



City of Daytona Beach Shores

"Life is Better Here"

"A Premier, Friendly Place to Be"

AGENDA CITY COUNCIL MEETING JUNE 14, 2022

**6:00 PM, Shores Community Center, 3000 Bellemead Drive
Daytona Beach Shores, FL 32118**

Upon being recognized, a member of the public shall proceed to the podium and give his or her name and address and may, thereafter, speak for a maximum of three minutes on any matter relevant to a specific agenda item. During "Audience Comments," a member of the public may speak on any matter relevant to City business which is not on the agenda, for a maximum of three minutes in accordance with Section 2-1.1(d) and 2-2 of the City Code. In accordance with Section 2-2, during periods set aside for public discussion any person desiring to speak shall secure a form located at the agenda table, complete the form and present it to the City Clerk so the speaker can be recognized by the presiding officer. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section. It shall be the duty of the Director of Public Safety, upon the order of the presiding officer at any such meeting, to forcibly, if necessary, evict any person violating the provisions of this section from the Council Meeting Hall. Any such violation shall subject the offender, upon conviction thereof, to a fine and/or imprisonment as prescribed by Section 1-8.

- 1. CALL TO ORDER BY MAYOR**
- 2. ROLL CALL BY CITY CLERK**
- 3. PRAYER**
- 4. PLEDGE OF ALLEGIANCE**
- 5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:**
- 6. APPROVAL OF MINUTES**
 - A. City Council Minutes May 24, 2022
- 7. CONSENT AGENDA:**
 - A. Sixth Amendment to Fire Suppression Contract with Volusia County

B. Opioid Distributors Settlement: Contingent Fee Application

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report June 14, 2022

9. REPORTS OF THE CITY MANAGER:

A. City Manager Report June 14, 2022

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Resolution 2022-03 Investment Policy Update

B. Consideration of Request for Reduction of Code Enforcement Lien for Case Number PCDEF2017-71 by SS 2500, LLC (Property Owner of 2500 and 2504 S. Atlantic Avenue)

C. Consideration of Request for Reduction of Code Enforcement Lien for Case Number CDEF2019-38 by SS 2500, LLC (Property Owner of 2500 and 2504 S. Atlantic Avenue)

12. COUNCIL COMMENTS:

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

15. ADJOURNMENT:

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF DAYTONA BEACH SHORES, 2990 S. ATLANTIC AVENUE, DAYTONA BEACH SHORES, FLORIDA 32118, TELEPHONE NUMBER 386-7635364, CSCHWAB@CITYOFDBS.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 711 or 1 8009558771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

MINUTES
CITY COUNCIL MEETING
May 24, 2022
3000 Bellemead Drive, Daytona Beach Shores, FL 32118

1. CALL TO ORDER BY MAYOR

Present: Councilmember Michael Politis, Mayor Nancy Miller, Vice Mayor Mel Lindauer, Councilmember Richard Bryan, Councilmember Richard Frizalone

Staff: City Manager Michael T. Booker, City Clerk Cheri Schwab, City Attorney Becky Vose, Community Services Director Stewart Cruz, Finance Director Kurt Swartzlander, Economic Development and Public Affairs Director Nancy Maddox, and Public Safety Director Stephan Dembinsky.

2. ROLL CALL BY CITY CLERK

3. PRAYER

4. PLEDGE OF ALLEGIANCE

5. CEREMONIAL ITEMS, PRESENTATIONS AND PUBLIC NOTICES:

6. APPROVAL OF MINUTES

A. City Council Minutes May 10, 2022

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Approve the City Council Minutes of May 10, 2022.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

7. CONSENT AGENDA:

A. April Public Safety Monthly Report

B. Approval for Opioid Settlement with Walgreens

C. Building Division Monthly Report - April 2022

D. Community Services Department Monthly Report - April 2022

E. Finance Report - April 2022

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to Approve the consent agenda.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

8. REPORTS OF THE CITY ATTORNEY:

A. City Attorney Report

Attorney Becky Vose reviewed her report for the council. There was no additional discussion.

9. REPORTS OF THE CITY MANAGER:

A short presentation of drone footage over the Treasure Island property was shown to the audience. The building is completely down and the waste haulers have started moving the debris off the property. City Manager Michael Booker thanked the council for working together with him for the past few years. This was his last council meeting before retirement.

10. OLD BUSINESS:

11. NEW BUSINESS:

A. Resolution 2022-01: Resolution to Join the American Flood Coalition

Attorney Vose read the resolution by title. Community Services Director Stewart Cruz stated that staff recommended approval. Kate Wester, a representative from the flood coalition, explained their purpose was to provide resources and tools to get the word out to residents regarding flooding. There is no cost to join and they are a non-profit organization.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to Adopt Resolution 2022-01 on first reading.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

B. Resolution 2022-02 Banking Signatory Update

Attorney Vose read the resolution by title. Assistant Finance Director Lory Irwin explained this was required to change the signatory names for the various financial accounts. Staff recommended approval.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD BRYAN to Adopt Resolution 2022-02 Banking Signatory Update .

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

C. Item for consideration: Investment Management Opportunities

Assistant Finance Director Lory Irwin informed the council that staff had followed up on investing in treasury bonds. The city could utilize Vanguard at no cost, but they offer no investment management advice. Seacoast Bank would charge 25 basis points plus a \$6,000 annual fee to fully manage the funds. JP Morgan Chase Bank would charge 5 basis points and be fully managed. The city's current investment policy would only allow \$15 million of the reserve funds to be invested. The councilmembers held a brief discussion regarding the cost of the basis points to ensure investment management advice. The council also requested an updated investment policy be brought to the next meeting for approval.

COUNCILMEMBER RICHARD BRYAN moved, seconded by VICE MAYOR MEL LINDAUER to approve investing \$15 million in treasury bonds with JP Morgan Chase Bank.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

D. Economic Development Lease Subsidy Grant Application - Carmine's Pizza, Inc.

Economic Development Director Nancy Maddox stated that the Economic Development Committee had given their approval for the grant application. The total cost for the three years would be \$7,344.00. The business had been open for approximately 4 weeks.

COUNCILMEMBER RICHARD FRIZALONE moved, seconded by COUNCILMEMBER MICHAEL POLITIS to Approve the Economic Development Lease Subsidy Grant for Carmine's Pizza, Inc.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

E. Purchase and Sales Agreement for Chase Bank Property

Finance Director Kurt Swartzlander spoke about the purchase of land from Chase Bank. Chase Bank will give board approval once they receive the signed contract from the city. Per the City Charter, an Ordinance to purchase the land will need to be adopted. The cost of the land is \$175,000 and it will be used to expand the Community Services building. Staff recommended approval of the purchase.

COUNCILMEMBER MICHAEL POLITIS moved, seconded by COUNCILMEMBER RICHARD FRIZALONE to authorize the Mayor to execute the Purchase and Sales Agreement for Chase Bank Property.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5 No = 0).

Yes: Mayor Nancy Miller, Councilmember Richard Bryan, Councilmember Richard Frizalone, Vice Mayor Mel Lindauer, Councilmember Michael Politis

F. Appointment of Voting Delegate for FLC Annual Conference

The Annual Conference is in Hollywood, FL this year. A voting delegate from each city attending is required. CMBR Bryan nominated Vice-Mayor Lindauer to be the voting delegate.

12. COUNCIL COMMENTS:

CMBR Bryan informed the council that the smoking bill had not been sent to the Governor for his signature yet. Vice-Mayor Lindauer complimented Director Nancy Maddox and her staff on the Armed Forces Celebration. Mayor Miller reminded everyone of the upcoming events for the next two weeks. CMBR Frizalone acknowledged both City Manager Michael Booker and Public Safety Director Stephan Dembinsky who will be receiving awards later this week from the Volusia League of Cities. CMBR Politis complimented the Public Safety Department and their recent awards celebration that he attended.

13. AUDIENCE REMARKS/PUBLIC COMMENTS:

There were no audience comments during the meeting.

14. ITEMS RECOMMENDED FOR THE NEXT AGENDA:

Revised investment policy resolution

15. ADJOURNMENT:

The meeting ended at 6:52 p.m.

**MAYOR
NANCY MILLER**

**CITY MANAGER
MICHAEL T. BOOKER**

ATTEST:

CITY CLERK, CHERI SCHWAB

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF DAYTONA BEACH SHORES
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES TO A
CERTAIN SERVICE AREA**

This Sixth Amendment to Agreement Between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area ("Sixth Amendment,") is made and entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and politic and a political subdivision of the State of Florida, with its business address at 123 W. Indiana Ave., DeLand, Florida 32720 (hereinafter referred to as "Volusia County"), and the **CITY OF DAYTONA BEACH SHORES**, a municipal corporation under the laws of the State of Florida with administrative offices located at 2990 South Atlantic Ave., Daytona Beach Shores, Florida 32118 (hereinafter referred to as "Daytona Beach Shores"), pursuant to Chapters 125 and 163 of the Florida Statutes (2017). This Sixth Amendment is the sixth amendment to the "Agreement Between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area ("the Agreement")."

RECITALS:

WHEREAS, on May 2, 2013, the County entered into the Agreement with Daytona Beach Shores retroactive to October 1, 2012, for fire suppression services with an expiration date of September 30, 2013 ("Agreement"); and

WHEREAS, the parties executed a first amendment to the Agreement which extended the agreement term from October 1, 2013, to September 30, 2015; and

WHEREAS, the parties executed a second amendment to the Agreement, which amendment extended the agreement term from October 1, 2015, to September 30, 2016; and

WHEREAS, the parties executed a third amendment to the Agreement, which amendment -extended the Agreement term from September 30, 2016, to September 30, 2018.

WHEREAS, the parties executed a fourth amendment to the Agreement, which amendment extended the agreement term from September 30, 2018, to September 30, 2020.

WHEREAS, the parties executed a fifth amendment to extend the contract term from September 30, 2020, to September 30, 2022, and Article 8 - Fees for Service to modify the annual contract fee to be paid by the County to Daytona Beach Shores based on a flat fee instead of a flat fee plus calls.

WHEREAS, the parties hereby agree to amend the Agreement through this Sixth Amendment to extend the contract term from September 30, 2022, to September 30, 2024.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Sixth Amendment, the receipt and sufficiency of which is acknowledged by County and Daytona Beach Shores, the parties agree and stipulate as follows:

1. The foregoing recitals are true, correct and material to this Sixth Amendment and the Agreement.
2. **ARTICLE 10 – TERM OF AGREEMENT** at Section 10.1 is hereby amended to read as follows:

10.1 This Agreement shall remain in full force and effect through September 30, 2024 (inclusive), unless this Agreement is otherwise extended or terminated in accordance with the terms hereof.
3. This Sixth Amendment is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Sixth Amendment and the Agreement, this Sixth Amendment shall govern and control.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to the Agreement between the City of Daytona Beach Shores and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area to be executed by their duly authorized officers on the dates set forth below.

ATTEST:

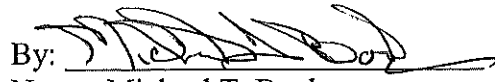
COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: County Manager
Dated: _____

By: _____
Name: Jeffrey S. Brower
Title: County Chair
Dated: _____

ATTEST:

CITY OF DAYTONA BEACH SHORES

By: 
Name: Michael T. Booker
Title: City Manager
Dated: 5/24/22

By: _____
Name: Nancy Miller
Title: Mayor
Dated: _____

Approved as to Form and Correctness:


City Attorney

OPIOID FEE PANEL

06/07/2022

Via E-Mail

John Cary,
Daytona Beach Shores city, FL

**RE: Daytona Beach Shores city, FL's Opioid Distributors Settlement
Contingent Fee Agreement and List of Attorneys Representing
Daytona Beach Shores city, FL**

Dear John Cary,

You have been identified as the representative for Daytona Beach Shores city, FL in connection with the Settlement Agreement between and among the Settling States, Participating Subdivisions and Settling Distributors (as those terms are defined therein) (the "Opioid Distributors Settlement Agreement"). We are writing to confirm that:

- 1) the contingency fee agreement attached to this letter as Exhibit A is a true and correct copy of the engagement agreement between Daytona Beach Shores city, FL and the attorneys who represented you in the case or cases subject to the Opioid Distributors Settlement Agreement and no other representation agreements exist; and
- 2) the list of counsel on Exhibit B to this letter is the complete and accurate list of all attorneys who represented Daytona Beach Shores city, FL in connection with the cases settled by and under the Opioid Distributors Settlement Agreement (the "Representation").

Please notify the Fee Panel,¹ at ContingentFeeFund@opioidefeepaneldocuments.com within 15 days **ONLY** if either or both of these statements is incorrect. If we do not hear from you, we will accept your silence as confirmation that Exhibit A is a true and correct copy of the complete representation agreement between Daytona Beach Shores city, FL and its counsel in connection with the case or cases settled by the Opioid Distributors Settlement Agreement, and that Exhibit B is a complete and accurate list of all counsel involved in the Representation for purposes of payment from the Contingency Fee Fund pursuant to the Opioid Distributors Settlement Agreement.

Sincerely,

The Fee Panel

¹ The Fee Panel was established in accordance with the Order of the Court in *In re National Prescription Opiate Litigation*, Case No. 17-MD-2804 (MDL No. 2804), August 12, 2021 Order (Dkt. 3828).



CONTINGENT FEE RETAINER AGREEMENT

CITY OF DAYTONA BEACH SHORES

This Contingent Fee Retainer Agreement ("Agreement"), is made this _____ day of _____, 2019, by and between DAYTONA BEACH SHORES ("City") and SCHOCHOR, FEDERICO and STATON, P.A.; SPANGENBERG, SHIBLEY & LIBER, LLP; ROMANO LAW GROUP; DOUGLAS R. BEAM P.A.; MICHAEL KAHN, P.A.; and JAMES G. VICKARYOUS, P.A. ("Retained Counsel").

