

CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
SPECIAL UTILITY SPECIAL DISTRICT BOARD MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
WEDNESDAY, FEBRUARY 25, 2015 AT 5:00 P.M.

(The following may contain inaudible or misunderstood words due to the recording quality.)

**CITY CLERK CALLS TO ORDER**

**CHAIRPERSON DAVIS:** -- our Utility Special District Board of Directors' Meeting. Would you please turn your cell phones to the office or vibrate position. Madam Clerk, please call the roll.

**Roll Call**

**INTERIM DISTRICT CLERK ANTHONY:** Chairperson Judy Davis?

**CHAIRPERSON DAVIS:** Here.

**INTERIM DISTRICT CLERK ANTHONY:** Chair Pro Tem Dawn Pardo?

**CHAIR PRO TEM PARDO:** Present.

**INTERIM DISTRICT CLERK ANTHONY:** Board Member Bruce Guyton? Board Member Cedrick Thomas?

**BOARD MEMBER THOMAS:** Here.

**INTERIM DISTRICT CLERK ANTHONY:** Board Member Terence Davis?

**BOARD MEMBER DAVIS:** Here.

**INTERIM DISTRICT CLERK ANTHONY:** City Manager Ruth Jones?

**CITY MANAGER JONES:** Present.

**INTERIM DISTRICT CLERK ANTHONY:** Executive Director -- Director Louis Aurigemma?

**EXECUTIVE DIRECTOR AURIGEMMA:** Here.

**INTERIM DISTRICT CLERK ANTHONY:** Interim District Clerk Claudene Anthony is present. District Attorney Pamala Ryan?

**DISTRICT ATTORNEY RYAN:** Present.

**INTERIM DISTRICT CLERK ANTHONY:** District Finance Director Randy Sherman?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Here

**CHAIRPERSON DAVIS:** Okay. Let's all stand for a moment of silence and the pledge led by Miss Anthony.

**Invocation**

**Pledge of Allegiance**

(Everyone stood for a Moment of Silence with the Pledge of Allegiance led by Interim District Clerk Anthony).

**AGENDA Approval**

**Additions, Deletions, Substitutions**

**CHAIRPERSON DAVIS:** Okay. Miss Jones, do we have any additions, deletions or substitutions?

**CITY MANAGER JONES:** No, Madam Chair.

**CHAIRPERSON DAVIS:** Okay. Is there a motion to adopt the agenda?

**Adoption of Agenda**

**CHAIR PRO TEM PARDO:** So moved.

**BOARD MEMBER THOMAS:** Second.

**CHAIRPERSON DAVIS:** Okay. Madam Clerk.

**INTERIM DISTRICT CLERK ANTHONY:** Board Member T Davis?

**BOARD MEMBER DAVIS:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Board Member Thomas?

**BOARD MEMBER DAVIS:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Pro Tem Pardo?

**CHAIR PRO TEM PARDO:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Okay. We don't have any consent items. Let's move on to Item 1.

**CONSENT AGENDA**

**ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.**

## END OF CONSENT AGENDA

**COMMENTS FROM THE PUBLIC- 5:15 p.m. - Non Agenda or Consent Item Speakers (Three Minute Limitation) Public Comment should be restricted to issues, matters, or topics pertinent to the City of Riviera Beach Utility District. Please be reminded that the Utility District Board has adopted a set of Rules of Decorum Governing Public Conduct During Official Meetings, which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the District Board Chairperson may have any disruptive speaker removed from the podium from the meeting and/or the building, if necessary. Please govern yourselves accordingly.**

**In addition, if an item is being considered at 5:15 p.m., then comments from the public shall begin immediately after the item has been concluded.**

### PRESENTATIONS

#### REGULAR AGENDA

- 1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ADOPTING THE REVISED CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT POLICY FOR UTILITY SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**CHAIRPERSON DAVIS:** Is there a motion?

**BOARD MEMBER THOMAS:** To moved.

**BOARD MEMBER DAVIS:** Second.

**CHAIRPERSON DAVIS:** Okay. Now, Mrs. Jones?

**CITY MANAGER JONES:** Yes, Madam Chair. The item that you have before you is the staff's proposal on how we revised the Utility Special District policy to address the issues that we have heard from you, as well as from the landlords. We have revised the document and the form, and at this point I would like to ask Randy Sherman, the Director of Finance and Administration, to go through the changes we are proposing.

**CHAIRPERSON DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Good evening.

**CHAIRPERSON DAVIS:** Good evening, sir.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Randy Sherman, again, Finance Director. Attached to the agenda was a copy of the entire policy with the red-line version. What I did is I just cut and pasted those sections that changed for the -- for the presentation tonight. Just enlarge that. And I'm actually going to take these out of order 'cause I figure the rental property is actually the biggest issue we will have the most discussion, and then we can get to some of the -- the smaller changes in the back. If you see it on the screen here, this is in bold.

That means this is brand new language. You'll notice on some of the other screens you have black type that's not in bold. That's the original language. And then you'll notice we have red language -- red -- words in red that show the struck-out language. But again, what we did for the -- for the rental policy or for the rental property, we're coming back and we're saying, Okay. "A tenant may be permitted to establish service in their own name." Okay? That -- that's where we were about two years or so ago. But as a condition of doing that, we need for the property owners to agree, okay, that, you know, all the billings will go -- you know, accrued for that time will go to the renter.

But when that renter leaves, this property is going back into the property owner's name. We've asked in here that when we get a lease, that the leases be at least six months long. Talked to a few other utilities and we're trying to just distinguish between leasing property and the renters that come in. You know, we don't want to be flipping this in and out on, you know, a weekly or a monthly type basis. If -- you know, we need to be able to make sure that we get the lease. And again, the tenant will now be responsible for all those fees during that time. This would be no effort to go back against the landlords. The second part of this, again, as I said, when the service terminates, we need to be notified of that promptly. What we've had in the past wherein tenants leave, we don't know that they have left. So we continue to accrue in the tenant's name when really we should be switching that back over to the property owner.

I do want to point out in here that there's nothing in this policy that, you know, necessarily requires us to go with a tenant. So again, if the property owner wants it in their name, you know, it can stay in their name. And I'd tell you that there are some property owners that do like the current language. And we would like to be able to keep that current language where they stay as the -- the customer by -- and that's since we put it in the tenant's name. Again, there are some that like that. And I'll go through and show you a strike-out language as -- as far as why they actually like that.

**CHAIRPERSON DAVIS:** I have a question.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yes.

**CHAIRPERSON DAVIS:** What if the -- you said something about when the -- the tenant leaves, that the property owners are then responsible for water?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yes. As soon as the tenant leaves and they vacate that property, that meter needs to go back into the property owner's name.

**CHAIRPERSON DAVIS:** Okay. But how would -- how would we know that if they don't tell us?

**DISTRICT FINANCE DIRECTOR SHERMAN:** There you go. And that's why we're putting in it you've gotta tell us. 'Cause in the past we haven't always gotten it.

**CHAIRPERSON DAVIS:** My -- my question is what if they choose not to tell us?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right. We -- we don't know. And the only way we would know is, again, once we get to that delinquent point and we turn it off, whoever then shows up to turn it back on, you know, that's -- that's the only way we know at this point. 'Cause we -- we would turn it off, and until a new tenant tries to come in or the property owner wants to do something else with the property --

**CHAIRPERSON DAVIS:** So if it's still left in the tenant's name and they come and, okay, and then the owners have rented to someone else at a later date --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**CHAIRPERSON DAVIS:** -- then it's the new person who's going to be coming to get the water turned on, correct?

**DISTRICT FINANCE DIRECTOR SHERMAN:** It's going to be the new person. And then --

**CHAIRPERSON DAVIS:** What happens?

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- well, and that's -- that's the problem that we've had in the past, because even though we're not providing any water to that location --

**CHAIRPERSON DAVIS:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- it still is accruing the base fees.

**CHAIRPERSON DAVIS:** Right.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Okay? And those base fees add, even though we have the meter turned off, you know, and everything else, and we -- we now still have the account in that old -- the prior tenant's name and we have to go back after that prior tenant. And then of course now that prior tenant comes back to us and says, Hey, I -- I left three months ago. You know? So we're -- we're running into those situations where we've got these dead spots. And again, without somebody telling us, we really don't know.

**CHAIRPERSON DAVIS:** Well, is there a document or something that --

**BOARD MEMBER DAVIS:** Madam Chair?

**CHAIRPERSON DAVIS:** -- the tenants sign saying that they're going to tell us?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Is there something that says the tenant -  
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**CHAIRPERSON DAVIS:** I'm talking about the -- the owner.

**BOARD MEMBER DAVIS:** Property owner.

**DISTRICT FINANCE DIRECTOR SHERMAN:** What we -- what we have, and that's actually one of the -- the documents you have and -- and I apologize. This just came off the presses and Miss Ryan hasn't even reviewed it at this point. We're trying to come up with a cover that would actually come in with the leases.

**CHAIRPERSON DAVIS:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** That would say, Okay. Yes. I'm the property owner. I'm leasing my property to, you know, Mr. and Mrs. So-and-so. I understand I've gotta follow the policies. I have to tell you when they're here. I have to tell you when they've vacated.

**CHAIRPERSON DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Now, I'm -- I'm hoping that that cover does it, but after Miss Ryan takes a look at it I'm sure she'll have some suggestions.

