whenever any person desires to secure service beyond the present limits of the town's water or wastewater system, and for such purpose they have water or wastewater lines and/or facilities constructed or otherwise extended, such person shall make written application to the town stating the kind of service desired, the purpose for which such service is required, and giving their location and a definite description of the property where the services are to be rendered, and such other further information that may be required by the town. All materials and labor used, exclusive of meter, when making any connection, shall be charged to the person applying for the service.

(e) Any person desiring the provision of water or wastewater service from the town's system shall grant or cause to be granted to the town and without cost to the town all rights, easements, permits, and privileges which are necessary for the rendering of such service.

(f) Applicants for such service shall be required to deposit with the town clerk the deposit fee established by the most recent fees and charges resolution adopted by the town council. A receipt will be given for the amount by the town clerk. Such deposit will be refunded when it is requested that service be discontinued unless such deposit has been applied to the customer's account due to delinquency. The town council, by resolution, may authorize an additional deposit by persons whose accounts are repeatedly delinquent.

(Ord. No. 99-3, § 3, 3-16-99)

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(a) The town shall, by resolution, establish reasonable rates to be charged the consumers of the water and wastewater service. Reasonable classifications of consumers may be established so long as the classifications are not arbitrary or discriminatory and so long as the rates apply similarly to all within a class under like conditions. Service provided to consumers outside the town corporate boundaries shall be charged a surcharge in accordance with Chapter 180, Florida Statutes.



(b) The water rates and charges in the town, as well as the wastewater rates and charges in the town, shall be established and amended, as necessary from time to time, by resolution of the town council. In addition to water and wastewater rates and charges, this service charge resolution shall also include related fees and charges such as fees to turn water service on and off; minimum charge for residential and commercial ERC's; rates for new and/or additional installation; deposit amounts for new service; surcharge deposit for delinquent customers; amount charged for late fees; plant capacity charges; etc.

(c) All rates established by the fees and charges resolution shall be adjusted on an annual basis by an amount equal to fifty (50) percent of the all-urban consumer price index (CPI). The index as of May shall be the basis for the annual adjustment, which shall be effective October 1 of each year. The maximum CPI increase shall be limited to ten (10) percent.

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The rates charged by the town shall be sufficient to meet the cost of providing the services and must, at all times, be sufficient to meet the obligations of the town which are payable from the water and wastewater revenues, including water and wastewater related bonds.

(Ord. No. 99-3, § 3, 3-16-99)

### **Sec. 26-78. Plant capacity charges impact fees.**

(a) In addition to the meter installation charges, the town of Mangonia Park additionally requires that all new water and wastewater system users pay a fair charge of the capital costs of expansion and improvement incurred through their new use.

(b) In order to defray costs of expansion and improvements to meet the increased demand which additional connections to the water and wastewater system creates, a plant capacity charge shall be assessed for each new user. The charges assessed shall be reasonably related to the impact to the utility plant created by the additional connections to the system. The amount of the plant capacity charges shall be set by resolution of the town council after review of competent evidence substantiating same submitted by the town engineer or other consultant having expertise in the field.

(c) These fees shall be payable prior to the issuance of the building permit or as stipulated in the developer agreement for new structures and/or additions to existing structures where additional water and/or wastewater service is required.

(d) Funds collected through the assessment of plant capacity charges shall be restricted in use and placed in a restricted account created solely for the fair share contribution fees, and shall be expended solely for the purpose of meeting the capital costs of the increased demand which additional connections to the system create.

(Ord. No. 99-3, § 3, 3-16-99)

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(a) The town reserves the right to render utility bills at such times and with such frequency as best meets its requirements, and to vary these dates and frequencies with different patrons, in accordance with the amounts of their bills or for other reasons.

(b) The town shall, so far as practicable, render bills at least once a month based on the schedule of charges set forth in the most recent resolution.

(c) All bills are to be considered net, and become due and payable within fifteen (15) days from the date of billing.

(Ord. No. 99-3, § 3, 3-16-99)

**Sec. 26-80. Late payment charges.**

(a) Any utility bill not paid within twenty-one (21) days from the date of invoice shall bear a late payment charge, the amount of which shall be established by the town council by resolution. The late charge shall commence twenty-one (21) days after date of invoice and shall continue to be applied monthly until the unpaid balance is satisfied in full.

(b) The late charge is in addition to the town's right to discontinue and/or not provide utility service until the account is made current, as provided in section 159.18(1), Florida Statutes, as amended.

(Ord. No. 99-3, § 3, 3-16-99)

**Sec. 26-81. Disconnection for nonpayment; reconnection charges.**

(a) If any utility bill shall not be paid within twenty-one (21) days from the original date of billing, service may be disconnected.

(b) Whenever service is disconnected in accordance herewith, reconnection to the service shall require the payment of any and all charges owed together with such reconnection charges that may be established by resolution of the town council.

(Ord. No. 99-3, § 3, 3-16-99)

**Sec. 26-82. Procedure for termination of services for nonpayment of bills; notice and opportunity to be heard; authority to adjust charges in appropriate cases.**

(a) Neither water service nor wastewater service shall be terminated by the town unless notice and the opportunity to be heard is first given to the consumer of the property served. The consumer shall be the person to whom the monthly utility service bills are mailed at the address used by the town for billing purposes.

(b) Written notice of the date and conditions of termination shall be placed on the consumer's monthly bill and shall state thereon that the consumer shall have the right to appeal by notifying the town within ten (10) days of the proposed termination date.

(c) Notice of the town's termination policy shall be mailed to all consumers currently receiving utility service from the town. Notice of the termination policy shall be distributed to each new consumer when a deposit is placed to contract for utility services with the town.

- (d) The notice shall advise the consumer of the grounds for termination and shall state the date on or after which termination will occur, the service to be terminated and the fee to reinstate the service after termination.
- (e) The notice shall afford the consumer ten (10) days within which to notify the town of any complaint giving rise to the nonpayment of a utility/waste removal service charge. The identity and manner of contacting the appropriate town official to handle the complaint shall be provided, including telephone number, business address, and business hours. A complaining consumer shall be given the opportunity to discuss the complaint with an appropriate town official at the consumer's convenience at an informal hearing. Hearings scheduled for such purpose shall be held within ten (10) days of the request therefor at the office of the appropriate town official and during business hours. The appropriate town official, as designated by the town administrator, shall have the authority to adjust water, wastewater and waste removal charges in those cases where the complaints are well-founded and adjustments are appropriate in the interest of justice and fairness.
- (f) The consumer shall be notified of the results of the hearing either at the conclusion of the hearing or by mail within a reasonable time after the hearing and prior to the utility's termination date.
- (g) Any amounts owed the town shall be specifically stated, and any adjustments in the consumer's bill shall be specified with the reason for the adjustment stated.
- (h) If the unpaid bill is not paid within the time specified in the original notice of termination, service may be terminated.

(Ord. No. 99-3, § 3, 3-16-99)

**Sec. 26-83. Lien for unpaid water service and wastewater service charges; notice of lien to consumer; public hearing; recording of lien in public records of county; foreclosure of lien.**

- (a) Unpaid water, wastewater, and waste removal service charges shall become a lien against the property served as hereinafter provided.
- (b) The director of utilities, or his designee, shall send by certified mail, a notice to the consumer at the account name and address, and to the owner of the property, if different, at the address shown on the county's ad valorem tax rolls, of the delinquency and amount of nonpayment of water, wastewater and/or waste removal service charges. The owners, tenants or lessees shall be severally and jointly responsible for water, wastewater and/or waste removal service charges.
- (c) The notice shall specify the delinquent billings, individual and total, and shall notify the consumer and/or owner that the delinquency must be paid within thirty (30) days from the date of the notice.
- (d) Unless within such thirty (30) days the consumer and/or owner pays the amount of the delinquency or files an appeal by notifying the appropriate town official in writing of his complaint and requesting a public hearing before the town council, the town council shall, by resolution, impose a lien on the subject property in the amount of the delinquency.
- (e) If a public hearing is requested in a timely fashion, such hearing shall be held no more than thirty (30) days from the request therefor.
- (f) At the public hearing, any person shall have an opportunity to speak regarding the justice or fairness of the assessment of the lien or the amount of the delinquency.

(g) After such public hearing, the town council may, by the adoption of a resolution levying such charges, assess against the property served a lien in the amount of the delinquency then outstanding, or in such lesser amount as the town council shall decide is just and fair. The date of adoption of the resolution shall be the date of the levy of the assessment. Assessments shall be due on the date of levy and shall become delinquent thirty (30) days thereafter.

(h) Assessment liens levied in this manner shall be filed in the office of the town clerk as a lien against the property prior, and prior in dignity, to all other liens against the property, save and except a lien for taxes. The town clerk shall cause the liens to be recorded in the public records of Palm Beach County, Florida, by the recording of the resolution levying the assessments.

(i) The assessments shall bear interest at the rate of ten (10) percent per annum from the date of delinquency as provided in the resolution. The assessment shall be subject to foreclosure if not fully paid within three (3) years of the date of delinquency. The liens shall be foreclosed in the same manner in which mortgage liens are foreclosed.

(Ord. No. 99-3, § 3, 3-16-99)

Secs. 26-84--26-94. Reserved.

# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

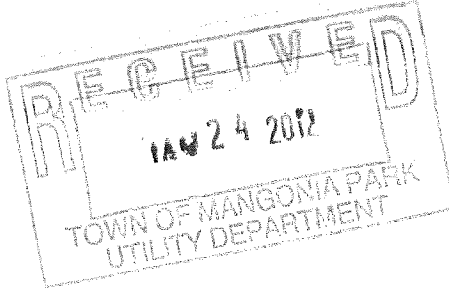
Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date Invoice  
1/22/2012 9247

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



1/c  
pd  
006157  
2/20/12  
m/p

P.O. Number Terms Due Date  
Due on receipt 1/24/2012

Qty	Description	Rate	Amount
	SERVICE AT: ADDIE GREENE HOUSE		
10	COMMERCIAL PLUMBING - (2) TECHS FOR (5) HOURS EACH @ SUNDAY OVERTIME RATE OF \$125.00 PER HOUR	125.00	1,250.00
	MATERIAL	38.00	38.00
	- EMERGENCY RESPONSE TO WATER MAIN BREAK NEXT TO ADDIE GREEN HOUSE CALLED IN BY CARLOS (561.255.4250) - UPON ARRIVAL FOUND WATER BUBBLING UP FROM THE GROUND - EXCAVATED AND LOCATED BROKEN WATER LINE - REPAIRED PVC WATER LINE BREAK - BACKFILLED AND CLEANED UP AREA AFTER REPAIR - CLEAN UP UPON COMPLETION OF REPAIR		

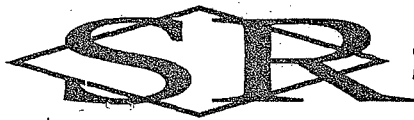
SERVICE TECHS: MICHAEL & RAUL  
ENTERED BY: YG

**Total** \$1,288.00

**Payments/Credits** \$0.00

**Balance Due \$1,288.00**

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!



# Speedy Rooter, Inc.

Lic. CFC1427674

We're there...When you need us • Complete Plumbing & Septic Services

2196 Spafford Ave. • West Palm Beach, FL 33409

Office: (561) 434-4171 • Fax (561) 712-8045

www.speedyrooterinc.com

INVOICE # 9247

DATE: 1/22/12

P.O. #: \_\_\_\_\_

W.O. #: E 01/24/12

EXCELLENCE. Quality is never an accident. It is always the result of high intention, sincere effort, intelligent direction and skillful execution. Service EXCELLENCE is our commitment to you.