WHEREAS, the Retained Counsel proposed to represent the City in connection with claims for damages ("Claims") arising out of the manufacture, distribution, and sale of opioid drugs ("Opioids") against companies that manufacture Opioids ("Manufacturers"), companies that distribute) Opioids ("Distributors") and other defendants; and

WHEREAS, the City has agreed to retain the Retained Counsel in accordance with the terms of this Agreement.

NOW, THEREFORE, this Agreement provides as follows:

1. The City hereby retains the Retained Counsel to represent the City in connection with the Claims.
2. The Retained Counsel will provide such legal services as may be required in order to bring about a resolution of the Claims. Such services may include *inter alia*: investigating the merits of the Claims; drafting and filing a Complaint; handling all pre-trial, discovery, and motion proceedings; retaining expert witnesses; trying the case; and briefing and arguing any appeal. It is the Retained Counsel's intention to pursue these Claims in federal court in the Multi District Litigation in the Northern District of Ohio.
3. The Retained Counsel will advance the full cost of any expenses necessary or

required to be incurred in connection with this matter, without contribution from the City except as set forth herein.

4. Payment of a contingent legal fee ("Contingent Fee") and reimbursement of all expenses incurred on behalf of the City and paid by the Retained Counsel shall be the City's sole obligation to compensate the Retained Counsel in this matter, except as indicated in paragraph 7.

5. The Contingent Fee shall be payable by the City to the Retained Counsel in accordance with the following schedule:

- a. Ten percent (10%) of the gross amount recovered if the Claims are settled prior to filing a Complaint.
- b. Twenty percent (20%) of the gross amount recovered if the Claims are settled prior to the first day of trial.
- c. Twenty-two and a half percent (22.5%) of the gross amount recovered after a trial on the merits.
- d. Twenty-five percent (25%) of the gross amount recovered after any post-judgment appeal, regardless of whether the appeal is brought by or against the City.

In no event will the contingent fee payable to the Retained Counsel exceed that which is permissible under the Florida Bar rules.

The payment of fees as outlined above is entirely contingent upon the Retained Counsel recovering money for the City. If the Retained Counsel makes no recovery for the City, then the City will not be responsible for paying any fee to the Retained Counsel.

6. In addition to the Contingent Fee payable pursuant to paragraph 5 of this Agreement,

the City shall reimburse the Retained Counsel out of the gross amount recovered the full amount of all expenses incurred on behalf of the City and paid by the Retained Counsel in connection with this matter. The City is not responsible for advancing any costs for this litigation. If the Retained Counsel does not make any recovery for the City then the City will not be responsible for reimbursing the Retained Counsel for any costs incurred by the Retained Counsel in prosecuting this case.

7. In the event the City terminates this Agreement prior to any recovery on account of the Claims and subsequently recovers any amount on account of such Claims, the City agrees to compensate the Retained Counsel for those fees permitted under Florida law and reimburse the expenses the Retained Counsel incurred on behalf of the City in accordance with the terms of paragraph 6 of this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any dispute arising hereunder lying in Volusia County, Florida.

9. It is expressly agreed that this Agreement represents the entire agreement between the City and the Retained Counsel, that all provisions and understandings between the parties are merged in this Agreement, and that no modification of this Agreement shall be valid except by a writing signed by all parties.

10. In the event that the court or arbitrator requires another party to the litigation (or its counsel) to pay attorneys' fees and/or costs to the City and/or the Retained Counsel, such award will not affect the amount the City is obligated to pay the Retained Counsel under this Agreement. If such award is less than the amount that the City is obligated to pay the Retained Counsel under this

Agreement, then such award will be credited toward the total amount owed under this Agreement, and the City will be responsible for paying the balance to the Retained Counsel out of the gross recovery. If such award is greater than the amount the City is obligated to pay the Retained Counsel under this agreement, then the Retained Counsel will be entitled to the amount awarded by the court or arbitrator, and the City will not owe the Retained Counsel any fee.

On behalf of City of Daytona Beach Shores, I have, before signing this contract, received and read the Statement of Client's Rights, and understand each of the rights set forth therein. I have signed the statement and received a signed copy to keep for reference while being represented by the Retained Counsel. This contract may be cancelled by written notification to the Retained Counsel at any time within three (3) business days of the date the contract was signed, as first above written, and if cancelled, the City shall not be obligated to pay any fees to the Retained Counsel for the work performed during that time. If the Retained Counsel has advanced funds to others in pursuing this case, the Retained Counsel is entitled to be reimbursed for such amounts as it has reasonably advanced on the City's behalf. The City acknowledges, understands, and agrees to all the terms of this agreement.

CITY OF DAYTONA BEACH SHORES

By:

Name: Nancy J. MillerTitle: Mayor

IN WITNESS WHEREOF, the hands and seals of the parties hereto as of the day and year first above written.

CITY OF DAYTONA BEACH SHORES

By:

Name: Michael T. BookerTitle: City Manager

City of Daytona Beach Shores

SCHOCHOR, FEDERICO AND
STATON, P.A.

By:



Name: Philip Federico



Title

Contingent Fee Retainer Agreement

DOUGLAS R. BEAM P.A.

By:



Name: Douglas Beam



Title

SPANGENBERG, SHIBLEY &
LIBER, LLP

By:



Name:

of counsel

Title

MICHAEL KAHN, P.A.

By:



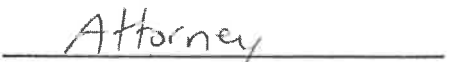
MICHAEL KAHN, President

ROMANO LAW GROUP

By:



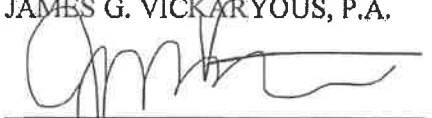
Name: John F. Romano



Title

JAMES G. VICKARYOUS, P.A.

By:



Name: James Vickaryous

President

Title

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyers actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains

unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 1-850-561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

CITY OF DAYTONA BEACH SHORES

By: Nancy J. Miller
Name: Nancy J. Miller
Title: Mayor DBS, FL

City of Daytona Beach Shores

SCHOCHOR, FEDERICO AND
STATON, P.A.

By:

Philip Federico

Name: Philip Federico

Partner
Title

Contingent Fee Retainer Agreement

DOUGLAS R. BEAM P.A.

By:

Douglas Beam

Name: Douglas Beam

President
Title

SPANGENBERG, SHIBLEY &
LIBER, LLP

By:

Robert W. Spangenberg

Name:

of counsel
Title

MICHAEL KAHN, P.A.

By:

Michael Kahn

MICHAEL KAHN, President

ROMANO LAW GROUP

By:

John F. Romano

Name: John F. Romano

Attorney
Title

JAMES G. VICKARYOUS, P.A.

By:

James G. Vickaryous

Name: James Vickaryous

President
Title

EXHIBIT B

Daytona Beach Shores city, FL

Contact Counsel:

Romano Law Group
Eric Romano
eric@romanolawgroup.com

Other Firms with a Fee Interest:

Douglas R. Beam, P.A.
Doug Beam
doug@dougbeam.com

Michael Kahn, P.A.
Michael Kahn
michael@michaelkahnpa.com

Schochor, Federico and Staton, P.A.
Brent Ceryes
bceryes@sfspa.com

Spangenberg Shibley & Liber
Peter Weinberger
pweinberger@spanglaw.com

James G. Vickaryous, P.A.
Jim Vickaryous
jim@vickaryous.com





Article II, Section 8, *Constitution of the State of Florida*: ***“Ethics in government.—A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse.”***

“LIFE IS BETTER HERE.”

**CITY COUNCIL AGENDA MEMORANDUM
JUNE 14, 2022 AGENDA**

TO: Honorable Mayor and Members of the City Council
COPIES TO: Kurt D. Swartzlander, City Manager
Cheri Schwab, City Clerk
FROM: John Cary, City Attorney
DATE: June 7, 2022
SUBJECT: ***City Attorney Report***

The following is intended as my written report to the City Council for matters arising subsequent to its last meeting of May 24, 2022. Please advise if you have any questions, comments or concerns relative to these matters.

(1) *Special Events Ordinance*

Held discussion with staff and provided legal analysis and advice regarding a potential special events ordinance in accordance with a law passed during the 2022 legislative session. Discussed with Volusia County Sheriff’s Office.

(2) *Fire Truck Ladder Warranty*

Held a conference with the fire truck insurance adjuster and a member of the Department of Public Safety staff.

(3) *Purchasing Policies Ordinance*

Reviewed and provided comments and recommendations regarding a proposed ordinance relating to the city’s purchasing policies.

(4) *Opioid Lawsuit*

Reviewed documents and corresponded with class action counsel for the opioid lawsuit.

(5) *American Flood Coalition*

Reviewed a resolution to authorize the city to join the American Flood Coalition.

(6) *Condominium and Cooperative Bill Analysis*

Reviewed a new law and provided a legal analysis of a new law regarding mandatory inspections of condominium and cooperative buildings.

Respectfully, submitted,

/s/ John Cary, City Attorney



CITY OF DAYTONA BEACH SHORES

"Life Is Better Here"

Office of the City Manager

Phone (386) 763-5373 Fax (386) 763-5360

MEMORANDUM

DATE: June 8, 2022

TO: City Council: Mayor Nancy Miller; Vice Mayor Mel Lindauer, Council Member Rick Frizalone; Council Member Richard Bryan, and Council Member Michael Politis

FROM: Kurt D. Swartzlander, City Manager

SUBJECT: City Manager's Report – June 14, 2022

City Transition Team Update:

During my first week as City Manager, I received the official retirement notice from Director of Public Safety Stephan Dembinsky of his planned retirement, effective October 4, 2022.

I also had the opportunity to announce the promotion of Captain Fowler to become the next Director of Public Safety for the City of Daytona Beach Shores.

Lory Irwin also assumed her new role as Finance Director on June 4th.

Thank you to the City Council for supporting a very strong succession plan in the midst of the retirements of so many long-serving key employees of the city.

Shores Alert Emergency Notification System: Allows residents to stay connected during emergencies and learn about important community news and events by signing up for the new ShoresAlert notification system. This system enables us to provide important information during times of severe weather, unexpected road closures, missing persons, evacuations, and boil water notices in Daytona Beach Shores.

Sign up through our website at www.CityofDBS.org. Participants can change their subscription preferences at any time, and all information provided will be kept strictly confidential in compliance with Florida Law.

New City APP: The city had developed a new Daytona Beach Shores mobile app to give a quick and easy connection to city information, news and resources. Residents can reserve tennis courts, find classes, activities and events, and review meeting agendas. Users can sign up for the new ShoresAlert notification system and report issues such as code enforcement violations and maintenance problems at parks and streets.

The app is named “**Daytona Beach Shores**” and is available for free in the Google Play and Apple App stores.

Treasure Island Update: The property owner completed work ahead of the deadline stipulated in the agreement. Looking ahead, the agreement states that Acres has another 30 days beyond the demolition deadline to restore the site to a level, grassy site suitable for development and equipped with a fence or guardrail along the seawall. They have already begun hauling away debris. Acres will then have 30 more days to get it restored. The City anticipates they will meet that deadline.

HB 1435 Code and Traffic Enforcement Bill: Signed by the Governor on May 26, 2022. The law authorizes the designation of special event zones; provides requirements & enhanced penalties for certain infractions; authorizes impound of the motor vehicle of the person who commits certain infractions or violation; limits impoundment term; requires motor vehicle to be released upon payment of impound costs & fees; authorizes sheriff to grant temporary authority to law enforcement officer; provides for recovery of costs & fees associated with designating & enforcing special event zones; revises types of sound making devices or instruments subject to prohibition against operating or amplifying sound from motor vehicle; and prohibits operation or amplification in areas adjoining private residences. Our Public Safety Department has created protocols for the City to use when necessary related to this type of event.

Peck Park Dedication Scheduled for June 24 at 11:00 a.m. : The park is located at 3167 S. Atlantic Avenue and features over 100 parking spaces, restrooms, showers, bike racks, grills, playground equipment, fitness stations and an ADA accessible dune walkover.

Discussion Item:

Budget Workshop for FY2022-2023

Staff would like to hold a budget workshop on July 26th at 5:00pm.



CITY COUNCIL AGENDA MEMORANDUM
JUNE 14, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council
FROM: Lory Irwin, Finance Director
PREPARED BY: Lory Irwin, Finance Director
SUBJECT: Resolution 2022-03 Investment Policy Update

SYNOPSIS:

At the last council meeting, with Council consensus, it was recommended to update the current investment policy to increase investments of obligations of the United States from 50% to 100%.

FISCAL IMPACT STATEMENT:

The financial impact to the City would be the ability to invest up to 100% of reserve funds with JP Morgan Securities in Treasury securities earning between 1.24%-2.72% for 3 month bills to 2 year notes.

BACKGROUND:

The city has been earning between .01% to .15% on cash reserves with Bank of America and SeaCoast Bank. In the current economic environment, treasury securities would allow the city to increase its investment income while abiding by sound investment practices. The current investment policy allows a maximum investment of up to 50% in direct obligations of the United States government; staff recommendation and council consensus is to update the policy to allow for a maximum investment of up to 100% in direct obligations.

LEGAL REVIEW:

Council discretion

RECOMMENDATION:

Staff recommends the approval of Resolution 2022-03, updating the investment policy to include a maximum investment in U.S. obligations to 100% of cash reserves.

SUGGESTED MOTION:

Motion to approve Resolution 2022-03.

