
City of Daytona Beach Special Magistrate

City Commission Chambers, 301 S Ridgewood Ave, Daytona Beach, FL 32115

David A. Vukelja, Special Magistrate

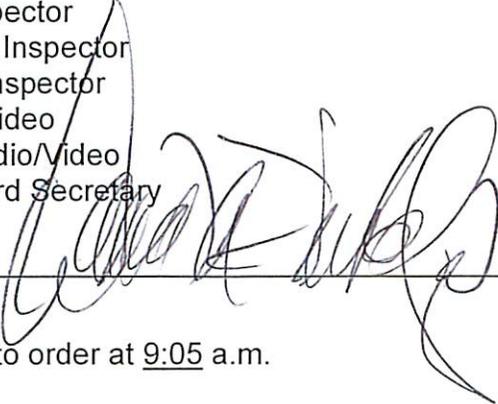
November 14, 2023 Minutes

Attendees:

David A. Vukelja, Special Magistrate

Staff present:

Mr. Anthony Jackson, Assistant City Attorney
Mr. Mark A Jones, Code Field Supervisor
Mr. Denzil Sykes, Code Compliance Manager
Sgt. Timothy Blowers, Code Liaison
Mr. Steve Alderman, Code Inspector
Mr. Roosevelt Butler, Code Inspector
Mr. Mark Bostwick, Code Inspector
Mr. Daniel Garcia, Code Inspector
Mr. Clearvens Jean-Baptiste Code Inspector
Ms. Sara Kirk, Code Inspector
Mr. John Stenson, Code Inspector
Mr. Kevin Yates, Code Inspector
Mr. Joe Graves, Audio/Video
Mr. Xavier Campbell, audio/Video
Ms. Kimberly Reno, Board Secretary

Approval of Minutes by:  Special Magistrate

The meeting was called to order at 9:05 a.m.

Mr. Vukelja approved the October 10, 2023 meeting minutes.

Mr. Vukelja asked if there were any announcements.

Mrs. Reno called the following cases in compliance.

CASE # 3 - SMG 11-23-256 - Villages at Halifax II LP is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 305.3, 603.1, 605.1) City Code Ch. 90 Sec. 90-297, at 101 Rip Collins Dr. Building 200 Apt. 141 Violation(s) – Damaged ceiling, a/c not working properly, no BTR. First Notified – 5/22/2023.

Compliance 11/10/23

CASE # 16 - SMG 11-23-271 - Ruben & Elizabeth Ada Lee Chambers is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3,

302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Laura St (Parcel # 533820030382). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 10/4/2023.

Compliance 11/09/23

Mrs. Reno swore in the staff members testifying.

Mr. Vukelja called case #33 first.

Mr. Vukelja questioned Miscellaneous Business one and asked if we have a resolution of that matter or is that a contested matter if it's contested? It's going to stay where it is. If it's resolved, I'll hear it. Now,

Mr. Jackson advised Mrs. Pham is in route from Orlando GPS says she should be here about 9:08 and requested we here it when she arrives. So, if we can just pass it in, I would like us to take it to the front. We don't expect it to be contested in any way. **Mr. Vukelja** If it's not contested. I won't make the folks wait. If it is contested, it'll stay where it is. So, if it's not contested, just alert me when she comes in and we'll do that. Speaking of which, with that, while I'm on that, sometimes the lien reviews get resolved. Do we have resolutions as to any of our lien reviews? **Mr. Sykes**, we do. **Mr. Vukelja**, I see six of them. How many of them are resolved? Do we know? **Mr. Sykes**, possibly three or four? I'm not sure of the total.

Mr. Vukelja called case # 33 first.

Mrs. Reno swore in the City of Daytona Beach staff that would be testifying.

CASE # 33 - SMG 06-22-166 - Mark A & Julie L Wallschaeger is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.D; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2), at **1700 N Atlantic Ave.** Violation(s) – **Dilapidated seawall and peeling paint.** First Notified – 2/24/2022.

Inspector Yates had contact with the owner, final permit issued on October 17, 2023. Work is ongoing and requested to amend to the January cut off.

Attorney Cory Brown agreed to the cutoff date of January 3, 2024.

DISPOSITION: pursuant to the stipulation of the parties and performance to date, the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** or to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 36 - SMG 09-22-256 - 2000 Atlantic LLC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.D.; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2, and 304.10), at 2100 N Atlantic Ave. Violation(s) – Dilapidated seawall, damaged steps, and peeling paint. First Notified – 2/22/2022.

Inspector Yates since the last hearing, we've had both contact and progress. The final contract has been signed and they're simply awaiting materials and sitework has started. So, I'd like to amend the January cut off. **Mr. Vukelja** asked for clarification on what waiting for materials means. **Inspector Yates** they have to get the sheet pilings in to drive and in the meantime, they're working on the site work to get it ready. **Vukelja** asked and just out of curiosity, once these pilings arrive, how long does it take to install them all? As somebody who's driven up and down the

beach, looking at hundreds of feet of destroyed seawall. I've always been curious how long it actually takes to repair them now that he sees him basically drilling these things into the sand. **Inspector Yates** March and April would be when they are looking at 100% final completion as long as the project stays on track. **Mr. Vukelja**, Ok. In any event right now, we're looking at a January 3 2024 cutoff date. **Inspector Yates** Yes, sir. **Attorney Jessica Gow**, they are in agreement with the January check in, it won't be complete. The construction is targeted under the contract for 4 to 6 months. March and April is aggressive, they think, but are hoping. So, they've communicated May as the final construction. **Mr. Vukelja** with that understanding, he will go ahead, and he will adopt the stipulation.

DISPOSITION: Based on the stipulation of the parties the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 37 - SMG 09-22-257 - 2000 Atlantic LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2, 304.10), at N Atlantic Ave (Parcel # 4225-05-01-0060). Violation(s) – Dilapidated seawall, damaged steps, and peeling paint. First Notified – 3/7/2022.

Inspector Yates This is going to be the same situation as before, we've had contact and progress, and we'd like to amend to the January cut off.

Attorney Jessica Gow agreed.

DISPOSITION: Based on the stipulation of the parties the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

Called case #1

CASE # 1 - SMG 11-23-278 - Pelican Bay Golf Club LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.3, 303.1, 304.2), at 350 Pelican Bay Dr. Violation(s) – Failure to maintain fence, pool and driveway. First Notified – 9/27/2023.

Andy Bonus (Manager) sworn in

Mr. Vukelja Do you agree to agree this violation existed or occurred as stated in the notice of violation? **Andy Bonus** I do. **Mr. Vukelja** Then I find the respondent non-compliance. How much time should it take for the respondent to come into compliance? **Inspector Clig** January, cut off.

Mr. Vukelja The inspector seems to think you ought to have this taken care of by January 3rd what say you do that? **Andy Bonus** I have a contract with the fence company already set to go the pool itself. We just drain that down so you can see the bottom of it. We don't run any pumps or anything like that. And then the road, I have somebody coming to give me a talk about it next week as the, as the earliest he can do that. And that really just happened in the last rainstorm. The pavement starting to, you know, cave in there. So, we just blocked it off and I've just had a hard time getting anybody to look at it.

DISPOSITION: Respondent was found in Non-Compliance and ordered to come into Compliance by **January 3, 2024** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

Called case #2

Mrs. Reno announced that Ms. Pham had arrived. Mr. Vukelja advised let's finish this and then we'll go back to miscellaneous business One.

CASE # 2 - SMG 10-23-232 - Carmil Jack LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.7), at 900 N Halifax Ave. Violation(s) – Damaged roof (soffits). First Notified – 4/10/2023.

No respondent

Inspector Stenson testified to the status of the case. This is a complaint driven case, damage soffit and fascia, the property owner was notified first on 10 April of this year. Compliance was due on May 1st of this year. The last site inspection was performed yesterday. Property remains in non-compliance. We're asking for an order of non-compliance and compliance by the January cut off. Mr. Vukelja asked if there has been any communication with the respondent. Mr. Stenson responded no and has no idea why someone is not present.

DISPOSITION: Based upon the testimony of our inspector, noting the absence of the respondent, I find the respondent non-compliance and order the respondent to come into compliance by January 3, 2024 or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

Called MB-1

SMG 02-23-40 - Indigo Lakes Golf Club LP 312 Indigo Dr & 400. is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.2), Violation(s) – Overgrown culverts and drainage. First Notified – 11/17/2022. **Order Imposing Fine/Lien effective October 5, 2023. \$250.00 a day to a maximum of \$25,000.00**

Mr. Vukelja Good morning, Council. If you would please state your name Attorney Thu Pham with Akerman. Mr. Jackson stated he was asked by the magistrate if this was contested in any way, he believed it was not. I think everything we've already agreed upon that. Correct. Attorney Thu Pham That is correct. Your honor. Mr. Vukelja All right. Well, if the city and the respondent have got an agreement. I'm all for that. Let me hear what it is. Mr. Jackson Well, what we have Mr. Vukelja after the city had done further review, particularly of the items that were presented by Miss Pham at the last proceeding and, in response to other actions that were taken, we look further into the case and agreed that that they modify and amend the order. So, we stipulated to an amended order. I have a proposed copy of that. And as you can see from the proposed order, it notes in the findings of facts that it identifies the owner, the property, it notes that the notice of violation had several noted violations, which include the dead tree and, and the culvert behind 267 Braeburn Circle. Those two violations are now in compliance. Mr. Vukelja ok, ladies. Have you seen this amended order? Take a look at it. Now, I, I'm assuming they're going to want to be heard on it. Mr. Jackson but that those two items are in compliance as determined by the inspector and as to, um, the, yes. And as to the ditch located at 280 Braeburn Circle in the culvert behind 293 Braeburn Circle which, that those who are located, to the best of our ability on the Indigo property. So, with that being said, we ask to modify the order based on the findings of fact, the Indigo property is found to be in compliance with the land development code. Mr. Vukelja, Ok. So, is this what this order boils down to 280 Braeburn Circle and 267 Braeburn Circle? Is that what compliance boils down to here? Mr. Jackson Yes, sir. There were four items identified in the original notice of violation, the two items, one being a tree and the other being a culvert on

the south side of the street behind the, off the edge. And then there are, there was a culvert on the north of, I'm sorry, I had a, the order in front of me, but a Culvert on the north that we looked at and a ditch, through what we have available through the city. In terms of our review, we were unable to determine sufficiently that those culverts are indeed, on the golf course property, we had determined that they were a part of indigo, they were part of the indigo, PUD and, we'll provide it as for that purpose. We believe that. **Mr. Vukelja**, Ok. Well, first off, this doesn't sound to me like it's uncontested because I don't think these ladies over here are going to agree. It's uncontested. **Mr. Jackson** Well, I disagree, Mr. Vukelja, only to the extent that they are not the party, they are witnesses. **Mr. Vukelja** they just John Q citizen. **Mr. Jackson** No, I'm not saying that what I'm saying is that they do have things that they are disputing and understand that, and we spoke of those and looked at them **Mr. Vukelja** so what's the modification to the order as it stands right now? Paragraph five. **Mr. Jackson** Yes. **Mr. Vukelja**, Ok. Something about a ditch located north of 280 Braeburn Circle and a culvert behind 293 Braeburn Circle. Insufficient competent, substantial evidence to show the ditch at those locations are located on the Indigo property. That's the modification to the order that's being proposed. **Mr. Jackson** Yes, sir. **Attorney Thu Pham** That, and along with, the fact that the code violation has been satisfied the, the required corrective action for the items that are located on the golf course **Mr. Vukelja** three and four. Now I understand that. Ok, ladies, do you understand? Paragraph five? **Carol Raymond** sworn in and testified advising, I believe you received this morning a document that has been, we got from the city. That was, I guess, I don't know what you call it, but it is a city document. Basically, that document says that that lake was transferred for \$10 to the golf course. **Mr. Vukelja**, Ok. Let me, let me tell you what we're going to do here. I take it it's news to you that paragraph five city is now proposing to stipulate. **Carol Raymond** That's correct. **Mr. Vukelja**, I assume that stipulation, I'm assuming this runs contrary to y'all's interpretation, version of the facts **Carol Raymond** That's the correct. **Mr. Vukelja**, Ok. Now, since you've been here from day one, out of respect to you all, I'm not going to rubber stamp this thing, I'm going to give you till next meeting to come back with that whatever you want to present because it's my understanding. This is the first time you're seeing this. **Carol Raymond** That's correct. You're right. **Mr. Vukelja**, Now, I consider you to be interested parties, even though you're not listed as a respondent, I still consider you to be interested parties **Carol Raymond** and we appreciate that **Mr. Vukelja**, I'm going to continue this matter, the determination of this matter to the January 9th meeting. And at the January 9th meeting, you can bring whoever you want, you can bring nobody. I don't care, but I'm giving you till January 9th to prepare to respond to paragraph five. Ok. And the response should be focused on whether paragraph five is correct or not correct. If you don't think it's correct, then be prepared to explain why. And I will hear you out right now. I don't think you're able to articulate that just because you've just been presented. **Carol Raymond** You're correct. **Mr. Vukelja**, all right so, I'm going to continue this matter to the January 9th meeting. I'm going to give you folks specifically an opportunity to be heard if you're not here, January 9th and I'm going to accept the stipulation of the parties and I'm done with it. You present somebody who can articulate something that causes me to call it into question, then I will call it into question or if you look at it and you say looks to me like they're right. Ok. So be it, whatever it may be. I'm hoping you're not going to come argue just for the sake of arguing. **Carol Raymond** Sir, we are absolutely not. **Mr. Vukelja** come, here with some concrete argument as to why paragraph five is incorrect. **Carol Raymond**, would you like to keep a copy of the pictures that we just took last night? **Mr. Vukelja** You feel free to leave him with the city. Ok. I will try to look at them between now and January 9th. Ok. **Carol Raymond**, I appreciate you giving us a chance to determine the truth. Of the matter. **Mr. Vukelja** Hang on one second. **Attorney Thu Pham**, I just want to make a couple of comments regarding that. First of all, in a code enforcement matter, the burden of proof is on the city to prove a violation. So, in this case, the city is saying, hey, we don't have

enough evidence to show that this is located on the golf course property. So irrespective of what, you know, I understand, you know, she's an interested party. But the fact of the matter is, the burden of proof is on the city, not a member of the public. So, to the extent the city can't prove its case, then due process requires that this happens. **Mr. Vukelja** Due process right now requires that I comply with an existing order. You two are coming before me asking me to modify that order. I don't know that I'm prepared to do that at this point in time. And these people have been participants throughout this whole process, whether they're, whether they're formally named or not. I allow them just to like I allow everybody to have their, have their say. So technically, you're asking for a modification of an existing order, and I don't know that I'm prepared to do that, and I don't know that I'm prepared to accept the city stipulation, no disrespect to my city attorney. But here again, these people, as far as I'm concerned, are at least going to have an opportunity to be heard. So, if I'm going to air, I'm on the, I'm going to err on the side of letting them be heard. **Attorney Thu Pham** Ok, my other just other comment is this is an executive function. So really a member of the public can't force the city to take in an executive action if the city doesn't think it's appropriate. **Mr. Vukelja** no, we're dealing solely with my discretion when it comes to the merit of the, what I consider to be a petition to modify an existing order, albeit the stipulation. **Attorney Thu Pham**, the only other item is that there is a 751 petition pending and if we delay this until January 9th, then we're going to have to proceed with those filings and then there's also a current, um, pending appeal of this matter. So, I just wanted to point that out. So just the delay will cause us to have to do what you're suggesting. And obviously we are way past an uncontested matter, but be that as it may, if what you're suggesting to me is that your respondent is going to be particularly prejudiced as a result of the time, I allow the citizens to have an opportunity to respond. What's the prejudice? **Attorney Thu Pham** Well, it's just not prejudice. It's just going to cost the city and our client money and time, you know, to do all of this, filings, and stuff in the 751 because the deadline to 751. **Mr. Vukelja**, what is a 751? **Attorney Thu Pham** So a 751 is a petition, you know, provided under Florida statutes for mediation. So, then you'd have to go to the city and the respondent would have to agree to a special mag well, not special magistrate like a mediator and we have to split the cost of that mediator. And there's strict deadlines too. **Mr. Vukelja** can't you stipulate to extend that? **Mr. Jackson**, by statute, actually is a special magistrate, but it's not in this nature of proceedings, but as a mediator and yes, we can and we have, I don't know if they can continue that. That's up to them. What I will say though is that we didn't disregard the participation or fail to acknowledge the prior participation. And just for the rest I could have that, my understanding is that our inspector didn't at least speak with, they didn't see a copy of the proposed amendment, but they did speak with him about what we were anticipating and what we were coming here to do. So, it's not completely blind **Mr. Vukelja**, no disrespect to you, no disrespect to your inspector. They got mouths of their own. And I'm here to hear the people and our position remains so far, the only prejudice I've heard sound to me as though there are matters that could be extended, if need be, **Attorney Thu Pham** I don't know about the appeal, because that the way the process works, you can't really file a motion. **Mr. Vukelja** when's the filing date. You're talking about an appeal of my order, **Attorney Thu Pham** correct, **Mr. Vukelja** when the deadline is for filing, **Mr. Jackson** they've already filed the notice of appeal. What we're on in terms of time is our obligation to now prepare and present the record so that we can proceed in that. So that would be the action that, **Mr. Vukelja**, you can't stipulate to extend that? **Attorney Thu Pham** not in Circuit Court because that actually goes through Circuit Court. So, you can't. Yeah. And then just regarding the lake ownership, the lake has nothing to do with the location, the culvert in the ditch and the maintenance of that, the fact that it's located on third party property. **Mr. Jackson** Ok. Is, there a possibility we can just have a special meeting in, in a shorter time period instead of waiting until January, **Mr. Vukelja** I'm going to hear these ladies on January 3

of 2024 know that what they're going to have to say is going to change anything, but they've been here throughout. They're being confronted with this. I understand the inspector explained it to him, but I'm going to give them an opportunity to bring forward whatever evidence or arguments they have. If in the interim, there's any urgency that requires me to have a special hearing or to expedite this or to shorten it. They're right here. They're hearing it for themselves and I'm letting them know that may be a possibility, so they better get to work because I'm expecting to hear this on January 3 2024. But if these folks can demonstrate that their rights are going to be prejudiced because I'm being courteous and giving you this additional time. And unfortunately, we don't have a December meeting. So, you're getting the benefit of 60 days as opposed to 30 days. But if they present me with a plausible argument that now their rights are being prejudiced because you're getting the benefit of this time, then I will be reconsidering that, and you will be notified. **Mr. Jackson** and while I appreciate the respect to these ladies, your honor, I mean, Mr. Vukelja, I do want to say that we disagree and object, but we will accept whatever you do, but we do disagree and object to the conclusion that, these, witnesses have a right that can be prejudiced, in this procedure. **Mr. Vukelja** you're going to keep talking and then I'm going to keep talking and that's not going to be a good thing. **Mr. Jackson**, I'm done, sir. **Mr. Vukelja**, we should stop. **Attorney Thu Pham** Can I, I just, want to request just procedurally if, they're going to present something on January 3rd hearing, if you can just, require them to submit whatever the information they're going to submit a week before the hearing so that we have time to prepare for the hearing, to respond to that. **Carol Raymond** All right, I would like to have the same courtesy of being able to have their, **Mr. Vukelja** ok. I'm assuming they're done and I'm assuming he's done. All they're saying is if you're going to be the last say they just want some advanced warning so that if so that I don't end up giving her additional time next time we meet because now she's been caught by surprise. So, if there are any materials that are going to be submitted, whether it be written or photographic, what have you get them to the city at least 10 days in advance. So, the city in turn can get them to Ms. Pham at least seven days in advance. **Carol Raymond** Yes, sir. And we already have those so she can have them right now. You can make whatever arrangements if you want to deal directly with Ms. Pham. If you want to deal with the city attorney, doesn't matter to me. I just want everyone to be satisfied and I'm looking forward to it. Well, again, I'm going to stop talking. I'm looking forward to hearing what everybody has to say and I'm looking forward, never mind. I'm not talking anymore. **Attorney Thu Pham** and I just want to mention the notice of appeal. You filed the notice appeal, which was on October 11th. You get 60 days from then to prepare the record and do your petition. So, it's 60 days from whenever October 11th was, is a due date, **Mrs. Reno** Mr. Vukelja, everybody is saying the next meeting is the third, but it's the ninth. I just want to clarify that. **Mr. Vukelja**, I keep looking at the cutoff date. It's January 9th, not January 3rd. That's my mistake. Ok, we will see you all. January 9th. Unless sooner.

Called case # 4

CASE # 4 - SMG 11-23-257 - Barbara & James Chester Jones is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.7, 302.9, 304.2, 304.6, 304.7, 304.13, 304.15, 308.1), at 539 & 541-537 Dr Mary M Bethune Blvd. Violation(s) – Damaged or broken sign, damaged wooden accessory structure, damaged exterior walls, damaged windows, dirt & grime, peeling flaking and decayed paint, exposed wood, damaged roof, trash and debris. First Notified – 8/2/2023.

Barbara Jones sworn and agreed to the violations.

