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# City of Daytona Beach Special Magistrate

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

David A. Vukelja, Special Magistrate

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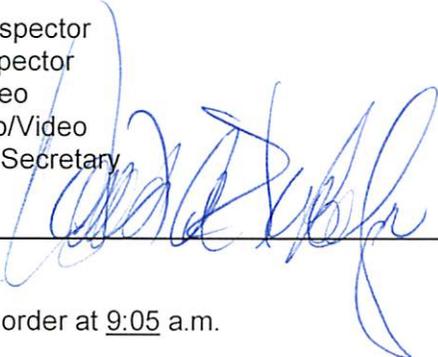
## February 13, 2024 Minutes

Attendees:

David A. Vukelja, Special Magistrate

Staff present:

Mr. Anthony Jackson, Duputy City Attorney  
Mr. Denzil Sykes, Code Compliance Manager  
Mr. Mark A Jones, Code Field Supervisor  
Sgt. Timothy Blowers, Code Liaison  
Mr. Steve Alderman, Code Inspector  
Mr. Roosevelt Butler, Code Inspector Mr.  
Mark Bostwick, Code Inspector  
Mr. Tom Clig, Code Inspector  
Mr. Daniel Garcia, Code Inspector  
Mr. Clearvens Jean-Baptiste Code Inspector  
Ms. Sara Kirk, Code Inspector  
Mr. Clifford Recanzone  
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 reviewed and approved the January 9, 2024 minutes.

Mrs. Reno advised that on the regular Special Magistrate Agenda announcement on page 4 case number 11 SMG 02-24-49 Rose Ave Parcel is in compliance 2/12/2024.

Mr. Vukelja handled the Bike Week Master Plan Agenda first

See the Bike Week Master Plan Minutes.

Mr. Vukelja called case #1 first.

Respondent appearing via zoom

**CASE # 1 - SMG 02-24-53 - Ivan & Cardin LLC (Tammi Tran) & Social Daytona Inc** is cited for failure to correct violations of The Land Development Code, Art. 10 Sec. 10.2.B.2, at 631 N Grandview Ave. Violation(s) – Occupying or using land or a structure without first obtaining all appropriate development

permits. First Notified – 1/5/2024.

**CASE # 2 - SMG 02-24-52 - Ivan & Cardin LLC (Tammi Tran)** is cited for failure to correct violations of The Land Development Code, Art. 10 Sec. 10-3 Hours of sale and consumption, at 631 N Grandview Ave. Violation(s) – Business open after midnight without an after hour license. First Notified – 1/9/2024.

**Mr. Vukelja**, You, were talking to me earlier like I should know this property. What is 631 Grandview? **Supervisor Jones** yes, that's the property with us before you last month. For violation of the after hours.

**Mr. Vukelja**, what's the what's the building? **Supervisor Jones** It's a building across from the gentlemen's club there on North Grandview, next to a pizza parlor.

**Mr. Vukelja**, Alright, now I know the neighborhood. That's all I needed. Alright, we have a couple people appearing by Zoom. Folks, if you would, please state your names and be sworn by our secretary.

**Tammy Tran** was sworn in. **Attorney Kevin Vagovic** Ms. Tran's attorney. **Mr. Vukelja** Do you agree this violation existed or occurred as stated in the Notice of violation? **Tammy Tran** advised yes. Alright, then I find the respondent noncompliance. **Mr. Vagovic** This is not my client who's in violation, this premises is leased out to a third party and they are actively trying to remove from the property. We terminated their Tenancy and if they don't leave, we're going to institute an eviction action. But it's not my client who's in violation of any of the ordinances that alleged by the city. That's the actual tenant. My client lives out in Texas. **Mr. Vukelja** Your client does have a what? **Mr. Vagovic**, she lives out in Texas. **Mr. Vukelja**, OK, I understand. But the property is owned by her, and we don't have any relationship with whatever tenants she may have. So, as the property owner, she's responsible for what takes place on site, so. Now I will. We'll take that into consideration. I've got Mr. Jackson here wanting to speak. Let's hear what the city has to say is we wind our way through this. **Anthony Jackson**, attorney for the city, One thing I want to do first is acknowledge that the city has received correspondence that indicates that Mr. Vagovic that they proceeded, and we've been able to verify that as well with notification, I believe there's the filing thing. We can ask Mr. Vagovic, but that they were given a three day notice as well as a notice of violation of the lease and that's now timely. I don't know if they've been proceeded since then. So, we will acknowledge that our circumstance So, and we have the officers here to present from the last meeting to this current date that they had subsequent events that occurred at the property even, with the strong expression of a need for it to stop from you, Mr. Magistrate, Law enforcement has gone in and they continue the same conduct that has been going on based upon the testimony at the last hearing, the type of conduct that has been going on since June of 2023 And as I said, we do have law enforcement to speak to their conduct and I'll realize that the owner then expressed her limits of knowledge as to what was happening. However, actions that were taken, we don't know when we're taking and to now to what extent have, they continued in, proceeding with the eviction. So, if they could speak to that, as I said, we're willing to acknowledge whatever's being spoken by the council on that regard, but nevertheless, we do have these, and we did cite both the property owner as well as the tenant. **Mr. Vukelja**, OK. Mr. Vagovic assume your client is Ivan and Cardin LLC. **Mr. Vagovic** yes, your Honor, Miss Tran is the owner of that LLC. **Mr. Vukelja**, OK, who is social Daytona Incorporated? **Ms. Tran** That's the tenant. **Mr. Vukelja**, this is now, I thought I heard somebody mention right at the outset that you removed the tenant. **Mr. Vagovic** The process your honor we sent them, as Mr. Jackson said, the seven day and a three day notice and I believe they're right now for filing. So, I'm in the process of drafting the complaints and having them filed. **Mr. Vukelja**, so right now, South Daytona Incorporated is still in possession of the property. **Mr. Vagovic**, yes, Sir. **Mr. Vukelja**, and am I to assume that Ms. Tran is going to tell me it's Social Daytona Incorporated, that's responsible for all the conduct that the city's complaining of? **Ms. Tran**, yes, Sir. **Mr. Jackson** I Would like to be, if I may, Mr. Vukelja, I would like to bring law enforcement forward and our purpose is that we're getting a lot of complaints. We believe that this is an irreparable & irreversible violation that they're getting the economic advantage of other businesses. The other businesses are complaining they're doing something that's egregious contrary to state law as well as our local law, and so we are asking for a Fine. And so, I'd like them to testify as to the circumstances. **Mr. Vukelja**, Hang on one second. Case number two is the same respondent. Same location. Different violation, is that right? So, am I to assume that the testimony I'm about here is probably going to cover both cases? **Mr. Jones**, yes. **Mr. Vukelja**, Mr. Vagovic, does it sound, is it your assumption that the testimony in this matter is going to cover both cases? You are aware we have two different cases here against your client? **Mr. Vagovic**, Yes Sir, that's correct. And the effort