**BOARD MEMBER DAVIS:** Madam Chair?

**CHAIRPERSON DAVIS:** Mr. Davis?

**BOARD MEMBER DAVIS:** Mr. Sherman?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yes.

**BOARD MEMBER DAVIS:** I have a real brief question. Do we have anything in our system that may indicate once a property owner is registered as a property owner? They're leasing property to the tenants. Is there anything in our system that we can queue in that will say, This lease expires on this date. And -- and once that date hit it's an alert comes to our system, lets us know that something's getting ready to happen?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah. We --

**BOARD MEMBER DAVIS:** Do we have anything in our system that -- that does that?

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- we -- we receive copies of the leases. Okay? But our system does not have any place for us to put those dates in there.

**BOARD MEMBER DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** To flag that. And then of course, then you always have the -- you always have the issues where you have evictions or somebody leaves early and, you know, so you just don't know what those dates are. But you're right. We get the leases and it may say it's a 12-month lease. But if they're automatically renewed, they never have to come and see us again because, again, the water service would just continue.

**BOARD MEMBER DAVIS:** So we don't have no -- no alert system at all? Is that what you're saying?

**DISTRICT FINANCE DIRECTOR SHERMAN:** There isn't any, yeah.

**BOARD MEMBER DAVIS:** How can we -- what -- what would you suggest that we do to improve our system so that you can --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Well, we -- you know, you -- you'd almost have to make it that -- I mean, we could probably set it up that we would get some automatic notifications based on the original leases. And then say, Listen, you have to bring in a new lease. You know, if you've extended this lease, you'd have to bring in a new lease. But again, at that point the water's on.

**BOARD MEMBER DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** And if they're not bringing me the lease and they're paying the bill or, you know, either way, you know, I'm not sure -- I'm not sure how we'd enforce that.

**BOARD MEMBER DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** But, you know, I -- we'll -- let me think about it a little. But --

**BOARD MEMBER DAVIS:** Okay.

**BOARD MEMBER THOMAS:** Madam Chair?

**CHAIRPERSON DAVIS:** Mr. Thomas?

**BOARD MEMBER THOMAS:** Just a couple questions. Tagging on to what Councilman Davis just said, we -- it's going to be essential that we continue to -- to know, have our finger on the pulse of when somebody's changing over.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER THOMAS:** So I mean, I -- to hear that we don't have a way to queue it, I mean, you can put a calendar or something on it to -- to queue it. So it's gotta be a simple way to -- to deal with that or a reasonable way to be able to deal with knowing. But every year that they sign a new lease with the tenant -- with the owner, they -- they're going to need to come in and --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER THOMAS:** -- give it to us, as well. Because what's going to happen is things change. People get evicted. People move out. People sub lease.

**BOARD MEMBER DAVIS:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER THOMAS:** You know, so it's a lot of things that go on. And we need to make sure that in your policy that that's strong enough to say any change, anything like that should be the responsibility of the tenant and the owner.

**DISTRICT FINANCE DIRECTOR SHERMAN:** And the owner.

**BOARD MEMBER THOMAS:** To let us know that they got a new tenant in or something is changing. Otherwise, at the end of these, when they're trying to fight to get their money, you know, we're trying to fight to get our money. You know, it's going to be a -- an issue. So --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER THOMAS:** I think we do -- we need to be vigilant in that effort.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah. And again --

**BOARD MEMBER THOMAS:** What --

**DISTRICT FINANCE DIRECTOR SHERMAN:** I'm sorry. Go ahead.

**BOARD MEMBER THOMAS:** Okay. And my other one, what I -- what I heard you say earlier is some owners like certain language and wanted to keep something.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Some of the owners like the current arrangement that we have. They like the fact that they -- the account is in the tenant's name.

**BOARD MEMBER THOMAS:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** However, they remain -- the -- the property owner remains the customer. They receive --

**BOARD MEMBER THOMAS:** What does that mean?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Well, what they do is they -- they actually get to receive a copy of the bill. 'Cause in essence, they're the customer so they get the bill.

**BOARD MEMBER THOMAS:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** They get to watch their activity of their tenants. And I don't mean necessarily how much water they're using. But whether they're paying their bills or not. And it helps them when they have landlord/tenant issues. Because now they actually have the ability to come in and turn the water off. Because they're the customer.

**BOARD MEMBER THOMAS:** Okay. So --

**DISTRICT FINANCE DIRECTOR SHERMAN:** You know? So again, there are some that like it. I know there's a lot that don't.

**BOARD MEMBER THOMAS:** Yeah. I -- I'm -- I'm -- I -- I'm --

**DISTRICT FINANCE DIRECTOR SHERMAN:** But there's -- there's a lot that do, as well.

**BOARD MEMBER THOMAS:** -- I'm trying to -- I'm --

**DISTRICT FINANCE DIRECTOR SHERMAN:** And I just want to leave that as an option for those that want it. Let them -- let them keep doing it if they like it.

**BOARD MEMBER THOMAS:** Okay. The benefit of that is you say that they get to turn off the water if they want?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Because they are the customer. Yes. And -- and what we do, if we have a tenant in the property and we are told -- you know, or requested to turn off the water, we give the tenant a 48-hour notice so that it's not -- you know, they don't show home -- you know, up at 5:00 and they have no water. So we give them a 48-hour notice that we have been requested to turn that water off.

**BOARD MEMBER THOMAS:** Okay. Because I --

**CHAIRPERSON DAVIS:** Unless the bill is paid.

**BOARD MEMBER THOMAS:** -- I -- I heard that -- I heard some of the complaints were that the landlord would come and say, Hey, turn this -- turn this -- this off. They're not paying. Turn it off. And we still wouldn't turn it off and it would accumulate a -- a larger bill.

**DISTRICT FINANCE DIRECTOR SHERMAN:** What's -- what's happened more often -- and I'm not saying it was perfect -- what's happened is, is we turn it off and the tenant then comes back in and tampers with it and get -- and turns it back on.

**BOARD MEMBER THOMAS:** Okay. So --

**DISTRICT FINANCE DIRECTOR SHERMAN:** And then again, we don't know that until the next billing comes out. And we go, Well, why does this account have usage? And then, at that point the landlord would get a bill again and they say the same thing. "Didn't I tell you to turn this off?" And we go, "We did." But yet it has usage 'cause they've tampered with it.

**BOARD MEMBER THOMAS:** And if it's tampered with one time, I mean, are we vigilant in going out and locking it or doing whatever we have to do?

**DISTRICT FINANCE DIRECTOR SHERMAN:** We either lock it or remove it, yeah.

**BOARD MEMBER THOMAS:** After one time of being tampered with?

**DISTRICT FINANCE DIRECTOR SHERMAN:** After one time.

**BOARD MEMBER THOMAS:** But that's still a month of usage.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right. Now you get more.

**BOARD MEMBER THOMAS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** And now we've put on the tampering charges and now the bill's even higher.

**BOARD MEMBER THOMAS:** Okay. Okay.

**CHAIRPERSON DAVIS:** And does that mean that the -- the owner then has to have -- request a meter be put back in? Is there a fee for that?

**DISTRICT FINANCE DIRECTOR SHERMAN:** There's a -- be a fee to reinstall the meter.

**CHAIRPERSON DAVIS:** Okay. Before we go any further, let me -- let me go ahead and take public comments so that they can get their --

**DISTRICT FINANCE DIRECTOR SHERMAN:** okay.

**CHAIRPERSON DAVIS:** -- you know, if they have questions, we can answer them.

**DISTRICT ATTORNEY RYAN:** Did he go through everything?

**CHAIRPERSON DAVIS:** Huh?

**DISTRICT ATTORNEY RYAN:** Did he go through (inaudible)?

**BOARD MEMBER THOMAS:** (Inaudible).

**CHAIRPERSON DAVIS:** No. I stopped him. But I want him to be able to answer the questions if -- if --

**DISTRICT ATTORNEY RYAN:** Okay.

**CHAIRPERSON DAVIS:** Yeah.

**BOARD MEMBER THOMAS:** You're the Chair. Willis Williams and then Henry Taylor.

### PUBLIC COMMENTS

**WILLIS WILLIAMS:** Good evening.

**CHAIRPERSON DAVIS:** Good evening, sir.

**WILLIS WILLIAMS:** Willis Williams, 1690 W. 26<sup>th</sup> Court. I was hoping to finish Mr. Sherman's statement up before I finish -- got up here to talk. But since he, you know -- I've been around here since dirt. So Jack Walden and then used to run this department, ran the Water Utility District for -- till he retired. And we never had these problems. Now, I don't know where all these problems come from all of a sudden and all of this tenant versus landlord. I'm -- I'm -- I'm -- I went into an agreement with the City and I'm paying back now over \$2,000 because of a tenant and the tampering and all of this that you talked about.

But nobody from the City never even told me that the meter had been removed, that the meter was -- been tampered with. And I didn't know that I should have had come over to the City and tell them that the water, you know -- nobody's in the house anymore. And to -- to put a six-months lease on someone that might be here for the season or golf season that want to rent my property, that want to, you know, just gonna be here to -- to -- to -- to -- to -- for a caddy for three or four months till -- till the season is over, I -- I -- I don't -- I don't understand that. You know, a minimum of a six-month lease. So now you're directing and telling the landlord what he should do or she should do with their property.

