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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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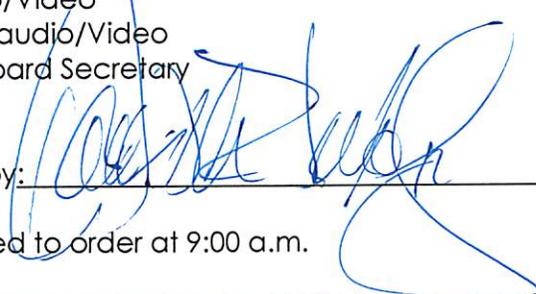
**October 14, 2025 Minutes**

Attendees:

**David A. Vukelja**, Special Magistrate

Staff present:

Ms. Melissa Diaz, Assistant City Attorney  
Mr. Denzil Sykes, Code Manager  
Mr. Mark A Jones, Code Field Supervisor  
Mr. Ronald Beeney, Code Inspector  
Mr. Roosevelt Butler, Code Inspector  
Mr. Daniel Garcia, Code Inspector  
Mr. Mark Bostwick, Code Inspector  
Mr. Tom Clig, Code Inspector  
Mr. John Stenson, Code Inspector  
Mr. Cliff Recanzone III, Code Inspector  
Ms. Lawanda Tomengo, Code Inspector  
Mr. Curtis Wiggins, Code Inspector  
Ms. Sara Kirk, Code Inspector  
Mrs. Abrianna Itani, Code Inspector  
Ms. Mariah Quinn, Code Inspector  
Mr. Kevin Yates, Code Inspector  
Mr. Joe Graves, Audio/Video  
Mr. Xavier Campbell, audio/Video  
Mrs. Kimberly Reno, Board Secretary  
Ofc. Shawna Conley

Approval of Minutes by:  Special Magistrate

The meeting was called to order at 9:00 a.m.

**Mr. Vukelja** approved the September 09, 2025 Minutes.

**Mr. Vukelja** asked if there were any announcements.

**Mrs. Reno** made the following announcements

Page 7, Case # 21 **SMG 10-25-199** - at 770 N Atlantic Ave (Parcel # 5305-01-17-0110)  
**Compliance October 13, 2025**

Page 8, Case # 23 **SMG 10-25-203** - at School St (Parcel # 5339-87-00-0090)  
**Compliance October 13, 2025**

Page 8, Case # 26 **SMG 08-25-152** - at Pine St (Parcel # 5338-93-03-0140).  
**Compliance October 13, 2025**

**Called the following cases appearing via zoom Page 9 Case # 27 & 28, Page 10 Case # 31, Page 12 Case # 38.**

**Mr. Vukelja** case number #1 moved to the end of the agenda due to it being lengthy. Advised he would be calling Lien Review number 1 out of order as there is an agreement.

**Mrs. Reno** sworn in the staff members testifying.

**Mr. Vukelja** called case #LR-1 first

**LR-1 - SMG 05-21-117 - Pelican Bay Golf Club LLC** at **370 Pelican Bay Dr.** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 6 Sec. 6.19.B; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.7, 303.1, 304.15), Violation(s) – Site appearance standards, commercial property maintenance, accessory structure (fencing), swimming pools (leaking), dilapidated exterior door. First Notified – 2/9/2021. Order Imposing Fine/Lien effective November 4, 2021. \$100.00 a day to a maximum of \$25,000.00 + \$24.00 recording fees + \$2,651.02 interest = \$27,675.01. Compliance July 22, 2025.

**Jessica Gow** attorney appearing for the respondent

**Inspector Stenson** advised **there is an agreement to a reduction to \$5,000.00. Mrs. Gow agreed.**

**DISPOSITION:** based upon the agreement of the parties, the Special Magistrate agreed to reduce the lien to the sum of the lien and fine to the sum of **\$5000.00** dollars subject to being paid within 30 days. If it is not paid within 30 days the it remains as it.

**CASE # 2 - SMG 10-25-179 - BMS Holdings LLC** at **418 Pleasant St (Parcel # 5338-75-00-0451)**. is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.10, 304.13, 304.14, 305.1, 305.3, 305.4, 305.6, 504.1, 601.2, 603.1, 605.2, 704.6.1.2), Violation(s) – Dirt & grime, faded paint, no screens/insect screens, board in frame of structure, damaged interior surfaces, damaged interior flooring, damaged toilet, no electricity, damaged A/C, missing electrical faceplates, damaged smoke alarms. First Notified – 6/16/2025.

**No Respondent**

**Inspector Itani** testified to the status of the case advising this was a complaint generated case she has had no contact with the owner and no progress on the violations.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 3 - SMG 10-25-180 - Jomar Home Investments LLC** at **340 Kingston Ave (Parcel # 5338-08-00-0310)**. is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.3, 302.4, 302.7, 304.1, 304.10, 304.12, 304.13.2, 304.14, 304.3), Violation(s) – Sanitation, peeling & fading paint, busted up driveway, unmaintained landscaping, dilapidated fence, rotted wood, dilapidated stairs, broken/missing handrails, boards on windows, missing screens, no address numbers on house. First Notified – 5/23/2025.

**Martha Isabel Plazas** appeared however does not speak English and was advised by staff we would continue the case until the next hearing in order to provide her with a translator via the court.

**Inspector Beeney** advised the respondent does not speak English and the city would need to provide a court appointed translator and requested to continue this case to the next hearing.

**DISPOSITION:** The Special Magistrate ordered this case be returned to the **November 11, 2025** meeting to be able to provide a court appointed translator for the respondent.

**CASE # 4 - SMG 10-25-182 - Seque2me LLC at 769 Alabama St (Parcel # 5238-38-00-3260).** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.7, 304.7), Violation(s) – Overgrown landscaping, dilapidated fencing. First Notified – 8/2/2025.

**No Respondent**

**Inspector Butler** testified to the status of the case advising it is a field generated case and he has had contact with the owner staff requested compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 5 - SMG 10-25-181 - Somy25 LLC at 722 Davis St (Parcel # 5309-09-05-0170).** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.13), Violation(s) – Dirt & grime, boarded windows. First Notified – 7/3/2025.