to save time we'll concede, I mean. If law enforcement wants to speak, but I've seen the police reports. We can see that there's been a lot of disruption and law enforcement presence necessary at the scene as a result of the tenant's egregious behavior. We will admit that you know everything's been going wrong. It's just our issue that it's the tenants rather than my client who's causing the disturbance and violations of the code. **Mr. Vukelja**, Alright, so the respondents not going to dispute what law enforcement has to say. **Mr. Jackson**, well our problem or our concern is that if this was to take 30 days, we may have three more weeks of the same thing we've been experiencing every weekend we believe we can experience every day. Yeah, exactly. **Mr. Vukelja** and the tenants decided to go rogue. **Mr. Jackson**, well, and that's why we would like to at least give a clear message to the tenants, even if it's not specifically to the owner. **Mr. Vukelja**, I can convey a really clear message to the tenant. My question here is, I guess what's the relief? You're looking for No, what I can do here to try to ameliorate the situation that law enforcement is confronting. **Mr. Jackson** well, this is a Right now, what we have is a request for a fine of \$15,000, which is the maximum for irreparable & irreversible. Once we have those things going forward, it may support whatever other actions we take. We've been getting warrants, we've been going in there, we've been finding even underage drinking situations. And so, there's a lot of things that are very concerning. So, what we're looking for is what the statute provides for, we seldom ever go to this direction, but the statute provides not only for liens that were attached to the real property, but also to be able to utilize this judgment against all personal property and so at the very least to have the consideration of attaching all the personal property that's operating and utilized in this business. So, our purpose is still to ensure that we are holding a tenant accountable because ultimately this is, **Mr. Vukelja**, is the tenant been cited, yes, **Mr. Vukelja**, OK, where's the tenant, why isn't the tenant here? **Mr. Jackson** That's what you just called and asked for. We don't have an answer to that, they've been cited. They've even been arrested on it. **Mr. Vukelja**, I'm not disputing that. I'm just trying to sort out what I have in front of me here. We have two cases, both involving two parties, one being an owner, one being a tenant. We have an aggravated city and a bunch of PO policemen. I understand all of that and the owner is in agreement with that. So, the two parties that are before me right now, one of them agrees with everything you have to say. Or it sounds like I don't want to put words in their mouth, but it doesn't. I'm not hearing a whole lot of dispute. So, I have no problem doing everything I can against the tenant right now, and it doesn't sound as though there's any dispute as to it being warranted, and I don't have a tenant here to defend, the heck with the tenant. When it comes to the owner and the relief you're looking for, that might be a different matter. I just want to make sure everybody understands that because, and I don't want to anyway. So, all that having been said, that's the lay of the land. Go ahead and put on your case. **Lt. Gernert** Good morning. I'm **Lieutenant Gernert** with Daytona Beach Police Department. Since our last magistrate hearing on January 9th, Sergeant Blowers and I executed a search warrant on the 11th of January in the structure for sale of alcohol. We did find some alcohol in there, just they were hiding it. In common bottles, like cranberry juice bottles or soda bottles, we conducted another operation on February 4th at about 2:00 in the morning. Where we sent in undercover detectives to enter the business where they paid a \$20 cover charge each. To enter, they ordered alcohol. They ordered tequila where the ownership of the business removed alcohol from a cabinet underneath the countertop, serves them the alcohol charge them \$15 a piece per drink. They sat there for 30-45 minutes and then exited where we then executed a second search warrant. Included in that search warrant was the ownerships, vehicles and where we found more alcohol inside the vehicles because that's how they're transporting it, since they don't have a liquor license issued by the state, which would require them to have alcohol delivered to them through a manufacturer. We arrested all three owners that night for sale of alcohol without a license and for violation of our city ordinance operating without an afterhours permit. Since that search warrant on the 4th, they were open that following Thursday, which would be the 8<sup>th</sup>, they were open over the weekend after that. They were open even the weekend after January 9th hearing. They've been open every single night since our last hearing where you found the owner of the business complicit in what was happening there. The ownership of the business Social Daytona. The ownership does not concede to what is happening. They're not stopping. They're not, we prove it almost every single night. They're just doing what they want. Businesses in the area, especially Grand View Live, complain because they can't charge the same amount of money for the alcohol that this business is charging. They're losing business because of what's happening across the

street. And several other businesses in the general area are also very upset and file complaints with us constantly about what's happening across the street from their own business, which would be at 631 N Grandview. **Mr. Vukelja** What is the business at 631 N Grandview other than what you just described? **Lieutenant Gernert** They are listed as a hookah pub. They have a tobacco permit issued by the state of Florida. They do serve hookah. However, the fire Marshall has gone in there and done an inspection and they cannot sell hookah or smoke hookah inside because they don't have proper ventilation within the structure. However, they ignored that. I think that was in December 28th or 29th, the fire Marshall came in to do a new rating of the occupancy within the structure and that's how they discovered about the hookah being sold, even with the hookah license, they still have to have the afterhours permit, which they don't possess. Other than that, they're selling alcohol illegally. I've done an operation in there with an underage officer she was 19. They sold alcohol to her then too. Back in October. **Mr. Vukelja** Mr. Vagovic, did you want to ask the office or any questions? **Mr. Vagovic**, I don't think I have any questions for her. Thank you. **Mr. Vukelja**, OK. So, this is supposed to be a hookah pub. And you're telling me the fire department says it's not even equipped to do that, **Lieutenant Gernert** correct. They're not. They don't have the proper ventilation for removing the smoke from within the structure, like there's another hookah pub down the street on Sea Breeze. At 502, they've complied with everything to include the after-hours permit Fire Marshalls done everything they're required to do. They're actually in compliance. However, this structure, this business of Social Daytona, is not. **Mr. Jackson**, we've been put in a position where we're having go out with the knowledge that we can go every day and find this property in violation. We believe there's an owner obligation whether it's to give security knocking at door something to ensure that these things aren't going on in this business. The owner signed off, authorized the applications that were made by this business. I would ask Ms. Askew to come and just since we have two different cases, one is the land use violation. That's the first one and then the second is the violation of after-hours permit. I would point out the reason we cited a violation on the after-hours permanent. It's not because they have one, but by our definition of article three of our land development code, I mean of our code of ordinances. Section 1 defines an establishment dealing in Alcohol to include anyone, whether open to the public or at large, or where entrance is limited by cover charge or membership requirements. And it's where a product or article is sold, dispense, served, and provided with the knowledge and actual implied that their product or article would be or intended to be mixed combined with or drunk and connection or combination with an alcoholic beverage, so on and so forth. So, they fit our definition and it's a prohibition for them to be open after midnight, which they are doing hoping after midnight, even though they don't have a permit. So that's a prohibition for any business as well as state law provides that if they're only can be open until midnight unless they're authorized by a local government or county to open beyond that timeline, they're not authorized **Mr. Vukelja** with regard to the first violation. What is the appropriate development permit that we're talking about? **Mr. Jackson** and that's what Ms. Askew can speak to and she can identify as well. **Mr. Vukelja** Sounds like they're not allowed to sell alcohol and they're doing that. Is that a development permit? **Rose Askew** Good morning again, **Rose Askew** the project manager for the city. Yes, and our land development code. It requires that prior to you opening your establishment, you have to pull all the appropriate permits and make all of the renovations to the property that's required before you can open and operate. This business operates like a nightclub. They're not approved for a nightclub. They're not approved for a hookah establishment either in our code of ordinances. It has very specific criteria for hookah establishments. When it becomes, to the type of ventilation you have to have in the system, hours of operation, you can't be open past midnight. Unless you have an extended hours permit to serve and sell alcohol, this particular establishment has been serving alcohol without a State of Florida license. I checked they do not. They have not even applied for a State of Florida license, so there's no way they could even get an extended hours permit. So, no alcohol service should be done on the property. The way they are supposed to be operating as a private club. Where they can have their members there and possibly be able to invite people. Their members may invite a person, but they're not supposed to be operating like a nightclub. There's no alcohol service that should be allowed on that property at all. And so, the fact that they are purchasing alcohol from a regular store and keeping it in their trunk when you have an alcohol license. Who are required to purchase it from very particular establishments and that information has to be provided to the state at the end of the year. When you do your information, you

