
City of Daytona Beach Special Magistrate

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

David A. Vukelja, Special Magistrate

February 14, 2024 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

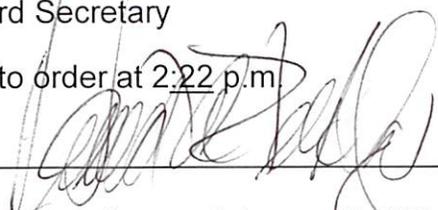
Mr. Kevin Yates, Code Inspector

Mr. Joe Graves, Audio/Video

Mr. Xavier Campbell, audio/Video

Ms. Kimberly Reno, Board Secretary

The meeting was called to order at 2:22 p.m.

Approval of Minutes by:  _____ Special Magistrate

Mr. Vukelja addressed a matter reference February 13, 2024 hearing on the Bike week Appeals Agenda. Case number 2 and called representative for Made in the Shade.

Mr. Vukelja asked if there were any announcements.

Erik Nordstrom sworn in

Mr. Vukelja reviewed some of the facts from yesterday's proceedings and then suggested letting the city Attorney Mr. Jackson speak.

Mr. Jackson stated this is pretty much a continuance of yesterday's special magistrate hearings for the master plan for those people who had been denied and recalled that there were four cases that were considered and because of their denial the only way that they could participate they had a right to an appeal and to come before the special magistrate and seek that participation. Each had the similar situation in that it was based on incomplete documentation for the most part. Ms. Askew pointed out that he is different, so Ms. Askew will express that. But in any sense at this stage, they have remedied their deficiencies so even with their remedy it would still be the magistrate's determination of whether or not there able to participate and that would be based upon whether it's the fault of the applicant or the fault of the city. Explained the process and reasons why he was brought back today. **Mr. Vukelja** reviewed the case. **Ms. Askew** advised that for this case it was not the applicants fault he turned in his paperwork to the chamber, they failed to get that information over to the city prior to the meeting, he was not at the public meeting to realize they had not provided the city the information so that's how he ended up with the denial. He had already turned it in, so it was not his fault that he was denied it was between the city and the chamber that the documents he turned in were misplaced at some point and never forwarded over for them to be able to have it on the agenda for the city commission to know that he had complied. Mr. Jackson advised she needed to announce her name and position **Rose Askew** project manager with the City of Daytona Beach. **Mr. Vukelja** advised it looks like we've resolved the fault issue, and he should thank this young lady for being gracious enough to follow through on this. **Mr. Nordstrom**, He does, and he thanked her. **Mr. Vukelja** appeals granted he gets to participate.

Mrs. Reno swore in the staff members testifying.

Called case #2

CASE # 1 - SMG 01-24-26 - Daytona Beach Resort II LLC is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.d; Art. 6 Sec 6.19.A.3; Art. 6 Sec 6.19.A.4; Art. 3 Sec. 3.4.S.1; Art. 6 Sec. 6.8.G; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.4, 302.7, 303.2, 304.1, 304.10), at 2700 N Atlantic Ave. Violation(s) – Hazardous falling beach retainer wall, dilapidated concrete deck beach access, hazardous exposed rebar, bolts & twisted railings, all landscape overgrown, missing railings around pools, unsecure hazardous beach access to falling concrete retainer wall, dilapidated concrete retainer wall, dilapidated beach entry, unsecure access under concrete slab, public access to damaged empty pools and surrounding eroded pool deck, unsecured access to uncovered water vault, permits required. First Notified – 10/31/2023.

Mr. Vukelja called for anyone on behalf of the respondent.

Chris West Corporate representative of the respondent and they are represented by **Attorney Tina Garcia** who is joining on zoom. **Mr. Vukelja**, counselor, does your client agree this violation existed or occurred as stated in the notice of Violation? **Ms. Garcia** advised they, dispute liability. **Ms. Reno** made an announcement for the correction of the action to be taken. It should be in the imposition of a fine, they were found in non-compliance at the last hearing. **Ms. Garcia** advised that was not correct, actually the previous hearing was continued to today for a special set hearing. **Mr. Vukelja** asked if we took evidence prior to making the determination on the imposition of a fine or did we solicit a stipulation? **Ms. Garcia** advised it was cut short if she recalled correctly, and they were not allowed a full opportunity to put on their defense because the matter was taking a very long time and was hotly contested some of the residents had testified, her client did not get a chance to put on its full evidence and it was continued until today. **Mr. Vukelja** asked what the secretary was saying. **Mrs. Reno** read part of the minutes as they were written at the end as far as the disposition. **Mr. Vukelja** asked can anybody help him, did they make that determination following an evidentiary hearing was it pursuant to a stipulation, does anyone have a recollection. **Leanne Wagner** testified she represents the condo association and is an interested party but not the respondent and she stated she agreed with **Ms. Garcia** the respondent did not have an opportunity to really present any evidence, but he was speaking with the code enforcement as to timing of obtaining a permit possibly installing trap bags things of that nature. **Mr. Vukelja** advised when in doubt he hears it all, so we'll assume there is no determination of compliance or non-compliance so lets hear from the inspector. **Inspector Alderman** testified to the status of the case. Advised this is a complaint driven case for hazard, falling beach retainer walls, dilapidated concrete, deck, beach access, hazardous exposed rebar, bolts, and twisted railings, landscape overgrown, missing railings around empty pool unsecure, unsecure hazardous beach access to falling concrete retainer wall and dilapidated concrete beach access, unsecure access under the concrete slab public access to damage empty pools and surrounding eroding pool deck and unsecured access to uncovered water vault. Requested compliance next cut off. **Mr. Vukelja** stated he is looking at some photographs of a destroyed property, is there any dispute that it's in non-compliance? **Ms. Garcia** advised that the dispute is to responsibility as to compliance. **Mr. Vukelja** advised that's a different question, is there any dispute over the fact that the property is in non-compliance? **Ms. Garcia** referred to her clients who where present to speak to the items that they have undergone to come into compliance. **Mr. Vukelja** stated that's a different question too. **Ms. Garcia** responded that they don't dispute that the property was destroyed and needs to be remediated, their position is that the incorrect party is here, and that the association is an indispensable party and who needs to be included in these proceedings. **Mr. Vukelja** advised that they will get into that, let's go one step at a time, looking over at the association and stating he assumes they are not going to deny that the property is in non-compliance. **Ms. Wagner** advised that at the last hearing he and **Mr. Jackson** both agreed that the responsibility goes with the property and any agreement between the parties as to who takes care of that is separate and apart from these proceedings. **Mr. Vukelja** advised that is usually the case 99% of the time, He is sure somebody's going to educate him as to why it ought to be different today but in any event it doesn't sound as though there's any dispute that the property is in non-compliance because its blown to smithereens, based on the testimony of the inspector and having heard from the respondents representative as well as the condo association representative and most importantly of all having viewed the photographs presented