NAME (Bill To): <u>TOWN OF MANSONIA PARK</u>		JOB NAME:	
ADDRESS:		ADDRESS:	
CITY: <u>MANSONIA PARK FL</u>	STATE: _____	ZIP: _____	CITY: _____
HOME PHONE: _____	WORK PHONE: _____	CELL PHONE: _____	EMAIL: _____

TASK	ESTIMATE AND PROPOSAL - WE PROPOSE THE FOLLOWING:	STANDARD PRICE	CONTRACT PRICE
SRIR	EMERGENCY WATER MAIN BREAK NEXT TO ADDIE GREEN HOUSE CALLED IN BY CARLOS - 561.255.4250 UPON ARRIVAL FOUND WATER BUBBLING UP FROM THE GROUND. EXCAVATED AND LOCATED BOKEN WATER LINE. REPAIRED PVC WATER LINE BREAK BACK FILLED AND CLEANED UP AREA AFTER REPAIR.		
	Sunday Repair		
	2 Techs 5 hrs EACH		
	125.00 X 10 =		1250.00
	MATERIAL 38.00		38.00

COMMENTS / WARRANTY

I have inspected the grease / septic tank and it has been pumped to my satisfaction.

BAD DRAINFIELD: I have been informed I have a bad drainfield.

**WORK AUTHORIZATION PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK**  
 AUTHORIZATION TO PROCEED WITH PROPOSED WORK. I the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and materials as you deem advisable. A monthly service charge of 1 1/2% will be added after ten days. I agree to pay reasonable attorney's fees and court costs in the event of legal action or reasonable bank costs if my check fails to clear or credit card is declined. I have read, agree to, and have received a copy of the contract.

I hereby authorize you to proceed with the above work at the price of \$ \_\_\_\_\_  
 I will not hold Company responsible for damage to driveway, concrete, sidewalk and underground utilities.

AUTHORIZED SIGNATURE

SUB TOTAL	
DEPOSIT	
SALES TAX	
<b>TOTAL</b>	<u>1288.00</u>

CASH	AMERICAN EXPRESS	VISA	
CHECK	MASTERCARD	DISCOVER	CHARGE APPROVED BY: _____
CHECK CARD # _____			EXPIRATION DATE _____
AUTH CODE _____	DRIVERS LICENSE # _____	EXP. DATE _____	D.O.B. _____

I do hereby state that the above work has been performed in a workmanlike manner

SERVICE TECHNICIAN SIGNATURE

DATE

ACCEPTANCE OF WORK PERFORMED:  
 I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I acknowledge that I have read and received the Notice to Owner and statement required on contract on reverse side.

ACCEPTANCE SIGNATURE

## James Poag A.

---

**From:** christa simmons [cjsimmons@townofmangoniapark.com]  
**Sent:** Monday, June 18, 2012 11:42 AM  
**To:** James Poag A.  
**Subject:** RE: Documentation from interview this morning.  
**Attachments:** INVOICE 9690.pdf; 20120618113409726.pdf

I have attached a copy of the "field" invoice from Speedy Rooter on Invoice 9690 which I show as paying with check number 6157 (it happens to be half the amount of the invoice for Ms. Greene's work order which I did not pay but speedy rooter said was paid with the attached check) and a copy of the cancelled check that you requested. As I said in our interview I do not always think this vendor is on the up and up.

Please let me know if you need anything further.

Christa J. Simmons  
Bookkeeper/Deputy Town Clerk  
Town of Mangonia Park  
Telephone (561) 848-1235  
Facsimile (561) 848-6940

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---

**From:** James Poag A. [mailto:JPoag@palmbeachcountyethics.com]  
**Sent:** Monday, June 18, 2012 9:29 AM  
**To:** christa simmons  
**Subject:** RE: Documentation from interview this morning.

Christa,

Good Morning. Have you received any additional information regarding the payment to Speedy Rooter? Also is it possible to request a copy of the check used to make the payment from the bank?? If so, can I obtain a copy of that check. Again, I appreciate all of your cooperation in this matter. If you have any questions or need any assistance, please do not hesitate to contact me.

Best Regards,

**James A. Poag**  
**Investigator**  
**Commission on Ethics**  
**Ph 561-233-0722**  
**Fx 561-233-0735**

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





*"Honesty, Integrity, Character"*

**From:** christa simmons [<mailto:cjsimmons@townofmangoniapark.com>]  
**Sent:** Tuesday, June 12, 2012 2:49 PM  
**To:** James Poag A.  
**Subject:** Documentation from interview this morning.

Per our conversation, I called Speedy Rooter in regards to their Invoice No. 9247, dated 1/22/2012, service at Addie Greene House. They informed me that the invoice had been paid by the Town of Mangonia Park on 2/22/12, check no. 6157. I pulled the purchase requisition and invoices that correspond to check no. 6157 and invoice no. 9247 was not one of the invoices paid. I have requested that our Lead Plant Operator, Willie Reed, check the Utility Plant's log book against the invoices the were paid with check no. 6157 to make sure that they are not falsified invoices. As soon as I get an answer I will let you know.

I have left a message with Complete Environmental Solutions as to payment of their invoice for \$120.00 and will let you know when I get an answer from them.

Please let me know if you need me to email the documents that I gave you earlier.

Thank you.

Christa J. Simmons  
Bookkeeper/Deputy Town Clerk  
Town of Mangonia Park  
Telephone (561) 848-1235  
Facsimile (561) 848-6940

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## James Poag A.

---

**From:** christa simmons [cjsimmons@townofmangoniapark.com]  
**Sent:** Tuesday, June 19, 2012 11:42 AM  
**To:** James Poag A.  
**Subject:** Speedy Rooter

Good Morning,

I have been communicating with Yani at Speedy Rooter regarding the payment with check #6157. As it turns out I paid invoice number 9499 twice therefore they took that payment and applied it to Ms. Greene's invoice and another invoice(#9866). So it looks like I unknowingly paid the invoice for Ms. Greene's invoice. I will have to take this up with our software company as it is supposed to give us a warning with a duplicate invoice is entered.

Please let me know if you have any questions.

Christa J. Simmons  
Bookkeeper/Deputy Town Clerk  
Town of Mangonia Park  
Telephone (561) 848-1235  
Facsimile (561) 848-6940

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## James Poag A.

---

**From:** christa simmons [cjsimmons@townofmangoniapark.com]  
**Sent:** Thursday, June 21, 2012 9:02 AM  
**To:** James Poag A.  
**Subject:** RE: Speedy Rooter  
**Attachments:** 20120621085516419.pdf; 20120621085541932.pdf

Sorry for the delay I have been out of the office. Please see attached.

Let me know if you need anything further

Christa J. Simmons  
Bookkeeper/Deputy Town Clerk  
Town of Mangonia Park  
Telephone (561) 848-1235  
Facsimile (561) 848-6940

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---

**From:** James Poag A. [mailto:JPoag@palmbeachcountyethics.com]  
**Sent:** Tuesday, June 19, 2012 2:03 PM  
**To:** christa simmons  
**Subject:** RE: Speedy Rooter

Christa,

Thank you. Can you also forward a copy of the purchasing req. for check # 6147 and a copy of the check.

Thanks

**James A. Poag**  
**Investigator**  
**Commission on Ethics**  
**Ph 561-233-0722**  
**Fx 561-233-0735**

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



*"Honesty, Integrity, Character"*

---

**From:** christa simmons [<mailto:cjsimmons@townofmangoniapark.com>]  
**Sent:** Tuesday, June 19, 2012 11:48 AM  
**To:** James Poag A.  
**Subject:** RE: Speedy Rooter

Please see attached.

Christa J. Simmons  
Bookkeeper/Deputy Town Clerk  
Town of Mangonia Park  
Telephone (561) 848-1235  
Facsimile (561) 848-6940

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---

**From:** James Poag A. [<mailto:JPoag@palmbeachcountyethics.com>]  
**Sent:** Tuesday, June 19, 2012 11:45 AM  
**To:** christa simmons  
**Subject:** RE: Speedy Rooter

Christa,

Do you have some type of print out or report showing the duplicate payments??

**James A. Poag**  
**Investigator**  
**Commission on Ethics**  
**Ph 561-233-0722**  
**Fx 561-233-0735**

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



*"Honesty, Integrity, Character"*

---

**From:** christa simmons [<mailto:cjsimmons@townofmangoniapark.com>]  
**Sent:** Tuesday, June 19, 2012 11:42 AM  
**To:** James Poag A.  
**Subject:** Speedy Rooter

Good Morning,

I have been communicating with Yani at Speedy Rooter regarding the payment with check #6157. As it turns out I paid invoice number 9499 twice therefore they took that payment and applied it to Ms. Greene's invoice and another invoice(#9866). So it looks like I unknowingly paid the invoice for Ms. Greene's invoice. I will have to take this up with our software company as it is supposed to give us a warning with a duplicate invoice is entered.

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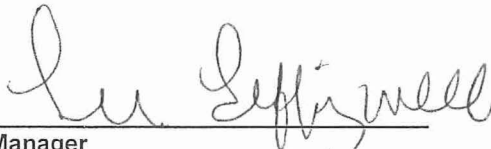
Claimant Address SPEEDY ROOTER, INC.  
 2196 SPAFFORD AVE  
 WEST PALM BEACH, FL 33409

Date	Invoice	Description	Amount	Fund	Ora	Acct.	Obi	Proj
01/31/12	9499	L/S #5 - PUMP OUT-ADJ FLOAT	1,925.00	400		535000	462	
02/15/12	9653	L/S @53rd Ct. N. - UNCLOG CLAY	650.00	400		535000	462	
02/16/12	9683	L/S@JAI ALAI-RESET PRESS SWITC	1,600.00	400		535000	462	
02/21/12	9690	L/S @53rd Ct. - UNCLOG	650.00	400		535000	462	

Doc #	Invoice	Inv. Date	Description	Amount
330	SPEEDY ROOTER, INC.			\$4,825.00
942	9499	01/31/12	L/S #5 - PUMP OUT-ADJ FLOAT	\$1,925.00
942	9653	02/15/12	L/S @53rd Ct. N. - UNCLOG CLAY	\$650.00
942	9683	02/16/12	L/S@JAI ALAI-RESET PRESS SWITC	\$1,600.00
942	9690	02/21/12	L/S @53rd Ct. - UNCLOG	\$650.00

Total: 4,825.00

CHECK DATE: 2-22-12  
 CHECK NUMBER: 6157

By: Manager 

# Speedy Rooter, Inc.

Complete Plumbing & Septic Services

24 Hour Emergency Service

Office: (561) 434-4171 • Fax (561) 712-8045

2196 Spafford Ave. • West Palm Beach, FL 33409

Florida Contractors Registration #: CFC1425977

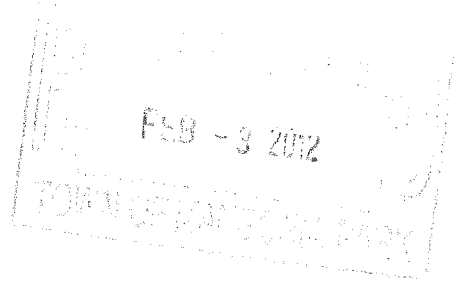
# INVOICE

DATE  
1/31/2012

INVOICE NO.  
9499

BILL  
TO

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



QUANTITY	DESCRIPTION	P.O. NUMBER	TERMS	PROJECT	Due Date
	SERVICE AT: L/S #5		Due on receipt		2/1/2012
					AMOUNT