So I -- you know, I think I want to finish here, Mr. Sherman. I don't know where these ideas come from. I really don't. I mean, I've seen -- I've been here 45, 50 years in this same town. Paying the same type of water bill. And all of a sudden we got all these crisis. You know, your -- your previous director of the Utilities District, who got our water crazy out because we went up to the Utility District foolishness which we should have never went through, but, you know, the fathers here say that we wanted to do that and so we done it. And now we got a 10-year plan to where our water is gonna be escalated for 10 -- the next 10 years. The bill's just going to go up, 'cause we're gonna have to continue to pay that money that he put into that particular budget or whatever. So I think this needs to be revamped. He's -- he's already admitted that Mr. -- Miss Ryan hasn't even looked at the documents yet and he -- he's here at the last minute and say, you know, Well, I'm sure she's gonna have some concerns. I'm for sure she's gonna have some concerns. I mean, is it legal? So thank you.

**CHAIRPERSON DAVIS:** Thank you, sir. Reverend Burrs and then -- I'm sorry, Henry Taylor was coming -- was coming next and then Reverend Burrs. Sorry. Let the record reflect Mr. Guyton is on the dais.

**HENRY TAYLOR:** Henry Taylor, taxpayer here in the City of Riviera Beach. I think that all of you know that I've sat right there where you sit. I'm the first resident of Riviera Beach to be elected to that city council. And I really care for my people in Riviera Beach and I care for my tenants. All -- over all of the years that I've had rental property, I never ran into this type of problem. When you as the city council or the city manager hired this particular gentleman as your director, then we began to have all kind of problems. I think that you should really take a look at it. The -- your new director's bringing you all kind of

problems here within this city, which we do not need. I think you as a city council need to sit up there and think about the residents of this city and not this director who lives away from this city, drives a City car out of this city and is always away. He does not care about us. No other city --

**CHAIRPERSON DAVIS:** Okay. Mr. Taylor.

**HENRY TAYLOR:** -- has this type of problem that you have.

**CHAIRPERSON DAVIS:** Mr. Taylor?

**HENRY TAYLOR:** Yes.

**CHAIRPERSON DAVIS:** Okay. He's only doing his job of what the city manager and the city council tells --

**HENRY TAYLOR:** I understand that.

**CHAIRPERSON DAVIS:** So let's -- let's not, you know, attack --

**HENRY TAYLOR:** I understand that.

**CHAIRPERSON DAVIS:** -- him as a person. Okay?

**HENRY TAYLOR:** I understand that. And we never had this kind of problem with all of the other directors that we have had in the Utility Department. This has never come up. And when a tenant leaves, ever since I have been a landlord for the last 40 years, when a tenant leaves, we go back to standby fee. That's -- has been -- automatically been being done, which I pay right now for some empty units of \$27 and some change, standby fee, which is always charged to the landlord. This piece of paper that he's presenting to you needs to be taken away. You need to forget about this particular piece of paper. You still are including the landlords in this water service. We ask to be taken away from it completely. And he has not done that with this paper. He has not gone to the city attorney. She needs to read it. She needs to think about the citizens, too. We are tired as a landlord of this new director with all of these problems that's being brought to this city. We don't need it. No other city has this. No other city does what you're trying to do right there now. Thank you.

**CHAIRPERSON DAVIS:** All right. Thank you, sir. Reverend Burrs. After Reverend Burrs is Art Bullard.

**REVEREND BURRS:** Madam Chair and Council, City Manager.

**CHAIRPERSON DAVIS:** Good evening, sir.

**REVEREND BURRS:** I don't understand why this gentleman would -- what's -- what -- he -- he -- why would he meet with us before he came -- brought us before you all? He should have sat down with us and got our opinion. Is there -- he don't care about us, "I

don't have to talk to them. I don't need their opinion. I don't need their idea. This is mine." And as Mr. Arthur Taylor says, he don't live here and don't want to -- don't want to talk with the citizens of Riviera Beach, the taxpayers. He don't pay no tax here. I'm not trying to put him down, but it's a fact. All he had to do was call of us together, sit down like the city manager -- we thought we had our ideas dissolved when we met with the city manager. He done come back with some more stuff. Don't make no kind of sense.

And it's simply put, take the landlords out of it and forget about it and -- well, if you charging -- if a person come over and put in a -- and pay a -- a -- a -- a deposit, when the deposit -- when the water exceeded the deposit, cut the water off. That's all you got. It's simple. If the tenant don't pay the water bill, cut it off. Why does it gotta tell you to cut a tenant's water bill off 'cause he don't -- I look at the bill. He ain't paid the bill. And I gotta tell you to cut it off? That's his job. Not ours. So you ought to send it back say, You go back and sit down with the landlords who are paying heavy taxes in this city and get their idea and their opinion and then come back, because this don't make -- and especially when the city attorney haven't seen it. Y'all -- y'all -- we -- y'all represent us. Y'all are supposed to look out for us, not him. It seem like y'all are protecting him instead of us and it don't make sense. So we'll suggest that take us out of this scenario. Tell him if anything -- just sit down with us.

Now, he said that somebody agreed with this. We'd like to know, does anybody here agree with this? I don't think nobody here agreed with this the way I sound -- the way it sounds. So is y'all her boss and her -- she's his boss. Tell her to tell him to meet with the landlords and get their sole opinion, and let's get this dissolved. 'Cause some -- some -- some of the landlords are losing money right now because they can't rent the -- rent the apartment out. They rent the unit out because they can't pay this here water bill that the -- that the, uh, tenants left. And he should have cut it off before the tenant -- you mentioned the tenant was this, cut the water off if they don't pay the bill and we have nothing to do with it.

**BOARD MEMBER THOMAS:** Madam Chair.

**CHAIR PRO TEM PARDO:** Madam Chair?

**CHAIRPERSON DAVIS:** Can we -- can I get through three more?

**BOARD MEMBER THOMAS:** I just wanted to ask one question about the -- and it's only because I've heard two people say that now that -- did you say Miss Ryan hasn't seen this or did you say that she didn't see the cover sheet. She wants to --

**DISTRICT FINANCE DIRECTOR SHERMAN:** She -- just the cover sheet.

**BOARD MEMBER THOMAS:** But she's seen --

**DISTRICT FINANCE DIRECTOR SHERMAN:** She's seen the -- yes.

**BOARD MEMBER THOMAS:** Miss Ryan, you've seen the document, correct?

**CHAIR PRO TEM PARDO:** Yeah.

**BOARD MEMBER THOMAS:** Have you or have you not seen the document?

**DISTRICT ATTORNEY RYAN:** I have seen the policy. What I have not seen are these -

**CITY MANAGER JONES:** The forms.

**DISTRICT ATTORNEY RYAN:** The forms. These agreement forms. That's -- I haven't reviewed --

**DISTRICT FINANCE DIRECTOR SHERMAN:** No. The -- the old form -- you've seen this. The only one that -- the one that says Draft is the one, again, we're looking to have a cover sheet when we receive a lease, because we do receive fraudulent leases sometimes. And all we're asking is that the landlord send us that cover saying, Yes, I am leasing this to this individual.

**BOARD MEMBER THOMAS:** Okay. I just wanted to clear that up.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER THOMAS:** I wanted to make sure that I understood what was -- what was going on with that.

**CHAIR PRO TEM PARDO:** I can wait until after. Thank you.

**CHAIRPERSON DAVIS:** You want to wait until after?

**CHAIR PRO TEM PARDO:** Yes. Thank you.

**CHAIRPERSON DAVIS:** Okay. Art Bullard and then Dosha Newbold.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Art, my man.

**ART BULLARD:** How you doing, man? Good evening.

**CHAIRPERSON DAVIS:** Good evening.

**ART BULLARD:** My name Art Bullard. I'm a resident of the City of West Palm, but I have rental units here in the City of Riviera Beach. I don't mean to be repetitious in what I'm going to say but I've been a landlord in this city for 42 careers. And I haven't had any problem with this water situation until now. I just want to make maybe a few comments or suggestions, however you take it. Number one, when you're talking about a lease, you've got to look at the area. My leases are month to month. And they're that way because if a tenant want to leave, bye. I don't want to fight you. I don't want to keep you here for no year. If you want to leave, leave. We're both happy. As far as the water is concerned, that water is between the tenant and the City. Now, other cities, what they do is they do credit checks and they have a sliding scale when it comes to deposit. It's

between the tenant and the -- the City. Now, as a landlord, I've been doing this with the water company and also the light company. If you -- if you're my tenant and you move out tomorrow, I immediately call FP&L and say, "That tenant is no longer here."

**UNIDENTIFIED SPEAKER:** Uh-huh.

**ART BULLARD:** I call the City of Riviera. I said, "Ma'am, put the bill back in my name. The tenant has moved." I do that because my new tenant won't have to go through that hassle, Well, somebody's in the unit. So I don't -- I don't see why an owner wouldn't be glad to notify the City that that tenant is gone. So --

**CHAIRPERSON DAVIS:** Right.

**ART BULLARD:** -- that's -- and I've been having success -- success with this, like I said, for 42 years. And I have a unit vacant right now. Check your records. Everything is back in my name. That's the way I want it because I always want full control of my properties. I don't want no tenant saying that the owner didn't do this. If you put it in the owner name and the tenant leave, he'll turn the water on and walk away and won't let you know. So that's the way of punishing you if there's a disagreement as to why that person is leaving your unit. So I -- I don't think you should put that burden on the owner. You know? But, you know, everything been going good. I -- I just think if you tweak what you have up there and put the responsibilities where it belong, it does not belong with the owner. It belongs with the tenant. Do a credit check. Up the deposit and make sure that they pay. Thank you.