**No Respondent**

**Inspector Wiggins** testified to the status of the case advised it was a field generated case and requested compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 6 - SMG 10-25-208 - David Manoulian at 129 Vermont Ave (Parcel # 530913070215).** 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, Violation(s) – **Outside storage, carport installed (no permit)** First Notified – 7/7/2025.

**No Respondent**

**Inspector Wiggins** testified to the status of the case advised it was a citizen complaint generated case and recommended compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 7 - SMG 10-25-184 - 322 Daytona Beach LLC at 324 Seabreeze Blvd (Parcel # 5305-01-25-0010).** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A

(Ref. FBC Supp. IPMC 302.1, 304.6, 304.2, 304.9, 308.3.1), Violation(s) – Dirt & grime, damaged siding, faded & peeling paint, missing access panel, rubbish & garbage. First Notified – 7/15/2025.

**No Respondent**

**Field Supervisor Jones** testified to the status of the case advising this is a field generated case has had contact with the owner and no progress, requested compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 8 - SMG 10-25-185 - 322 Daytona Beach LLC at 326 Seabreeze Blvd (Parcel # 5305-01-25-0010).** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.10.G; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 304.6, 304.13, 304.2, 304.3, 304.7), Violation(s) – Damaged sign, dirt & grime, damaged block wall, damaged window, faded paint, rust & unpainted wood, no address numbers, damaged flashing. First Notified – 7/15/2025.

**No Respondent**

**Field Supervisor Jones** testified to the status of the case advising this is a field generated case has had contact with the owner and some progress, requested compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 9 - SMG 10-25-186 - Asp-ReadyChem LLC at 701 Magnolia Ave (Parcel # 5239-06-28-0010).** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.7, 304.13, 304.13.1, 304.13.2, 304.14, 304.15, 304.2, 305.3, 308.2, 504.1, 506.1, 604.3, 605.1, 605.2, 605.3, 702.4, 704.6.1.2 ), Violation(s) – Wood rot: rafters, siding, soffit & trim, dirt & grime, damaged fence, damaged carport & garage, damaged windows & frames, broken & missing glass, inoperable windows, no screens, damaged exterior doors & frames, peeling-faded paint, damaged interior surfaces, trash & debris, damaged-missing fixtures, incorrect sewer lines, exterior & interior electrical issues, missing electrical system for appliances, missing-damaged wall outlets, missing-damaged lighting, no egress, no smoke alarms. First Notified – 8/1/2025.

**No Respondent**

**Field Supervisor Jones** testified to the status of the case advising this is a Tenant complaint he has had contact with the owner's representative, property is vacant, requested compliance by next cut off.

**Mr. Vukelja** asked about the incorrect sewer lines. **Mr. Jones** advised they used a flex connector on the exterior to connect the sewer line instead of it being hard piped.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 10 - SMG 10-25-187 - Daytona Thunder LLC at 820 Main St (Parcel # 5304-01-08-0010).** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.2), Violation(s) – Peeling paint. First Notified – 3/26/2025.

**Paul Passamonti** sworn in agreed to the violations and was found in non-compliance

**Inspector Recanzone** advised he understood the violation could be corrected by the next cut off and **Mr. Passamonti** agreed.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 11 - SMG 10-25-188 - NDR Pahokee LLC at 1503 S Atlantic Ave (Parcel # 5316-01-00-0022).** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 303.1, 304.13, 304.13.1, 304.14, 304.2, 304.7) City Code Ch. 90 Sec. 90-297, Violation(s) – Damaged pool & deck, boarded windows, broken windows, missing window screens, peeling paint, damaged roof, no Business Tax Receipt.  
First Notified – 4/22/2025.

**No Respondent**

**Inspector Recanzone** testified to the status of the case and advised the case was a complaint driven case. Requested compliance by the next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 12 - SMG 10-25-189 - 1500 S Atlantic Ave LLC at 1500 S Atlantic Ave (Parcel # 5316-02-00-0510).** 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), Violation(s) – Unmaintained landscaping, damaged rear wall. First Notified – 11/14/2024.

**Fay Klonaris (Manager)** advised the wall violation, she has a final for that passed inspection on May 2, 2025 and the unmaintained landscaping violation has been completed except the north end where the sand from another property is coming onto her property.

**Inspector Recanzone** testified to the status of the case and confirmed the one corner still remains and it needs to be maintained like the rest of the property and requested compliance by the next cut off.

Discussion with the manager being able to find someone to get the work done and she was advised to keep the inspector up to date.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 13 - SMG 10-25-190 - D&J Global Holding LLC at 503 N Ridgewood Ave (Parcel # 5338-39-00-0010).** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 6 Sec. 2.H.7.a; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 304.14, 302.8, 304.7, 308.2.2), Violation(s) – Outside storage, multiple vehicles parking on unimproved surface, damaged exterior walls, damaged or missing insect screens, damaged gutters, refrigerator (life safety). First Notified – 7/15/2025.

**No Respondent**

**Inspector Stenson** testified to the status of the case and advised this was a complaint driven case, listed the violations and one being the storage of a refrigerator outside, requested the refrigerator be deemed a life safety issue. and the rest be in compliance by the next cut off

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and with regard to the refrigerator it was ordered to have that removed within seven days or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day. Ordered the balance of the violations to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 14 - SMG 09-25-169 - Monica Vitale-Tan at 934 N Grandview Ave (Parcel # 5305-01-45-0150).** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.13.1, 304.14, 605.4, 304.1.1, 304.13), Violation(s) – Railing installed (no permit), damaged and missing screens; damaged wiring from power supply pole to the building, broken and boarded windows. First Notified – 5/28/2025.