Mr. Vukelja Mr. Inspector, what's required for the respondent to come into compliance and how much time should reasonably be required? **Inspector Jean-Baptiste** testified to the status of the case. As you can see the property suffered from a fire, and it was condemned by the city, so in

terms of once everything is remedied, we would think city requests until next cut off, which is the January cut off, please, to have everything resolved. **Mr. Vukelja** January cut off to do what rebuild the building, has it been gutted? **Inspector Jean-Baptiste** or start the process of obtaining the permits? **Mr. Vukelja**, Ok. But I mean, is the building with regard to the fire that occurred, did it gut the building? **Inspector Jean-Baptiste** Correct, sir, the building was condemned by the city. However, Miss Jones can testify to her efforts to reverse that condemnation judgment. **Mr. Vukelja** sounds ambitious **Barbara Jones** Well, the building, official city building official required that we get an engineer to let them know what they well, they didn't require it, but what I did do was to get a structural engineer to go in to uh evaluate the condition of the building. And they did submit a report. He did submit a report to the city indicating that the building did not warrant demolition and that there were some things that we could do, and they gave them a list of, items that we, were prepared to do, which would be to their list of things to get a design engineer to map out what needed to be done, to get a cost estimate. And I'm in the process of doing that right now. The roof is the major thing, and it has been tarped, but the tarp has come off. So, I'm in the process of seeing whether the whole roof needs to be replaced or whether it can be repaired. The fire actually was caused by a lightning strike. And so, it has been difficult to actually get contractors to come out. Since it is a commercial building, but I did have tenants, in the downstairs area. I think I would need at least 60 days because I am still working with the city to determine what they need in terms of moving forth with rehabbing the building or renovating the building. Most of the damage was done to the second floor. What the other part of the building is, is ok. **Mr. Vukelja** So your structural engineer tells you this building is salvageable. **Barbara Jones** Yes **Mr. Vukelja** it is your desire to renovate it. **Barbara Jones** Yes **Mr. Vukelja** Ok and the city has condemned it. Where does that leave us? As far as the city's response? **Inspector Jean-Baptiste** I should mention she's still in the process of obtaining a judgment against the condemnation process. So, at this point, if she's successful at that, the building permits can start obtaining the building permit. **Mr. Vukelja**, Ok. Well, now you've hit me with something new. I didn't know the condemnation process was something that could be contested. Actually, I don't know what the impact of a condemnation order is. What's the impact of the condemnation order? **Barbara Jones** So, and I might add that most of the violations were due to the fire. And so, you know, you know, I, I will repair and, uh, um, do what I can to correct the violations. But there's some things that, you know, I'm not going to put the roof on the building, if I can't, convince the city. **Mr. Vukelja** Well, I understand economics and it looks to me like the economics are kind of weighing against you. We respect people's property rights, and we will accommodate them on occasion as we know they're getting into long term projects. But those are still subject to the building being secured to city standards, the exterior being maintained and it being as little an imposition as is humanly possible to all the surrounding neighbors. While you go about the process, both administrative and construction in order to get from where you are right now to where you want to be, which right now looks to me like that's a long way down the road. Anyway. What say the city? **Mr. Jackson**, I just wanted to speak to the uh issue of the apparent if there indeed is a condemnation which I believe inspector satisfied that there has been, that's something that's done by the chief building official which is issued. There is a process where it can be appealed through the order building codes. What's being described sounds like it's possibly in that process through the board of building codes where, where but my inspectors and certain of that he has not, does not have those details at this moment and I think he's relying on what's being told by the respondent. **Barbara Jones**, I have appealed it. Yes, I'm in the appeal process. **Mr. Vukelja**, so you have some sort of notice of appeal. **Barbara Jones** Yes. And the structural engineers report was part of that appeal. **Mr. Vukelja** Do you have, can somebody enlighten me as to how long this appeal process is going to take so I can start planning accordingly? **Mr. Jackson** They would allow, there's a process that I would have to pull a code

to, to go through in terms of a timeline, but it's pretty much they would allow for a certain amount of time to at least make a determination of the sustainability or repairability of the structure. And then they would have a subsequent proceeding regarding that. And then once the ultimate ruling **Mr. Vukelja** it's currently in suspense, so to speak, as we figure out the appeal process **Mr. Jackson** at least through the board of building codes, it appears based on what's being described again, we have that unconfirmed, but based on what's being described, **Barbara Jones** may I add that one of the problems is that I've been told that the building is in a flood area, a flood zone. And so that the repairs that if there's a process, it's, I guess it's called 50/50 and it's limited by the, the value of the, of the building cannot be less than 50%. I think that's the way of the cost to rehab the building. And if it is or I should, maybe I'll do it the other way. the cost of repairs has to be less than 50% of the value of the building. And if not, then the building has to be raised. It's, it's a totally ridiculous thing, situation they've had me in, I mean, to raise the whole building and council can speak to that. **Mr. Vukelja**, Ok. Well, I suspect you're going to have a lot of headaches in your immediate future here. Now, as far as I am concerned, I am going to schedule this matter on our January 9th meeting. I've already found the respondent non-compliance for a progress report between now and January 9th, you are free to pursue whatever remedies are available to you with regard to this condemnation. You tell me you've already applied. That's the basis for the extension I'm giving you now in the interim and this is something you'll be dealing with throughout the exterior needs to be maintained and it needs to be secured to city standards. We can't let the thing become a public nuisance because it's obviously a damaged building, within the city limits. And if you fail to keep the exterior maintained and you fail to keep it secure to city standards, then you will be returned to the special magistrate for consideration of a fine of up to \$1000 per day. So, keep the exterior maintained while you go about trying to figure this out, keep it secured to city standards. We will meet again on January 9th. Hopefully, you'll be done with this condemnation process, and you'll be able to start telling us what your plans are going forward so we can start forecasting compliance dates. **Barbara Jones** Yes, sir. **Mr. Vukelja** Does that sound about as good as we can do it? What say the inspector? **Inspector Jean-Baptiste** I just wish to add in terms of keeping the exterior of the property, the exterior of the walls right now. There was graffiti that was added recently. So that would also fall into keeping sure that the exterior is well maintained and also trash and debris throughout the process **Barbara Jones** that's in the process of being done right now. **Mr. Vukelja** All right. Well, good luck to you. **Barbara Jones** Thank you.

DISPOSITION: Respondent was found in Non-Compliance and case continued until the **January 9, 2024** for a progress report and further ordered the property be secured to city standards, and property maintained until the property is in compliance.

CASE # 5 - SMG 11-23-258 - 1350 S Nova Road LLC c/o Altus Group US Inc is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2, 304.6, 304.9, 304.13), at 1350 S Nova Rd. Violation(s) – Failure to clean/pressure wash all exterior walls, dirt & grime, damaged sign, broken windows, dirty & discolored fascia boards, discolored wall (faded/spotty paint). First Notified – 5/30/2023.

Andrew Restler sworn in

Mr. Vukelja Mr. Ressler. What is your affiliation with the respondents? **Andrew Restler** I'm a consultant. **Mr. Vukelja** You have authority to speak on their behalf this morning proceedings. Do you agree this violation existed or occurred as stated in the notice of violation? **Andrew Restler**, I do **Mr. Vukelja** I find the respondent in non-compliance. Mr. Inspector, how much time should be required for the respondent to come into compliance. **Inspector Jean-Baptiste** January cut off, please. **Mr. Vukelja** It's been suggested you ought to be able to have these

matters rectified by January 3. What say you to that? **Andrew Restler**, I think that's reasonable, but some of them have been remedied already. Correct? Ok. **Mr. Vukelja**, Ok. That's fine. Glad to hear it. Glad to hear it. But you think the rest of them will be done by January 3rd. **Andrew Restler** Yes, sir. **Mr. Vukelja** All right. Then based on the agreement of the parties, I will order the respondent to come into compliance by January 3, 2024. Or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Please don't forget to call this gentleman for a final inspection when everything's done. Don't just finish the work and move on. That would be a bad thing. He needs to do his final inspection and if you run into any hiccups along the way, let him know that and he will be your best friend if you're going to start asking for additional time. **Andrew Restler** Ok. And so, there's no date set. Just finish comply by date. **Mr. Vukelja** Yes, sir. Ok, thank you, sir. **Mr. Vukelja** Good luck to you.

DISPOSITION: Respondent was found in Non-Compliance and ordered to come into Compliance by **January 3, 2024** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

CASE # 6 - SMG 11-23-259 - Vasken of Florida Inc is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.D; Art. 6 Sec. 6.19.A.4; Art. 6 Sec. 6.19.B; Art. 6 Sec. 6.8.C; Art. 6 Sec. 6.8.D; Art. 6 Sec. 6.8.E; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 304.2, 304.6), at 401 Mason Ave. Violation(s) – Dilapidated block retainer wall which is not at approved height, junk vehicles, peeling paint, building sheetmetal damages, damaged gutters, peeling and faded paint. First Notified – 4/3/2023.

Vasken Fakrajian sworn in

Mr. Vukelja Do you agree this violation existed or occurred as stated, the notice of violation? **Vasken Fakrajian**, I got the notice of these violations, maybe how many days ago the last, violation on paper. And my guys, they were saying that he, they are very friendly with the inspector and the inspector is very nice and, uh, everything is going on. Ok. I didn't know that they didn't finish the whole process. **Mr. Vukelja**, Ok. Are you, are we in agreement that there was work to be done? **Vasken Fakrajian** Yes, sir. **Mr. Vukelja** All right. Hold on, hold that thought. Then I find the respondent in non-compliance. Mr. Inspector, how much time should be required for the respondent to come into compliance? **Inspector Alderman** January cut off, please. **Mr. Vukelja** All right. The inspector is suggesting that you ought to be able to have what's left to be done by January 3. What say you to that, uh, two months from now, a month and a half **Vasken Fakrajian** Uh, yeah, we should be Ok. All right. Yes, sir. **Mr. Vukelja** All right. Then I will order the respondent to come into compliance by January 3, 2024. Or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. When you get all the work done, don't forget to call him because he has to do a final inspection. He puts a piece of paper in here and you're done. You don't call him bad things happen. **Vasken Fakrajian** Thank you, sir. Good luck to you. Thank you.

DISPOSITION: Respondent was found in Non-Compliance and ordered to come into Compliance by **January 3, 2024** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

CASE # 7 - SMG 11-23-260 - Morning Star Missionary Baptist Church of Daytona Inc. is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2, 304.3, 304.6, 304.7, 304.9, 304.10, 604.3), at 635 Madison Ave. Violation(s) – Falling overhangs, rotted fascia and soffits, dirt and grime on walls and stair entry, peeling paint, missing address numbers, damaged roof, rotted electrical. First Notified – 8/23/2023.

No respondent

Inspector Alderman testified to the status of the case; this is a field generated case for falling overhangs rotten fascia stuff. It's dirt and grime on walls, front stair entry, peeling paint, missing address, damaged roof and rotted electrical. Now there are two cases on the same that are addressed, together they're on different parcel addresses, but they are basically the same business. Uh, we can address them both at the same time if you like, **Mr. Vukelja** I don't see morning start here either way. So go ahead. **Inspector Alderman**, so the city is requesting, compliance by next cut off. The problem is, we would need contact, we need permits, and we need compliance or project plans. There's a lot of work to do and I have only heard from the office manager and we talked about the small things she could do in the meantime, like, addresses a little electrical, holes in the parking lots, things like that and they have been working on it, but I have heard from no one as far as the overall people working on it, **Mr. Vukelja** have they obtained permits? **Inspector Alderman** No, these are only the small things, just small things. **Mr. Vukelja** All right. Well, I'm going to separate the orders. So, with regard to case seven, I find the respondent in non-compliance and order the respondent to come into compliance by January 3, 2024. Or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

DISPOSITION: Respondent was found in Non-Compliance and ordered to come into Compliance by **January 3, 2024** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

CASE # 8 - SMG 11-23-261 - Morning Star Missionary Baptist Church of Daytona Inc. is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.3, 302.7, 302.8, 304.2, 304.3, 304.7), at 643 Madison Ave. Violation(s) – Pot holes in parking lot, dilapidated fencing and block retainer wall, junk vehicles, peeling paint, missing address numbers, dilapidated roof. First Notified – 8/23/2023.

No respondent

Mr. Vukelja With regard to case number eight, again, noting the absence of the respondent based upon our inspector's testimony, I find the respondent non-compliance in order the respondent to commit to compliance by January 3 2024 or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Ok. you've spoken to an office manager so far **Inspector Alderman** so far, Yes and they have attempted to fix those things. Yes. But, like I said, the bigger picture and I apologize for not having more photos. **Mr. Vukelja**, the big picture, I assume is going to require that they get permits. **Inspector Alderman** Correct?

Mr. Vukelja ordered.

DISPOSITION: Respondent was found in Non-Compliance and ordered to come into Compliance by **January 3, 2024** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

CASE # 9 - SMG 11-23-262 - Robert J Schott is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Orange Ave (Parcel # 523903110260). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/26/2023.

No respondent

Inspector Bostwick testified to the status of the case and requested compliance by the January cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 10 - SMG 11-23-263 - Eldorado Property Holdings LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at 427 N Caroline St. Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/19/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact from the owner and requested compliance by the January cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 11 - SMG 11-23-265 - Emmett & Marie Fountain c/o Mr. Fountain & Ms. Slater is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Whitehall St (Parcel # 533903710070). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/18/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact from the owner and requested compliance by the January cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 12 - SMG 11-23-267 - John, Ken, Samuel, Jimmie, Willie Sharper & Elnora Jackson & Arlivia Robinson is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at 904 Oak St (Parcel # 523836070140). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/27/2023.

No respondent

Inspector Bostwick testified to the status of the case, recently made contact from one of the owners and they're working on the clean-up and requested compliance by the January cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come

into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 13 - SMG 11-23-268 - Daytona Universal Trucking Inc is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3a; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1), at 550 Foote Ct (Parcel # 533921010070). Violation(s) – Outside storage, sanitation. First Notified – 1/10/2023.

No respondent

Inspector Bostwick testified to the status of the case this case is a repeat violation case for the vacant lot at 542 Foot Ct. Code Department continues to receive citizens' complaints about outside storage and sanitation storage of commercial equipment, tractors, forklifts, and vehicles on the vacant lot, in a residential area. The previous case was VL 2022-0110. Owner was found to be non-compliance on September 13th under SMG 09 22 267 and the case was amended to add the new owner on November 8th of 2022, which was Daytona Universal Trucking, this case was continued to January 10th hearing of consideration of a fine before and then the property came into compliance on January 5th of 2023. And at the hearing, an order of non-compliance compliance will fine. I've done inspections since the complaint came in on October 2nd October 3rd, October 30th, November 3rd, November 13th, and the violation still goes on pretty much every day. Staff are seeking a fine of \$500 dollars per day of violation with the understanding that if the property continues to be in violation, additional fines may be imposed. **Mr. Vukelja** All right. So how many dates are you telling me that you have confirmed that they've been in violation subsequent to the entry of the will fine order **Inspector Bostwick** five **Mr. Vukelja**, and they are October 2 October 3 and that's where my documentation stops, and you had three more dates after that. **Inspector Bostwick** October 30th, November 3rd, and November 13th, yesterday. **Mr. Vukelja** And the city is proposing a fine of \$500 per occurrence? **Inspector Bostwick** Yes, sir. **Mr. Vukelja**, Ok. Is this the first time these people have been subjected to a will fine? **Inspector Bostwick** I believe they have; I believe this is the only one from back in January this past year that you had signed. **Mr. Jackson** So they have not been previously sanctioned as what you're saying as to this order, violating this order. **Inspector Bostwick** Correct. **Mr. Vukelja** And from your experience, this equipment is being left there continuously. **Inspector Bostwick** To be honest with you, it's pretty much there every single day, but I just don't have time to go by every single day to document it. **Mr. Vukelja** All right, based upon our inspector's testimony and the photographic evidence and the absence of the respondent, I find that the respondent is in violation of an existing will find specifically on the dates of October 2 October 3 October 30th, November 3rd and November 13 and I'm finding the respondent the sum of \$200 a day per violation. So right now, the total fine comes to \$1000 and if you speak to the respondent and they end up coming before me for another will find it's going to go up from there. So, so that's the starting point. So, I'm finding the respondent the sum of \$1000 for those five occasions at \$200 per violation. Is that all we need on that? **Mr. Jackson** Yes, sir. That will be sufficient.

Mr. Vukelja ordered.

DISPOSITION: a fine in the amount of \$200 per occurrence for October 2, 2023, October 3, 2023, October 30, 2023, November 3, 2023 and November 13, 2023. For a total of \$1,000.00 dollars was imposed.

CASE # 14 - SMG 11-23-269 - Alfredo Jose Louis Serrano is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at 501 Pine St. Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 10/3/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact with the owner and requested compliance by next cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 15 - SMG 11-23-270 - Sylvester & Garrette Covington is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Maple St (Parcel # 533930020070). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 10/4/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact with the owner, they started to clean up but not done and requested compliance by next cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 17 - SMG 11-23-275 - Blue Tourmaline Properties is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at 634 Cannon St (Parcel # 533965000080). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/5/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact with the owner, they started to clean up but not done and requested compliance by next cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 18 - SMG 11-23-276 - George W & Gladys M Carr is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Division St (Parcel # 533931000170). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/7/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact with the owner, and requested compliance by next cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 19 - SMG 11-23-277 - Van Houten Properties LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Bellevue Ave (Parcel # 533903700056). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/27/2023.

No respondent

Inspector Bostwick testified to the status of the case no contact with the owner, and requested compliance by next cut off.

Mr. Vukelja ordered.

DISPOSITION: Noting the absence of the respondent based upon our inspector's report and the photographs presented, I find the respondent in non-compliance in order the respondent to come into compliance by **January 3, 2024** or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 38 - SMG 09-22-278 - Daytona Beach Resort LLC & Daytona Beach Resort and Conference Center Condominium Association, INC. is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.D; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.10), at 2700 N Atlantic Ave. Violation(s) – Damaged columns, dilapidated balcony, peeling paint, damaged, cracked, or broken concrete on exterior and interior of parking garage, dirt and grime. First Notified – 11/6/2021.

Attorney Leanne Wagner for the second respondent Daytona Beach Resort and Conference Center Condominium Association, INC

Attorney Tina Garcia Greenspoon Marder, on behalf of Greenspoon Marder, representing Daytona Beach Resort along with my partner, Mr. Chad Taro. **Mr. Vukelja** All right, this matter is here for the imposition. Ok. Now, do we, now have everybody here? Very good. All right, this matter is here for the imposition of a fine so, let's hear from our inspector. **Inspector Yates** All right, since the last hearing, I've had contact and progress on the balconies, they continue to work, however, the scope of the work has expanded, due to them finding more issues with the concrete on the balcony. We haven't had any movement in the parking garage given this information, I would like to amend to the January cut off. **Mr. Vukelja**, Ok. So, they were working on the balconies. The work on the balcony shows us that the work is going to be more extensive than anticipated. And then, so that necessitates additional time. Mr. Inspector. What were you saying about the parking garage?

