

**CITY OF PORT ST. LUCIE  
SPECIAL MAGISTRATE HEARING MINUTES  
JULY 11, 2012**

A SPECIAL MAGISTRATE HEARING of the City of Port St. Lucie was called to order by Special Magistrate Frank Blandino on July 11, 2012, at 9:00 a.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

Present:

- Frank Blandino, Special Magistrate
- Stefanie Beskovoyne, Assistant City Attorney
- Rusty Bedell, Chief Building Inspector
- Aaron Biehl, Code Compliance Specialist
- Greg Bender, Code Compliance Specialist
- Stephen Brasda, Code Compliance Specialist
- Brian Burdett, Code Compliance Specialist
- Toniann D'Amico, Code Compliance Specialist
- Michael Drost, Code Compliance Specialist
- Rebecca Figueroa, Code Enforcement Administrative Assistant
- Michael Lubeck, Code Compliance Supervisor
- Dennis Millward, Building Department License Investigator
- Jasmine Padova, Licensing Clerk, Building Department
- Kevin Pierce, Licensing Investigator
- Wayne Phillips, Code Compliance Specialist
- Jack Reisinger, Building Department Manager
- Anthony Veltre, Nuisance Abatement Program Coordinator
- Russell Zervos, Code Compliance Specialist
- April C. Stoncius, Deputy City Clerk

**PLEDGE OF ALLEGIANCE**

Special Magistrate Blandino led the assembly in the Pledge of Allegiance.

**OPENING**

Special Magistrate Blandino said, "You are here because you have received notice that your property is possibly in violation of a particular City Code. You have been given a certain amount of time to comply, and so far you have not done so. The hearings will begin shortly. If found in violation, you have the right to an appeal in the Circuit Court of St. Lucie County."

**APPROVAL OF MINUTES**

There were no minutes to be approved.

**OATH OF TESTIMONY**

The Deputy City Clerk administered the Oath of Testimony to the Code Compliance Specialists and Building Department employees.

**ABATEMENTS/POSTPONEMENTS**

Case 12-2641	Abated
Case 12-1881	Abated
Case 12-15546-BL	Abated
Case 12-14999-BL	Abated

**VIOLATION HEARINGS**

**CE-12-02647      GLORIA I. MARTINEZ AND WELLS FARGO BANK NATIONAL  
1673 SE FALLON DRIVE**

Code Compliance Specialist Phillips said, "This case concerns the property at 1673 SE Fallon Drive in Port St. Lucie, Florida. On March 26, 2012, an inspection was done and photos taken showing the following violation: Section 41.08(D), exterior property areas, unmaintained accessory structures. A Notice of Violation was issued on April 17, 2012. They then had until April 30, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on May 30, 2012, by certified mail. On June 29, 2012, proper service was achieved by posting the property with a Notice of Hearing. I request that the respondent, Gloria I. Martinez, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 31, 2012, and if not in compliance by that date that she be required to pay a fine in the amount of \$25 for every day the violation continues thereafter not to exceed \$2,500. The City has incurred costs in the amount of \$350 in conducting this investigation. The grass is being maintained, so it will be taken off of this order." The Special Magistrate clarified, "So the only thing that is pending is the exterior property areas." Code Compliance Specialist Phillips stated, "The fence needs to be repaired."

The Deputy City Clerk administered the Oath of Testimony to Todd Mijeck, Wells Fargo Bank, who said, "I spoke with the bank's division for Code violations, and they said they would take care of the grass. The problem with this property is that we have received a judgment on it, and it had an April sale date. However, Bank of America has this property on hold for the Department of Justice Settlement Review. We don't know when the

hold will be taken off. We have suggested to them that we renew a sale date to get the property moving, so it can be repaired. We have advised them that it is abandoned, so we believe the outside repairs can be fixed." The Special Magistrate said, "The officer has given you a compliance date of July 31, 2012. Is that enough time, or do you think you will need more time than that?" Mr. Mijeck replied, "I would ask for a little bit more time, because I know the internal structure is sometimes difficult to get things moving with the larger banks. It was difficult just to speak with their Code violation people. Perhaps the middle of August would be sufficient. It is fairly minor in terms of the structural damage." Code Compliance Specialist Phillips said, "This is the third case on this property, mainly for grass. The City has accrued the cost of mowing the grass at this property to maintain it. This is the first attempt where a bank has come in and mowed the grass. We are looking at least two years of the City mowing the grass at this property where it has sat vacant." The Special Magistrate asked, "How much money has the City expended in costs?" Code Compliance Specialist Phillips replied, "I have not looked at the previous case, but at least \$250." The Special Magistrate clarified, "There are grass fees that are outstanding." Mr. Mijeck replied in the affirmative. The Special Magistrate inquired, "Would the bank be willing to take care of this by August 15, 2012?" Mr. Mijeck responded, "I would think that they would, since it was vacant for two years. It is difficult with the foreclosure process to get out to every property, but with them being aware of the violation and fees that can accrue after that date, I would think it would be sufficient." Code Compliance Specialist Phillips stated, "They will be held accountable for any fees that the City has already incurred. We are asking for the fence to be repaired." The Special Magistrate said, "I'm willing to give you until August 15, 2012." Ms. Beskovoyne commented, "That is fine with us." The Special Magistrate explained, "We want to see compliance. If it needs two more weeks, as long as it gets done, I don't have an issue with that." Mr. Mijeck remarked, "Understood."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case CE-12-02647, my Conclusion of Law is that the violation as originally cited in the affidavit did, in fact, occur as listed therein. The violation remaining as of the last inspection is as follows: Section 41.08(D), exterior property areas, unmaintained accessory structures; fence. The alleged violator's name is Gloria I. Martinez. The property address is 1673 SE Fallon Drive. The property owner has until August 15, 2012, to come into compliance, otherwise they will be assessed a daily fine of

\$25.00 a day not to exceed \$2,500. Administrative costs in this case are \$350.00."