**No Respondent**

**Inspector Stenson** testified to the status of the case advised this was a complaint driven case the power supply issued was resolved he has had contact and slow progress and requested compliance by next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 15 SMG 10-25-193 - Bay Apts LLC at 1225 S Beach St Bldgs. 1201, 1203, 1205, 1207, 1209, 1211, 1217, 1219, 1237, 1247, 1251, 1255, and 1259.** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 304.12, 304.14, 304.2, 304.7), Violation(s) – Damaged & missing siding, rotted wood, unsecured/loose guardrails, damaged & missing window & door screens, faded exterior doors, unpainted replaced wood, damaged roof edges and rain gutters. First Notified – 3/18/2025.

**Amy Culligan & Joesph Mahar** Regional Operations Manager for Florida sworn in, agreed to the violations and found in non-compliance. **Inspector Garcia** testified he believed they could be in compliance by the next cut off. **Mr. Vukelja** referred to the respondents, that would be November 5, 2025 asking what they thought about that. **Mr. Mahar** advised with some exceptions there may be some delayed time with some of the things, they walked through the property a few times and they were able to address some of the issues and get some of the buildings cleared. With the amount of work that needs to be done he advised he may need some extended time for that. **Inspector Garcia** is good with that request and agrees that he has some of the buildings in compliance and he also advised he just got a final on parking lot permit which the inspector will check on. **Mr. Mahar** is getting extensions on other permits as well for other issues so he may need a little bit more time. The building units that **came into compliance** so far are **1205, 1207, 1209, and 1217.**

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **January 7, 2026** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 16 - SMG 10-25-194 - 1825 Brentwood Road Inc at 1541 S Ridgewood Ave (Parcel # 5340-02-00-0010).** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.7, 304.2, 308.1), Violation(s) – Overgrown branches, no ground covering, damaged cement columns, trash &

debris, damaged fence, dirt & grime on exterior surfaces, rubbish & garbage. First Notified – 6/12/2025.

**No Respondent**

**Inspector Garcia** testified to the status of the case and advised this was a Field Generated case property was posted and signed for.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 17 - SMG 10-25-195 - Project Jupiter NLP LLC at 1420 Beville Rd (Parcel # 5330-05-00-0010).** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6), Violation(s) – Damaged exterior wall. First Notified – 6/23/2025.

**No Respondent**

**Inspector Garcia** testified to the status of the case and advised this was a Field Generated case, property was posted and signed for. Requested compliance next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 18 - SMG 10-25-196 - Daytona Ridgewood LLC at 200 N Ridgewood Ave (Parcel # 5339-90-25-30080).** 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, 302.4), Violation(s) – Overgrown landscaping, trash & debris. First Notified – 8/7/2025.

**Saline Vasquez** Sworn in Represents Family Dollar (Tenant)

**Inspector Garcia** testified that compliance should be done by next cut off.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 19 - SMG 10-25-197 - Abigail L Fichter at Tennessee St (Parcel #5238-38-00-2260).** 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, Violation(s) – Unmaintained vacant lot, trash & debris. First Notified – 5/8/2025.

**No Respondent**

**Inspector Bostwick** testified to the status of the case advising it is a field generated case property, remains in non-compliance, has had no contact with the owner requested compliance next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 20 - SMG 10-25-198 - Carol Linda & Charlie Connell Jones at 1036 Cedar Highlands Blvd (Parcel # 5211-20-00-0380).** 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, Violation(s)  
– Unmaintained vacant lot, trash & debris. First Notified – 7/2/2025.

**Carol Linda Jones** sworn in agreed to the violations

**Inspector Bostwick** testified advising they can be in compliance by the next cut off. **Mrs. Jones** advised the property is still in her mom and dad's name. Silus and Vera Jones and they are deceased. **Mr. Vukelja** ask if anyone was going to bring the property into compliance. **Mrs. Jones** advised she had had someone and it was raining and he wasn't able to finish it. Respondent was asked if she could get it done in three weeks and she agreed.

**DISPOSITION:** Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

Staff confirmed for the respondent she is the owner of the property and advised her and referred her to the Volusia County property Appraisers.

**CASE # 22 - SMG 10-25-202 - GH Daytona Beach FL LLC** at **Magnolia Ave (Parcel # 5339-17-00-0050)**.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, Violation(s) – **Unmaintained vacant lot, trash & debris**. First Notified – 8/11/2025.

**No Respondent**

**Inspector Bostwick** testified to the status of the case advising it is a field generated case property, remains in non-compliance, has had no contact with the owner requested compliance next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 24 - SMG 10-25-204 - Angela Moodie**, at **Redwood St (Parcel # 5212-01-00-1050)**. 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 Violation(s) – Unmaintained vacant lot, trash & debris. First Notified – 8/26/2025.

**No Respondent**

**Inspector Bostwick** testified to the status of the case advising it is a field generated case property, remains in non-compliance, has had no contact with the owner requested compliance next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 25 - SMG 10-25-205 - Susie May Williams** at **Fulton St (Parcel # 5338-70-00-0330)**. 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 301.3, 302.1), Violation(s) – Outside storage, unmaintained vacant lot, trash & debris. First Notified – 8/27/2025.

**No Respondent**

**Inspector Bostwick** testified to the status of the case advising it is a citizen complaint generated case property, remains in non-compliance, has had no contact with the owner requested compliance next cut off.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**CASE # 27 - SMG 09-25-165 - Deanalisa Delmoral & Joshua Bennett** at **Marion St (Parcel # 5339-21-02-0051)**. is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1, Violation(s) – Work without permit (fence). First Notified – 3/24/2025.

**Joshua Bennet & Deanalisa Delmoral** appeared via zoom

**Inspector Bostwick** testified to the status of the case advising since last hearing he has had no contact or progress and staff requests a fine of \$250 a day to a cap of \$15,000.