he found the property in non-compliance. the next question is going to be how long its going to take to come into compliance and then following that they can start talking about who's going to do what when they start representing to the city what the city's expectation should be when it comes to coming into compliance so let him take care of question number two first. Mr. inspector how much time should reasonably b required to come into compliance. **Inspector Alderman** advised the entire area needs an improved safety perimeter installed. **Mr. Vukelja** asked which property this was and if it was across from Bel Aire. **Inspector Alderman** confirmed and advised the initial safety perimeter permit should take about 6 to 8 weeks. There are a lot of other things involved in getting the permit, they did have a DEP permit, but it expired so they do need to reinstate if possible that DEP permit or go to DEP and Volusia County and obtain permits for the entire construction site. Obtain a licensed contractor and engineer have this initial safety perimeter permit within 6 to 8 weeks and install East and West perimeter safety security and install the cyclone fence or other approved material on upper west side and trap bags or other approved barriers on the east side of the beach. **Mr. Vukelja** asked if the secretary could please get a copy of what the inspector was just reading from. He has to familiarize himself with the milestones that he's already mentioned, and he is assuming there will be more to come and would like to have that on paper so he can look at it. **Mr. Vukelja** advised it appears as though this is going to be a long-term project and in his layman's way of saying it, looks like the seawall needs to be replaced there might be any sort of other structural matters to be attended to, he is assuming there's a pool that's been destroyed, he's assuming there's a walkway or perimeter around the pool and so part of the reason he was asking for this (the inspectors reference sheet) is so he could get his hands on the first milestone the city could reasonably anticipate when it comes to mapping out what's going to have to be done to come into compliance because obviously they're not going to be able to tell this respondent to come into compliance by the next cut off which is usually no more than 30 days down the road but they can start mapping out the milestones they expect to be brought into compliance and then he's going to turn to them once they and (He) are educated on what the city's looking at and then they'll take it from there. So, what would the city like to see reasonably withing the next 30 to 60 days. **Inspector Alderman** advised at least an application to the DEP for the permit to work on the beach side which is oddly enough right about the same time this one expired last year, they will need one for the turtle season which is upcoming that's going to be one of first. An engineer has to be brought on board and a licensed contractor that's capable of doing this kind of work is the one that should be obtaining the permit for the safety perimeter products that they're going to be putting on for safety. That includes the beach side as well as the side where the owners own the condos. **Mr. Alderman** advised he doesn't think its unreasonable, at least considering the size of the project to get a contractor that's willing to take it on and obtain the permits to get the security things in place. **Mr. Vukelja** advised life safety is a big deal around here so he is assuming something has to be secured to keep anybody from accessing that area and that's going to be mandatory, what else would he (the inspector) like to see done in the next 60 days and if there are things along the way here that he thinks need to be accelerated please educate him. **Inspector Alderman** advised the only thing he is looking at that really needs to be done initially as quick as possible would be the perimeters of this fence up on the condo level and the trap bags on the ocean. **Mr. Vukelja** advised he knows these respondents are going to want to know what that means so when he's walking down the beach what is this safety perimeter, he is contemplating look like, so everyone here knows what we're talking about. **Inspector Alderman** advised the trap bags are within about 50-60 yards of this particular structure as well just down the beach to the south there's a whole row of them, everybody knows what they're for they're very popular, **Mr. Vukelja** trap bags, what else. **Inspector Alderman** and they can be used they can be walled you can put two rows then another row and get a bigger wall, there's all kind of ways to install them. The Cyclone fencing now that's going to need to be secured to the somewhat unsecure deck that's going to be a little bit tougher, but it still is possible to bolt them in the ground because they still have to withstand storm winds from potential storms that are coming. So that's going to have to be done by permit. **Mr. Vukelja** asked fencing is for what purpose to seal off the North and South sides of this thing? **Inspector Alderman** confirmed this is on the east side. **Mr. Vukelja** stated this is in addition to the trap bags. **Inspector Alderman** confirmed yes. The lower condos are right on the pool deck, they can walk out he thinks its approximately 10 to 15 feet step right into a pool so that wall, that 6ft Cyclone has to go the entire width and so does the trap bags as well. A lot of work going to happen on it and the timing of the turtle process is also going to have to be considered because they are at the same time, they were last month when this expired. **Mr.**

Vukelja how do turtles factor into the safety requirements we need for the humanoids? **Inspector Alderman** They have to be informed and have to be limited by the DEP on what they do along the beachside itself. Discussion on how much work they can utilize and where.