**CE-12-01421 COTLEUR AND HEARING INVESTMENTS, INC. 299 SW PORT ST. LUCIE BOULEVARD**

Code Compliance Specialist Drost said, "This case concerns the property at 299 SW Port St. Lucie Boulevard in Port St. Lucie, Florida. On February 28, 2012, an inspection was done and photos taken showing the following violation: Code Section 41.10(B), exterior structure in need of maintenance, and Section 41.10(I), structure in need of maintenance. A Notice of Violation was issued on March 15, 2012. They then had until April 15, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on June 6, 2012, by certified mail. On June 8, 2012, proper service was achieved by certified mail return receipt received. I request that the respondent, Cotleur and Hearing Investments, Inc., be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 31, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$50 for every day the violation continues thereafter not to exceed \$5,000. The City has incurred costs in the amount of \$350 in conducting this investigation."

The Deputy City Clerk administered the Oath of Testimony to Donaldson E. Hearing, Cotleur and Hearing, who said, "This case has a long history. We have been working very diligently to compel the project to move forward to development in the normal course of business. I am the Land Planner, and have been working in this business for a long time. Things do take some time. I have a timeline. (**Clerk's Note:** A copy of the timeline was submitted to the Special Magistrate, and is attached to the minutes). We entered into a contract to purchase the note on this property in September of 2011. During that time, we did our due diligence, and met with Code Enforcement to determine what the outstanding issues were. There were violations issued to RBC Bank, and we compelled them to begin to address the issues. One of the requirements was that the City wanted the existing car wash building, and the existing outside of the gas station to be boarded up. All of that occurred, and there were some outstanding fines that were settled. We actually closed on the judgment of foreclosure in November of 2011. Immediately after that, we filed petitions to the City because the site had been vacant for three years. In order to do anything on the site, we had to renew the existing development approvals to the site. We filed the application, paid a lot of money, and had all of the Special Exceptions approved by the City Council in January of

2012. Part of deal with RBC Bank was that they were to address all of the outstanding issues, including the outstanding fines with the City. We compelled them as a part of our closing to pay those fees, and settle it in January of 2012."

Mr. Hearing continued, "In February of 2012, we went through with the foreclosure sale at the St. Lucie County Courthouse. It took until March 26, 2012, for a clear title to be delivered from the St. Lucie County Clerk of Court. At that point, we had no right to enter the site other than to do the required landscape maintenance. One of the conditions of the January 9th City Council approval was before the property owner could do anything from a development perspective, they had to record a plat. It was submitted on March 28, 2012, and was approved by the City Council on June 11, 2012. We recognize that this particular site is highly visible and is very important to the City. We have a lease with one of our tenants that will be rebranding this facility. The lease was signed on June 22, 2012, and the effective date is August 1, 2012. It will be a Shell Gas Station, and we will be redoing the canopy and all of the painting. We will also be re-landscaping the site in order to show good faith. **(Clerk's Note: A Landscape Plan was submitted to the Special Magistrate, and is attached to the minutes).** We have met with Code Enforcement to let them know that we are moving forward. There are certain things that we want to do logically, as we don't want to install things that we will have to tear down. We would rather invest in the property to create a sustainable property at that location. There has been some interest from the City Manager's office to focus on this site. Before we purchased it, we went through our due diligence with the City and Code Enforcement to make sure everything was addressed. We were compelled to pay the fines, and they were paid. The issue with the grass was resolved with the contractor. The conditions of the site with the canopy and painting existed when we resolved the issues in the late fall of 2011. We had a violation where RBC was required to put up boards. Then we had a violation that the boards had to come down, so there was some conflict there. We are asking for time until September 1, 2012, to have everything rebranded and re-landscaped, as we have a lease in place. We suggest fines not be imposed, because we need to put the money into the site. There is a resolution that requires us to paint the canopy, and to plat the property that was issued in January of 2012. We couldn't do anything to the site until we platted the property, which was recorded in early June of this year." **(Clerk's Note: a copy of the resolution was submitted to the Special Magistrate, and is attached to the minutes).** We are moving forward in a normal course of business continuously and there have not been delays in any of our

applications or submittals. We would ask for your consideration."

The Special Magistrate said, "This is a major undertaking. The compliance date given is July 31, 2012. You are asking for a September 1, 2012 compliance date. I don't have a problem giving you until that date, because you already have a lease signed." Mr. Hearing explained, "They had to get approval from Shell, as they granted the branding for the gas station. There is a big landscape project scheduled for Port St. Lucie Boulevard. We are proposing to have the site re-landscaped contemporaneously with it." Code Compliance Supervisor Lubeck clarified, "You will be in full compliance by September 1, 2012." Mr. Hearing said, "I see no reason why not; absolutely. We have a tenant that will be paying rent starting August 1, 2012. I would anticipate we should be in full compliance, and there won't be any concerns." Code Compliance Supervisor Lubeck asked, "You are anticipating work to start on or about August 1, 2012?" Mr. Hearing replied in the affirmative.