**Mr. Bennet** requested another few weeks to get into compliance advised he had to get a contractor put a permit in for the after the fact permit. And thinks it should be in compliance by then. **Mr. Bennet** confirmed he already has the contractor and because it is multi-unit he could not do it himself and is now just waiting for the contractor to submit the after the fact permit. **Inspector Bostwick** advised the permit department advised the permit was submitted and they have been waiting for a rebuttal from the respondents which they never received, and this has been going on since April 28, 2025. The options are to get the contractor to get the after the fact permit finalized or take the fence down. Inspector Bostwick advised the next case also regarding the fence being put up without a permit around the other property next to this one. Inspector Kirk came up and discussed case #28 before Mr. Vukelja made a ruling.

**DISPOSITION:** Based on the inspector's report the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **November 5, 2025** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 28 - SMG 09-25-164 - Deanalisa Delmoral & Joshua Bennett** at **532 Magnolia Ave (Parcel # 5339-21-02-0050)**. is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1, Violation(s) – Work without permit (fence). First Notified – 5/5/2025.

**Joshua Bennet** appeared via zoom previously sworn in.

**Inspector Kirk** testified to the status of the case and stated she has had contact and permit was returned for corrections as it needed a survey and a contractor due to it being a rental property. That information was never received, and the permit was denied and recommended a fine in the amount of \$100 a day to a cap of \$15,000.

**DISPOSITION:** Based on the inspector's report the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **November 5, 2025** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 29 - SMG 05-25-80 - Atlantic County O3 LLC** at **124 Emmett St.** 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. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.7, 302.8, 304.6, 304.14, 304.3, 304.7, 305.3, 308.1, 504.1, 505.4, 602.2, 603.1, 605.1, 704.6.1.2), Violation(s) – Unmaintained landscaping, outside storage, dirt & grime, no permit (stairs), trash & debris, junk vehicles, damaged shed and garage, damaged exterior wall, no screens, no address numbers, damaged roof, damaged interior

surfaces, interior trash & debris, plumbing issues, inoperable water heater, inoperable heater, inoperable appliances, inoperable electrical, no smoke detectors. First Notified – 1/3/2025.

**No Respondent**

**Inspector Itani** testified to the status of the case and stated she has had contact there's still no progress, and the city is still in the process of buying the property. Recommended to amend to the January cut off per Ken Thomas with the redevelopment department.

**DISPOSITION:** The Special Magistrate ruled to continue the case to the **January 13, 2025** meeting for the imposition of a fine.

**CASE # 30 - SMG 09-25-162 - Darlene Brand Est & Steven Jelinek at 438 S Segrave St (Parcel # 5339-43-00-0020).** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.7, 302.8, 304.6, 304.10, 304.12, 304.13.2, 30.14, 304.15, 304.2, 304.3, 304.7, 305.2, 305.3, 305.4, 305.6, 403.5, 503.4, 504.1, 505.3, 602.3, 605.2, 704.6.1.2), Violation(s) – Exterior sanitation, damaged fence, junk vehicle, damaged siding, dilapidated stairs, handrails missing, windows unopenable, screens missing, damaged exterior doors, peeling paint, address numbers missing or not visible, damaged/missing soffit and fascia, roof debris, damaged walls/ceiling, damaged floor tiles, damaged doors, improper dryer ventilation, damaged bathroom floor, dilapidated plumbing, no water supply, dilapidated heating unit, broken electrical outlets, no smoke alarms. First Notified – 7/10/2025.

**No Respondent**

**Inspector Wexelberg** testified to the status of the case advising it is a field generated- Police Warrant. property remains in non-compliance, since last hearing has had no contact with the owner, property is still occupied, staff recommended a fine in the amount of \$100 a day to a cap of \$15,000.

**DISPOSITION:** Noting the absence of the respondent and 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 **October 9, 2025** 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 08-25-142 - John A McCafferty at 312 Loomis Ave.** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 6 Sec. 6.19.A.4; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.14, 304.3, 304.7), Violation(s) – Unmaintained landscaping, outside storage, peeling paint, decayed garage doors(bottom), dirt & grime, damaged screens, no address numbers, damaged roof (covered with tarp). First Notified – 3/13/2025.

**John McCafferty** appeared via zoom sworn in

**Inspector Beeney** testified to the status of the case and stated he has had contact there's been progress with the property requested to amend to the January cut off.

**John McCafferty** advised January is good for him he has roofing contractors showing up today and tomorrow to deal with the tarp. Did not qualify for assistance as it was not homesteaded and will be paying for the repairs himself.

**DISPOSITION:** Based on the inspector's report the Special Magistrate ruled to amend the current amended order of non-compliance to allow the respondents until **January 7, 2026** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 32 - SMG 03-25-50 - Egalite Real Estate LLC at 807 S Ridgewood Ave & 809.** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1, Violation(s) – Enclosing garage to living space (no permit). First Notified – 8/12/2024.

**No Respondent**

**Inspector Beeney** testified to the status of the case and stated he has had contact with the owners there's been no progress and recommended a fine in the amount of \$100 a day to a cap of \$20,000.

**DISPOSITION:** Noting the absence of the respondent and 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 **October 9, 2025** and continue to accrue each day thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$20,000.00** dollars.

**CASE # 33 - SMG 09-25-163 - Francisco Vales at 314 University Blvd (Parcel # 5305-01-21-0180).** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4.S.1; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 304.6, 304.12, 304.13, 304.14, 304.5, 304.7, 603.1), Violation(s) – No permit (remodel), damaged stucco, missing exterior handrail, rotten window frames, window screens missing, damaged soffits, clogged HVAC. First Notified – 11/2/2024.

**No Respondent**

**Field Supervisor Jones** for Inspector Quinn Testified to the status of the case per Inspector Quinns notes advising since the last hearing his inspector has had contact with the property owner and the property remains vacant with significant progress and recommended amending to the November cut off.

**DISPOSITION:** Noting the absence of the respondent and based on the inspector's report the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **November 5, 2025** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 34 - SMG 09-24-158 - R&J Estates LLC at 110 Palm PL (Parcel # 5339-71-00-0042).** is cited for failure to correct violations of The Land Development Code, Art. 3 Sec. 3.4. S. 1, Violation(s) – No permit (full renovation). First Notified – 11/8/2023.

