SM042512

CITY OF PORT ST. LUCIE
SPECIAL MAGISTRATE HEARING MINUTES
APRIL 25, 2012

A SPECIAL MAGISTRATE HEARING of the City of Port St. Lucie was called to order by Special Magistrate Frank Blandino on April 25, 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
Milton Collins, Assistant City Attorney
Rusty Bedell, Chief Building Inspector
Aaron Biehl, Code Compliance Specialist
Matthew Boettcher, Construction Inspector, Building Department
Stephen Brasda, Code Compliance Specialist
Toniann D'Amico, Code Compliance Specialist
Michael Drost, Code Compliance Specialist
Lou Hatten, Construction Inspector, Building Department
Chick Hendrickson, Code Compliance Specialist
Rachel Knaggs, Code Compliance Specialist
Michael Lubeck, Code Compliance Supervisor
Jasmine Padova, Licensing Clerk, Building Department
Kevin Pierce, Licensing Investigator
Jack Reisinger, Building Department Manager
Anthony Veltre, Code Compliance Specialist
Russell Zervos, 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 – MARCH 28, 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.

ABATEMENTS/POSTPONEMENTS

12-13678 BL 210 SW CHELSEA TERRACE ABATED

VIOLATION HEARINGS

BOETTCHER 12-13912-BL 1749-1761 SW BILTMORE STREET

Construction Inspector Boettcher stated, "This case concerns the property at 1749 to 1761 SW Biltmore Street, Port St. Lucie, Florida. On May 18, 2011, an inspection was done and photos taken showing the following violation: City Ordinance 150.01 and FBC 105.1 - interior and exterior improvements without a building permit. Notice of Violation was issued on July 26, 2011. They then had until August 26, 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 March 26, 2012, by certified mail. On April 11, 2012, proper service was achieved by certified mail return receipt received. I request that the respondent, Stephen J. Mahlschnee, be ordered to comply with the cited provisions of the City of Port St. Lucie Code by May 15, 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 Stephen J. Mahlschnee, property owner, who said, "The improvements were done 25 years ago. I have final inspection sheets saying that the electric, plumbing, and interior improvements were done then. I brought this to Matt's attention, as well as Jack Reisinger and Lou Hatten. We've had meetings over this. I've also had an architect or engineer supply detail drawings on whatever adjustments or changes were done. The last I heard in talking to Lou last week, his comment to me was 'We dropped the ball.' What that means I don't know. In the meantime, Matt called me to ask me about this meeting for the hearing, and I asked him to talk to Lou. He told me it was my responsibility to talk to Lou. An investigator should investigate everything. If he would have found these sheets in the beginning, which are common records if you'd like to see them. . . . These are not only the building itself but also the interior that was done 25 years ago and signed off. Where do we

need to go from here?" (Clerk's Note: Mr. Mahlschnee showed the papers to Construction Inspector Boettcher.) Construction Inspector Boettcher said, "None of this refers to any commercial improvements inside the building." Mr. Mahlschnee asked, "What does 1749-61 say? It says 'plumbing checked off, electrical checked off' and so on?" Construction Inspector Boettcher said, "I've got the original plans. Basically the building was built as a warehouse shell. We have notes on here for proposed future partitions and toilets and what have you. The building wasn't improved inside; it was just a warehouse. Over the last 20 to 25 years, a lot of things have happened inside that building. On the exterior you can see where one garage door has been removed and a wall added. None of this was on the original plans." Mr. Collins asked, "What needs to be done specifically? Is it simply a matter of pulling permits, or does he have to renovate the whole property to bring it up to date?" Mr. Reisinger answered, "The original plans show that it was a shell with proposed future improvements, future tenant build-outs. At what time those tenant build-outs were done, we really can't establish. We don't show any permits after that shell was completed to show that they were inspected. What we did ask is that he bring in a set of complete plans showing what is there. When that set of plans was brought in, it was also declared that it is no longer a warehouse. There is some manufacturing going on in there. With that it changes the use of the occupancy from warehouse to manufacturing or factory. When you cross over into that, you now have different guidelines pertaining to different firewalls and Building Codes. We have asked that he comply with the plans that he had submitted and obtain the proper permits. He went ahead and applied for the permits, so he is already in the process. But he came to a complete halt once the plans were reviewed and the revisions were given back to him with the items that need to be corrected before he can go on with the plan review and get the permit. That's where it came to a complete stop. There is some objection that it's a warehouse. Yet his architect clearly indicates that it's construction type 'VB' and he has it as a 'Factory 1 Industrial.' This is on the plans he gave us. That falls under a whole different realm of Building Codes instead of just a storage building, especially when you have to protect the other tenants in the building. That's where it stands. We have sent over the revisions to him with the items that need to be corrected. Once they get corrected and everybody has adjusted their plans and made modifications, they can continue. A permit can then be submitted and we can put an end to this." The Special Magistrate said, "So this has to be done before the permit." Mr. Reisinger said, "Correct. He's in the process of obtaining a permit, but he stopped. It's kind of a standoff. We objected to the plans given, because his own architect is declaring it a factory. We know it's a factory; I guess one of