Ms. Beskovoyne said, "My concern is the exposed wires. It indicates in the prior minutes that the owner does not intend to install missing light poles throughout the site. It is not the tenant's responsibility." Mr. Hearing stated, "The tenant will be putting in new light poles as a part of the rebranding. We have cut everything off, and made sure that the wires from an electrical and safety perspective are taken care of. Shell has a specific light pole and standard, so we didn't want to put one in if we had to end up replacing it. Everything required to meet the City Code to operate the gas station will be in compliance by September 1, 2012." Ms. Beskovoyne said, "I'm okay with September 1, 2012, but September 2, 2012, we will be out there." The Special Magistrate remarked, "I think the gentleman is on board." Ms. Beskovoyne commented, "We are really excited to see this." Mr. Hearing stated, "We know you are, and we are just as excited. We know it is an eyesore, but everything takes time." Code Compliance Supervisor Lubeck asked, "Does the new Site Plan that you provided show light poles in the same exact location as the current ones?" Mr. Hearing replied, "Any of the light poles will be in the same location, and will be upgraded."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case CE-12-01421, my Conclusion of Law is that the violations as originally cited in the affidavit did, in fact, occur as listed therein. The violations remaining as of the last inspection are as follows: Code Section 41.10(B), exterior structure in need of maintenance, and Section 41.10(I), structure in need of maintenance. The alleged violator's name is Cotleur and Hearing,

Inc. The property address is 299 SW Port St. Lucie Boulevard. The property owner has until September 1, 2012, to come into compliance, otherwise they will be assessed a daily fine of \$50.00 a day not to exceed \$5,000. Administrative costs in this case are \$350.00."

**CE-12-02418 GREGORY J. SILVERS AND TAYLOR BEAN & WHITAKER MORTGAGE CORPORATION 610 SE DEAN TERRACE**

Code Compliance Specialist Drost said, "This case concerns the property at 610 SE Dean Terrace in Port St. Lucie, Florida. On March 21, 2012, an inspection was done and photos taken showing the following violation: Code Section 41.08(B), exterior property areas, high grass and weeds over 12 inches. A Notice of Violation was issued on April 13, 2012. They then had until April 20, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on June 4, 2012, by certified mail. On June 29, 2012, proper service was achieved by posting the property with a Notice of Hearing. I request that the respondents, Gregory J. Silvers, Taylor Bean, and Whitaker Mortgage Corporation, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 23, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$25 for every day the violation continues thereafter not to exceed \$2,500. The City has incurred costs in the amount of \$350 in conducting this investigation."

Robert LaMarsh, Attorney for Whitaker Mortgage Corporation, said, "We too have gone to final judgment on this matter. Unfortunately, the sale date has been reset because of the bankruptcy hold. Our client doesn't have the title. I have asked that it be docketed, and that we move forward to resetting a sale. If I could have a little bit more time, I will push our client to have it taken care of." Ms. Beskovoyne asked, "Has the sale been set?" Mr. LaMarsh replied, "It has not been reset. It has been on a bankruptcy hold for a very long time, but it appears that the hold has been lifted." The Special Magistrate questioned, "Are you asking for a compliance date of July 31, 2012?" Mr. LaMarsh answered, "If I could have a little more time than that, it would be great. A month from now would be good." The Special Magistrate advised, "The City can cut the grass, and there will be additional costs placed on the violation." Mr. LaMarsh remarked, "If I could have until the 31st, I will work diligently to get it done." The Special Magistrate commented, "I think we can work with that."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case CE-12-02418, my Conclusion of Law is that the violation as originally cited in the affidavit did, in fact, occur as listed therein. The violation remaining as of the last inspection is as follows: Code Section 41.08(B), exterior property areas, high grass and weeds over 12 inches. The alleged violators' names are Gregory J. Silvers, Taylor Bean, and Whitaker Mortgage Corporation. The property address is 610 SE Dean Terrace. The property owners have until July 31, 2012, to come into compliance, otherwise they will be assessed a daily fine of \$25.00 a day not to exceed \$2,500. Administrative costs in this case are \$350.00."

**CE-12-03435 JULIA STEELE 108 SW FAIRCHILD AVENUE**

Code Compliance Specialist Drost said, "This case concerns the property at 108 SW Fairchild Avenue in Port St. Lucie, Florida. On April 18, 2012, an inspection was done and photos taken showing the following violations: Section 158.211, storage or accumulation of materials, refuse, and waste materials prohibited, open storage, and Section 41.08(B), exterior property areas, high grass and weeds over 12 inches. A Notice of Violation was issued on May 10, 2012. They then had until May 23, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on June 11, 2012, by certified mail. On June 29, 2012, proper service was achieved by posting the property with a Notice of Hearing. I request that the respondent, Julia Steele, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 31, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$50 for every day the violation continues thereafter not to exceed \$5,000. The City has incurred costs in the amount of \$350 in conducting this investigation."

Jeff Kirshner, Attorney for Bank of America, said, "These folks just abandoned the property. This is the first we have heard about it, but we will clean it up if you give us 30 days." The Special Magistrate clarified, "You are asking for more time." Mr. Kirshner replied in the affirmative. The Special Magistrate stated, "The compliance date was the 31<sup>st</sup>. I don't have an objection for more time, because you indicated the bank will take care of it. It is basically two more weeks, so I'm willing to give the party a little bit more time." Ms. Beskovoyne commented, "No objection here."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case CE-12-03435, my Conclusion of Law is that the violations as originally cited in the affidavit did, in fact, occur as listed therein. The violation remaining as of the last inspection is as follows: Section 158.211, storage or accumulation of materials, refuse, and waste materials prohibited, open storage, and Section 41.08(B), exterior property areas, high grass and weeds over 12 inches. The alleged violator's name is Julia Steele. The property address is 108 SW Fairchild Avenue. The property owner has until August 15, 2012, to come into compliance, otherwise they will be assessed a daily fine of \$50.00 a day not to exceed \$5,000. Administrative costs in this case are \$350.00."