**No Respondent**

**Field Supervisor Jones** for Inspector Quinn Testified to the status of the case per Inspector Quinns notes advising since the last hearing his inspector has had contact with the property owner and the property remains unoccupied and the application with Elevate Florida program was denied on August 6, 2025 but due to the change in regulations created by Senate Bill 180, it is less restrictive in the flood zoning, and the property owner can now apply for the after-the-fact permit and recommended amending to the January cut off. They have spoken to the Permit department and now have a contractor lined up to do the permit application.

**DISPOSITION:** Based on the inspector's report the Special Magistrate ruled to amend the current order of non-compliance to allow the respondents until **January 7, 2025** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 35 - SMG 05-25-97 - William Dennison Sr at 500 S Ridgewood Ave.** is cited for failure to correct violations of The Land Development Code, Art. 5 Sec. 5.3.C.19.b; Art. 8 Sec. 8.2; Art. 8 Sec. 8.2.A; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.4, 302.7, 302.8, 304.1, 304.12, 308.1) City Code Ch. 90 Sec. 90-297, Violation(s) – Inoperable/unregistered junk vehicles, zoning violation/non-conforming use, unmaintained overgrown property, weeds, trash and debris, dilapidated fence, outside storage, leaning hand/guard rail, No Business Tax Receipt. First Notified – 12/14/2024.

**Wesley Amos & William Dennison Sr** Sworn in Mr. Vukelja questioned the Amended order already on file and what we are here to do.

**Inspector Tomengo** following up on their business license that is currently under review, since the last hearing there's been communication with Mr. Amos. He is in the process of obtaining some state licenses that are required. Mr. Amos is the owner of the Business (The Minglers) Mr. Dennison is the owner of the property. Staff requested to continue through January to allow him the time to meet the requirements for the license application that's under review for the city. **Mr. Vukelja** advised that it sounds like the parties are in agreement.

**DISPOSITION:** The Special Magistrate ruled to continue the case to the **January 13, 2026** meeting for the determination of compliance or Non-Compliance Zoning and no BTR

**CASE # 36 - SMG 05-25-111 - Satwahe, LLC, series 2 at 464 S Ridgewood Ave.** is cited for failure to correct violations of The Land Development Code, Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.4, 304.6, 304.2, 304.9, 308.1), Violation(s) – Overgrown landscaping, weeds, trash and debris, dirt & grime, deteriorating paint (chipped/peeling/faded), damaged awnings. First Notified – 12/16/2024.

**No Respondent**

**Inspector Tomengo** testified to the status advised there were permits issued for these awnings that need to be installed, and the communication received shows the contractor telling the owner there's going to be a 12 to 14 week time frame before they can even provide a date for installation for the awnings and recommended a fine in the amount of \$100 a day to a cap of \$20,000.

**Discussion on the Contractors communication to the owner of the property being very non-committal and how they will not commit to completing the work and stating they will not even consider giving a time frame for another 12 to 14 weeks. The inspector has been provided with these communications by the owner.**

**DISPOSITION:** Noting the absence of the respondent and 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 **October 9, 2025** and continue to accrue each day thereafter until the property is in compliance, or the amount of the fine reaches a maximum of **\$20,000.00** dollars.

**CASE # 37 - SMG 04-25-68 - Sunshine Ventures & Management LLC at 999 N Atlantic Ave.** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.B; Art. 6 Sec. 6.19.C; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.7, 304.2), Violation(s) – Unmaintained landscaping, boarded windows and doors over 120 days, dilapidated fencing, peeling paint. First Notified – 1/22/2025.

**No Respondent**

**Inspector Stenson** testified to the status of the case advising since the last hearing no contact no progress and would like to set the compliance for the next cut off.

**DISPOSITION:** Noting the absence of the respondent and based on the inspector's report the Special Magistrate ruled to amend the current amended order of non-compliance to allow the respondents until **November 5, 2025** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 38 - SMG 05-25-77 - Daytona Beach MHP LLC at 622 N Beach St.** is cited for failure to correct violations of The Land Development Code, Art. 6 Sec. 6.19.A.3; Art. 6 Sec. 6.19.B; Art. 9 Sec. 9.2.A (Ref. FBC Supp. IPMC 302.1, 302.5, 302.7, 605.4), Violation(s) – Outside storage, unmaintained commercial property (sanitation), rodent harborage, dilapidated fencing, improper wiring (extension cords from trailer to shed). First Notified – 2/24/2025.

**Attorney Patrick Boylan & Jordan Parker & Frankie Yanes** Manager for property sworn in

**Inspector Stenson** testified to the status of the case advising since the last hearing has had contact with the property owner, and everyone involved, there is fence permit under review and requested to amend to the January cut off to get the fence installed as it is a large fence. **Attorney Boylan** agreed that it should be done before the January cut off.

**DISPOSITION:** Noting the absence of the respondent and based on the inspector's report the Special Magistrate ruled to amend the current amended order of non-compliance to allow the respondents until **January 7, 2026** to come into compliance or be returned to the special magistrate for consideration of a fine up to \$1,000 per day thereafter.

**CASE # 39 - SMG 09-25-175 - Darren Offman** at **119 S Helme Pl (Parcel # 5339-01-23-0043)**. is cited for failure to correct violations of The Land Development Code, Art. 4 Sec. 4.7; Art. 5 Sec. 5.2.A.3, Violation(s) – Pallets stored on site & loading pallets on vehicles. First Notified – 7/25/2025.

