

**CITY OF PORT ST. LUCIE
SPECIAL MAGISTRATE HEARING MINUTES
FEBRUARY 8, 2012**

A SPECIAL MAGISTRATE HEARING of the City of Port St. Lucie was called to order by Special Magistrate Frank Blandino on February 8, 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
Gabrielle Taylor, Assistant City Attorney
Rusty Bedell, Chief Building Inspector
Matthew Boettcher, Construction Inspector
Stephen Brasda, Code Compliance Specialist
Michael Drost, Code Compliance Specialist
Rebecca Figueroa, Code Compliance Administrative
Assistant
Chick Hendrickson, Code Compliance Specialist
Michael Lubeck, Code Compliance Supervisor
Ana Nunes, Code Compliance Specialist
Jasmine Padova, Licensing Clerk, Building
Department
Kevin Pierce, Licensing Investigator
Jack Reisinger, Building Department Manager
Anthony Veltre, Code Compliance Specialist
Margie L. Wilson, 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 - JANUARY 11, 2012

There being no corrections, the minutes were unanimously approved.

OATH OF TESTIMONY

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

VIOLATION HEARINGS

PIERCE 12-14204-BL VIRGINIA & RICARDO G. JANOHER AND JP MORGAN CHASE BANK, NATIONAL ASSOCIATION AS SUCCESSOR IN INTEREST TO WASHINGTON MUTUAL BANK FKA WASHINGTON MUTUAL BANK FA 3913 SW COVINGTON ST.

Mr. Pierce stated, "This case concerns the property at 3913 SW Covington Street in Port St. Lucie, Florida. On August 10, 2011, an inspection was done and photos taken showing the following violation: City Ordinance 150.01 and FBC 105.1, garage conversion and miscellaneous electric without a building permit, and no pool barrier. Notice of Violation was issued on September 12, 2011. They then had until October 12, 2011, to bring the property into compliance as to all the listed Code violations. Compliance was not achieved by such date, so a Notice of Hearing was furnished on January 23, 2012, by certified mail. On January 27, 2012, proper service was achieved by posting the property with a Notice of Hearing. I request that the respondents, Virginia and Ricardo G. Janoher, and JB Morgan Chase Bank be ordered to comply with the cited provisions of the City of Port St. Lucie Code by February 22, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$100 for every day the violation continues thereafter, not to exceed \$10,000. The City has incurred costs in the amount of \$350 in conducting the investigation."

Ms. Taylor said, "I see that there is a no pool barrier charge. It also looks to be unmaintained." Mr. Pierce replied in the affirmative. Ms. Taylor said, "There looks to be a shed in the backyard." Mr. Pierce said, "The shed is not necessarily an issue with us right now as much as the garage conversion." Ms. Taylor asked, "Are those extra violations that haven't even been brought yet?" Mr. Pierce replied, "The shed and the unmaintained pool will be addressed by Code Enforcement. We're specifically addressing the Building Code violations. The shed doesn't appear to be something we would pursue during this hearing." Ms. Taylor said, "I understand not during this hearing, but is this something that Code has on the Agenda today or not?" Mr. Pierce replied that he doesn't know. Ms. Taylor explained, "I'm clarifying for the respondent that it appears there are other violations that haven't yet been brought that they need to be made aware of. We're addressing the garage conversion, electrical without a building permit, and no pool barrier."

Vernesha Mayweather, on behalf of JP Morgan Chase Bank, said, "I would like to let the Magistrate know that this property is currently in foreclosure proceedings. We submitted a motion to reschedule the sale to the court. We have obtained our final summary judgment. However, we are not the owner as of yet. I request that we have additional time to remedy these issues. We sent the motion to the court on February 2, 2012. It takes a little time for them to set the hearing. Until then we are not able to address these issues." Ms. Taylor asked if anyone is living at the property. Mr. Pierce replied that the property is unoccupied. Ms. Taylor asked if the bank has filed a motion to get an order to get into the property to fix the problems. Ms. Mayweather replied in the negative. Mr. Pierce stated, "The Building Department's position with regard to the pool without a barrier is that this is an immediate life-safety issue. We would not recommend any extension of the compliance deadline beyond what is reasonable, maybe five days at the outside." Ms. Taylor said, "That is the City's recommendation."