**12-14493-BL EVELYN E. HIBBERT 501 SW LUCERO DRIVE**

Investigator Millward said, "This case concerns the property at 501 SW Lucero Drive in Port St. Lucie, Florida. On September 28, 2012, an inspection was done and photos taken showing the following violation: City Ordinance 150.001, and FBC 105.1, A/C change out without a building permit. A Notice of Violation was issued on November 29, 2011. They then had until January 4, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on May 30, 2012, by certified mail. On June 28, 2012, proper service was achieved by posting the property with a Notice of Hearing. I request that the respondent, Evelyn E. Hibbert, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 31, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$25 for every day the violation continues thereafter not to exceed \$2,500. The City has incurred costs in the amount of \$350 in conducting this investigation."

The Deputy City Clerk administered the Oath of Testimony to Evelyn Hibbert. The Special Magistrate asked, "Do you understand what is going on?" Ms. Hibbert replied in the affirmative. The Special Magistrate questioned, "Did she hire a contractor to do the work?" Investigator Millward replied in the affirmative. The Special Magistrate clarified, "The contractor was supposed to pull the permit." Investigator Millward explained, "She has been calling the contractor, but he has not responded." The Special Magistrate asked, "Is he still in business?" Investigator Millward replied, "Yes. I only received the paperwork on the contract yesterday. They are in a middle of a divorce, and she was unable to get the papers." The Special Magistrate clarified, "So you hired this gentleman to do the work." Ms. Hibbert said, "He lived a couple of doors down from me, so I thought I would

give him a job. I didn't know that I had to pull a permit." The Special Magistrate stated, "She hired a licensed contractor with the understanding that he was going to do what he was supposed to do." Investigator Millward explained, "Without the paperwork, I can't see who she contracted. I need the paperwork to show us who did the work." The Special Magistrate asked, "Is there any way that you can get some paperwork? If you do, then there is some recourse." Investigator Millward commented, "I only got it yesterday." The Special Magistrate suggested, "Instead of going after Ms. Hibbert, can't we go after the contractor? This is a licensed contractor who didn't pull a permit, so we should let the Contractors' Licensing Board know." Investigator Millward said, "I didn't get any contact from her." The Special Magistrate clarified, "So you do have the paperwork." Investigator Millward replied in the affirmative. The Special Magistrate asked, "Can you review it, and we will put this on hold to see what happens with the contract before we go after Ms. Hibbert? She did what she was supposed to do." Investigator Millward responded, "I'll have to check the contract to see if he is still in business." The Special Magistrate remarked, "Let's hope so."

The Special Magistrate advised, "In the meantime, I'm going to postpone any ruling on this to see what you come up with. If you get some headway with it, hopefully, we can resolve it. If not, we will address it down the road." Ms. Beskovoyne asked, "How much does it cost to pull a permit?" Investigator Millward replied, "It is after the fact, so it would be \$150." Ms. Beskovoyne clarified, "The hearing today costs \$350." Investigator Millward responded, "Yes, because it has been going on since September of 2011." The Special Magistrate said, "It has been going on for a while, and there were notices sent. Finally, the property was posted. In spite of that, I'm still going to withhold any levying of administrative fees at this time. I'll give you some time to work on it." Ms. Hibbert stated, "Thank you, because I didn't know that he had to pull a permit. I only knew he was licensed, but he should have known. I went to his house several times, and he keeps telling me not to worry about it. He would take care of it."

**12-15036 GARY M. MILLER AND DEBORAH ROWLAND MILLER, LF ESTATE,  
305 SW TULIP BOULEVARD**

Investigator Pierce said, "This case concerns the property at 305 SW Tulip Boulevard in Port St. Lucie, Florida. On March 31, 2012, an inspection was done and photos taken showing the following violations: City Ordinance 150.001, and FBC 105.1, enclosed porch without a building permit. A Notice of Violation was issued on April 17, 2012. They then had until May 17, 2012,

to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on May 30, 2012, by certified mail. On June 4, 2012, proper service was achieved by certified mail return receipt received. I request that the respondents, Gary M. Miller and Deborah Rowland Miller, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by August 13, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$50 for every day the violation continues thereafter not to exceed \$5,000. The City has incurred costs in the amount of \$350 in conducting this investigation."

The Deputy City Clerk administered the Oath of Testimony to Gary and Deborah Miller. Ms. Miller said, "Our screen porch was taken during the hurricane. We wanted to close it in, so I went to an architect to have the plans drawn up. I paid him a portion of the money to have it done, as it was after the fact. I would like to remedy the situation, but my husband and I are on a very limited income. He has illnesses, and I can't afford to buy a permit right now. I would have to buy a demolition permit to take the walls down. I would like to rescreen it, and buy another permit to put the screen up, but unfortunately, I can't afford to buy it. It is a matter of buying medication, food, and paying our bills. It is not that I don't want to do it."

The Special Magistrate inquired, "You said you hired an architect, but why wouldn't you have done the last step?" Ms. Miller responded, "I didn't have enough money to finish paying the architect for the plans." The Special Magistrate clarified, "Then you completed the project anyway." Ms. Miller explained, "No. The only thing that is up is the T1-11." The Special Magistrate remarked, "So it is enclosed, but it is just not completed." Ms. Miller replied in the affirmative. The Special Magistrate advised, "She can go forward or she can go backwards." Investigator Pierce replied, "Correct." The Special Magistrate asked, "What is the cost of the demolition permit?" Investigator Pierce replied, "They can consult with the Permitting Department on that issue. It will be under \$200 no matter what they do." The Special Magistrate said, "I understand your situation, and the only thing that I can possibly do is to extend the date." Investigator Pierce stated, "The case began on February 14, 2012, as a result of a complaint from a Building official. At the first contact, the property owner was informed of what they needed to do. I had several conversations with them in March. I sent them a letter on April 17, 2012, and the case was forwarded to the Special Magistrate on May 18, 2012. I received another phone call from the homeowner on June 1, 2012, and explained again that they would need a demolition permit to