	PUMP OUT LIFT STATION #5			800.00	800.00
	USE OF "HYDRO-JET"			750.00	750.00
	- PUMP OUT WET WELL AND REMOVED HEAVY GREASE AND DEBRIS IN WALLS & BOTTOM				
	- HIGH PRESSURE WATER WASH WET WELL				
	- REMOVED GREASE AND DEBRIS FROM WET WELL				
	COMMERCIAL LIFT STATION			375.00	375.00
	- ADJUSTED LIFT STATION WET WELL FLOAT CONTROL SWITCHES AND RESET CONTROLS				

SERVICE TECHS: MICHAEL, ALFREDO & MARVIN  
ENTERED BY: YG

**Total** \$1,925.00

**Payments/Credits** \$0.00

**Balance Due** \$1,925.00

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

TOTAL



# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

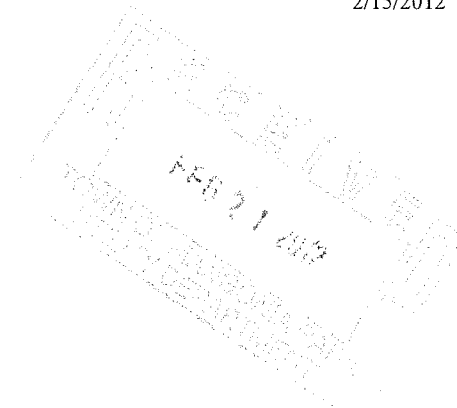
Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date Invoice  
2/15/2012 9653

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



P.O. Number Terms Due Date  
Due on receipt 2/21/2012

Qty	Description	Rate	Amount
	SERVICE AT: L/S @ 53RD COURT N		
	USE OF "HYDRO-JET" - UNCLOG 6" MAIN CLAY PIPE WITH HIGH VELOCITY JETTER THROUGH MANHOLE TO MANHOLE - WE USED 1/2" PRESSURE HOSE WITH SPINNER HEAD TO REMOVE HEAVY ACCUMULATION OF GREASE IN SEWER LINE - CLEAN UP UPON COMPLETION OF SERVICE	650.00	650.00

SERVICE TECHS: MICHAEL & FERNANDO  
ENTERED BY: YG

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

**Total** \$650.00  
**Payments/Credits** \$0.00  
**Balance Due** \$650.00

# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date	Invoice
2/16/2012	9683

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407

P.O. Number	Terms	Due Date
	Due on receipt	2/20/2012

Qty	Description	Rate	Amount
	SERVICE AT: JAI ALAI		
	COMMERCIAL LIFT STATION - REPAIRED 3/4" GALVANIZED FLOAT SWITCH AIR LINE INSIDE WET WELL - CONFINED SPACE ENTRY - RESET & ADJUSTED AIR PRESSURE SWITCH	450.00	450.00
	PUMP OUT LIFT STATION - (1) LOAD - PUMP OUT (1) LOAD OF SEWAGE, DEBRIS & GREASE FROM LIFT STATION	800.00	800.00
	USE OF "HYDRO-JET" - HIGH VELOCITY WATER JET POWER WASHING WALLS & BREAKING UP SOLIDS IN TANK	350.00	350.00

SERVICE TECHS: MICHAEL & MARVIN  
ENTERED BY: YG

**Total** \$1,600.00

**Payments/Credits** \$0.00

**Balance Due \$1,600.00**

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

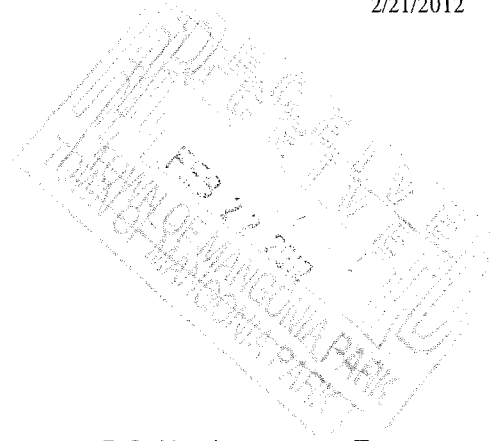
Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date Invoice  
2/21/2012 9690

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



P.O. Number Terms Due Date  
Due on receipt 2/22/2012

Qty	Description	Rate	Amount
-----	-------------	------	--------

	SERVICE AT: 53RD COURT N		
	USE OF "HYDRO-JET" - EMERGENCY PM RESPONSE TO UNCLOG 6" SANITARY SEWER LINE WITH 1/2" HOSE & SPINNER HEAD THROUGH MANHOLE TO LIFT STATION - RESET LIFT STATION IN AUTO POSITION - CLEAN UP UPON COMPLETION OF SERVICE	650.00	650.00

SERVICE TECHS: MICHAEL & RAUL  
ENTERED BY: YG

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

<b>Total</b>	\$650.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$650.00</b>

Claimant Address SPEEDY ROOTER, INC.  
 2196 SPAFFORD AVE  
 WEST PALM BEACH, FL 33409

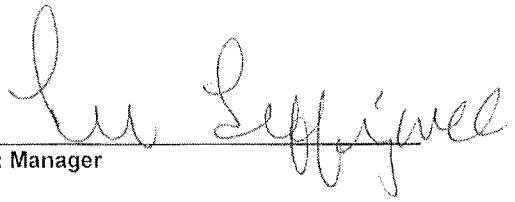
Page: 16  
 Claim #: 921  
 Vendor #: 330  
 Check #:   
 Period: 2/12  
 02/03/12  
 09:46:14

Date	Invoice	Description	Amount	Fund	Obj	Acct.	Proj
01/16/12	9405	L/S #8 PUMP OUT-HYDROJET	2,250.00	400		535000	462
01/18/12	9409	L/S #8 PUMP OUT CLEAN SLUDGE	1,450.00	400		535000	462
01/31/12	9499	L/S #5 PUMP OUT-REM GREASE & D	1,925.00	400		535000	462

Doc #	Invoice	Inv. Date	Description	Amount
330	SPEEDY ROOTER, INC.		#: 6147	\$5,625.00
921	9405	01/16/12	L/S #8 PUMP OUT-HYDROJET	\$2,250.00
921	9409	01/18/12	L/S #8 PUMP OUT CLEAN SLUDGE	\$1,450.00
921	9499	01/31/12	L/S #5 PUMP OUT-REM GREASE & D	\$1,925.00

Total: 5,625.00

CHECK DATE: 2-6-12  
 CHECK NUMBER: 6147

By: Manager 

# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date	Invoice
1/31/2012	9499

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407

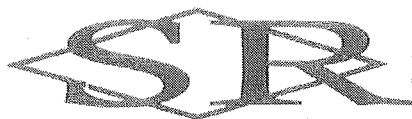
P.O. Number	Terms	Due Date
	Due on receipt	2/1/2012

Qty	Description	Rate	Amount
	SERVICE AT: L/S #5		
	PUMP OUT LIFT STATION #5	800.00	800.00
	USE OF "HYDRO-JET"	750.00	750.00
	- PUMP OUT WET WELL AND REMOVED HEAVY GREASE AND DEBRIS IN WALLS & BOTTOM		
	- HIGH PRESSURE WATER WASH WET WELL		
	- REMOVED GREASE AND DEBRIS FROM WET WELL		
	COMMERCIAL LIFT STATION	375.00	375.00
	- ADJUSTED LIFT STATION WET WELL FLOAT CONTROL SWITCHES AND RESET CONTROLS		

SERVICE TECHS: MICHAEL, ALFREDO & MARVIN  
ENTERED BY: YG

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

<b>Total</b>	\$1,925.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$1,925.00</b>



# Speedy Rooter, Inc.

Lic. CFC1427674

We're there...When you need us • Complete Plumbing & Septic Services

2196 Spafford Ave. • West Palm Beach, FL 33409

Office: (561) 434-4171 • Fax (561) 712-8045

www.speedyrooterinc.com

INVOICE # 9499

DATE: 1/31/12

P.O. #:

W.O. #:

**EXCELLENCE. Quality is never an accident. It is always the result of high intention, sincere effort, intelligent direction and skillful execution. Service EXCELLENCE is our commitment to you.**

NAME: (Bill To) <u>TOWN MANONIA PARK</u>		JOB NAME: <u>LIFT STATION #5</u>	
ADDRESS:		ADDRESS: <u>1755 E TIFFANY DR</u>	
CITY:	STATE:	ZIP:	CITY: <u>TOWN MANONIA PARK</u> STATE: ZIP:
HOME PHONE: ( ) ( )	WORK PHONE: ( ) ( )	CELL PHONE: ( ) ( )	EMAIL:

TASK	ESTIMATE AND PROPOSAL - WE PROPOSE THE FOLLOWING:	STANDARD PRICE	CONTRACT PRICE
	<u>Pump-Out wetwell and removed heavy grease and debris in walls and bottom</u>		
	<u>High pressure water washout in wet well.</u>		
	<u>Charge</u>		

**COMMENTS / WARRANTY**

I have inspected the grease / septic tank and it has been pumped to my satisfaction.  \_\_\_\_\_

**BAD DRAINFIELD** I have been informed I have a bad drainfield.  \_\_\_\_\_

**WORK AUTHORIZATION PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK**  
 AUTHORIZATION TO PROCEED WITH PROPOSED WORK. I the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and materials as you deem advisable. A monthly service charge of 1% will be added after ten days. I agree to pay reasonable attorney's fees and court costs in the event of legal action or reasonable bank costs if my check fails to clear or credit card is declined. I have read, agree to, and have received a copy of the contract.

I hereby authorize you to proceed with the above work at the price of \$ \_\_\_\_\_  
 I will not hold Company responsible for damage to driveway, concrete, sidewalk and underground utilities.

AUTHORIZED SIGNATURE  [Signature]

SUB TOTAL		
DEPOSIT		
SALES TAX		
<b>TOTAL</b>		

CASH	AMERICAN EXPRESS	VISA	CHARGE APPROVED BY:
CHECK	MASTERCARD	DISCOVER	
CHECK CARD #	EXPIRATION DATE		
AUTH CODE	DRIVERS LICENSE #	EXP. DATE	D.O.B.

**ACCEPTANCE OF WORK PERFORMED:**  
 I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I acknowledge that I have read and received the Notice to Owner and statement required on contract on reverse side.

I do hereby state that the above work has been performed in a workmanlike manner  
 Alfredo-Martin-Michael 1/31/12

SERVICE TECHNICIAN SIGNATURE

DATE

[Signature]  
 ACCEPTANCE SIGNATURE

1/18/2012

9409

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407

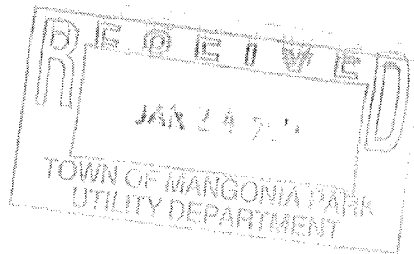
	Due Date
Due on receipt	1/24/2012

SERVICE AT: L/S #8

PUMP OUT LIFT STATION - (1) LOAD	800.00	800.00
- PUMP OUT LIFT STATION		
USE OF "HYDRO-JET"	650.00	650.00
- HIGH PRESSURE WATER JET TO REMOVE GREASE IN WALLS AND CLEAN SLUDGE IN BOTTOM		

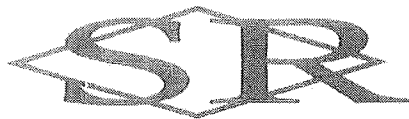
ORIGINAL INVOICE SIGNED BY: WILLIE REED

SERVICE TECHS: MICHAEL & ALFREDO  
ENTERED BY: YG



<b>Total</b>	\$1,450.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,450.00

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!