**No Respondent**

**Neighbor came forward Robert Young property owner next door sworn in**

**Field Supervisor Jones** testified to the status of the case first notified July 25, 2025, since last hearing, no contact with the owner this is a nuisance property that is a blight to the community. The city continues to receive complaints on this property. The owner continues to operate a pallet storage and shipping business out of this vacant lot. The inspector believes it to be a Shipping of pallets business. This is not permitted in the redevelopment Midtown RDM1 zone and recommended a fine in the amount of \$1000 a day with a cap of \$15,000. **Mr. Vukelja** questioned the amount of the fine. Inspector Jones They have been fined previously for this outside storage and business, and they continue to operate it. **Mr. Vukelja** previous experience specifically with regard to fines hasn't done anything to stop or ameliorate the respondents' violations. **Robert Young testified these properties have been like this for three years he has \$100,000 in liens and fines and he doesn't care. The city is not doing anything to clean these up. It's not just one case. It's case 39, 40, and 41, and the same statute you're using to fine him you can use to close these lots down and fix our neighborhood, it's a dump and his property value is in the toilet, he couldn't even sell his property. Described the noise of the forklift beeping and semi-trucks running up and down the street at 7am in the morning.**

**DISPOSITION:** Noting the absence of the respondent and based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$1000.00** dollars per day will go into effect **October 9, 2025** 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.

Mr. Vukelja confirmed the connection of the cases 39, 40 and 41.

**CASE # 40 - SMG 09-25-176 - Daytona Universal Trucking Inc** at **550 Foote Ct (Parcel # 5339-21-01-0070)**. is cited for failure to correct violations of The Land Development Code, Art. 4 Sec. 4.7; Art. 5 Sec. 5.2.A.3, Violation(s) – Zoning violation-storage and distribution of wood pallets. First Notified – 7/25/2025.

**No Respondent**

**Field Supervisor Jones** testified to the status of the case first notified July 25, 2025, since last hearing, no contact with the owner this is a nuisance property that is a blight to the community. The city continues to receive complaints on this property. The owner continues to operate a pallet storage and shipping business out of this vacant lot. There is a brand new house to the right of it and compared the pallets stacked up next to the new home. recommended a fine in the amount of \$1000 a day with a cap of \$15,000.

**DISPOSITION:** Noting the absence of the respondent and based on the testimony of the inspector and photographs presented, the Special Magistrate ruled to fine the respondents in the amount of **\$1000.00** dollars per day will go into effect **October 9, 2025** 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 # 41 - SMG 09-25-177 - Daytona Universal Trucking Inc at Foote Ct (Parcel # 5339-23-02-0021).** is cited for failure to correct violations of The Land Development Code, Art. 4 Sec. 4.7; Art. 5 Sec. 5.2.A.3, Violation(s) – Pallets stored on trailer and truck, equipment and vehicles on lot. First Notified – 7/25/2025.

**No Respondent**

**Field Supervisor Jones** testified to the status of the case first notified July 25, 2025, since last hearing, no contact with the owner this is a nuisance property that is a blight to the community. The city continues to receive complaints on this property. Mr. Youngs house is to the left of this property and was pointed out via picture. Next to all those trucks with all those pallets on them. This is not a permitted use in the redevelopment Midtown RDM-1 zone staff recommended a fine in the amount of \$100 a day with a cap of \$15,000.

**DISPOSITION:** Noting the absence of the respondent and 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 **October 9, 2025** 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.

**City Attorney Diaz** addressed the witness and advised they would have to go to court to get a foreclosure and this jurisdiction does not have the authority. And if he would like to speak to her office afterwards he can do that.

**Mr. Young** advised he spoke to Mr. Sykes who Spoke to her or someone at the attorney's office and they are working on a more permanent solution, and he has the email from five months ago and nothing has been done!

**Mr. Vukelja** advised for those instances the city commission are the ultimately the only ones that have the authority to authorize anybody to initiate any kind of foreclosure proceedings on the city's behalf, or the can appoint special counsel for that purpose. It's been a while since he heard of them doing it, but he heard of them doing it on occasion, doesn't want to get his hopes up but his point is the city commission does have the authority. **Mr. Young** responded that yes he understands and the statute says the **Code Enforcement board** actually has the authority to refer this to the City Attorney for the city attorney to do the foreclosure on. **Mr. Vukelja** advised that as far as these fines go, if he has the authority, He is referring these matters to the city attorney for foreclosure proceedings. For whatever clout that has.

**CASE # 6 - SMG 10-25-208 - David Manoulian at 129 Vermont Ave (Parcel # 530913070215).** 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, Violation(s) – **Outside storage, carport installed (no permit)**  
First Notified – 7/7/2025.

**David Manoulian** sworn in agreed to the outside storage and was found in non-compliance

**Field Supervisor Jones for Inspector Wiggins** advised he should be in compliance by the next cut off and he needs to remove all the outside storage and either remove the carport he installed without a permit or get a permit to get the carport approved. **Mr. Manoulian** advised the carport has been there forever. Discussed his parcel is the las residential parcel on a development the city wants. **Mr. Vukelja** Talk to the inspector about what needs to be done by November 5, 20225 or you'll be returned to the Special Magistrate for a fine of up to \$1000 a day thereafter.

**DISPOSITION:** Noting the absence of the respondent based upon the testimony of our inspector and the photographs presented, Respondent was found in Non-Compliance and ordered to come into Compliance by **November 5, 2025** or be returned to a subsequent meeting for consideration of the imposition of a fine up to \$1,000 per day.

**Called case number #1**

**CASE # 1 - SMG 10-25-178 - Thomson Holdings Enterprises LLC at 345 8th St (Parcel # 5337-01-00-0490)**, is cited for failure to correct violations of The Land Development Code, City Code Ch. 110 Sec. 110-2, Sec. 110-37, Sec. 110-38, Sec. 110-39, Sec. 110-9, Violation(s) – Non-Compliance with towing ordinances. First Notified – 8/28/2025.

**Derik Thomson Owner** sworn in then confirmed he is the owner **Thomson Holdings Enterprises LLC** who owns **Volusia County Towing**.