Inspector Yates Ok. Um, there's two separate issues with two separate responsible parties. the parking garage, we've seen no movement and we've had no progress but on the issue of the balconies, we have, and you'll also see that any of the repairs, please go back one more and you'll also see that any of the repairs that have been done on the parking garage or of a, a questionable quality at best. **Mr. Vukelja** So, when do I know I'm looking at parking garage versus balcony? **Inspector Yates** Those are all parking garage pictures, all the balcony pictures have been done from the ground floor. So, so all the work that you're seeing zoomed in, that's all parking garage. **Mr. Vukelja**, Ok. And who's doing the parking garage work? **Inspector Yates** that would be the zoom, the person here by Zoom, **Mr. Vukelja** the zoom people. So, we're satisfied with the balcony work. We're giving him additional time. We're not happy with the parking

garage work. **Inspector Yates** Correct. But they would fall within the same order. **Mr. Jackson** Not necessarily. I mean, you can bifurcate the order. We have two separate parties that we brought in jointly. because it's one structure but one party is responsible for to the best of my understanding and they can clarify that, but one party is responsible for it representing the condo Association, which is the structure, the balconies, and those types of things, but the garage is as a different party of responsibility. **Mr. Vukelja**, are you expecting to get the balcony work done by January 3? **Attorney Leanne Wagner** We have provided to inspector Yates, an updated proposal from our vendor. They will be back on site in January and believe that the work will be done sometime prior to March. That's unfortunate. **Mr. Vukelja**, when is the parking garage supposed to be done? **Attorney Tina Garcia** is here on behalf of Greenspoon Marder, representing Daytona Beach Resort. My understanding is that many of the parking garage issues that were cosmetic in nature have already been resolved. There was professional power washing, it was painted, there were cement repairs that were conducted. As I believe you may be aware due to the previous times in front of this tribunal, the parties are having an extensive litigation arbitration that's been going on for years as to who is financially responsible for many of these issues. My partner Chad Taro is also on the Zoom call. He's handling the litigation and can't answer any questions with regard to where that's going and what issues remain outstanding. But many of these repairs, the parties dispute as to who's responsible and they cannot again until the litigation is over. Currently, the association board is in contempt of court for not paying the required budget or funding the proper reserves. And then the developer which is my client then cannot fund the repairs without that necessary funding which is required once we have compliance by the association, the developer has already gone out and received engineer drawings with respect to the puncture sharing on the parking garage. We cannot move forward until we receive funding. We believe these issues are best handled through arbitration or best handled once the arbitration has appropriately allocated responsibility amongst the parties. There's a scheduling hearing scheduled for later this week with respect to the arbitration and we will receive more clarity with respect to a timeline at that point. I do have a client representative, Mr. Harrison Merrill, who is here and available to testify as to the repairs that have already been conducted with respect to the parking garage. My understanding is that the Code enforcement office has already determined that we are in compliance with a portion of that and are happy to answer any questions you may have. There's another thing that we did want to mention just for purposes of the record and the garage is closed based on engineering recommendations and it will remain closed for safety purposes. They've confirmed that there is no safety issue with the garage if it remains closed, they don't have that volume. However, the part above the to the part of the tower above the garage remains occupied despite the engineer's recommendation and nothing has been done about it. We recommend that it be closed until these repairs are made and the association is currently refusing to close the building despite the engineer's recommendation. So, we'd be seeking an order to close that portion. **Mr. Vukelja** So you are in litigation or in arbitration. **Attorney Tina Garcia** It was litigation at first and now it is in arbitration and the parties are currently resolving these issues through the arbitration. My apologies. I didn't hear you, **Mr. Vukelja**, do you have a hearing date for your arbitration. **Attorney Tina Garcia** No, there's a scheduling hearing that is scheduled for the end of this week. I can't recall the specific date. Chad probably speak to that more clearly and then they'll discuss um scheduling out the matters for this arbitration which may include the final hearing date. **Mr. Vukelja** So sounds like y'all are getting started on discovery **Attorney Tina Garcia** and if I may refer to my co-counsel is handling litigation. My understanding is discovery has been ongoing yet. There's still some discovery that remains **Mr. Vukelja** ok. When do you think you're, is this as simple as calling you the balcony person and then the garage people? It is really that simple. **Attorney Leanne Wagner** Yeah, there's already been an arbitration order determining their responsibility

for the parking garage. So yes, it is that simple. **Mr. Vukelja**, as far as this notice of violation is going, these folks are telling a much longer tale than these folks are telling. So, if this notice of violation is something that can be severed reasonably, then you may want to consider doing that because I may find myself having to give away time well deserved to one party that may not be so well deserved to another party. No, all that having been said, yeah, I'm going to go ahead and amend our current order of non-compliance to allow the respondents, all of them till January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Counselor, if you haven't done so already, I would suggest you keep the city attorney informed as to the status of your arbitration because you'll want to prepare that record when that day comes rolling up and you guys are woefully behind on the parking garage because you're in litigation and then I will let you decide between now and January 3, 2024 whether you want to keep these things, I hate to say consolidated because they look like they started off. Right. But it sounds like they've gone that way since then. So, I'll leave it up to you as to whether you're going to leave both these parties as the respondents or you're going to ask that they bifurcate, in some manner. **Mr. Jackson** Ok. And I believe your saying for the next meeting, which will be January 9th, **Mr. Vukelja** January 9th because I'm assuming the balcony ladies making noises like this is going to be done while these guys are still fighting over who's on first. But anyway, that's your call as it stands right now, they're in front of me collectively. And the only thing I'm doing collectively is extending the compliance date right now to January 3 of 2024. Ok. **Mr. Jackson**, and we'll discuss it as we go, go further. And what's the best way to address that? I think we have found partial compliance in the past, but there may be a better way to do it. Ok. so that the order is clear, I am granting an extension of time from our current order of non-compliance's, all of them to January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Ok, good luck to everybody. **Inspector Yates** But just one more, just so we're clear with the parking garage. No issue is in compliance with the parking garage. Not one single issue. Ok, so, so we don't come back next time we've done this, three or four times, where you guys say you're impartial compliance you were in there is not one issue in the parking garage. You were on compliance. Are, are we all on the same page now? **Mr. Vukelja** confirmed the city just wants to make clear as far as they're concerned. You're not in compliance on anything with regard to the parking garage. True or false doesn't matter to me as it stands right now. You got till January 3 2024 to come into compliance. Good luck. Thank you.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 20 - SMG 11-23-279 - The Seventh Day Baptist Church of Daytona Beach Inc. is cited for failure to correct violations of The Land Development Code, Art. 5 Sec. 5.2.B.13.i.d; Art. 5 Sec. 5.11.5, at 128 Live Oak Ave. Violation(s) – Operating food pantry. First Notified – 10/13/2023.

No respondent

Mr. Jackson He may not be physically here, Mr. Vukelja, respondent is represented by Toby Everts. Toby Everts and I've been in conversation, and we've come to some terms of agreement as to this, procedure where we want to go with this. What we'd like to do is ask for this to be continued to the January meeting. I would like to present to you. I spoke with the correspondence received from Mr. Everts in my response, which basically is him asking that to be moved to that we continue this case. He didn't have a fixed date. I recommend it in my response, and I'll provide

that to you. I may, what I expressed in my response was that we would, and the purpose of the continuance is what I narrowed, my response to which is to allow them the historic information, which they lacked. And so basically, it's a, in a, in a sense, public records of discovery to uh be able to determine how they want to move forward. And so, what we are asking us that it be continued, he didn't have a fixed date, but he wanted it before the next, meeting date before January 9th. Would I have agreed to us that we would announce continuance to January 9th? But we would also agree to if, if they reached a point where they've made some decisions, we'll seek a special hearing if we need to in the interim. **Mr. Vukelja** So, what is being asked of me right now? **Mr. Jackson** right now to request this data to be continued to because I've got four pages of material that I'd rather read at my leisure instead of trying to get up to speed on this right now, all you're asking for is a continuance. **Mr. Jackson** Certainly, the second, the second page is pretty much just his public records request. The first page is basically him. Acknowledging, I think in item three, that, that's what is, or item two, that, that is his request is that we continue. **Mr. Vukelja** So the city and the respondent are in agreement that this matter is to be continued. The January 9 2024 meeting in Toto **Mr. Jackson** and they agree that they would not operate the food pantry in the interim until they get an order either from the court or from the city that would authorize him to do so. So, they would abide by the notice of **Mr. Vukelja** is that stipulation in this letter. **Mr. Jackson** Yes, both in his and then my, my response to him, which as you'll see in the top is acknowledging that it's to (inaudible) that they would not cease. So, II, I narrowed our information to my response. **Mr. Vukelja**, OK. And in your conversations with the respondent, you are authorized to present this stipulation, the two of you have entered into. All right. And based upon the stipulation of the parties, then I will continue the determination of this matter in its entirety to the January 9 2024 meeting. And that continuance is ordered in part upon the representation of the respondent that the property will not be utilized as a food pantry. Prior to this court's hearing on January 9, 2024, I stated that correctly. **Mr. Jackson** Yes, sir. **Mr. Vukelja** Very good. And I will take this and read that later.

I have a question. All right. State your name be sworn. **Julie Reese** sworn in. Yes, I did, Ms. Reese. I'm a member of the church that you just had in case number 20. I am a college graduate. I have numerous job applications in with your city right now. I go to that church and I'm proud to go to that church and it is a source of how I eat right now. While I'm waiting to hear back from employers, I can pass a drug test and I need a fair chance at the job. But I want to know why this individual standing right to me on the left side. When I'm going to my church, why does he have the right to invade my privacy and start taking pictures of me with his cellphone? **Mr. Vukelja**, first off, I don't know who you're talking about. **Julie Reese** The gentleman right over here on the left side of me when I was at the church that you just discussed about. Case number 20. That makes me very uncomfortable as a female. I'm proud to go to church there. They are helping other people to give them food. I can show you a sack in my little briefcase office that I have with me in my backpack of all the numerous places including your city that I've gone and gone to the HR department so I could, uh, apply for work when I qualify for certain positions. No call with this, no call with that. You follow up. I gave them all over the place as far as Bel Air Plaza past Publix McDonald's. Oh, you're overqualified for? **Mr. Vukelja**, Ok. Do you have something to speak to the? I just a second. Don't interrupt me again. Ok. Don't interrupt me again. Do you have something to say with regard to this particular item on this agenda? **Julie Reese**, I would really appreciate you reconsidering when there's other people that are trying to get on their feet to stop, to keep the food pantry open. **Mr. Vukelja**, I don't know, I don't know enough about this to say anything other than what the parties, including the church, have stipulated to. So, all I can suggest you do is take it up with the Seventh Day Baptist Church at Daytona Beach Incorporated, whom by the way, I don't know from Adam, I don't have a dog in this hunt. That's all there is to it. But I guess the question you might want to ask of your church is, you know, what am I supposed to do

now that you've agreed to not operate as a food pantry until January 9 of 2024. Ok. So, I would start there with regard to the other matters. Take it up with the HR department at the City of Daytona Beach. That's all I can tell you. **Julie Reese** Ok. Well, I was just speaking, and I wasn't trying to interrupt you, sir, but in the same tone, **Mr. Vukelja** well, you did interrupt me, but that's ok. **Julie Reese** and I apologize for that, but on the same token, why does this individual, like I said, when I'm going to my church that I'm proud to go to that, I'm a member of. Why is it ok for him? Because he works for the city to invade my privacy and just sit there and continuously click pictures of me when I, you know, going into my church, **Mr. Vukelja**, I feel the irony here is the respondent has an attorney. So why don't you ask Mr. Ebbits? I mean, I'm just trying to keep all the lines of communication where they should be. Um, you not only have a church, you can ask some questions of, apparently you also have an attorney, you can ask some questions of. So, I would suggest you take that up with Mr. Ebbits. I don't know what the inspector was doing. I assume he was photographing some function that the church was not allowed to perform. And that was the only purpose of his photographs. But here again, I'm guessing, I don't know. So, in any event, you've got a church, you can talk to with regard to the food pantry and what is going to come of it. And you also have an attorney for the church that you could probably ask any questions of with regard to anything that you think was inappropriate. **Julie Reese** Well, I was just wondering if there was any way to extend to the pantry because it is helpful that certain individuals stay open because they're helping people. **Mr. Vukelja**, I understand that. But right now, the church has asked me to allow them to do nothing until January 9th. That's what the church has asked me for. Ok. So, I understand and, and I guess, and I'm not trying to just blow you off, but the church and the city are both here saying we want to come talk to you on January 9th and in the meantime, we won't operate as a food pantry. Ok. Whatever, I'll take your words for it. And I guess if you're looking for more information, I, all I can do is suggest you start with the seventh day Baptist Church. Ok. Good luck to you. All right. **Julie Reese** Thank you. **Mr. Vukelja**, You're welcome.

DISPOSITION: Continue to **January 9, 2024** and further ordered not to operate the food pantry prior to the meeting.

CASE # 21 - SMG 09-21-247 - Jonathan Worsham III, Allison Worsham, Patrick Worsham is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 6 Sec. 6.19.A.3; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4, 302.5, 308.1), at N Charles St (Parcel # 5338-44-02-0010). Violation(s) – Vacant land, sanitation, weeds, rodent harborage, rubbish and garbage, storage of building materials, no permit. First Notified – 6/9/2021.

Allison Worsham sworn in.

Mr. Vukelja, Mr. Inspector, we're here to establish a compliance state.

Inspector Recanzone Yes, sir. **Mr. Vukelja**, All right. So, what compliance date do you propose? **Inspector Recanzone** January 9th? **Mr. Vukelja**, you mean January 3, Ok. All right, Ms. Worsham, the city is suggesting you ought to be in compliance by January 3. what say the Worsham's. **Allison Worsham** we're waiting for the architectural, um, plans to be uh finished and sent to us and then we're going to resubmit to the city for submission. Ok, and then after that, once we resubmit the city is taken on the average of four months of giving us back comments. So, I suspect on January 3rd, I will just be reporting on no real progress just waiting on the city to return the comments. **Mr. Vukelja**, are we going to be dealing with this forever? Well, we've been dealing with it so far, **Allison Worsham** almost two years. **Mr. Vukelja** Mr. City attorney, what's the city's intentions with regard to this? You know, we started this because the respondent, as I recall, wanted to utilize a piece of property that wasn't properly zoned or

something to that effect and we accommodated them as they got started. How and what was that? That was two years ago. It started right now. He claims to me as though we're not even at the starting block here. So, what does the city wish to do with this? **Mr. Jackson**, just a moment. I'll see. Yeah. So, the position is that I think the last time we came before you, the there were things that they said they were doing. And so, we were coming in today to establish a compliance date from which was continued from the September hearing. So, we're doing that, we're asking that they comply by, next month, compliance would be just to what we cite them for. They'll have to remove things off the lot and have it cleaned up, that's a possibility that's doable. **Mr. Vukelja**, all of this stuff is just a simple matter of removing stuff from the property, isn't it? **Mr. Jackson** Yes, that's correct. **Mr. Vukelja** So, what's the hold up here? They want to keep building materials there, but they're not zoned for it. **Inspector Recanzone** They are, they are zoned for the property. but they're not, they haven't actually gotten a license to, to do what they're doing on the property right now. It's just a vacant lot. So, it's a vacant lot that zone for that kind of use, but they don't have the permission from the city yet to do any kind of use on that lot. And you can't do anything on a vacant lot until you have a structure on the lot. **Mr. Vukelja**, What's the structure we're planning on putting there? **Allison Worsham** We're planning on putting the office and I'm glad you brought it up because with the submit that we had in 2022 the city didn't know if we were doing a construction storage yard or a contractor's storage yard. There are two different uses as it stated in the comments. So, when the comments came back, uh May of this year, it's asking for all of a sudden asking for building elevations when you know before the building was not a simultaneous requirement with bringing the site into compliance. So first we were working with the wall and then bring and the site into compliance and now it's turned into, you have to have a building. And now with the third review is saying that um the office building is required to be established as a component and it has to be done at the same time. **Mr. Vukelja** So here's what the special magistrate is going to do, we're going to meet again on January 9 of 2024 to establish a compliance date. Now, and here's what I'm going to do on January 9 of 2024. I'm either going to have a concrete building plan that's going to come to me with everything compliance states included. I don't care what kind of administrative morass is between Worsham and that or I'm going to give them till the next cut off, which will be February 7th to clear this property because everything on here is just a matter of clearing the property. And I have no doubt in my mind that between January 9th and February 7th, the property ought to be cleared. Is there any reason they couldn't clear it? **Inspector Recanzone** No, sir. **Mr. Vukelja**, Ok. So, we've accommodated y'all giving you all the time in the world to come up with something. And two years later, I'm as foggy about what you're doing as I ever was. So, on January 9th, you're going to come and tell me what your improvement plan is. That's what I'm going to call it. And that's generous for this property is and you're going to start attaching some compliance states and milestones to it so we can see to it, hold you to them and get this thing done. Or if I'm totally dissatisfied with what's presented, I'm going to give you a compliance date of February 7 2024 to have it cleared because everything on here is just outside storage. Ad nauseam is what it is. 10 4. Ok. Good luck.

DISPOSITION: Continue to the **January 9, 2024** hearing to establish a compliance date.

CASE # 22 - SMG 10-21-285 - Cossi Investment LLC & Emil A. Dotel & Miriam P. Aversano is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.2.H.4.A; Art. 6 Sec. 6.2.H.4.C; Art. 6 Sec. 6.19.A.3; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.4, 302.7, 302.8), at 612 George W Engram Blvd. Violation(s) – Overgrowth, outside storage, junk vehicle, parking. First Notified – 9/21/2020.

Supervisor Mark Jones Since last hearing. I've had no contact from the attorney Hughes is on. So, we knew you were coming, **Attorney Barry Hughes** I'm here. (Appeared via zoom)
Mr. Vukelja, we're here to establish a compliance state. **Attorney Barry Hughes** That is correct. Your honor, **Mr. Vukelja**, Mr. Inspector. When **Supervisor Mark Jones** I'm looking at the January cut off, **Mr. Vukelja**, he's proposing January 3rd, what, do you propose **Attorney Barry Hughes** your honor, this is the status that I've been checking with my client periodically since the last hearing and we have retained an architect, the architect ordered a topographical survey so that he would be able to submit a plan to the city. He indicated to be able to submit a plan within the next 30 days. So, I think that the January 3rd day for a review is certainly appropriate or for compliance to have something done with the city. **Mr. Vukelja**, Is this Deja vu all over again? And we just do this in the preceding case. **Supervisor Mark Jones** Well, in this case, the last hearing that was the same reply we got that. They'd hired a surveyor, they were going to get work done, per the city, checking with the planning department and the building department. There's been nothing submitted. This case opened back in September of 2020. And we still are exactly where we were, in regard to the parking, they have been maintaining, the landscaping and they've been maintaining the, outside storage **Mr. Vukelja**, ok and if I'm tired of waiting on the respondent and I want compliance, what does that mean? Whatever parking lots there get ripped out? **Supervisor Mark Jones** Well, no, there is no parking lot. That is a problem, they park on the grass wherever they feel appropriate. **Mr. Vukelja**, ok, Barry, I'm going to pretty much tell you what I told the prior case. I'm going to determine this compliance state on January 9, 2024. And if I don't have concrete compliance dates and I mean, specific things that you're going to provide me, then I'm just going to give you a respondent till February 7th to come into compliance. And if they're not at that point, we're just going to fine them. **Attorney Barry Hughes** I think that's fair. All right. So, ordered. Good luck,

DISPOSITION: Continue to the **January 9, 2024** hearing to establish a compliance date.

CASE # 48 - SMG 06-23-152 - Jacqueline Manning is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 308.1), at 368 Dr Mary M Bethune Blvd. Violation(s) – Failure to repair damaged wall, failure to remove exterior bricks and debris on site. First Notified – 2/9/2023.

**Roger Washington sworn in
Inspector Jean-Baptiste**

Roger Washington sworn in **Mr. Vukelja** thank you and refresh my memory. Your affiliation with the respondent. **Roger Washington** I'm the power attorney over the building. **Mr. Vukelja**, Ok. This matter is here for the imposition of a fine. So, let's hear from our inspector. **Inspector John-Baptiste** this is for the facility that if you remember, sir, this was the insurance issue. As you could see through the pictures in terms of the building itself, there is no progress. However, Mr. Washington can speak to some of the emails that I received from him right there, they have since entered into a contract, please stop it right there since entering into a contract to which he could speak more about. **Roger Washington** All right, after massive emails with him, emailing back and forth with the mortgage company and the insurance companies, all of a sudden now we're starting to get response. Some of the big wigs have got into the, with this, the contract now has been signed with Jacqueline Sean and the contractor who, from the last one I told you they had, attorneys on retainer. So now we have the process where they're moving forward and the insurance, whoever the lady is, who had issued a \$9000 something dollar check, she's saying it's been issued, but it have to now be reissued back. She can't, she's not showing any proof of the check that she issued to the last mortgage company that sold to this mortgage company. This is a bunch of chaos but we're moving forward now. The contract has been signed a new a what is

a public adjuster that's certified, I guess with the state that all of, most of all the insurance companies, I guess deal with him. He's coming to the property supposedly tomorrow to put his part in on what the contractor who we have. Now as a power attorney that will be getting the, will be getting the license and the permits and everything done, to get the ball rolling, he will submit that with them. And then I was, it would be more of an aggressive approach with the, the mortgage and insurance companies to start getting the ball rolling, quicker before the holidays. Come in from what my understanding is. **Mr. Vukelja**, So, what are you proposing? **Roger Washington** I'm not sure until all this goes through, but hopefully we can have some type of action going with them starting and getting something done way before the year end. It's been over a year. It's been a headache for everybody. **Mr. Vukelja**, and as you've probably heard, I'm kind of at my wits end. I don't have that much of a life expectancy left trying to get these things done. **Roger Washington** Believe me, we want it done as well. I've been hit hard business wise. **Mr. Vukelja**, it's kind of a pattern here. I guess I will continue this matter to our January 9 2024 meeting. Is this property in the meantime, at least secured in some fashion? **Roger Washington** Well, I don't have power, so my cameras are not working but I go by there. **Mr. Vukelja**, have we done anything to keep anybody from climbing all over this. **Roger Washington**, I got the, the tape, caution tape **Mr. Vukelja**, in the meantime, just make sure the property is secured. Come January 9 2024. I presume you'll end up back on this agenda. And all I'm telling you, as I mentioned, the two cases that preceded us is that you folks are getting ready to wear out the welcome mat. **Roger Washington** Believe me, I'm so good and I've lost a lot of money over a year out of business. Like, believe me, I took a hit, you know **Mr. Vukelja**, good luck to you. But at some point, I'm supposed to do my job here **Roger Washington** and he's, he's put all that inside of the emails, with the aggressive emails towards them. So, they know. So, I guess not only if the fine get hit is going to fall on the mortgage company too. So, I guess that's why it's a little fire up under their butt too. **Mr. Vukelja** All right, well, something's going to break.

DISPOSITION: Continue to the **January 9, 2024** hearing for progress report and to establish a compliance date.

CASE # 23 - SMG 01-22-12 - Victory Temple of God INC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.7, 304.6, 304.7, 304.8, 304.9, 304.13, 304.13.1, 304.13.2, 304.15, 308.1), at 1047 Madison Ave (Parcel # 5338-01-18-0065). Violation(s) – Lawn maintenance, paint fading and peeling, vacant unused and unsecured buildings, dilapidated buildings, including accessory structures & sports complex, overgrown lot, landscaping including the right of way, outside trash & debris, damaged doors and windows, broken glass, interior surfaces, roof damage, rotten wood. First Notified – 8/13/2021.

R.T. Hillery sworn in

Mr. Vukelja Victory Temple of God Incorporated here for a progress report.