have to provide your taxes and stuff. So, there's things they're doing that are well outside of the parameters of what the state of Florida allows you to do. You can't as a business by alcohol from like a Liquor store, you have to go to actual distributors for the alcohol because it has to be tracked. They can't do that because they have no liquor license. So, none of the things that they're doing currently right now are what they got a business tax for. And I wanted to say business tax because that's exactly what it is. It's just a tax. It doesn't allow you to open and operate. You have to pull all of the required permits and develop the site meeting the criteria in the land development code and the code of ordinances prior to you starting to operate. And I'm not sure what the property owner signed off for them on their lease because it sounds like she's saying that's not what they signed off for them, but that is how they're operating. They're in violation of almost every single thing that they're doing on that property. **Mr. Vukelja**, OK. Now that I understand what's going on now, we come back to one of my original questions. So, what am I authorized to do assuming we're dealing with an egregious situation, and this certainly sounds egregious with regard to the owner and what am I authorized to do with regard to the tenant? **Mr. Jackson**, first of all, I do want to say, we appreciate that the owner is taking steps went and got council and is moving. **Mr. Vukelja** how long has this been going on **Mr. Jackson** since April 2023. **Mr. Vukelja**, And I'm not giving the owner a whole lot of credit **Mr. Jackson** and it's been repeated. **Mr. Vukelja**, OK with that, let's get back to my question. My question was, "what's the extent of my authority assuming this is an egregious situation with regard to the owner and with regard to the tenant? **Mr. Jackson** You're able to. sanction both the owner, I mean impose fines that would be applicable to the violator as well as to, as well as an incumbrance on the property. So, your general orders generally would be in order to impose a fine against whoever the named violator or multi violators and against the property. **Mr. Vukelja**, So, we can fine somebody at the same time that I'm finding them in noncompliance. **Mr. Jackson** you can with a finding of irreparable irreversible and that's why we're bringing this irreparable irreversible with the first case. Now in the second case, we're leaving it as a repeat violation. You didn't make a finding on that second case as to these violate the same violation last time we were before you. And he gave the stern warning to the owner that they were would be facing up to \$5000 fine per occurrence if these events continued. **Mr. Vukelja**, when did I do that. **Mr. Jackson** At the January 9th meeting. **Mr. Vukelja**, OK, Councilor, were you at the last hearing? **Mr. Vagovic** No your honor I was just retained 2 weeks ago. **Mr. Vukelja**, let me read you something here. This is from our minutes from our January, January 9th meeting. Based on the findings and the testimony of the officer, the Special Magistrate ruled the case was in noncompliance and based upon the stipulation of the city, he found that the respondent has since come into compliance and for every future violation, the special magistrate will consider entering an order for a fine of up to \$5000 for each repeated violation. This was Ms. Tran being warned that for every future violation after January 9th I would be considering the imposition of the fine of up to \$5000 per occurrence. Have we had testimony regarding occurrences here after January 9th? **Mr. Jackson** advised that's the testimony of Ms. Gernert **Mr. Vukelja** How many different dates? **Lt. Gernert** We've got at least 2 January 11th when we served a search warrant found alcohol inside the structure and on February 4th where we did an operation, purchased alcohol and then served a search warrant and retrieved alcohol from the ownership's vehicles **Mr. Vukelja** OK councilor after I threatened your client with a fine of up to \$5000 per occurrence. I now have sworn testimony of two occurrences, so what say your client to that. **Mr. Vagovic**, yes, Sir. I think that's what kind of little fire under her becoming the same council and that's when I came on the case and she's been taking, we've been taking affirmative steps to get them out since that point. I understand that there have been subsequent violations, but I don't think it necessarily makes the city whole to penalize, her when she's now taking affirmative steps to remove them from the building. I don't know if Ms. Tran wants to say anything further about it. **Ms. Tran** Yes Mr. Magistrate, I only want to make this building better, and I don't know about the past of their what happened in the past that they are selling alcohol without a permit and start in December when I got from Mr. Mark Jones that he sent me a letter a notified that they have alcohol, without permit and all that takes step to the hearing on January 9th. And because I got the rent on January, they pay the rent on January already. So that's why on the end of January I told him that. I will not accept any payment from them and I'm going to take action that I'm going to end this contract and I need them to move out of there in seven day notice because. Trust me, I want to make it better. Even though I'm in Texas, but I want the business because as the owner of the

property, I do want to own something and make it better, not to make it worse. So, from last time that we had the hearing, I feel like it's unfair that the fine going to be on me. But I understand that in Florida that you want us to take action. So, I do. I do take immediate action. Trust me on that's all I can say, I want to, you know make this to be better, not to make it worse and I really upset with these tenants. So, I don't know what to say. **Mr. Vukelja** what's the status of your efforts to remove these tenants? **Mr. Vagovic**, I believe the deadline was is today your honor for them to vacate or refile the eviction action against them. Ms. Tran, Can I put like a lock on the door like? **Mr. Vagovic**, no, where in the process of filing it and getting them out of there to remedy the situation and I think everyone is just, you know Ms. Tran is almost in the same position as the city that she's being you know, and adversely affected as a result of the egregious nature of these, you know, people, whatever they're doing, they're obviously not following the rules. They have their inclination to follow the rules. But it doesn't necessarily make the city whole penalize her when they're, you know, as Mr. Jackson said earlier, maybe you know, they're doing this knowing that it's going to adversely affect her. It's, I mean, it's obvious they have no regard for their own actions. **Sgt Timothy Blowers** City Daytona Beach. I spoke to Tammi Tran on the phone approximately 3 months ago and warned her that continued violation she would be. Subject to fines up to \$15,000 to choose aware and made no effort to do anything at that time, she said she would, never followed through with it and now we're at this point. **Mr. Vukelja** Alright, Mr. Jackson. Anything else? **Mr. Jackson** No. Sir, I think we presented for both cases. **Mr. Vukelja**, alright. What is the relief the city is looking for with regard to the tenant? And what can I do with regard to the tenant? Alright, with regard to both cases, I find both respondents and non-compliance. Now. With regard to the tenant, what is the relief in the cities? **Mr. Jackson** The maximum fine available on the first case would be a \$15,000 fine for irreparable irreversible conduct. As well as a well know if you wanted yeah, we'll do that \$15,000 **Mr. Vukelja**, wasn't the tenant here last month and represented by council **Mr. Jackson** he was here last month with Mr. Lambert. **Mr. Vukelja**, so the tenant knows what's going on? **Mr. Jackson** Yes. **Mr. Vukelja** what's the relief the cities looking for with regard to the tenant. **Mr. Vukelja** just tell me what's authorized that's all I need to know. **Mr. Jackson** Well, what's authorized this there's two points. One is that this isn't irreparable, irreversible **Mr. Vukelja**, I find it egregious I find it irreparable, I find the tenant was on notice of everything. I find the tenant was present when we had this very same conversation last month so I find the tenant has no excuse. **Mr. Jackson** And you basically stated the criteria for determining the maximum amount of the fine, which is the gravity of the violation, the efforts of the tenant. **Mr. Vukelja**, I find the violation has all the gravity in the world. What am I allowed to do? **Mr. Jackson** the maximum is \$15,000 Fine. **Mr. Vukelja**, I'm finding the respondent to some of \$15,000 am I doing that once or am I doing that twice. **Mr. Jackson** You're doing that once on the first case. Case number one SMG 02-24-53. **Mr. Vukelja**, Alright then with regard to case number one, SMG 02-24-53, I am fining the respondent tenant the sum of \$15,000? **Mr. Jackson** And there is the consideration that you can continue, you can add to that fine **Mr. Vukelja**, and for every future violation. The tenant will be returned to the Special Magistrate or consideration of the will fine and egregious Circumstance fine and any other fine available. At the special magistrate's disposal, that's with regard to case one, what am I doing with regard to the tenant as to case two. **Mr. Jackson** as to case two we will leave that as a repeat violation with will fine based upon the rulings in their last proceeding and we're asking for the two occurrences. And the maximum is \$5000 per occurrence. **Mr. Vukelja**, So, you're looking for. \$5000 for two occurrences to impose now. **Mr. Jackson** Yes, **Mr. Vukelja**, alright, with regard to case number two, SMG 02-24-52 I am finding that there were at least Two violations and with that I'm fining the respondent the sum of \$5000 per violation for a total fine in the amount of \$10,000. As to case two. **Mr. Jackson** OK that I just got clarification from our inspector, he's correct, so I need to correct myself. Make a correction on what I said. The Will Fine notification was as to the property owner. As you may recall, we did not proceed on the tenant at that time because they challenged the notice. And so, there was no prior finding, so this would be an issue on the second case, and actually based on the testimony that has been received, we can proceed as an irreparable irreversible. They were put on notice that they were subject to a fine by their notice of hearing in that time could be up to \$15,000. So, since we can't really treat this like a will fine and I'll tell you because of prior rulings of the local jurisdiction I, wanted to make sure that we didn't confuse an appellate court with the issue of Will fine versus irreparable and that's why we were going to go with the will fine. However, we have the