ATTACHMENT: 1. 2022-02 update investment policy

RESOLUTION 2022-03

A RESOLUTION UPDATING THE CITY OF DAYTONA BEACH SHORES, FLORIDA INVESTMENT POLICY FOR MUNICIPAL FUNDS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Ordinance 96-12 governs the investment of municipal funds; and this resolution is intended to provide the detailed investment policy; and

WHEREAS, it is necessary to update Resolution 2008-02 to guidelines for investments and portfolio composition limits;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF DAYTONA BEACH SHORES, FLORIDA THAT:

Section 1: Investment Policy

I. Scope

This investment policy applies to all funds held by or for the benefit of the City of Daytona Beach Shores, Daytona Beach Shores, Florida, USA 32118, hereinafter referred to as "city".

II. Investment objectives

The following investment objectives will be applied in the management of city funds:

- (1) The primary objective of the city's investment activities is the protection of city funds. These investments shall be planned so as not to slow the normal distribution of the subject funds. The investment strategy will provide sufficient liquidity to meet the city's operating, payroll, capital, and statutory disbursement requirements.
- (2) In investing city funds, the city will strive to maximize the return on the portfolio while assuming minimal investment risk.
- (3) The city will seek to control risks and diversify investments regarding specific security types, maturities, and financial institutions.

III. Performance measurement and reporting

The city shall monitor the performance of the portfolio on at least a monthly basis as a function of the bank account reconciliation process. A portfolio report, indicating a breakdown of the portfolio and its performance during that period will be reported to the City Manager. Performance shall include current interest and dividend rates, and any net increase (decrease) in the fair value of investments. The report shall also include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

IV. Prudence and ethical standards

The investment manager, or persons performing the investment function, acting as a "prudent person" in accordance with these written policies and procedures, and exercising due diligence, shall not be responsible for an individual security's credit risk or market price changes. The "prudent person" standard is herewith understood to mean the following: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as probable income to be derived from the investment.

V. Authorized investments

As established by this investment policy, the investment manager or appropriate management staff shall purchase or sell investment securities at prevailing market rates. Authorized instruments are as follows:

- (1) The Florida Local Government Surplus Funds Trust Fund (SBA) or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969.
- (2) Bonds, notes, or other obligations of the United States guaranteed by the United States or for which the credit of the United States is pledged for the payment of principal and interest or dividends.
- (3) Interest-bearing savings accounts and/or time deposits in state-certified qualified public depositories.
- (4) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (5) Federal agencies and instrumentalities which are non-full faith and credit agencies.

- (6) Collateralized Mortgage Obligations (CMO's) supported by mortgages guaranteed by the following: Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), and Federal Home Loan Mortgage Corporation (FHLMC).
- (7) Commercial paper rated at the time of purchase, "Prime-1" by Moody's Investors Service and "A-1" by Standard & Poor's Corporation.
- (8) The Florida Municipal Investment Trust.

VI. Maturity and liquidity requirements

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of the agency funds shall have maturities consistent with the statutory distribution requirements.

VII. Portfolio composition

The following are the guidelines for investments and limits on security issues, issuers, and maturities. However, due to liquidity requirements, the city shall have the option to invest in the instruments itemized below without regard to percentage limits from time to time based on market conditions and cash flow requirements.

- (1) The Florida State Board of Administration (SBA) Local Government Investment Pool (LGIP):

A maximum of one hundred (100) percent of the portfolio may be invested in the SBA.

- (2) Bonds, notes, or other obligations of the United States guaranteed by the United States or for which the credit of the United States is pledged for the payment of principal and interest or dividends:

A maximum of one hundred (100) percent of the portfolio may be invested in direct obligations of the United States government.

- (3) Interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories:

A maximum of one hundred (100) percent of the portfolio may be invested in the combination of interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories:

- (4) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency:

A maximum of twenty (20) percent of the portfolio may be invested in SEC registered money market funds.

- (5) Federal agencies and instrumentalities which are non-full faith and credit agencies:

A maximum of thirty (30) percent of the portfolio may be invested in federal agencies and instrumentalities.

- (6) Collateralized Mortgage Obligations (CMO's) supported by mortgages guaranteed by the following: Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), and Federal Home Loan Mortgage Corporation (FHLMC).

A maximum of twenty (20) percent of the portfolio may be invested in CMO instruments.

- (7) Commercial paper rated at the time of purchase, "Prime-1" by Moody's Investors Service and "A-1" by Standard & Poor's Corporation.

A maximum of ten (10) percent of the portfolio may be directly invested in prime commercial paper.

- (8) The Florida Municipal Investment Trust (FMIT)

A maximum of one hundred (100) percent of the portfolio may be invested in the FMIT.

VIII. Risk and diversification

Assets held shall be diversified to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which these instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically as necessary.

IX. Authorized investment institutions and dealers

The city shall only purchase securities from financial institutions which are qualified as public depositories by the Treasurer of the State of Florida, and from regional securities dealers as designated by the Federal Reserve Bank of New York.

X. Master repurchase agreements

All approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the master repurchase agreement. All repurchase agreement transactions shall adhere to the requirements of the master repurchase agreement.

XI. Bid requirement

Securities may be purchased utilizing the comparison to current market price method. The city shall select securities based on the best rate at the time of purchase, based on information from correspondent institutions. When feasible and appropriate, the city will competitively bid securities in question and analyze and select one (1) or more optimal types of investment, in consideration of the cash-flow needs of the city and market conditions.

XII. Third-party custodial agreements

The city will execute a third-party custodial safekeeping agreement with a commercial bank's trust department which is separately chartered by the United States government or the State of Florida. All securities purchased and/or collateral obtained by the city shall be properly designated as an asset of the city and held in safekeeping by the trust department and no withdrawal of such securities shall be made from safekeeping except by an authorized city staff member.

The third-party custodial safekeeping agreement shall include letters of authority from the city, details as to the responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements, wire transfers, safekeeping transactions and costs, procedures in case of wire failure, or other unforeseen mishaps including liability of each party.

XIII. Internal controls

The city shall establish and monitor a set of written internal controls designed to protect the city's funds and ensure proper accounting and reporting of securities transactions. Such internal controls include but are not limited to the following:

- (1) All securities purchased or sold will be transferred only under the delivery versus payment method, with the exception of one-business day repurchase agreements and overnight sweep investments, to insure that funds or securities are not released until all criteria relating to the specific transaction are met.
- (2) The city is authorized to accept bank trust receipts or confirmations as evidence of actual delivery of the obligations/securities in return for investment of funds. Trust receipts or confirmations shall fully describe the various obligations or securities held.

- (3) Obligations or securities may be held by a third-party custodial bank or institution.
- (4) All daily investment activity is coordinated by the city finance director and periodically reviewed by the city manager. The city manager shall provide for internal controls of supervisory control of employee actions and operations review, performance evaluations, and interim and annual reporting.

XIV. Delegation of authority

Responsibility for the administration of the investment program is hereby delegated to the city manager. The city manager shall be responsible for the implementation of internal controls and monitoring the activities of subordinate staff.

XV. Continuing education

City officials responsible for making investment decisions must annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

XVI. Reporting

City officials responsible for making investment decisions or the chief financial officer shall prepare periodic reports for submission to the legislative and governing body of the unit of local government, which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

XVII. Sale of securities

When invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the unit of local government's governing body may sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of the unit of local government.

XVIII. Conflicts

All resolutions or parts of resolutions in conflict with any of the provisions of the Resolution are hereby repealed.

XIX. Severability

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair

the validity, force or effect of any other action, sentence, phrase, word, or portion of the Resolution not otherwise to be invalid, unlawful, or unconstitutional.

XX. Audits

Certified public accountants conducting audits of units of local government pursuant to section 218.415 shall report, as part of the audit, whether or not the unit of local government has complied with this section.

Section 2. Effective Date

This resolution shall become effective immediately upon adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Nancy J. Miller, Mayor

ATTEST:

By: _____
Kurt D. Swartzlander, City Manager

By: _____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY

By: _____
Gretchen R. H. "Becky" Vose, Esq., City Attorney

Passed and Adopted on first reading this ____th day of ____June_____, 2022.



CITY COUNCIL AGENDA MEMORANDUM

JUNE 14, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Gwyn Herstein, Code Enforcement Coordinator

PREPARED BY: Gwyn Herstein, Code Enforcement Coordinator

SUBJECT: Consideration of Request for Reduction of Code Enforcement Lien for Case Number PCDEF2017-71 by SS 2500, LLC (Property Owner of 2500 and 2504 S. Atlantic Avenue)

SYNOPSIS:

Code Enforcement Case Number PCDEF2017-71 was sent before the Code Enforcement Board on December 5, 2017, and the property owner, SS 2500, LLC, was given until January 4, 2018, to bring the property at 2500 S. Atlantic Avenue into compliance. The Code Enforcement Board acknowledged, during the February 2018 hearing, that the violation was not brought into compliance by the ordered compliance date. Fines of \$250.00 per day accrued until compliance was achieved on March 23, 2018. The Code Enforcement Board did not reduce the total fine of \$19,250.00 at the May 2018 hearing held partially for the consideration of granting such a fine reduction or rescission. Janet Ivanhoe, representing SS 2500, LLC, hereby seeks a reduction of this lien, due to its possible effect on the sale proceedings of 2504 S. Atlantic Avenue (former Aloha Mini Golf).

FISCAL IMPACT STATEMENT:

Dependent upon Council action.

BACKGROUND:

On this property is the Southern Sands Motel, housing twelve weekly/monthly rental units and an office. Code enforcement staff became involved with issues at this property after a tenant called to report that they had no access to hot water. They'd been told this was due to multiple water leaks in the plumbing lines. Code Enforcement staff contacted the property owner, who was already working with a plumber to replace the water heater. No immediate progress was made, though two plumbers were called in to bid the job. Code enforcement staff checked for involvement by the Florida Division of Business and Professional Regulation and stayed in contact with two tenants regarding the intermittent water and hot water availability. When a plumbing permit application was received by the Building and Codes Division for almost \$29,000 of pipe replacement behind unit walls, it was communicated that a building permit would also be required for the job. The plumbing repairs were made without the building permit for the walls being obtained and the builder who'd submitted the building permit application told City staff by letter that he'd no longer be involved in the job. A code enforcement Notice of Violation was sent shortly thereafter. After 30 days, when no replacement

building permit application was forthcoming, the property owner was sent Notice for an Initial Hearing before the Code Enforcement Board. This hearing took place on December 5, 2017; the property owner was given 30 days (until January 4th) to cause the building permit to be obtained, the work to be done, and the approved final inspection to be obtained or fines of \$250.00 per day would begin. The afternoon of the hearing, a second building permit application was submitted for the work by a different contractor. Within a week, this building contractor rescinded his permit application, too. He stated he was uncomfortable with the terms of the property owner. On December 27th, the original building permit applicant, Steve Thompson, submitted a fresh application and obtained his permit the following day. February 20, 2018, the Code Enforcement Board found that the property had not been brought into compliance. In mid-March, a call to the contractor revealed that he'd just been able to begin the work. He stated that when he lined up workers, access to the units was not possible for a variety of reasons. When given full access the previous weekend, he'd been able to complete 75% of the job. Compliance was achieved at a final inspection on March 23, 2018. At a hearing to consider a reduction or rescission of the accrued fines, the Code Enforcement Board voted not to reduce the fines. The Board's Order was recorded in the official records of Volusia County, but the fines were not paid. A lien search was conducted in late April 2022, in conjunction with an offer to purchase the neighboring property at 2504 S. Atlantic Avenue, which is also owned by SS 2500, LLC. The property owner submitted this *Request for Reduction/Rescission of Code Enforcement Lien by City Council* on June 3, 2022.

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

Attachment 3 of this agenda item was provided by Community Services Director Stewart Cruz; it utilizes the criteria outlined by the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 2, Section 2-26.(5)(j) entitled "Application for satisfaction, reduction or release of code enforcement liens." Based on this criteria, the director is recommending **the accrued fine be reduced \$19,250 to \$5,000.00 plus \$293.60 in approved-but-unpaid administrative costs, provided this total reduced fine and fee are paid within 5 business days.**

NOTE: Any reduction or rescission of this lien is at the City Council's discretion.

SUGGESTED MOTION:

- ATTACHMENT:**
1. 1 Owner Request for Code Enforcement Lien Reduction by City Council Form
 2. 2 Owner Submissions (3 pgs) Regarding Steps Taken to Achieve Compliance
 3. 3 Recommendation on Lien Reduction Request for Code Enforcement Case #PCDEF2017-71
 4. 4 Code Enforcement Case Notes
 5. 5 Aerial View and North Views of 2500 S. Atlantic Ave
 6. 6 Code Enforcement Findings of Fact, Conclusions of Law and Order dated December 8, 2017
 7. 7 Code Enforcement Order Imposing FineLien dated February 23, 2018
 8. 8 Code Enforcement Order on Request for Reduction Rescission of Fines dated May 18, 2018



CITY OF DAYTONA BEACH SHORES
2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office 386-763-5330 Fax 386-763-5370
gherstein@cityofdbs.org



REQUEST FOR REDUCTION/RESCISSION
OF CODE ENFORCEMENT LIEN BY CITY COUNCIL

I hereby request consideration for the code enforcement lien associated with the following property:

Address of Property Subject to the Lien: 2500 S. Atlantic Ave, DBS

County Tax Parcel ID #: 22-15-33-01-00-0252 Property Owner: SS 2500 LLC

Contact Name: Janet Ivanhoe Contact Phone Number: 386-677-8888

Current Amount of Lien: \$ 19,250.- Board/Magistrate Approved Admin. Costs: \$ 293.60

Check one of the following statements:

 I hereby request that said lien be rescinded in full.