Mr. Vukelja Between the pool and, how much distance is there from the pool, which is assumed to be empty, to the condominium to someone walking out a door, is there fencing expected to be between the condo and the deck itself? **Inspector Alderman** advised that's where the Cyclone fencing goes, it's still on the west side of the pool but on the east side of the building. **Mr. Vukelja** asked, the fencing is going to be on the west side of this damaged area as well? **Mr. Vukelja** talks about perimeter fencing around the whole damaged area and you're talking about these trap bags. **Inspector Alderman** stated yes, the two the North and South sides of the property are pretty well secured based upon property lines, walls are already up. Things are already good there, recommended and addressed in the original permit about 25 ft from the corner of the bearing wall that is breached to the West. **Mr. Vukelja**, how much time should reasonably be required to make these improvements that were just described to him? **Inspector Alderman** advised 6 to 8 weeks. **Mr. Vukelja** requested the cut off dates for 60 days down the road. **Mrs. Reno** provided the next cut off dates as April 3, 2024 and May 1, 2024. **Mr. Vukelja** confirmed the attorney's present are, **Ms. Tina Garcia**, here on behalf of Daytona Beach Resort II LLC. **Mr. West** is the client representative. **Ms. Wagner** is here on behalf of the association. **Mr. Vukelja** advised that they can answer questions individually or collaboratively on the matter. He is hearing from the inspector what is the first thing that needs to be done in this process and he is suggesting that this ought to be done by April 3rd and were talking about it sounds like primarily securing the damaged area, were not even talking about full repairs yet, we haven't gotten that far, first things first. Do either of you have anything to say about the reasonableness of you having that done by April 3rd. **Ms. Garcia** advised she had a couple things to say and then would like to refer to her client for some of the proactive measures that her client's taken already, and he could speak, as to some of the procedures if that's permissible. (granted) **Ms. Garcia** advised you may recall from the previous hearing the association and the developer are involved in a lengthy arbitration that has unfortunately taken way too long and they hope that it is resolved rather quickly. Her client disputes any responsibility for their repairs which they believe are supposed to be born by the association and believe that will be the ultimate result as to the arbitration and specifically portions of the property that are called into question in this case specifically surrounding the pool including the pool bar railings that are referenced, those are owned by the association not by the developer, pursuant to an easement agreement so they believe that the association is a necessary party to these proceedings and should be included as an indispensable party. Also like to note with respect to this on and the subsequent case that is coming, they believe that these code enforcement hearings have been brought forth through surreptitious means and the former treasure of the association **Mr. marque** who you may recall he testified at the earlier hearing, his wife called in and had code enforcement reports reported on this piece of property and she's part of the city government believe that this is an abuse of process and a back end attempt by the association to leverage her client and to settlement in the arbitration trying to force them to incur that are not their responsibility and repair items that they have no obligation to repair through this means to sort of leverage a settlement in the arbitration so they believe that procedurally it is best if all this is stayed minus any life-safety issues which they believe should be implemented quickly because safety is of the utmost importance for all parties involved. But with respect to ultimate responsibility and requirements for compliance they believe that those determinations should be made at a later date. Her client representative is there and they have had some initial engineer reports and inspectors who have come out and looked at the property and come up with a plan indeed the association has already levied assessments to implement these very repairs and they are willing to give them the plans and they can move forward with repairs they simply refused to do so and they have put up fencing in the interim, and she believes he opined as to the usefulness as to the sandbags and she would defer to her client as to the efforts they have taken to mitigate any risk to life and safety and the steps moving forward. She would like to turn it over to him and he could speak a little bit more as to what they have conducted and the steps that they believe are reasonable and what the engineer has to discuss as possibilities for the property. **Harrison Merrill** was previously sworn and advised all of this damage occurred in 2022 from the Hurricanes, a lot of the stuff **Mr. Alderman** just mentioned has already been done. **Mr. Vukelja** asked, "such as"? **Mr. Merrill** advised that they immediately contacted an engineer **CRA John Adams**, had him come out to the property following the loss, came out made recommendations of what they need to do

safety wise to make sure that people cannot access it from the outside to the outside of the building also from the beach to the seawall. That was the first step and they shut down the entrances to the outside, they made a fire lane with fencing so you could go out of the building and still have what the Fire Marchall needed to get outside the building they separated it into two, the south side of the pool deck is where it sustained much more damage, he has a diagram if that would be helpful, (*Mr. Merrill handed Mr. Vukelja a piece of paper*) on the diagram the south side of the pool and the kiddy pool is where the significant damage to the seawall occurred, there's damage to all of it but that where its noticeably damage where its fallen over so they put a fence between the north and south pools. And on the north side Is where you can go outside the building there's fencing to take you to the emergency exit so no one can get to the pool area (North pool side) North pool is fine right now. **Mr. Vukelja** asked if it was usable. **Mr. Merrill** advised that it was not filled but the erosion hasn't come to that pool yet. (damaged not as severe) so there's a fire exit where you can go out there side is where the significant damage occurred where the seawall actually collapsed in several places and that's what they had the engineer inspect look at it, but they put up all the safety fencing for their property they put it along the seawall, and it has fallen down several times. (confirmation that they are discussing the orange safety fencing) that goes up along the beach side so no one can enter in and also on the inside, there is an area as Mr. Alderman mentioned that is the condo property which are the balconies for about 10 units. They do not have control over that area so they put safety fencing and its been taken down to his understanding several times so there is a safety issue currently on the fencing on the part of this whole thing that is owned by the condominium, that's why they got into, it's really an issue of them and the condominium because they own some of the property, they cant put up fencing on their property but all the safety fencing's been put then with the engineer they have had them layout what are the improvements needed to get the seawall back, took about 3 to 4 months to have them come back with that report, went to a general contractor to give them a quote and time frame of what that would be. They packaged all that together and they knew last year they were In trouble with the turtle season, they submitted that to the association he believes in May or June, they had a special assessment of all of the owners, collected the money and then in July decided they're no longer responsible for it, they've owned that building for 32 years and there's been other hurricanes, there's been seawall issues, never has it come up where they're not responsible to fix the seawall through the easement agreement. July it stopped and nothing has been done since that time. They still have the contractor on standby but it's a funding issue at this point, liability and there's been a new arbitration that continues to drag on that hopefully gets resolved quickly. They have everything in place, the contractor the engineer, a lot of the safety measures Mr. Alderman mentioned have been put in place. Anymore that they need to do they are happy to do and get up as soon as possible and they can definitely do that within the sixty days mentioned. Advised, but again it comes down to a funding issue, they collected the assessment and in July for whatever reason they decided they were no longer responsible or wanted to try a different route to shed responsibility. **Mr. Vukelja** questioned why he has two cases and what is the second case.

Ms. Garcia advised the second case refers to a parking garage issue. Which we can discuss if you'd like to get into that one now. **Mr. Jackson** advised we have heard from several voices. Previously the second case was one that had been ongoing from months prior regarding the balcony and the garage. Mr. Vukelja sated the second case and the physical boundaries of the second case are separate and apart from the first case. **Mr. Jackson** confirmed (yes). Mr. Vukelja advised that before he goes any further, we're in agreement the property is in non-compliance. We are in agreement at least as far as the city and the property owner is concerned as to the first task to be attended to most of which have life safety considerations to them and he is hearing a property owner saying they're ready to proceed and he is hearing a property owner saying they are willing to work within the time frame or concur with the time frame suggested by the inspector for these initial matters which was April 3rd. **Ms. Wagner** as council for the association advised that it is shocking to hear that the developer now claims that the association owns any portion of this property because what it does have is easement rights under an easement agreement. That allocates financial responsibility for certain repairs. The reason we remain in protracted arbitration as she understands it is because while the association was willing to advance the funds to pay to repair the seawall it did want an agreement with Mr. Merrill that in the event that the arbitration proceeding ruled that the association was not responsible it would be entitled to be compensated for any moneys advanced. The association has a trap bag permit sitting on Mr. Merrills desk that has not signed for whatever reason, so the association is attempting to do everything it can t o assist in these repairs being made but is being