authority, the statute provides and allows for you to make a ruling that this too was irreparable and irreversible and can impose a \$15,000 fine in this circumstance as it relates specifically to the tenant as relates to the landowner, That's the only one you actually put on actual notice and made a finding concern. **Mr. Vukelja**, so I guess what I'm hearing is I'm now vacating very order I just made with regard to the tenant as to case two. **Mr. Jackson** that's correct. **Mr. Vukelja**, and instead what I'm doing is, what make your tenant to come into compliance and that for every future violation will be returned to the Special magistrate for consideration of \$5000 per occurrence. **Mr. Jackson** No, we're going to ask you to make a determination of what the conduct is still irreparable and irreversible in nature and ask you to fine them \$15,000 in case two. **Mr. Vukelja**, I will vacate that previous order and instead in case 2 with regard to the tenant, I do find that the harm was irreparable and irreversible and then fine the tenant the sum of \$15,000 in case number two as well. With regard to cases one and two and further ordering it for every future violation. The tenant is subject to be returned to the Special Magistrate for consideration of a fine of \$5000 per occurrence. I have fined the tenant twice the sum of \$15,000 and in both of these cases I've ordered a will fine for any future violations. What would the city have expected the owner to do since January 9th to remedy this situation that the city thinks the owner failed to do. In other words, what could the owner have done since January 9th that she hasn't? **Mr. Jackson** Give me one moment. And I did need to clarify correct again. Ms. Reno asked that during a little break, maybe make an announcement for the people who are waiting on Zoom. That when they are put in a waiting room, they're not being kicked off, they're not being kicked out, they're back with the IT. Confused that they're being kicked out of the session. That they're just being put in a waiting room. Thank you. **Mr. Vukelja** how many people do we have appearing by Zoom. We only got seven people in this audience and they're here for a case. That's only 7 cases and I might just go to them. **I.T.** advised they have seven people in the waiting room. **Mr. Jackson** OK, I'm back, **Mr. Vukelja**, a couple of things. **Mr. Vukelja**, when did you send out your notice to your tenant to vacate? **Mr. Vagovic**, it was last week. **Mr. Jackson**, counselor, we realize your order was not until January 9th. As we testify as you've heard the testimony, this has been going on since April of 2023 And at least since November 2023, you have been specifically communicated to the respondent. **Mr. Vukelja**, not impressed with the owner's efforts to date. Save your time. Fast forward now, so on the 9th we told her every future violation could be \$5000 per occurrence. Now like what the city argues she has failed to do, to try to ameliorate the situation as you're sitting here asking me to fine her **Mr. Jackson**, as from the perspective of the will fine. Which I guess is what you have to look at is, is the conduct egregious? It's still egregious conduct. Has she done everything she can do; I don't know right now. They've initiated paperwork. Will that ultimately, will they follow through and complete that? I don't know. I don't. Historically, nothing's been done and appreciate that she has council on hand. It's anything filed yet, not yet. They have the right and authority to come back for lean review if they diligently pursue this all the way through. But we have nothing that shows any kind of diligence or more than half a year. With this owner to try and bring this under control and as I said the officers can testify, if wasn't clear before that they could go any day, and that they're open and find these violations. This is a tenant that's sitting there waving it in the nose of other businesses as well as law enforcement and doing whatever they choose. We want to the owner to do everything that's in their in their power to do. We have sat down and get beyond just an owner saying stop and believing that should make it stop or owner being able to expedite in any way their process in eviction. **Mr. Vukelja**, what's that one thing you expected the owner to do having been given that warning on January 9th, let me help you out here immediately. They're immediately yes, tell that lawyer. You get down there and you tell those people, knock it off or we'll remove you immediately. I'd documented all of that. I might have even gone to the effort of hiring somebody to watch him to see if they were complying. And if they didn't do all of that and more violations occurred? Then I'd be beside myself and I'd have found a lawyer that said you get these people out of here now, or you at least show me something that I can take to the city and say to the straight face, I've done everything I can to try to rectify this situation instead of sitting out in Texas and doing nothing. Isn't that about what you'd be looking for? **Mr. Jackson**, that's about right. **Mr. Vukelja**, that's what I thought. What say **Mr. Vagovic**? **Mr. Vagovic**, I agree along with you the thing is the tenants also lagging its finger in the face of my client, the owner she's been adversely affected just like the city on this, and she did after, as you rightly pulled out January 9th was the date, you know the operative date here. Since then, she has acted diligently, and

we figured. We got everything we can. We are doing everything we can to remove them from the premises as soon as possible so these violations don't occur. She doesn't gain from keeping them there. This is only hurting her and she's, you know, she's undertaken all the diligent efforts she can. And we're going to remove them. **Mr. Vukelja**, OK. Alright. You have two cases as pertains to the other. Are you looking for relief on both of them? Are you looking for relief on one or the other of them? **Mr. Jackson**, Actually, yeah. That's one of the things I needed to correct. It's just taking them at the same time kind of got me giving you some confusing information on the second case, it's only been it was only filed against the owner, it was not filed against. So, on case 02-24-52, the tenant was not noticed or cited. Only on the first case. **Mr. Vukelja**, So, I entered an order in case number two against the nonexistent tenant. OK. Well, I guess I can vacate the one that the order is to case number two as to the tenant. Alright, so now I'm sorry I was asking you. If one or the other of these was the City's preference, if you will, or whatever remedy it's seeking. My assumption would be it would be case number one. Because the owner may or may not know. And at the tenant is opening the business after hours, especially from Texas. But she ought to know. And it would be reasonable to ask the tenant for confirmation that he at least had all the permits necessary. And every all the other administrative paperwork required to conduct the business. He told me he was going to be conducting there. And what I'm hearing, if nothing else, is it didn't even pass muster as far as the fire department was concerned. So as far as case number one, I have two violations. I'm finding the owner the sum of \$500 per violation. That's a total of \$1000. That's with the two violations that were testified to. And I'm putting the owner on notice. And if we're back here next month? And I'm hearing of more violations and better be very, very impressed with the effort of the owner, Council, and anyone else she wants to bring on board to help her fix this situation because absent something like that, the fines going to go up dramatically. You. Very good. Good luck to you. Mr. Vagovic, Thank you, Sir. Ms. Tran Thank you. **Ms. Reno** asked if that was for case number 2? **Mr. Vukelja** advised No, that was for case number one. Case number one, the owner is being fined the sum of \$1000. The owner has been fined the sum of \$1000. The tenant has been fined this sum of \$15,000. Case number two as far as the owner for every future violation. The respondent, the owner, will be returned to the Special Magistrate for consideration of a fine of up to \$5000 per occurrence but the only fine right now is on case number one. Some discussion occurred regarding the will fine status remaining in place for case two.

**DISPOSITION:** Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondent(s) owner in the amount of **\$500.00** dollars per occurrence for a total of \$1000 and ordered a one-time fine for the respondent(s) tenant in the amount of **\$15,000.00** dollars.

### **Case number #3 Housing Authority of Daytona Beach**

**CASE # 3 - SMG 02-24-38 - Housing Authority of Daytona Beach** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 305.3, 504.1, 605.1), at 155 Ontario Ct (112 Salt Lake). Violation(s) – Unsanitary interior surfaces, faulty electrical and defective plumbing. First Notified – 11/7/2023.

#### **No Respondent**

**Mr. Vukelja** Not seeing a responder what say the city.

**Inspector Kirk** Good Morning Sarah, Kirk Inspector with the city. My credentials are on file. This was a complaint created case that I received on July 12th of 2023 for unsanitary interior services, faulty electrical lighting, and defective plumbing. The first notification was November 7th of 23. Last site inspection was July 12th of 2023. It's in non-compliance. Staff is recommending a finding of non-compliance with compliance by the next cutoff.

**DISPOSITION:** Noting the absence of the respondent after hearing the testimony or inspector and viewing the photographs presented in evidence, I find the respondent in non-compliance and to come into Compliance by March 6, 2024 or be returned to the special magistrate for consideration of a fine up to \$1000 per day thereafter.

**CASE # 4 - SMG 02-24-40 - Trak Three LLC** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.12.d; Art. 3 Sec. 3.4.S.1; Art. 6 Sec. 6.10.G; Art. 6 Sec. 6.10.D; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.9, 604.3.1, 605.1, 605.4), at 530 Seabreeze Blvd. Violation(s) – Sign permit, missing sign letters, dirt and grime on brick floor and railings, extension cords as permanent wiring, damaged awning, deteriorated and rusted lighting, wiring exposed to water. First Notified – 10/16/2023.

**Mr. Vukelja** Anyone here for the respondent? **Mr. Vukelja**, yes sir if you would please state your name and be sworn. **Mrs. Reno**, I'm sorry, can you speak in the mic?