✓ I hereby request that the lien be reduced to the amount of \$ 5,000.-

If requested reduction is granted, I agree to pay in full by the following date: to be paid
upon the closing of the golf course across the street. There is a contract

Code Enforcement Case Number: PCDEF2017-71 (CDEF number)(One application per case #)

Date the Property Became Compliant*: March 23, 2018

*Note: Cases will not be considered for lien reduction or rescission unless all violations have been corrected and record of such is on file with the Code Enforcement Office.

Specific reason(s) the lien reduction or rescission should be granted: We are in compliance.
Also please see Attached statement from Janet Ivanhoe
And documents regarding Vincent Capuzzi Plottering
None of the violations were ~~not~~ threatening And it was difficult
were not life to find someone to do these smaller

Specific reason(s), if any, that compliance was not accomplished by the violator/property problems owner prior to the order of penalty or fine being recorded: At the time I wasn't
ambulatory, I was short on funds at the time, had a difficult
time finding a contractor. But finally came into compliance.

Also I have had to take out a HELOC on my homestead to keep myself afloat



I certify that the information supplied in this application is true and correct.

[Signature]

Property Owner/Representative Signature

JANET IVANCHUK

Printed Name

State of Florida, County of Volusia

Sworn to or affirmed and subscribed before me this 3rd day of June, 2022,
by online notarization or ☒ physical presence by _____,
who is personally known to me or has produced _____ as identification.

Notary Public



GEORGE S. PAPPAS seal
Commission # HH 070174
Expires January 26, 2025
Bonded thru Budget Notary Services

Attention Property Owner/Representative: The following must be submitted along with this Request:

- A copy of the *Order on Consideration for Reduction or Rescission of Fine* issued by the Code Enforcement Board/Special Magistrate ✓GH
- Payment in the amount of \$191.00 for administrative costs associated with the application process (These costs are non-refundable without regard to the final disposition of the application.) ✓GH
- Document authorizing specific representation of the property owner IF the above-signed property representative is not the property owner of record or officer of the company that is the property owner of record (as listed by the appropriate state's Division of Corporations website). ✓GH (Blank *Authorization to Represent* forms are available from the Code Enforcement Office)
- Submit this form and accompanying documents to the Code Enforcement Office on the 2nd floor of City Hall. (Documents can be notarized at the Code Enforcement Office with proper ID)

Official Use Only:

1. Compliance date, fine amount, and Board or Special Magistrate-approved administrative costs have been verified, threshold criteria met, and representative's standing confirmed with Code Enforcement Office? Comments: All criteria met and information verified, though multiple holes in drywall of units are arguably life safety issues.
2. Date submitted to City Manager: 6/6/22 Letter of denial dated: ____/____/____ (If applicable)
3. Date determination made by City Council: ____/____/____

Results of Lien Consideration: (Fines & Board or Special Magistrate-approved administrative costs)

Rescinded _____
Continued in full _____
or Reduced to \$ _____

4. Returned to Code Enforcement Office for processing: ____/____/____

PCDEF
2017-71

SS2500 LLC

SOUTHERN SANDS MOTEL

PO Box 4221,

Ormond Beach, FL 32175

AFTER A TREACHEROUS EXPERIENCE WITH THE HIGHLY RECOMMENDED WEAMS PLUMBING, IT BECAME APPARENT THEY HAD NO EXLERIENCE WITH REPLUMBLING AN OLDERI BUILDING, AS THEY KEPT JACK HAMMERING THE CONCRETE FLOOR CREATING A DISASTER

FORTUNATELY, STEVETHOMPSON, RECCOMENDED A COMMERCIAL PLUMBER WHO WAS ABLE TO SIMPLIFY THE JOB BY PLACING THE PIPES OUTSIDE THE BUILDING. CONSEQUENTLY, THEY HAD TO MAKE A FEW HOLES INTO THE WALLS

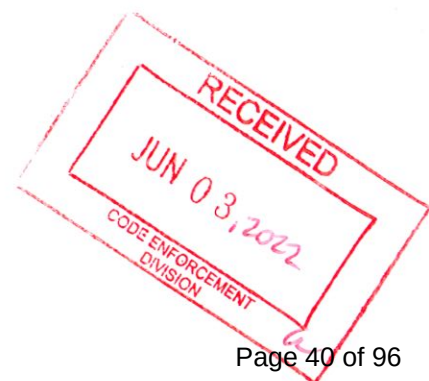
G W PLUMBING MADE ONE HOLE IN A FEW ROOMS TO ACCOMMODATE A PIPE GOING THRU A WALL. NOT ALL ROOMS WERE AFFECTED. .GW PLUMBING COULD VERIFY THIS.

I HIRED A PLASTERING COMPANY, VINNIE CAPOSSI PLASTERING COMPANY, (see enclosure) TO PATCH UP THE FEW HOLES. HOWEVER, A STOP WORK ORDER WAS PLACED ON HIM BECAUSE THE CITY STATED HE WAS NOT A GENERAL CONTRACTOR. I WAS BAFFLED BY THIS AS IT WAS A SIMPLE JOB ANY HANDYMAN COULD HANDLE.

AS A MATTER OF FACT, VINNIE CAPOSSI PLASTERING COMPANY WAS ALSO PLASTERING THE ENTIRE SHORE LINE MOTEL DURING THE SAME TIME PERIOD. HE WAS THERE FOR TWO WEEKS

I KEPT CALLING PEOPLE ON LIST GIVEN BY THECITY TO NO AVAIL, AS NO ONE WAS INTERESTED IN SUCH A SMALL JOB. I BELIEVE, EVENTUALLY STEVEN THOMPSON TOOK OVER.

I HAD NO IDEA I WAS BEING FINED FOR SUCH A MINOR INFRACTION.



PCDEF
2017-71

D&B Business Directory

Vincent Capozzi Plastering

Looking for a credit report on Vincent Capozzi Plastering?

Our Business Information Report Snapshot is a collection of business credit scores and ratings that help you gauge the financial health of your customers, suppliers, and business partners

- Access the company's payment history and background information on key employees
- See the company's D&B PAYDEX® Score and five other Dun & Bradstreet scores and ratings

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Overview

Doing Business As: Vincent Capozzi Plastering

Company Description: Vincent Capozzi Plastering is located in Ormond Beach, FL, United States and is part of the Building Finishing Contractors Industry. Vincent Capozzi Plastering has 5 total employees



across all of its locations and generates \$213,717 in sales (USD). (Sales figure is modelled).

Key Principal: VINCENT CAPOZZI

Industry: Building Finishing Contractors , Specialty Trade Contractors , Construction , Plastering, plain or ornamental

See other industries within the Construction sector: Building Equipment Contractors , Foundation, Structure, and Building Exterior Contractors , Highway, Street, and Bridge Construction , Land Subdivision , Nonresidential Building Construction , Other Heavy and Civil Engineering Construction , Other Specialty Trade Contractors , Residential Building Construction

Popular Search:

Building Finishing Contractors

Specialty Trade Contractors

Construction

Address: 595 Bryant St Ormond Beach, FL, 32174-7303 United States

Phone: (386) 492-4113

Employees (this site): 5 ⓘ Actual

Employees (all sites): 5 ⓘ Actual

Revenue: \$213,717 ⓘ Modelled

Year Started: 2008

ESG Ranking: 3.0

ESG Industry Average: 2.68

What is D&B's ESG Ranking?

Is this your business? Contact us to understand how D&B calculated your company's specific ESG Ranking, provide new or updated information to ensure your company's ESG Ranking remains accurate and up to date, or dispute your current ranking.

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CITY OF DAYTONA BEACH SHORES
Community Services Department

TO: Kurt Swartzlander, City Manager

FROM: Stewart Cruz, Community Services Director

DATE: June 6, 2022

RE: Recommendation Regarding a Request by the Current Property Owner for City Council to Reduce the Code Enforcement Lien Associated with Case Number PCDEF2017-71, Property address: 2500 S. Atlantic Avenue in Daytona Beach Shores, Florida

Recommendation: Based on the below criteria, as outlined in the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 2, Section 2-26. "Means of enforcing city codes and ordinances; implementation of Local Code Enforcement Boards Act.", Subsection (5)(j)1. through 6., **the accrued fine be reduced to \$5,000.00 plus \$293.60 in approved-but-unpaid administrative costs, provided this total reduced fine and fee are paid within 5 business days.**

Consideration Criteria:

1. **The gravity of the violation** – While this case included only one violation, openings left in drywall/plaster walls between rental units is a potential life safety issue according to Building Official Steve Edmunds.
2. **The time it took the violator/property owner to come into compliance** - The property owner was given 30 days by the code enforcement board to bring the property into compliance. The property owner achieved compliance after 108 days. (77 fined days)
3. **The accrued amount of the code enforcement fine or lien as compared to the market value of the property** – The accrued amount of this code enforcement lien is \$19,250.00. When compared to the conservative, Just/Market Value of the property currently shown on the Volusia County Property Appraiser's website at \$150,360, the lien is 12.8% of said 2022 Just/Market Value. A

reduction of this lien to \$5,000.00 results in the lien being 3.3% of the property's Just/Market Value.

4. **Any previous code violation(s) of the applicant/owner** – For the 4 properties in Daytona Beach Shores owned by SS 2500, LLC; its managing member, Janet Ivanhoe; or Short Hills, LLC (also lists Janet Ivanhoe as its managing member), at least 10 Notices of Violation have been issued in the last 15 years, including the one for this case. Violations ranged from simple issues like a dumpster enclosure in disrepair to others for more serious violations, including work begun without a permit(s). Some of the violations contained in these Notices were rectified promptly, while others needed to be called to hearings before the code enforcement board or special magistrate. Another open code enforcement case currently exists in Daytona Beach Shores for a different property owned by Ms. Ivanhoe – 2504 S. Atlantic Avenue, which is currently under contract to be purchased. The buyer plans to demolish and remove the existing structures and hazards on the property associated with a closed, dilapidated mini-golf course and rebuild a new mini-golf attraction in its place.
5. **Consideration for the future or proposed use of the property for public purpose** – This property is zoned “GC-RD,” and is therefore eligible to be utilized according to the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix “G” - *Land Development Code*, Chapter 14, Section 14-31.1. *General Commercial-Redevelopment District*. and other prevailing codes and ordinances.
6. **Listing of all other properties owned by the applicant/owner in Volusia County, Florida** – 2504 S. Atlantic Ave. & 138 Beachcomber St. are also owned by SS 2500, LLC. Janet Ivanhoe, managing member of SS 2500, LLC, is associated with other property-owning companies in Volusia County.

Violation Follow-up Summary

Property Owner: SS 2500, LLC
Property Address: 2500 S. Atlantic Avenue
Code Enforcement Case #: PCDEF2017-71
Volusia County Parcel ID #: 5322-01-00-0252

Found In Violation of: *The Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" - Land Development Code, Chapter 5, Section 5-6. Building Code adopted.* which refers, in part, to the *Florida Building Code – Fifth Edition (2014), Chapter 1, Section 105.1. Required.*

- **No permit was obtained to remove and replace drywall in all units associated with the replacement of hot and cold water lines**

April 6, 2017 – I received a complaint from a guest at the Southern Sands Motel that they had not had hot water for a week – that a leak, which was to have been repaired on Monday (the 3rd), was still an issue. Other items were mentioned such as the refrigerator not cooling well and the toilet needing to be plunged almost every day. I gave her the complaint phone number and e-mail for the Division of Business and Professional Regulation for the issues and she said she would contact them immediately to complain. I said I'd be following up on the hot water and water leak issues.

I called the motel phone number and left a message. I received a call back shortly from the property owner, Ms. Janet Ivanhoe. She said Herb Weems, a local plumber, was on his way to the property to fix the issue, which she described as "extensive." I told her to please remind him that permits were required to fix the issues she had mentioned – leaks behind the walls. Mr. Weems currently had a permit to replace the leaking water heater.

April 12, 2017 – Ms. Ivanhoe came in for a fence permit application. I told her the plumber had not pulled any additional permits and asked if the units had hot water. She replied that some did not. I called the plumber's office and was told by his office manager, Sarah, that Herb was in the middle of filling out the additional permit application to replace water lines which "looked like pincushions." She said that the water heater is fine but runs on gas and the gas service was temporarily disconnected due to non-payment of \$2,600 bill. I immediately sent a back-up e-mail of complaint to DBPR about the property's lack of hot water and received confirmation # 700370983523131.

April 13, 2017 – We received another plumbing permit application from Herb Weems to “Replace hot and cold water lines” with a stated job cost of \$20,000. This permit was reviewed promptly and was obtained on April 17, 2017. This permit was issued with a condition that a building permit is also needed to replace the drywall on the walls.

April 20, 2017 – Janet Ivanhoe called and said, “Herb Weems is slow.” I told her he was the contractor she had chosen and maybe she should call another one. She told me the Health Department had been out and she knew I had called them because they told her. I said it was good they had been there and asked what they were requiring. She said, “They’re requiring that I fix it! You said he was good!” (referring to Herb Weems). I told her I had said no such thing – that I can not and do not recommend contractors in any way.

April 28, 2017 – We received a letter from Ms. Ivanhoe that a different plumber would be completing the job Herb Weems had permitted. The letter was accompanied by a plumbing permit application from G & W Welborn Plumbing, LLC, to “Replace hot and cold water lines” with a job cost of \$28,949. The plumber gave limited power of attorney to Ms. Ivanhoe to pick up the permit. This time, the plumbing permit would not be issued without an accompanying building permit application.

May 19, 2017 – I received a message from a tenant couple that they intermittently have no hot water or no water entirely. I was told the walls are being cut into but there is sometimes no water to clean up the mess being made.