**CHAIRPERSON DAVIS:** Doshia Newbold and then Dorothy Gay.

**DOSHA NEWBOLD:** Good afternoon.

**CHAIRPERSON DAVIS:** Good afternoon.

**DOSHA NEWBOLD:** I'm Doshia Newbold, 825 W. Sixth Street. I'm not here to throw anyone under the bus or make any negative comments toward anyone. However, I do disagree with this form. I think what we're trying to say is that we're being forced to be cosigners and we don't want to cosign on the tenants' bills. As a landlord, I have called them when I was evicting a tenant and asked them to discontinue the service and remove the meter. And I was denied that service. I even spoke to the people at the Water Department and said if they're behind, please cut this water off. I'm in the process of an eviction. Please discontinue this service. It's getting nasty. Remove the meter. The city did not help me with that. Maybe they can change that. More importantly, what I think we need to do is make sure we have a substantial amount of deposit on record for the customer and since Mr. Sherman is over the technical issue and I'm very familiar with Utility billing, make sure we have enough that can cover at least two and a half months of -- of water usage. After 30 days the computer could -- can be --

**CHAIRPERSON DAVIS:** No more cards.

**DOSHA NEWBOLD:** The computer can automatically print out a 10-day final notice. After three days we discontinue the services. The amount of deposit should be sufficient for that one and a half month of billing. We should not allow them to go two and three months. That's where the problem is. We have to be diligent in our disconnects and make sure that we have a substantial deposit. Which the deposit we have is adequate. And it should cover -- and even leave money for a refund after a month and a half. Another thing for the city attorney -- I'm not getting on you or anything -- but I worked for FP&L over 20 years. And water is a necessity. That's considered essential for you to live. You can call DCF on a tenant for not treating their kids right. They can be without lights but they cannot be without water for the State of Florida. So by that being something that's essential and you have to have, I think they need to be mindful when they come into this situation of putting everybody involved in the Water Department. And the water problem is, in my personal opinion, is that you have to have adequate deposit.

You have to be diligent in collecting the funds that are necessary. Do not allow the water to go two and three months in arrears. That's what creates the \$602,000 billing. If we can disconnect the service at the 10-day notice, anything under \$50, you can go 30 days with. After that point, we -- the computer only needs to be tweaked to give a final notice. It gets red-lined and goes automatically out for disconnection three days after the 10-day notice. It's very simple. This cosigner issue, this is ludicrous. Let's just get rid of that.

Everybody pay for their own bill. You drive your own car. You pay for your own bill. I'm never cosigning for nothing for nobody. It'll take an act of Congress for me to cosign. So I just want to put that on the record. So let's just take care of our business and make sure we have an adequate amount of deposit and proper collection procedures so that the City can obtain their money.

**CHAIRPERSON DAVIS:** Okay. Thank you, ma'am. Miss Dorothy Gay. And we're not accepting any more cards. This is it. Okay.

**DOROTHY GAY:** Dorothy Gay. I'm going to try to make this real fast.

**CHAIRPERSON DAVIS:** Okay.

**DOROTHY GAY:** We're here, which you know, three minutes cuts me real short -- we need to -- as we keep going back and going back over redundancy, redundancy, we're not getting anywhere. Because if you continue to listen to the director, everything still falls back on the landlord, even though he says one thing, it's not. So only thing I need for -- for you to consider is that do away with all these rules. His added part in there still puts it back on us. It needs to be resubmitted as the word we use. Take us out the picture completely. I want -- on the record, I don't want anything. I'm not signing anything. On record.

When I have and when I do get a tenant, it needs to be in the tenant's name, not in Dorothy Gay. From this point on, I'm giving record that I, on this record, don't want anything in my name. It should be the tenant's. When it falls for me to call and tell you that that person has left, I will did it like I did it before. Orally in the office, everybody

listening, "Turn it off." Don't let it go as long as it went for this last tenant. You need to rethink this. Don't agree to anything coming across the board that is suffice to one individual and you approve it. We need to think for yourself and I continue to say that. Because you can be snowed with anything if you allow it to be. I will not let anybody influence me. If all the landlords have the same opinion, it might be one or two out there who wants it the way he stated. However, record-wise, I do not want anything in my name. It has to be in the tenant's. I'm not signing anything. I'm letting that know so I don't want nobody coming to that office window saying, "Miss Gay, you have to sign this because -- or else you'll have a lien on this property." No.

We don't need to go to a lien situation. I've said that before. So hopefully you'll change it; however, it needs to be revamped, redone, taken out landlord completely. Thank you.

**CHAIRPERSON DAVIS:** Thank you, ma'am. Larita Brown and then Ed Vickers.

**LARITA BROWN:** Good afternoon.

**CHAIRPERSON DAVIS:** Good afternoon, ma'am.

**LARITA BROWN:** As of February the 23<sup>rd</sup>, my tenants left me with a water bill of \$1,143. I've never had a bill like this or I've never seen a tenant's bill since I've been renting. And I was really disturbed about it. When I did go to the City of Riviera Beach, I found out that my tenants illegal turned the water on. The City of Riviera Beach turned it off. My tenants turned it on. The City turned it off. They turned it on again.

And then after that I saw a report from someone at the City of -- City of Riviera Beach that -- Utilities, that my tenants, in turn, decided to put dogs outside. So when they put -- I didn't know anything about it. When they put the dogs outside, then the meter readers did not read the meter so they did an estimation of what they thought the bill was. I don't think this is fair. And I think that we should go after the tenants, not the landlords. I'm not using -- I live in the City of Riviera Beach. I pay my bill and you can -- can plainly see that I pay it on time and there are two different addresses. So therefore, I think that somewhere along the line I don't -- I don't want to blame anybody but I think it's something that should be addressed now. Because the tenants are getting very wise and they're doing things that are unbelievable in order not to pay. Just like they don't pay the rent, they don't pay the water bill or the light bill.

And this is downright ridiculous. And I think that we should come up with a plan that it's not in the landlord's name. This is the first time -- this is the first year I've ever seen this in the landlord's name. I've never seen this before. I've never seen a tenant's water bill before. So this was really puzzling to me. When I did receive one along the way, at that time it was 400. They turned it off. And I mentioned to the tenants. I -- I -- I just don't -- I really don't understand. I'm not going to say that I'm crazy; I don't have good sense, but I think somewhere we need some help and we can only do it by the Utilities and the City of Riviera Beach helping us getting together, councilmen, whoever it takes, to do this. I beg you, please. I don't want to pay a bill of 1,000 something just to have the water turned on. That is unfair to me. I bring the rent down low. It's a four-bedroom and I only charge

1,200 and I don't even get that. By the time I pay 2,000 for insurance and pay taxes, count it up. I don't think I'm making a dime. Maybe \$15 at the end of the year. And then on top of that, I can't even claim that \$1,143 water bill. So --

**CHAIRPERSON DAVIS:** Thank you, ma'am.

**LARITA BROWN:** -- whoo, need your help. Thank you.

**CHAIRPERSON DAVIS:** Ed Vickers.

**ED VICKERS:** GOOD AFTERNOON.

**CHAIRPERSON DAVIS:** Good afternoon.

**BOARD MEMBER DAVIS:** Good afternoon.

**CITY MANAGER JONES:** Good afternoon.

**ED VICKERS:** My name is Ed Vickers. I'm a landowner, a tenant -- a landowner here in West -- Riviera Beach but I live in West Palm. One of the things concern me, I was reading some of the things that Mr. Sherman had down here. But that bothers me, you know, once a tenant leaves, then it goes back into -- it sound like you're saying that the bill go back to the owner. Now, I -- I'll agree with the standby fee. You know, that's just, you know --

**CITY MANAGER JONES:** Uh-huh.

**ED VICKERS:** -- that makes sense, the standby fee. But for you all to sit there and make us responsible for somebody else's bill, they get a -- a -- a lease from me for a whole year. They bring the lease down here to city -- to the Utility Department, and my tenant had moved in a week before the first of the month and I let her move in to get settled in. So when she came down here, they wouldn't accept her deposit and she called me. They say, "You need to come down here." I said, "I don't -- why? I've never been down there before." So when I came down here, they were saying if I don't -- I told them I'm not signing that I'm going to be responsible if she doesn't pay.

And they told me, well, if I didn't sign at that time, they would not cut on her water. And I'm trying to figure out what does a lease mean? The lease mean that they are in control of my property during that 12 months. I can't even just walk in any time I want to and do -- 'cause I have to let the people know, "Look, can I come back and check on my place a little bit?" I have to get permission. And so that lease mean they're in -- in charge. So when they come down there and pay you a deposit, that mean -- that's a contract between the City and the tenant. That's what that deposit mean. So why would, all of a sudden -- now here I get a bill now and my tenant name on there and my name on there. That's ridiculous. Now you want us to monitor the tenant for you? You know? And -- and then there's -- then there's the other thing. I think you're impeding on our -- our rights as a -- as individual -- as a landlord. You're putting these people right here -- actually, you're impeding on the tenant's right 'cause you got us spying on them for you.

So that's -- it just doesn't make any sense to me that -- what y'all are trying to do here. And I just hope that you -- somebody will get together and -- and -- and make some big changes here. But this -- I mean, I pay the standby fee. And I think that's my responsibility. I also pay the property taxes. I also pay the insurance on the building. I do all these things that I supposed to. But all of a sudden now one of the -- somebody was saying that maybe the City need to look at their budget and see why they're going in arrears. Maybe y'all need to look at why are so much money -- that you're losing so much money in the City? Don't make the tenants responsible -- I mean, the landlords responsible for that. So, you know, you're -- if you're overspending, you need to look at your budget and check that out.