The Special Magistrate said, "In light of the fact that there is a health-safety issue there, any extension of time wouldn't be prudent. Maybe a five day extension. I can bring that out to February 28. If it was another issue it would be a different story." Mr. Pierce said, "I would like to add one more thing; the Building Department would recommend that the miscellaneous electric be addressed." Ms. Taylor advised, "We're looking at the entire thing being addressed by that deadline."

The Special Magistrate stated, "I hereby make the following Findings of Fact: Based on the evidence presented in Case 12-14201-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: garage conversion, miscellaneous electric without a building permit, and no pool barrier. The alleged violators' names are Virginia and Ricardo G. Janoher and JP Morgan Chase Bank. The property address is 3913 SW Covington Street, Port St. Lucie. The property owners have until February 28, 2012, to come into compliance, otherwise they will be assessed a daily fine of \$100, not to exceed \$10,000. Administrative costs are set at \$350."

(Clerk's Note: The case number given on the agenda differs from the paperwork in this case.)

**PIERCE BL-14602-BL PRISA DARWIN SQUARE LLC 3255 SW PORT ST.
LUCIE BOULEVARD**

Mr. Pierce said, "This case concerns the property at 3255 SW Port St. Lucie Boulevard in Port St. Lucie, Florida. On October 25, 2011, an inspection was done and photos taken showing the following violation: City Ordinance 150.01 and FBC 105.1, tenant improvement with electric and low voltage without a building permit. Notice of Violation was issued on November 10, 2011. They then had until December 10, 2011, to bring the property into compliance as to all of the listed violations. Compliance was not achieved by such date, so a Notice of Hearing was furnished on January 23, 2012, by certified mail. On January 26, 2012, proper service was achieved by posting the property with the Notice of Hearing. I request that the respondent, Prisa Darwin Square LLC, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by February 28, 2012, and if not in compliance by that date that they be required to pay a fine in the amount of \$100 for every day the violation continues thereafter, not to exceed \$10,000. The City has incurred costs in the amount of \$350 in conducting the investigation."

The Deputy City Clerk administered the Oath of Testimony to Latasha Carey, Project Manager, who said, "I received his notice about the wall. Once I received the notice I took action. I went to the Building Department and asked them exactly what needed to be done. On the notice it just states 'wall.' Nothing was explained. When I went in they told me that there was no such violation recorded. I had an engineer come out to look at the wall for whatever action was needed. But the engineer needed more information. He went to the Building Department also, and they had no information to provide him. Instead of us cutting open the wall and getting a contractor, there was no point until we had the exact information that was needed. I've been in this store for three years. I pay to renew my license each year. I also pay Planning and Zoning, so if there was a problem, I would think that it should have been brought up earlier. I have five locations in Port St. Lucie with Metro PCS, and Mr. Pierce in my opinion has intentionally gone to my location to violate my location, because he had a problem with a door I wanted to open. I let it be known to whomever that I don't mind whatever is needed to be done, but this was just an action that was taken purposely." Mr. Pierce observed, "I would agree with the very last statement that this was an action that was taken purposely. It was taken in accordance with the performance of my duties as a Contractor Licensing Investigator. In the normal performance of my duties I surveyed the Prisa Darwin Square Shopping Center for violations regarding permits and contractor licensing. I observed the violations in the wall. I knew it was a violation because I had been at that shopping center throughout its construction process and recognized that there had been changes