met with resistance and as far as this being the result of an abusive process or any surreptitious means of seeking code enforcement, you have the pictures in front of you and anyone walking on the beach or going past this property can see the condition. That's an absolutely outrageous claim and they vehemently reject that claim. (applause). Mr. Vukelja asked who owns Daytona Beach Resort (Mr. Merrill) Mr. West advised that isn't exactly correct. **Mr. Vukelja** requested to speak to a counselor. Advised he is hearing easements, hearing this that and what have you. Looks to him like he's getting ready to hear about competing property claims. And is asking because he doesn't even know that we have all the parties listed that perhaps should be listed on this notice of non-compliance so what does Mr. Merrill own? **Mr. West** advised that its portions, the Daytona Beach Resort which Mr. Merrill is a manager of owns portions of the resort and actually it has taken their surveyors quite a bit of time to be able to determine what portions are what and it's a lengthy survey. **Mr. Vukelja** asked for him to translate it into layman's language geographically as far as what he is looking at. Does he own the kiddy pool? **Mr. Merrill** advised they do own the pool deck area. The association owns the balconies that line up against the pool deck area, that is what the condominium, that is where there is no safety fencing from those guests or owners going out into the pool deck. That's what's owned by them. The pool deck is owned by (us) referring to Daytona Beach Resort and there's responsibility to pay for it are all designated out in the easement agreement. **Mr. Vukelja**, easement agreement, ownership easement, apples, and oranges. So, what they are saying is there's only one owner of the property, Mr. Merrill, aside from whatever facilities are actually dedicated to the condominium association. Mr. Merrill answered No, they own if you're looking at building square footage, they own 12% of the building and the other 88% or so is owned by the condominium association. Mr. Vukelja advised that he understands that, so the common elements are still owned by the owner. Mr. Merrill advised the commonly used facilities are owned by them and the balconies are limited to common elements that are owned by the association. Mr. Vukelja asked if the balconies are part of case #1. **Mr. Jackson** advised no that's part of the case two. Discussion to clear up the Balcony mentioned it was stated the condominium portion which is the balconies that come out onto the pool deck where there's access. **Mr. Vukelja** requested to focus on the pool deck which appears to be the subject of case one. Daytona Beach Resort LLC owns the pool deck which includes the pool deck that all obliterated pursuant to the pictures he just looked at. **Mr. Merrill** confirmed, and **Mr. Vukelja** added and so it's the owner's responsibility to come into compliance. **Mr. Merrill** stated Yes sir. **Mr. Vukelja** continued and stated so were in agreement that it'll take 60 days to at least do the preliminary safety matters that have been addressed. He is going to telegraph my punches because he can see a lot of the people in the room want to throw punches here. He is getting ready to rule or order that the owner come into compliance within 60 days with regard to the life safety matters that have already been delineated or be returned to the special magistrate for consideration of a fine of up to \$1,000 per day thereafter. Now either of you can try to explain to him why he shouldn't be doing that. **Mr. Merrill** said that was fine he just wanted to clarify on the pool deck he assume that includes the seawall, the pools and everything shown here in yellow. Because that is. **Mr. Vukelja** advised he is assuming that is correct is that not what we've been talking about? **Mr. West** added that the western portion of the pool deck, which is a safety concern for access, some sort of fencing, that they put fencing along that side. That is the property of the owners of those condos the COA. If they put fencing there, they would trespass on their property. Mr. Merrill advised it's been taken down numerous times **Mr. West** advised but if he's (Special Magistrate) suggesting he wants additional fencing or fencing put back there he thinks you need the owner of that property present to speak to that. **Mr. Marquis** came up to clarify that the issue with the pool deck is correct if the fence is set back one foot into the pool deck area along where the balconies are no problem, it's a joint the line where the balconies and the pool deck is line that's where the fencing needed to go up, it can't go in the balcony so it's going to be on the pool deck. It can be a foot off the balconies and still accomplish the purpose and be 100% on Daytona Beach Resort property. clarification on the type of fencing it was advised the orange storm or snow fencing was put up before and Cyclone fencing needs to go up and that's the debate right now. **Mr. Merrill** were allowed were happy to do that. Or attach it to the fencing if they're allowed to do that as well. He wanted to clarify the pool deck area because in the arbitration what is being disputed is that these areas aren't part of the pool deck. So, he wants to make sure of that. **Mr. Vukelja** asked for educational purposes there's an easement agreement and there's a dispute over who's responsible for what as a result of this easement agreement, (agreed) the easement agreement is what permits the association to use what would otherwise be the common elements specifically the pool deck with regard

to this particular condominium (agreed) and they are fighting over who's responsible for what. His primary concern is not only the persons who utilize that property, the persons who occupy that property but also everybody that can access that property from the beachside as well. And our line of communication is the city to the owner. The owner may have countless agreements with tenants, easement holders, what have you, that are between the owners and their tenants but have nothing to do with the city of Daytona Beach and who they hold responsible for maintaining their property. **Mr. Jackson** requested to add legal support for that as it relates to our Land Development code. Article 1 Section 1.6.5 provides. Correction C. Article 1 Section 1.6.c it says relationship to private agreements nothing in this code is intended to supersede annul or interfere with any easements, covenants deed restrictions or other agreements between private parties but such private agreements shall not excuse any failure to comply with this code the city shall not be responsible for monitoring or enforcing private agreements. **Mr. Vukelja** couldn't have said that better himself. That having been said, he is going to order the respondent to obtain a DEP permit obtain whatever permits may be required from Volusia County. He's talking about life safety, he's talking about the pool area he's talking about the beach area right now obtain a licensed contractor and or engineer to make sure whatever improvements are done with in accordance with the city's building and zoning ordinances and have the initial safety perimeter permit obtained and the perimeter in place by April 3, 2024. Failing that, the respondent Daytona Beach Resort will be returned to the special magistrate for consideration of the imposition of a fine up to \$1,000 per day thereafter.

DISPOSITION: With respect to the life safety issues with the pool, obtain a DEP permit and any required permits from Volusia County a licensed contractor and or engineer to make sure whatever improvements are done are in accordance with the building and zoning ordinances and have the initial safety perimeter permit obtained and the perimeter in place by **April 3, 2024**. Failing that, the respondent Daytona Beach Resort will be returned to the special magistrate for consideration of the imposition of a fine up to \$1,000 per day thereafter.

Mr. Vukelja understands there's a dispute between the property owner and the condo association. How if at all does that dispute impact his jurisdiction, in what he is here to do? That's his only interest in those matters.