# Speedy Rooter, Inc.

Lic. CFC1427674

INVOICE # 9409

We're there...When you need us • Complete Plumbing & Septic Services

2196 Spafford Ave. • West Palm Beach, FL 33409

Office: (561) 434-4171 • Fax (561) 712-8045

www.speedyrooterinc.com

DATE: 1/18/12

P.O. #:

W.O. #:

**EXCELLENCE. Quality is never an accident. It is always the result of high intention, sincere effort, intelligent direction and skillful execution. Service EXCELLENCE is our commitment to you.**

NAME: (Bill to) TOWN MANAYONIA PARK		JOB NAME: TOWN MANAYONIA PARK	
ADDRESS: LIFT STATION # 8		ADDRESS: LIFT STATION # 8	
CITY:	STATE:	ZIP:	CITY:
HOME PHONE:	WORK PHONE:	CELL PHONE:	EMAIL:
( )	( )	( )	

TASK	ESTIMATE AND PROPOSAL - WE PROPOSE THE FOLLOWING:	STANDARD PRICE	CONTRACT PRICE
SR-103	Pump-Out LIFT STATION and removed grease in walls and clean sludge in bottom.		
	High pressure water washer in walls and bottom.		
	<u>charge</u>		

**COMMENTS / WARRANTY**

I have inspected the grease / septic tank and it has been pumped to my satisfaction.

**BAD DRAINFIELD:** I have been informed I have a bad drainfield.

**WORK AUTHORIZATION PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK AUTHORIZATION TO PROCEED WITH PROPOSED WORK.** I the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and materials as you deem advisable. A monthly service charge of 1 1/2% will be added after ten days. I agree to pay reasonable attorney's fees and court costs in the event of legal action or reasonable bank costs if my check fails to clear or credit card is declined. I have read, agree to, and have received a copy of the contract.

I hereby authorize you to proceed with the above work at the price of \$

I will not hold Company responsible for damage to driveway, concrete, sidewalk and underground utilities.

AUTHORIZED SIGNATURE  WILLIE REED

SUB TOTAL	
DEPOSIT	
SALES TAX	
<b>TOTAL</b>	

CASH	AMERICAN EXPRESS	VISA	CHARGE APPROVED BY:
CHECK	MASTERCARD	DISCOVER	
CHECK CARD #	EXPIRATION DATE		
AUTH CODE	DRIVERS LICENSE #	EXP. DATE	D.O.B.

**ACCEPTANCE OF WORK PERFORMED:**  
I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I acknowledge that I have read and received the Notice to Owner and statement required on contract on reverse side.

I do hereby state that the above work has been performed in a workmanlike manner

Fredo - Michael

DATE: 1/18/12

Willie Reed  
ACCEPTANCE SIGNATURE



# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

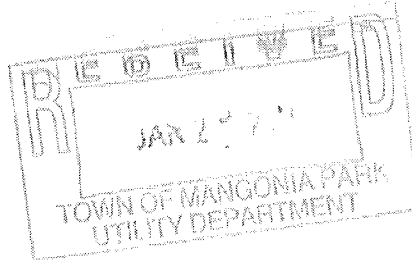
Office: (561) 434-4171 - Fax: (561) 712-8045  
2196 Spafford Avenue. - West Palm Beach, FL 33409

# Invoice

Date Invoice  
1/16/2012 9405

Bill To

TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



Qty	Description	P.O. Number	Terms	Due Date
	SERVICE AT: L/S #8		Due on receipt	1/23/2012
			Rate	Amount
	EMERGENCY PUMP OUT LIFT STATION - (1) LOAD		1,600.00	1,600.00
	- PUMP OUT TOP OF LIFT STATION TO REMOVE HEAVY GREASE COMING FROM HAMPTON COURT			
	USE OF "HYDRO-JET"		650.00	650.00
	- HIGH PRESSURE WATER JET THROUGH INCOMING PIPE TO LAST MANHOLE IN APARTMENT SIDE			
	*NOTE: TECH RECOMMENDS COMING BACK NEXT DAY TO CLEAN HEAVY GREASE FROM WALLS & TRASH IN BOTTOM OF THE WET WELL*			

ORIGINAL INVOICE SIGNED BY: ILLEGIBLE

SERVICE TECHS: MICHAEL & RAUL  
ENTERED BY: YG

\*\* PAID IN FULL - CHK: 005982 - 08/01/2011 - YG \*\*

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

**Total** \$2,250.00  
**Payments/Credits** \$0.00  
**Balance Due \$2,250.00**

# Speedy Rooter, Inc.

INVOICE # 9405

Lic. CFC1427674

We're there...When you need us • Complete Plumbing & Septic Services

2196 Spafford Ave. • West Palm Beach, FL 33409

Office: (561) 434-4171 • Fax (561) 712-8045

www.speedyrooterinc.com

DATE: 1/16/12

P.O. #: \_\_\_\_\_

W.O. #: \_\_\_\_\_

EXCELLENCE. Quality is never an accident. It is always the result of high intention, sincere effort, intelligent direction and skillful execution. Service EXCELLENCE is our commitment to you.

NAME: (Bill To) <u>TOWN NAUONIA PARK</u>		JOB NAME: <u>TOWN NAUONIA PARK</u>	
ADDRESS:		ADDRESS: <u>LIFT STATION # B</u>	
CITY:	STATE: ZIP:	CITY:	STATE: ZIP:
HOME PHONE: ( ) ( )	WORK PHONE: ( ) ( )	CELL PHONE: ( ) ( )	EMAIL:

TASK	ESTIMATE AND PROPOSAL - WE PROPOSE THE FOLLOWING:	STANDARD PRICE	CONTRACT PRICE
	<u>Emergency Response</u>		
	<u>Pump-Out Top of LIFT STATION to removed heavy grease coming from hampton <del>apartment</del> COURT.</u>		
	<u>High pressure water jet through incoming pipe to LAST manhole in APARTMENTS side</u>		
	<u>CHARGE</u>		
	<u>NOTE: I recommend coming back next day to clean heavy grease in walls and trash in bottom of the unit with</u>		

**COMMENTS / WARRANTY**

I have inspected the grease / septic tank and it has been pumped to my satisfaction.  \_\_\_\_\_

**BAD DRAINFIELD:** I have been informed I have a bad drainfield.  \_\_\_\_\_

**WORK AUTHORIZATION PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK**  
 AUTHORIZATION TO PROCEED WITH PROPOSED WORK. I the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and materials as you deem advisable. A monthly service charge of 1% will be added after ten days. I agree to pay reasonable attorney's fees and court costs in the event of legal action or reasonable bank costs if my check fails to clear or credit card is declined. I have read, agree to, and have received a copy of the contract.

I hereby authorize you to proceed with the above work at the price of \$ \_\_\_\_\_  
 I will not hold Company responsible for damage to driveway, concrete, sidewalk and underground utilities.

AUTHORIZED SIGNATURE  [Signature]

SUB TOTAL		
DEPOSIT	<u>344 12 5412.23</u>	
SALES TAX		
<b>TOTAL</b>		

CASH	AMERICAN EXPRESS	VISA	
CHECK	MASTERCARD	DISCOVER	CHARGE APPROVED BY:
CHECK CARD #			EXPIRATION DATE
AUTH CODE	DRIVERS LICENSE #	EXP. DATE	D.O.B.

I do hereby state that the above work has been performed in a workmanlike manner  
 FRANK MICHAEL 1/16/12  
 SERVICE TECHNICIAN SIGNATURE DATE

ACCEPTANCE OF WORK PERFORMED:  
 I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I acknowledge that I have read and received the Notice to Owner and statement required on contract on reverse side.  
 \_\_\_\_\_  
 ACCEPTANCE SIGNATURE

Claimant Address SPEEDY ROOTER, INC.  
2196 SPAFFORD AVE  
WEST PALM BEACH, FL 33409

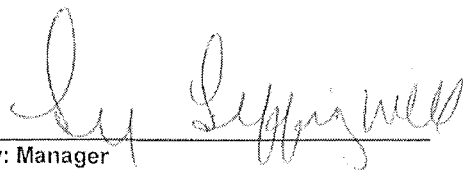
Page: 2  
Claim #: 1019  
Vendor #: 330  
Check #: 3/12  
Period: 03/14/12  
11:03:14

Date	Invoice	Description	Amount	Fund	Orca	Acct.	Obj	Proj
03/05/12	9866	WATER BREAK 1501 53RD ST	4,113.00	400	535000	462		

330 Doc #	SPEEDY ROOTER, INC. Invoice	Inv. Date	Description	03/19/12	#: 6176	\$4,113.00 Amount
1019	9866	03/05/12	WATER BREAK 1501 53RD ST			\$4,113.00

Total: 4,113.00

CHECK DATE: 3-19-12  
CHECK NUMBER: 6176

By:   
Manager

# Speedy Rooter, Inc.

Complete Plumbing & Septic Services  
24 Hour Emergency Service

Office: (561) 434-4171 • Fax (561) 712-8045  
2196 Spafford Ave. • West Palm Beach, FL 33409

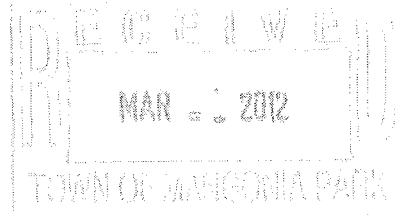
Florida Contractors Registration #: CFC1425977

# INVOICE

DATE  
3/5/2012

INVOICE NO.  
9866

Bill To  
TOWN OF MANGONIA PARK  
1755 EAST TIFFANY DRIVE  
MANGONIA PARK, FL 33407



*Bill to FPS - J.S.*

P.O. NUMBER	TERMS Due on receipt	PROJECT	Due Date 3/5/2012
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QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

SERVICE AT: 1501 53RD ST

EMERGENCY COMMERCIAL PLUMBING - EMERGENCY RESPONSE TO A WATER LINE BREAK ON 53RD - UPON ARRIVAL FOUND WATER COMING UP FROM GROUND - ASSISTED TOWN PUBLIC WORKS PERSONNEL ISOLATING WATER LINE - NOTIFIED NO-CUTS OF EMERGENCY WATER LINE BREAK (TICKET#: 065206097) - EXCAVATED AREA AND UTILIZED WATER PUMP FOR REMOVAL OF WATER FROM AREA OF WATER LINE BREAK - FOUND 2" WATER LINE AND REPAIRED LINE - BACKFILLED AREA - NO OTHER PROBLEMS FOUND UPON COMPLETION OF SERVICE - CLEAN UP AREA UPON COMPLETION OF SERVICES *COMMENTS: LINE BREAK WAS IN EASEMENT IN FRONT OF 1501 53RD STREET*	4,750.00	4,750.00
--	----------	----------

SERVICE TECHS: MICHAEL, RAUL, JUAN, & FREDDY  
ENTERED BY: YG

\* \$637.00 CREDIT APPLIED FROM OVERPAYMENT ON CHK: 006157 - DATED: 02/22/2012 - PLEASE REMIT BALANCE OF \$4,113.00 - THANKS YG \*

<b>Total</b>	\$4,750.00
<b>Payments/Credits</b>	\$-637.00
<b>Balance Due</b>	\$4,113.00

ALL PAYMENTS DUE UPON RECEIPT, PLEASE PROCEED ACCORDINGLY!