**CHAIRPERSON DAVIS:** Okay.

**ED VICKERS:** Okay? Don't make me responsible for that.

**CHAIRPERSON DAVIS:** Thank you, sir. All right.

**CITY MANAGER JONES:** Madam -- Madam Chair?

**CHAIRPERSON DAVIS:** Yes, Miss Jones?

**CITY MANAGER JONES:** If I may just real briefly clarify what is actually being proposed? This is a completely new section that puts the responsibility back on the tenant, not on the landlord. This whole section deals just with rental property and the tenant. As a result of that, in putting together this whole new section, we have increased the deposit and the method of calculating the deposit for the tenant. In this revised policy we will review that deposit and based on that review, there may be adjustments.

Let's say the current tenant is not using as much money -- water as the previous tenant and, therefore, after six months, their deposit doesn't need to be as high. You adjust it. As well as the converse can happen. The use that they're using monthly would outlive -- outlast three months of deposit and so you may increase that. It is all back on the tenant. What we do ask is for the landlord to notify us when the tenant leaves. And that way we will know that whether the tenant -- if it's a situation where the water's been cut off, we'll definitely know if the tenant turns the water on and just leaves, which will destroy the property.

And so we want all of the owners to hear, in this whole new section on the land -- on the tenant, it is not on the landlord. The other thing that this section does -- and I -- I'm hoping with the four-month billing average deposit will be adequate deposit in order to be able to cover the tenant. The other thing that this policy does is changes so that the delinquent accounts, we go after the tenant. That's what this -- this -- this whole new section does, even as it relates to delinquent accounts. We -- and those are the -- the major changes. That whole new section was written just to deal with rental property. We may not have gotten all of the issues resolved but we heard, Take us out. This takes you out. And --

**CHAIRPERSON DAVIS:** And if I --

**CITY MANAGER JONES:** -- and so --

**CHAIRPERSON DAVIS:** Okay.

**CITY MANAGER JONES:** -- I just wanted to make sure that the landlords and the residents realize that this does take them out of that process. We still have, I believe, an issue as it relates to six-month leases 'cause I just heard a gentleman say that he does month-to-month leases. And so I don't know what we do as it relates to that requirement. We have and do gate lot of bogus leases. And so that form is not holding the landlord responsible for the water. It is saying then you got at least that signature in another place so you can compare that that is a valid signature because people will falsify a lease. And you can pull a lease off of the Internet and fill it in and -- and go in and get water turned on. It does not hold the landlord responsible. It just says, I am leasing this property to these individuals. And I just wanted to clear that up. That is what this whole new section does.

**CHAIRPERSON DAVIS:** Okay.

**BOARD MEMBER GUYTON:** Madam Chair?

**CHAIRPERSON DAVIS:** Mr. Guyton?

**BOARD MEMBER GUYTON:** Thank you. Either Mr. Sherman or the city manager, on 2.4, the last sentence where it says, "After five days when tenant service has been disconnected for nonpayment, the service will be placed back in the name of the property owner," why is that? Why don't we wait until we get another tenant to put it in the new tenant's name?

**DISTRICT FINANCE DIRECTOR SHERMAN:** You have to look at the sentence above that.

**BOARD MEMBER GUYTON:** I read --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Where it says, "Property owner has a vacant rental property, responsible for all fees associated with service." So as soon as a tenant has left, again, it's the standby charge. We're not taking if the tenant has left and has left an outstanding balance. That's not going to transfer anymore. But at that point now the standby fees should go over to the property owner. And I think that's what --

**BOARD MEMBER GUYTON:** So, okay --

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- like Mr. Bullard said, is, "Hey, I called. And I know it goes back in my name. When I get a new tenant it goes back in the tenant's name."

**BOARD MEMBER GUYTON:** Okay. And I think probably what we need to do is to clarify --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER GUYTON:** -- that this is related to standby fees.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Standby.

**BOARD MEMBER GUYTON:** So that it would be in black and white and nobody downstairs can misconstrue that as being something else.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right. No. Yeah.

**BOARD MEMBER GUYTON:** So it's very clear. The other thing that's right under that, that's -- that paragraph concerns me a little bit. And I won't read all the way through it. But essentially it says that, "The District may require the rental property owner to be the District customer." And I don't know if -- if that is because we have bad tenants and you know the names and if that's the case, we just don't give them water, or --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah. If -- if they -- if they come back in and they owe us money on another account --

**BOARD MEMBER GUYTON:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- they rented property, you know, in a different part of --

**BOARD MEMBER GUYTON:** Understood.

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- we won't open a new account until they've paid.

**BOARD MEMBER GUYTON:** And -- and -- and that's how we need to do. But my concern is saying that we may require if they come and they have a bad credit record with us --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER GUYTON:** -- whether they have a lease or not, we shouldn't turn it on. And we tell the -- the -- the landlord.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah. And -- and then -- and -- and that's -- that's, I think -- yeah, Mr. Guyton, that's a -- that's a good point. Because it's not that we would require it. It was just we would not put it in the tenant's name if the property owner/landlord wants to leave the account and --

**BOARD MEMBER GUYTON:** Yeah.

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- let that tenant move in, there's nothing we can do about it.

**BOARD MEMBER GUYTON:** But my concern --

**DISTRICT FINANCE DIRECTOR SHERMAN:** And I'm sorry, that -- that's a good thing for --

**BOARD MEMBER GUYTON:** -- and I think we need to clarify that because as our customer service employees read this --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER GUYTON:** -- it can be interpreted in a different way.

**DISTRICT FINANCE DIRECTOR SHERMAN:** A different way. Yeah. I -- that's --

**BOARD MEMBER GUYTON:** So if we can clarify that language, as well.

**CITY MANAGER JONES:** Clarify it or take it out.

**BOARD MEMBER GUYTON:** I'm sorry?

**CITY MANAGER JONES:** Clarify or take it out.

**BOARD MEMBER GUYTON:** Or take it out. I mean --

**CITY MANAGER JONES:** I think we could then remove it.

**BOARD MEMBER GUYTON:** Because the point is if you have bad credit or -- I mean, not bad credit, but if you have an outstanding bill with us, we're not going to turn the water on. We don't care if you have a five-year lease. That's -- that's -- that's the point that we need to make.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Correct.

**BOARD MEMBER GUYTON:** And that's between us and that tenant, not with the landlord.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Correct.

**BOARD MEMBER GUYTON:** So I don't want any language to be misconstrued by one of our customer service representatives that the District may require the rental property owner to be the District customer. No. No.

**UNIDENTIFIED SPEAKER:** (Inaudible).

**BOARD MEMBER GUYTON:** Just -- it -- it's -- it's my point -- I'm sorry, ma'am. We're -- it's -- it's the dialogue now between the -- the Chair, if she allows you. I don't have the authority to allow you to speak. I'm sorry.

**CHAIRPERSON DAVIS:** No. Let -- let -- let -- I'm sorry but public comments is over.

**BOARD MEMBER GUYTON:** But --

**CHAIRPERSON DAVIS:** So, you know, the conversation -- the discussion is -- is among us right now. Okay?

**BOARD MEMBER GUYTON:** -- so -- so I -- I don't know how my colleagues feel but I don't know if that paragraph is actually necessary since the way we're going to deal with it is that if they have an outstanding bill, it's not going to be turned on. So that I don't see where language there saying that we may require it to be put in the owner's name is even necessary.

**CHAIRPERSON DAVIS:** Maybe we can just put the --

**BOARD MEMBER THOMAS:** Okay.

**CHAIRPERSON DAVIS:** -- the language that you just talked about that if they --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**CHAIRPERSON DAVIS:** -- owe us, they will not get any water, period.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Okay. Right. Just plain.

**BOARD MEMBER GUYTON:** I think it just need to be clarified.

**CHAIRPERSON DAVIS:** Plain and simple.

**BOARD MEMBER GUYTON:** So that those who may not be in this meeting and those who may be dealing with the customers fully understand what the intent is with that.

**CHAIRPERSON DAVIS:** Okay.

**BOARD MEMBER THOMAS:** Madam Chair?

**CHAIRPERSON DAVIS:** Mr. Thomas?

**BOARD MEMBER THOMAS:** I -- I agree with what Mr. Guyton is saying. I do want to -- I --

**UNIDENTIFIED SPEAKER:** (Inaudible).

**BOARD MEMBER THOMAS:** -- I don't know how we make sure -- I don't know how you're going to --

**CHAIRPERSON DAVIS:** Okay. Can we -- can we keep it down a little bit out there?

**BOARD MEMBER THOMAS:** I don't know how you're going to make sure from one property to the next, but if it -- if it's a husband, wife, boyfriend, whatever, who's ever leasing, I mean, that game can get played quite a bit. So I don't know how we make

sure that that person, if they move from this landlord to this landlord and decide, Okay. They're going to put it in the other adult's name or -- or whatever, I -- I don't know how you -- you -- you -- you fix that part. You can -- you can do that a couple times down the -- down the line and --

**BOARD MEMBER GUYTON:** (Inaudible).

**BOARD MEMBER THOMAS:** -- no, you -- they can put it in some children's names and some other -- it can go a while now. Don't act like we don't know what be going on, now. The -- the -- the -- the other thing I'm saying is, I -- I do agree with that, we do need to put it in. When Mr. -- when -- when Mr. Guyton asked if we could do that, you kind of paused this as to maybe it was a reason why not. Now, I just want to make sure that you understand that if the board feels that that needs to go there, unless it's -- it's going to go. Unless it's some reason that you're saying that's going to tie our hands or -- or something. Is that the line that you were thinking or --

**DISTRICT FINANCE DIRECTOR SHERMAN:** No. Again, I'm -- I'm thinking the -- and I'm trying to, you know -- why we put it there. I think the first sentence is necessary, 'cause again, I don't want to -- the -- the City should not be compelled --

**BOARD MEMBER THOMAS:** Can you read that first sentence? Can you tell me -- can you read the first sentence that you said?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Sure. "Nothing in this policy shall require the District to enter into a direct customer relationship with renters."