Mr. Merrill advised he totally understands and thinks it's the safety issue. The fact this property is operational. They shut down everything they operate, the 12% they have they shut down. This property shouldn't be open safety-wise with what's going on with the seawall, the garage, the elevators, with numerous other things, they can't close it down, they don't have that right. They closed their areas down but there concern for safety is the longer this goes, and more this property is at risk and there's owners and owners that rent to guests who have no clue what's going on that are in an unsafe situation that's there concern as the owner because if they owned the whole property it would be shut down till these repairs are made regardless of how long arbitration took. **Ms. Wagner** is surprised that Mr. Merrill is raising safety issues when they have an engineering report that says something completely different from Daytona beach resort. They asked if the engineers could get together and make a determination as to what is a (inaudible) course of action given these conflicting reports. The association is certainly not clouding any safety regulations, it's not trying to do things that are dangerous to the owners. Everyone at the property can see through the miracle of sight that there are safety issues. This is not a surprise to anyone, but no one is being put in a dangerous position so they firmly reject any contention that the property should be shut down and she is surprised that that's being raised today. **Mr. West** advised that there are two engineers' reports that she (Ms. Wagner) called them conflicting, but he has viewed both those reports and he thinks it's clear on its face that there are safety concerns. One gives a path of how you can do it. But then the engineering firm gives all the disclaimers in the world say don't hold us responsible and were not saying that it is, he thinks its very clear. And as you've indicated it is unsafe. **Mr. Merrill** advised they have those reports and he is surprised to hear a conflicting report. **Mr. Vukelja** encouraged them to slow down, and they don't need to express any more surprise. **Mr. Jackson** advised he has the chief building official for the city, Mr. Glen Urquhart, and they are aware of the conflicts: **Mr. Vukelja** advised that he is getting ready to take care of the for him. **Mr. Jackson** continued: on these plans as well and if you would like Mr. Urquhart, can speak to that and he would be happy to tell you the position of the city. **Mr. Vukelja** advised no because he is already there and he doesn't mean the

gentleman any disrespect, I know what you're talking about and that's where I was getting ready to go to begin with. **Mr. Vukelja** advised he hasn't heard from the association's representative any problems he has with jurisdiction or ability to proceed here so that having been said, he has made his order. Now with regard to your engineers' reports, whether they be complimentary, contradictory he doesn't care, this gentleman and now the building inspector we've just heard mention (Glen Urquhart) sounds like there going to be the arbiters as to what if anything satisfies the owner coming into compliance. So, both sides or anyone who wants to be heard for that matter needs to funnel whatever they want to (Mr. Urquhart) **Mr. Jackson** advised he thinks he would want to probably speak to the scope. **Mr. Vukelja** but between Mr. Alderman and Mr. Urquhart you're not going to be pitching your competing engineering theories to him (Mr. Vukelja), that won't do, anything. Start with Mr. Alderman then you move on to Mr. Urquhart because these two are going to be the arbiters as to what ultimately constitutes compliance. One last question and he is not trying to continue to stir this hornet's nest here. Does this easement agreement that he's heard mention of, require that the association be joined in this matter, and he guesses (They are Joined in the next one). So, they are joined in the next one because he was going to mention the Balconies. Balconies are in the next one. You've already thought about that, and you don't see any need for the association to be in on this one. **Mr. Jackson** advised that is the position of city staff. **Mr. Vukelja** advised that he is moving off case one and moving to case two. Does anyone else in this room want to be heard. **Mr. Marquis** added that since Ms. Garcia mentioned him and his wife in her statements, yes, his wife does work for the city. Mr. Vukelja advised he does not care. Mr. Marquis continued, she is on leave right now, her boss knows, she's a property owner she has property rights, she filed a complaint along with several other owners and himself about this and is not even sure why Ms. Garcia brought that up and him being treasure. **Mr. Vukelja** advised he really don't know why he is bothering to bring it up because he is trying to cool the temperament in this room rather than stoke it and he appreciates his concern and appreciates his indignation and understands all of that, now all that having been said sounds to him like they need to funnel whatever recommendations you have to Mr. Alderman and Mr. Urquhart and if he or they cant resolve the matter then it does come back to him and he'll resolve it himself. At that point he will be more educated when it comes to the engineering nuances of the Daytona Beach Resort. Is that it for case number one? Did anyone else want to be heard on case one and if you're going to come up and repeat something he has already heard then don't bother him. **Mr. Cris Savino** stepped up, owner of one of the units on the pool side. **Ms. Reno** swore in Mr. Savino. **Mr. Savino** advised that he owns one of the units, he does not live there and rents it out most of the time. The association collected money to fix the seawall which he paid plus other repairs, nothings been done just been bickering, he has not listened in on the meetings because its just accusations and yelling and screaming they're not getting anywhere its constant lawyers and suing each other and just its crazy. **Mr. Vukelja** asked, "Did I mention I was a lawyer"? (laughter) **Mr. Savino** he received a notice there's a meeting February 22nd. They want to take the money they've already collected for the seawall, and they want to fix the elevators. That does not make sense to him because the ocean is unforgiving and tomorrow, we could have something to take it out. But the elevators, he knows the need repaired but they've known this for over a year and all of a sudden everything has to be fixed right now. **Mr. Vukelja** unfortunately he can't help him with the internal mechanics of your association. He is not saying that to be flippant or disparaging, it's above his pay grade that's all there is to it, he needs to take that up with his association. **Mr. Savino** stated hopefully a new association. **Corolyn Marquis** unit 116 sworn in, advised she wanted to make sure because there seems to be a lot of confusion relevant to the amenities. The owner separated those amenities and kept those amenities and kept those as the developer retained property in a separate LLC. He can close them, he can open them as he wishes, he takes loans against them, or he can sell them off. The COA has very little power to enforce any of the rulings on the developer retained property or they would be fixed by now. That is why they have been trying to offer the Trap Bags or raise the money to help loan t him to fix the seawall. He has been inactive and full of excuses. The owners of the privately owned condos have experienced extreme interference with their property values and public safety as have the beachgoers. They would like to make sure that there's a tight course of action and repair with oversight by the city and appreciates his time on this matter, thank you.

Called case number Two

CASE # 2 - 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.