R.T. Hillery Yes, sir. We submitted everything to the planning department there and we're just waiting for them to get back with us after our last meeting in October. And so, like September than it was because I didn't have to come last month yet. So, we're just waiting to hear something back from them on that. **Mr. Vukelja** Hey, Mr. inspector, do you know what he's talking about?

Supervisor Mark Jones I do know they've been going back and forth with the city and the planning department. I do not know where it stands, **Mr. Vukelja** and we're in front of the planning department looking to obtain what? **R.T. Hillery** my final approval on the site plan. They asked some questions that the engineer and had to get back to them. So, we got them back to them and we just wait for them to give us the final review of it. **Mr. Vukelja** And once we have a final site plan approval, then what **R.T. Hillery** we'll be putting permanent roofs on those buildings

instead of keep going back and putting tars on them. We already got the permits so we can't do anything until we get through this site plan thing. **Mr. Vukelja** so once we have the site plan of approval, we're going to start doing some work. **R.T. Hillery** Yes, **Mr. Vukelja** specifically to the roof. **R.T. Hillery** Yes. **Mr. Vukelja** Ok, Mr. Inspector, is that, **Supervisor Mark Jones** well, this property has been an eyesore for the city. At last hearing, they stated that they were maintaining the roof and removing the trash. These pictures are from yesterday, they have not tarped the buildings. Still the same pile of trash is sitting there. If you go to the, that pictures, backup one, please, you can even see that door. If you could scope in the door is wide open, they're not securing the buildings. You can go to the next picture, and you can see where they've pried open some of the openings and even the next picture shows where they're even storing their shopping carts while they're staying there. This property has really been an eyesore. It continues to be an eyesore. This case opened back in August of 2021 and besides mowing the grass occasionally, and I know they have tarped it twice. The city is asking for at least a compliant state for maintaining the buildings that move all the trash and securing the buildings to city standards uh by next cut off or we're asking for that portion of it to be, presented for fines for the possibility of fines as to the progress. I mean, I guess we just, we keep going back and forth with, they still haven't got the site plan approved, let alone what the, what the construction plans will be after that. **Mr. Vukelja**, all right, I think what the city is asking for is more than reasonable. I'm going to continue the determination of a, what are we looking for a compliance date? I guess ultimately, **Supervisor Mark Jones** I, until I have no idea what that date would be, the date would be when they, the property comes into compliance, which would be, they'd have the site plan approval, have the building approval, and quite frankly have the building permits final on this parcel. **Mr. Vukelja** Then I will schedule this matter for our January 9, 2024 meeting for another progress report and I am in agreement with our inspector I want this property secured to city standards and I want the exterior maintained and those things need to be brought into compliance by January 3, 2024. Or the respondent will be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. I think you'll agree. We've been more than gracious in working with you, but the property is an eyesore. It's not, it's not the least bit secure and we don't even have the trash having been removed from the premises. So, while we're accommodating you with regard to all this time, this property continues to deteriorate right before our very eyes. So, I want it secured. I want the exterior maintained. I want all trash removed, as I said by January 3, 2024 or, we'll be considering a fine at our next meeting. Understood. **R.T. Hillery** Yes, sir. **Mr. Vukelja** All right, good luck to you. **R.T. Hillery** Thank you.

DISPOSITION: Respondent was found in Non-Compliance and case continued until the January 9, 2024 for a progress report and further ordered the property be secured to city standards, and property maintained until the property is in compliance and those things need to be brought into compliance by January 3, 2024. Or the respondent will be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter.

CASE # 24 - SMG 09-22-270 - Willie Gilmore is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 304.7, 304.13.2, 305.3,704.2) City Code Ch. 78 Sec. 78-43, at 605 S Martin Luther King Blvd. Violation(s) – Dumpster enclosure installed w-out permit, damaged interior and exterior surfaces, leaky ceiling/damaged roof, missing smoke detectors and inoperable window. First Notified – 10/21/2021.

Juliett Parker sworn in

Mr. Vukelja, this matter is here for the imposition of a fine. So, let's hear from our inspector, what say madam inspector.

Inspector Kirk Good morning. My name is Sarah Kirk. I'm an inspector with the city. My credentials are on file. Since the last hearing we have made progress, everything has been completed. except for, the resolution with the dumpster enclosure. We're just waiting on the dumpster and closure. Everything else has been completed though. So, we're just waiting for a decision to be made. It's been back and forth between Miss Parker and the building department. So, I'd like to ask you to amend to the next cut off for compliance, **Mr. Vukelja** what say the respondent, **Juliatt Parker** I agree. **Mr. Vukelja** All right, pursuant to the stipulation of the parties, I will amend our current order of non-compliance to allow the respondent until January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Let's get her done. Good luck to you. **Juliatt Parker** Thank you.

DISPOSITION: Pursuant to the stipulation of the parties, based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 25 - SMG 09-23-229 - Florida LLC is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC304.7, 304.13, 304.14, 305.3, 305.6, 603.1) City Code Ch. 26 Sec. 26-294; City Code Ch. 90 Sec. 90-297, at **710 Loomis Ave.** Violation(s) – Expired Rental License/Business Tax Receipt, defective and unsanitary interior surfaces, ceiling caving in, weak flooring, missing interior doors, missing insect screens, broken windows, inoperable appliances, unpermitted bathroom. First Notified – 6/30/2023.

No Respondent

Mr. Jackson testified, I've been in communication with the council representing, the responded in this case. there's, there was a legislative change that we're just trying to get, some clarity on. And so, that's what we've been delaying this. We've continued it once we, I'd like to continue to gain primarily for that issue. The other violations. That's, outside of the scope of this, this legislative change, they have been working on those things. and so, we're OK with, with, that and so we jointly request that you continue this to the January, cut off (in audible), it's a whole book, but you only need to probably the first two pages. Yeah, we need to give you all that.

And if I'm going to approach again, (in audible) **Mr. Vukelja** So just out of curiosity, what's this new legislation that's become an issue? **Mr. Jackson** It's a house bill related to preemption. Just trying to see how if and if it relates somehow to rental, ordinances and things like that, different ones depending on how they're written, different cities may have been, may have been impacted, we believe we have not been, but we just want to make sure we don't want to just jump the gun and so we're just working together to get that all figured. **Mr. Vukelja**, so in any event, we have a stipulation to amend our current order of non-compliance to January 3. **Mr. Jackson** Yes. **Mr. Vukelja** All right. Based upon the stipulation of the parties, I will amend our current order of non-compliance to allow the respondent until January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Is that some kind of legislation that I've heard about where they are basically trying to divest local building and zoning authorities of jurisdiction over certain aspects of.

Mr. Jackson Yeah, specifically landlord tenant is the primary aspect of it, but just depending on how some of these ordinances may have been written, they may have some impact. And so, we just want to make sure we're, we're good. We don't want to be on the, on the wrong side. Good luck.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 26 - SMG 09-23-208 - Sunshine Ventures & Management, LLC is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 6 Sec. 6.19.B; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.7, 302.9, 303.1), at 999 N Atlantic Ave. Violation(s) – Lack of required renovation permits, commercial property maintenance, graffiti, pool maintenance, damaged fencing, unsecure vacant property. First Notified – 6/16/2023.

Greg Kong Real estate Agent, Emily Nice chairperson of Seabreeze neighborhood watch
Tracy Remark Sea Breeze Neighborhood Watch, **Anita Gallentine** sworn in

Inspector Stenson

Mr. Vukelja All right, Mr. Stenson, what are we dealing with here? Just give me a quick overview, So I know who to call on. **Inspector Stenson** Ok. Good morning, John Stenson, and code inspector of the city of credentials on file. This is about the property at 999, North Atlantic Avenue. University and Atlantic. **Mr. Vukelja**, Ok. Sunshine Ventures and Management. LLC, I assume, owns it. **Greg Kong** Yes, sir. **Mr. Vukelja** And you have authority to speak on their behalf. **Mr. Kong** Yes, sir. **Mr. Vukelja**, Ok. All right. Lack of required renovation permits, commercial property maintenance, graffiti, pool maintenance, damaged, fencing, unsecured vacant property. All right, I've read all that here for an imposition of a fine lack of required renovation permits, commercial property maintenance, graffiti, pool maintenance, damage, fencing, unsecured vacant property first notification. June 16, 2023. Correct. It's supposed to be corrected by July 11th and I assume it's a non-compliance. All right, Mr. Stenson, let's say the city, **Inspector Stenson**, I guess out of all those listed violations, the permits have yet to be obtained. Commercial property maintenance is still an issue. The graffiti has been corrected, the pool maintenance has, the pool itself has just been covered **Mr. Vukelja** How do you cover a pool? **Inspector Stenson** There's literally a pool covering the entire pool. **Greg Kong**, Ok. May I address that on the cover? These pictures are old pictures. a lot of, I think all of this stuff is in compliance with exception to the permit. the pool cover is not just, I know Mr. Stenson was there because the neighbor across the street mentioned that and I thought there would have been updated pictures on this. I have it on my phone, but there's a pool cover that you can walk on, it's, it's secured in the concrete. And, as a matter of fact, the other day, somebody went in there and threw a cinder block on it and I had to, you know, test the cover and it worked. but I removed the cinder block. **Mr. Vukelja**, Ok. The respondent has mentioned that he seems he thinks he's in compliance on a number of these matters. Does the city have any agree with that at all? **Inspector Stenson** My last reinspection of the property was yesterday. As of yesterday, there was outside storage, it still remained on the property. The landscaping commercial property maintenance still needed to be addressed and that's mostly behind the secondary building just to the east. I'm sorry, to the west of the pool. The fencing has been secured to a point at this point. Obviously, the property is still vacant and there's still no active permits on the property. This property is drawing quite a bit of attention as you can see from the citizens in the neighborhood. And at this point, you had a two part order at the last hearing that said you find it specifically that the poor maintenance and security was supposed to be achieved by October 4th. It was not achieved until November 6th. **Mr. Vukelja** It was not achieved **Inspector Stenson** until when November 6th. **Mr. Vukelja**, Ok. Let's back up, say that part again. So, the part that was supposed to be in compliance by October 4. Wasn't done until October 6th. **Inspector Stenson** That's correct. I'm sorry, November. **Mr. Vukelja**, Ok. So, we went from October 4th to November

6th on the graffiti, the fencing, the commercial property maintenance, and the pool maintenance. Is that what I'm hearing? **Inspector Stenson** Yes, sir. The graffiti was corrected. The pool was not. **Greg Kong** sir. May I respond to that? **Mr. Vukelja**, just a second? Ok. And we are here for a progress report with regard to the status of renovation permits and establishing a compliance date. Is that what I'm hearing or is that what I'm seeing? **Inspector Stenson** Yes, sir. **Mr. Vukelja**, so what is the city asking for a fine because they didn't get the October 4th stuff done until November 6th. **Inspector Stenson** That's correct, sir. **Mr. Vukelja**, and what's the fine, the city's looking for **Inspector Stenson** 200 per day? **Mr. Vukelja**, Ok. All right let's say the respondent to that. **Greg Kong** So in regard to the comments from the last meeting that Mr. Stenson mentioned. So, after that meeting, we had put, we took care to graffiti because you made the comment that you passed by that multiple times a week. And so, we took care of the graffiti as far as painting that up. And, again, a lot of these pic, all of these pictures are old. None of them are of recent, recent violations that have been remedied. As far as the temper with the pool, the pool was secured with, like a, like a yellow construction fence around it and then when I sent Mr. Stenson that information, he said that that was not sufficient. So, besides the fact that the property is fenced and secured with that fencing, the chain link fencing, we went ahead and put that barrier around it, Mr. Stenson and said that wasn't sufficient. So, we went ahead and ordered that secure pool covering the secure pool covering, I think was installed maybe a week or two ago when once it came in. I think it was like \$800. I can, I can get that for you. One of the principal owners is supposed to be here. He's on his way. He's been sick for two weeks. I told him don't come because I don't want you contaminating the rest of us, but he supposedly he was on his way, but he's not here yet. But anyway, as far as the pool maintenance and again, I had discussed it with Mr. Stenson. one of the things that he mentioned in the email was, scum as far as in the pool, we can't drain the pool because it's going to pop. So, what we did was we had the pool skimmed before the cover is put on and put in a case of chlorine tablets into the pool. So, there's no electricity to the pool. So, the pool can't be maintained in a typical type of manner. As far as, I mean, there's not even any pool equipment there right now, eventually there will be once it's renovated. We've also taken additional, and this goes beyond the comments that Mr. Stenson just made. We also took additional measures based off of after Mr. Stenson and I had had some email communication as far as securing the windows and things like that. So, I had the maintenance guy go out there and re secure the windows from the outside, not from the inside. Originally, when we purchased the building, a lot of the windows were maintained or screwed in from the inside. So thereby I guess allowing people to push it in. Now, it's been secured from the outside with like screws all over the outside. So that makes it harder for someone to penetrate. Also, we've um, given the Daytona Beach Police Department a no call trespass arrest order that we signed. I inspected the property with Sergeant Blowers, and we complied with all the signs. There are eight, no trespassing signs with the name of the owner quoting the, I guess the statue and the police department has the authority to arrest somebody there without calling me. We just came up with this idea last week. So, the maintenance guy mentioned it to me because he saw the temporary power pole there. I guess that was from when the previous owners. **Mr. Vukelja**, have you got your phone photos that I can, see? **Mr. Kong**, Oh, yes, sir. **Mr. Vukelja**, Show them to me. If any of you want to look at these, if one of you wants to come up, you're welcome to where I'll have him show you. So that's your pool cover. Ok, got you. Ok. Hang on a second. graffiti. You took care of the fencing, you took care of commercial property maintenance, pool maintenance and secure the property to city standards. What have you done in the way of securing the property to city standards? **Mr. Kong** That that's the, the boards or instead of being put in right there were boards that were, that were loosened already. And when Mr. Stenson made me aware of that, we went ahead and corrected that one of the biggest challenges we have on the property. Your honor is the fact that we haven't started on it yet and the nature of people

wanting to go in there and hang out, um, case in point, you know, the weekend after we installed the, the pool cover, there's a cinder block in the middle of it. It's like, come on where we stand on this right now and I know you've been hearing this over and over again where we stand on, this is the property is cross collateralized with another property that's getting renovated. I was just told probably in the next two weeks that the loan is supposed to go through the funding for the construction. It's a lender. I don't want to be held (cut out) **Mr. Vukelja** where do you stand on your renovation permits. **Mr. Kong** So the renovation permits. So, once we get the funding in place, ok. The architect, architectural design associates and the engineer, they'll be able to update the plans, which we're not changing other than the building codes to update them because the plans are more in three days. Sorry. **Mr. Vukelja** All right. Let's hear from a spokesman for your group here. Appoint somebody and I'm telling you right now, this is a long term project we're all going to have to live with until it gets done. So, take it down a notch. But go ahead, let me hear what you have got to say. **Tracy Remark** Ok. Let me just put on my glasses, **Mr. Vukelja**, I've been looking at that motel on the corner of A1A and University forever and it's finally starting to take shape. So, I guess you live long enough, you see everything **Tracy Remark** and actually Tracy Remark 815, North Oleander Daytona Beach. We've all been looking at it for 18 years. And first off, I just want to start by saying Mr. Vukelja that you have the same life expectancy as everyone in this room today only. And this is the day the Lord has made, let us rejoice and be glad in it. So, the case as you know, there have been 35 cases since 2006, all of them awful. Two expired demolition permits. Then, it took several calls by the city after the date, and it finally took the city getting with AAA fence to actually secure their fence. Because what they did was, they put a ribbon around it or a string around it or a plastic bag around it. They didn't actually use chains and locks number one. And yes, the pool, he's right, the pool would pop out if they took out all the water. But that pool has more than half the water in it. The smell, it is unbelievable, no matter what's on it, no matter how much chlorine they threw into it all, you need to keep a pool from popping out is about a foot of water in the bottom. This is more than half, there are Children that live next door that easily get in. This continued unsecured fencing until finally about two days ago, they did secure it. So, I would say it went even longer than November 6th. but what I really want to get to, is you said, in September that you were looking at \$250 a day, which if we do \$200 that's helps them. But, if they made a good faith effort to develop this, that you would be happy to work with them, but they had to secure it. What it took to get them to secure this and do what they were supposed to is citizens and city inspectors keeping after what they should have done over and over again. But the other thing is besides, that is the following through with reviving the expired development plans as of this morning. If you go on the city's website, you will see that they are still missing a very simple thing that Mr. Kong should have been aware of since he's done his job for a long time because Sunshine Ventures goes back to 2014 as an LLC. But when that was submitted, after they last saw you, they neglected to execute an authorized signature of Mr. Kong to go with all of that. So that sits in limbo and has been sitting in limbo since August 25th with the city, the whole everything to do this and the city has responded to him. The last response on the record was October 18th. The city is still waiting almost a month to return and what they need to move forward, which is a simple executed authorization that is notarized that Mr. Kong or anyone else can deal with the city until that point. So now here we are in November, here we are three months later, and they still have not done the basic thing to have any of that PD continued. They want to continue the expired zoning and until they do that and it's easy enough, the city even has notaries if they need a fun, it's easy enough he could do it while he's here today, no matter where the owner is, no matter where anything houses, no matter the headache, it has been to get this secured and cleaned up and it's still not cleaned up, no matter where any of that is until they do their part. All the rest of this is just talk architectural plans, any other plans they have not change. It's all just talk and lenders, it's all just talk, and we have been

listening to these same things for 18 years through 35 code cases, liens that have been applied and not one single fine has even been paid because you end up with new owners. They come for a lien review, and we start the process all over again. So hopefully today and Mr. Stenson has been wonderful coming out there. Hopefully today they will get fined, and they get fined going back to the date they missed of October 4th because the city has certainly put in more effort, more employee time, more phone calls, more follow up than these owners have done. And the city should be reimbursed, not by us, the taxpayers, but by the actual owners who are up here doing their same song and dance. And that's all I have to say on the matter. **Mr. Vukelja** Ok, Mr. Stenson, how did you arrive at this November 6th date as far as them being in compliance on the first portion of the order? That's when you are out and did went out and did your inspection? **Mr. Stenson** Yeah. Yes, sir. **Mr. Vukelja**, Ok. And I presume you were called to come out at that point in time. **Mr. Stenson** No, that's the date that I scheduled the Day to go out to reinspect. **Mr. Vukelja** why had you not called for a reinspection? **Mr. Kong**, I didn't know I was supposed to call for inspection. I had been in email communication that no, sir. I, I swear to you. I just swore to you right here **Mr. Vukelja** you're facing a running fine and you didn't think you'd have to call for a reinspection **Mr. Kong** sir. I had been emailing, I emailed Mr. Stenson like when we had taken care of certain things and then he responded, this needed to be done as well and then I would take care of that. And if, if I make comments, can I comment a little off of what you just said? So, I completely sympathize with these homeowners. Ok. But I must tell you we have been doing our best to stay on top of the property since we've owned it since March. When we first found out as far as what was going on with the violations. By the way, when we bought the property, there were no liens on it, I guess the previous owners were taking care of that. And the, the title work has on this March. I don't know the exact date. I think it's March 24th, but it's sometime March of this year and, you know, per the history I've learned of this property from the, from the homeowners that live around there. Last week, one of the people from the, uh, Sea Breeze neighborhood watch had contact actually two weeks ago, had contacted me and just asked me some questions and I responded to them and there was a meeting that they posted, I guess that they invited everybody to come out and meet at the property and speak with me because we showed them a property on the next block to the north that we had bought in that was abandoned, blah, blah, blah, blah, blah, and that we renovated. So, I may have made a mistake, but I don't recall any of these people being there. And there are about 12 people from this neighborhood association that was there and there was a Sioe Odi or Odell that was there and they walked through the property we renovated because I was trying to explain to them, and I explained the timeline and the process of what's going to happen with the construction. And then we walked through, I mean, we were there for about an hour and a half of the property just to the north of it that I walked through to show them the inside of what and I had pictures of what it used to look like and what it looks like now and everyone was, they appreciate it, say the least. Plus, tonight, I'm speaking at six o'clock at this sea breeze neighborhood watch board meeting at their Bayview meeting hall. I have the address but at their Bayview meeting hall for everyone that I guess attends that meeting, and they invited me to speak, and I told them I'd be there to address everything. So, it's, it's not that we've neglected the property and, and believe me, my heart goes out to the neighbors that have been dealing with this for all those years with the previous owners. But our intention is, you know, to move forward and develop the property. And I mean, I can give you a rough timeline right now if the loan happens, they say two weeks, I say it's a bank and I say in the next 30 days, we get the loan funding we put in for the draw schedule. The draw schedule comes within a week or two. So, let's say we're on mid-December holiday. So, we're end of December. The, the funding comes through \$40,000 to the architect and the engineer, you know, divided, it's like 18 and the balance of 20 something. So, to the architect and engineer wire goes there by the end of January, we get those plans, those plans get submitted