**Mr. Mourid Adib**

**Mrs. Reno swore in Mr. Adib**

**Mr. Vukelja** asked what is his affiliation with Track Three LLC, You, the owner, the manager? **Mr. Adib** advised he rents the building. **Mr. Jackson** advised he is the tenant. **Mr. Vukelja**, OK, you have authority to speak here on behalf of Track three LLC. **Mr. Adib**, Yes Sir. **Mr. Vukelja**, OK, alright, let's hear from our inspector, hang on one second. Do you agree these violations existed or occurred? **Mr. Adib**, Yes Sir. **Mr. Vukelja** found the respondent in non-compliance. What do you want the client to do and how much time should be reasonably required?

**Inspector Alderman** requested a finding of non-compliance and requested compliance to next cut off and all he needs to do is fix the damage awning. **Mr. Vukelja**, I find the respondent noncompliance. The city seems to think you ought to be able to have this taken care of by March 6th. What say you do that? **Mr. Adib**, I already got the company I hired the company, and they have the money. And they told him they need between four to six weeks to finish it. **Mr. Vukelja**, So, if I gave you till April 3rd, it would be done? **Mr. Adib**, maybe before that. **Mr. Vukelja**, and I assume we're going to be doing all the necessary corrective electrical work that's mentioned here as well. **Inspector Alderman** confirmed that is all done all done. **Mr. Vukelja**, OK, very good alright.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by April 3, 2024 or be returned to the special magistrate for consideration of fine of up to \$1000 per day thereafter.

**CASE # 5 - SMG 02-24-41 - 1215 N Atlantic DB LLC** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 6 Sec. 6.8.G; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.4, 304.9, 304.12, 307.1, 604.3.1.1), at 1215 N Atlantic Ave. Violation(s) – Permit required, deteriorated overhang, damaged fencing, trash & debris, overgrown landscape, exposed electrical lighting. First Notified – 8/21/2023.

**Lauren Beauchamp** works for the new management testified the owners want to fix it and need to know avenues what's required?

**Inspector Alderman** testified to the status of the case and advised everything is done except for the deteriorated overhang and obtaining a permit.

Discussion on what property this is, and it was determined a motel on the west side of A1A. Based on the Inspectors testimony and the photo's presented the property was found in non-compliance **Inspector Alderman** advised the property should be able to be in compliance by the next cut off and the Representative agree it should be okay, they just need to pull a permit? **Mr. Vukelja** advised they have to pull a permit, they probably need a contractor or an awning company or a sign company not knowing what (the damage) is and then they have to have all that done by March 6, 2024.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **March 6, 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 02-24-43 - Hajgden International College Inc** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.4, 302.7, 302.9, 304.1, 304.6, 304.2, 304.7, 308.1, 605.1), at 228 N Ridgewood Ave (Parcel # 5339-02-53-0071). Violation(s) – Unmaintained landscaping, damaged exterior walls, graffiti, dirt and grime, damaged soffit and fascia board, trash and debris, failure to repaint, exposed electrical wires. First Notified – 8/18/2023.

**Sarah Nanouh, Paul Max** technical difficulties appearing via Zoom case started with the Contractor. **Todd**

**Brasells** Contractor sworn in and advised he did not understand the violations.

**Inspector Jean-Baptiste** testified to the status of the case listing each violation. This is a vacant commercial building that is on Ridgewood Ave, he has met with owner and contractor, the work is progressing now in regard to asbestos that they found on the property at this time staff is recommending finding of non-compliance to be in compliance by the next cut off however there may be some extenuating circumstances based on permitting and everything with the asbestos. And requested to allow the respondent to speak on that.

**Mr. Vukelja** asked if his recollection pretty much comport with what the inspector had to say?

**Todd Brasells** advised Yes.

**Mr. Vukelja** found the respondent in non-compliance, and questioned if they think they would be able to come into compliance by March 6, 2024. **Mr. Brasells** advised that the soffit probably wouldn't be able to be repaired that quickly because that's going to be part of the overall project, so they are pulling a permit to renovate the building inside. He hasn't submitted that permit application yet. He has submitted the permit application to do structural repairs on the south wall because he does have the plans for that, the only reason he hasn't submitted the permit for the entire project is because he does not have the blueprints ready. The mechanical, electrical, plumbing people should be done with their section by the end of the week, then all they have left to do is the parking and he would be able to submit for the overall permit for the building. As far as the soffit getting fixed, that's probably not going to happen for at least a couple of months just based on what needs to happen first, second and third in the project. **Mr. Vukelja** asked the inspector if he was happy with the efforts so far. **Inspector Jean-Baptiste** advised yes, and they are in the process of getting everything done and as such they are willing to follow through until everything is done properly, if they have obtained all the proper permits, requested a progress report at the special magistrate's discretion. **Mr. Vukelja** asked how close do they think they're going to come to being done by April 3<sup>rd</sup>? **Todd Brasells** asked if he meant the entire building. **Mr. Vukelja** he is trying to avoid interim stuff. Discussion on what will happen and when. **Todd Brasells** suggested the whole project should be done by June. **Mr. Vukelja** advised he would see them at the April 9, 2024 meeting for a progress report to see where they stand and at that point, hope to establish a compliance date.

**DISPOSITION:** Respondent was found in Non-Compliance and case continued to **April 9, 2024** to establish a compliance date.

**CASE # 7 - SMG 02-24-44 - Daytona Ridgewood 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, 302.4, 304.1, 304.2, 304.6, 308.1, 605.1), at 200 N Ridgewood Ave. Violation(s) – Failure to remove all exterior trash and debris, failure to repair holes in wall, repair damaged gutter drainpipes, repair damaged asphalt, failure to repair parking lot, Unmaintained landscaping and overgrowth, clean dirt and grime off all exterior walls, Exposed electrical wires, peeling paint on walls. First Notified – 8/3/2023.

**Attorney Kristia Hoffman** representing Daytona Ridgewood LLC

**Attorney Ashley Rose** counsel for landowner.

**Inspector Jean-Baptiste** requested compliance by next cut off.

**Mr. Vukelja** asked counsel Attorney Kristia Hoffman is she agreed to the violation. **Ms. Hoffman** advised that yes, they do not dispute them. Respondent was found in non-compliance. **Mr. Vukelja** asked if they could be in compliance by March 6, 2024. **Ms. Hoffman** requested 90 days to reach full compliance, advised there are several violations and the need to pull permits and get contractors. They have a legal team working on it and there have been two work orders done. The landscaping issue has been resolved, there waiting on a quote for the parking lot repair. But just pulling those permits and hiring the contractor and actually get the work done they foresee taking 90 days. **Inspector Jean-Baptiste** testified that it was worth noting that this violation was observed on July 25, 2023 and the property was posted on August 3, 2023 at which point a gentleman from management staff (assumed) says that they were not going to do anything until he submitted the notice of violation. Advised that they have not gotten anywhere with the folks there. This is the Family Dollar that's on Ridgewood and per his interactions with the management does not have faith that anything will be done within 90 days because nothing has been done since August 3, 2023. **Ms. Hoffman** advised that they are aware that the case has been floating around and has not been moving up to this point and assures him that legal team is on it now, and like she advised they have submitted those two work orders, so they are getting some things moving and going to take care of it

withing 90days. **Attorney Ashley Rose** requested that Ms. Hoffman submit her contact information to her as well, stating that she has been reaching out to the tenant's contacts for several, several weeks with no avail. **Ms. Hoffman** confirmed that she would and also stated that she has not been on this case very long as well. **Mr. Vukelja** advised they don't have a good history so, since they asked for extended time, he would have them back March 12, 2024 for a progress report and if impressed with the progress then he will consider the amount of time requested and if he is not impressed with the progress then he won't.

**DISPOSITION:** Respondent was found in Non-Compliance and case continued to **March 12, 2024** for a progress report and to establish a compliance date.

**CASE # 8 - SMG 02-24-45 - Cerberus Investments 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 Valencia Ave (Parcel # 5239-08-00-0580). Violation(s) – Overgrown vacant lot including abutment area, trash, and debris. First Notified – 11/29/2023.

**No Respondent**

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

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of the inspector and the photographs put into evidence found the respondent in Non-Compliance and ordered to come into Compliance by **March 6, 2024** or be returned to special magistrate for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 9 - SMG 02-24-46 - Jonah Beaulieu** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 5 Sec. 5.3.B.2.a; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1, 302.4), at 531 N Lincoln St. Violation(s) – Unpermitted structure on vacant lot, tree debris. First Notified – 12/12/2023.