Mr. Vukelja asked if he could assume we have the same representatives for the respondent? **Ms. Garcia** advised that would be a safe assumption. **Mr. Vukelja** in this instance we have the owner and the condo association present. He knows there is a parking garage that's involved and apparently some balconies involved and deferred to the inspector. **Inspector Yates** confirmed this case was here for the imposition of a fine. Testified to the status of the case advising there were first notified of this case November 6, 2021. While there is ongoing work on the balconies which is permitted and slated to end, he believes at the end of March the beginning of April. There has been no movement on the garage nor has any timeline been put forward of when the work will start or can start. Given this and the value of the building the city is asking for a fine of \$250 a day to a maximum of \$505,000 thousand dollars. (applause). **Mr. Vukelja** asked if he was looking for both these respondents to be fined. **Inspector Yates** confirmed that with a Yes. **Mr. Vukelja** asked to hear from the owner first. **Ms. Garcia** advised that they reiterate many of the arguments they made in the previous case. Doesn't want to waste the precious time here on Valentine's Day stating what she just stated for case number one, but they believe these matters should be stayed until there's a final ruling in the arbitration given the significant disputes between parties as to ultimate responsibility. Her client is there, and he can speak as to some of the efforts that have been made by them to repair the vast majority of the issues with respect to the parking garage. They've undertaken significant steps, specifically as to the exterior cosmetic issues, their understanding is that the only remaining issue that is left with the parking garage is with respect to puncture shearing on the columns which is an issue that came up from code enforcement well after the initial notice and the first several hearings. It's a subsequent one and they'll speak about that a little bit more. They believe a fine would be improper at this time unless both parties are held jointly and severely liable given that the notice is sent to both entities, both the association and the developer. In lieu of a penalty what they believe is perhaps most equitable given the circumstances with respect to the dispute and liability, is a withholding of authorization for use of the property which is permitted under the land development code Article 10 Section 10.4. The city may deny or withhold authorization to use the structure and improvements, specifically the parking garage, until any violations are cured and corrected. They believe that there are safety concerns and that the best remedy to protect all owners is to shut it down. Deferred to her client to discuss the steps that have been taken and what their engineer has found. **Inspector Yates** requested to clarify before they move forward. The violation is for the cracks and the breaks in the concrete on the interior and the exterior of the garage. Puncture shearing is something that their engineer came up with and said was an issue, that is not something the city has cited. Confirmation this discussion is on the crack and breaks on the interior that were observed. **Mr. Vukelja** asked who owns the garage. **Inspector Yates** advised that was Daytona Beach LLC. **Mr. Vukelja** asked why the association is a party. **Inspector Yates** advised because he also cited the balconies that are being worked on, so he cited the entire property. **Ms. Wagner** advised that they were not added as a party to this action until February of 2023. The developer had already been in front of you for various violations, they were added last February, and she thinks inspector Yates would agree that the association has done as much as it possibly can to complete its work. Unfortunately, is subject to the whims of its contractors but they have asked a number of times for the proceedings to be bifurcated so the association's completion of its work could be acknowledged without a fine being imposed. She has been told that because of whatever position of the city which is fine and withing the city's discretion they cannot have a bifurcated proceeding. **Mr. Vukelja** asked **Ms. Garcia** why haven't the problems with the garage been rectified? **Ms. Garcia**, her client, has rectified many of the issues with the garage and he can speak to that specifically as to the steps that have been undertaken. **Mr. Vukelja** advised the audience he really needs to hear this and he needs to be shopping for Valentine's presents so don't keep him here any longer that he has to be, go ahead **Ms. Garcia**. **Ms. Garcia** advised

she was just about to turn the floor over to her client again so they could discuss many of the repairs they have undertaken. **Mr. Vukelja** advised that he is interested in the failures to repair that the inspector is talking about that continues to keep her client in non-compliance, is they going to give him some extenuating circumstances as to why those matters have yet to be attended to. **Ms. Garcia**, to her understanding, is that the vast majority have been corrected and what remained was the puncture shearing from their discussions with the code enforcement and Mr. West can speak to that further. Mr. West advised yes, and they will present pictures of what we have done. **Mr. Vukelja** advised he doesn't care what you have done, you're here because of what you haven't done. Right now, they are talking about cracks and breaks in the garage. **Inspector Yates** advised that he does want to clarify that he does agree with them that they did take care of those issues on the outside at this point, and they have been done. **Mr. Vukelja** advised that they take that into consideration when the time comes which is sometime after compliance. Where do we stand with the cracks and the breaks which he understands are all that need to be resolved with regard to the garage? **Inspector Yates** advised just to clarify basically what's happened is they're saying their engineer says they need to do additional work. The city did not tell them that. But if they have an engineer and their engineer is telling them that, the only way to resolve it is to do that. Then that would be something that is at their discretion. Mr. Vukelja advised, let's try to find out what the story is with the cracks and the breaks in the garage. **Mr. West** advised they do want this and thinks safety is the imperative issue here, this property is unique in this garage specifically and that he wants to make sure your honor understands this, that there are residences above this garage. There are people that are in that are above this, many many many hours of the day. He doesn't know how many dozens of people, dozens of rooms that exist above this garage, so they want it fixed, they want it fixed correctly they want it fixed safely. The superficial, he thinks one of the items that was pointed outside would look like, that he saw today on property was where a vehicle had run into the side of the building, which was cited as an issue, to him that's appearance aesthetic, it has nothing to do with safety. But they want the proper, an engineer who's looked at it and have proper construction work done for the safety of everybody involved they are not generating revenue from this. This is a valuable piece of property that they should be generating revenue from and parking and they're not right now because they've shut it down on their own initiative because of the safety concerns and that is imperative and paramount to his client. **Mr. Vukelja** how long would reasonably be required to fix these cracks and brakes in the parking garage that the inspector has identified, (he doesn't know if it's a weekend job or a six month job). **Inspector Yates** if it requires no structural, six weeks would be a reasonable time. If it requires a structural engineered design on its own is probably two months and then bidding out the work after that, because you can't bid the work until you get the structural design. Of course, his contention being that that's what we've asked them to do since November 6, 2021 and they're just not doing it. **Mr. Vukelja** asked the inspector, so if it doesn't require a structural engineer, you would expect the work to be done in six weeks, if it does require a structural engineer, it would be some eight weeks after plans? **Inspector Yates** advised that it takes between two and three months total time frame to get the work finalized if it requires a structural engineer. **Mr. Vukelja** asked why haven't the cracks and the breaks in the garage been fixed to date? **Mr. Merrill** advised that with the engineering report they mentioned with the puncture shearing it is shown on there it is unsafe for that garage to be open so it's been shut down, if they brought equipment in there, then that would be an unsafe environment to fix anything on the inside. If it's something they can do and get signed up for they are happy to go in there and fix any of the cracks and breaks. **Mr. Vukelja** asked if they explained this to the city. **Mr. Merrill** advised yes; they have. **Mr. Vukelja** asked if they and the city have come to any sort of a resolution as to what needs to be done. **Mr. West** advised he'd like to speak to that, and he appreciates Mr. Yates has been very kind and professional this afternoon, and going forward he thinks in fixing these, what they would request is that the city provide a supervisor to manage this repair. **Mr. Vukelja**, you want your own private inspector designated by the city to babysit your client while they make repairs, which he believes are overdue. **Mr. West** continued and advised he believes Mr. Yates has a complaint against him with internal affair based on his conduct at the last visit he had which (Mr. West saw the video) appeared, it was a heated discussion among everybody but what he'd like to say and (Mr. Vukelja) mentioned today bringing the temperature down he thinks it's be most effective for everybody going forward is that somebody else be involved in this aspect from the inspectors office on this case. He doesn't know why they would have an issue with that. **Mr. Vukelja**