the people is manufacturing cabinets. At least that's one of the occupants. He's going through the hoops; he just stopped."

The Special Magistrate observed, "This obviously changes things more than a little bit." Mr. Mahlschnee said, "I met with Jack and Lou concerning these changes. I was told to provide three sets of sealed plans and apply for permits for the two bays, which I did. I was told to provide electrical load calculations, which my architect did. When our plan reviews came back, they were reviewing the plumbing. The plumbing didn't change. They were reviewing air conditioning. There is no air conditioning in either one of the bays. So I went back to Lou and said, 'You and I and Jack came to an agreement that I would submit these drawings, and I did, and now you're throwing another can of worms at me. Where are we going?' He said, 'I'll talk to Jack about it.' That was a month ago. I have not heard from Lou since, until Matt got involved again about the hearing. When I talked to Lou last week he said, 'We dropped the ball.' As the owner, what more am I supposed to do? I supplied what I was requested to supply. Did I drop the ball? I'm waiting to hear back." Mr. Reisinger explained, "Once you apply for a permit and you supply everything, such as the plans that we've asked for, there is only one way for us to notify or indicate what the missing items are, which is to review what was submitted. When we request something, there is probably a big chance we're going to ask for more information, because if the information is not there, we'll have to go back and say we need a Manual J for the air conditioning or more load calcs. I believe the electrical wasn't sufficient. They were asking for other items on that. You're almost there; it's just that the communication stopped. We asked for more information and we never received it." Mr. Mahlschnee commented, "There was communication between myself and Lou. If he didn't communicate with you. . . ." Mr. Reisinger continued, "I do know that he does a whole script of what needs to be turned back in and furnishes it to you." Mr. Mahlschnee said, "I brought up to him the question that one of the items was air conditioning. There is no air conditioning. So where did that come into the equation?" Mr. Reisinger answered, "You still have to have an air exchange in the building by law. As a warehouse you don't. As a factory you do." Mr. Mahlschnee interjected, "Let's clarify the word factory. We have one gentleman who has 1,600 square feet of area that has six machines where he does various bits of woodworking. Is it a factory? We're talking one guy." Mr. Reisinger stated, "The Code doesn't say how many occupants. It says what is being done there. Cabinets fall under factory." Mr. Mahlschnee pointed out, "The place has been manufacturing, or if you want to call it a factory, for the last 15 years. A business license has been given to that same occupant. . . ." Mr. Reisinger said, "That

would not exempt them from the Building Code. There are things that come into play when you have storage of flammable materials. You have to have a certain amount of air exchange." Mr. Mahlschnee commented, "I don't know how we got from Step 1 to Step 2. This whole thing started because I didn't have permits for the interior." Mr. Reisinger said, "That's what was stated on the plans your architect turned in. Once that's turned in to us, we have to go by what he is declaring. He declares it as a factory." Mr. Mahlschnee said, "The plans that were turned in said that we had a metalworking shop in there. Now it's an empty bay, because the man passed away. Those bays are going to change over the years." Mr. Reisinger said, "Every time they change you will get a change of occupancy permit for each one." Mr. Mahlschnee stated, "That's not my responsibility." Mr. Reisinger said, "Ultimately it is the building owner's responsibility." Mr. Mahlschnee said, "I asked them to provide me with a license from the City, which they have gotten." Mr. Reisinger explained, "That's a building tax receipt. That doesn't mean the building is in compliance with the Code."