remove it, or an after the fact permit to keep it. I have done everything that I can, as they had two months before it was scheduled before you." Ms. Miller said, "It is not like I'm not trying to do anything. My husband has health issues. He has many medications, and is currently on disability. I'm not currently working, but I'm looking for employment." The Special Magistrate asked, "Will she need another permit to put the screen porch back up?" Investigator Pierce replied, "Not as long as the roof is an existing roof of the home, and the framework of the infill is aluminum. There was a lien on the property for a re-roof, and this was the restarting of an old case. This actually went on for quite a while, and fell through the cracks. As a result of the re-roof, we started the case again. They have had an extended period of time. This is the second case." Ms. Miller questioned, "What re-roof?" Investigator Pierce answered, "After the hurricane." Ms. Miller stated, "We hired a contractor after our roof was lost in the hurricane. There was a permit for it." Investigator Pierce said, "As long as there is no electric, plumbing, or air conditioning, we will consider it a non-structural demolition. If they wish to remove the walls immediately, we will set a compliance date for them to obtain the permit. In spite of the fact that this case has been going on a long time, we will agree to tie the administrative fees to the compliance date." The Special Magistrate said, "If you apply for the permit by the compliance date that I give you, then the administrative fees will be nonexistent. I'm inclined to give you until October 13, 2012, which is two months longer than the investigator requested, contingent on you applying for the permit by then. If you apply for the permit by then, you will only get assessed the administrative fees." Ms. Miller clarified, "They want the walls taken down now." Investigator Pierce replied in the affirmative and said, "The walls need to be removed by the August 13, 2012, compliance deadline." The Special Magistrate explained, "Remove the walls by August 13, 2012, and apply for the permit by October 13, 2012. They are not going to examine the structure, because it is a non-structural demolition." Ms. Miller asked, "We won't need a permit to rescreen it?" Investigator Pierce replied, "Right."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case 12-15036-BL, my Conclusion of Law is that the violations as originally cited in the affidavit did, in fact, occur as listed therein. The violation remaining as of the last inspection is as follows: City Ordinance 150.001, and FBC 105.1, enclosed porch without a building permit. The alleged violators' names are Gary and Deborah Miller. The property address is 305 SW Tulip Avenue. The property owners have until October 13, 2012, to come into compliance contingent on getting a permit by that date there

will be no levying of the administrative fees. Have the walls removed by the original compliance date requested by the officer, which is August 13, 2012. If you are not in compliance by that date, then the fine will start at \$50.00 a day not to exceed \$5,000."

**12-15114-BL SAMUEL J. DOINES 474 SW BELMONT CIRCLE**

Investigator Pierce said, "This case concerns the property at 474 SW Belmont Circle in Port St. Lucie, Florida. On February 29, 2012, an inspection was done and photos taken showing the following violations: City Ordinance 150.001, and FBC 105.1, A/C change out without a building permit. A Notice of Violation was issued on April 17, 2012. They then had until May 17, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on May 31, 2012, by certified mail. On June 4, 2012, proper service was achieved by certified mail return receipt received. I request that the respondent, Samuel J. Doines, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 18, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$25 for every day the violation continues thereafter not to exceed \$2,500. The City has incurred costs in the amount of \$350 in conducting this investigation."

The Deputy City Clerk administered the Oath of Testimony to Samuel J. Doines. The Special Magistrate asked, "Who did the work for you?" Mr. Doines replied, "I had a contractor do it, but I don't know where he is." The Special Magistrate questioned, "Do you have any paperwork?" Mr. Doines replied in the negative. Investigator Pierce said, "I have had a conversation with Mr. Doines about this. This case goes back to February, and it is a 2009 unit. He indicated that he did not know who did the work, but would get back to me. I sent him a letter on March 16, 2012, and had no response. On April 17, 2012, the day after the compliance date, I referred it to you. When I spoke with him, he said he was going to get the permit the next day, but I do not know if he attempted to get it." Mr. Doines stated, "I came in several times, but there must have been a misunderstanding on my part. I thought that I was supposed to pay \$75. Several things came up, and it is not anybody's fault. In the meantime, my son had brain surgery, and my time was spent on his livelihood." Investigator Pierce said, "Every conversation I have had with Mr. Doines is the same where he indicates he wants to get the permit and comply, but he cannot leave his son at home." The Special Magistrate asked, "Are you willing to get the permit?" Mr. Doines replied in the affirmative. The Special Magistrate said, "The compliance date

is July 18, 2012, which is next week. Can you get the permit by then?" Mr. Doines responded, "I'm going to get it when I leave here today." The Special Magistrate said, "If you get the permit by July 18, 2012, I will waive the administrative fees."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case 12-15114-BL, my Conclusion of Law is that the violation as originally cited in the affidavit did, in fact, occur as listed therein. The violation remaining as of the last inspection is as follows: City Ordinance 150.001, and FBC 105.1, A/C change out without a building permit. The alleged violator's name is Samuel J. Doines. The property address is 474 SW Belmont Circle. The property owner has until July 18, 2012, to come into compliance, otherwise they will be assessed a daily fine of \$25.00 a day not to exceed \$2,500. It is contingent on Mr. Doines getting the permit by the compliance date then no administrative fees will be assessed."

**12-02244 ROGER BROWNING 1125 SE PETUNIA AVENUE**

Code Compliance Specialist Phillips said, "This case concerns the property at 1125 SE Petunia Avenue in Port St. Lucie, Florida. On March 16, 2012, an inspection was done and photos taken showing the following violations: Section 41.08(B), exterior property areas, high grass and weeds over 12 inches, and Section 73.02, registration and inspection tag, unregistered recreational vehicle. A Notice of Violation was issued on April 6, 2012. They then had until April 23, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on June 5, 2012, by certified mail. On June 11, 2012, proper service was achieved by certified mail return receipt received. I request that the respondent, Roger Browning, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 31, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$50 for every day the violation continues thereafter not to exceed \$5,000. The City has incurred costs in the amount of \$350 in conducting this investigation."