I reached out to DBPR staff to ascertain where things stood with them and the motel. I was told by an operator who could look at the computer file that they’d followed up on 4 complaints (4/14, 4/17, 4/26, and 5/10) and had closed each. She asked if I would like the inspector to call me and I said I would. I received a reference number for the request of 1100348 and was told it would take 24-48 hours.

I reached out to the plumber who said Steve Thompson would be doing the building work at the site. Cherelle told me she’d have Mr. Thompson call me directly about it. Cheryl in our permitting office said that Mr. Thompson had picked up a permit application the week before.

May 22, 2017 – Sarah Larson with DBPR returned my phone call. She said she cannot go into occupied rooms and therefore was not able to see much. She said that, on May 18th, she had given the property owner 2 more weeks to correct the issues because she knew Ms. Ivanhoe had replaced her plumber. She said that if people are still having problems they should call in

additional complaints. I tried calling the tenants back but the number I had been given was a fax line.

May 25, 2017 – The tenants reached out to me and I was able to explain what I knew. They planned to call and call again as long as the problem persisted. I told them that was good since they would have immediate knowledge of their own situation – but they could call me again anytime to reach out to DBPR from my office.

May 30, 2017 – Ms. Ivanhoe called to say the plumbing was done. I told her that the plumbing permit hadn't even been obtained yet because we still did not have the building permit for the drywall replacement.

June 5, 2017 – We received a permit to "Repair drywall where new plumbing lines have been installed" at a job cost of \$10,000. We did not get the contractor's signature until June 9th. The plumbing and building permits were ready to be issued on June 14th.

June 15, 2017 – The plumbing permit was obtained. Plumbing inspections were done on June 26th and June 29th

July 13, 2017 – We called Steve Thomson's office again to ask him to pick up his building permit but had to leave a message.

August 4, 2017 – While out inspecting, I saw a group of male tenants sitting outside at this address. I asked if they had hot water and they said they did and that it had not been an issue recently.

August 17, 2017 - We called Steve Thomson's office again to ask him to pick up his building permit and spoke with Mr. Thompson.

September 1, 2017 – We received a letter from Mr. Thompson that he would not be picking up the building permit because he was unable to get a signed Notice of Commencement from the property owner. The permit matter was forwarded from the building department to the code enforcement office.

September 6, 2017 – A Notice of Violation was generated and sent by Certified Mail. Returned green card shows a delivery date of September 13, 2017, to the Registered Agent/Manager, Ms. Ivanhoe.

September 11, 2017 – The area was hit by Hurricane Irma.

November 13, 2017 - A re-evaluation was performed and the violation had not been corrected so a Statement of Violation/Request for Hearing and Notice of Hearing were prepared and sent via Certified Mail. Green card receipt shows a delivery date of November 27th to the P.O. Box listed on the Property Appraiser's website.

November 28, 2017 – Ms. Ivanhoe called and said, "I got your mail. I cannot get anyone to call me back to pull the permit." I offered to send her a list of certified general and building contractors who'd pulled permits here and she told me to fax it to her. I told her it would be quite a few pages and she said faxing was fine. I faxed it to 673-5307 and also sent it to the e-mail I had on record for her.

December 5, 2017 – Property was brought before the Code Enforcement Board for an Initial Hearing. Respondent was given until January 4th to rectify the violation and obtain an approved final inspection on the permit or a fine in the amount of \$250 per day would begin. Administrative fees of \$140.98 were imposed. A Findings Fact, Conclusion of Law and Order was generated, mailed to the Respondent, and recorded in the official records of Volusia County, FL.

We received a permit application from Contractor Steve Van Aernam for walls, ceilings, drywall, and finish. The permit was readied for issuance the same day and the contractor was called.

Week of December 11, 2017 – Steve Van Aernam called Permit Tech Cheryl Thibault to say that he was not going to be doing the job at 2500 S. Atlantic (nor at 136 Beachcomber) because Ms. Ivanhoe had told him she was only paying him to pull the permit(s) – not to do the work. Cheryl told him we needed a letter in writing to this effect and he said he would provide one.

December 18, 2017- While speaking with Mr. Van Aernam, Cheryl reminded him that we still needed a letter closing out the permits - unless something had changed and he would be doing the work. He said he would not and would stop in to give us the letter.

December 20, 2017 – We received the letter from Steve Van Aernam closing out his permit application.

December 27, 2017 – Steven Thompson, licenseholder for Centurian Builders, came in to submit a new permit application for the drywall and plastering of the rooms. He had previously submitted an application for this work but could not get a signed NOC and let his application expire. He told me she probably was not going to make her deadline but said he

didn't know when it was. I told him it was January 4th and he confirmed that he did not think he could be done in that amount of time.

December 28, 2017 – The builder obtained the permit to restore the drywall and plaster.

January 4, 2018 – This was the Board's ordered compliance date to have work completed and the permit(s) final approved.

January 8, 2018 – The property was re-evaluated and found to be non-compliant. An Affidavit of Non-Compliance was generated.

January 25, 2018 – A Notice of First Compliance Hearing was generated and sent by Certified Mail. Green card receipt shows a delivery date of February 3rd to the address listed in the County property appraiser's database.

February 9, 2018 – Janet Ivanhoe called. She said she'd been having knee issues and that, "The girl at the office is not showing up." She said she wanted us to know that she was not ignoring the situation but that she is having multiple personal issues. I asked if she could send someone from one of her other properties to coordinate access to the units and she said I had no idea how difficult it was. I told her I would make note of her call but suggested she continue working toward a solution as there are currently daily fines accruing.

February 20, 2018 – Property was brought before the Code Enforcement Board for a First Compliance Hearing. Property was found in violation and fines of \$250 per day were imposed beginning January 5, 2018. Additional administrative fees of \$76.31 were imposed.

March 6, 2018 – Jorge Rodriguez called our office and said he's the manager of this property. He said Ms. Ivanhoe had called him and said she was being fined daily for the openings in the walls. I explained the code enforcement case and where things stood. He asked if he would be finished if he just got a handyman in to close up the walls. I explained the existing permit and the permit requirements as a whole. I asked if the walls were closed up or still had holes/openings in them. He said they were still open and that he'd been calling Centurion for two weeks but had not heard back from them. I told him it might work out better for Ms. Ivanhoe to call another CBC or CGC to pull a new permit and finish the work to stop the fines if Centurion is not responding. He said he understood and would try to get the project moved forward.

March 19, 2018 – Because Fire Marshal Terry Griffiths called and asked to meet with Building Official Hiatt about his concerns about this property, I called the contractor for an update of his progress. He said he was finally able to move forward just this past weekend. When the

permit was issued, he had lined up workers but then there were a number of road-blocks including keys not being available, no tenants where tenants were supposed to give access, keys having to be made, Ms. Ivanhoe being unavailable, codes not working and being told to use screwdrivers to open doors, etc. His scheduled workers had to move on to other projects. They now have full access and, this past Saturday, they were able to complete about 75% of the work. He said he would pay his workers extra to prioritize the completion and inspection of the project.

March 23, 2018 – A final inspection was conducted and passed. The permit was closed and the case became compliant. An Affidavit of Compliance was generated.

April 24, 2018 – A Notice of Second Compliance Hearing was sent along with supporting documents by Certified Mail and First Class Mail and was also Posted on the property.

Jorge Rodriguez, manager of the motel, called and asked what the posting was about, how many days the property had been fined for, and the total of the fines. I gave him the information. We discussed the date and time of the hearing and how long it might take.

May 14, 2018 – Janet Ivanhoe called. She said she was aware of the meeting the next afternoon and asked what he should bring to it. I suggested she bring any evidence that she wanted to share with the Board as they considered a reduction/rescission of her fine. She asked if she should bring medical records and I told her that was up to her and anyone representing her. She said she would not be represented and would see me tomorrow.

May 15, 2018 – Property is brought before the Code Enforcement Board for a Second Compliance Hearing. The Board decided to not reduce the accrued fines and imposed additional administrative fees of \$76.31. An Order on Request for Reduction/Rescission of Fine was generated, mailed to the Respondent, and recorded in the official records of Volusia County, FL.

By: Gwyn Herstein, Code Enforcement

2500 S. Atlantic Avenue in Daytona Beach Shores



01/08/2019



View from northeast of property



View from northwest of property

Prepared by and return to:
Cheri Schwab
Code Enforcement Clerk
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Tax Parcel Identification Number:
5322-01-00-0252 (short)
22-15-33-01-00-0252 (full)

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
15th DAY OF February, A.D. 2018
Gwyn Heinstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

**ORDER OF THE CITY OF DAYTONA BEACH SHORES
CODE ENFORCEMENT BOARD**

Case number: PCDEF2017-71

CITY OF DAYTONA BEACH SHORES,
Petitioner,

vs.

SS 2500, LLC,
Respondent,

2/21/2018 8:23:29 AM
Instrument# 2018034760 4 pages
Book: 7509 Page: 4023
Electronically Recorded By
Volusia County Clerk of the Court

**ORDER OF THE CITY OF DAYTONA BEACH SHORES
CODE ENFORCEMENT BOARD**

The Daytona Beach Shores Code Enforcement Board, after due notice to the Respondent, has heard testimony under oath and considered other evidence admitted at a hearing held on the above styled case on the 5th day of December, 2017, and based on the evidence received, the Code Enforcement Board hereupon issues its Findings of Fact, Conclusions of Law, and Order in this Order of Violation and Non-Compliance, as follows:

FINDINGS OF FACT

The Respondent, SS 2500, LLC, is the owner of the property located at 2500 S. Atlantic Avenue in Daytona Beach Shores, Volusia County, Florida, which property is assigned Tax Parcel Identification Number 5322-01-00-0252 by the Volusia County Property Appraiser (hereinafter "the subject property").

The subject property is in violation of the provisions of the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix "G" - *Land Development Code*, Chapter 5, Section 5-6. *Building Code adopted*, which refers, in part, to the *Florida Building Code, 5th Edition (2014)*, Chapter 1, Section 105.1 *Required*, in the following manner: No permit was obtained to remove and replace drywall in all units associated with the replacement of hot and cold water lines.

CONCLUSIONS OF LAW

Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" – Land Development Code, Chapter 5, Section 5-6. Building Code adopted. provides as follows:

The Florida Building Code (2001), as amended, is hereby adopted and incorporated by reference as the standard building code for the city, subject to the local amendments provided by this article.

Florida Building Code, 5th Edition (2014), Chapter 1, Section 105.1. Required.

provides as follows:

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

The Respondent, in summary, is in violation of *Code of Ordinances of the City of Daytona Beach Shores, Appendix "G" - Land Development Code, Chapter 5, Section 5-6. Building Code adopted.* which refers, in part, to the *Florida Building Code, 5th Edition (2014), Chapter 1, Section 105.1 Required.* in the following manner: No permit was obtained to remove and replace drywall in all units associated with the replacement of hot and cold water lines.

The description/address of the subject property and the Tax Parcel Identification Number of the subject property are stated above.

ORDER

The Provisions of Chapter 162, *Florida Statutes*, relating to the enforcement of local government codes by means of code enforcement boards control the subject proceedings.

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, *Florida Statutes*, and other controlling law, it is duly **ORDERED** by the undersigned that the Respondent shall correct the code violation identified herein, including obtaining approved final inspections on the required permit, for the subject property no later than January 4, 2018.

The Respondent is ordered to pay minimum administrative fees in the amount of one hundred forty dollars and ninety-eight cents (\$140.98) to the City of Daytona Beach Shores.

Upon attaining compliance, the Respondent shall notify Ms. Gwyn Herstein, Code Enforcement Coordinator, for the City of Daytona Beach Shores, 2990 S. Atlantic

Avenue, Daytona Beach Shores, Florida, 32118, Phone 386-763-5330, who shall cause the code enforcement officer of record to perform an inspection and, based on the result of that inspection, generate an Affidavit of Compliance or Non-Compliance as the case may be.

In the event the Respondent does not comply with this Order in any respect, the Respondents shall pay a fine in the amount of two hundred fifty dollars (\$250.00) per day for each and every day the violation continues or occurs past the aforesaid date ordered for compliance by the undersigned. An Affidavit of Non-Compliance shall be generated in such circumstance.

Should the Respondent fail to comply with this Order in any respect within a specified time, a second hearing, called a First Compliance Hearing, shall be scheduled by the Code Enforcement Officer. Said hearing will address compliance issues only and whether the Respondent had complied with the Order as addressed at the first hearing.

This Order may be recorded in the Public Records of Volusia County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns, as the violation concerns real property, and the findings herein shall be binding upon the Respondents and any subsequent purchasers, successors in interest or assigns.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

The Respondent is further ordered to contact Ms. Gwyn Herstein to verify compliance with this Order that occurs past the date of required compliance and, in such event, an Affidavit of Compliance or Non-Compliance, as the case may be, shall be generated.

Any future reoccurrence of this violation by this Respondent within the next five (5) years will be treated as a repeat violation for which a fine of up to five hundred dollars (\$500.00) per day may be imposed.

DONE AND ORDERED this 8th day of December, 2017, *nunc pro tunc* to December 5, 2017, in Daytona Beach Shores, Volusia County, Florida.

**CODE ENFORCEMENT BOARD
CITY OF DAYTONA BEACH SHORES, FLORIDA**

By: [Signature]
LARRY SAFFER, CHAIRMAN

Attest: [Signature]
**CHERI SCHWAB, CODE ENFORCEMENT
CLERK**

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
15th DAY OF February A.D. 20 18
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., P.O. Box 4221, Ormond Beach, FL, 32175, and SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., 281 Oceanshore Blvd., Ormond Beach, FL, 32118, by first class mail this 8 day of December, 2017.