**Jonah Beaulieu** sworn in and agreed to the violation. Respondent found in non-compliance

**Mr. Vukelja** asked the inspector for a reasonable time required for compliance.

**Inspector Bostwick** advised the next cut off.

**Jonah Beaulieu** advised this was a tool shed temporarily while he is building a new construction home that he plans on storing his personal belongings tools and he even sleeps there sometimes. **Mr. Vukelja** asked if he slept in the tool shed. **Mr. Beaulieu** confirmed that he does, it's his house temporarily, and that he does have a permit that he filed with the city and its under review for the past few months. **Mr. Vukelja** asked when he was going to remedy the unpermitted structure on a vacant lot and remove tree debris. **Mr. Beaulieu** submitted the permit, advised they are stalling him with the permit and don't know why they didn't deny him, they said there's no structure on the property, so he can't have an accessory structure until there's actually a real structure. He has his structural engineering plans which he submitted to the building department which are also under review so in the meantime he would like to keep the shed on the property while he is building his house and plans on removing it once it is done. **Mr. Vukelja** advised that he does not have the authority to allow him to do that and does not know who does. If it's prohibited then it prohibited, he can't say it's not, either it is or it isn't and sounds as though its unpermitted and now the question is when it is going to be removed. **Mr. Beaulieu** advised that a landscaping company wanted Twelve Thousand (\$12,000) dollars to clear the lot and he decided to do that himself and he is getting progress done.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **March 6, 2024** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 10 - SMG 02-24-47 - Felicia Rhae Durah** 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), at George St (Parcel # 5339-47-02-0010). Violation(s) – Recreational Vehicle, cars parked on vacant lot, overgrown grass with trash and debris. First Notified – 1/5/2024.

**No Respondent**

**Inspector Bostwick** testified to the status of the case, spoke to the owner for the first time on February

9, 2024 and requested compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of the inspector and the photographs put into evidence found the respondent in Non-Compliance and ordered to come into Compliance by **March 6, 2024** or be returned to special magistrate for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 12 - SMG 02-24-50 - Earnest Deloach Jr & Delorice Ryles** 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 Clark St (Parcel # 5339-48-00-0170). Violation(s) – Overgrown vacant lot, with trash and debris. First Notified – 10/24/2023.

**No Respondent**

**Inspector Bostwick** testified to the status of the case, has had contact with the owner and requested compliance by next cutoff.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of the inspector and the photographs put into evidence found the respondent in Non-Compliance and ordered to come into Compliance by **March 6, 2024** or be returned to special magistrate for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 13 - SMG 02-24-51 - U21 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 Clark St (Parcel # 5339-68-00-0051). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 11/3/2023.

**No Respondent**

**Inspector Bostwick** testified to the status of the case, had contact with the owner and requested compliance by next cutoff.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of the inspector and the photographs put into evidence found the respondent in Non-Compliance and ordered to come into Compliance by **March 6, 2024** or be returned to special magistrate for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 14 - SMG 01-24-28 - Adams Investment Group 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, 304.7, 304.2) City Code Ch. 26 Sec. 26-294, at 201 N Adams St (Parcel # 5238-36-08-0180). Violation(s) – Trash & debris, damaged fence, dirt and grime on exterior surfaces, no rental license. First Notified – 9/22/2023.

**No Respondent**

**Inspector Garcia** testified to the status of the case, had no contact with the owner, the property is occupied. This is a rental, and the inspection is the only issue they have and it's due today at 1:00pm and requested to amend to the next cutoff to get the inspection completed.

**DISPOSITION:** Noting the absence of the respondent based on the inspector's testimony the Special Magistrate ruled to amend the current amended order of non-compliance to allow the respondents until **March 6, 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 # 15 - 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.

**No respondent**

**Inspector Clig** testified to the status of the case and advised all the violations are in compliance except the driveway and Samsula demolition has the contract, they have been paid, but they are a couple weeks out requested to amend to next cut off.

**DISPOSITION:** Noting the absence of the respondent based on the inspector's testimony the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **March 6,**

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 # 16 - 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.

**Attorney Corey Brown** present

**Inspector Yates** testified to the status of the case had progress and contact with the owner the work is ongoing, requested to amend to the April cutoff to allow the work to be complete.

Discussion on the timing of the case.

**Attorney Brown** agreed to the April cutoff.

**DISPOSITION:** In accordance with the agreement of the parties the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **April 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 # 17 - 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

**Inspector Yates** testified to the status of the case had contact and progress requested the April cut off with the understanding they will have the steps done and permit finalized by then.

**DISPOSITION:** Based on the testimony presented the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **April 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 # 18 - 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.

**Koby Betzalel** sworn in

**Inspector Stenson** testified to the status of the case and had contact with the owner and the contractor and the citizens in the area. The property has been maintained, however they just obtained approval for the rezoning on February 9, 2024. They have not applied for or been issued any permits to do any work and no work has begun. Correction the February 9, 2024 date is the date the information was entered by the building department. The only thing that has transpired is the approval and the city is asking for a fine of \$200 per day to be capped at \$25,000. Discussion on the rezoning that was required to renovate the motel. **Koby Betzalel** advised that they have done everything that was asked. **Mr. Vukelja** asked when they expect to be in compliance. **Mr. Betzalel** advised that they are still working with architect and engineering to get the plans to the current code. They are really close to getting the plans submitted. Discussion on the history of the case and the Fine that was imposed and paid in the amount of Thirty Five Hundred (\$3500.00) dollars. **Mr. Jackson** testified to the citizens who testified back in November. And that it was made clear that they needed to get going on this project and there has been submitted an email from the Deputy city manager Morris. They had to renew the PD application and they had to get site plan approval (renewed). They have not moved forward even with those approvals. **Koby Betzalel** stated that's not entirely true they have done everything they have been asked to do. **Mr. Vukelja** advised that the property is an eye sore, and it needs to be fixed and asked for dates when things are going to happen. **Koby Betzalel** hopes by 90 days they will have the permits submitted so they can start the work. They do not have the plans done and no permits. **Inspector Stenson** advised the city would like

to see permits applied for and issued. **Emily Nice sworn** Seabreeze neighborhood watch chairperson sworn in, testified to the remaining issues that have been reported to her. She has been told that there are rats in and out of the building constantly, there are six openings of the boarded window areas, that if someone was genuinely concerned about the welfare of the area that a handyman could go in and set a board in a window. Discussion on the property not being secured and seeing rats (public health hazard) going in and out of this building. **Mr. Vukelja** asked what the plans are for the building. **Mr. Betzalel** advised a Boutique Motel. **Mr. Vukelja** asked what Mr. Betzalel is going to show him over the course of the next 30 days and that's going to persuade him that they are actually doing something noteworthy. **Mr. Betzalel** advised he can show the progress they have with engineering and making the plans done. But they are working on that. **Mr. Vukelja** asked Inspector Stenson if permits applied for and obtained on a renovation like this in 30days? **Inspector Stenson** advised that he believes it is. They have had plenty of time to put together their application on their designs, they've had plenty of time to submit and have those submissions reviewed and approved. Nothing else has changed, the requirements have not changed so they should not have to go through a whole lot of changes to submit these permits. **Mr. Jackson** added that they have had experiences they know how and what's necessary. **Mr. Vukelja** added he says he worked on the Streamline, is it nice and stated that he's made local projects showpieces, he was wondering if that true or not. **Inspector Stenson** added that Streamline is an active business in the city, that's all he can tell him. **Mr. Jackson** added with that representation he should be able to make it through this process relatively smoothly. **Mr. Vukelja** stated that he was going to schedule this for a progress report at next month's meeting and in the interim the property is going to be secured to city standards and that includes getting an exterminator in there withing ten days of today's date. Failing that they will be returned to the special magistrate for consideration of a fine of up to \$1,000.00 dollars per day thereafter. They say they are going to turn this into a showpiece, if they convince him they are going to turn it into a showpiece then he will be inclined to work with them in hopes that they would give something nice and permanent for everyone in the area. Already taken care of the pool, he's not hearing any complaints about the pool. He wants the property secure to city standards there will be no openings. The inspector will be by to satisfy himself that it does meet city standards, he wants the fence maintained he wants the pool maintained and wants them to get an exterminator in there and next month with all due respect he doesn't want to hear adverbs and adjectives like progress and beautiful. He wants to hear dates and times as to what we can expect because if we come to a point where he thinks he is just being (messed around) here then the time up is because we have all looked at this for too long as it is already.