The Special Magistrate said, "You see what is being required, based on the fact that there is a cabinet-making shop there. Are you on board with trying to bring everything up to compliance?" Mr. Mahlschnee replied, "I'm on board, but I'm not willing to. . . . As an example, the Plumbing Code requires a hallway from the office area to the bathroom, which is in the back of the building. These are two bays that are adjoining. The hallway would make it so you couldn't get from one bay to the other. It's not logistically possible to do what they ask. Plus, to bring the plumbing up to standard requires a service sink, a drinking fountain, a hot water heater, and that's not one bathroom, it's five bathrooms. I just put a bathroom in a warehouse and it cost me $3,000. We're talking about a building where I had to pay the taxes last year, because there aren't enough rentals in this place." The Special Magistrate said, "It looks like he has one interpretation and the Building Department has theirs, which he is going to have to follow ultimately. There's a lot going on here. The officer has given a compliance date of May 15. Can we postpone this and have you people work this out?" Mr. Reisinger advised, "I would prefer that you set a compliance date. You can extend the date. That gives us time to meet and to have the revisions done. But it would ultimately have a finish date, so we wouldn't have to have this back before you." Construction Inspector Boettcher noted, "This case has been going on for about a year already. We've given him a lot of time." Mr. Reisinger added, "We usually hold off once it goes into permitting, because it takes a little while to do that. But it came to a complete halt, so we're looking for a compliance date. It could be 60 or 90 days. That gives us time to

communicate with each other and work it out." Mr. Collins asked, "How long does it take to do this preliminary work prior to the permits being pulled?" Mr. Reisinger responded, "Once he is issued a permit, he has six months to do the actual work. We're looking for the actual date of the permit issued on this one." Mr. Mahlschnee stated, "The permit has been applied for." Mr. Reisinger said, "That's what I mean. He's almost through. It's just a matter of getting a couple more revisions done on our plans." Mr. Collins advised, "I do see a fundamental dispute concerning the use of his property. He's claiming one thing and you're claiming another. I think that's why the Magistrate was asking whether anything can be done to solve those issues." Mr. Reisinger said, "The factory issue is 100% positive. It's wood cabinetry. In the Florida Building Code it is listed under factory. There's no skirting around that. It's not a difference of interpretation. It's black and white. His architect was 100% correct, too, when he noted it on the set of plans. As far as the hallway, we're willing to work with him on that. We've already noted that. As far as the drinking fountain, that is in the Building Code. It says you must have that." Mr. Mahlschnee said, "My contention is the bathroom was there 25 years ago and hasn't changed." The Special Magistrate remarked, "He just said he would concede on the hallway requirement. It looks like there is some give and take." Mr. Mahlschnee said, "The biggest problem I have is a lack of communication. My last communication prior to this was speaking with Lou Hatten, the plans examiner. His comment was that he was going to talk to Jack and get back to me, and that was a month ago. That's why they haven't heard anything. I was waiting for somebody to get back to me, and no one has." Mr. Reisinger said, "I don't know why he hasn't been communicating with Lou. What I also need to say is that this was built 25 years ago without the permit. The way the Florida Building Code works is that if it was built without permitting at the time, when it surfaces it has to be built to the current Code. That's when it gets to 'It's been there forever.' But it wasn't there legally forever. If it had been built with a permit 25 years ago, we probably wouldn't be here. The Building Code says you have to comply with the new Codes because there is nothing established as having been done to Code." Mr. Collins advised, "That's what I was asking. Does he have to do a complete renovation?" Mr. Reisinger answered, "It's not complete, but it's pretty much." Mr. Mahlschnee said, "One other comment. The copy of the blueprint that is on file that should have been the original file is not. The copy of the blueprint that is in the file has no plan review stamps, no contractor or file copy. That's what's on normal files. This was an original drawing, but there were changes and things made. That has been my argument from the beginning. This is not the final copy that is in the file. So there were revisions and changes made when

this was originally built. It is not in the files." Mr. Reisinger said, "I can't answer that. We've got our complete file and that's everything that's in it." Mr. Mahlschnee asked, "Are there plan review stamps on there? Are there any initials?" Mr. Reisinger answered, "I don't know if we had plan review stamps 25 years ago." Mr. Mahlschnee commented, "Of course there were." Construction Inspector Boettcher added, "This building has been there for 20 to 25 years. There have been no permits pulled over that whole time. There were numerous tenants moving in and out and changes made inside the building." Mr. Mahlschnee stated, "The only changes that were made in the building were that one small office and one bathroom were removed, and tenants took common areas and cut holes between the firewalls. They still have those spaces. Those are the only changes that were made." Construction Inspector Boettcher said, "The bay on the end. . . ." Mr. Mahlschnee said, "That's already been removed. You know it has. Take a picture today."