TOTAL	\$4,113.00
-------	------------

06/19/12  
11:46:23

TOWN OF MANGONIA PARK  
Vendor Detail Query  
For checks paid between: 02/01/12 to 03/01/12

Page: 1 of 1  
Report ID: AP200A

Doc #	Invoice #/Description	Claim Date	Check	Check Date	Amount	Inv Date	Acct. Period	PO #	Fund Org Acct	Object Proj
Vendor #/Name: 330 SPEEDY ROOTER, INC.										
CL 921	1 9405 L/S #8 PUMP OUT-HYDROJ	02/03/12	6147	02/06/12	2,250.00	01/16/12	2/12		400 535000	462
CL 921	2 9409 L/S #8 PUMP OUT CLEAN	02/03/12	6147	02/06/12	1,450.00	01/18/12	2/12		400 535000	462
CL 921	3 9499 L/S #5 PUMP OUT-REM GR	02/03/12	6147	02/06/12	1,925.00	01/31/12	2/12		400 535000	462
CL 942	1 9499 L/S #5 - PUMP OUT-ADJ	02/22/12	6157	02/22/12	1,925.00	01/31/12	2/12		400 535000	462
CL 942	2 9653 L/S @53rd Ct. N. - UNC	02/22/12	6157	02/22/12	650.00	02/15/12	2/12		400 535000	462
CL 942	3 9683 L/S@JAI ALAI-RESET PRE	02/22/12	6157	02/22/12	1,600.00	02/16/12	2/12		400 535000	462
CL 942	4 9690 L/S @53rd Ct. - UNCLO	02/22/12	6157	02/22/12	650.00	02/21/12	2/12		400 535000	462
				<b>Total:</b>	<b>10,450.00</b>					
			<b>Grand Total:</b>		<b>10,450.00</b>					



Bank

America's Most Convenient Bank



STATEMENT OF ACCOUNT

I

TOWN OF MANGONIA PARK  
UTILITY ACCOUNT

Page: 7 of 7  
Statement Period: Feb 01 2012-Feb 29 2012  
Cust Ref #: 6860757910-875-I-\*\*\*  
Primary Account #: 686-0757910

TOWN OF MANGONIA PARK  
UTILITY ACCOUNT  
1705 EAST TIFFANY DRIVE  
MANGONIA PARK, FLORIDA 32067

006156

02/22/12

Gas Rostered New Delance and Kladson-Corte

0102.16

RECEIVED COMMERCIAL FINISH  
P O BOX 4181  
CAROL SPRING, IL 60137-4181

*Boys H Cook  
Suffwell*

⑆006156⑆ 60670148226 6860757910⑆

#6156 2/27 \$102.16

TOWN OF MANGONIA PARK  
UTILITY ACCOUNT  
1705 EAST TIFFANY DRIVE  
MANGONIA PARK, FLORIDA 32067

006157

02/22/12

Gas Rostered New Delance and Kladson-Corte

\$4,825.00

RECEIVED COMMERCIAL FINISH  
P O BOX 4181  
CAROL SPRING, IL 60137-4181

*Boys H Cook  
Suffwell*

⑆006157⑆ 60670148226 6860757910⑆

#6157 2/27 \$4,825.00

TOWN OF MANGONIA PARK  
UTILITY ACCOUNT  
1705 EAST TIFFANY DRIVE  
MANGONIA PARK, FLORIDA 32067

006158

02/22/12

Gas Rostered New Delance and Kladson-Corte

\$14.10

RECEIVED COMMERCIAL FINISH  
P O BOX 4181  
CAROL SPRING, IL 60137-4181

*Boys H Cook  
Suffwell*

⑆006158⑆ 60670148226 6860757910⑆

#6158 2/28 \$14.10

# SR Speedy Rooter, Inc.

INVOICE # 9690

Lic. CFC1427674

We're there...When you need us • Complete Plumbing & Septic Services

2196 Spafford Ave. • West Palm Beach, FL 33409

Office: (561) 434-4171 • Fax (561) 712-8045

www.speedyrooterinc.com

DATE: 2/21/12

P.O. #: \_\_\_\_\_

W.O. #: E 02/21/12

EXCELLENCE Quality is never an accident. It is always the result of high intention, sincere effort, intelligent direction and skillful execution. Service EXCELLENCE is our commitment to you.

NAME: (Bill To)		JOB NAME: <u>TOWN OF MANGONIA PARK</u>	
ADDRESS:		ADDRESS: <u>53rd CT</u>	
CITY:	STATE: ZIP:	CITY: <u>Mangonia Park</u>	STATE: ZIP:
HOME PHONE: ( ) ( )	WORK PHONE: ( ) ( )	CELL PHONE: ( ) ( )	EMAIL:

TASK	ESTIMATE AND PROPOSAL - WE PROPOSE THE FOLLOWING:	STANDARD PRICE	CONTRACT PRICE
SR-130	<u>Unclog 6" Sanitary Sewer Line with 1 1/2" hose and spinner head through manhole to lift station</u> <u>Reset lift station in outo position</u>		
	<u>Charge</u>		

**COMMENTS / WARRANTY**

I have inspected the grease / septic tank and it has been pumped to my satisfaction.  \_\_\_\_\_

BAD DRAINFIELD: I have been informed I have a bad drainfield.  \_\_\_\_\_

<p><b>WORK AUTHORIZATION PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK</b></p> <p>AUTHORIZATION TO PROCEED WITH PROPOSED WORK. I the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform said work, and to use such labor and materials as you deem advisable. A monthly service charge of 1 1/2% will be added after ten days. I agree to pay reasonable attorney's fees and court costs in the event of legal action or reasonable bank costs if my check fails to clear or credit card is declined. I have read, agree to, and have received a copy of the contract.</p> <p>I hereby authorize you to proceed with the above work at the price of \$ <u>650.</u></p> <p>I will not hold Company responsible for damage to driveway, concrete, sidewalk and underground utilities.</p> <p>AUTHORIZED SIGNATURE <u>X</u></p>	SUB TOTAL		
	DEPOSIT		
	SALES TAX		
	<b>TOTAL</b>	<u>650.</u>	

CASH	AMERICAN EXPRESS	VISA	
CHECK	MASTERCARD	DISCOVER	CHARGE APPROVED BY:
CHECK CARD #	EXPIRATION DATE		
AUTH CODE	DRIVERS LICENSE #	EXP. DATE	D.O.B.
I do hereby state that the above work has been performed in a workmanlike manner			
<u>X</u> <u>RAVI - MICHAEL</u>		<u>2/21/12</u>	
SERVICE TECHNICIAN SIGNATURE		DATE	ACCEPTANCE SIGNATURE

ACCEPTANCE OF WORK PERFORMED: I find the service and materials rendered and installed in connection with the above work mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I acknowledge that I have read and received the Notice to Owner and statement required on contract on reverse side.

X

TUESDAY  
FEBRUARY 21

52/314

MARCH 2012							APRIL 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

12:00 AM

1:00

2:00

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10:00

11:00

12:00 PM

1:00

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3:00

4:00

5:00

6:00

7:00

8:00

9:00

10:00

11:00

9<sup>25</sup> am Ovens in (#15223)

WILLIAM IN

RELIED WHEELS AT W. #6  
WILLIAM OUT

11<sup>25</sup> pm Ovens out

- 0000
- 0100
- 0200
- 0300
- 0400
- 0500
- 0600
- 0700
- 0800
- 0900
- 1000
- 1100
- 1200
- 1300
- 1400
- 1500
- 1600
- 1700
- 1800
- 1900
- 2000
- 2100
- 2200
- 2300

Notes

Wastewater Log book entry  
6/18/12





FEBRUARY

21

TUESDAY

2012 52nd day - 314 days follow

9<sup>00</sup> AM Chlorosin (#15223)

Checked out the plant. No  
chemical spills detected. HSP #1/  
#3 on Service. Wells #2/#4  
on Service. Backwash zone #  
3. P&J lab test.

W/CL Sprayed weed-ster at well #6.  
Pot Chlorine Sign at  
Main Entry

Rev Read meter at 1202  
Billie Ave.

4<sup>00</sup> PM Chlorosin out

Drinking Water Log Book Entry

6/18/12

2012

Wash

Ash V

8

check  
plan

- a l

Well  
da

No c

HSP

meter

Lab

W. 1

41

Account	Customer Name	Service Address	Status
0039-00	STRINGER, BETTY	4950 JEFFERY AVENUE	ACTIVE
	Comments:	7/27/2011 Called customer mom stated she will have her call back once she returns back home.KM 8/3/2011 Spoke to customer mom Betty is out of town will return 8/5/2011.KM 8/10/11 Spoke with customer will make payment on 8/11/2011.KM	
0046-00	WYATT, AUDREY	1601 CRANDON AVENUE	ACTIVE
	Comments:	Customer request ext until 10/31/2011.KM	
0048-00	BLACKSHEAR, RACQUEL	1605 BOARDMAN AVENUE	ACTIVE
	Notes:	10/28/2011 Customer current read 36800 is lower than July, Aug, & Sept read, cust was over charge 5000 gallons adjust cust account to show correct read and show credit of 5000 gallons.KM 9/28/2011 Customer current read 35182 is lower than previous month read 66224. Customer was billed for basic rate only.KM 8/31/2011 Estimated customer bill dog loose unable to get a read.KM	
0049-00	STEWART, ALBERT	1600 CRANDON AVENUE	ACTIVE
	Comments:	7/28/11 Mrs. Stewart requested that we not disconnect her. she will drop pymnt in dropbox. (cjs)	
	Notes:	7/28/11 Mrs. Stewart requested that we not disconnect her. she will drop pymnt in dropbox. (cjs)	
0053-00	GREENE, ADDIE	1617 BOARDMAN AVENUE	ACTIVE
	Comments:	7/6/12 Per TM Leffingwell turn on water all payments to be deducted.KM 7/6/12 I called cust to inform her that I've received the print out she left while I was on lunch .Cust phone had alot of noise and static, she stated she will give me a call back. Cust called me back and told me she would have someone call me from the bank because she just don't want to deal with the bank and forth and I replied okay no problem and then she said okay goodbye.KM 7/6/12 Cust came into the office and asked Sherry was I available, Sherry replied Katrina just step out for lunch, then cust asked to speak to Lee. Lee came to counter she asked lee to make a copy of a Wells Fargo print out stating she made a payment. Lee tried to explain we needed the payment. Cust then asked Sherry if she can make a copy of business card from the bank then the customer left.KM 7/3/12 Cust called asked if I received her email ,I responded: yes. She said okay she didn't check , and then asked what happens if she pays bill with account #1-49.1. I told her I would apply to her account#0053 and I also informed her payment hasn't been received for her water bill.KM 6/28/12 Gave customer a courtesy call in regards to her water bill, no answer so I left a message.Customer called and stated bill was paid online on Tuesday and hung up the phone on me.KM 11/23/11 Spoke with customer regarding late fee and work order per Lead Operator Willie Reed no leak found , Customer advise me she wasn't notified also shes not paying late fee.KM 12/28/11 Spoke to cust states she didn't pay late fee because work order was issued she was never aware of results there for she didn't pay her waterbill.KM 1/3/2012 Per TM LL waive \$25.00 late fee also provide customer with copies of work order and any additional information regarding account.KM 2/3/2012 Per TM LL waive all late fees.KM	
0055-00	HALL, TONYA	1701 BOARDMAN AVENUE	ACTIVE
	Comments:	3/16/12 Cust request ext until 4/3/12 late fee will be paid on next bill.KM 4/23/12 Cust request ext until 5/1/12.KM	
0055-01	SHUCEREA, TONEY	1701 BOARDMAN AVENUE	ACTIVE
	Comments:	OLD GAS METER ID: 64251358 OLD METER ID: 57095177 B OLD MXU ID: 100173837 B A	
0057-00	DECKER, ANN MARIE	1709 BOARDMAN AVENUE	ACTIVE
	Comments:	11/29/11 Called customer phone number has been disconnected.KM	
0059-00	WEBB, DAWAYNE	1609 EAST PLACE	ACTIVE
	Comments:	12/12/2011 Per TM Manager Leffingwell don't charge customer late fee and customer is make a payment of \$39.35 on 12/12/2011 and the balnce on 12/26/2011.KM	
0061-00	POWELL, JAMES	1608 PAXTON AVENUE	ACTIVE
	Comments:	6/4/2012 Per RJ/DJ/WR replaced customer meter with new lperl meter, old meter#64251372,register#60637839 and mxu#14505791.KM	
0062-00	CHANDLER, CAMILLE	1612 PAXTON AVENUE	ACTIVE
	Comments:	7/2/12 Severe leak under house next to hise bibb, need to call a plumber right away per WR.KM 6/4/2012 Per DJ/RJ/WR replaced customer meter to new lperl meter, cust old meter#64251371 and register#57095190.KM	
0067-00	LYNN-IVORY, HENRIETTA	5350 JEFFERY AVENUE	ACTIVE
	Comments:	4/27/12 customer called cannot get in by 4:00 pm will put in drop box over the weekend. (cjs)	
0067-01	APOGEE TEAM REALTY	5350 JEFFERY AVENUE	ACTIVE
	Comments:	OLD GAS METER ID: 64251378 OLD METER ID: 57095197 B OLD MXU ID: 14505485 B A	