made without a permit. At that point, based upon my job description and my responsibility to the FBC and the City of Port St. Lucie, I notified the tenants. I have notes in the system." Ms. Taylor asked, "When it comes to Metro PCS, you in fact noticed a pattern with their stores, didn't you?" Mr. Pierce answered, "I found two locations in Port St. Lucie within a few months that both had tenant improvements commenced without a building permit." Ms. Taylor said, "There was an indication by the respondent that there was an issue with a door not being opened. Is that related to your request to look behind the wall that was built to see if there were other violations?" Mr. Pierce replied, "At 3255, which we are addressing now, I did request from the employees that I be allowed access behind the wall to determine if there were other violations. They said no. I also want to put on the record that based upon the notes in our system, on November 10 I sent an NP letter with a 12/10 compliance deadline. On 12/9 I have a note on Case 14602 for a tenant improvement discovered on October 25, 2011. NP letter sent. I have another note on 12/13. Notes to refer to the Special Magistrate. Then I have the note for scheduling. In our Oracle system I have notes on this property going all the way back to 10/25, when I left a blue card with an employee and took photos at 10:45 on 10/25/11. On 11/10 I sent a No Permit letter. On 11/18 at 8:30 I spoke with Lisa at SEC Commercial requesting more information. I offered to meet one of their personnel at the site. On 12/9 I got a call from Lisa at SEC Commercial requesting an update. I was informed that no permits were pulled and there was no contact from the tenant. She did not request an extension. She in fact encouraged me to take our next steps." Ms. Taylor said, "As far as the respondent indicating that she and her engineer came into the Building Department, they might not actually have seen you." Mr. Pierce said, "Correct. But I have had no contact with her regarding this address." Ms. Taylor asked, "Did you leave your contact information?" Mr. Pierce answered, "I left my contact information with Lisa at SEC Commercial. I left a business card and a blue card at Metro when I first noticed it. Then I left my contact information when I posted the property." Ms. Taylor asked the name of Ms. Carey's engineer. Ms. Carey answered, "Raoul Rodriquez. He was recommended by the. . . . Can I explain something? Whatever he requested, it's not like I didn't want to do it. No business card was left. The blue card was given to me. It was very general. It just stated wall. Mr. Pierce and I have had numerous conversations, because I come here and educate myself on what needs to be done. When I was opening a new door I stated that I was doing a wall. They said that if I am not changing structure, I didn't necessarily have to pull permits. Not only did I do that, I showed them physically that I was prepared to pay for any permits, because I had checks from my company that were made

out to the City for permitting. I was instructed that I'm not changing structure, so that wasn't the case." Ms. Taylor asked if electrical was put in the wall. Ms. Carey answered, "Electrical was put in the wall, but this wall he is talking about, I wasn't educated about that. This was three years ago. I'm only learning this now. I go to Mr. Pierce's office. I go to Deborah. I have five stores. I go to the Business Tax Office. When I received the card, it just said wall. I came to the office and spoke to Deborah. She said she didn't see anything in the system. She sent me to his office, where I left a message for him. The gentleman who works there did not have knowledge of what I needed." Ms. Taylor asked, "What is your recommended date of compliance?" Mr. Pierce replied that it is February 28. Ms. Taylor said, "That would be the City's recommendation, barring any request for a time extension. It seems like you're willing and able." Ms. Carey said, "I still need to be educated on what exactly he wants. The engineer says we'll cut the wall open. They normally just ask what was used to build the wall. I get the blueprints and pay for the permitting. That's my normal practice. But because he just wrote wall on the card, no one could assist me. I have no return call from Mr. Pierce. I want this to be a smooth process. I need his assistance. In my opinion I am being intentionally held back from opening stores. That's an issue. I want to know exactly what needs to be done and I'll comply."

Mr. Pierce said, "We are not beholden to speak to any tenant beyond reasonable notification, which we gave her. We are not even required to speak to her or any tenant, at all. We deal with the property owners. With regard to her statements about not knowing or going into the Building Department, I do see a note. We were having some problems with our computer software at that point. I did put a note in later. That doesn't deny the fact that there were extensive conversations following that date with the property owners and extensive communication from the property owners to the tenant regarding this. It is not up to me to follow up with her beyond reason. It is up to her and the property owner to follow up with us to get these issues resolved. Secondly, we are not in the business of instructing people or engineers in how they are to comply. It is the business and responsibility of the property owner and the design professional to determine what needs to be done in order to bring the property up to the Building Code. Thirdly, I'm going to go on record that her statements regarding intention on my part are completely false and without grounds." Ms. Carey said, "I'm still left uneducated. I can get an engineer to do a blueprint and put 'wall.' Will I be in compliance then?" Ms. Taylor answered, "It should be a little more detailed." Ms. Carey asked, "What does he want on the prints I bring to

Planning and Zoning, so I can pull the permits? I know how to pull permits. What do I need?" Mr. Pierce said, "What she keeps referring to is the blue card that was left. The blue card is intentionally general, because there is not enough space to write specifics." Ms. Taylor asked, "What is the problem? Is it electrical?" Mr. Pierce answered, "It's a tenant improvement." Ms. Taylor asked, "Tenant improvement with no permit for wall with electrical?" Mr. Pierce responded, "We specifically do not instruct people." Ms. Taylor clarified, "I'm not asking you to instruct anyone. But what would she have needed a permit for?" Mr. Pierce answered, "The letter that was sent to Prisa Darwin Square on November 10 says 'tenant improvement with electric and low voltage. No permit.' It's very specific." Ms. Carey indicated that she never saw the letter and added, "That's all I need to know. I'll get the architect out there. We'll cut the wall open, pull the prints, and get the permit." The Special Magistrate asked if it can be done by the compliance date. Ms. Carey replied that she will submit all the drawings and the payment by then. Mr. Pierce said that that is sufficient.