asked if we have cracks and breaks in the garage. Mr. West confirmed that there are. **Mr. Vukelja** stated that hasn't been fixed. **Mr. Merrill** advised that they would love to know what those are, where those are, and what needs to be done because when you look. **Mr. Vukelja**, have you (Mr. West) not been in your own clients garage? **Mr. Merrill** confirmed yes, they have been in there and they are not sure where these exact issues are, there's issues with the puncture shearing that there aware of that they've said these columns are issues. If they can be told, if these are cosmetic things it's a very easy fix. If they can be told exactly what columns, where what needs to be fixed there happy to do anything they can. The puncture shearing is a much bigger issue that they cant resolve right now, but for the other ones there happy to do. **Mr. Vukelja** asked who on your (Mr. Merrill) side is going to be the representative that's going to explain to whomever what work needs to be done and why it needs to be done and how long it's going to take to do it. Mr. Merrill advised that would be Natasha and Kevin Montgomery on the property. **Mr. Vukelja** suggested they be called *Owner Representatives* the most knowledgeable about what needs to be done, how long it would take to do it and how involved a process it would be. Who at the city would be the person looking at whatever they brought because what he is hearing between all the sound and fury is a dispute between the owner and the city regarding what it takes to come into compliance. That is how he translates things that take place here. He hears from the inspector that it should be done in six weeks. He hears from the owners that nope it's much more involved than that, they've got an engineer and they've got a representative we'll be happy to show you what it is, and we want to sit down and resolve it. If the end result of this is a better mouse trap, then he's happy to do it he doesn't care so right now who is the representative for the city of Daytona Beach who theoretically would need to sit down with these people (Daytona Beach Resort LLC) to take a look at what they're talking about. **Mr. Jackson** advised that they don't know anything about any kind of internal affairs regarding Mr. Yates. **Mr. Vukelja** advised him don't bother him with that. **Mr. Jackson** advised Mr. Yates is the city inspector on this case and as they've stated it's been going on since 2021. If he may from what he just heard is the question of the respondent whether they can just not do a repair and its because they physically believe they cant go in the garage, he is trying to understand what they are saying. **Mr. Vukelja** advised it his understanding they are not appreciating the significance of the cracks and the breaks that Mr. Yates is referring to and are also pointing out other deficiencies that they would like to attend to that he gets the impression would bring everything into compliance when all that was said and done but right now, they aren't talking to you and you aren't talking to them and everybody wants to fire each other. **Mr. Jackson** advised this was started with timelines and all those types of things ultimately the building official: **Mr. Vukelja** advised (inaudible) Special Magistrate so now the question is if he thinks these people sound reasonable enough in saying fixing the parking garage isn't just a matter of splattering some concrete into a crack. Its going to be more involved than that and they aren't sure what he's talking about and since nobody's doing a real good job of communicating here then ill babysit the communications himself if he has to and all he is asking for is who's the city representative who's going to be the person most knowledgeable who can agree or disagree with whatever he thinks is the common sense thing to do because he is more interested in getting the job done than he is the ancient history. **Mr. Jackson** advised Mr. Yates is the one that would ultimately be reporting back to the magistrate. They have a line of people reviewing plans, as far as all the way up to the chief building official so ultimately, it's going to be the chief building official but the person that's going to be probably most relevant in terms of communication and involvement with whoever is working on this property would be Mr. Yates. Mr. West advised he is happy to share an email from Lieutenant Chirillo of the Daytona Beach Police Department, happy to show it with where a complaint is being investigated. **Mr. Vukelja** advised he will defer to the city as to who its inspector is going to be and it's not withing his purview to start telling the chief building official or anyone else who he assigns to one job or another so he appreciates your (inaudible) if you will. Is the parking garage the bulk of case two that we're talking about? **Inspector Yates** confirmed yes. **Mr. Vukelja** advised he's going to talk about the balcony. **Inspector Yates** advised yeah, he believes the balconies are a settled matter, they know when they're going to finish there's no questions left on those. **Mr. Vukelja** advised good enough before he says anything else, now they have to address balconies. Sounds like they are in agreement that it is the responsibility of the association. How much time should reasonably be required for the association to repair those balconies? **Inspector Yates** advised the April cutoff. **Mr. Vukelja** asked the owner and association representative what they say to the suggested

April 3rd cutoff. **Ms. Wagner** advised that they believe that everything should be done by then. **Mr. Vukelja** asked if there was anything else to discuss with regard to the subject of case number two. **Inspector Yates** advised not that he is aware of. **Mr. Vukelja** advised that he is going to do the easy part, he is going to order the respondents (plural) because as far as he's concerned, they are both equally responsible for everything to come into compliance with regard to the balconies by April 3, 2023, or be returned to the special magistrate for a fine of up to \$1,000 a day thereafter.

DISPOSITION: order the respondents (plural) because as far as he's concerned, they are both equally responsible for everything to come into compliance with regard to the balconies by April 3, 2023, or be returned to the special magistrate for a fine of up to \$1,000 a day thereafter.

Mr. Vukelja counselor before he goes winging it. What is the most efficient way for us to hear them (respondents) and hear him out (inspector) with regard to compliance on the parking garage? And he appreciates the indignation but just spare him the history lesson. Is it him is it the (respondent, the inspector, the chief building official, and engineer) he is ultimately going to make the decision, if you want to schedule another hearing he will hear from that side (respondents) he'll hear from him (inspector) then he will say okay that makes sense we are going to go that route and this is how much time they have to get it done or he's going to say that's ridiculous he don't see where that's necessary at all he's right have it done by this time. **Mr. Jackson** advised he doesn't believe they are really in any situation different than they've been in before in that the inspector has expressed what he believes is compliance he'll meet with them if they need to see what and determine what those things are, if they believe they need to go over and above and that's a necessity they won't do anything to stop them from going over and above. **Mr. Vukelja** advised that he already knows what the inspector has to say so the only thing he doesn't know is what he has to say so he needs to meet with them (respondents) to hear their explanation. **Mr. Jackson** advised their typical follow-up they would do. They both agreed.