**From:** Katrina Martin <kmartin@townofmangoniapark.com>

**To:** addie greene <acommish7@att.net>

**Cc:**

**Date:** Tuesday, July 03, 2012 08:50 am

**Subject:** Re: my water bill

**Attachments:**

Good morning Addie,

Please see your utility account information attached. You have one utility account active account#0053 of which all payments has been applied to as of June 2011. Account#1-49 was your account number for the old billing software. Account #0020 is your business license number which is separate from the utility account processed and billed into another system.

Please let me know if this suffices or if you would like anything further.Thanks!

**Katrina Martin,**  
**Town of Mangonia Park,**  
**Palm Beach County, FL**  
BUS: (561) 848-1235  
FAX: (561) 848-6940

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-----Original Message-----

**From:** addie greene [mailto:acommish7@att.net]  
**Sent:** Monday, July 2, 2012 10:26 AM  
**To:** kmartin@townofmangoniapark.com  
**Subject:** my water bill

Dear Trena, I finally thought of a way to have a personal conversation with you in reference to my water bill. (Hope I spelled your name correctly) Trena, I noticed I have three (3) accounts with the Town.

1. Account Number 1--49 is m Utilities- Which is where I paid \$34.28
2. Account Number 0053-00 (????)
3. Account Number 0020 - is the Business license for my condo in Tiffany Lakes. Which account has my water payment been going to?

Would you please give email or mail me a list of my payments toward my water. Please call me at 845-0847 at your convenience.

Thanks,  
Councilperson Addie L. Greene

**SERVICE ORDER - TOWN OF MANGONIA PARK**

100881

00

1617 BOARDMAN AVENUE

07/05/12

METER - DISCONNECT - NONPAYMENT

Page 1

SERVICE ORDER # 100881

STATUS: COMPLETED

Created 07/05/12 09:13:36 AM Originated By KATRINA Assigned To  
Required By 07/05/12 12:00 PM Modified By KATRINA Approved By  
Completed 07/10/12 08:55:25 AM Fee Status NONE Amount 0.00

Requestor: ADMINISTRATION

UTILITY BILLING CUSTOMER INFORMATION:

Account: 0053-00  
Rt-Meter: 01-0053  
Service Address: 1617 BOARDMAN AVENUE  
Name: GREENE, ADDIE  
Address: 1617 BOARDMAN AVENUE  
Subdivision:  
Block: Lot:

METER INFORMATION:

Id: 57095256 B  
Brand:  
Size: 5/8  
Reading: 61566  
Rd Date: 06/27/12  
MXU Id: 14164408 B  
Serial: 64251437  
Comment:

SERVICE ORDER TYPE: METER - DISCONNECT - NONPAYMENT

DATE TURNED OFF: 7/5/12

METER READING: 061598

WORK PERFORMED BY: BC/WR

Confirmed water is off per DJ/RJ. 7/5/12

Additional Instructions:

SERVICE ORDER - TC OF MANGONIA PARK

100881

0053

1617 BOARDMAN AVENUE

07/05/12

METER - DISCONNECT - NONPAYMENT

Page 1

SERVICE ORDER # 100881

STATUS: ACTIVE

Created: 07/05/12 09:13:36 AM	Originated By KATRINA	Assigned To
Required By 07/05/12 12:00 PM	Modified By KATRINA	Approved By
Completed	Fee Status NONE	Amount 0.00
Requestor: ADMINISTRATION		

UTILITY BILLING CUSTOMER INFORMATION:

Account: 0053-00  
 Rt-Meter: 01-0053  
 Service Address: 1617 BOARDMAN AVENUE  
 Name: GREENE, ADDIE  
 Address: 1617 BOARDMAN AVENUE  
 Subdivision:  
 Block: Lot:

METER INFORMATION:

Id: 57095256 B  
 Brand:  
 Size: 5/8  
 Reading: 61566  
 Rd Date: 06/27/12  
 MXU Id: 14164408 B  
 Serial: 64251437  
 Comment:

SERVICE ORDER TYPE: METER - DISCONNECT - NONPAYMENT

DATE TURNED OFF: 7-5-12

METER READING: 061598

WORK PERFORMED BY: BC/WK

Additional Instructions:

Confirmed water is off DJJ/RJ. 7/5/12

**SERVICE ORDER - TOWN OF MANGONIA PARK**

100889

3

1617 BOARDMAN AVENUE

07/06/12

METER - TURN ON

**SERVICE ORDER # 100889**

**STATUS: COMPLETED**

<b>Created</b>	07/06/12 02:42:36 PM	<b>Originated By</b>	KATRINA	<b>Assigned To</b>	WILLIE REED, LPO
<b>Required By</b>	07/06/12 12:00 PM	<b>Modified By</b>	KATRINA	<b>Approved By</b>	
<b>Completed</b>	07/06/12 03:36:38 PM	<b>Fee Status</b>	NONE	<b>Amount</b>	0.00

**ADMINISTRATION**

**UTILITY BILLING CUSTOMER INFORMATION:**

Account: 0053-00  
 Rt-Meter: 01-0053  
 Service Address: 1617 BOARDMAN AVENUE  
 Name: GREENE, ADDIE  
 Address: 1617 BOARDMAN AVENUE  
 Subdivision:  
 Block: Lot:

**METER INFORMATION:**

Id: 57095256 B  
 Brand:  
 Size: 5/8  
 Reading: 61566  
 Rd Date: 06/27/12  
 Comment:  
 Serial: 64251437  
 MXU id: 14164408 B

**SERVICE ORDER TYPE: METER - TURN ON**

DATE: 7/6/12

METER READING: 061598

WAS METER RUNNING?: YES  NO

IF YES, TURNED OFF AT:

\_\_\_\_\_ METER

\_\_\_\_\_ CUSTOMER HAND VALVE (BE SURE TO LEAVE DOOR HANGER WITH PROPER MARKING)

WORK PERFORMED BY: WR \_\_\_\_\_

**Additional Instructions:**

Per Town Leffingwell turn off water all payments will be deducted.KM

TOWN OF MANGONIA PARK

Printed: 07/09/2012

Due: 07/15/2012

Acct: 0053-00 Name: ADDIE GREENE  
Service Address: 1617 BOARDMAN AVENUE

Read Type:	Current Reading:	Previous Reading:	Usage:
WATER	615660 06/27/2012	614330 05/29/2012	1330

Service	Charges	Past-Due	Balance
WATER	15.48	17.43	32.91
TURN ON FEE	25.00	0.00	25.00
WATER TAX	1.55	1.74	3.29
LATE FEE	25.00	0.00	25.00
TOTALS:	67.03	19.17	86.20

>>>> PLEASE PAY \$ 86.20 <<<<

ADDIE GREENE  
1617 BOARDMAN AVENUE  
MANGONIA PARK FL 33407



Search | Sales | Banker Toolbox | Administration | Main | Sign Off

Customer List (0) Clear List  
cci-al-app17/prod/pod\_svp\_248.03\_h

# Account

## Wells Fargo Essential Checking XXXXXXXXXX

Bank FLORIDA (287)

[Detail](#) | [Address](#) | [History](#) | [Stop Payments](#) | [Holds/Pledges](#) | [Overdraft/NSF Fees](#) | [Service Fees](#) | [Check Orders](#) | [Transfers](#)

### Checking/Savings Account History

*Vanessa*

Select action ... *2000* *Tues or Wed.*

Tax Responsible Customer ADDIE L GREENE Sole Owner  
 Additional Customers DEBBIE DILLARD Beneficiary  
 Ledger Balance XXXXXXXXXX  
 Available Balance XXXXXXXXXX

*7/10/12  
+1/c*

*2 business Days  
Ernest Brierre*

Date	Description	Image Available	Check Number	Amount	Balance
07/06/12	Bill Pay Town Of Mangonia	No		100.00	
			(pending)		
07/05/12	Save As You Go Transfer Debit To XXXXXXXXXXXX6890	No		3.00	2212.21
07/05/12	Check	Yes	6508	30.00	2215.21
07/05/12	Pos Purchase - Cracker Barrel West Palm Beafl 7085 00462187636043631	No		13.75	2245.21
07/05/12	Check Crd Purchase 07/03 Life Alert Emergen 818-7007000 Ca 482853XXXXX7085 282185681526929 ?mcc=7399	No		49.95	2258.96
07/05/12	Check Crd Purchase 07/03 Ihop 36132 West Palm Bea Fl 482853XXXXX7085 28218555443637 ?mcc=5812	No		14.00	2308.91
07/03/12	Save As You Go Transfer Debit To XXXXXXXXXXXX6890	No		2.00	2322.91
07/03/12	Bill Pay Brandsmart U.s.a On-line XXXXXXXXXXXX25251 On 07-03 Ebppextdr0 2961893134 1	No		30.00	2324.91
07/03/12	Pos Purchase - The Home Depot W Palm Bch Fl 7085 00462185611185868	No		35.80	2354.91
07/02/12	Save As You Go Transfer Debit To XXXXXXXXXXXX6890	No		1.00	2390.71
07/02/12	Check	Yes	6501	5.00	2391.71
07/02/12	Check	Yes	6507	300.00	2396.71
07/02/12	Check	Yes	6504	322.76	2696.71
07/02/12	Check Crd Purchase 06/29 Samsclub 8157 Gas W Palm Beach Fl 482853XXXXX7085 002181735812839 ?mcc=5542	No		47.27	3019.47
06/29/12	Save As You Go Transfer Debit To XXXXXXXXXXXX6890	No		10.00	3066.74
06/29/12	Check	Yes	63204	150.00	3076.74
06/29/12	Bill Pay Pbc Credit Union On-line Xxx92856 On 06-29 Ebppextdr0 2955550490 1	No		655.00	3226.74
06/29/12	Bill Pay Mayors Jewelers On-line XXXXXXXXXXXX82128 On 06-29 Ebppextdr0 2955548636 1	No		225.00	3881.74
06/29/12	Bill Pay Dr. Joseph L. Lu On-line 47341 On 06-29 Ebppextdr0 2955519047 1	No		205.50	4106.74