to the city and then from there and believe me, I'm sure the city wants to fast track stuff, let's say within 30 days, we get, you know, maybe one comment back, we're able to go for permitting that puts us at the end of February, we already have a contractor in place that's working on the Marriott diagonally across the street, which is sea breeze construction that puts us some. We don't have a contract yet because we don't have the complete set of plans yet. But that puts us roughly sometime in March before we can get permits to start doing any improvements on the property. In the meantime, we have to maintain it and keep any, you know, trespasses or anything off the property and to comment on the fence. The fence strap Mr. Stenson had told me that, you know, the strap that was used to fence up the gate, you know, wasn't sufficient. I had AAA, they came out and replaced the gate themselves because, you know, I'm at their mercy to do that stuff. **Mr. Vukelja**, Am I reading this correctly? That, as far as this respondent goes, your first notification to the respondent of the work to be done was in June of 2023. **Inspector Stenson** That's correct. **Mr. Vukelja**, and this is a new owner. **Inspector Stenson** That's correct. **Tracy Remark** Number one, he was dealing with the beachside Neighborhood Watch, which is further south, which is not our neighborhood watch. I don't know who he took through there. It was nobody from the Sea Breeze University Neighborhood Watch, which is where this property is. Also, you have here, the chairperson and the co-chairperson of the sea Breeze Neighborhood Watch which Meets Tonight. We have not talked to him we have not invited him to speak. He has not talked to us. He is not on tonight's agenda. I don't know who he thinks he talked to and where he thinks he's going to be, but we have a different agenda. So, he is misrepresenting or misunderstanding who he might be dealing with, but it's not the neighbors who live there. **Mr. Kong**, I have a voicemail message from the lady that invited me that was there that night when we did a walk-through of the property. **Mr. Vukelja**, I would like to talk to Mr. Stenson. If Nobody minds. Mr. Stenson. The reality is we have a new owner here as of March of 2023. Is that right? **Inspector Stenson** Yes, sir. **Mr. Vukelja**, and that new owner was first cited in June of 2023. **Inspector Stenson** That's correct. **Mr. Vukelja**, Ok. And has the graffiti been brought into compliance? **Inspector Stenson** Yes, it is. **Mr. Vukelja**, And the fencing. **Inspector Stenson** Yes, it is. **Mr. Vukelja**, And the, this says commercial property maintenance. I don't know what that means. Has that been done? **Inspector Stenson** No, it has not. **Mr. Vukelja**, what does that entail that hasn't been done already? It was supposed to be done by October 4th. **Inspector Stenson** We still have landscaping issues that need to be addressed and there's still debris, trash, and debris on the property, meaning bricks, garbage all around the exterior of the property still needs to be removed and it's still there as of yesterday. **Mr. Vukelja**, Pool maintenance has that been brought into compliance or not? **Inspector Stenson** Yes, it has. **Mr. Vukelja** The pool is hearing complaints, **Inspector Stenson** it's covered at this point, **Mr. Vukelja** it's covered and secure the property to city standards. Has that been done? **Inspector Stenson** That's an ongoing battle. **Mr. Vukelja**, But what do you mean? It's an ongoing battle? What does that mean? **Inspector Stenson** That means that I have been there 123456789 times in the past two months dealing with the security of the property. **Mr. Vukelja**, and what's the problem with securing the property? **Inspector Stenson**, the various boards on the openings are removed? **Mr. Vukelja**, who's removing them? **Inspector Stenson**, That I can't answer? **Mr. Vukelja**, is he removing him? **Inspector Stenson**, I don't know, I know that when I come to inspect them that there's an unsecure portion of the building. **Mr. Vukelja**, Ok. Which sounds like vandalism to me, **Inspector Stenson**, it probably is, **Mr. Vukelja**, it probably is. Ok. Ok, folks, we're going to get this property redone. It may not happen on your timeline, but this, we're going to get this property redone like it or not, this person and his property doesn't exist right now prior to March of this year. And the first thing he was told to do was in June of 2023. So, we're literally dealing with a new owner whose history before me now spans a total of coming on five months and before this is all done, I'm hoping we have

something there to replace the toilet that has been that place for probably two decades and I don't live far from any of you all. So now that having been said, what do you want to say? **Emily Nice** Hi, Emily, nice chairperson of the Sea Breeze Neighborhood Watch. I just wanted to say that since your last hearing proceedings, all of this that he's mentioned here has only recently been done. We as residents living near this site have watched that open pool with brown water in it, be accessible for days when the fences were, were open for days, they were only recently fixed within the past week properly. They put string on it, string this wide to secure a fence that has an open pool with brown water and two apartment buildings next to it with Children. You can better believe all of us in the neighborhood have been entirely stressed and worried about what could happen with Children playing in the neighborhood and a property manager who doesn't even come by the site often enough to notice when there's an opening in the fence because it was secured with string or a ribbon. So, yes, he bought it in March, but here we are in November and only last week it was professionally fixed. The fence was professionally fixed. We had all those months where we could have had a, a child drown in that pool. I don't think that's proper maintenance and on top of that, yes, a financial issue to renovate will help. But as someone who cares for their property and is so concerned about the appearance and attracting crime. How about just going out there one day and picking up the trash because the trash has been on there consistently this whole time. It would just take a trash bag to lift up some of that to lift up a brick and all the garbage. That's not showing that you care. And as far as your interaction, I have no idea why you think that coming to our sea breeze meeting will help you see the issues there. Start by picking up the trash and keeping your property in a way that doesn't attract crime and is secure enough continually where young kids are not going to go in there, play in the pool and die. This has been an awful situation for us neighbors to have to supervise and babysit and we're asking for the maximum fine for the days that he was not in compliant code enforcement even gave him a second chance and contacted him on October 27th and told him you have by the end of the weekend to fix these things and still. No, nothing. So yes, he may be in compliance now with the boarded up windows and the final repair of the fence where it was broken into three times while we had to sit there and wait for him to come up with something like a string on it to fix it. This is not due diligence on your property. **Mr. Vukelja** Ok, Mr. Stenson. How much of this time would you attribute to damage to the property done by others? **Inspector Stenson** 30%? **Mr. Kong**, May I comment on the comments? **Mr. Vukelja** No, so you would attribute 70% of the delay to this gentleman and 30% to forces outside his control? **Inspector Stenson** Yes. **Mr. Vukelja**, Ok. All right. I'm going to fine the respondent of the sum of \$3500 due to its non-compliance. I am taking into consideration that you first off, I'm taking into consideration everything they've had to say, but at the same time, I'm also taking into consideration that you bit off something that you're probably going to regret having bit off, but in any event, but you're also dealing with third parties who are interfering with your ability to maintain the property. So, I'm going to order the respondent to sum to pay the sum of \$3500. That's the amount of fine I'm imposing, that is not the amount of the fine that's been requested here by any means, but it takes into consideration what I consider to be what you're dealing with. And at the same time, it also takes into consideration that whether you like it or not, you need to hope this man stays in the fray here and does something with this property. Ok? You need to hope he does that now. So, I will bird dog him and I will see to it that he does what he needs to do. At the same time, I will also take into consideration that I know some of the difficulties he's going to encounter along the way, and I am going to hear that out and I'm going to take that into consideration as well. So, it may result in you getting fined a little bit here and there, which I hope you'll just take as a wakeup call to do a better job of monitoring what's going on at the property. And I hope you'll take that into consideration as I try to keep an owner of the property whom I would like to see, turn this thing into a gem somewhere down the road, which is what I'm often having to do around

here, and I do it as best I can. Yes, sir. **Mr. Kong** Your honor. I appreciate you giving me the ability to comment. First of all, I have a recording from Sue O'Dell, that's inviting me to that meeting that. But the other part of that is, you know, the correspondence that I've had with Mr. Stenson, I've taken care of things when I've gotten that correspondence. The, the string around the gate, your honor is not. **Mr. Vukelja**, Ok. We, we had an order in place. **Mr. Kong** Yes, sir. **Mr. Vukelja** said stuff was to be done. That order actually preceded October 4th. That order goes back to September 22nd. I kind of kept my mouth shut about that as things have gone on here. So sometimes I tell people don't, don't keep scratching away at something because it may not come out as pretty as you like. The fine, as far as I'm concerned, is recognition of the fact that you are in a high profile property that is going to be in desperate need of attention as you are in the process of renovating it and rehabilitating it. And that's a task that you're going to you that you've taken on. And I understand that and I'm all, but I want you to know I'm also going to be mindful of the difficulties you're facing in doing so. So, I'm not just going to slap the crap out of you every time somebody says to some because they don't like what they see. So, I will take all that into consideration. **Mr. Kong** So, but can we take the, the 70/30 split? I don't understand how that's rationed out because I go by that property three times a week. **Mr. Vukelja** It starts with 32 days beyond the compliance state. It starts with about \$100 a day as opposed to \$200 a day. And that reduction is, taking into consideration the fact that there are third parties that probably would have delayed your compliance after October 4 anyway. But there again, it was still supposed to be in compliance by October 4. So that's as much explanation as I'm going to proffer at this. So please keep the neighborhood in mind you've taken on a tough job. I'm actually appreciative of the fact that you have, I'm appreciative of all the people that walk in and try to do what they can to try to fix some of the sore spots in Daytona Beach. Like I said, one of these days I'll see a new motel across the street from you. I've only been waiting for that for about 15 years, but in any event, you aren't going to take 15 years though. **Mr. Kong** No, no. **Mr. Vukelja** Ok. All right. And that having been said, and we are still the second part. So, the October 4th portion of our order is now done. Is that correct? All right. Now, there's an ongoing obligation, of course, to keep the property secured to city standards, to maintain it. And what have you, you've heard some of the complaints you might want to look into that. and then at the November Special Met for a progress report on the status of the renovation and permits and establishing a compliance state. You're not in any position to tell us that right now for a permit date for the renovation permits and establishing a compliance date **Mr. Kong** I'm in communication. I have a PD and that authorization thing we will reschedule, **Mr. Vukelja** then we will have a, we will have you here again at our January 9th meeting **Mr. Kong** by January. I should have something Mr. Vukelja by January. You should have something we should be able to maybe even visualize a compliance date, Mr. Kong sir. Compliance Day for the permit. **Mr. Vukelja** We'll discuss what your status is at that point in time. Don't, don't go, making suggestions ahead of time. So, does that then conclude this business? Ok, folks, we're going to get there one way or another and I say that to both parties.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance and continue to allow the respondents until **January 9, 2024** for a progress report and further ordered a onetime fine in the amount of \$3500.00 for non-compliance time.

CASE # 27 - SMG 04-23-100 - Andre Rondeau & Odette Perreault & Inose LLC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6 19. A.3; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 304.7, 304.10, 304.12, 304.13, 304.13.2, 304.14, 304.15, 305.3, 309.1, 504.1, 504.3, 604.3, 605.4) City Code Ch. 26 Sec. 26-294 and Ch. 90 Sec. 90-297.,

at 209 Oakridge Blvd. Violation(s) – Outside storage, exterior walls, damaged roof, damaged stairs, damaged handrails, broken windows, windows painted shut, missing screens, dilapidated exterior doors, damaged interior surfaces, infestation, plumbing system general disrepair, plumbing system hazard, electrical system general hazard, electrical wiring, lack of required Business Tax Receipt, and Rental License and inspection. First Notified – 2/13/2023.

Ms. Krug sworn. **Inspector Stenson** **Mr. Vukelja** Ok. You're supposed to give me a progress report and we're going to determine a compliance state. Am I getting that from you, Mr. Stenson or from the respondent? **Inspector Stenson**, I'll let her go first. **Ms. Krug**, I think since I got this house in at the end of May, I suppose I wish because I never have experience. So, I think Mr. Stenson and gave me such a hard time. So, when at the beginning, I didn't know we just constantly pull permit, 5 or 6 permit and finally, we got the interior exterior renovation permit and then Mr. Stinson constantly go there and then stop the working and then call the contractor and then scare the contractor. Like a contractor told me, he asked him to cancel permits. So, he canceled his permits one week ago, last Friday, the, the contractor, **Mr. Vukelja** the contractor canceled his permit. **Ms. Krug** Yeah, he said he doesn't want in the call him and then he scared by Mr. Stinson and now I just, but sometimes become good thing. I found another better one and more qualified and more experienced. Another one is a still win, and he will, he will help me to go through this. **Mr. Vukelja**, so you have a new contract. **Ms. Krug** Yes. **Mr. Vukelja**, Ok. Let me move over to Mr. Stenson. Mr. Stenson. Where are we on this project? The only progress I've heard is that we're switching contractors **Inspector Stenson** since the last hearing, I've had multiple inspections of the property. My last one being yesterday, first and foremost, the scope of the permits have been grossly exceeded on this property. They only have permits for windows and exterior stairs. Every time we've gone to the property, there has been additional work done. My last visit was yesterday, there is quite a bit of outside storage on 209. I haven't seen the interior of 209 so I can't say what it looks like on the inside, but the outside is full of outside storage. There are exterior surfaces that have been covered in or replaced outside of just the windows. It's nonstop and, I've had conversations with the previous contractor and now the new contractors I spoke with yesterday. The previous contractor I spoke with on Friday. And he wasn't happy about the activity on the job site. He told me he was coming on Monday to pull out his permits. He was leaving the job and that's what he did. Yesterday, when I was on property, the new contractor was just there to look at the property because he hadn't actually gone through it yet. But he wasn't very confident that he'd be making a lot of progress on there as well, but he hadn't made it, he hadn't made a decision. So, I don't know if the new contractors on board or not, but 209 is far from far from being in compliance, the outside storage remains, the exterior wall damage remains damaged, roof remains, the stairs have been replaced but they haven't been inspected yet. that goes along with the handrails. All of windows are not replaced yet. there are still windows that are painted shut, missing screens, dilapidated exterior doors, interior surfaces, infestation, plumbing, electrical system, and ultimately the lack of an actual rental license, all these things still exist at 209 Oak Ridge, **Mr. Vukelja**, What say the respondent. **Ms. Krug** So 209, we at the beginning we, according the, now it's an old picture, we already replaced the ladder on the stairs and the door. **Mr. Vukelja**, Ok. Well, the inspector is telling me you've done work that you don't even have permits to do. **Ms. Krug**, I had, that's why it's not, not right. We have a permit for the windows, we have a permit for the stairs. **Mr. Vukelja**, he talks about a lot of other work, in addition to that for which you do not have permits, that's been done. **Ms. Krug**, no, after I have the building department, Eugen, the inspector, I asked him to go there, I said, you tell me what component I need to put. But he checked the there was one wall, It's very. So, he said this, you need a drawing. I said, OK, we immediately stopped working there. So, we're waiting for architectural drawing. That's 209. So since then, we did not, you know, this architecture is very, very, very busy. So, we did not. And then I have, I have so much, I must

switch it to five or six. And then he just the constant in the 506. We pull the 5-6 permits. We done, we have done the roof, we have done, we do the window. When once we open the wall, we find that there is rotten wood, we need more permits and then we open this, we do the floor. We had more, more problems, we need more permits. **Mr. Vukelja**, do they have an electrical permit. **Ms. Krug** Yeah, we, we got all of permits. **Mr. Vukelja**, do they have an electric permit? **Ms. Krug**, yes, we have, **Inspector Stenson**, they have for 209 Oak Ridge Oak Ridge Roof permit in the name of Andre Rondo, former property owner. It was issued on 7/14/ 2023 and expires 1/10/24. They also have a drywall flooring change, plumbing fixtures, repair stairs and painting permit. That is also in the name of the former owner of Andre Rondo. **Mr. Vukelja** Has that expired. **Inspector Stenson** It has not expired, sir. It doesn't expire until 16, March 24. They have a residential building exterior permit in the name of the former owner Andre Rondo. This permit was issued on September 2nd and expires on February 29th of next year. Those are all the permits that have been issued for 209, Oakridge. **Mr. Vukelja** Now, are those the permits they need to do whatever work remains to be done? Is there more work to be done for which they do not have permits? **Inspector Stenson** There is more work to be done for which they do not have permits. That's correct. **Ms. Krug**, we are waiting for the architecture drawing because one wall before we did not open the ceiling, we didn't know that everything covered. And when we opened the ceiling, we found the wood was rotten. So, I have the building department inspector go there. I said please go there. Tell me what kind of permit we need, she said, oh, this needs architecture drawings. So now I already have architecture drawing. Now, waiting in this deal in the process of drawing. **Inspector Stenson** Now, Mr. Vukelja, since this former contractor has left the project, he's taken all his permits as well with him, he's canceled all his permits. So currently this property has zero permits to do any work on the property. **Ms. Krug**, So, we didn't do anything after he canceled his appointment. We stopped all work. Nobody worked there. **Inspector Stenson** This contractor just pulled his permits yesterday, Monday, the former contractor, canceled his permits for the project yesterday, the new contractor who hasn't done anything yet, not on board. **Mr. Vukelja** And the old contractor was doing work that was beyond the permits that he had to begin with. **Inspector Stenson** No, sir, the contractor was doing his contracted work. His problem was that Ms. Krug, and her workers would come in after this contractor had already finished his work for the day and they would continue to do work and additional work that she would have them do. The contractor had a problem with this because now he comes back and he's got to basically go over whatever they did when he wasn't there to see if it's going to go along with his permits. **Ms. Krug**, so at the beginning, we have all of the, **Mr. Vukelja** ok. Well, apparently your contractor was complaining that you have a crew of your own over there that works on stuff he's doing and then he finds himself having to come back and either redo or do different work because you've got other people doing work when they're not there. **Ms. Krug** not true **Mr. Vukelja** we're going to simplify this, should the respondent be able to come into compliance by January 3, 2024? **Inspector Stenson** They should, if they actually get a contract and permit, it's a lot of work to be done. But they have been as, as you stated many times in this hearing, they were first notified in February of this year. And I mean, and this has been going back and forth since then **Ms. Krug** at the end of May, so now, the contractor, we just got permits everything for me. So, we just started working and then a contractor just suddenly told me, he said that Mr. Stenson asked him to cancel permit and then, and then suddenly he canceled the permit, and we just know I, he canceled last Friday. So, I need to find another guy. He introduced his boss is Mr. Steve (in audible). And then he said that he will help me to, to put me back. **Mr. Vukelja**, Ok. Well, we're getting ready to expedite this. I'm going to order this property to be compliance by January 3, 2024 or the respondent returned to the special Magistrate for consideration of a fine of up to \$1000 per day thereafter. So, you need to get yourself a contractor lined up. You need to make sure the permits are squared away. You need to get the work done and you need to make sure

it's all in compliance. **Ms. Krug** Yeah, I we are now architecture yesterday, went there to start a major to join. And then after his all week, I gave the, the contract that we put the permit, they take time. And also, this big project that we cannot have done in one day, two, day, one month as at least give me 90 days, you know, give me 90 days **Mr. Vukelja** right now, I'm giving you till January 3rd. And if you come up short, I'll take a look at what you have done. And then I will consider whether or not you've made a good faith effort to come into compliance. And if I'm satisfied, you've made a good faith effort to come into compliance. And if I'm satisfied that your explanation for what's left to be done and when it will be done is plausible, then I will consider giving you additional. But if we're here on January 9th and all I'm hearing is explanations as to why nothing's happened, then you're going to get fined. Thank you.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 28 - SMG 04-23-99 - Andre Rondeau & Odette Perreault & Inose LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 304.7, 304.8, 304.13, 304.14), at 506 N Halifax Ave. Violation(s) – Exterior staining, damaged roof, damaged lattice, broken inoperable windows/damaged screens. First Notified – 3/13/2023.

Ms. Krug sworn.

Inspector Stenson

Mr. Vukelja This matters here for the imposition of a fine. What say the city?

Inspector Stenson the same thing we don't talk about, since the last hearing, there has been minimal progress, continued violations work without permits, the owner has on 11/8 that's November 8th. The contractor of state line contractors has advised me that he's left the project and pulled all of his permits. That was Marlon Taylor upon my inspection of the property yesterday. These are the current pic, the current pictures are coming in but, the original violations of exterior staining, damaged roof, damaged, lattice, broken inoperable windows or damaged screens, they still exist. In addition to that, there has, there's been quite a bit of work done without permits or outside the scope of the existing, then existing permits. The entire interior of the property is, has basically been gutted, been electrical work, performed without permits. The plumbing has been torn out. The, it's not in compliance. It's, it's just not in compliance. **Ms. Krug** We, we got the, the interior complete permits for interior exterior innovation. I don't know what kind of permits you are talking about. We got the plumbing and the electricity, everything included. We got everything, the plumbing and electricity. but just that we are what we're doing. We found out in the, the, when we, we have to take our own floor, we need a joint to make sure, you know, foundation is good. **Mr. Vukelja**, So, let me go back to 209 for a moment. It, it's almost like we're dealing with a runaway train here and we're just trying to catch up to it. So, what's happening to 209? It sounds like they're, have they basically gutted the property? **Inspector Stenson** I don't know, in 209, I don't know. I have not had access to the interior in quite some time, **Mr. Vukelja** but far as 506 from your description, sounds like they gutted the property, **Inspector Stenson** These are the photograph you're seeing right now from yesterday. That's from yesterday. **Mr. Vukelja** So then this is no longer just a matter of a damaged roof or exterior staining, or damaged lattice or inoperable windows. That's beyond that. It has evolved quite a bit. This property is not reliable. **Inspector Stenson** No, sir. **Mr. Vukelja** So then we basically need to look at this almost as a, as a total renovation, whether we like it or not. **Inspector Stenson** That's correct, sir. And ultimately, the city is asking for the imposition of a fine of \$300 per day to be capped at 20. Yeah.