The Special Magistrate said, "I hereby make the following Findings of Fact: Based on the evidence presented in Case 12-14602 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: tenant improvement with electrical and low voltage without a permit. The alleged violator, Prisa Darwin Square LLC, has until February 28, 2012, to come into compliance, otherwise they will be assessed a daily fine of \$100, not to exceed \$10,000. Administrative costs are set at \$350."

PIERCE 12-14604-BL PRISA DARWIN SQUARE LLC 3253 SW PORT ST. LUCIE BOULEVARD

Mr. Pierce stated, "This case concerns the property at 3253 SW Port St. Lucie Boulevard, Unit 101." Ms. Taylor advised that the affidavit has 3235. Mr. Pierce noted, "It's 3253. On October 25, 2011, an inspection was done and photos taken showing the following violation: City Ordinance 150.01 and FBC 105.1, electric and low voltage without a permit. Notice of Violation was issued on November 10, 2011. They then had until December 10, 2011, to bring the property into compliance as to all the listed Code violations. Compliance was not achieved by such date, and so a Notice of Hearing was furnished on January 23, 2012, by certified mail. On January 28, 2012, proper service was achieved by posting. I request that the respondent, Prisa Darwin Square LLC, be ordered to comply with the cited provision of the City of Port St. Lucie Code by February 28, 2012, and if not in compliance by that date, that they be required to pay a fine 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." Ms. Taylor said, "For the record, the affidavit of violation and CEB #12-14604-BL is amended to reflect that the address is 3253 SW Port St. Lucie Boulevard, Number 101."

The Deputy City Clerk administered the Oath of Testimony to Marcus Mercado, store owner, who said, "We called ADT to do a camera installation. From what I was told, they were supposed to pull all the permits for the low voltage and electric. I went to the Building Department and they told me the same thing. If we could find our paperwork for the installation by ADT, they would be responsible for the permits. I do have the paperwork." Mr. Pierce said, "We will be happy to honor the compliance deadline. I'll be happy to pursue the contractor at this point. However, on 10/25 I observed the violations. On 11/20 I sent an NP letter with a compliance deadline. On 11/18 there was a call from Lisa at SEC to request more information. I offered to meet one of their personnel out there the next week. On 12/9 there was a call from Lisa at SEC requesting an update. The information was that no permits were pulled and there was no contact from the tenant. She did not request an extension. She encouraged the next steps. On 1/26 there was a call from Lisa that she would be calling the tenants again. A February 8 hearing was scheduled, and the property was posted on 1/28. On 1/27 I spoke to Lisa. She said she had received the Notice of Hearing in the mail. The lawyer for the owner is drafting a letter to the tenants and she will come in with the letter. We've done a lot of work on this case. Up until this morning I had no contact with the tenants. The property owners have said that they are going to hold the tenants responsible. I will be happy to pursue a contractor at this point. However, the violation exists today. We've done our due diligence to get the property owners to come into compliance."

The Special Magistrate said, "Certified mail was sent out, but nothing was ever signed for. Is that correct? You posted the property with a Notice of Hearing." Mr. Pierce said, "Right." The Special Magistrate noted, "There were conversations. There was a letter sent regular service and there was no response. A certified letter wasn't signed for. Then there was a notice of this meeting. There are so many bites of the apple before you get to this point. That's what the officer is saying." Mr. Mercado said, "I understand. I tried to do what I thought was right. I went to the Building Department and spoke to them. They told me if I could find the installation paperwork from ADT that they would be totally responsible for pulling their own permits." The Special Magistrate advised, "I'm not going to