**Individual Account**  
**Town of Mangonia Park-Water Utility Department**  
0002-0263.00, Edna Butler

7/23/2012, 10:43AM

Printed by KATRINA

<b>Account:</b> 0002-0263.00	<b>Opened:</b> 12/31/1972	<b>Billing Cycle:</b> A: 06/30/2012 - 07/29/2012	<b>General Editing Summary:</b> This record was created on 9/07/2000 at 4:41PM by Master. It has been edited 37 times since then. The last editing was performed on 7/12/2011 at 3:18PM by Sherry.
<b>Number One</b>	<b>Closed:</b>	<b>Driver's License:</b>	
<b>Number Two</b>			

**Addresses**

<b>Service/Billing Address:</b> Per customer bill is to be sent to service address	<b>Address Editing Summary:</b> This record was created on 9/07/2000 at 4:41PM by Master. It has since been edited only once. The last editing was performed on 7/01/2010 at 9:18AM by (unknown).
Edna Butler 5703 Candlewood Street Mangonia Park FL 33407	

**Transactions**

Current Balance	July 2011	June 2011	May 2011	April 2011
Water 31.08	<b>Beg Bal:</b> 0.00	<b>Beg Bal:</b> 348.36	<b>Beg Bal:</b> 423.36	<b>Beg Bal:</b> 283.20
Sewer 42.36	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>
Tax 3.11	Water 31.08	Water 25.23	Late C 25.00	Water 66.18
<b>Total:</b> 76.55	Sewer 42.36	Sewer 41.90	<b>Paid:</b> 100.00	Sewer 42.36
	Tax 3.11	Tax 2.52	<b>End Bal:</b> 348.36	Tax 6.62
	<b>Paid:</b> 0.00	Late C -75.00		Late C 25.00
	<b>End Bal:</b> 76.55	<b>Paid:</b> 343.01		<b>Paid:</b> 0.00
		<b>End Bal:</b> 0.00		<b>End Bal:</b> 423.36
		<i>adj waived</i>		
March 2011	February 2011	January 2011	December 2010	November 2010
<b>Beg Bal:</b> 93.71	<b>Beg Bal:</b> 82.98	<b>Beg Bal:</b> 78.69	<b>Beg Bal:</b> 89.42	<b>Beg Bal:</b> 299.54
<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>
Water 111.03	Water 46.68	Water 36.93	Water 33.03	Water 42.78
Sewer 42.36	Sewer 42.36	Sewer 42.36	Sewer 42.36	Sewer 42.36
Tax 11.10	Tax 4.67	Tax 3.69	Tax 3.30	ON/OFF 25.00
Late C 25.00	<b>Paid:</b> 82.98	<b>Paid:</b> 78.69	<b>Paid:</b> 89.42	Tax 4.28
<b>Paid:</b> 0.00	<b>End Bal:</b> 93.71	<b>End Bal:</b> 82.98	<b>End Bal:</b> 78.69	<b>Paid:</b> 324.54
<b>End Bal:</b> 283.20				<b>End Bal:</b> 89.42
October 2010	September 2010	August 2010	July 2010	June 2010
<b>Beg Bal:</b> 187.27	<b>Beg Bal:</b> 630.33	<b>Beg Bal:</b> 498.75	<b>Beg Bal:</b> 370.72	<b>Beg Bal:</b> 412.42
<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>
Water 40.83	Water 40.83	Water 58.38	Water 77.88	Water 21.33
Sewer 42.36	Sewer 42.36	Sewer 42.36	Sewer 42.36	Sewer 34.84
Tax 4.08	Tax 4.08	Tax 5.84	Tax 7.79	Tax 2.13
Late C 25.00	<b>Paid:</b> 530.33	Late C 25.00	<b>Paid:</b> 0.00	<b>Paid:</b> 100.00
<b>Paid:</b> 0.00	<b>End Bal:</b> 187.27	<b>Paid:</b> 0.00	<b>End Bal:</b> 498.75	<b>End Bal:</b> 370.72
<b>End Bal:</b> 299.54		<b>End Bal:</b> 630.33		
May 2010	April 2010	March 2010	February 2010	December 2009
<b>Beg Bal:</b> 293.71	<b>Beg Bal:</b> 498.56	<b>Beg Bal:</b> 402.71	<b>Beg Bal:</b> 208.86	<b>Beg Bal:</b> 209.36
<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>	<b>Billed:</b>
Water 46.68	Water 46.68	Water 48.63	Water 99.21	Water 52.53
Sewer 42.36	Sewer 42.36	Sewer 42.36	Sewer 84.72	Sewer 42.36
Tax 4.67	Tax 4.67	Tax 4.86	Tax 9.92	Tax 5.25
Late C 25.00	<b>Paid:</b> 298.56	<b>Paid:</b> 0.00	<b>Paid:</b> 0.00	<b>Paid:</b> 100.64
<b>Paid:</b> 0.00	<b>End Bal:</b> 293.71	<b>End Bal:</b> 498.56	<b>End Bal:</b> 402.71	<b>End Bal:</b> 208.86
<b>End Bal:</b> 412.42				

*Late fees waived due to medical issues*

**Individual Account**  
**Town of Mangonia Park-Water Utility Department**  
0002-0263.00, Edna Butler

7/23/2012, 10:43AM

Printed by KATRINA

November 2009		October 2009		September 2009		August 2009		July 2009	
<b>Beg Bal:</b>	100.64	<b>Beg Bal:</b>	279.75	<b>Beg Bal:</b>	158.90	<b>Beg Bal:</b>	111.95	<b>Beg Bal:</b>	167.67
<b>Billed:</b>		<b>Billed:</b>		<b>Billed:</b>		<b>Billed:</b>		<b>Billed:</b>	
Water	60.33	Water	52.53	Water	48.63	Water	17.43	Water	15.48
Sewer	42.36	Sewer	42.36	Sewer	42.36	Sewer	27.78	Sewer	24.25
Tax	6.03	Tax	5.25	Tax	4.86	Tax	1.74	Tax	1.55
<b>Paid:</b>	0.00	<b>Late C</b>	-25.00	<b>Late C</b>	25.00	<b>Paid:</b>	0.00	<b>Late C</b>	-25.00
<b>End Bal:</b>	209.36	<b>Paid:</b>	254.25	<b>Paid:</b>	0.00	<b>End Bal:</b>	158.90	<b>Paid:</b>	72.00
		<b>End Bal:</b>	100.64	<b>End Bal:</b>	279.75			<b>End Bal:</b>	111.95

*ady  
inflow*

*ady  
inflow*

**Detail Breakdown**

<b>07/13/2011</b> Billing New, Hand, Cash Tracking: Estimate	<b>06/06/2011</b> Payment New, Hand, Check Tracking: 133 Late Date: 6/21/11	<b>06/06/2011</b> Payment New, Hand, Check Tracking: 6454 Late Date: 6/21/11	<b>06/06/2011</b> Billing New, Hand, Cash Tracking: per LL lat	<b>06/02/2011</b> Billing New, Automated,
<b>Beg Bal:</b> 0.00	<b>Beg Bal:</b> 143.01	<b>Beg Bal:</b> 343.01	<b>Beg Bal:</b> 418.01	<b>Beg Bal:</b> 348.36
Water 31.08	Water 49.12	Water 100.00	Late C -75.00	Water 25.23
Sewer 42.36	Sewer 68.98	Sewer 100.00	<b>End Bal:</b> 343.01	Sewer 41.90
Tax 3.11	Tax 24.91	<b>End Bal:</b> 143.01		Tax 2.52
<b>End Bal:</b> 76.55	<b>End Bal:</b> 0.00			<b>End Bal:</b> 418.01
<b>05/23/2011</b> Billing New, Automated,	<b>05/12/2011</b> Payment New, Hand, Check Tracking: 3296 Late Date: 5/21/11	<b>04/29/2011</b> Billing New, Automated,	<b>04/22/2011</b> Billing New, Automated,	<b>03/31/2011</b> Billing New, Automated,
<b>Beg Bal:</b> 323.36	<b>Beg Bal:</b> 423.36	<b>Beg Bal:</b> 308.20	<b>Beg Bal:</b> 283.20	<b>Beg Bal:</b> 118.71
Late C 25.00	Water 100.00	Water 66.18	Late C 25.00	Water 111.03
<b>End Bal:</b> 348.36	<b>End Bal:</b> 323.36	Sewer 42.36	<b>End Bal:</b> 308.20	Sewer 42.36
		Tax 6.62		Tax 11.10
		<b>End Bal:</b> 423.36		<b>End Bal:</b> 283.20
<b>03/22/2011</b> Billing New, Automated,	<b>02/28/2011</b> Billing New, Automated,	<b>02/16/2011</b> Payment New, Hand, Check Tracking: 3268 Late Date: 2/21/11	<b>01/31/2011</b> Billing New, Automated,	<b>01/28/2011</b> Payment New, Hand, Check Tracking: 103 Late Date: 1/21/11
<b>Beg Bal:</b> 93.71	<b>Beg Bal:</b> 0.00	<b>Beg Bal:</b> 82.98	<b>Beg Bal:</b> 0.00	<b>Beg Bal:</b> 78.69
Late C 25.00	Water 46.68	Water 36.93	Water 36.93	Water 33.03
<b>End Bal:</b> 118.71	<b>End Bal:</b> 93.71	Sewer 42.36	Sewer 42.36	Sewer 42.36
		Tax 3.69	Tax 3.69	Tax 3.30
		<b>End Bal:</b> 0.00	<b>End Bal:</b> 82.98	<b>End Bal:</b> 0.00
<b>12/30/2010</b> Billing New, Automated,	<b>12/16/2010</b> Payment New, Hand, Check Tracking: 3253 Late Date: 12/21/10	<b>11/30/2010</b> Billing New, Automated,	<b>11/16/2010</b> Payment New, Hand, Check Tracking: 3248 Late Date: 11/21/10	<b>11/01/2010</b> Billing New, Hand, Cash
<b>Beg Bal:</b> 0.00	<b>Beg Bal:</b> 89.42	<b>Beg Bal:</b> 0.00	<b>Beg Bal:</b> 324.54	<b>Beg Bal:</b> 299.54
Water 33.03	Water 42.78	Water 42.78	Water 133.46	ON/OFF 25.00
Sewer 42.36	Sewer 42.36	Sewer 42.36	Sewer 127.08	<b>End Bal:</b> 324.54
Tax 3.30	Tax 4.28	Tax 4.28	ON/OFF 25.00	
<b>End Bal:</b> 78.69	<b>End Bal:</b> 0.00	<b>End Bal:</b> 89.42	Tax 14.00	
			Late C 25.00	
			<b>End Bal:</b> 0.00	