We've got one permit, for 506 for electrical moving wiring to plug from space, that will be a new door, that's all and you have, that's the same permit. **Mr. Vukelja**, Ok. Going back to 209 again. Is this property secure? **Inspector Stenson** Yes. **Mr. Vukelja** And now it's going to 506. Is that property secured, **Inspector Stenson**, in my opinion? No, there's so many. No, it's not secure because half the wall is wide open on the north side of the building and we literally open, you can walk in through the building through the wall. **Ms. Krug**, we got the exterior renovation and then I have architecture go there to look at what we, he asked us to open all of wall and the floor to make sure the wood, no rotten wood is there. So that's what he needs to withdraw for redo architecture drawing. But we already have the architecture drawing for the wall, everything he asked us to open so he can see what we have to replace all of rotten wood. So, at the beginning when I bought it, I did not anticipate so, so much problem. But we, when once we open and get more permits, we already got a 5 or 6 permit, got everything now, but he just cancels his permit. Now, we have to switch and take time, switch to another architect and switch to another. **Mr. Vukelja** So we need a contractor for 506. We need countless permits for 506 because you're basically starting from scratch **Inspector Stenson** again. **Ms. Krug**, I hope you give us 90 days. So, we can get this done soon as possible because this is really a very time consuming lots of work there. **Mr. Vukelja**, I mean at this point, does it make any sense for us? To be focused on? Ok. Is the damaged roof repaired? Ok. Does it make any sense for us to be looking at exterior staining, damaged lattice, broken in operable windows, damaged screens? You're all telling me you got to get into it and once you get into it, you know, it's going to be a non-compliance because it's been gutted. It's complete renovation inside or outside. So, Mr. Attorney, what do you want me to do? You want me to? What does the city propose? I do about this existing order that talks about a notice of violation. It has to do with some exterior matters that quite frankly are nothing but the tip of the iceberg. Given what I'm hearing about the property. You want me to just fine them if you want me to fine the lady? Ok. I just suspect we'll be looking at this eye sort indefinitely, but whatever **Ms. Krug**, I, I do my best to, to speed in this process but it just, you know, it's not one day, two day, one month job, you know, I did not anticipate, but I do my best to just, you know, to spend a lot of money on it, replace all windows or something. I just need 90 days to. **Mr. Jackson** Ok. Mr. Vukelja, I agree. It's a complex situation here. Because based on what has been done, whether it was done with permits and lawfully or not. It, in essence, makes moot most of the violations pretty much. I mean, exterior staining would be a moot issue. The damage to lattice would seem now to be a moot issue as well. **Mr. Vukelja** Not to mention this eye sore is right at the foot of the bridge. **Mr. Jackson** What remains still though is that of course, and again, it's really part of a bigger, bigger project but is that you still have broken in operable windows and, and screens and still need permits for that. The options from my perspective and talking with staff is one to other allow it to ride along with case number seven. And with that being the ultimate compliance is taking care of the window and screen which will really require doing the whole project or, or citing a new for I don't know if, if we can truly amend but uh citing a man new for all of the news status of work without, permitting. So, the only thing that really exists as the standing case as it exists today is that we have uh still remaining um inoperable windows, which is obvious if it's now gutted and um and lack of screens or damaged screens. I know that would require uh permitting and it would require the whole project of completion, in essence, to get there. I don't know if there's any further comment from staff, but that's kind of the, the lay of where we are right now.

Ms. Krug, I found this and now there were violations, something I had this contract to put the per the first thing, we already put the, all of window permits, all of window, both 209 and the 506, we have the window permits. We are just we replace all of them. But this picture now and also stairs is new to new door. We will play everything. Just haven't, hasn't get a final inspection yet, but he, we already have done this order. And also, you can see that the window is new, but now we have

to s uh to replace the old rule. I guess the intention is good just to try to, you know, to get the repaired. Not like uh we are purpose delay. I did not permit, I, I did permit every, all of purpose that they need. And then also I asked the city, the inspector go there. I said, if you tell me what permit we need, we will pull every permit you need at the beginning as well before we opened up, we didn't know what we need, you know, at the beginning. I already got a stucco permit. **Mr. Vukelja**, Ok. Just a second. I mean, is this notice of violation? Ok. Forget about what she's done. I mean, just focusing on this notice of violation, is this still doable **Mr. Jackson** only as to the windows, Mr. Vukelja. Is that correct? You have to speak to that? **Inspector Stenson** That's correct. Understanding the fact that she's now in a position where she doesn't have a contractor, Mr. Vukelja doesn't have a contractor and gutted the building and gutted the exterior too. **Inspector Stenson** I can't argue **Mr. Vukelja** it's an eyesore to the third power, **Inspector Stenson** correct. So, she needs to get this new contractor on board. He's going to have to pull all the new permits because there's no permits because the old contractors pull all this stuff. And then they need to get all the work done **Mr. Sykes** and no work should be done until that, until the permits are on site. **Ms. Krug**, we complete. So, after he, after he cancel permit and then I immediately solve everything, nobody works there anymore. But I just bought a lot of material there, but I already, we completed the stop. **Mr. Vukelja** So now, so I, I mean, trying to figure my way through this quagmire, it looks like the exterior staining is doable between. Now, say for example, and January 3rd, she says the roof's been repaired, whether that's true or not. I don't know it has **Inspector Stenson** the roof has been repaired, inspected and final. **Mr. Vukelja**, Ok. I guess the damaged lattice can be done. I guess the broken inoperable windows, damaged screens. Is that something that's doable anymore or not. **Inspector Stenson**, as long as she has the permit, it is doable. She must get the permit, a new permit for the windows. She can finish installing those. I don't have a problem with that. **Mr. Vukelja** and when she does all that, she's not going to be allowed to use the property, because she's gutted the interior. **Inspector Stenson** That's correct. Ms. Krug Right. We finished all of violation and then to inside, that's the plan. But we now are just talking to the waiting for us. **Mr. Vukelja**, Ok. All right. I'm going to extend our current order of non-compliance to allow you to come into compliance at 506 by January 3rd of 2024. Pardon? January 9th is the meeting. That's where I'm going to fine you if you're not in compliance. Now, what you need to do for this notice of violation, you've already got the roof taken care of. You need to take care of the exterior staining. You need to take care of the damaged lattice and the broken windows and the damaged screens. That's all you have to do. Now, listen to me. You won't have time. I suspect to do the interior too between now and January 3rd. Is that safe to say **Inspector Stenson**, correct? **Mr. Vukelja**, Ok. So don't waste your time doing that because on January 9th, if this isn't done, I'm going to fine you. Ok. Unless you come up with a really good reason as to why you couldn't get it done. The exterior staining. I don't even know if that requires a contractor. I don't know, but you have got to make sure you have whatever permits you need to get this work done. **Ms. Krug** Ok. So, he just came to me yesterday and then after he said who done this week? And I need to give the contractor the ok. **Mr. Vukelja** You need to focus on what needs to be done on this notice of violation. When all this is done, then you're going to have to turn your attention to the interior before you get to use it. But if you get this done, you at least have the city with this behind you. That's all I'm saying. Ok, so you need to. So, we've already talked about 209 with regard to 506. You need to take care of these things by January 3. That means having the permit. If you need a contractor, you get a contractor, but these things are not that big a deal and they are doable. I would think the big ticket item would have been the roof, which is done. Ok. Well, that's the big part of this. So now take care of the rest of them and also in this, this guy, the stairs for your building inspector. Well, that's 209. You have until January 9th to get things squared away on 209 as well. Ok. But I want this one done. This is doable. Let's get this out of the way and once that's done, you'll be able to secure it. We

can talk about additional time to finish the interior, which isn't even part of this that we won't even have to worry or concern ourselves with that. So, get this done. There we go. So, with regard to case number 28, this is 506, North Halifax. I'm amending our current order of non-compliance to allow the respondent until January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of fine of up to \$1000 per day thereafter. Ok. Get yourself a contract and get your permits. Get the work done. Good luck to you.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 29 - SMG 10-23-245 - Henley Corp INC is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 112.1), at 404 Seabreeze Blvd. Violation(s) – Construction without permit (stop work order). First Notified – 6/16/2023.

No respondent

Mr. Vukelja Anyone here for the respondent, what say the city.

Inspector Alderman Ok. Since the last hearing, there has been contact, I've had contact with the owner as well as the contractor. The building is commercial, and it's occupied and there has been progress. A permit. C 2310-170 has been applied for; it has been returned to the contractor for revisions. He called me this morning and said he is in contact with the building department about those revisions. As at this point, staff are asking to mend a January cut off. **Mr. Vukelja**, Ok. Based upon our inspector's report, I will amend our current order of non-compliance to allow the respondent till January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day. Thereafter.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 30 - SMG 10-23-246 - Venkata Chereddy is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 6 Sec. 6.12.D; Art. 6 Sec 6.19.A.3; Art. 6 Sec 6.19.A.4; Art. 6 Sec. 6.12.B; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.4, 302.9, 304.3, 308.1, 604.3.1.1), at 1079 Mason Ave. Violation(s) – Damaged sign, damaged dumpster enclosure, overgrown landscape and trees, missing siding, graffiti, trash & debris, address numbers, open electrical box. First Notified – 6/29/2023.

No respondent

Mr. Vukelja Anyone here for the respondent, not seeing a respondent what say the city.

Inspector Alderman Ok. Since last hearing, I have been in contact with the owner. Uh In fact, that's this has been uh graffiti has been repaired. The landscape has been repaired and the landscape has not, not been removed and the address has been repaired. I'd like to amend to the January cut off please.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 31 - SMG 07-23-183 - Atlantis of Daytona LLC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 6 Sec. 6.12.B; Art. 6 Sec. 6.12.D; Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.9, 304.1, 304.3, 304.9, 308.1, 605.4 NFPA 1,11.1.5), at 2739 N Atlantic Ave. Violation(s) – Damaged trash containment structure, overgrown landscape, retainer wall (overgrowth & graffiti), trash and debris, missing soffit, damaged signs, electrical (extension cord). First Notified – 2/28/2023.

No respondent

Mr. Vukelja Anyone here for the respondent, not seeing a respondent what say the city.

Inspector Alderman Since last hearing, I have been in contact with the owner and the sign company it is occupied and there has been progress. The only thing left is the removal of the sign. When I spoke to Raymond of Kenco signs, he has a signed contract, and it should be removed within 2 to 3 weeks. So, we're asking you to amend to the January cut-off.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 32 - SMG 09-23-212 - Vacation Rentals LLC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 6 Sec. 6.12.D, Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.3), at 1227 N Atlantic Ave. Violation(s) – Damaged signage (permit required), overgrown landscape. First Notified – 6/27/2023.

No respondent

Mr. Vukelja Anyone here for the respondent, not seeing a respondent what say the city.

Inspector Alderman So last hearing, I have not heard from the owner, I have contacted, last month, I have contacted the sign company. It had a full mailbox. I contacted the owner. She said she would take care of it and I have not heard from her. So the city is asking for \$100 a day per day to a cap of \$20,000.

DISPOSITION: Noting the absence of the respondent Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$100.00** dollars per day will go into effect **November 9, 2023** and continue to accrue each day thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$20,000.00** dollars.

CASE # 34 - SMG 09-22-279 - Americano Beach Lodge Resort Condominium Association INC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.D; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2), at 1260 N Atlantic Ave. Violation(s) – Peeling paint, and dilapidated seawall. First Notified – 2/19/2022.

Bryon Smith sworn in

Mr. Vukelja Progress report and compliance dates

Bryon Smith So I'm still waiting on my permits from DEP. I submit our plans. They sent back an RAI one of those comments is getting a letter of no contravene from the city **Mr. Vukelja** of what now **Bryon Smith** letter of no contravene saying that that the city has no objection to me rebuilding the seawall. I've submitted that letter right after I got notification of it, went through one round of comments and I talked to the planner that's doing it last Wednesday and she was hoping to have it done by Friday or Monday. It's still under review. So, I would assume it's **Mr. Vukelja**

So what exactly are you waiting on **Bryon Smith** a letter saying that the city doesn't object so I can resubmit everything to dep **Inspector Yates** he is working within the permit process currently. **Mr. Vukelja**, so where does that leave me? **Inspector Yates**, I would like, him to come back in January for another report and at that point, they should have their permit in place, and they should be able to give us final details on when the construction will be complete. **Bryon Smith** That's what I was thinking too. **Mr. Vukelja** All right. Well, then based on the apparent consensus of the parties, then I will schedule this matter again for our January 9, 2024 meeting for a progress report and hopefully to establish a compliance state. Good luck to you. Thank you.

DISPOSITION: Continue to the **January 9, 2024** hearing for a progress report and to establish a compliance date.

CASE # 35 - SMG 09-22-276 - Joseph P Torch is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2,304.10), at 1305 N Atlantic Ave. Violation(s) – Dilapidated steps and balcony. First Notified – 3/26/2022.

Joseph Torch sworn in

Mr. Vukelja, I have you down for a progress report. **Joseph Torch** Yes, sir. **Mr. Vukelja**, What's the progress? **Joseph Torch** Well, we had a successful boa variance. **Mr. Vukelja** You did? **Joseph Torch** Yes, sir. **Mr. Vukelja** Good for you. **Joseph Torch** Thank you for that. And I've retained real time properties. My general contractor, Steve Weaver, is going to finalize the initial part of the permit that includes the railings and the enclosed porch, putting in a revision in this week. And he's actually taking over the case for me. So, he's putting in the, notarized, change of from property owner to contractor and should be in today. It might be tomorrow and also a revision for the front hardy board siding. **Mr. Vukelja** So, what did the board of adjustment do, approve your steps? So, you didn't have to change them. **Joseph Torch** Not, not a thing. It was unanimous. **Mr. Vukelja** Cool. All right. Anyway, progress report. So, what does all that mean as far as us being able to wrap this up? **Inspector Yates** We want to go ahead and have him come back in January, at which point we're going to hope he's in compliance before then. And if not, we'll establish the compliance date at that point. **Joseph Torch** Sounds good. And I might do the Northeast Porch as a new permit, but that wouldn't include the compliance date. Right. **Inspector Yates** Correct. That's totally separate. **Joseph Torch** Ok, thank you. **Mr. Vukelja** All right. Then once again, we will continue this matter again for our January 9 2024 meeting. At which point in time we will either be in compliance or expect to be able to determine a compliance state. **Joseph Torch** Yes, sir. **Mr. Vukelja** Good luck to you.

DISPOSITION: Continue to the **January 9, 2024** hearing for a progress report and to establish a compliance date.

CASE # 39 - SMG 11-22-328 - Lorin & Herb Kawesch is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.3, 304.2, 304.6, 304.10, 304.12, 304.13.1), at 517 S Palmetto Ave & 515. Violation(s) – Unpermitted structural work, unpermitted water heater install, unpermitted heater install, unpermitted structural bracing, dilapidated steps, peeling paint, rotted wood, damaged stair rails, cracked sidewalk, broken window, dilapidated deck and rails, dirt, grime, areas of rust at AC unit. First Notified – 5/23/2022.

Herb Kawesch sworn in appearance via zoom.

Mr. Vukelja, all right, we are here for the imposition of a fine which was actually continued from the October hearing. So let me hear from our inspector.

Inspector Yates All right. Uh, since the last hearing, I've had contact in progress, they've gotten additional permits required to do the work. So, I would like to amend the January cut off **Mr. Vukelja** city is proposing, amending your cut off to the January 3 2024 cutoff date. What say you, **Herb Kawesch** I appreciate that. Yes, sir. **Mr. Vukelja** All right, then I will, amend our current order of non-compliance to allow the respondents until January 3 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. Good luck to you.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 40 - SMG 09-23-217 - Allison & William Fleck is cited for failure to correct violations of The Land Development Code, Art. 5 Sec. 5.3.c.19.b; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Live Oak Ave (Parcel # 5339-31-00-0090). Violation(s) – Tree, debris on vacant lot, overgrown landscaping, vehicles parked on lot. First Notified – 5/23/2023.

Allison Fleck sworn in appeared via zoom.

Mr. Vukelja All right, I have, this matter is down for a progress report. So, do you have some progress to report? **Allison Fleck** Yes, sir. I'm um, I will tell you what I know, sir. I believe Bill is coming out of a, a meeting and he's going to try and log on. So, to the best of our knowledge, we've clarified, and we've been going back and forth with the inspector. The tree in question is not on our property. It is on the property behind us. The gent we have been the gal to the left with it is still hanging over her house. She cut down a few limbs and threw them on our property. She's also been parking her car on our property again. We've hired a gentleman through the township's recommendation that has been clearing the property and mowing the lawn. But we again, are still not in any position to do anything unless the lady that has the tree over her house gets it off of her house because we cannot take that liability. And my husband, who's a licensed architect in the state of New York, New Jersey and Florida and builds skyscrapers has sent lengthy emails back and forth to your inspector informing him that we cannot take the liability for this. The tree is not our on our property part of it is, but it's hanging over the neighbor's house and we can't move it unless somebody else shores it up, it'll, whatever we do will negatively impact that woman's home and we don't know why she is not being called to account for that because she didn't do anything to fix the situation so that we can fix your situation. **Mr. Vukelja**, Ok. Well, it sounds like a legal issue. **Allison Fleck** Yes, it surely does, doesn't it? Because the tree's not on our property. Ok. So, we own a vacant lot. We own a vacant lot that we have maintained for over 20 years, and we take care of it. Bill is trying to log into the meeting to speak to you, but they're not allowing him to log in. I don't know if that's a technical issue on your side. Um, but he's trying to log on, I think he's connecting now with audio and he's an engineer so I think he can speak to this more than I can. **William Fleck** appeared via zoom and was sworn in **Mr. Vukelja** Ok. Well, let me back up and get back to basics. Whose tree is it that's causing all this trouble. **Inspector Bostwick** the tree that fell, fell from a neighbor's property to the north of Mr. Fleck's property fell onto his property, **Mr. Vukelja** fell onto the Fleck's property. **Inspector Bostwick** We've already cited that neighbor. He did not respond. We already have a lien a fine imposed on that property. At the last hearing. You asked us to get in touch with this homeowner at 566. And if, if Joe, can you show, ok, that, that's how the tree was looking that was hanging over their property. They went ahead and cut back to how it looks like that. Ok. So, what they were concerned about, we feel this homeowner 566 removed all the tree limbs that were hanging over their home. So, in the

case when the removal of the tree that's now on Mr. Fleck's property gets removed, it will be safe, no danger to them. **Mr. Vukelja**, Ok? The city is telling me that your neighbor has removed portions of the tree that concern your neighbor and the rest of it's on you. So, what say you to that? **William Fleck** Well, I had my contractor go over there. I was excited to hear that, and he expressed to me that that wasn't the case. He said that there's a very large limb that hangs over the property line that if he cuts, could damage, or crush his garage and potentially hit the ground and maybe roll over and do more damage. And it appears from what he inspected that they, you know, cut some tips of the tops of the tree that were hanging near the house, but left the, the whole limb didn't cut it at the property line and then worse yet, it looks like they took those limbs and a lot of the debris and put it over the fence on my property line. You know, and, you know, I was concerned, I said, can we cut it? He goes in order for me to cut it, he goes, and I have to go on that property, and I have to shore it all up and cut the limb so that they can take their limb away. but we're not allowed on their property. Number one, we know that we want to be on the property. The cleanest way to do it. This is what we discussed last time we spoke is for them to come along and cut the limb at the property line, remove everything that's hanging over their garage house and property so that the rest of it I can easily take away and cut up. **Mr. Vukelja** Wow. Why couldn't I have had a nice easy day, like resurfacing the Sphinx or something like that? **William Fleck** Same here. **Mr. Vukelja**, Ok. So, we got a dead tree on the fleck property that's hanging over the neighbor's property. The neighbor says he's cut some of it away and he has cut some of it away, thrown the scraps over on the fleck property. And the Flex contractor is telling him he still doesn't think he can take the dead tree out that is on the fleck property without doing damage to the neighboring property have I said that correctly. **Mr. Fleck** Yes, sir. **Mr. Vukelja**, Ok. Now, all that having been said, I assume that the basic violation here is that we have a dead tree on the flex property and the city is looking to the flex to take care of it. Is that about, right? **Mr. Fleck** That's what it looks like to me. I mean, it's, it's, um, you know, I don't mind taking care of my portion and it, it's again, but ii, I still go back to the fact that, um, the risk involved to the other person's property and me having to have provide, get access to that property because I can't certainly do it from my side is an issue. It's a safety issue. **Mr. Vukelja** Well, right now, the question is whether or not that's an excuse for your inability to perform what the city is telling you to do, whether that's the case or not. I don't know. That's a legal question and I'm happy to report. I'm not the city attorney. **Mr. Fleck** Yeah. I mean, you could look at that again. I'm not, I mentioned last time we for 20 years we maintain that property and all of a sudden this happened and before I knew it I get, like, right between the eyes, I got hit with the neighbor not doing their portion parking, that same neighbor by the way, parked on my yard for months and kind of created an issue for me, whereas I wasn't in compliance where I've always been in compliance for 20 years. Now. All of a sudden, I'm not in compliance because I have a car park and I have not in compliance because I have debris on it, not in compliance because I have a tree on it. I mean, that's quite a hardship when I've been maintaining the property for 20 years. All I want to do is get that piece off my yard and, and again, it wasn't my tree, but I have no problem taking that piece off my yard. **Mr. Vukelja** Well, the fact of the matter is you have a tree on your property that's dead and that's what's posing the risk, that part of it. Am I not? **Mr. Vukelja**, Is that not the case? **Mr. Fleck** The tree is on my property? And yes, there is a risk to someone else because it's on their property. It fell from someone else's property onto both our properties. **Mr. Vukelja**, you're telling me you can't find a tree cutter, then figure out how to take down a tree without causing all kinds of mayhem. Isn't that what they, you, you hire them for? **Mr. Fleck** Yeah. As I expressed to you, the limb is quite large and in order to do it properly, they have to be on the neighbor's property to do it. They cannot do it from my side. And if they cut back some of the limbs that approach the limb that's hanging over there, the tree can roll over onto their property. They can't get to that limb. **Mr. Vukelja**, Ok. Well, I guess the question for the city attorney is