Ch Schwab

Cheri Schwab
Code Enforcement Clerk

I, GUYA HERSTEN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
15th DAY OF February A.D. 20 18
Guya Hersten
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

Prepared by and return to:

Cheri Schwab
Code Enforcement Clerk
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Tax Parcel Identification Number:

5322-01-00-0252 (short)
22-15-33-01-00-0252 (full)

**ORDER OF THE CITY OF DAYTONA BEACH SHORES
CODE ENFORCEMENT BOARD**

Case number: PCDEF2017-71

CITY OF DAYTONA BEACH SHORES,
Petitioner,

vs.

SS 2500, LLC,
Respondent,

_____ /

ORDER IMPOSING FINE/LIEN

The Daytona Beach Shores Code Enforcement Board, after due notice to the Respondent, has heard testimony under oath and considered other evidence admitted at a hearing held on the above styled case on the 20th day of February, 2018. The Code Enforcement Board acted in accordance with the prior Order entered on December 5, 2017, which Order was previously furnished to the Respondent. Said Order required the Respondent to bring the subject property into Code compliance by January 4, 2018. An Affidavit of Non-Compliance was generated on January 8, 2018. Based on the testimony of the Code Inspector and re-inspection of the property which was referenced in the prior Order and which assigned Tax Parcel Identification Number 5322-01-00-0252, the Code Enforcement Board finds that the property was not brought into compliance as ordered.

Accordingly, a fine and lien in the amount of eleven thousand, seven hundred fifty dollars (\$11,750.00) is hereby imposed for forty-seven (47) days of non-compliance with a fine in the amount of two hundred fifty dollars (\$250.00) per day continuing to run for each day that the Code violation remains in non-compliance after January 4, 2018. Administrative fees of one hundred forty dollars and ninety-eight cents (\$140.98) were

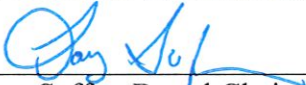
imposed at the December 5, 2017, hearing. Additional administrative fees in the amount of seventy-six dollars and thirty-one cents (\$76.31) are also hereby imposed for total administrative fees due in the amount of two hundred seventeen dollars and twenty-nine cents (\$217.29).

This Order may be recorded in the Public Records of Volusia County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns, as the violation concerns real property, and the findings herein shall be binding upon the Respondent and any subsequent purchasers, successors in interest, or assigns and shall constitute a lien against the above-described property and upon any other real or personal property owned by Respondents pursuant to Section 162.08 and 162.09, *Florida Statutes*.

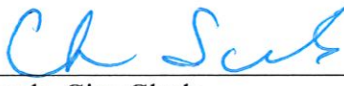
This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 23rd day of February, 2018, *nunc pro tunc* to February 20, 2018, in Daytona Beach Shores, Volusia County, Florida.

By: DAYTONA BEACH SHORES CODE ENFORCEMENT BOARD



Larry Saffer, Board Chairman

Attest: 

Cheri Schwab, City Clerk

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., P.O. Box 4221, Ormond Beach, FL, 32175, and SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., 281 Oceanshore Blvd., Ormond Beach, FL, 32176, by first class mail delivery, this 23 day of February, 2018.



Cheri Schwab
Code Enforcement Clerk

Electronically Recorded By
Johanna County Clerk of the Court

Prepared by and return to:

Cheri Schwab
Code Enforcement Clerk
City of Daytona Beach Shores
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118

Tax Parcel Identification Number:

5322-01-00-0252 (short)
22-15-33-01-00-0252 (full)

I, GWYNETH STEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
15th DAY OF May A.D. 20 18
Gwyneth Stein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

**ORDER OF THE CITY OF DAYTONA BEACH SHORES
CODE ENFORCEMENT BOARD**

Case number: PCDEF2017-71

CITY OF DAYTONA BEACH SHORES,
Petitioner,

vs.

SS 2500, LLC,
Respondent,

ORDER ON REQUEST FOR REDUCTION/ RESCISSION OF FINE

The Daytona Beach Shores Code Enforcement Board heard additional testimony under oath and considered other evidence admitted at a hearing held on the above styled case on the 15th day of May, 2018. Based on the testimony given and actions taken by the Respondent, the Code Enforcement Board did not reduce the fine specified in the prior Order entered on December 5, 2018, from nineteen thousand, two hundred fifty dollars (\$19,250.00). Administrative fees previously imposed in the amount of two hundred seventeen dollars and twenty-nine cents (\$217.29) were not reduced and additional fees in the amount of seventy-six dollars and thirty-one cents (\$76.31) were imposed for a total of two hundred ninety-three dollars and sixty cents (\$293.60), which amount, in addition to the reduced fine, is now due and payable to the City of Daytona Beach Shores.

Accordingly, the request to reduce the fine is DENIED.

When said fine amount and administrative fees are paid, the case will be closed.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 18th day of May, 2018, *nunc pro tunc* to the 15th day of May, 2018, in Daytona Beach Shores, Volusia County, Florida.

**CODE ENFORCEMENT BOARD
CITY OF DAYTONA BEACH SHORES, FLORIDA**

By: [Signature]
LARRY SAFFER, CHAIRMAN

Attest: [Signature]
CHERI SCHWAB, CODE ENFORCEMENT CLERK

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., P.O. Box 4221, Ormond Beach, FL, 32175, and SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., 281 Oceanshore Blvd., Ormond Beach, FL, 32176, by First Class Mail delivery, this 18 day of May, 2018.

[Signature]
Cheri Schwab
Code Enforcement Clerk

I, GWYN HERSTEIN, SUPERVISOR OF CODE ENFORCEMENT FOR THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND THIS 18 DAY OF May A.D. 20 18
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF DAYTONA BEACH SHORES, FLORIDA



CITY COUNCIL AGENDA MEMORANDUM

JUNE 14, 2022 AGENDA

TO: Honorable Mayor and Members of the City Council

FROM: Gwyn Herstein, Code Enforcement Coordinator

PREPARED BY: Gwyn Herstein, Code Enforcement Coordinator

SUBJECT: Consideration of Request for Reduction of Code Enforcement Lien for Case Number CDEF2019-38 by SS 2500, LLC (Property Owner of 2500 and 2504 S. Atlantic Avenue)

SYNOPSIS:

Code Enforcement Case Number CDEF2019-38 was sent before the Code Enforcement Special Magistrate on November 14, 2019, and the property owner, SS 2500, LLC, was given until February 11, 2019, to bring the property at 2500 S. Atlantic Avenue into compliance. The Special Magistrate acknowledged, during the July 2020 hearing, that the violation was not brought into compliance by the ordered compliance date. Fines of \$250.00 per day accrued until compliance was achieved on August 7, 2020. Special Magistrate deLaroche reduced the total accrued fines by 30 days or \$7,500, from \$44,250.00 down to \$36,750.00, if paid within 90 days of said reduction. The reduced fine was not paid within that time-frame, so the full fine of \$44,250.00 is currently owed to the City. Janet Ivanhoe, representing SS 2500, LLC, hereby seeks a reduction of this lien, due to its possible effect on the sale proceedings of 2504 S. Atlantic Avenue (former Aloha Mini Golf).

FISCAL IMPACT STATEMENT:

Dependent upon Council action.

BACKGROUND:

On this property is the Southern Sands Motel, housing twelve weekly/monthly rental units and an office. The parcel was found in violation after a concerned individual called the code enforcement office to complain that some of the occupied units had only limited access to power. An inspection was conducted and 30 violations were found, including unpermitted electrical work and flexible cords being run from outdoor electrical outlets to the interior of at least two units. A code enforcement notice of violation was generated and sent. After 30 days, the property was re-inspected and one violation had been corrected - a missing gutter piece had been replaced. Also, a tenant verified that his unit had only the electricity being provided by the flexible cord fed through his front door opening. The property owner was sent Notice for an Initial Hearing before the Code Enforcement Special Magistrate. This hearing took place on November 13, 2019, and the property owner, through her attorney, Mr. Pappas, agreed the property was in violation as cited and requested 60 days to bring the property into compliance. City staff requested the owner be given 90 days to comply and Special Magistrate deLaroche agreed. The property was ordered to correct all violations by February 11, 2020, or fines of \$250.00 per day would begin. After 92 days, the property was re-inspected. Nine violations had been corrected, including removal of the flexible cords to units along with an accompanying electrical permit for the repair work. Twenty violations remained uncorrected. On July 15, 2020, the

Code Enforcement Special Magistrate found that the property had not been brought into compliance. Violations continued to be corrected one-by-one. Full compliance was achieved on August 7, 2020. At an October 21, 2020, hearing held to consider a reduction or rescission of the accrued fines, the Code Enforcement Special Magistrate reduced the fines by \$7,500.00 to \$36,750.00, provided the reduced fine was paid within 90 days of the meeting. The reduced fine was not paid, so a *Final Order Imposing Fine/Line* was completed for the full fine amount and was recorded in the official records of Volusia County. A lien search was conducted in late April 2022, in conjunction with an offer to purchase the neighboring property at 2504 S. Atlantic Avenue, which is also owned by SS 2500, LLC. The property owner submitted this *Request for Reduction/Rescission of Code Enforcement Lien by City Council* on June 3, 2022.

LEGAL REVIEW:

Council discretion.

RECOMMENDATION:

Attachment 3. of this agenda item was provided by Community Services Director Stewart Cruz; it utilizes the criteria outlined by the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 2, Section 2-26.(5)(j) entitled "Application for satisfaction, reduction or release of code enforcement liens." Based on this criteria, the director is recommending **the accrued fine be reduced from \$44,250 to \$10,000 plus \$133.63 in approved-but-unpaid administrative costs, provided this total reduced fine and fee is paid within 5 days.**

NOTE: (1) The recommended increase over the amount requested by the property owner is due to the significant amount of staff time required to support bringing this property into compliance. **(2)** Any reduction or rescission of this lien is at the City Council's discretion.

SUGGESTED MOTION:

- ATTACHMENT:**
1. 1 Owner Request for Code Enforcement Lien Reduction by City Council Form
 2. 2 Aerial View and North Views of 2500 S. Atlantic Ave.
 3. 3 Recommendation on Lien Reduction Request for Code Enforcement Case #CDEF2019-38
 4. 4 Code Enforcement Case Notes
 5. 5 Code Enforcement Consent Order dated December 2, 2019
 6. 6 Code Enforcement Order Imposing Fine Lien dated July 21, 2020
 7. 7 Code Enforcement Order on Request for Reduction Rescission of Fine dated October 23, 2020
 8. 8 Affidavit of Non-Payment of Temporarily Reduced Code Enforcement Fines dated February 1, 2021
 9. 9 Code Enforcement Final Order Imposing Fine Lien dated February 17, 2021
 10. 10 Notice to Appeal Code Enforcement Order to Circuit Court dated March 17, 2021
 11. 11 Notice of Voluntary Dismissal of Appeal to Circuit Court dated July 21, 2021



CITY OF DAYTONA BEACH SHORES

2990 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
Office 386-763-5330 Fax 386-763-5370
gherstein@cityofdbbs.org



**REQUEST FOR REDUCTION/RESCISSION
OF CODE ENFORCEMENT LIEN BY CITY COUNCIL**

I hereby request consideration for the code enforcement lien associated with the following property:

Address of Property Subject to the Lien: 2500 S. Atlantic Ave DBS, 32118

County Tax Parcel ID #: 5322-01-00-0252 Property Owner: SS 2500, LLC

Contact Name: Janet Iwanhoe Contact Phone Number: 386-677-8888

Current Amount of Lien: \$ 44,250.- Board/Magistrate Approved Admin. Costs: \$ 133.63

Check one of the following statements:

 I hereby request that said lien be rescinded in full.

✓ I hereby request that the lien be reduced to the amount of \$ 5,000.-

If requested reduction is granted, I agree to pay in full by the following date: upon closing of the golf course across the street. There is contract for sale to be provided

Code Enforcement Case Number: CDEF2019-38 (CDEF number)(One application per case #)

Date the Property Became Compliant*: August 7, 2020

*Note: Cases will not be considered for lien reduction or rescission unless all violations have been corrected and record of such is on file with the Code Enforcement Office.

Specific reason(s) the lien reduction or rescission should be granted: We became in compliance almost 2 years ago, none of the violations were life threatening, At the time I couldn't find people to work because of COVID And the jobs separately were too small, I wasn't able to get around easily

Specific reason(s), if any, that compliance was not accomplished by the violator/property

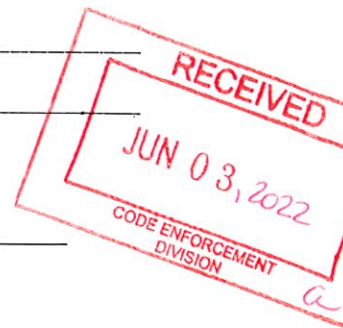
owner prior to the order of penalty or fine being recorded: Because of the problems with COVID, people would not pay rent on properties I owned and I didn't have any cash flow to pay for people to fix the

Violations. However I went as quickly as possible and got them all in compliance

I certify that the information supplied in this application is true and correct.