**BOARD MEMBER GUYTON:** I agree.

**CHAIRPERSON DAVIS:** That's fine.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right. And that's what brought -- that sentence should stay.

**BOARD MEMBER THOMAS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** And then again we put the other one trying to --

**BOARD MEMBER THOMAS:** Now, which other one?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Well, the rest of the -- that paragraph.

**BOARD MEMBER GUYTON:** The rest of the sentence about --

**BOARD MEMBER THOMAS:** Okay. Do you mind if we just go over that just for my own edification?

**DISTRICT FINANCE DIRECTOR SHERMAN:** No. No. Again, it says, "The District may require the rental property owner to be the District's customer in which the event of the property owner shall be responsible for all unpaid charged accrued during the tenancy of a renter which shall be a lien against the rental property. And again, we were really trying to clarify the first sentence which I understand has probably confused the first sentence.

**BOARD MEMBER GUYTON:** Yeah.

**DISTRICT FINANCE DIRECTOR SHERMAN:** So, you know, whether that second sentence is necessary or not or needs to be, you know --

**BOARD MEMBER THOMAS:** Okay. Well, that -- this would be -- this would --

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- rewritten, that's fine.

**BOARD MEMBER THOMAS:** -- okay. So we get there. The -- it's a balance left, for whatever reason.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER THOMAS:** It's left. Okay. So if we're saying that the landlord is not going to be responsible for that, we're saying that we're just going to write that off?

**DISTRICT FINANCE DIRECTOR SHERMAN:** We're going to try to collect it to the best we can, but, yes.

**BOARD MEMBER THOMAS:** I -- I get it. I get it. You're going to send it to Pay and Credit, yada, yada, yada. But, all right, this tenant is gone.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER THOMAS:** The landlord wants to put another tenant in there. So there's no delay in this is an unpaid bill still sitting on this account? They're going to still be able to rent their properties to someone else?

**DISTRICT FINANCE DIRECTOR SHERMAN:** With -- let me just give you a little -- one small caveat and I know it probably doesn't matter.

**BOARD MEMBER THOMAS:** Please, give it to me. Give it to me.

**DISTRICT FINANCE DIRECTOR SHERMAN:** But again, once that first tenant leaves --

**BOARD MEMBER THOMAS:** Uh-huh.

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- it will go back into the owner's name.

**BOARD MEMBER THOMAS:** Okay. So --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Okay. Once the -- once that owner's bill for that vacancy period is paid, then they can get a new tenant.

**BOARD MEMBER GUYTON:** Standby.

**BOARD MEMBER THOMAS:** Okay. But what if there's no vacancy? Hold on. Hold on. Let me just make sure I understand this.

**DISTRICT FINANCE DIRECTOR SHERMAN:** All right. And if it's -- if it's (inaudible) then they're in.

**BOARD MEMBER THOMAS:** But if it's --

**CHAIRPERSON DAVIS:** Hold on. Hold on.

**BOARD MEMBER THOMAS:** Right. I just -- no, I just want to make sure that I'm getting it right. The tenant says, Okay. I'm leaving on the 1<sup>st</sup>. They tell this -- well, ironically most of them probably wouldn't say it in time, but if they do and the landlord says, Okay. I'm going to lease this, and they got someone that wants to move in.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER THOMAS:** You know, by the 1<sup>st</sup> or the 5<sup>th</sup> or however long it's going to take them to get the property ready. At that time they're going to be able to lease with in problem. They're going to be able to -- to get that in. So we have some type of mechanism in place to say this stops this land -- this stops this tenant and this new tenant is picking up without an overlay of this tenant is coming in now saying, I don't owe that bill, but, Yeah, you do 'cause you came in on the 1<sup>st</sup> or whatever. Do we have something in place? 'Cause that's the convoluted part to me.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah. And if you think about it, that -- if you think about an owner-occupied, you sell, you buy. One, we get a final read today; two seconds later it's in the new customer's name. Yes. So we can do the same --

**BOARD MEMBER THOMAS:** So -- so we --

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- thing with the renter.

**BOARD MEMBER THOMAS:** Okay. So now that I understand that part, let me go back to this -- this -- this second sentence that's extremely long. "The District may require the rental property owner to be the District's customer." Okay.

**CHAIRPERSON DAVIS:** We're eliminating that.

**BOARD MEMBER THOMAS:** Or are we?

**BOARD MEMBER GUYTON:** Yes.

**CITY MANAGER JONES:** I thought that was (inaudible) .

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah. I -- I think -- I think we all agree that that --

**CHAIRPERSON DAVIS:** (Inaudible).

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- is confusing, yeah.

**BOARD MEMBER GUYTON:** (Inaudible).

**BOARD MEMBER THOMAS:** Okay. That's cool. Okay. So then that means that we're eliminating after the comma, as well?

**BOARD MEMBER GUYTON:** Yeah, everything after the first sentence.

**CHAIRPERSON DAVIS:** Yeah. The whole sentence.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**CITY MANAGER JONES:** We're keeping the first sentence.

**BOARD MEMBER THOMAS:** Okay.

**BOARD MEMBER GUYTON:** (Inaudible) in that paragraph.

**BOARD MEMBER THOMAS:** It's just my duty to ask and make sure that I understand. No, I -- I -- I heard people talking about it but I wanted to make sure that I understood exactly what's going on. Okay.

**CHAIRPERSON DAVIS:** Yeah. The new language is -- is -- is that we wouldn't turn the water on if they owe the City any money. We don't have a -- you know, we have the right to refuse to turn the water on.

**BOARD MEMBER THOMAS:** Even if a landlord wants to rent that property, because that -- now, you know that's going to become a problem in a minute. You -- you already know that so let's not act like it's not. So well, some landlord's going to say, Hey, that has nothing to do with me. You're hurting my chances of making money. I just want to make sure that we understand that up front that that is going to affect some landlord who's not going to be happy or she's not going to be happy that their tenant is not going to be able to get water. Now, at which time, what are we going to do to resolve that? Are we just going to say you can't -- hold on. I'm asking. Are you gonna just say, "You can't rent to that person," or I mean, what -- what -- what -- what is going to be the problem there? Because then it come -- just hang on for a minute. Let me get my question out.

**CHAIRPERSON DAVIS:** We're just talking. Go ahead.

**BOARD MEMBER THOMAS:** Yeah. What -- what is going to be the remedy for that? Because to me, that's going to add some type of exposure to us because now we're

interfering in their business dealing. So let -- let's not about like we're going to fix a problem and -- and create another one and then act like it doesn't exist. So what's going to happen in -- in that case?

**CHAIRPERSON DAVIS:** And -- and you know what? I -- and I'm -- I'm just going to say this. We are trying to work this out. We're trying to work with the landlords and -- and solve the problem. But, you know, I would hope that the landlords are going to try to work with us, too. Because we don't -- you know, I mean, if -- if we're asking for a simple phone call to let us know that the place is empty, you know, I don't think that's too much to ask. You know? So I mean, it --

**BOARD MEMBER THOMAS:** It -- it's not.

**CHAIRPERSON DAVIS:** -- it -- it --

**BOARD MEMBER THOMAS:** It's not.

**CHAIRPERSON DAVIS:** I know. And it's -- it's -- -- it's -- it's -- it's your business. It's your business.

**BOARD MEMBER THOMAS:** It's not my -- my issue, Madam Chair --

**CHAIRPERSON DAVIS:** So -- I know what you're saying. I know. I know.

**CITY MANAGER JONES:** But -- but I think -- let me -- yeah.

**BOARD MEMBER THOMAS:** Yeah. My -- my issue --

**CITY MANAGER JONES:** I want to see if I understand the issue and then I --

**BOARD MEMBER THOMAS:** Go ahead.

**CITY MANAGER JONES:** -- (inaudible).

**CHAIRPERSON DAVIS:** Yeah. If -- if somebody comes in who --

**CITY MANAGER JONES:** You're saying if someone

**CHAIRPERSON DAVIS:** -- has bad credit.

**CITY MANAGER JONES:** You're saying if someone has bad credit or has owed for a water bill someplace else in the city.

**CHAIRPERSON DAVIS:** Uh-huh.

**BOARD MEMBER THOMAS:** Right.

**CITY MANAGER JONES:** That's what we're talking about right now?

**CHAIRPERSON DAVIS:** Right.

**BOARD MEMBER THOMAS:** Right.

**CITY MANAGER JONES:** Okay. I just wanted to make sure that --

**BOARD MEMBER THOMAS:** Yeah, yeah. Now --

**CITY MANAGER JONES:** -- it was only that.

**BOARD MEMBER THOMAS:** Yeah, I'm only concerned about what's happening in Riviera. My issue was all what we discussed and all what you just said, Madam Chair, I 110 percent agree. My issue and my concern and what I'm always looking at is we have maybe 20 landlords out there. But we have over 1,600, you know, in the city that's not here right now that's probably not engaged in this. And all I'm saying is that will become a problem at some point. If one landlord has an issue and that person wants to move to another landlord's place, and now we say, You didn't pay this bill so we're not going to turn the water on, that landlord's going to say, Well, that had nothing to do with me.

**CHAIRPERSON DAVIS:** But -- but by the same token, now, if -- if the landlords get a tenant who they had maybe once before who left them with a bill, they wouldn't rent to them.