whether any of that constitutes a legal justification for him not doing what he's been cited to do. **Mrs. Fleck** The thing is the base of the tree is not on our property. It's someone else's tree that fell between two properties. Ours happens to be vacant and the other property happens to have a house on it. But the owner of the tree is not us, **Inspector Bostwick** Mr. Vukelja I was told, well, I'm not sure which contractor they're currently dealing with. If it's the same **Mrs. Fleck** AJ landscapers you gave them to us. **Inspector Bostwick** Ok. AJ spoke with this property owner and the property owner said that he does not have a problem with them coming onto his property to remove that. I mean, it wasn't told to me, it was told to the contractor and the contractor mentioned it to me. The contractor also stated that he has the equipment just a second sir, that he has the equipment that he can go up there and grab that tree limb that's hanging over there, maintain it. So, it won't fall, cut everything else down and then take that and put it on the vacant lot. And that's what he has told me two months ago that he can do that. **Mr. Vukelja**, Ok. And did I understand you to say this is actually another neighbor's tree? **Mrs. Fleck** Yes. **Mr. Vukelja**, so what if the whole tree fell across the whole length or width of your lot? **Mrs. Fleck** Yes, **Mrs. Fleck**, three properties involved. One man has a tree, it fell on a fence between two other properties. Property number one is our vacant lot. Property number two is the one with the house and property number three is the one behind it who owns the tree. So, we got cited for having a car on our property that belonged to the neighbor with the garage with that she had put on our property, and we got cited because it wasn't being maintained. We called the township as we always have, we hired the landscaper. They recommended. He has sent multiple videos and photos of this. He has gone every time we've asked him to go and send us updated photos. The tree is not ours and we cannot do anything until everybody does what they're supposed to do. **Inspector Bostwick** Ok. All right, Mr. Vukelja. Ok. The tree that fell. Ok. It's like the, the, the, the flex property line is right here. Ok. The property line behind them, maybe about 2 ft free fell from right here over to their property. Ok. I've already cited the Alves folks, George Alvez, they live in New York. They never responded to anything we sent, but we already fined them a \$15,000 lien. Ok. The tree as you can see right here, like 80% of the tree, it's on the Flex property. Now, if I've addressed the owner where the tree originally fell from, I've addressed the flex, they've asked for 566 cut off the branches that were hanging over the house as you can see by the pictures, they have done that the Flecks want more done. That's between, that's between them and this property owner, we just need tree removed because it's a, it's an eyesore to the community. **Mr. Fleck** Let me say one thing please. When we spoke last time, we agreed that they would take their portion down on their property line and I would take down mine. It was a safe way to do it because the limb is hanging high. What happened was they did a quarter of the job. They didn't and I don't know how they're backing in compliance because they're not in compliance. They still have a limb hanging over their garage. Worse yet they took the brand, threw it in my yard. I don't know how to get away with that too. I'm just trying to do the right thing here, but I got to do it the right way and I, and the right way as I expressed previously is for them to take their limb down off their property line. If it rolls onto my side, when I'm taking the, the way off the tree, it won't damage anything. It's just dirt. But if I cut and take some debris out of the way on my side and it rolls the other way. Well, then we've got a big problem in order to prevent it from rolling is to hold it up, go on the other property, hold it up in position or cut it down first. And that's what I'm trying to do is get the neighbor to cut their piece down first at their property at the fence line, so I can take care of mine. Very simple. **Mr. Vukelja**, Ok. Has property number three that this branch extends over. Have they been cited? **Inspector Bostwick** Yes, sir. Yes, they've been cited as well. Mr. Jones, the supervisor, he cited them to remove, should speak for him. **Mr. Vukelja** So we have the, the property owner who owned the tree to begin with has already been sighted and fined the flex we're dealing with. Now. And the last property's already been sighted as well. **Mr. Jones**, yes, sir. If you go back to the photo with it hanging over the tree over the house, Joe, as you can see

how far that tree was hanging over the house. Uh, they were cited for safety reasons because of the tree over their house. **Mr. Vukelja** Now, can I see the picture that shows what's been cut? **Mr. Jones** Yeah, see they've cut everything. And so as far as our case for the safety life, safety of the residents in the house that has been corrected. **Mr. Fleck** Ok. But see that piece with the fences, see all that, that you go back, all of that's hanging over the garage that still could cause damage. If I cut something that could fall, I'd have to physically go on. **Mr. Vukelja**, I'm tired of ifs and tired of the ifs and buts I'm done. How long should it take to have this tree removed? Ok. I'm going to order you to have this tree removed by January 3, 2024 or be returned to the special magistrate for consideration of a fine of up to \$1000 per day thereafter. So, you get together with your contractor, you figure it out, feel free to talk to your neighbor from what I understand. They've already been cited as well. So, everybody that this tree has either touched or is touching or is near is already before us. Ok. So, I'm ordering you to get this tree off your property and have it done by January 3? **Mr. Fleck** Ok. Well, can I get a waiver of, of dedication? I have to go on the property. How do I go on the property? **Mr. Vukelja**, I can't give you any permission to go on their property at all. You talk to your contractor and if your contractor comes back and says, well, you talk to your contractor first, let's figure out if this thing can be done instead of raising every horror story imaginable. Let's try using a little American ingenuity and let's get the freaking job done here. And if, for some reason, that's absolutely impossible, then I guess we'll continue dealing with this for a while, but I want to at least get started on something and I want some proof that it can't be done, sir. **Mr. Fleck** Let me ask you a question. Why is it unreasonable for somebody to cut down branches that are on their property? Why is it, why are they if there's branches hanging over their garage and hanging over their property, why is it unreasonable for them to take care of that? **Mr. Vukelja** Don't know if the shoe was on the other foot. Don't know. **Mr. Vukelja**, That's another case. And I guarantee you I'll be dealing with them too, but I'm not going to sit here indefinitely and do nothing because I have three property owners telling me they're only one third of the problem. **Mr. Fleck**, so you want me to solve the problem regardless of the risk. No, I want you to get the tree off your property, period. I understand that, but to do that creates a risk. It might as long as I got permission and I won't get, uh, we've held high, hold harmless from any damage by my contractor trying to take it off someone else's property, whether a very heavy limbs and whether anybody may make complaints about it and whether there's a claim, **Mr. Vukelja** I'm tired of all the weathers and the ifs and buts get the tree off your property and I don't care where the branches fall. We'll deal with that later if we have to. But I got to believe a responsible tree contractor can figure out how to remove a tree from your property and get branches that happen to be overhanging a neighbor's property somewhat. **Mr. Vukelja**, I got to believe this isn't rocket science here. I know what it is. I'm, I'm in the business of construction that can figure that out. It's, **Mr. Fleck**, I understand this. I'm in the business of construction and I understand the potential risks of property owners and, and things falling on the property causing damage are very severe. The safety issues in Florida are very strong like any other state in the country. So, I will do what you say. I, I said that from the very beginning, I for 20 years, I have been compliant. Now I have a safety issue and as long as I am held harmless from what happens because it's a very heavy limb. I will take it down. I'll tell him to take it down to the best of his ability, but there may be some repercussion and I don't want to be held harmless for it. It's expensive enough as it is. **Mr. Vukelja**, I can give you no guarantees. I can give you no warranties. I can give you no disclaimers. All I can tell you to do is find a responsible contractor who's bonded and insured, who will tell you he can get the job done. **Mr. Fleck**, I'll find out if someone can do it. If I have to go to another contractor, I will. But if I can't find one, what do I do? Do I write to you? **Mr. Vukelja**, at some point, you're going to wear my patience out and you're just going to get fined because I got to believe getting a freaking tree off a piece of property is doable. And from what I understand of your qualifications, you know that too. **Mr. Fleck**, I do know, but I also know I've had beams fly

through roofs of buildings that were accidental. I know what safety is and what you need to do to prepare for it. You have to sure things up there's a lot to it and I got to be, I might have to be on their property is what I'm saying. **Mr. Vukelja**, the only thing anybody expects is for you to do whatever is reasonable. **Mr. Fleck**, Ok. I'll find out if he can do it without shoring it up on the other side of the property. If he can do it from my side without causing any damage, I'll certainly do it. But if he can't, I'll let you know **Mr. Vukelja**, we're going to get this tree removed one way or another. Good luck. **Mr. Fleck**, yeah. Thank you.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 41 - SMG 10-23-234 - Daytona Bluetide Group LP is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at E Intl Speedway Blvd (Parcel #5308-04-00-0010). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 8/15/2023.

No Respondent

Mr. Vukelja, anyone here for the respondent, what say the city?

Inspector Bostwick, since the last hearing, no contact or progress was made, staff request a fine of \$250 a day with a max fine of \$50,000.

Mr. Vukelja, based on our inspector's testimony, I'm fining the respondent the sum of \$250 per day commencing November 9, 2023 and that fine will continue to accrue each day thereafter until the property is brought into compliance or the amount of the fine has reached the sum of \$50,000.

DISPOSITION: Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$250.00** dollars per day will go into effect **November 9, 2023** and continue to accrue each day thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$50,000.00** dollars.

CASE # 42 - SMG 10-23-239 - Adiba Shuja is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Derbyshire Rd (Parcel # 5238-15-11-0160). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 8/31/2023.

No Respondent

Mr. Vukelja, anyone here for the respondent not seeing a respondent would say the city.

Inspector Bostwick, since the last hearing, no progress or contact staff request a fine of \$250 a day with a max of \$15,000.

Mr. Vukelja, on the previous one. Did you say \$15k or \$50? **Inspector Bostwick** \$50 Ok. And this time you're saying \$15 **Inspector Bostwick** yes, it's a residential lot, compared to commercial. **Mr. Vukelja**, I just want to make sure I was hearing things, right? All right. Based upon the testimony of our inspector, I'm fining the response sum of \$250 per day. Commencing November 9, 2023 and the amount of the fine will continue to accrue each day thereafter until the property is in compliance with the amount of the fine has reached the sum of \$15,000.

DISPOSITION: Noting the absence of the respondent Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$250.00** dollars per day will go into effect **November 9, 2023** and continue to accrue each day

thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$15,000.00** dollars.

CASE # 43 - SMG 10-23-236 - Daytona Beach Bella Vista Inc is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Atlantic Ave (Parcel # 422503020020). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 9/1/2023.

No Respondent

Mr. Vukelja, anyone here for the respondent not seeing a respondent would say the city.

Inspector Bostwick, since the last hearing, no progress or contact the staff request a fine of \$250 a day with a max of \$25,000. **Mr. Vukelja**, based upon our inspector's testimony, I'm fining the respondent the sum of \$250 per day commencing November 9, 2023 and the m the amount of the fine will continue to accrue each day thereafter until the property is in compliance with the amount of the fine has reached the sum of \$25,000.

DISPOSITION: Noting the absence of the respondent Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$250.00** dollars per day will go into effect **November 9, 2023** and continue to accrue each day thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$15,000.00** dollars.

CASE # 44 - SMG 10-23-252 - Carol V Dilligard Est is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Arthur St (Parcel # 5238-18-02-0220). Violation(s) – Abutment area is overgrown with trash and debris, fence-line is overgrown with weeds. First Notified – 8/29/2023.

No Respondent

Mr. Vukelja, anyone here for the respondent not seeing a respondent would say the city.

Inspector Bostwick All right, since the last hearing, I was able to get in touch with the owner's son., progress was made. I would like to amend to the next cut off **Mr. Vukelja**, based upon the testimony of our inspector, I'm going to amend our current order of Non-compliance's to January 3, 2024 to come into compliance or be returned to the special magistrate for consideration of a fine of up to \$1000 per day Thereafter.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 3, 2024** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

CASE # 45 - SMG 10-23-253 - Verona V LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4) City Code Ch. 78 Sec. 78-112, at Marco St (Parcel # 533985000150). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 8/14/2023.

No Respondent

Mr. Vukelja, anyone here for the respondent not seeing a respondent would say the city.

Inspector Bostwick All right, since the last hearing, no contact or progress has been made, staff request a fine of \$250 a day with a max of \$15,000. **Mr. Vukelja**, based upon our inspector's testimony, I'm fining the respondent the sum of \$250 per day commencing November 9, 2023.

And the amount of the fine will continue to accrue until the property is in compliance with the amount of the fine has reached the sum of \$15,000.

DISPOSITION: Noting the absence of the respondent Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$250.00** dollars per day will go into effect **November 9, 2023** and continue to accrue each day thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$15,000.00** dollars.

CASE # 46 - SMG 09-23-215 - RE Equity Investment Group LLC & JJ Equity LLC is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.4, 302.7, 304.1, 304.1.1, 304.5, 304.6, 304.13, 304.18, 305.1.1, 308.1), at 736 S Beach St. Violation(s) – Unmaintained landscaping, failure to repair broken windows, failure to maintain exterior walls, failure to repair damaged walls, failure to repaint, failure to repair exposed electrical wires, failure to repair all damaged exterior, failure to remove trash and debris, failure to repair damaged fence. First Notified – 7/7/2023.

No Respondent

Mr. Vukelja is there anyone here for the respondent not seeing a respondent would say the city. **Inspector Jean-Baptiste** inspector Jean Battiste since last hearing, I've had contact with the property owners. property is not, you could see in the pictures. It is an active construction site and as such, staff recommend the January cut off for a progress report to see where we are.

Mr. Vukelja, all right, I lost you at the end of January cut off? **Inspector Jean-Baptiste** for compliance. I'm sorry to amend to the January cut off not to just amend it, for compliance Or, progress report, progress report. Yes, sorry. **Mr. Jackson** so we have an existing compliance date. **Mr. Vukelja**, we have an existing compliance date November 14, no, it's continued for a progress report. **Mr. Vukelja**, So, I don't see where we have ordered them to come into compliance. **Inspector Jean-Baptiste** I just confused everybody. So, yeah, so we're just going to January cut off, just amending it for another progress report. **Mr. Vukelja**, I guess we're talking apples and oranges here. We don't have a compliance date that I can see. Right. So, we can continue it till January 9th. All right. I'm going to continue this matter to our January 9, 2024 meeting for another progress report and determination of a compliance date.

DISPOSITION: Continue to the **January 9, 2024** hearing for a progress report and determination of a compliance date.

CASE # 47 - SMG 04-23-103 - David Clarke is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.5, 304.6), at 37 S Peninsula Dr. Violation(s) – Failure to repair damage concrete, failure to repair damaged retaining wall. First Notified – 2/2/2023.

David Clarke sworn in

Mr. Vukelja, Anyone here for the respondent lucky guy. Ok. Progress report.

Inspector Jean-Baptiste

Mr. Vukelja, Ok. Progress report. **David Clarke** waiting on approvals from the city, for those walls. What's being replaced for historic redevelopment grants for permitting? **Mr. Vukelja**, So, how many different agencies are you waiting to hear from? **David Clarke**, all of them the City of Daytona Beach **Mr. Vukelja**, do you have any clue as to when you can expect a response from these eight different groups? **David Clarke** That was three. But no, I don't, I have no clue. **Mr. Vukelja**, All right. Well, I guess we'll continue this to our January 9th meeting. Progress report

and determine a compliance date. So, who exactly are you waiting to hear from **David Clarke** applications have been submitted to the redevelopment department here in room 240 for their approval after that. Then it can go to redevelopment. **Mr. Vukelja**, All right. Who else? **David Clarke** Then it can go. I don't know the process. The contractors submitted everything. I paid a deposit, trying to move forward. I know he's trying to work with the city to get the city to repair my front wall, which is, well, the city's wall and have it done all at once. So, it'll match. That's, being as far as I know discussed. It was determined at my cost with the survey that the front wall is, the city's, the side wall is mine. **Mr. Vukelja**, ten four **David Clarke** there's no variance in, distance from the sidewalk that was installed. **Mr. Vukelja**, well, I guess all we can do is assume you'll know something by January 9th. All right. So, we'll continue this matter to our January 9th meeting for another progress report to determine a compliance state. Hopefully you'll hear from somebody by then. Good luck.

DISPOSITION: Continue to the **January 9, 2024** hearing for a progress report and to establish a compliance date.

LR-1

SMG 04-19-81 - Harold W Hunter, Jr & Lisa Hunter Davis 803 Madison (William Panora), is cited for failure to correct violations of The Land Development Code, City Code Ch. 26 Sec. 26-294, Violation(s) – Failure to obtain Rental License (RTL). First Notified – 12/18/2018. Order Imposing Fine/Lien effective June 18, 2019. \$100.00 a day to a maximum of \$15,000.00 Compliance = November 1, 2023 plus \$24.00 recording fees = \$15,024.00

Mr. Vukelja, All right. First off, any chance we've got a resolution of this one.

Supervisor Mark Jones No.

William Panora sworn in and handed Mr. Vukelja a rewritten request.

Mr. Vukelja Yeah. Ok. So, what are we dealing with lien review one and lien review two? And what is the city looking for payment in full? **Supervisor Mark Jones** Yes, sir. **Mr. Vukelja**, are we in agreement that this gentleman was not the culprit responsible for the liens to begin with?

Supervisor Mark Jones Yes, sir. **Mr. Vukelja**, when did you buy the property? **William Panora** 2022 at towards the end of 2022 and I started remodeling in 2023 and I just finished. Basically, I just finished. **Mr. Vukelja**, right. Ok. I see some pretty pictures. Looks like the place has been fixed up. I guess. What I'm curious about is why the city wants \$30,000 in liens for POS property that this guy walked in, bought, and rehabbed. just out of curiosity, anybody got an explanation for that one. other than exasperation frustration. **Supervisor Mark Jones** Well, the original case as even shown on the photos started back in 2014 was presented and a lien was attached in 2018. The property was again noticed it just came into compliance after what he has done through the remodel. Yeah, what this guy has done for the remodel. **Mr. Vukelja**, and the city is expecting somebody who comes in and rehabs a distraught property to pay liens and fines in full.

Supervisor Mark Jones Yes, sir. They were those liens were on file when the investor purchased the property. **Mr. Vukelja**, this is true. This is true, **Manager Sykes** Mr. Vukelja, also we did attempt to negotiate, and um come to an agreement with um the respondent uh which was to reduce it down to \$3500 for each case, 3500.and we took several things into consideration. The fact that it had sat so long in that neighborhood, the fact that he sat on it for a year and a half before he started working on it. And so, we took everything into consideration. So, we did try to come to a resolve, and that was at \$3500. **Mr. Vukelja**, So Mr. City Attorney, what are the criteria I'm supposed to take into consideration when it's been a while since I looked at it when considering a lien review? Ok. What am I supposed to be thinking about when it comes time to?

Mr. Jackson Lien Reviews are purely discretionary and there's no real criteria. There's a criteria

for assessing fines and that criteria is to look at the gravity of the violation of the efforts of the person to comply and, and the history of the property. **Mr. Vukelja**, I don't have any problem with the fines or the imposition of the lien? I guess it's the criteria if any to be taken into consideration when somebody asks for relief? **Mr. Jackson** Yeah, there's no real fixed criteria. It's just the reasonableness of the request and the willingness of the magistrate, understanding the circumstances that are being raised. I think the position of the city as I'm hearing it is standards, that the, the lien was there. And we tend to presume someone got the benefit of the bargain in buying a property under lien. but at the same time, we were more than willing to negotiate, I guess negotiations didn't work. And so, they've taken a position, or the city has taken a position that pretty much leaving it in your hands. Recognizing that, we believe that some portion, if not all of the, lien should be paid. I think the main issue for the city is that it did sit for a long time, and it did impact the community for the period that it did and we, and it's, it does look nice and appreciate that it was done. But even in, the new purchase, it, it took a while before it wasn't the circumstance where it instantaneously or immediately brought into compliance and looking nice. **Mr. Vukelja**, Ok. All right. First off, the fines were legitimate, the lien was legitimate, no doubt about that. And the persons that they were entered into would be getting no relief whatsoever. Now, we have a new purchaser who apparently has rehabbed the property, and it would appear has done a nice job in doing so that having been said this property was bought as a distressed property. So that was known from the Get-go. All right, I'm going to reduce each of these liens down to 10% of the face amount of the liens. That's \$1500 per lien. That's a total of \$3000 that's subject to being paid within 30 days. If it's not paid within 30 days, the liens stay the way they are right now. I basically reduced the liens by 90% in consideration of the effort. And the investment you made in the property. So, keep that in mind going forward. The city, of course, still has expenses as a result of this property. So as far as I'm concerned, that's a penalty that's manageable by you because you bought it knowing it was a distressed property to begin with. So, I hope everyone is reasonably satisfied. So, I will reduce each of these liens to the amount of \$1500 subject to being paid within 30 days. 10-4, good luck. **William Panora**, I agree. Thank you, Majesty.

DISPOSITION: Reduced to \$1500.00 payable in 30 days or the fine reverts to the original amount.