[Signature]
Property Owner/Representative Signature

Janet Turner
Printed Name



State of FL, County of Volusia
Sworn to or affirmed and subscribed before me this 3rd day of June, 2022,
by online notarization or physical presence by _____,
who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public



GEORGE S. PAPPAS
Commission # HH 070174
Expires January 26, 2025
Bonded Thru Budget Notary Services

Attention Property Owner/Representative: The following must be submitted along with this Request:

- A copy of the *Order on Consideration for Reduction or Rescission of Fine* issued by the Code Enforcement Board/Special Magistrate GH
- Payment in the amount of \$191.00 for administrative costs associated with the application process (These costs are non-refundable without regard to the final disposition of the application.) GH
- Document authorizing specific representation of the property owner IF the above-signed property representative is not the property owner of record or officer of the company that is the property owner of record (as listed by the appropriate state's Division of Corporations website). GH (Blank *Authorization to Represent* forms are available from the Code Enforcement Office)
- Submit this form and accompanying documents to the Code Enforcement Office on the 2nd floor of City Hall. (Documents can be notarized at the Code Enforcement Office with proper ID)

Official Use Only:

1. Compliance date, fine amount, and Board or Special Magistrate-approved administrative costs have been verified, threshold criteria met, and representative's standing confirmed with Code Enforcement Office? Comments: All criteria met and information verified, though unpermitted electrical work and improper use of flexible cords (extension cords) are arguably life safety issues.*
2. Date submitted to City Manager: 6 / 6 / 22 Letter of denial dated: ____/____/____ (If applicable)
3. Date determination made by City Council: ____/____/____

Results of Lien Consideration: (Fines & Board or Special Magistrate-approved administrative costs)

Rescinded _____
Continued in full _____
or Reduced to \$ _____

4. Returned to Code Enforcement Office for processing: ____/____/____

* Fixed before fines began.

2500 S. Atlantic Avenue in Daytona Beach Shores



01/08/2019



View from northeast of property



View from northwest of property



CITY OF DAYTONA BEACH SHORES
Community Services Department

TO: Kurt Swartzlander, City Manager
FROM: Stewart Cruz, Community Services Director
DATE: June 6, 2022
RE: Recommendation Regarding a Request by the Current Property Owner for City Council to Reduce the Code Enforcement Lien Associated with Case Number CDEF2019-38, Property address: 2500 S. Atlantic Avenue in Daytona Beach Shores, Florida

Recommendation: Based on the below criteria, as outlined in the *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 2, Section 2-26. "Means of enforcing city codes and ordinances; implementation of Local Code Enforcement Boards Act.", Subsection (5)(j)1. through 6., **the accrued fine be reduced to \$10,000.00 plus \$133.63 in approved-but-unpaid administrative costs, provided this total reduced fine and fee is paid within 5 days**, though a reduction to \$5,000.00 was requested by the property owner. The recommended increase over the amount requested by the property owner is due to the significant amount of staff time required to support bringing this property into compliance.

Consideration Criteria:

1. **The gravity of the violations** – This case was written for 29 violations on the property, including potential life safety issues like electrical work begun without permits and flexible cords (extension cords) being run into units to provide power. The violations identified as potential life safety issues were rectified before fines began. Fines accrued for 20 violations on the property.
2. **The time it took the violator/property owner to come into compliance** - The property owner was given 90 days by the code enforcement special magistrate to bring the property into compliance. The property owner achieved compliance after 268 days. (177 fined days)

3. **The accrued amount of the code enforcement fine or lien as compared to the market value of the property** – The accrued amount of this code enforcement lien is \$44,250.00. When compared to the conservative, 2022 Just/Market Value of the property currently shown on the Volusia County Property Appraiser's website at \$150,360, the lien is 29.4% of said Just/Market Value. A reduction of this lien to \$10,000.00 results in the lien being 6.7% of the property's Just/Market Value.
4. **Any previous code violation(s) of the applicant/owner** – For the 4 properties in Daytona Beach Shores owned by SS 2500, LLC; its managing member, Janet Ivanhoe; or Short Hills, LLC (also lists Janet Ivanhoe as its managing member), at least 10 Notices of Violation have been issued in the last 15 years, including the one for this case. Violations ranged from simple issues like a dumpster enclosure in disrepair to others for more serious violations, including work begun without a permit(s). Some of the violations contained in these Notices were rectified promptly, while others needed to be called to hearings before the code enforcement board or special magistrate. Another open code enforcement case currently exists in Daytona Beach Shores for a different property owned by Ms. Ivanhoe – 2504 S. Atlantic Avenue, which is currently under contract to be purchased. The buyer plans to demolish and remove the existing structures and hazards on the property associated with a closed, dilapidated mini-golf course and rebuild a new mini-golf attraction in its place.
5. **Consideration for the future or proposed use of the property for public purpose** – This property is zoned "GC-RD," and is therefore eligible to be utilized according to the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix "G" - *Land Development Code*, Chapter 14, Section 14-31.1. *General Commercial-Redevelopment District*. and other prevailing codes and ordinances.
6. **Listing of all other properties owned by the applicant/owner in Volusia County, Florida** – 2504 S. Atlantic Ave. & 138 Beachcomber St. are also owned by SS 2500, LLC. Janet Ivanhoe, managing member of SS 2500, LLC, is associated with other property-owning companies in Volusia County.

Violation Follow-up Summary

Property Owner: SS 2500, LLC
Property Address: 2500 S. Atlantic Avenue
Code Enforcement Case #: CDEF2019-38
Volusia County Parcel ID #: 5322-01-00-0252

Found In Violation of: The *Code of Ordinances of the City of Daytona Beach Shores*, Chapter 13, Section 13-5. *Growth of weeds restricted.* and the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix "G" – *Land Development Code*, Chapter 5, Section 5-6. *Building Code adopted.* which refers, in part, to the *Florida Building Code – Sixth Edition (2017)*, Chapter 1, Section 105.1. *Required.* and also refers to, in part, Chapter 27, Section 2702.1.2 *Electrical*, which adopts by reference *NFPA 70* (which is also called the *National Electric Code – NEC*), Article 400, Section 400.8 *Uses not Permitted.* subsections (1), (3), & (4). and the *Code of Ordinances of the City of Daytona Beach Shores*, Appendix "G" – *Land Development Code*, Chapter 14, Section 14-52.9.(B)(16) & (17), (C), & (D)(1), (2), (3), (6), (8), (9) and Section 14-60.3. *Outside activities and uses.*

- a) **Electrical work undertaken without a permit – electrical branch circuits feeding outlets, east building face** (*Compliant by 8-7-20*)(**177 fined days**)
- b) East-facing, exterior door at southeast corner of building was replaced without a permit (*Compliant by Ordered date*)(0 fined days)
- c) Flexible cords are being run through doorways into units (*Compliant by Ordered date*)(0 fined days)
- d) Flexible cords are attached to building surfaces in multiple places (*Compliant by Ordered date*)(0 fined days)
- e) Flexible cords are being utilized as a substitute for the fixed wiring of the building (*Compliant by Ordered date*)(0 fined days)
- f) Grass and weeds over 12" tall are present in places on the property (*Compliant by Ordered date*)(0 fined days)
- g) **Painted walls are peeling and discolored in places** (*Compliant by 3-20-20*)(**19 fined days**)
- h) A mattress, a box spring, and abandoned pieces of furniture are sitting outside, near the dumpster enclosure (*Compliant by Ordered date*)(0 fined days)

- i) Power is being supplied by electrical cords, and possibly only by electrical cords, to at least two units in the building (*Compliant by 7-15-20*)(154 fined days)
- j) Building does not “present a neat and fresh appearance” in that the paint is deteriorated and discolored in multiple places (*Compliant by 3-2-20*)(19 fined days)
- k) Building is not free of peeling paint and rust (*Compliant by 3-2-20*)(19 fined days)
- l) Multiple unit doors have rusted through the paint (*Compliant by 3-26-20*)(43 fined days)
- m) Security camera conduit is rusty/discolored in multiple places (*Compliant by 7-28-20*)(167 fined days)
- n) Pieces of soffit and fascia wood are visibly deteriorated in various areas of the building (*Compliant by 3-2-20*)(19 fined days)
- o) Pieces of fascia wood are deteriorated behind where gutters have been hung (*Compliant by Ordered date*)(0 fined days)
- p) Wood top plate is deteriorated behind where gutters have been hung (*Compliant by 3-2-20*)(19 fined days)
- q) Metal overhang supports near office are deteriorated (*Compliant by 7-17-20*)(156 fined days)
- r) Sewer lift station for the building is missing its above-grade pipe which is allowing dirt and sand into the sewer cleanout, west edge of the property (*Compliant by 3-25-20*)(42 fined days)
- s) Bottom section of wood surrounding door at southeast corner of building is deteriorated/missing (*Compliant by Ordered date*)(0 fined days)
- t) The surface-mounted water lines are missing their required insulation in places, west building face (*Compliant by 3-26-20*)(43 fined days)
- u) In-use covers are missing from exterior electrical sockets in places (*Compliant by 3-26-20*)(43 fined days)
- v) Loose wires and conduit are not secured in places around building (*Compliant by 3-26-20*)(43 fined days)
- w) Roof above office is not being maintained, as evidenced by the water-damaged wood visible on the underside of the office-area overhang and the exposed inner roofing materials above this area (*Compliant by Ordered date*)(0 fined days)
- x) Wood areas of soffit and fascia are deteriorated in places (*Compliant by 3-2-20*)(19 fined days)

- y) **Wood areas of soffit and fascia are unprotected by paint in places** (*Compliant by 3-2-20*)(**19 fined days**)
- z) **Dumpster is not fully screened by an enclosure, it is fully exposed to view from street, enclosure doors are unattached to and leaning on enclosure sides** (*Compliant by 7-20-20*)(**167 fined days**)
- aa) **Dumpster enclosure does not present a painted and neat appearance, boards are broken and missing** (*Compliant by 7-28-20*)(**167 fined days**)
- bb) **Light fixtures under overhang are rusted and missing covers** (*Compliant by 7-14-20*)(**153 fined days**)
- cc) **Interior furniture being stored/used outdoors – an upholstered recliner, dining chairs, and a coffee table** (*Compliant by 8-4-20*)(**174 fined days**)

Summary:

# of Violations Ordered to be brought into Compliance:	29
# of Violations Compliant by Consent Ordered Compliance Date:	9
# of Violations which Accrued Fines:	20

Total Fined Days at \$250.00 per day: 177

July 19, 2019 – Todd Morgan came into the code division office and introduced himself. He said he was working for Ms. Ivanhoe to maintain and manage the building at this address. He was concerned that some of the tenants had power in their units only because of the extension cords being run under their doors. He said Giles Electric had come out months ago to give an estimate for rewiring power to 2 units. The estimate had been for \$1,900 but the building owner didn't follow through. He also expressed concern over the general rundown-ness of the property. Steve Edmunds and I arranged to meet him at the property later that day.

When we met Mr. Morgan at the site, I asked him to clarify the capacity in which he was working for Ms. Ivanhoe, because I had not met him before that day. He said he was managing the property and expanded by saying he identified and completed maintenance projects, talked with the tenants, and collected the rent for her. He said he was trying to figure out the books because he was afraid certain taxes weren't being paid. He had been considering buying the property but decided he no longer wanted to. He also said he did not plan to continue in Ms. Ivanhoe's employ much longer, because she would not fund the improvements needed. I thought we might be going into some units so I asked if he would be willing to sign an affidavit stating he had the right to be on the property and to invite us there. He said he absolutely would. We walked around the property but did not go into units; the

flexible cords being run under unit doors were apparent. People came and went from units 3, 10, and 11, and greeted Todd. One asked Todd when the power issues would be fixed. Todd gave us his phone number and said he would stop back at our office in the next few days to sign an affidavit.

August 1, 2019 – Inspector Steve Edmunds noticed the exterior door on the easternmost building face had been replaced but no permit had been obtained. He issued a Stop Work Order.

August 2, 2019 – Todd Morgan came into the office. He restated that he was working for Ms. Ivanhoe as the manager of the property and had the right to be on the property on July 19th. He signed an affidavit stating that before a city notary.

August 5, 2019 – The Notice of Violation was sent by Certified Mail and First Class Mail and was posted on the property in two places.

Ms. Ivanhoe called that afternoon. I returned her call and she asked what she had done wrong. I asked if she had the Notice of Violation in front of her – that it contained more violations than were easy to list over the phone. She said she did not and asked me to fax it to her. She told me she had a \$2,000 contract with Giles Electric to, “rewire the whole thing.”

4:30 p.m. - After receiving the fax, Ms. Ivanhoe called back. She told me the door replacement had been an emergency because someone had stolen a lawnmower and an a/c unit. I told her I was sorry that happened but that she needed a licensed contractor to permit it now. She said she was trying to fix the property up and that she had just replaced a sink there, too. I told her I didn't think we had a permit for that either. She said they're always working there, doing something with leaks, etc. – that there are emergencies. I told her again that emergencies need to be followed up with permits immediately thereafter. She told me that she doesn't know why I'm coming after her and that Ormond Beach staff loves her. I told her it's not personal at all, that I've known her for years and she has many wonderful qualities, but this is about the violations on her property. I said she could call me with any questions she had after reading through the Notice. She told me that I'm the reason we have vacancies in our city and the reason nobody wants to be here.

August 6, 2019 – At 8:00 a.m., Ms. Ivanhoe called. She said Giles has had a permit application in for weeks and that I'm holding it up. I told her we'd received no recent permit applications for her property at all. She tried to add an employee at Giles Electric into our call but could not get through. She called me back later to tell me Keith from Giles would fax the application again. She had also sent me a copy of their contract which she had not signed yet.

8:29 a.m. – We received the back page of the permit application, so I called Giles for the rest.

9:47 a.m. – We received the whole permit application, which would address violations c), d), e), and i), but it was not signed by Ms. Ivanhoe and needed to be. The contractor's signature had a notarized date on it of August 1st.

10:28 a.m. – We received a signed contract which can substitute for an owner's signature on a permit application.

August 7, 2019 – The electrical permit was ready to be issued and the contractor was called.