**BOARD MEMBER THOMAS:** That's true.

**CHAIRPERSON DAVIS:** You know? So I mean, the same -- I -- I --

**BOARD MEMBER THOMAS:** The -- no, I'm saying --

**BOARD MEMBER DAVIS:** Madam Chair?

**CHAIRPERSON DAVIS:** -- I understand what you're saying. I understand.

**BOARD MEMBER THOMAS:** -- that's -- that's the same -- I think we do need to address that, at least put it in the policy of what we do in those cases or something. That -- I just think that that is an immediate -- immediate impact. That's -- that's all I'm saying. I -- I get you. I -- I get -- I get what --

**CHAIRPERSON DAVIS:** I -- I know.

**BOARD MEMBER THOMAS:** -- I get what you're saying.

**CHAIRPERSON DAVIS:** Okay. Mr. Davis?

**BOARD MEMBER DAVIS:** You got a valid point. Thank you, Madam Chair. One thing we can do is -- I think is the obvious is this request that they pay their previous balance to deal with the City. All right? Once they pay their previous balance they owe the City, then they can have some water which is (inaudible).

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**CHAIRPERSON DAVIS:** But it's still -- it's still going to affect the landlord.

**BOARD MEMBER THOMAS:** It is.

**CHAIRPERSON DAVIS:** Because --

**BOARD MEMBER DAVIS:** I was gonna -- I mean, if they're paying the balance to the City they owe on -- on --

**CHAIRPERSON DAVIS:** May take them some time.

**BOARD MEMBER DAVIS:** -- the -- on the previous account --

**CHAIRPERSON DAVIS:** If it takes them some time --

**BOARD MEMBER DAVIS:** If it takes some time then the landlord should have -- gonna work on getting some new --

**CHAIRPERSON DAVIS:** Which is what we're say.

**BOARD MEMBER DAVIS:** Yeah, I see what you're saying. But the reality of it is, if they pay a balance then that's going to put the onus on the future tenant. And that's going to put a warning on the -- on the -- on the landlord, Hey, should I even be taking this tenant on if they haven't been paying their bills prior? So we might be doing the landlord a favor. 'Cause we're putting the landlord -- Hey, man, did you know they didn't pay a \$500 water bill?

**CHAIRPERSON DAVIS:** Well, I think it probably is just talking among the --

**BOARD MEMBER DAVIS:** Yeah. I think it's going to help out a lot by allowing them to pay the bill and then letting the landlord know to see where they're going in the future with this particular tenant. 'Cause they might want to back out themselves and go with someone else, 'cause I -- I'm pretty sure they're going to have some options.

**CHAIRPERSON DAVIS:** Okay.

**BOARD MEMBER GUYTON:** Madam Chair?

**CHAIRPERSON DAVIS:** Mr. Guyton?

**BOARD MEMBER GUYTON:** Two things. First of all --

**CHAIRPERSON DAVIS:** And we need to (inaudible).

**BOARD MEMBER GUYTON:** -- I want to clarify that all of this potential water customers will be required to produce a valid I.D.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Absolutely.

**UNIDENTIFIED SPEAKER:** Driver's license (inaudible).

**BOARD MEMBER GUYTON:** Driver's -- something that --

**CHAIRPERSON DAVIS:** Valid I.D., absolutely.

**BOARD MEMBER GUYTON:** Okay. So it won't be the -- the -- the baby, the little two-year-old or what the name is?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah.

**CHAIRPERSON DAVIS:** A driver's license.

**BOARD MEMBER GUYTON:** Okay. The -- the other thing is, as it relates to somebody owing us and we're refusing to provide water, that is exactly what the landlords just asked us to do.

**CHAIRPERSON DAVIS:** Uh-huh.

**BOARD MEMBER GUYTON:** Don't hold them responsible. If they owe you, turn the water off or if they owe you, don't give them water.

**CHAIRPERSON DAVIS:** Right.

**BOARD MEMBER GUYTON:** We are doing what they're asking us to do. Now, if there's a landlord that has a problem with that, this is America. We can't please everybody. But the majority who have spoken have said, Hold the tenant responsible.

**UNIDENTIFIED SPEAKER:** Right. Right.

**UNIDENTIFIED SPEAKER:** Right.

**BOARD MEMBER GUYTON:** And that's what we're going to do. And if they owe us -- like I said, I wouldn't care if they enter into a 10-year lease. We should not turn the water on. And if that cause them a problem, that's their problem. Or you know, we're going to deal with the tenant with the water, but if they got some issue *W-S* the lease, that's with the landlord now.

**CHAIRPERSON DAVIS:** Right.

**BOARD MEMBER GUYTON:** But if they owe us, the water's not being turned on.

**BOARD MEMBER DAVIS:** Let's get our money.

**BOARD MEMBER GUYTON:** Okay. That's my position.

**CHAIRPERSON DAVIS:** Okay. Hey, that sound good to me.

**BOARD MEMBER DAVIS:** Hey, let's get our money.

**CHAIRPERSON DAVIS:** Okay.

**BOARD MEMBER DAVIS:** Let's get our money.

**CHAIRPERSON DAVIS:** So everybody okay with that?

**BOARD MEMBER THOMAS:** Not really.

**BOARD MEMBER DAVIS:** No.

**BOARD MEMBER THOMAS:** I hear that and I get it. And so often, you know, we end up trying to debate each other. I'm trying to talk about potential issues that would occur. Bulk billing, all of those things, moving from different apartments to one -- let's take Indian Trace or somewhere leak that where they move from different apartments to one and don't necessarily transfer that particular account. All of these type of things happen over 14,000 accounts. And what I'm trying to do is not just take care of the issues that we're hearing from the 20 that are here. I'm trying to look ahead and make sure that we're trying to at least cover that. Because none of us are going to be sitting down at that window when those customer service representatives are dealing face to face with an irate tenant, an irate landlord or back and forth. You know, so that is what I'm trying to -- you know, to cover. I'm -- I'm really not here to debate each other's thought process. If it works it works. I thought of something that I think would be an issue. If we're addressing it in that, that's -- that's fine. But I do know just from -- based on my own talking with some landlords that that happens. In a bulk place like that they go from a -- a one-bedroom to a four-bedroom. They put the -- they move to the new place in the same place like at Indian Trace, and they put in somebody else's name. So that -- that's all I'm trying to make sure is that we address all things that we can. We're not going to see everything but if we see something, that we can address it. That's all for me, Madam Chair.

**BOARD MEMBER GUYTON:** Madam Chair, one last question.

**CHAIRPERSON DAVIS:** Mr. Guyton?

**BOARD MEMBER GUYTON:** Unrelated to that. I -- I've got a call -- and -- and one of the ladies tonight brought up a good point that there's an astronomical bill being left and it appears due to no fault of the property owner. I had a private conversation with Mr. Sherman and the city manager regarding this particular scenario. I warned them also -- and this is what I do to staff, I let them know when I'm going to bring things to this dais. I told them that I would be bringing this up to try to discuss how can we resolve those issues of pending disputes where the land order -- landlord is stuck with \$1,600 bill because the tenant went out and kept turning it on? Or -- or the check bounced and we kept accepting the check and we didn't have anything in place to catch it to say that they've already written us a bad check. That's not the landlord's problem. And I wanted staff -- and I don't know if they had a chance to, but if they haven't, to think about what can we do that would be fair to the landlords so that they are not stuck with \$1,600 bill

that they had absolutely nothing to do with. I know that they've already signed an agreement saying that they would be responsible. Well, at least for this short period now. But it's just -- it concerns me that they would be responsible for a bill that is evident to us that we didn't have the -- the controls in place --

**CHAIRPERSON DAVIS:** Uh-huh.

**BOARD MEMBER GUYTON:** -- to catch some of these things. So --

**BOARD MEMBER THOMAS:** Mr. Guyton, they just told me -- well, they just told us that upon this policy, that goes away. They go over after whoever -- so if I didn't understand that correctly, what Mr. Guyton is just saying is answered in the new policy.

**DISTRICT FINANCE DIRECTOR SHERMAN:** That would be addressed --

**BOARD MEMBER THOMAS:** You just --

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- that would be addressed in the new policy.

**BOARD MEMBER GUYTON:** Okay. But --

**BOARD MEMBER THOMAS:** Well, so you just told me that that goes away. You go after the actual tenant and that therefore that landlord no longer has that bill.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**UNIDENTIFIED SPEAKER:** Right.

**UNIDENTIFIED SPEAKER:** Right.

**BOARD MEMBER GUYTON:** Okay. Oh, wait, is that for existing bills or from this point forward?

**DISTRICT FINANCE DIRECTOR SHERMAN:** No. It would be once you adopt a new policy going forward.

**BOARD MEMBER GUYTON:** Okay. From this --

**BOARD MEMBER THOMAS:** Okay. Well --

**BOARD MEMBER GUYTON:** -- I'm talking about existing bills.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right. Right. I know.