**Attorney Diaz** advised we need to address a procedural matter. Requested to Amend the title to include Derek Thomson and Volusia County Towing as there was a scrivener's error. **Mr. Vukelja** asked Mr. Thomson what his affiliation to Volusia County towing was and it was confirmed the Owner and that Thomson Holdings Enterprises LLC owns Volusia County Towing. **Mr. Vukelja** ordered the names on the notice of violation be amended to include **Volusia County Towing** and **Derek Thomson**. **Attorney Diaz** presented an evidence binder and a speech to the Special Magistrate the Secretary and the Owner Mr. Thomson. **Mr. Vukelja** advised anyone that was going to testify to come forward and be sworn in. **Mr. Thomson** advised he requested this information back on September 3, 2025. Mr. Sykes advised him to let everyone get sworn in before he continued. **Mr. Vukelja** advised **Mr. Thomson** he could relax and his rights would not be violated, and he would get the time he needed, and requested the secretary to get the names and swear everybody in. **Sgt. Shawna Conley, Officer Jonathan Abate, Detective Ashlyn Cooper and Ashley Thompson** all sworn in together at this time. **Attorney Diaz** presented with and read an Irreparable/Irreversible speech that she has presented as evidence as her opening statement. **Mr. Vukelja** gave **Mr. Thomson** an opportunity to give an opening statement **Mr. Thomson** advised he did not agree with any of it, they take debit card, credit card, cash and Zell. And if people call they will get their car back within one hour. **Mr. Vukelja** confirmed the respondent is denying the allegation that you require or compel the customers to pay cash. **Mr. Thomson** Some Inaudible words (every single one of them). **Field Supervisor Mark A Jones** advised they received their first notice of cease and desist on August 28, 2025 this is for the violation of the towing ordinance and **Sgt Conley** will be providing the evidence to the notices. **Sgt Shawna Conley introduced herself** has been the Code liaison for just under a year and advised she has been receiving complaints since about April of 2025 and as time goes on and people have heard that she is conducting this investigation she has been contacted numerous times inside the binder that was provided there will be a table of contents that actually will list all the cases associated with this particular hearing. The issue with this particular case is they also go to the multitude of violations that occurred in each incident. So, on the back of the table of contents you'll see a list of the violations under each subsection to try and help clarify which report covers which violation. **Sgt Shawna Conley** went on to discuss case number one which was a tow off of Seabreeze and with this particular case the vehicle was towed, when they made the phone call they were a one price and when they went to the location which is Volusia County Towing in Holly Hill they were quoted a different price. At that time, they were told they could not pay with any card they could only pay with cash; a verbal disturbance occurred with someone who identified himself as the manager. The person in this case felt they had no choice but to pay so they did. They retrieved the vehicle and left. **Sgt Conley** advised she has multiple cases that go to those similar dynamics with the tow company and the victims or individual involved in this case. Similar circumstances happened with six Daytona Beach case 25006722. Tow from a private property, a permitted parking space. When the owner of the

vehicle attempted to retrieve her vehicle, she made a phone call, was given a price. When she went to the location Volusia County Towing in Holly Hill, she was given a different price and was told she could not pay with card she had to pay with cash. Sgt. Conley advised she has a witness for the second Case Det. Cooper. **Attorney Diaz** testified that the Case one, as you see in the list of violation goes to proving the first violation 110-2, section 110-9, sections 110-38, and sections 110-39. **Sgt Conley** returned to discussing her second case and referred to tab 10. The vehicle was towed from 1381 N Clyde Morris Blvd and towed to Volusia county towing, when the operator of the vehicle went to retrieve the vehicle they were told a different price, told they could only pay cash, asked for a receipt, they were not given a itemized receipt, as required by city ordinance and a disagreement occurred and officer Cooper was actually there at the time that interaction occurred. And if you have any questions, she might be able to expand further on that. **Det Cooper** testified and advised that the vehicle that was towed was a rental vehicle for her brother that was towed to Volusia County Towing in Holly Hill. When they arrived told they had to pay by cash, so they went to go get cash. Confirmed the price seemed high for one night, no itemized receipt offered whatsoever, could not pay by card whatsoever and verbatim that the owner of that vehicle had to be present. They were flabbergasted because she was pretty sure the owner was somewhere in Texas. Referring to new law passed and asked for proof of this new law, and they provided all the needed paperwork for them to release the vehicle to them, and they were there for over six hours because they did not want to release the vehicle to them. Det. Cooper had to leave, and her brother remained for another two hours. They never produced the new law they were going by to hold the vehicle. **Attorney Diaz** advised it is House Bill 179 and it does not state what the respondent is alleging, the respondent received authorization from the rental company which gave them power of authority to pick up the car. They had written documentation of this informal power of authority which authorized under this house bill and they still denied it. There wasn't a law which allowed them to keep the car even after they received authorization from the rental company to release it. **Det Cooper** advised they couldn't even name the law for again six hours she was waiting there. The big thing there was the owner had to be there. **Mr. Vukelja** gave Mr. Thomson some instruction by asking if he had any question for the two parties who had just given testimony. **Mr. Thomson** advised they are told one price and if they pick the car up after a certain time or next day the fee will change.

**\*\*Discussion occurred** stating the difference in price was different even within an hour or two of a phone conversation and the price was more than what is allowed in the city ordinance of \$25 for outside storage. It's a difference of hundreds of dollars. When they call and are told it's \$200 and then they go and it is \$486 to pick up. Discussion on the itemization bill and the computer system Volusia County Towing uses. **Mr. Vukela** called Sgt Conley back up for a reader's digest version to the 17 cases she has in the book, what was wrong and what was the harm. What is the claim this gentleman or his company did wrong?