The Deputy City Clerk administered the Oath of Testimony to Roger Browning. The Special Magistrate clarified, "There are two issues that have to be resolved, which are the high grass and weeds and the unregistered recreational vehicle." Mr. Browning stated, "Everything that I own is being foreclosed on. I am facing bankruptcy, and I'm legally disabled. I am waiting for the government to issue my Social Security and disability checks. I'm in a lot of pain, and I have no income. I'm

basically indigent. I am asking for the City to have mercy, as I have no money to pay my bills as it is. The grass is mowed as much as I can afford to have it done. It was just done, but with the amount of rain that we have had, I can't afford to have it done frequently. I'm trying to give the boat to my son, but he hasn't taken it yet. I need time and understanding, and hopefully, my benefits will come in soon." The Special Magistrate said, "Remove the boat to rectify that issue by selling it." Mr. Browning asked, "How?" The Special Magistrate replied, "That is something that is up to you. The bottom line is that the boat can't stay there. Does the home have a garage that you can put it in?" Mr. Browning responded, "Yes, but it is full of typical Florida junk." The Special Magistrate pointed out, "That would be an alternative. You could remove it, register it, or put it in an enclosed structure." Mr. Browning said, "I'm asking for you to not levy fines on me, because I'm so overburdened right now, as I live day to day. The most important thing to me is staying alive, and buying food. I'm asking for leniency, because accruing fines that I cannot pay doesn't make any sense." The Special Magistrate asked, "How long has the boat been back there?" Code Compliance Specialist Phillips replied, "I know it has been there since January." The Special Magistrate questioned, "Will he need to register the trailer too?" Code Compliance Specialist Phillips replied in the affirmative. The Special Magistrate said, "As far as the grass, we have a picture from July 6, 2012." Code Compliance Specialist Phillips pointed out, "The yard has been cut, but it has not been cut around the boat."

The Special Magistrate said, "The officer has given you a compliance date of the 31st of this month, but you need more time than that." Mr. Browning stated, "If my benefits from the government would come through, I could register the boat and the trailer." The Special Magistrate stated, "I can extend it until October 13, 2012, which is over two months more than the officer requested." Mr. Browning said, "That sounds fair. I appreciate it." Code Compliance Supervisor Lubeck said, "In light of the situation, three months is a long period of time. Staff recommends 30 days. If he cannot afford the boat, then possibly sell it, rather than keep it. Staff is recommending that 30 days is more acceptable." Mr. Browning said, "That is unreasonable. I take pills to stay alive, and I can't even afford those." The Special Magistrate suggested, "Maybe you should divest yourself of it." Mr. Browning stated, "I don't mean this rudely, but do you know anyone that would like to buy it?" The Special Magistrate responded, "No, but you just advertised it on TV." Mr. Browning clarified, "When I get my benefits, I will register it." The Special Magistrate said, "I will give you until October 1, 2012."

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case CE-12-02244, my Conclusion of Law is that the violation as originally cited in the affidavit did, in fact, occur as listed therein. The violation remaining as of the last inspection is as follows: Section 73.02, registration and inspection tag, unregistered recreational vehicle. The alleged violator's name is Roger Browning. The property address is 1125 SE Petunia Avenue. The property owner has until October 1, 2012, to come into compliance, otherwise he will be assessed a daily fine of \$25.00 a day not to exceed \$2,500. Contingent on getting the recreational vehicle and trailer registered, no administrative fee will be assessed. If it is not done by that date, you will be charged half the administrative fee of \$175."

**CE-12-02201 JAIPARGAS SINGH 630 NE HELICON LANE**

Code Compliance Specialist Burdett said, "This case concerns the property at 630 NE Helicon Lane in Port St. Lucie, Florida. On March 15, 2012, an inspection was done and photos taken showing the following violations: Section 41.08(B), exterior property areas, high grass and weeds over 12 inches high, and Section 41.09(A), swimming pools, spas, and hot tubs, an unmaintained pool. A Notice of Violation was issued on April 5, 2012. They then had until April 27, 2012, to bring the property into compliance as to all of the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on June 6, 2012, by certified mail. On June 8, 2012, proper service was achieved by certified mail return receipt received. I request that the respondent, Jaipargas Singh, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by July 31, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$50 for every day the violation continues thereafter not to exceed \$5,000. The City has incurred costs in the amount of \$350 in conducting this investigation."

The Deputy City Clerk administered the Oath of Testimony to Jaipargas Singh, who said, "The grass was cut last week. The pool was working fine, but I had a problem with the pump. I am waiting for a part to come in to fix the pump. The pool was blue, and the grass was cut a couple of weeks ago." The Special Magistrate clarified, "An unmaintained pool is an unmaintained pool. You can't have stagnant water." Mr. Singh explained, "Two weeks ago it was blue. There is a part in the pump that is taking a week to get." The Special Magistrate asked, "Do you have a pool service?" Mr. Singh replied, "Yes, but I am waiting for a part." Code Compliance Specialist Phillips stated, "I did an inspection yesterday, and there was a fence on the right-hand

side, which was opened. It seemed to be vacant, and the front yard is mowed. The swale area was over a foot and a half tall." Ms. Beskovoyne asked, "Are there two fences?" Code Compliance Specialist Phillips replied, "There is an inner and outer fence. The back fence around the pool is falling down, but the outer fence is secured." The Special Magistrate clarified, "So you are waiting on the part for the pump." Mr. Singh replied in the affirmative. The Special Magistrate inquired, "If the officer were to go out and make an inspection today, would he find the grass cut?" Mr. Singh responded, "The grass was cut a week ago." The Special Magistrate questioned, "Can the pool be remedied by the 31st?" Mr. Singh replied in the affirmative. The Special Magistrate asked, "Does the officer have an issue with moving the grass violation for a Review and Determination?" Code Compliance Specialist Burdett replied, "Code Compliance Specialist Phillips indicated the grass was high." Code Compliance Specialist Phillips explained, "When I went there yesterday, the grass in the swale area is over a foot and a half tall. It is still in violation." Mr. Singh remarked, "I just cut the grass a week ago." The Special Magistrate said, "I just received the clarification from the officer that it is not cut. The officer is requesting a compliance date of the 31st. You need to cut the grass by the swale area, because it is still too high. Can you take care of the violations by the 31st of this month?" Mr. Singh replied in the affirmative.