**DISPOSITION:** Continue to **March 12, 2024** for a progress report and in the interim the property is going to be secured to city standards and that includes getting an exterminator in there withing ten days of today's date. Failing that they will be returned to the special magistrate for consideration of a fine of up to \$1,000.00 dollars per day thereafter.

**CASE # 19 - SMG 01-24-22 - GEA Seaside Investments Inc** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.2.H.7.a; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC) City Code Ch. 90 Sec. 90-297; City Code Ch. 26 Sec. 26-294, at 232 N Peninsula Dr. Violation(s) – Parking in front yard, unlicensed rental property. First Notified – 10/24/2023.

**No Respondent**

**Inspector Stenson** testified to the status of the case no contact no progress requested a onetime fine for lack of rental license for \$250. And a fine in the amount of \$200 a day to a cap of \$15,000 fifteen thousand.

**DISPOSITION:** Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled the respondent pay the **\$250.00 Rental license** fee by **March 6, 2024** and fine the respondents in the amount of **\$200.00** dollars per day will go into effect **February 8, 2024** 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 # 20 - SMG 01-24-23 - Bruce Beardsley** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.8, 304.7), at 227 Williams Ave.

Violation(s) – Junk vehicle, damaged roof (soffits). First Notified – 11/3/2023. Inspector Stenson testified property is in compliance as of yesterday (February 12, 2024).

**compliance February 12, 2024**

**CASE # 21 - SMG 01-24-24 - Adiba Shuja** 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 302.1, 302.7, 302.8, 302.9, 304.6, 304.10, 304.13.2, 304.14, 304.15, 304.2, 304.3, 305.1, 305.3, 305.4, 305.6, 308.1, 308.2.2, 309.1, 504.1, 603.1, 604.3, 604.3.1.1, 605.2, 704.6.1.2) City Code C, at 530 Cannon St. Violation(s) – Outside storage, exterior sanitation, damaged fencing, junk vehicles, graffiti, damaged exterior walls, damaged stairs/decking/porch, broken windows, damaged screens, damaged exterior doors, exterior paint, missing address numbers, interior sanitation, interior surfaces (ceilings, walls), walking surfaces, interior doors, rubbish/garbage, inoperable refrigerator, infestation, damaged plumbing fixtures, mechanical equipment (stove), electrical system hazard, damaged electrical outlets, smoke alarms, failure to obtain rental license/Inspection. First Notified – 8/25/2023.

**No Respondent**

**Inspector Stenson** testified to the status of the case no contact with the owner and has been changes in the property and he has issued a stop work order for work without permits, currently nothing else has been achieved and requested a fine in the amount of \$200 a day to be capped at \$15,000 thousand.

**DISPOSITION:** Based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$200.00** dollars per day will go into effect **February 8, 2024** 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 # 22 - 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

**Mr. Vukelja** asked the inspector if the property has been secured and maintained.

**Supervisor Jones** advised that it had not and stated that they had provided a permit from the city and was received to do a maintenance replacement of some sheeting and shingles and a stop work order was posted because not only did they completely gutted the building and put up new joists and decking, framing around the exterior all without a permit. The stop work order not only posted by his inspector but also by the city official. Along with that they still haven't done the other violations with the trash and debris and securing the building also the new violation with work without a permit. **Mr. Vukelja** advised we have new construction going on and they haven't rectified any of the problems that we have been dealing with from day one. **Supervisor Jones** discussed the photos showing trash and debris and the stop work order and it being the old building. The permit was for maintenance to do minor repairs of shingles and underlayment and showed a picture of what they ended up doing taking off all the siding without a permit and took off the whole roof and framing all done without a permit. And the trash and debris and doors open and the other roofs not tarped. **Mr. Vukelja** reviewed the order confirming the items that were supposed to be done by February 7, 2024. **Mr. Hillery** testified that they put in for a permit to redo the roof, when they walked through the building it was more than just the roof. So, the roofing company did their part. They pulled those boards off to get the permit and so once all of that was done, half the roof done then waiting on the engineer stuff and still waiting on that part and then they had to stop working on the roof. **Supervisor Jones** city requesting a fine in the amount of \$250 a day to a cap of \$20,000 thousand for not tarping he buildings, trash and debris not securing the buildings to city standards and also asking for a compliance date of the May cut off for the remainder of the violation. And the stop work order was posted and the permits were cancelled for any work to be done there as it exceeded the scope of what they had requested. And continue to receive complaints from the community in regard to

the status of this property. **Mr. Hillery** they just got the site plan approved and that gave them 45 days to get engineering stuff to them on these buildings that they're currently working on right now so that means the permit should be in for since he is saying May. **Mr. Vukelja**

**DISPOSITION:** The Special Magistrate ruled to fine the respondents in the amount of **\$250.00** dollars per day will go into effect **February 8, 2024** and continue to accrue each day thereafter until the requirements are met specifically pertaining to the trash and debris the property maintenance the tarping of the building and the securing to city standards, or the amount of the fine reaches a maximum of **\$20,000.00** dollars. Further ordering this property be brought into compliance by May 8, 2024 or be

returned to the special magistrate for consideration of a fine of up to \$1,000.00 dollars per day thereafter.

**CASE # 23 - SMG 01-24-18 - Christina Jones** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.2.H.7.a; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.4, 302.7, 304.2, 304.3, 304.13) City Code Ch. 78 Sec. 78-122, at 900 Madison Ave. Violation(s) – Vehicle in yard, trash & debris, landscaping maintenance, damaged fence, damaged windows, unpainted surfaces & maintaining abutment. First Notified – 9/20/2023.

**No Respondent**

**Supervisor Jones** testified to the status of the case no contact or progress and requested a fine of \$100 a day to a cap of \$15,000 thousand dollars.

**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 **February 8, 2024** 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 # 24 - SMG 01-24-29 - BMS 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, 304.14), at 418 Pleasant St (Parcel # 5338-75-00-0451). Violation(s) – Unmaintained landscape, unsecured building (missing window glass), trash & debris, damaged/missing window screens, dirt and grime on building and facia. First Notified – 10/24/2023.

**No Respondent**

**Supervisor Jones** testified to the status of the case no contact or progress and requested a fine of \$100 a day to a cap of \$15,000 thousand dollars.

**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 **February 8, 2024** 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 # 25 - 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** city attorney advised the respondent is represented by Mr. Ebbits and he indicated that he had some court conflict, and last month they pointed out and acknowledged that he had received late, a large number of files related to the historic information that they believe may possibly have granted them some type of grandfather status and they have kept the pantry closed from the date that the notification was initiated, they have assured they would continue and maintain leaving it closed and abide by the ordinance until they determine whether or not they have a right to do otherwise so the city has no objection to continuing it one more month to March for him to finish his review and make a determination of what actions they want to take if any or how they want to try and establish if they elect to reestablish the pantry. But as of the initiation of this case once they ceased operation of the pantry it remains closed to the best of the information from the inspectors.

**DISPOSITION:** Noting the absence of the respondent and based upon the presentation of the city attorney and the magistrates understanding the use involved (Party) will not be utilized while this matter is pending and will Continue to **March 12, 2024** for the determination of compliance or Non-Compliance.

**CASE # 26 - SMG 10-23-238 - Eric L Walker Sr.** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 5 Sec. 5.3.c.19.b; Art. 5 Sec. 5.3.b.2.a.2.A; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 301.3, 302.1), at Model St (Parcel # 5338-98-02-0470). Violation(s) – Unpermitted storage sheds and structure on a vacant lot. First Notified – 5/19/2023.

**Eric Walker** sworn in

**Inspector Bostwick** testified to the status of the case requested a fine in the amount of \$250 a day to a max of \$15,000 thousand.