**Sgt Conley testified** that in case one was towed 200 blk Seabreeze when the individual called the night of the towing he was given a price of \$200 the next day he was told it would be upwards of \$400. When they went to retrieve the vehicle at the location they were told they could not make any other payment other than cash. The owner of the vehicle retrieved the money and tried to get the car out and was told it was going to be more. A witness on scene asked for an itemized list which they are allowed to do by our city ordinance, and the tow company refused. Correction (Required by the city ordinance) a disturbance broke out between the employees and the owner of the vehicle and a threat was made that if they don't pay or get off the property they were calling the police and be trespassed and felt they had no other option, they paid and retrieved the vehicle advised \$430.45 picked up at 2:11am unk who picked up or released and the list of fees on the invoice is also in violation of the city ordinance. **\*\*Discussion occurred** (Incomplete Invoice) the fees on the form vs what is allowed. Tow fee should be \$125 they charge \$135 outside storage should be \$25 they charged \$30 and provided a discount which ended up being an extra \$45 which

is a superfluous fee that she does not understand. No additional fees can be added outside of the ordinance. They also charge \$13.50 fee for the fuel which they are not allowed per city ordinance. **Mr. Vukelja** asked Mr. Thomson what he had to say and he referred to the gentlemen in an orange shirt stating that is whose name is on the invoice and that is the one who overcharged the customer. **Mr. Vukelja** asked if he was admitting his company did exactly what they just accused you of doing. **Mr. Thomson** No, he is not admitting it. He is telling the special magistrate the gentlemen pointed out previously changed the invoice. **Attorney Diaz** asked if he is a subcontractor or employee, **Mr. Thomson** stated subcontractor. **Attorney Diaz** discussed the fact that the misconduct happened with the knowledge that the drivers had the ability to change the amount and he didn't fix it. **Mr. Thomson** advised everyone has access to release a vehicle, and if he goes in his system the price may only show the \$200. And he may have records going back 10 years and this is the first he is hearing about this(right now). **Attorney Diaz** asked if he was notified back in April notifying him that this behavior was happening. **Mr. Thomson** Advised he found out about this issue from a code enforcement letter. **Attorney Diaz** stated she would like to introduce impeachment evidence. **Mr. Vukelja** advised we are not doing that and called for a break

Break at 11:07 am Returned 11:20

New Witnesses Sworn in Jamie Banks, James Banks, Charles Nedley

**Attorney Diaz** stated she had impeachment testimony before break of the respondent stating this is the first he has heard of these violations. **Mr. Thomson** advised no one has come to him not one single person. **Mr. Vukelja** spoke to Sgt Conley and questioned her presentation advising it had appeared as though it would encompass some seventeen different incidents and if he wanted to understand the significance or more importantly the materiality and relevance of those incidents, then he guesses he would need to know what the statute says as far as what a tow company is allowed to do and then he would need to know what in fact occurred. And once Mr. Thomson is presented with this information so he can prepare a proper defense, he gives him an opportunity to respond to both question you and say whatever he has to say. Mr. Thomson was advised to pay attention to this part and stated he would want to do that 17 times, is that what you (Sgt Conley) are here to do? Sgt. Conley replied "Yes, how much time do you think that would take for you to go through that, **Sgt. Conley** replied since they pretty much repeat themselves, maybe an hour. **Mr. Vukelja** questioned if Mr. Thomson was being hit with evidence today. **Sgt. Conley** confirmed his manager did put in a public records request but does not know where they stand at with receiving those records. **Mr. Vukelja** advised the book produced for this proceeding and he doesn't want anyone getting blindsided. Led to discussion which included there are four charges spread out through the seventeen different cases and those charges according to the documents providing as well as the testimony that has been presented may lead to fines up to \$60,000. Once Mr. Thomson has time to review we will come back and hear the case. Called the witness that were present.

**Ms. Ashley Thompson** lives in a low-income family housing is here on behalf of a victim who sent in a statement in case number 17, came to her residence. He came to visit her and there are no towing signs or anything of that nature where she stays, he was in the house, but his car was not. They went to get the car but it was a rental and even though the paperwork showing that his name was on there saying that he had the rental car for that weekend, they were not aloud to get the car back, her friend lost his phone, laptop, he's a business owner, couldn't work for a couple weeks, and they became very irate as well, so they also have a police report on the physical police report. Towed at 3am and they were told the owner had to be there based on a law and the owner was in California. The owner goes back at noon the next day and was not allowed to get his belongings from the car was not allowed to get the rental agreement to show he was allowed lost everything

and banned from Enterprise due to the altercation. And the only explanation was no proof of ownership of the car and never got to payment. **Mr. Thomson apologized.**

**Jamie Banks** Driver for Volusia County Towing started driving night shift. **Attorney Diaz** advised we heard drives can change the price and charge whatever they wanted at Volusia County Towing.

**Mr. Banks** stated no, he puts in the information in, it sets up the call number, the prices, the mileage, the fuel charge a letter of lien of 250 plus the tow which comes up to \$400 and change. And confirmed he does not have the ability nor know how to change the system. He advised he had problems with the owner and manager Aaron and did confront them about overcharging and they kept on bringing up a new law with rental cars. Advised, he questioned the owner after being employed for a couple months and when he questioned the manager Aaron he was advised don't ever question his authority. And never seen credit card payments.

**James Banks** helped out at the tow company son of one of the employees, testified to the pricing practices and on page 14 shows one of the pricing conflicts.

**Charlie Nedley** testified he was a driver for the company and never seen credit card payments taken, they had no way to print out the itemized receipts when he questioned the manager Aaron about the fees they told not to question him or his authority. The day Det. Cooper was there helping her brother's car out he gave them the documentation that showed they cannot hold the cars if they have the keys and the property documentation and that is the day he quit.

**Officer J. Abbate** incident is on tab 11 in the book was working a detail in the area of 600 Seabreeze Blvd. Dollar General parking lot. They had a disagreement over drop fee of one vehicle was already put down. They were talking about a drop fee and had a civil issue they were being charged \$62.50, and the city ordinance states the fee is \$25.00 and the drivers referred to Volusia County ordinance or code which allows a \$62 charge. They issued a refund and dropped the other vehicle.

**Mr. Vukelja** when we resume, he will expect a summary of the 17 occurrences and interested in the violations if there was an overcharge, what was the overcharge, what should it have been, what did it turn out being. **Mr. Thomson** will have the opportunity to question the contents of the book and bring any witnesses he would like to bring and the relief being sought is four violations and the proof is in the 17 case materials.

#### Miscellaneous Business None

Adjournment: 12:05