**Individual Account**  
**Town of Mangonia Park-Water Utility Department**  
0002-0263.00, Edna Butler

7/23/2012, 10:43AM

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<p><b>10/31/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 212.27 Water 40.83 Sewer 42.36 Tax 4.08 <b>End Bal:</b> 299.54</p>	<p><b>10/26/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 187.27 Late C 25.00 <b>End Bal:</b> 212.27</p>	<p><b>09/30/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 100.00 Water 40.83 Sewer 42.36 Tax 4.08 <b>End Bal:</b> 187.27</p>	<p><b>09/10/2010</b> Payment New, Hand, Check Tracking: 3232 Late Date: 9/21/10</p> <p><b>Beg Bal:</b> 217.91 Water 6.58 Sewer 61.33 Late C 50.00 <b>End Bal:</b> 100.00</p>	<p><b>09/08/2010</b> Payment New, Hand, Check Tracking: 2584223 Late Date: 9/21/10</p> <p><b>Beg Bal:</b> 630.33 Water 145.89 Sewer 221.21 Tax 45.32 <b>End Bal:</b> 217.91</p>
<p><b>08/31/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 523.75 Water 58.38 Sewer 42.36 Tax 5.84 <b>End Bal:</b> 630.33</p>	<p><b>08/23/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 498.75 Late C 25.00 <b>End Bal:</b> 523.75</p>	<p><b>07/30/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 370.72 Water 77.88 Sewer 42.36 Tax 7.79 <b>End Bal:</b> 498.75</p>	<p><b>06/30/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 312.42 Water 21.33 Sewer 34.84 Tax 2.13 <b>End Bal:</b> 370.72</p>	<p><b>06/24/2010</b> Payment New, Hand, Check Tracking: 3200 Late Date: 6/21/10</p> <p><b>Beg Bal:</b> 412.42 Water 95.31 Sewer 4.69 <b>End Bal:</b> 312.42</p>
<p><b>05/28/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 318.71 Water 46.68 Sewer 42.36 Tax 4.67 <b>End Bal:</b> 412.42</p>	<p><b>05/24/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 293.71 Late C 25.00 <b>End Bal:</b> 318.71</p>	<p><b>04/30/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 200.00 Water 46.68 Sewer 42.36 Tax 4.67 <b>End Bal:</b> 293.71</p>	<p><b>04/05/2010</b> Payment New, Hand, Check Tracking: 3181 Late Date: 4/21/10</p> <p><b>Beg Bal:</b> 498.56 Water 212.07 Sewer 86.49 <b>End Bal:</b> 200.00</p>	<p><b>03/30/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 402.71 Water 48.63 Sewer 42.36 Tax 4.86 <b>End Bal:</b> 498.56</p>
<p><b>03/24/2010</b> Billing New, Hand, Tracking: It fee err</p> <p><b>Beg Bal:</b> 402.71 *none* <b>End Bal:</b> 402.71</p>	<p><b>02/28/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 309.00 Water 46.68 Sewer 42.36 Tax 4.67 <b>End Bal:</b> 402.71</p>	<p><b>02/02/2010</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 208.86 Water 52.53 Sewer 42.36 Tax 5.25 <b>End Bal:</b> 309.00</p>	<p><b>12/31/2009</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 108.72 Water 52.53 Sewer 42.36 Tax 5.25 <b>End Bal:</b> 208.86</p>	<p><b>12/22/2009</b> Billing New, Hand, Cash Tracking: LF</p> <p><b>Beg Bal:</b> 133.72 Late C -25.00 <b>End Bal:</b> 108.72</p>
<p><b>12/22/2009</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 108.72 Late C 25.00 <b>End Bal:</b> 133.72</p>	<p><b>12/01/2009</b> Payment New, Hand, Check Tracking: 3101 Late Date: 11/21/09</p> <p><b>Beg Bal:</b> 209.36 Water 52.53 Sewer 42.36 Tax 5.75 <b>End Bal:</b> 108.72</p>	<p><b>11/30/2009</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 100.64 Water 60.33 Sewer 42.36 Tax 6.03 <b>End Bal:</b> 209.36</p>	<p><b>10/30/2009</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 0.50 Water 52.53 Sewer 42.36 Tax 5.25 <b>End Bal:</b> 100.64</p>	<p><b>10/22/2009</b> Billing Correction, Hand, Cash</p> <p><b>Beg Bal:</b> 25.50 Late C -25.00 <b>End Bal:</b> 0.50</p>
<p><b>10/13/2009</b> Payment New, Hand, Check Tracking: 3143 Late Date: 10/21/09</p> <p><b>Beg Bal:</b> 279.75 Water 104.82 Sewer 136.15 Tax 13.28 <b>End Bal:</b> 25.50</p>	<p><b>09/30/2009</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 158.90 Water 48.63 Sewer 42.36 Tax 4.86 Late C 25.00 <b>End Bal:</b> 279.75</p>	<p><b>09/22/2009</b> Billing New, Hand,</p> <p><b>Beg Bal:</b> 158.90 *none* <b>End Bal:</b> 158.90</p>	<p><b>08/31/2009</b> Billing New, Automated,</p> <p><b>Beg Bal:</b> 111.95 Water 17.43 Sewer 27.78 Tax 1.74 <b>End Bal:</b> 158.90</p>	<p><b>08/24/2009</b> Billing New, Hand,</p> <p><b>Beg Bal:</b> 111.95 *none* <b>End Bal:</b> 111.95</p>

**Individual Account**  
**Town of Mangonia Park-Water Utility Department**  
 0002-0263.00, Edna Butler

7/23/2012, 10:43AM

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07/31/2009 Billing New, Automated,	07/22/2009 Payment New, Hand, Check Tracking: 2887 Late Date: 7/21/09	07/21/2009 Billing Correction, Hand, Cash Tracking: see notes
<b>Beg Bal:</b> 70.67	<b>Beg Bal:</b> 142.67	<b>Beg Bal:</b> 167.67
Water 15.48	Water 33.03	Late C -25.00
Sewer 24.25	Sewer 38.97	<b>End Bal:</b> 142.67
Tax 1.55		
<b>End Bal:</b> 111.95	<b>End Bal:</b> 70.67	

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ADDIE L. GREENE  
1617 Boardman Avenue  
Mangonia Park, FL 33407

6454

63-643/670  
BRANCH 00550

6/6/2011

Date

Pay to the  
Order of

Mangonia Water Utility | \$ 200.00  
Two Hundred ~~no~~ Dollars



WACHOVIA

Wachovia Bank, a division of Wells Fargo Bank, N.A.

PERK Standard

For

5763 Candlewood 2-263

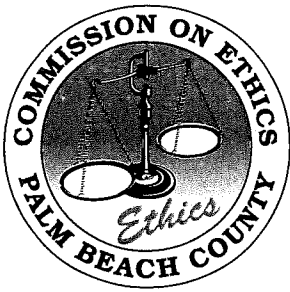
Addie L. Greene

067006432740005084999

Hand and Clavo

GUARDIAN SAFETY BLUE

Paid customer water bill after the election.



# Palm Beach County Commission on Ethics

## Commissioners

Manuel Farach, *Chair*  
Robin N. Fiore, *Vice Chair*  
Edward Rodgers  
Ronald E. Harbison  
Daniel T. Galo

## Executive Director

Alan S. Johnson

July 20, 2012

Addie Greene, Councilwoman  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

Re: C12-004

Dear Councilwoman Greene,

Enclosed please find a copy of complaint C12-004, including the Complaint, Memorandum of Inquiry, Memorandum of Legal Sufficiency and supporting documentation.

This matter will be placed before the Commission on Ethics (COE) at its regularly scheduled meeting on September 6, 2012 at 1:30 pm at the Palm Beach County Governmental Center, 301 North Olive Avenue, 12<sup>th</sup> Floor McEaddy Conference Room, West Palm Beach, FL 33401.

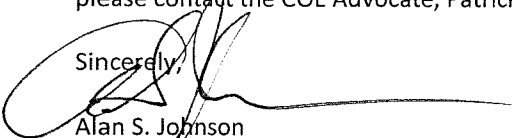
All documents with the exception of the complaint form are exempt from public records disclosure unless and until the complaint is dismissed, probable cause is found, or you request in writing that the information be released.

The September 6, 2012 proceeding will be in executive session and closed to the public unless you request otherwise in writing. You have an opportunity, in accordance with the procedures as set forth in the Commission on Ethics Rules of Procedure, to file a written response to the advocate's recommendation prior to the probable cause hearing. Any documentary evidence that you wish to provide will also be considered by the COE.

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

Should you or your representative have any questions regarding the complaint, or the procedures as described, please contact the COE Advocate, Patrick Quinlin at (561) 686-6300.

Sincerely,

  
Alan S. Johnson  
Executive Director

ASJ/gal

Enclosures

cc: Patrick Quinlin, Advocate



# Palm Beach County Commission on Ethics

## Commissioners

Manuel Farach, *Chair*  
Robin N. Fiore, *Vice Chair*

Ronald E. Harbison  
Daniel T. Galo

## Executive Director

Alan S. Johnson

August 9, 2012

Addie Greene, Councilwoman  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

Re: C12-004

Dear Councilwoman Greene,

On July 20, 2012, you were notified that a complaint had been filed against you in the above referenced matter. On August 9, 2012 the COE Staff Counsel issued a Memorandum of Probable Cause to the Commission on Ethics (COE) recommending probable cause be found. However, staff also recommends a subsequent dismissal be entered and a Letter of Instruction be issued. (see attached)

On September 6, 2012 the Complaint will be heard by the COE in executive session.

While it is recommended that you appear, you are not required to attend the executive session. The executive session will take place at the following time and location:

September 6, 2012 – 1:45 p.m.  
Palm Beach County Governmental Center  
301 North Olive Avenue  
12<sup>th</sup> Floor McEaddy Conference Room  
West Palm Beach, FL 33401

As previously explained in the letter of July 20, 2012, the probable cause hearing will be in executive session and closed to the public unless you provide a written request that the hearing be held in a public forum. You have an opportunity, in accordance with the procedures as set forth in the Commission on Ethics Rules of Procedure, to file a written response to Staff Counsel's recommendation prior to the probable cause hearing. Any documentary evidence that you wish to provide will also be considered by the COE.

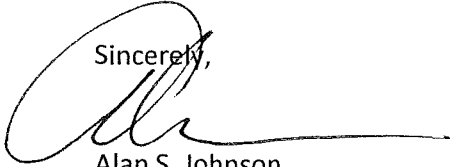
Along with the COE Advocate, you will be permitted to make a brief oral statement in the nature of oral argument to the commission before a probable cause determination is made, based upon the Investigator's reports, your written response and the recommendation of the COE Staff Counsel. If the COE finds no probable cause, the Complaint will be dismissed. If probable cause is found, the COE will decide whether or not to follow the recommendation of staff and dismiss the case with a Letter of Instruction or set a final public hearing in the matter within 120 days.



As indicated, it will be the Commission on Ethics Staff recommendation that probable cause be found that you violated §2-443(a) of the Code of Ethics. However, it will also be recommended that the case be dismissed and a Letter of Instruction be issued rather than proceeding to final hearing in this matter.

Should you or your representative have any questions or concerns regarding the above, please feel free to contact Commission on Ethics Advocate, Patrick Quinlin at 561-686-6300.

Sincerely,



Alan S. Johnson,  
Executive Director

Enclosures

cc: Pro Bono Advocate, Patrick Quinlin

ASJ/gal