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case CE-12-02201, my Conclusion of Law is that the violations as originally cited in the affidavit did, in fact, occur as listed therein. The violations remaining as of the last inspection are as follows: Section 41.08(B), exterior property areas, high grass and weeds over 12 inches high, and Section 41.09(A), swimming pools, spas, and hot tubs, an unmaintained pool. The alleged violator's name is Jaipargas Singh. The property address is 630 NE Helicon Lane. The property owner has until July 31, 2012, to come into compliance, otherwise, they will be assessed a daily fine of \$50.00 a day not to exceed \$5,000. Administrative costs in this case are \$350.00."

The Special Magistrate asked the Code Compliance Specialists if they had any changes that they wanted to make to any of their cases.

Code Compliance Specialist Zervos said, "Case Number 12-4387, the grass was abated." Code Compliance Specialist D'Amico stated, "Case Number 12-1869, 2219 Franklin, I abated Section 41.10(B), for the exterior structure."

**SPECIAL MAGISTRATE HEARING MINUTES****JULY 11, 2012**

Ms. Beskovoyne read the cases into the record:

12-04889	Port St. Lucie Boulevard, Inc.	1597 SE Port Saint Lucie Blvd.
12-02781	Carmel Maignan	1573 SW Nervia Ave.
12-02806	Paul A. Wright	1613 SW Neptune Ave.
12-02999	Jack Fitzgerald	2282 SW Nightingale Terrace
12-03312	Elise Lin	1981 SW Gourmet St.
11-06394	Michael Rodriguez & Julie Dinneen	1441 SE Delene Court
12-00214	Riley Carneio	1701 SW Dreyfuss Blvd
12-01111	HSBC Bank USA Assoc. (TR)	1097 SW McDevitt Ave.
12-01191	Zarmin K. Archer	3651 SW Rosser Blvd.
12-01348	Mr. Battle Ruff	3873 SW La Fleur
12-01649	Emily & Robert Hobby	445 SW Kentwood Road
12-03168	Oliva & Javais Waterman	931 SW Paar Drive
12-03226	Jairam & Maharagie Persad	1671 SW Cefalu Circle
12-01523	Derek Martin	2320 SW Savona Blvd.
12-01869	Craig Galvin	2219 SW Franklin St.
12-02934	Ellen T. Smith	3013 SE Wake Road
12-03292	Craig Rhodes	2870 SE Eagle Drive
12-01805	Charles E. Olive	166 NW Curtis Street
12-03186	Deutsche Bank NA TR CO for Certificate Holders of Morgan Stanley ABS Capital, Inc.	343 NE Brasher Lane
12-03188	Joseph Palopolis	434 NE Electra Ave.
12-03287	Bank of America NA	359 NW Ferris Drive
12-04025	Joseph Palopolis	302 NE Camelot Dr.
12-01264	Denise A. Vanauken	1217 SE Airoso Blvd.
12-02677	Robert W. Sweeney	1941 SE Floresta Dr.
12-03503	Colleen A. Chittenden	1632 SE Pleasantview Street
12-04433	Anthony & Judi Boris	845 SE Sweetbay Ave
12-02666	Marilyn L. Yula, Estate	426 SW Bridgeport Dr
12-03509	Everline Albert	425 SW Dahled
12-04387	Beth C. Herold	2757 SW Ann Arbor Rd
12-14248	Pamela G. Jones	238 NE Faring Ave.
12-14563	Eric Conger	1621 SW Buffun Lane
12-11768	Coco Vista, LLC	462 SW Port St. Lucie Blvd., Units 109, 110 111 & 112
12-14600-BL	Philip L. & Donna L. Cowart	2694 SW Ace Road
12-15264	Isabelle Miller	4372 SW Elaine Court

**CERTIFICATION OF FINES**

The Special Magistrate stated, "In these cases I find that the violators are not present today, and that the violations do

exist. The violators are deemed to have admitted guilt to the violations. I further find that the violator be given the number of days recommended by the court officers on the summary sheets to come into compliance, or they may be fined the amount that is also reflected on the summary sheets."

The Special Magistrate asked, "With regard to the alleged violators who are not here today, how were they notified of the hearing this morning?" Ms. Figueroa replied, "A Notice of Hearing was sent to the violators via certified mail. If the green card was returned, it was placed in the file as due process. Ten days prior to the hearing, a Notice of Hearing was posted on the bulletin board in the lobby of City Hall. A Notice of Hearing was also posted at the property in question, along with an Affidavit of Posting for those where we did not get a green card back or the mail came back undelivered. If the certification card was not returned to the Code Enforcement Department within ten days of the hearing, posting was completed in the same manner as if the green card was returned unclaimed."

**MODIFICATION REQUESTS**

Ms. Beskovoyne said, "The cases being reviewed today have already been adjudicated to a final conclusion, and these requests are only for a possible adjustment to the existing fines owed to the City of Port St. Lucie for a Code violation, which resulted in an Order of Enforcement recorded in the public records. These cases are being heard as a matter of policy only and are not mandated by statute. The Special Magistrate has received a packet of information about each case in advance of the hearing."