change any of the dates. I'm going to assess the administrative fees. Maybe because ADT didn't do what they were supposed to, you can ask for some accommodation. But that's between you and them." Mr. Pierce stated, "I will be happy to hold ADT accountable for commencing work on a job without a permit. They have done many jobs in this City, and they are well aware that permits are required." The Special Magistrate said, "You're still looking for a violation to be set here. Or do you want to hold off on that?" Mr. Pierce answered, "The City has time in this case." Ms. Taylor asked if there was contact made before and an explanation by the store manager that they had hired a contractor. Mr. Pierce answered, "Not with me, and I was never informed of anything like that. Mr. Mercado, do you remember who you spoke to in the office?" Mr. Mercado replied, "I don't know names. I went to Building B upstairs. I'm not sure." Mr. Pierce stated, "In spite of all the conversations, there was no compliance by the property owner. I want to stress that we deal with property owners. The tenant is trying in good faith to take care of work that they did, but the owner is ultimately responsible." Ms. Taylor indicated that the respondent is Prisa Darwin Square. Mr. Pierce said, "After considering it, I'm going to request that we move forward with the violation, and I'll pursue the contractor separately." Ms. Taylor said, "It won't be this gentleman or his store. This would be against Prisa." Mr. Mercado asked if he needs to work something out with Prisa. The Special Magistrate responded that that is between those parties. Mr. Pierce clarified, "We're asking for you to find the property in violation, and the responsibility for the permit is on the property owner. I will take the evidence they have that ADT did the work and pursue them separately for performing work without a permit."

The Deputy City Clerk administered the Oath of Testimony to Robert Graf, property manager for Darwin Square, who said, "I represent the owner. On receiving notice from our Construction Department from Lisa, she sent the tenant a letter. I have a copy. She did call Kevin and ask if there had been any response from the tenant. When we got the notice we sent it to our attorney, because we hadn't heard from the tenant. We have been trying to get people to comply. At the same time, I believe there were four tenants at this location that had the same problem. Two of them have complied. This one has taken time to comply. Once he got my attorney's letter, I guess that is when the tenant. . . . To cite me? I don't believe so. Under our lease the tenant is responsible regardless. The tenant will end up paying." The Special Magistrate advised, "That's between the two of you." Mr. Graf said, "I'm just stating it for the record. If this property gets a fine because he didn't comply immediately, and if he doesn't comply by the 20th, I have no

problem. It is the tenant's responsibility under his lease to get whatever permits are required." The Special Magistrate said that the tenant may have recourse against ADT, because they didn't do what they were supposed to do. Ms. Taylor asked, "Is there a mechanism by which ADT will be required to pay restitution?" Mr. Pierce answered, "No. We run into a problem where we can't extort them. I know that's a bad word." Ms. Taylor stated, "That's a terrible word. Obviously it wouldn't be that, if that is a fee that they have caused this man to have incurred." Mr. Pierce said, "I don't have a mechanism for that. What we would recommend for this is that we would like the administrative costs that have been incurred by the City, but we will leave the compliance deadline open, so we can pursue ADT for the permit." Ms. Taylor advised, "When it comes to the contractor, if they have not made the person whole who they have affected, that could be taken into consideration by the board. Is that not correct?" Mr. Pierce answered, "By the Licensing Board. I cannot under statute issue a citation and a Notice of Noncompliance to a contractor for the same offense. However, I can leave a property in violation. And they can pursue the contractor for their costs. I'm not sure whether ADT has an electrical license, if they did electrical work, as well. Rather than making them responsible for meeting a compliance deadline, since they have to deal with a contractor to do this. . . . If there is a threat of discipline against the contractor, I feel they may move more quickly." Ms. Taylor noted, "If you need time to pay the administrative fee, you can work that out." The Special Magistrate stated, "I'm going to go with what the officer has requested and leave the compliance date open. However, I am going to assess the \$350 administrative fee. This has lingered for a long time. You can pay it over time and maybe pursue the contractor, because he put you in this pickle."

CHANGES TO CASES

Ms. Nunez said, "I have a change for Case 11-11805. It is only two violations, so the changes will be in the recommendation. The fine should be \$100 for every day the violation continues, not to exceed \$10,000. The violation of Section 41.10 B is exterior structure maintenance." Ms. Taylor advised, "It is amended to remove one count of Section 41.10 (B) and amending the recommendation of the City that the fine be \$100 for every day the violation continues, up to \$10,000."

Ms. Taylor read the following cases into the record:

11-12285	PFG Mortgage Trust 1	850 SW College Park Rd.
11-12361	Angela & Vincente Lopez	773 SW Hillsboro Cir.
11-12201	Kenneth A. & Lydia L.	4388 SW Grace Ct.

	Brack	
11-12209	Diana J. Walter	712 NW Biscayne Dr.
11-11805	Mary A. Cargain	2201 SE Rich St.
11-12137	Muriel & Ross H. Tannenbaum	682 SE Norsemen Dr.
12-8988 BL	PNC Bank NA successor By merger to National Bank, successor by merger To Harbor Federal Savings Bank	381 NW Curtis St.
12-14060 BL	Domenico A. Balzano & Antoniette Brancaccio	492 NW Sherbrooke Ave.
12-14361 BL	Danny A. Moshi	104 SW Peacock Boulevard Number 104

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."