**BOARD MEMBER THOMAS:** Okay. So then we --

**CHAIRPERSON DAVIS:** (Inaudible).

**BOARD MEMBER THOMAS:** Yes, ma'am.

**CHAIRPERSON DAVIS:** Let him finish, please.

**BOARD MEMBER THOMAS:** Yes, ma'am.

**BOARD MEMBER GUYTON:** Yeah.

**CITY MANAGER JONES:** (Inaudible) go back and we will get them proper adjustments.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER GUYTON:** And -- and I think what --

**DISTRICT FINANCE DIRECTOR SHERMAN:** yeah.

**CITY MANAGER JONES:** That's all.

**BOARD MEMBER GUYTON:** -- what I would suggest from whatever period of time -- and I don't know if it's been a year or six months or what the case may be. But where we know it's been brought to our attention and we've had --

**DISTRICT FINANCE DIRECTOR SHERMAN:** Uh-huh.

**BOARD MEMBER GUYTON:** -- a discussion and we know that we've allowed three bounced checks to come through --

**CHAIRPERSON DAVIS:** Uh-huh.

**BOARD MEMBER GUYTON:** -- because online we haven't had the technology to catch when one didn't clear. And so those circumstances, I think that we as a city need to try to --

**CHAIRPERSON DAVIS:** Absolutely.

**BOARD MEMBER GUYTON:** -- and -- and -- and we can't, you know, catch every problem. And we can't solve every landlord's issue. But when something is brought to our attention and it's determined that we as a city could have had better controls, I would like to have staff to recommend a solution, and I'm not going to put you on the spot now but we've had this conversation privately -- to bring something back to us and those circumstances where we know, like, the lady who stood up this evening and this other case I shared with you, that they are not penalized before we come up with the solution to the problem.

**CHAIRPERSON DAVIS:** I agree.

**CITY MANAGER JONES:** Uh-huh.

**CHAIRPERSON DAVIS:** We -- we definitely need to put some policies in place and procedures.

**BOARD MEMBER DAVIS:** Madam -- all right, Madam Chair?

**CHAIRPERSON DAVIS:** Mr. Davis? Can we keep it -- keep it down, please, a little bit?

**BOARD MEMBER DAVIS:** One -- one thing I was thinking of, if -- and -- and I'm very familiar with that particular situation. If someone had -- water has been turned off and the meter that's being placed back in have been tampered with and you're taking water that you have yet to pay for, last time I checked that's considered stealing. And with stealing there can be charged, summons and fines. And that's how we can get our money back. And that will keep the landlords out of the process. We just need to start establishing a reputation, if you're stealing if Riviera Beach, you will be held accountable and you will pay this water bill until moving further. And I've learned that people learn to pay attention where there's consequences. And I think that can be an option that staff can take a look at. If you see someone stealing water, they do an investigation and, hey, and go summons and have them come to a court and -- and -- and pay their fees. Because that's -- we need to start capitalizing on those who are stealing from us. You know, you should not be allowed to come in this city and then leave and go somewhere else and steal from someone else. But if you get popped one time here, you'll be a much more responsible tenant in the future. And that's where we need to start conditioning our resident to start doing.

**CHAIRPERSON DAVIS:** And -- and a simple solution, how -- so you don't have anything in place to determine whether a person has given you a bounced -- a check that has bounced?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yeah, we do. I mean, but the issue -- the issue with that was, is that the individual was on a payment plan. They made a payment online. Okay? Which kept their payment plan running. And then of course then the check bounces. Once the check bounced, we then went and took -- shut the meter off 'cause now they have violated their payment plan. And then they went back in and tampered. So the payment plan, the bounced check --

**CHAIRPERSON DAVIS:** So you do have a code, though, that you -- you use for --

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- that a -- it comes back, yes.

**CHAIRPERSON DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Yes. And -- and --

**CHAIRPERSON DAVIS:** But how many times --

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- yeah.

**CHAIRPERSON DAVIS:** -- did -- I mean, it -- it happened quite a few times, didn't it, where you -- you shut it off and they turn it on and you shut it off and they turn it on?

**DISTRICT FINANCE DIRECTOR SHERMAN:** And they shut it off and they turn it back on.

**CHAIRPERSON DAVIS:** Why didn't --

**DISTRICT FINANCE DIRECTOR SHERMAN:** And then eventually then once they --

**CHAIRPERSON DAVIS:** -- I'm -- no, I (inaudible).

**DISTRICT FINANCE DIRECTOR SHERMAN:** -- do it, then again we try to go back and make sure we're pulling the meters, or as Mr. Thomas said, we're locking the meters in. And again, they get around them.

**CHAIRPERSON DAVIS:** How -- do you -- how -- do you know the policy of West Palm Beach? I mean, how do they handle this?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Their -- their issues, they -- they had maybe 600 delinquent accounts on a monthly basis. We've got almost 4,000. They didn't have the volume of rental properties that we have here.

**DISTRICT ATTORNEY RYAN:** Right.

**CHAIRPERSON DAVIS:** That we have. Right.

**DISTRICT FINANCE DIRECTOR SHERMAN:** It's much more, you know, owner-occupied. But again -- and then the deposit isn't as high. And they return the deposit if you're a good customer. But their turn-off is faster.

**CHAIRPERSON DAVIS:** Okay.

**DISTRICT FINANCE DIRECTOR SHERMAN:** Which again, that's what we're going to. We're gonna turn them off, you know, quicker to resolve that issue.

**CHAIRPERSON DAVIS:** Okay. So is everybody in agreement with what -- what we've discussed here?

**BOARD MEMBER DAVIS:** I'm in agreement.

**CHAIRPERSON DAVIS:** Mr. Thomas?

**BOARD MEMBER DAVIS:** And then they -- they can come back with any other modifications.

**BOARD MEMBER THOMAS:** I'm good.

**CHAIRPERSON DAVIS:** You're good? Okay. So we're going to move forward with the implementation. And you guys, you know that we've put it on the tenants. It's not on you anymore. We're just asking for your cooperation in letting us know, you know, as property owners, as business owners, because that's your business, to let us know when the tenants are gone. And you know, you understand that, you know, if you get a tenant and send them here with lease and they've got bad credit, we're not going to accept it. You know? You've got to find another tenant. Okay? So with that being said --

**BOARD MEMBER THOMAS:** If they have bad credit with us.

**CHAIRPERSON DAVIS:** Yeah, with us.

**BOARD MEMBER THOMAS:** Right.

**CHAIRPERSON DAVIS:** The City of Riviera Beach.

**BOARD MEMBER THOMAS:** Okay.

**CHAIRPERSON DAVIS:** If they owe something. All right? So I need a motion. Oh, wait a minute. Yeah. We've got --

**CITY MANAGER JONES:** No, we have a motion (inaudible).

**CHAIRPERSON DAVIS:** Oh, it's been moved and second. Okay. Madam Clerk?

**INTERIM DISTRICT CLERK ANTHONY:** Board Member Guyton?

**BOARD MEMBER GUYTON:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Board Member Thomas?

**BOARD MEMBER THOMAS:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Board Member T. Davis?

**BOARD MEMBER DAVIS:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** Pro Tem Pardo? Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**INTERIM DISTRICT CLERK ANTHONY:** That motion is approved with Pro Tem Pardo out.

**CHAIRPERSON DAVIS:** Okay. Congratulations. When is it going to take effect, Mr. Sherman? Mr. Sherman?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Well, we can, I mean --

**BOARD MEMBER GUYTON:** Today? Today?

**CHAIRPERSON DAVIS:** Hold on one second. Hold on.

**DISTRICT FINANCE DIRECTOR SHERMAN:** No, no. I mean, we can start, well, I mean, probably tomorrow as soon as -- or Monday. But I mean, you know, I've gotta go back. I'll talk to -- get -- make sure staff understands what the new rules are.

**CHAIRPERSON DAVIS:** Let's say the first of the month?

**DISTRICT FINANCE DIRECTOR SHERMAN:** We still have to be -- yeah. Yeah. There you go.

**CHAIRPERSON DAVIS:** First of the -- March. Okay? And so the 1<sup>st</sup> of March. Everybody good with that?

**BOARD MEMBER GUYTON:** Yes.

**BOARD MEMBER THOMAS:** I -- I didn't hear. We got some other stuff going on. (Inaudible).

**CHAIRPERSON DAVIS:** First of March is when it is in effect.

**BOARD MEMBER THOMAS:** Okay.

**CHAIRPERSON DAVIS:** Okay? All right. So discussion by the Executive Director?

#### **END OF REGULAR AGENDA**

#### **DISCUSSION BY THE EXECUTIVE DIRECTOR OF UTILITIES**

**EXECUTIVE DIRECTOR AURIGEMMA:** None, Madam Chair.

**CHAIRPERSON DAVIS:** District Board, anything? Okay. Any recommendations by the board? Motion for adjournment?

#### **DISCUSSION AND RECOMMENDATIONS BY DISTRICT BOARD**

**NONE**

#### **DISCUSSION AND RECOMMENDATIONS BY DISTRICT BOARD**

**NONE**

#### **ADJOURNMENT**

**CHAIR PRO TEM PARDO:** So moved.

**UNIDENTIFIED SPEAKER:** So moved.

CHAIRPERSON DAVIS: Okay.

(CONCLUSION OF MEETING)

APPROVED:



DAWN S. PARDO  
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
DISTRICT CLERK

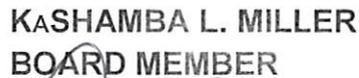


TERENCE D. DAVIS  
VICE CHAIRPERSON

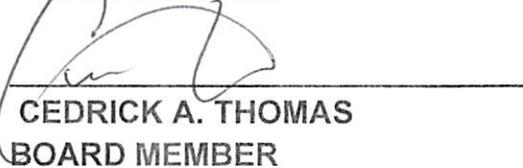


BRUCE A. GUYTON  
BOARD MEMBER

TARDY



KASHAMBA L. MILLER  
BOARD MEMBER



CEDRICK A. THOMAS  
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

B. GUYTON TARDY

K. MILLER TARDY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

DATE APPROVED: 05/06/15