The Special Magistrate stated, "The bottom line is that work will need to be done. My initial way to handle this was to postpone it to give you time to work things out. That's not what they're looking for. Mr. Reisinger is of the opinion to move up the compliance date and give you 90 days instead of 30. Then once that's done you have an additional six months on top of that. I'm willing to give you a compliance date of July 15. Once the permit is applied, for you have six months from then to complete all the work." Mr. Mahlschnee stated, "I'll take what I can get, but at this point I feel I shouldn't have to do anything. It was done 25 years ago. That's been my point from the beginning." The Special Magistrate said, "I wish I could help you more, but he came with statements in black and white as to what's there and what needs to be done." Mr. Mahlschnee said, "Let me ask you a question. I'm an owner of a property. I rent out bays. My only stipulation when someone comes to rent that bay is that they are licensed with the City to do their business. They go to the City and get a license. They go to Planning and Zoning to see if it is zoned for them. What more do I do? I'm renting a space. As long as the rent comes in every month and they're not doing anything illegal, what is my cause? If they cut a hole in the wall because they rented the bay next door, that requires a building permit. It's a minimum of $1,000 to cut a hole in the wall to go from one bay to the next. In a small business, who can afford to do that?" The Special Magistrate observed, "I don't make the rules. When you're in business and you're on commercial property. . . ." Mr. Mahlschnee interjected, "I've heard the line more than once: It's the owner's responsibility. Period." The Special Magistrate continued, "Ultimately, they have to abide by all the City Codes. If they're manufacturing, that changes the use. Then

there are additional requirements." Mr. Mahlschnee said, "Then the City should not issue them a license. If that place they're going to do business in isn't adequate for what they're trying to do, they shouldn't be issued a license to operate out of there." The Special Magistrate said, "I can't answer for that. The only thing I can say is that sometimes things fall through the cracks. I'm not saying that's what happened here, but maybe that is what happened. It doesn't make it right. Now he's trying to make it right." Mr. Mahlschnee commented, "I am, too. That's why I went to the expense of hiring an architect who did the drawings. That's why I applied for the permits I did apply for, to make everybody happy. But it's more and more and more. It gets rather frustrating." The Special Magistrate said, "You're pretty much on board. Aren't you?" Mr. Mahlschnee answered, "To a certain point." The Special Magistrate said, "If there's a tenant in there and he's manufacturing, that's something that he's responsible for, ultimately. You're here because you're the building owner, but if he's using that space he needs to bring it up to snuff." Mr. Mahlschnee stated, "The man barely pays me $500 a month in rent. He's been collecting unemployment from another job he had. Do you think he's going to put any money into that bay? He's going to move his stuff into his garage, where it was before. Then I lose a tenant. That's okay. Maybe that's what we need to do. Then I can make it a warehouse face again, and then the problem is okay. Is that right?" Mr. Reisinger responded, "You can always change it back to the original condition. That would require a demo permit. But it's not a ridiculous fee for the permits. You said $1,000. It would be $150 for the firewall. We can't control what the architect charges." Mr. Mahlschnee said, "The Planning and Zoning Department charges $130, and then it's your fees. It's a minimum of $1,000 out of my pocket." Mr. Reisinger noted, "You made it clearer, but it sounded like the Building Department is charging $1,000 to put a hole in your wall."

The Special Magistrate said, "I will enter my findings. I will give you until July. Maybe in that period you can decide whether you want to go forward or revert back to warehouse space. That's your call. I hereby make the following Findings of Fact: Based on the evidence presented in case 12-13917-BL, 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: 150.01 and FBC 105.1, interior and exterior improvements without a building permit. The alleged violator's name is Stephen Mahlschnee. The property address is 1749-1761 SW Biltmore Street. The property owner had until July 15, 2012, to come into compliance, otherwise he will be assessed a daily fine of $100, not to exceed $10,000. Administrative costs are set at $350. Handle it as you wish."