LR-2

CEB 08-14-90 - Harold W. Hunter, Jr. & Lisa Hunter Davis 803 Madison Avenue (William Panora) is cited for failure to correct violations of The Land Development Code, Art. 8 Sec. 2.7; Art. 18 Sec. 7.3; Art. 19 Sec. 1.1 (Ref. FBC Supp IPMC 304.2, 304.14, 304.7, 302.7, 304.6); City Ordinance 90-297, Violation(s) – Parking in yard; outside storage; peeling paint; dilapidated/missing screens, dilapidated roof, dilapidated accessory structure (detached structure), exterior surfaces, No valid business tax receipt (BTR) First Notified – 6/2/2014. Order Imposing Fine/Lien effective December 11, 2014. \$100.00 a day to a maximum of \$15,000.00 Compliance = November 2, 2023 plus \$24.00 recording fees = \$15,024.00

DISPOSITION: Reduced to \$1500.00 payable in 30 days or the fine reverts to the original amount.

Mr. Vukelja Called lien review 3 and Mr. Jackson requested to pass it and come back to it at the end.

LR -4

CEB 09-21-281 - Willetta Harmon - 836 Berkshire Rd is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.7, 304.7, 305.6, 604.3), Violation(s) – Overgrown landscaping, exposed electrical wires, dilapidated exterior doors, dilapidated fascia board and soffit, damaged exterior wall. First Notified – 6/30/2021 Order Imposing Fine/Lien effective November 11, 2021. \$300.00 a day. Compliance = October 5, 2023. \$300.00 x 50 days = \$15,000.00, plus \$24.00 recording costs = \$15,024.00

Mr. Vukelja, called Lien Review number four, Willetta Harmon. 836 Berkshire Road. Yes, ma'am. If you would please state your name and be sworn. What's your name? **Myra Panora** sworn in. Myra Panora, I bought this property in September 27. Discussion on the previous owner's name being on the agenda. **Mr. Vukelja** asked if there have been any negotiations between the parties on this one? **Inspector Butler** Yes. Inspector butler credentials on file with the city of Daytona Beach. We've previously met with Ms. Myra, who's the representative, owns Rose investment LLC. And the city agreed to reduce the fine from \$15,243 to the sum of \$2,500 for administrative fees. **Mr. Vukelja** And was that agreed to? **Myra Panora** Yes. **Mr. Vukelja** All right. My understanding, we have an agreement to reduce this fine to the sum of \$2500. **Myra Panora**, Ok. **Mr. Vukelja**, Ok. All right, then I will, I'm going to go ahead and approve the agreement between the parties, and we'll reduce the amount of the lien and the fine from the, what was the amount you gave me? \$15,243 to the sum of \$2500 that is subject to being paid within 30 days. If it's not paid within 30 days, then the fine stays just the way it is. Ok. All right. Is that all we need on that one? **Myra Panora**, Ok. Clear. After I pay that correct, the lien is going to be clear after I pay that correct **Mr. Vukelja** upon payment of that, you'll be getting a cancellation of the lien to be recorded. **Myra Panora**, Ok. **Mr. Vukelja** Very good. Ok. All right. Did I over speak or is that what you do? All right, I guess you'll be hearing from the city for satisfaction. Ok. Upon payment, you're going to be getting a, do you record it, or they record it? Mrs. Reno No, we record it upon payment. **Mr. Vukelja** They will record a satisfaction of the lien and you'll be getting a copy of it. **Myra Panora**, Ok. thank you. **Mr. Vukelja**, You're welcome. Have a good day.
All right.

DISPOSITION: Reduced to \$2500.00 payable in 30 days or the fine reverts to the original amount.

LR- 5

CEB 02-22-55 - Lisa Davis Hunter & Harold W Hunter Jr. - 639 Vera St is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.3, 304.2), Violation(s) – Overgrowth, outside storage, deteriorated wall, dirt & grime, damaged walkway, exposed framing. First Notified – 8/21/2020 Order Imposing Fine/Lien effective March 10, 2022. \$100.00 a day. Compliance = June 28, 2023. \$100.00 x 150 days = \$15,000.00, plus \$24.00 recording costs = \$15,024.00

Fredy Aucaquizhpi sworn in

Inspector Garcia Credential was on fire with the city and the staff discussed the case with the owner and came to the agreement that we, recommended a reduction from, uh, the amount, the fine amount from \$15,024 to \$5000. So, would you agree to? Yes, I did. **Mr. Aucaquizhpi** But I was pretty much told that it may not be less than that, but it may not be less than that. same situation that before the property was bought last year by the end of last year and is up to

compliance at this moment. \$ 15,000 is what it was, was owed. And, if there's anything they can do better, I really appreciate that. **Mr. Vukelja**, how much money did you put into this property? **Mr. Aucaquizhpi** Close to \$40,000? **Mr. Vukelja**, Close to what now? \$40,000 how's the property looking now? **Inspector Garcia** in compliance. **Mr. Vukelja**, I understand that. How does it look? **Inspector Garcia** Well, the inside looks, I I've only seen pictures, I didn't start this case, but I only seen pictures from the original and it looks 100% better in the inside than the out. **Mr. Vukelja**, all right, I'll reduce the fine and the lean to this. Is that the way the exterior looks now? **Inspector Garcia** No, that was the original. This is how it looks like now that used to be the outside before. **Mr. Vukelja** I'll go ahead and reduce it to the sum of \$3500 bucks. **Mr. Aucaquizhpi** That's fine. I appreciate it. **Mr. Vukelja** Yeah, you better appreciate that. \$3500 bucks because you asked. Ok, subject, you're being paid within 30 days, and it does look a lot nicer, and I thank you for that. If no one else has. Good luck. Thank you, you'll be in touch with these folks. They'll give you a satisfaction of the judgment upon payment. If it's not paid within the 30 days, then it stays where it's at. **Mr. Aucaquizhpi** It will be ok. **Mr. Vukelja** Very good. Good luck to you.

DISPOSITION: Reduced to \$3500.00 payable in 30 days or the fine reverts to the original amount.

LR- 6

CEB 09-19-181 - Kishor & Kavita Bupathi - 848 School St. is cited for failure to correct violations of City Code Ch. 90 Sec. 90-297; City Code Ch. 26 Sec. 26-294, Violation(s) – Failure to obtain Business Tax Receipt (BTR), failure to obtain Rental License (RTL). First Notified – 5/22/2019 Order Imposing Fine/Lien effective October 10, 2019. \$100.00 a day. Compliance = October 31, 2023 2023. \$100.00 x 150 days = \$15,000.00, plus \$24.00 recording costs = \$15,024.00

Kishor & Kavita Bupathi sworn in
Inspector Recanzone

DISPOSITION: Reduced to \$7500.00 payable in 30 days or the fine reverts back to the original amount.

CEB 11-19-272 - Kishor & Kavita Bupathi - 848 School St. is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 605.3, 704.2, 602.5, 603.1), Violation(s) – Luminaires, smoke alarms, heating facilities, mechanical appliances (oven does not work). First Notified – 5/21/2019 Order Imposing Fine/Lien effective December 12, 2019. \$100.00 a day. Compliance = October 31, 2023 2023. \$100.00 x 150 days = \$15,000.00, plus \$24.00 recording costs = \$15,024.00

Kishor Bupathi sworn in
Inspector Recanzone

Mr. Vukelja, I have two liens, both of them for 848 School Street one for \$15,024. And it appears as though I have another one for \$15,024. Is that correct? **Inspector Recanzone** Yes, sir. **Mr. Vukelja**, have there been any negotiations between the parties? **Inspector Recanzone** No sir. No negotiations. No sir. This was supposed to be a code lien review that's been moved over to the magistrate that happened. **Mr. Jackson** Let me clarify Mr. Vukelja. It's, not that it was supposed to be. No, they were on the agenda for the code enforcement board. They had; they did not have a quorum to be able to hear these at the earlier this week. And so, it's just a couple of them, three, I think three of them were, were brought over and so they, they typically would not have had the pre meeting with the code enforcement board.

Mr. Vukelja, ok, Mr. Bhupathi, what is the basis for your request? **Mr. Bhupathi**, Honorable magistrate. I submitted my hardship letter. Could you please take a moment to review? **Mr. Vukelja** was open. Yeah. All right. Do you still own this property? **Mr. Bhupathi**, oh, I, put it for sale. **Mr. Vukelja**, yes. Ok. Is it sold or do you still own it? **Mr. Bhupathi** How long are you owning this property? **Inspector Recanzone** He still owns the property, still owns the property. And he was the property owner from the original violations in 2019. And the violations were in non-compliance all the way up to October 31st of this, of this year. And, we had tenant complaints all the way up to May of this year. When they asked for a lien review back in August, the property, the picture that's on the screen right now is what the property looked like when they asked for the lien review in August. And I told them they had to do all the repairs before the lien review could happen. So, I by August, it was still under, it was not a complete and into, October 31st. Now on October 31st, they've redone everything inside and they've redone everything outside. But that's why we, the city, are not requesting any reduction. **Mr. Vukelja**, the city is not requesting any reduction because of what **Inspector Recanzone** because they've been in noncompliance from 2019 to all the way up to October of this year. **Mr. Vukelja**, we also describe some significant amount of work that was done was a significant amount of work done. **Inspector Recanzone** they had to replace the roof. There were issues inside smoke detectors, screens, there was a damaged stove and light fixtures, and the outside yard was overgrown. **Mr. Vukelja**, is that the same house that we're looking at here? **Inspector Recanzone** Yes, it is. **Mr. Bhupathi** Yes, it's paint and a new roof. Everything is now a lot of done. Everything is in compliance Now. **Mr. Vukelja**, so what is the basis for the relief you're looking for? What is yours, why didn't you get it all done? Like you were supposed to **Mr. Bhupathi** magistrate, this was managed by the property management company, and I had a very difficult tenant and they did not even pay the rent several months. And finally, we have to evict, and I lost my job and COVID and hurricane affected all those things. And finally, I put it up for sale because I could not afford it. And I'm requesting for the prediction because, I had a very difficult payment and they did not even let any repair. I give my hardship description for your consideration. I wrote it down. Please take five minutes. Thank you.

Mr. Vukelja, Ok. I'm looking at the notice of violation luminaries, smoke alarms, heating facilities mechanical appliances. **Inspector Recanzone** luminaries would be the lights, the mechanical appliances would be the stove, the smoke detectors. **Mr. Vukelja**, what was the other one? You said heating facilities and mechanical appliances? **Inspector Recanzone** The house didn't have heat at that time, **Mr. Jackson** and the minute suggest that he never appeared. **Mr. Bhupathi** Yeah, we did repair. Actually, Oscar Martinez is our contractor. He repaired it but there are some were not addressed. My property manager said he would take care of it. He never takes it. I put my email communication attached to for your reference and also, I put the repair bill also what I paid to Oscar Martinez, the contractor also because most of them are addressed. But uh the final inspection, there are very minor ones but later did not coordinate my property manager with the code inspector. Then it continued and I had a very difficult big, large family tenant and they never allowed anybody to go in. And finally, they were not even paying the rent and we had to evict them. **Mr. Vukelja**, I mean, the only excuse I'm seeing is that you had a property management company that you're saying didn't do a good job. Is that, is that your explanation? **Mr. Bhupathi** No that is not my explanation. I am just saying one of the reasons, but I am working with the tenant. Also, the tenant was not allowing anybody to go in to fix or repair or maintenance. Also, and also actually I did repair. I put the repair bill also to for your consideration to look into that. It's not like we did not address, I uploaded my repair and email communication and also my hardship description. Also, did your honorable magistrate, did you get a chance to look at my hardship, please? I can read out otherwise **Inspector Recanzone** there was a tenant complaint in 2019 where the liens were placed and then there was a new tenant complaint by a new tenant

in 2023 in May. **Mr. Vukelja**, who is Oscar Martinez? **Mr. Bhupathi** Oscar Martinez is the contractor who repaid the citations by the code enforcement office **Mr. Vukelja**, and you paid him to do some work in 2019. **Mr. Bhupathi** Yes, I did. **Mr. Vukelja**, Who's Roderick Keynes? **Mr. Bhupathi**, What is that sir? **Mr. Vukelja**, who is Roderick Hanes? **Mr. Bhupathi**, I sorry, I did not follow **Mr. Vukelja** on October 3 of 2019. You sent an email to Roderick Haines? **Mr. Bhupathi** Oh, those are, those are my property managers that constantly communicate with. I took the I told them the significance of the citation. I told them to take it seriously and but apparently, they did not, but I was coordinating with the contractor to make it repair and everything. I'm in New Jersey and I request you to look at my description of the hardship, please. **Mr. Vukelja**, and it would, it appears to me as though you didn't appear at any of the hearings right before the fines were imposed. **Mr. Bhupathi**, So, I mean, did you get a chance to look at my hardship description of his uh magistrate. I provided description of my hardship. OK. And so, if there is uploaded, I uploaded the document to Brenda with the same emails, attachment and Oscar Martin, no report. And my hardship, what I was trying to request you is I'm a clinical scientist living in New Jersey, and this was my investment property and the property management simply communicated with them. the seriousness of the code enforcement apparently, they did, but they did not take it seriously when I hired the contractor and got it repaid. **Mr. Vukelja**, you hired the contractor after an order was already entered imposing the fine. you paid the contractor in December of 2019. The order imposing the fine was dated October of 2019. So, you didn't hire the contractor until after you were already fined. **Mr. Bhupathi**, now everything is actually I put for sale, and everything is paid, everything in compliance. But when the tenant was there, they were not even paying the rent and they were not allowing anybody to get in. Also. That was a very difficult thing. And finally, I don't have a job. So, I put for sale also on this property **Mr. Vukelja** do we even have a notice of compliance. **Inspector Recanzone** It will be October 31st of this year. **Mr. Vukelja** And how did that come about? **Inspector Recanzone** I brought the property into claims by doing an inspection of the inside and outside of the property. **Mr. Vukelja**, I assume that's because he had filed a lien review request. **Inspector Recanzone** Yes, sir. **Mr. Vukelja**, So, in addition to that, he never notified anybody to come do an inspection. **Inspector Recanzone** Correct. He asked me to do a lien review in August and the property was still in non-compliance and I have pictures of the outside of the property where the roof was still damaged at that time. That picture there. **Mr. Jackson**, That's August of 2023. **Inspector Recanzone** Yes, sir. **Mr. Vukelja**, Ok. Can you do me a favor and look at his? Ok. I've got a bill from Oscar Martinez for \$5500 bucks. Have you seen this? I was just wondering if this covers what he was supposed to do or not because if it did, then it looks like it was probably done around December of 2019. This is what, when was the work finally done? **Mr. Bhupathi**. When was the work done? That was supposed to be done? **Mr. Bhupathi** Yeah, it was, it was supposed to be done in, 2020 I guess 2019. Repair was done 2020 supposed to be reinspected or whatnot. And the tenant, was difficult tenant at that time to get it in also. They have a large family. So, I had a very rough time with that person. He was not even paying the rent also. **Mr. Vukelja**, Ok. Well, I can see you writing to somebody on October 3 of 2019 telling him to take care of this. There's a hearing on October 10th 2019, nobody showed up. There's an order entered October 19 2019 imposing the fine whenever it was done. Nobody ever called for an inspection. So, we don't have a notice of compliance in this file until recently. And that was only because you asked for a review of the fine. **Mr. Bhupathi** and I put for sale for my hardship because **Inspector Recanzone** on that bill, it doesn't show a replacement uh repairs for heat and it doesn't show the repairs for the uh stove, which was part of my violation. And the property came up with the same type of issues in May in the May case of 2023 with the new tenant that case hasn't gone to a magistrate yet. That case was just put into compliance. They got their first certified mail in in May. **Mr. Vukelja**, I mean, I've got a bill to him from Oscar Martinez who he tells me was a contractor dated December 6th 2019.

Clean all garbage and debris from property cut and trim grass, remove old water heater and install a new water heater, paint, the entire unit, all walls and ceiling refurbished refrigerator, refurbished stove, missing closet doors, three closet doors, missing repair, damaged closet sliding doors, repair damaged drywall, two new toilets, one in each bathroom repair, replace damaged shower water valve, new window blinds and vertical blinds. Where needed new screen door, front door, entry, damaged screen door, glass in the living room with a bullet hole, clean the entire unit, leave rent ready. Replace all damaged light fixtures, ceiling fans. I don't know what that tells you.

Inspector Recanzone Yeah. So, one of the liens was for not having a rental license. They never got the rental license for the property. They had a tenant then and they had a tenant this year.

Mr. Vukelja, Oh, there's no doubt there's violations all over the place. I'm having a little trouble understanding what his extenuating circumstances are. Ok. And what does the city propose?

Inspector Recanzone Ok. With the bill, we can do a reduction on the one lien, saying that he did repairs for the code line, but, keeping the entire rental intact. Ok.

Mr. Vukelja, All right. Well, I got to be perfectly honest. I've yet to hear you articulate a plausible explanation for the delay that was involved here. Other than the fact that you're an absentee owner and you had a property manager that didn't do what you said for the sake of getting this done. I'll reduce each of the liens. To the sum of \$7500 for the sake of getting them done. That's subject to being paid within 30 days. So, I'll knock it down from 30,000 down to 15. That's about as much as I can do with what I've seen here in this record as far as the effort that was put forth during the course of these cases.

Mr. Bhupathi Honestly. honorable magistrate. Could you please? I don't have a job even from 2021 April and I put every sincere effort towards this. You can see that my tenant was, and I got evicted even from last March, I don't have a tenant. I am not even don't have a rental license. Pardon?

Mr. Vukelja, I don't know anything about your tenant because you never showed up at any of the hearings to explain any of your circumstances. Your property manager misguided what your tenant did or didn't do.

Mr. Bhupathi property manager misguided me that he is representing he's attending. That is what happened. I am the victim of that. That is the only reason otherwise I could attend like this even today. Last week. Also, I joined today. Also, I joined the property management was scheduled, I showed you two emails also copies. Finally, please consider **Mr. Vukelja**, I see correspondence from you to your property manager talking about how important this is. And then at the hearing, nobody shows up **Mr. Bhupathi** and he said he's going to go there. But I didn't know that (inaudible).

Mr. Vukelja, well, all right, in any event, lien review six 848 School Street, the total amount of the lien appears to be \$30,048. I'll reduce that to the sum of \$15,000 is subject to being paid within 30 days or. Well, it's \$7500 per violation if that matters. But in any event, I'm reducing the lien from \$30,000 in change to \$15,000 subject to being paid within 30 days. Ok, good luck to you.

DISPOSITION: Reduced to \$7500.00 payable in 30 days or the fine reverts back to the original amount.

Mr. Vukelja Is there anything left to be done? **Manager Sykes** yes, we are requesting you to call back inspector Butler's lien review, which is.

Mr. Jackson lien review number four, the one with Myra was on, oh, there she goes right there. It appears that there was already an, the agreement was misstated, and it was actually less than what we asked for. So, we just wanted to correct it. She reminded our inspector of that. The request was made for \$2500. I mean, it expressed that the agreement was for \$2500, whereas my understanding is, the agreement should have been **Inspector Butler** for \$2000 and that was on me.

Mr. Vukelja with my hair on fire and egg on my face. I just want to make sure. **Inspector Butler** I take full responsibility for that is for \$2000.

Mr. Vukelja, I hope the other gentleman's already left the building. The poor guy that was unhappy about the \$3500. Well, let's hope Elvis

left the building. Ok. Apparently, we're going to correct that the amount of the fine to be paid is \$2000. Not \$2500 still subject to being paid within 30 days. I said that correctly. Now, that's correct. There you go. Myra Panora Ok, thank you. You're welcome.

LR-3

CEB 12-09-232 - John S. Wetherald (Kenneth C Gonzalez) 704 Verdell Street. is cited for failure to correct violations of The Land Development Code, Art. 19 Sec. 1.1 (ref. FBC Supp. IPMC 304.2, 304.4, 304.6, 304.7, 304.13, 304.14, 304.15, 305.1, 305.2, and 305.3), Violation(s) – Fire damage - Secure building to City standards and building not occupied until repairs, Violations include the following protective treatment, exterior structural members, exterior walls, roofs and drainage, window, skylight and door frames, insect screens, doors, interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition, interior structure members, interior surfaces. First Notified – 8/18/2009. Order Imposing Fine/Lien effective May 13, 2010. \$100.00 a day to a maximum of \$10,000.00 Compliance = October 25, 2023 plus \$22.00 recording fees = \$10,022.00

Mr. Jackson The staff had discussed this with the respondent and they, well, just out of abundance of caution, they believe there may have been an error in making this an administrative waiver. They ultimately did a waiver, but they want to bring it before the magistrate and get the approval of waiving the lien. And so that's the request. the reason was waived. It was from 2009 things, and I'll have to have the inspector explain the rest. **Mr. Vukelja** That's what you all want done. It's your money. I don't care. Just tell me what you want me to do it. Mr. Jackson Yes. Ok. All right. Then based upon the, uh, the city's request with regard to CEB12-09-232 I will order that the fine in the amount of \$10,022 be waived and canceled, canceled, and waived or all the above. Mr. Jackson Yeah, I think, or released, I think you've already completed or actually filed a release.

DISPOSITION: Based on the testimony presented the Special Magistrate ruled and accepted request to waive and release the lien.

6. **Adjournment:** 1:30 pm