Special Magistrate Blandino asked, "With regard to the alleged violators who are not here today, how were they notified of the hearing this morning?" Ms. Padova 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. Taylor 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."

**10-7898 CHASE HOME FINANCE LLC AND MICHELLE J. FINETTE AKA
MICHELLE J. SCARINGE 313 SE FISK AVENUE**

Ms. Taylor stated, "There is a letter dated January 25, 2012, indicating financial and medical hardships suffered by Ms. Scaringe. Apparently there is an offer on the house at this time. I don't have information on what the house is worth compared with the offer. It is probably fair to assume that those amounts aren't equal. There is an offer on the table by the bank for \$1,000 to facilitate the short sale of the property. The City recommends at least that amount, plus grass cut fees of \$147 incurred by the City, plus a recording fee of \$50. The violation was for high grass."

The Special Magistrate stated, "There are reasons in the letter why the property owner and the agent are not here. I accept the reduction in order to facilitate the sale. Based on the evidence presented in this case, there is sufficient reason to reduce the total amount of fine owed to the City to \$1,197. 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 records 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."

**09-12967 PHH MORTGAGE CORPORATION AND RODNEY A. AND MORGAN
K. FOWLER**

Vernesha Mayweather, PHH Mortgage, said, "I have documents that I'm not sure you have received. Our client took pictures of the property on January 9, 2012, to show that we're still in compliance." Ms. Taylor advised, "We have a compliance date of July 2010. This is a modification. A fine has accrued and maxed out. At this point the Special Magistrate is willing to consider reasons why the fine should be modified." Ms. Mayweather said, "There was an affidavit of compliance dated August 3, 2010. That was a few months after the hearing on March 10, 2010. We are requesting that the fees be reduced to \$4,500." Ms. Taylor said, "The City is willing to recommend that the fee be reduced to \$4,500. However, there is a 20% collections fee that we have to remit. It would be an additional \$900. The total would be \$5,400 plus \$40 recording."

The Special Magistrate said, "I'm going to take the City's recommendation here. It is a substantial reduction. I think it's reasonable in light of the fact of how long this took." Ms. Taylor noted, "We did name the bank, so we were holding the bank

responsible on this case. However, we typically wait until after the final judgment." Ms. Mayweather said that she is in agreement. The Special Magistrate asked if it can be paid within 30 days. Ms. Mayweather requested 45 days.

The Special Magistrate said, "Based on the evidence presented in this case, there is sufficient reason to reduce the total amount of fine owed to the City to \$5,440. Here the petitioner has 45 days to make full payment of the reduced fine, at which time the City will release the lien filed in the public records 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." Ms. Taylor advised, "For the record, I think you may have brought in proof that the property is now in compliance because since this old case, there were two more cases opened and closed."

08-19670 MARK J. AND DAWN L. JOHNSTON 924 SW HARVARD ROAD

Ms. Taylor said, "We got a detailed letter in this case outlining some pretty severe hardships that Mr. Johnston and his family have gone through, and some financial difficulties." Mr. Johnston said that he turned in paperwork stating that the house was surrendered. Ms. Taylor continued, "There was confusion during the course of a bankruptcy filed by Mr. Johnston, because he had actually surrendered the home. I believe that is reflected on the bankruptcy paperwork, so he did not believe he was still responsible for it. We did have some concern that Mr. Johnston didn't appear at the initial hearing on the violation on March 25, 2009, before the bankruptcy." Mr. Johnston indicated that he does not remember why there was no appearance. Ms. Taylor said, "The City's recommendation was that the lien be reduced to 25% of the lien. He has a credit of \$117. The administrative fee was already paid. If the lien were reduced to 25% that would be \$1,000 plus 20% for collections and \$20 recording. That is the City's recommendation."

The Special Magistrate said, "I will take that recommendation. The total would be \$1,103. The original amount was \$5,912. That's pretty reasonable. Based on the evidence presented in this case, there is sufficient reason to reduce the total amount of fine owed to the City to \$1,103. 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 records 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." Mr. Johnston noted that it is just a matter of disbursing the funds.

ADJOURN

There being no further business, the meeting adjourned at 9:55 a.m.

Margie L. Wilson, Deputy City Clerk