PIERCE 12-14782 1282 SW CALIFORNIA BOULEVARD

Mr. Pierce stated, "This case concerns a property at 1282 SW California Avenue, Port St. Lucie, Florida. On December 16, 2011, and inspection was done and photos taken showing the following violations: City Ordinance 150.001 and FBC 105.1, commercial tenant improvement without a building permit. Notice of Violation was issued on January 20, 2012. They then had until February 10, 2012, 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 February 27, 2012, by certified mail. On March 27, 2012, proper service was achieved by an affidavit of postponement. A certified mail return receipt was received. I request that the respondent, Meri Gold Investments, Inc., be ordered to comply with the cited provisions of the City of Port St. Lucie Code by May 15, 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 this investigation."

The Deputy City Clerk administered the Oath of Testimony to Strather Dupree, tenant, who stated, "What Mr. Pierce said is correct. One of the reasons for the delay of completion was that all of the information was mailed to the landlord, and they are out of town. He left me in charge of taking care of the improvements. When I received the notification from the landlord I contacted the City to let them know that I was willing to take care of whatever needed to be done. We have been doing that thus far. Another delay was getting an architect and the drawings. We got the drawings yesterday, and I contacted the City to let them know. I knew I had to come to the hearing, but we're still in process. We have also submitted everything that was requested prior to the last communication from the City. We submitted everything for the building. This was the last thing they said we needed to get done." The Special Magistrate asked, "Is May 15 going to be enough time for you to get the rest done?" Mr. Dupree answered, "I would have to get with my contractor. I would like to have more time, if possible. I don't know their schedule. More time would help, so we don't have more costs." Mr. Pierce advised, "I have been in contact with Mr. Dupree many times. He has been very conscientious in pursuing this. He does have a contract with a local contractor to address the issues, because he's the tenant. I spoke with his architect who supplied plans. They needed some revisions with regard to a water fountain and some ADA changes. He has received the plans. The position of the Building Department is that we would not want to extend the compliance deadline. What we would like to do is tie

the administrative cost to the compliance deadline. It appears that this is a quick fix, based on what he said. As long as his contractor follows through, he should be able to get it done by the compliance deadline. He has everything he needs now; it's a matter of walking it through the process. What we would like to do for him is tie the administrative costs to the compliance deadline. If he meets that deadline, he doesn't have to pay the administrative costs."

The Special Magistrate said, "That's an incentive. If you can get it done by then, the $350 will be waived." Mr. Dupree noted, "I'm at the mercy of the City. Whatever is needed we'll do." The Special Magistrate said, "He's being reasonable, and you have been diligent. It looks like you're almost there. Get on the contractor and tell him it has to be done by the 15th. You need to lay on him a little bit. I'll still have a finding of a violation. It's moot if everything is done by May 15. I hereby make the following Findings of Fact: Based on the evidence presented in Case 12-14782-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: commercial tenant improvements without a building permit. The alleged violator's name is Meri Gold Investments, Inc., 1282 SW California Avenue, Port St. Lucie. The tenant has until May 15, 2012, to come into compliance, otherwise they will be assessed a fine of $100 a day, not to exceed $10,000. If the work is completed by the compliance date, no administrative fees will be assessed."

The Special Magistrate asked if there are any changes to violation cases.

ZERVOS 12-00535 3913 SW COVINGTON STREET

Code Compliance Specialist Zervos stated, "Code Section 41.08(b), high grass and weeds, has been abated. The cap should go down to $7,500."

KNAGGS 12-01310 2081 SW SALVATIERRA BOULEVARD

Code Compliance Specialist Knaggs stated, "Code Section 158.211, storage or accumulation of materials, refuse, and waste material prohibited, open storage; and Section 72.10(b), utility trailers in residential zones, enclosed utility trailer parking, have been corrected. I would like to change the fine amount from $100 per day to $50 for every day the violation continues, not to exceed $5,000."

KNAGGS 12-01195 2781 SW SAVONA BOULEVARD

Code Compliance Specialist Knaggs said, "Code Section 41.08(b), exterior property areas, high grass and weeds over 12 inches, has been corrected. Code Section 50.04(h), preparation of solid waste for collection, residential, garbage cans viewable, has also been corrected. I would like to change the fine amount from $100 to $50 a day not to exceed $5,000."