**08-9238 COUNTRYWIDE HOME LOANS SERVICING & TWILA JEANS BEHRES & MELISSA A. BEHRES 2633 SE GOWIN DRIVE**

Ms. Beskovoyne said, "The current owner is Fannie Mae. The violations are high grass and a blue roof. The case was opened July 15, 2008. The hearing was on February 24, 2010, and the compliance date given was March 6, 2010. The lien was recorded on March 3, 2010. It came into compliance on April 26, 2012. The fine is \$5,000, and the \$468 administrative fee has been paid."

The Deputy City Clerk administered the Oath of Testimony to Erin Poger, EKP Realty. The Special Magistrate asked, "Are you aware the fine is \$5,000, and there are collection costs? The recording fee and administrative fee has already been paid." Ms. Poger replied, "Yes. We also paid the grass cutting fee, which was \$468. I need clarification of what the violation is. Wasn't it just for tall grass and weeds?" The Special Magistrate

responded, "There is a notation regarding the roof, but it is not on the lien order." Ms. Beskovoyne pointed out, "The order was for high grass, but it has been in violation for a blue roof." Ms. Padova advised, "It has been corrected. I just wanted to note it." Ms. Poger said, "I've had the roof replaced, in addition to the cost of other things. The 2008 case was on the previous owner of the property. The property was foreclosed on in 2010, so this has nothing to do with Fannie Mae. We are requesting a modification of at least 50%. Since we have had the property, I have brought it into compliance and replaced the roof, as well as maintained the lawn. We have a contract to close on the property. Fannie Mae has already lost a considerable amount of money on it. The grand total of the foreclosure judgment was \$248,799. The sale price of the property is \$72,900. Any money that you could help us save would be appreciated." Mr. Reisinger stated, "We do not feel that there is a hardship to reduce the lien amount." The Special Magistrate pointed out, "There were 55 site inspections." Mr. Reisinger said, "We have incurred a big cost, as it was an ongoing violation." The Special Magistrate asked, "Is it under contract?" Ms. Poger replied, "Yes. We actually were going to close yesterday, but we could not close due to the outstanding lien." The Special Magistrate said, "It sets a bad precedence if we let the banks off of the hook." Ms. Poger stated, "They inherited the violation with the property. I'm surprised the City didn't fine them for anything else." The Special Magistrate said, "I'll reduce it by 25%. The fine was \$5,000, which would bring it down to \$3,750." Ms. Beskovoyne remarked, "Collections is on top of that." The Special Magistrate said, "Collections would be 20% of that, which is around \$750. Can you take care of this within the next 30 days?" Ms. Poger replied in the affirmative.

The Special Magistrate stated, "Based on the evidence presented in this case, there is sufficient reason to reduce the total amount of the fine owed to the City to \$3,750, plus collections. Here the petitioner has 30 days to make full payment of the reduced fine, at which time the City will release the lien filed in the public record within 30 days of receipt of payment. In the event the reduced amount is not paid within the time limit set, the original total amount will remain due and payable to the City. Recording costs are charged to the petitioner. Recording costs are payable by the petitioner."

**05-3558/07-4524/09-7707 THE STUMM GROUP, LLC 1742 SE FLORESTA DRIVE**

Ms. Beskovoyne said, "The violations were high grass, open storage, mold and mildew, an unmaintained pool, and a damaged

pool enclosure. This case was opened on May 11, 2005. There were three hearing dates with three separate liens. We recommend the lien be modified down to \$1. They have already paid \$8,000 towards the total of these liens, and fixed up the house." Ms. Figueroa asked, "Is that \$1 for each lien?" Ms. Beskovoyne replied, "Yes. It would be \$3."

The Deputy City Clerk administered the Oath of Testimony to Christopher Shackleton. The Special Magistrate asked, "Can you take care of this within the next 30 days?" Mr. Shackleton replied, "I can take care of it within the next 30 seconds."

The Special Magistrate stated, "Based on the evidence presented in this case, there is sufficient reason to reduce the total amount of the fine owed to the City to \$3. Here the petitioner has 30 days to make full payment of the reduced fine, at which time the City will release the lien filed in the public record within 30 days of receipt of payment. In the event the reduced amount is not paid within the time limit set, the original total amount will remain due and payable to the City. Recording costs are charged to the petitioner. Recording costs are payable by the petitioner."

**VACATES****08-8960 L. RENEE & MATTHEW S. JESTER 2392 SE MASLAN AVE.**

Ms. Beskovoyne said, "We are requesting to vacate, because the owners let the home go into foreclosure. Therefore, at the time the lien was recorded, the bank technically owned it. We noticed the wrong parties."

The Special Magistrate stated, "Based on information discovered subsequent to action taken by the Special Magistrate on a previous date, this matter shall be vacated as having no force and effect. Any lien recorded in the public records referencing said action in these cases shall be released. Recording costs here are payable by the City."

**09-BL-10988 RICKEY L. & LINDA K. CARTER 1058 SW ECKARD STREET**

Ms. Beskovoyne said, "There was a lis pendens filed, which barred our lien." The Special Magistrate clarified, "The City had a bad lien on this case." Ms. Beskovoyne replied in the affirmative and said, "The order was recorded on March 24, 2010, and the lis pendens was prior to that date."

The Special Magistrate stated, "Based on information discovered subsequent to action taken by the Special Magistrate on a

previous date, this matter shall be vacated as having no force and effect. Any lien recorded in the public records referencing said action in these cases shall be released. Recording costs here are payable by the City."

**ADJOURN**

There being no further business, the meeting adjourned at 10:55 a.m.

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April C. Stoncius, Deputy City Clerk