*Subject to the agreement of the association and the owner he will schedule an appointment down here at city hall to meet with whoever, bring whoever you want. Mr. Yates is welcome to come too, he thinks he already has an idea as to what his opinion is but he's welcome to be there too. And he is going to hear him out about what he wants to do, why and why he doesn't think cracks and breaks are that big a deal, why you do think penetrations are and then he is going to make a decision. **Mr. Jackson** asked if he could say of course if they believe that there's other people who need to be involved all the way up to Mr. Urquhart, they'll make sure they are present and presume what he is really saying is a future meeting being scheduled in a future. **Mr. Vukelja**, yeah, future like next week. **Mr. Jackson** advised okay, that's future. **Mr. Vukelja** advised he doesn't believe any of the people out here are going to want to wait too long for any of this. **Mr. Jackson** advised they would figure out a way. **Mr. Vukelja** asked if that made sense, is the owner in agreement with that much, association in agreement? Okay if the city has a contact person for the owner you can coordinate something and they will convene down here at city hall, bring all your plans bring all your specifications bring all your drawings bring whatever you want him to look at because every once in a while, we have to do things like this. He will hear them out and he will make a decision. What he is remembering is from (the Inspector) if they don't convince him of anything at all six weeks and they should be in compliance, and he wants him to fine them already. And he has to hear from (the respondents) and there objective is to convince him there's something more to this than what he (the inspector) has told him about and that proceeding to make the repairs that he (the inspector) wants is impractical because there's more to be done and it would be economically foolish to do something there going to undo later or the benefit to be obtained by what you have in mind is so grand it would convince the special magistrate it would be the best thing for the city the residents and everyone involved. **Mr. Merrill** your honor all they ask for is to know which columns there's fifty on each floor there's six floors there's probably three hundred (300) columns. Are they talking about two columns out of the 300. Are they talking about, they really don't know, and it says columns so if they can be shown here are the ones that need to be fixed, they are happy to do it. **Mr. Vukelja** asked if this is something they have done before? **Inspector Yates** advised yes sir they've walked more than once but he has no problem doing it again that is what they are here for. **Mr. Vukelja** not trying to rush you, when do you want to do it? **Inspector Yates** suggested Thursday February 15, 2024 4pm. (for the cracking and breaking) **Mr. Vukelja** asked if when they are talking about cracking and breaking, they are just talking about columns. **Mr. Yates** advised that

no, they are in the floors and ceilings as well. The interior of the garage, yes, he is willing to go through all the items. **Natash Herndon** advised she has met with Inspector Yates, attempted to meet on several occasions, given the last walkthrough that they scheduled she would request if he would kindly consider having another person such as a supervisor accompany him and she would like to make sure that we understand this column right here is the final issue and she is glad to hear that inspector Yates is acknowledging the work that has been done since August, September, October, November and most recently in December. But she really would like the support as you mentioned on the other project of having someone else's kind of filter so she can be very clear on take a photo, she will document it take photos. **Mr. Vukelja** asked what the city says to this request. Short discussion **Mr. Jackson** referred to the division manager saying that Mr. Sykes will be happy to consider and address those concerns she has regarding Mr. Yates. Short discussion and **Mr. Jackson** confirmed that Mr. Sykes agreed. **Mr. Vukelja** confirmed that is what he wanted to hear Thursday four O'clock y'all have a representative there. **Ms. Herndon** confirmed that she will be there, and she is glad to document. Mr. Yates and Mr. Sykes will be there. **Mr. Jackson** advised or someone he assigns. Discussion on the walk through Thursday and no one doing anything to create any disruptive atmosphere whatsoever. And the next hearing to try and set for next week following the walkthrough. **Mr. Marquis** came forward to try and clear up two different things regarding the garage. There are two completely separate issues with the garage one is the Cosmetic and that's the violation. **Mr. Vukelja**, you're welcome to come to this hearing when we have it **Mr. Marquis** advised he has been to everyone since he took over two years ago, there is the puncture shearer issue talk about it is not an issue it was done by a computer model **Mr. Vukelja** advised that if he lets him speak then he would have to let the others speak. **Mr. Marquis**, they've already said that's why they can't get in the garage to repair it. **Mr. Vukelja**, you're going to talk no matter what, called for anyone else in the audience if they had anything to add. Mr. Carmine Rocioppi sworn in **Mr. Rocioppi** testified that he purchased this place to retire, his personal life savings went into buying this unit that he's talking about this DBR has been neglected for years and years like the property's been walked away from. And they are over here arguing about whose responsibility it is. We have people living in this place, it is their home. The man has an investment that he's not treating it as such. It's his property, take care of it. He inherited it, his grandfather worked and broke his (inaudible) for it. **Mr. Vukelja** do him a favor and direct your remarks to him. **Mr. Rocioppi** its just the outrage because the property was so beautiful. Take care of the property, argue over the repair in court after you repair it. If they are responsible for it, they'll pay for it, but you can't have a piece of property like this and you walk into this place you get disgusted. There's a garbage can in the hallway with feces coming down, just fix it. Its mind blowing if you, these guys know because they walk the property, maybe the owner the developer the builder needs to walk his own property and worry about who should pay for it after its repaired if its his decision they have to pay for such and such they'll pay for it. **Mr. Vukelja** advised he will not be making any decisions over the owner and the condo association and whose responsible for paying what his job is to get it in compliance which he hopes would be a benefit to everybody and in situations like this where sometimes it gets a little heated, he tries to lower the temperature because he is more interested in getting the job done then continuing to lob shots over a wall. So, he will let him ad everyone else now that whatever he does, he's sure it wont be satisfactory because he's sure they would love to see everything done as of yesterday. That having been said he is a lifelong resident in the area, and he walks that beach, and he drives that beach, and he built the brick fascia for the very building your talking about when he was a 23 year old laborer working for the construction company that added that parking garage and that tower that those condos are in before he went to law school obviously. In any event he is familiar with your building, he is a citizen of the community and wants it to look nice as well. Looks beautiful from Halifax unfortunately from the ocean doesn't look too beautiful these days. They're going to get there eventually, everyone's going to do what they're supposed to do or he's going to fine the Bageebies out of them and from the inspector those fines wont be poultry. So, all that being said everybody from here on out is going to do exactly what he tells them, or the fines are going to start flying. **Mr. Rocioppi** advised sounds like a plan put on the big boy pants and let's step up.

Discussion on establishing the necessary photographing of the deficiencies to aid in the discussion to show the special magistrate what they are talking about and not walk around photographing people

bickering with one another intimidating one another or doing anything else to try to chill the process he is hoping to get accomplished so they can try to get all this done.

6. **Adjournment: 4:00 pm**