Ms. Padova read the following cases into the record:

11-7763	Martin & Donna Fetner	11499 SW Mountain Ash Cir.
12-00090	US Bank National (TR)	2551 SE Grand Dr.
12-01317	Athens & Luis A. Gilgorra	2433 SE Mariposa Ave.
12-00514	Lawrence J. Lockett Jr. & Amy Lockett	322 NW Cornell Ave.
12-01195	Milagros Salcedo & Isidro Jimenez	2781 SW Savona Blvd.
12-01310	Deutsche Bank National Trust Co. (TR)	2081 SW Salvatierra Blvd.
12-00535	Virginia & Ricardo G. Janoher	3913 SW Covington St.
12-00718	Wells Fargo Bank NA (TR)	210 SW Cherry Hill Rd.
12-00823	Grapevine Community Church	4311 SW Darwin Blvd.
12-14794-BL	Allstate Funding Corp.	561 SE Evergreen Terr.
12-14852-BL	Eleanora Long	1140 SW Swan Lake Circle

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 violators be given the number of days recommended by the 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. 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 and is either signed or unsigned, or unclaimed. 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. 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

Mr. Collins said, "The case being reviewed today has already been adjudicated to a final conclusion, and the request is only for a possible adjustment to the existing fine owed to the City of Port St. Lucie for a Code violation, which resulted in an Order of Enforcement recorded in the public records. This case is being heard as a matter of policy only and is not mandated by statute. The Special Magistrate has received a packet of information about each case in advance of the hearing. I will reiterate the specifics of the case for the record."

10-10833 JP MORGAN CHASE BANK & KAY POULIN
1013 SW AURELIA AVENUE

Mr. Collins said, "The date the case was opened was August 31, 2010. The compliance date given was January 19, 2011. The date of compliance was January 30, 2012. The violation was property maintenance, high grass, and a green pool. The current fine is $10,000 with a $350 administrative fee, a $40 recording fee, and a $49 grass fee. Based on my records, an administrative fee of $350 was paid. I received a letter from a Dolores Hartley concerning reducing this fine to $3,000. I conferred with Code Enforcement. We are amenable to accepting a reduced fine of $3,000." The Special Magistrate said, "There is also $89 outstanding." Cynthia Talton, Esquire, attorney for JP Morgan Chase, said, "We will pay the hard costs as well as the $3,000." The Special Magistrate asked if the fine can be paid in the next 30 days. Ms. Talton replied, "I would ask for 45 days."

The Special Magistrate stated, "Based on the evidence in this case, there is sufficient reason to reduce the total amount of the fine owed to the City to $3,089. Here the property owner has 45 days to make full payment of the reduced fine. Upon receipt the City will reduce the lien filed in the public records. 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."

VACATE REQUESTS

11-7376 SIMMIE C. AND VALERIE THOMAS 1425 SW GASTADOR AVE.

The Special Magistrate said, "The first vacate is brought because the City's lien was filed after lis pendens. Based on evidence 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 this case shall be released. Recording costs are payable by the City. There are several other cases that are being brought for vacate."

Mr. Collins advised, "There is a list of cases. They have all exceeded the twenty-year lien period. Therefore we consider these liens expired. I will read the cases into the record."

91-116	**NCNB NATIONAL BANK OF FLORIDA**	**3297 SE QUAY ST.**
91-153	**GUILLERMO TRIANA**	**2337 SE MARIPOSA**
91-157	**RONALD P. WHITLEY**	**2562 SE MORNINGSIDE**
91-170	**GEORGE & CYNTHIA CHAMBERS**	**1473 SE MARISOL LN.**
91-207	**GERALD L. HULE**	**1702 N BUTTONWOOD**
91-217	**GORDAN M. & SOYA M. FERGUSON**	**550 SE DAMASK AVE.**
91-223	**MARIO & ANN ZUREK**	**LOT 11 BK 714 SECTION 18 SE ANECI ST.**
91-293	**SAUL DESRONVIL**	**2871 SE MELALEUCA**
91-296	**DEBRA J. CROUCH**	**3873 SW DAISY ST.**
91-304	**MICHAEL NITSOPOULOS**	**2002 W DUNBROOKE**
91-421	**CUSTOM HOMES OF PSL, INC.**	**1684 SW MACKEY**

The Special Magistrate said, "Based on the fact that these liens are over 20 years old, these matters shall be vacated as having no force and effect. Any lien recorded in the public record in said actions in these cases shall be released. Recording costs are payable by the City."

ADJOURN

There being no further business, the meeting adjourned at 9:50 a.m.

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Margie L. Wilson, Deputy City Clerk