**Mr. Walker** testified he had tried to get help to move them, first they had to be emptied and it was like 4,000lbs of storage materials he had hauled to the landfill, so he has been actively working on it. In the middle of this his son was murdered in West Palm Beach and is dealing with a bunch there also. He is taking care of it. the couple of times he had somebody secure to do it, the guy tried to move them without a permit from the county and he didn't want to do that because they are 12ft wide and 24 ft long. They need to be on a truck with an escort in front of them. The problem is securing somebody. He's had two different companies fall through. They are both empty and the car ports removed and, requested more time to take care of them. The age of the case came up and Mr. Walker apologized and advised he is still working full time and dealing with the death of his son. **Mr. Vukelja** advised he was going to give him until April 3, 2024, that being 60 days to deal with this. **Mr. Walker** agreed he could have it done by then.

**DISPOSITION:** The Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **April 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 # 27 - SMG 01-24-08 - The Pompey Land Trust dated March 16, 2010 trustee TRSTE 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 Orange Ave (Parcel # 5339-79-00-0350). Violation(s) – Overgrown vacant lot, trash & debris. First Notified – 10/23/2023.

**No respondent**

**Inspector Bostwick** testified to the status of the case no contact or progress and requested a fine in the amount of \$ 250 a day to a maximum of \$15,000 thousand dollars.

**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 **February 8, 2024** 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 # 28 - SMG 01-24-10 - Johnnie L Daughtrey** 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 Loomis Ave (Parcel # 5339-80-03-0140). Violation(s) – Overgrown vacant lot, trash & debris. First Notified – 10/12/2023.

**Mrs. Reno and Attorney Jackson** advised a tax deed sale was conducted and was recorded the same day and we proceeded with the case without this information and are now at the imposition of a fine. Therefore, requested the case be dismissed and the city would recite the new owner for remedy of the violations. **Mr. Vukelja** Based upon the attorney's presentation he will go ahead and dismiss case SMG 01-24-10 that dismissal is without prejudice that it will be resumed or refiled as to the new owner.

**DISPOSITION:** Based upon the attorney's presentation he will go ahead and dismiss case SMG 01-24-10 that dismissal is without prejudice.

**CASE # 29 - SMG 01-24-13 - Terry Jerome Moore** 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 Forest Ave (Parcel # 5212-01-00-0900). Violation(s) – Recreational

vehicle, trash and debris, overgrown weeds on a vacant lot. First Notified – 10/11/2023.

**No Respondent**

**Inspector Bostwick** testified to the status of the case no contact or progress and requested a fine in the amount of \$ 250 a day to a maximum of \$15,000 thousand dollars.

**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 **February 8, 2024** 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 # 30 - SMG 01-24-33 - Mohammed Khabazeh** 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 836 Maley St (Parcel # 5239-02-06-0140). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 10/31/2023.

**No Respondent**

**Inspector Bostwick** testified to the status of the case no contact or progress and requested a fine in the amount of \$ 250 a day to a maximum of \$15,000 thousand dollars.

**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 **February 8, 2024** 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 # 31 - SMG 01-24-34 - Simuel F Postell** 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), at Avery St (Parcel # 5338-20-03-0393). Violation(s) – Overgrown vacant lot with trash and debris. First Notified – 11/15/2023.

**No Respondent**

**Inspector Bostwick** testified to the status of the case no contact or progress and requested a fine in the amount of \$ 250 a day to a maximum of \$15,000 thousand dollars.

**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 **February 8, 2024** 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 # 32 - SMG 11-23-275 - Blue Tourmaline Properties & Marie Adonis** 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 # 5339-65-00-0080). 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 or progress and requested a fine in the amount of \$ 250 a day to a maximum of \$15,000 thousand dollars.

**Mr. Vukelja** advised that the notes he has say add Marie Adonis.

**Mrs. Reno** confirmed that was done at the last meeting and should have come off the agenda.

**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 **February 8, 2024** 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.

**LR-1**

**SMG 02-20-21 - Crystal I LLC (Hugo F Toloza)** 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, 308.1), at Wallace St (Parcel # 5339-32-04-0150). Violation(s) – Fence and debris. First Notified – 10/23/2019. Order Imposing Fine/Lien effective March 11, 2020. \$50.00 a day to a maximum of \$15,000.00 plus

\$24.00 recording costs = \$15,024.00. Compliance none. Property Cross Encumbered by name only \*1630 Deland (Parcel 8004-01-59-0220)

**SMG 05-22-148 - Crystal I LLC (Hugo F Toloza)** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.2.H.7.A; City Code Chapter 78 Section 78-112, at Wallace St (Parcel # 5339-32-04-0150). Violation(s) – Overgrown lot, parking on the vacant lot. First Notified – 6/24/2021. Order Imposing Fine/Lien effective July 12, 2022. \$250.00 a day. = \$15,000.00, plus \$24.00 recording costs = \$15,024.00. Compliance none. Property Cross Encumbered by name only \*1630 Deland (Parcel 8004-01-59-0220)

**Supervisor Jones** testified the staff and the respondent met and can to an agreement for a partial release of lien. Mr. Toloza was unable to appear but did submit an email advising he has agreed to pay the amount \$1250.00 for each lien for a total amount of \$2,500.00. Releasing the Deland Property from this lien.

**DISPOSITION:** Granted a partial release for SMG 02-20-21 from this lien from the property at 1630 Deland upon payment of \$1250.00 and also granting a partial release for SMG 05-22-148 for the property at 1630 Deland upon another payment of \$1250.00. for a total of \$2500.00 dollars payable in 30days. failing that the full lien will remain in full force and effect

## **LR-2**

**SMG 06-21-147 - Redesign Enterprise 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.A.3; Art. 6 Sec. 6.2.H.7.A, at 550 N Ridgewood Ave. Violation(s) – No permit (plumbing & roof), parking on the grass, overgrown grass & weeds. First Notified – 5/23/2020. Order Imposing Fine/Lien effective July 8, 2021. \$200.00 a day to a maximum of \$15,000.00, plus \$24.00 recording fees = \$15,024.00 Compliance = August 2, 2023

**Attorney Keith Arago** with Bogen Muns and Muns

**Inspector Garcia** advised an agreement was reached to reduce the fine to the amount of \$5,000.00. Mr. Arago confirmed that was agreeable and acknowledged it would be payable in 30days.

**DISPOSITION:** Agree to adopt the stipulation of the parties to reduce the lien to the sum of \$5,000.00 dollars subject to that being paid in 30 days. If it is not paid in 30 days the fine and lien remain in full force and effect as is.

**MB-1 - SMG 06-22-164 - Doron Nissim TR 1915 N Atlantic Ave** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1, Violation(s) – Unpermitted work to electrical, mechanical, demo, and windows systems. First Notified – 2/24/2022. Order Imposing Fine/Lien effective August 4, 2022. \$200.00 a day to a maximum of \$20,000.00 plus \$24.00 recording fees and interest \$1,041.56 = \$21,065.56 No Compliance. Property Cross Encumbered by name only \*New Smyrna Beach, 610 Warn- Ree Cir.\*

**Doron Nissim** Sworn in

**Inspector Yates** advised the request is for a partial lien release so that they can refinance a property which will allow them to avoid bankruptcy and also shore up funds to fix some of the issues at this building, so the city takes no issue with that partial release. **Mr. Vukelja** questioned for clarification on the request, that we are requesting a partial release on what property. **Inspector Yates** confirmed that the city was requesting to release the New Smyrna Beach property from the lien encumbrance and the respondent still plans on pay the lien. **Mr. Vukelja** confirmed the address is 610 Warn-Ree Cir. And asked why are we doing this? **Inspector Yates** the city believes it would be beneficial because he currently can't refinance that property and he wants to use part of the proceeds of that refinancing to satisfy our property and is in the best interest of the city and him to be able to move forward. **Mr. Nissim** Agreed.

**DISPOSITION:** Granted a partial release of the lien in SMG 06-22-164 to release 610 Warn-Ree Cir New Smyrna Beach from the encumbrance of the lien other than that the fine and lien remain in full force and effect as is.

Recalled Lien Review #1 Mr. Toloza appeared via zoom and was sworn for **Mr. Vukelja** advised him the inspector advised there was an arrangement for him to pay both liens at the cost of \$1250.00 each and then we would release the property at 1630 Deland from the encumbrance of that lien. **Mr. Toloza** agreed and thanked him.

6. Adjournment: 1:30 PM