Jorge Rodriguez called. He said he worked for Janet Ivanhoe and he'd been asked to fix the violations, but had questions – like what needed permits, and where each of the violations were located. Steve and I agreed to drive to the property to discuss the items more easily. We walked through the entire list of violations one-by-one with him and answered his questions in detail.

August 13, 2019 – Ms. Ivanhoe called and asked if the electrical permit had been obtained. Cheryl told her it was ready but had not been obtained. Ms. Ivanhoe said she was going to add more work onto the permit.

August 27, 2019 – Ray Budgen, of Budgen Construction, was in the office to pick up an unrelated permit and told me he was out to look at this job. I told him that was great.

August 28, 2019 – The electrical permit 20191189 was issued the way it had been submitted.

September 6, 2019 – Inspector Edmunds and I re-inspected the property from the right-of-way and found that only one of the violations had been corrected. Some grass/weeds had been mowed, but some were still over 12" high. Some of the items around the dumpster had been removed, but new items were in their place. One violation, the missing gutter piece, had been rectified. The flexible cords feeding units were still in place as they had been. A man we recognized as the tenant of Unit 10 exited his unit. I asked him if this extension cord was the only power he had, and he said it was. He said it ran his microwave and refrigerator, which is all he needed, as he was deducting other services from his rent payments. At the southwest corner of the property, a new pole with another security camera had been added without a permit. We did not send a Notice of Hearing for the September meeting based on this inspection because we had exactly one day too few to achieve good service.

September 9, 2019 – Ms. Ivanhoe called and told me she is overwhelmed, that her dog is sick, and that Budgen Construction will be pulling the building permit for her property. She had gotten a price to paint this building and I re-iterated that we no longer require a paint permit for exterior paint, unless there will be letters, numbers, or pictures painted. I thanked her for the update, and we briefly discussed two of her other Daytona Beach Shores properties.

September 24, 2019 – I got a call from DBS Public Safety Officer Carrazana asking if we'd had interactions with P. Morgan. I told him about the interactions we'd had with Todd Morgan and e-mailed him a copy of the affidavit he'd signed. He told me Janet Ivanhoe had filed a complaint that Todd had been fired on July 16th and had removed some items from her property on July 17th. I asked him to please keep me in the loop but that we had not had to rely on his affidavit, as the violations we saw were visible from rights-of-way and the parking lot of an agreeable adjoining property on Dundee.

October 24, 2019 – Inspector Steve Edmunds and I re-inspected the property from the rights-of-way and found that all violations from the original list remained except that the gutter piece had been replaced and that flexible cords were no longer being run into units – though the permit for that work has not been inspected by a building inspector and approved. A Statement of Violation/Request for Hearing and Notice of Hearing were generated.

October 29, 2019 – The Statement of Violation/Request for Hearing and Notice of Hearing were sent by Certified Mail and First Class Mail and were posted on the property in two places.

November 1, 2019, Friday – Jorge Rodriguez called again. He had questions about which of the violations would require a permit to fix. He did not have any of the violation lists in front of him but was hoping to work on the property this weekend. I asked when he could have the list in front of him and he said at 7:30 p.m. that evening. I had plans, so we arranged to talk the next morning at 9:30 a.m.

April with Bert Faircloth roofing called. They had been out to the property to give an estimate. She thought some of the work that had been done appeared to not have been permitted and the rotten triangular area near the office should just be removed. She asked if they would still need to pull a permit to remove it even though it wasn't permitted to begin with. I told her they did need to pull one.

November 2, 2019 – Jorge Rodriguez and I spoke for just over an hour. We reviewed each violation and which methods of addressing them would require permits. I e-mailed him five pictures to clarify a couple of violations and then followed up that Monday with answers to two of his questions which I wanted clarification from Steve for.

November 5, 2019 – Ms. Ivanhoe's assistant, Penny Carson, called. She said Ms. Ivanhoe was going to send me a picture of a light she wanted to have installed instead of the fluorescent fixtures, so I could tell her if they met code or not. I told her we do not regulate the style of light but that her electrician could tell her if they are approvable for outdoor use with their UL Listing. Ms. Ivanhoe got on the phone and said that Jorge had told her that replacing with

other fluorescent fixtures would not need a permit, but LEDs would. I told her that was incorrect – that all replacements require permitting and that I was glad she had asked.

Ms. Ivanhoe called. She said that Kenichi would be calling from Giles to discuss the other electrical violations and adding them to their permit.

Mr. Brown with Brown's Electric called and asked what all the electrical items were on the Statement of Violation/Request for Hearing that had not been permitted yet. I told him about a), m), u), v), and bb). He indicated Ms. Ivanhoe might not want to have him do m) and v).

November 6, 2019 – Tim with RTD Electric called and I had the same conversation with him that I'd had with Brown's Electric.

Penny called to ask if the Notice of Hearing, which said the meeting was at 9:00 p.m. was correct. She said Ms. Ivanhoe had noticed it and was concerned. I thanked her and apologized for the mistake. I confirmed that the meeting was at 9:00 **a.m.** I sent Ms. Ivanhoe an e-mail to confirm her correctness, too.

November 7, 2019 – An electrical permit application was submitted by Brown's Electric to address violations a), u), and bb). It needed Ms. Ivanhoe's signature. We received it later that day.

November 11, 2019 – A final inspection is scheduled to take place this day at 11:00 a.m. for Giles Electric Company's permit (20191189) which was obtained to provide units 9 & 10 with power. At this inspection Matt was told by the contractor that re-feeding power to units 9 & 10 had not required, but instead they had needed to replace the breaker box in unit 9. They did not have access to unit 9. After a discussion, Matt asked the contractor to send pictures of the newly installed breaker box within 24 hours. No pictures were submitted. The inspection failed due to lack of access.

November 13, 2019 – Property brought before the Code Enforcement Special Magistrate for an Initial Hearing. Ms. Ivanhoe, through her attorney, agreed they were in violation as charged – all violations listed a) through cc). They requested 60 days to become compliant. The City suggested they be given 90 days for compliance, including approved final inspections on all required permits, based on the hearing's proximity to the holidays. This was granted by the Special Magistrate as were the requested administrative fees of \$150.19, which were ordered to be paid within 10 days. This was reduced to writing as a Consent Order and was sent on December 5th by First Class Mail to Janet Ivanhoe's two addresses and to Attorney George Pappas at 213 Silver Beach Avenue, Daytona Beach, Florida, 32118.

November 25, 2020 – April with Faircloth Roofing called. She had a signed contract for removing .8 square of the overhang. I asked about the soffit and fascia and she said the owner had now asked for a bid on that, too.

December 10, 2019 – Ms. Ivanhoe called. She had left a message for Daytona Plumbing, but she did not know what to tell them about the lift station pipe. She asked me to have Steve Edmunds call Daytona Plumbing to explain it to them, but did not know who he should speak to. I asked her to please have D.P. call Steve. In the interest being helpful, he called the plumbing company. The woman handling the account was not in the office, so he left his contact info.

December 16, 2019 – Ms. Ivanhoe called and asked why we told Faircloth Roofing that, because of a technicality, they could not pull their permit until next year. We had not even received an application yet, so the technicality is not on our end.

December 18, 2019 – Ms. Ivanhoe called with a door update. She had paid Lowe's to replace the east door, and the cost included permitting. She asked if we had the Faircloth Roofing permit application yet. We did not.

December 26, 2019 – We received an incomplete permit application for the door replacement. It was not signed by the contractor. The app. Was completed and readied for issuance by December 30th.

January 6, 2020 – Ms. Ivanhoe called and asked why she was being penalized for the permit to install the proper door. Permit Technician Cheryl explained, then transferred her to me. I explained. She told me it was an emergency. I explained what is supposed to happen after an emergency job.

January 8, 2020 – We received an incomplete permit application (missing specs) for the roof overhang repair and to replace the rotten soffit and fascia. The specs were received on January 13th and the permit was ready to be issued on the 14th.

January 13, 2020 – The door permit was obtained.

Ms. Ivanhoe called and asked how old her lift station is. Plans Examiner Steve Edmunds told her he didn't know.

January 16, 2020 – Ms. Ivanhoe called. Darren with Brown's Electric called and spoke with Cheryl. He told her he needed to pull off this job because he hadn't been paid for work done at another of Ms. Ivanhoe's properties. He said he'd send us something in writing. The roofing permit was obtained.

January 24, 2020 – Ms. Ivanhoe called and asked why we told Faircloth Roofing that, because of a technicality, they could not pull their permit until next year. Nobody in the office had said that to anyone and we had not received an application yet to have comment about.

February 3, 2020 – Ms. Ivanhoe called and said the door is done and the roof is underway. I told her the final inspection for the door had not been called in yet. She asked Steve Edmunds to call her about a water leak at one of her other properties in the City. Steve called her back the next day and she asked how she could find a leak. He suggested she call a leak detection company.

February 4, 2020 – The roofing permit final inspection was approved on this date.

February 6, 2020 – The door permit was inspected and final-approved.

February 11, 2020 – This was the date the Respondent was Ordered to obtain full compliance. Steve Edmunds and I re-inspected on February 13th and 14th and saw that, while some items had been rectified, some were partially addressed, and many were not fixed.

- An Affidavit of Partial Compliance was generated for rectified Violations b), c), d), e), f), h), o), s) and w) and signed.
- An Affidavit of Non-Compliance was generated for Violations a), g), i), j), k), l), m), n), p), q), r), t), u), v), x), y), z), aa), bb), and cc). and signed.
-

February 14, 2020 – Jorge, the manager for the property, called. We spoke about the roofing job inspection and I reminded him to let me know as items became compliant.

February 18, 2020 – Kenichi Obama with Giles came in to clarify questions we had about the job. We needed an accurate job description, the re-inspection fees paid, and the final inspection scheduled. He told us he'd give Ms. Ivanhoe a bid for replacing the rusted light fixtures.

February 19, 2020 – I sent an email to Ms. Ivanhoe and Jorge containing the Affidavit of Partial Compliance and the Affidavit of Non-Compliance and told Ms. Ivanhoe she would be receiving notice of the March 25, 2020, Special Magistrate meeting for the First Compliance Hearing. Ms. Ivanhoe responded later that evening that she might have a procedure scheduled that day.

February 28, 2020 – Ms. Ivanhoe called. She said she'd just had cataract surgery and was in the hospital. She asked if there were any plumbing issues at this property. I told her there were – the ones listed on the Notice of Violation, Statement of Violation, Findings of Fact doc, and Affidavit of Non-Compliance. She asked what they were, so I read them to her. She asked

about the electrical issues, then said the light fixtures would go on after the building was painted. I reminded her they needed to be permitted and that the other electrical work had not been final inspected.

Ms. Ivanhoe called and said that Shaggy (?) could start the post replacement on March 16th – was that ok? I told her that \$250 per day fines had been accruing beginning February 12th. She said she planned to call her attorney to her get a fire lit under people.

She called back and said Shaggy would be starting the painting on Monday. I asked about the deteriorated poles. She said she didn't think she was being fined for those and wanted to do something nice there, but it was going to take too long because she needed drawings for the fix and she's being fined. I said she'd still need drawings for any fix of the poles; they are so rusted that there are pieces missing. She said that would take time and I told her that's one reason we had suggested she have 90 days instead of the 60 originally volunteered.

March 2, 2020 – Ms. Ivanhoe called and asked Steve if Giles Electric had “straightened everything out”. They had not. Reiterated the conversation I'd had recently with Kenichi Obama on Feb 18th about what was needed.

Later that day, we heard from Giles that the updated job description would be sent over, the check was being cut for the failed inspection, and the proposal for the exterior light changes had been resent after not hearing anything for months.

March 4, 2020 – Ms. Ivanhoe called and left a message that a new lift station had been installed at a cost of \$3,600. I called her back and told her that no permit had been obtained. The cover replacement did not need a permit, but the whole new lift station did. She told me the painting had begun.

March 6, 2020 – A plumbing permit application was submitted to install the riser and secure the lid. It was ready to be issued March 9th.

March 12, 2020 – Ms. Ivanhoe told me her bar, the Rockin' Ranch, had to be closed on March 12th due to COVID-19.

March 16, 2020 – Jorge asked again if they needed signed and sealed drawings for the rusted posts. Steve spoke with him and explained that it did and why.

March 17, 2020 – Giles Electric paid the re-inspection fee owed when we could not get access.

March 24, 2020 – Jorge called and asked Steve questions about support post engineering.

March 25, 2020 – The plumbing riser permit was issued and the work was final inspected and approved. While there, Steve noticed some painting had been done. The easily visible sides of the building had received at least one coat of paint, but the unit doors had not been painted, the plumbing covers were not on the pipes yet, and the electrical outlet near the sewer lift station was still missing an in-use cover.

March 26, 2020 – Giles submitted the electrical permit application for replacing the rusted lights. It was ready to be issued the same day.

April 6, 2020 – The electrical permit for exterior lights was obtained.

April 14, 2020 – Because a different case had asked if there was a S.M. meeting the next day, I e-mailed Ms. Ivanhoe to make sure she also knew there was not. I told her we would send out paperwork again before the next, to-be-announced meeting. I had also sent this to Attorney Pappas, but it bounced back so I called his office. We spoke briefly about the case, what a First Compliance Hearings are limited to, and Second Compliance Hearings. He gave me the correct email address to use and I confirmed his physical address.

June 3, 2020 – I emailed Ms. Ivanhoe that the next S.M. meeting would be July 15th and that I would send paperwork.

June 11, 2020 – Bradley Giles was in the building division for an unrelated issue. I discussed this property with him and he wrote down what was needed. I made copies of the two open electrical permits. I asked what was going on. He said his employees have gone to the property countless times, but could almost never get access. I told him I'd gotten though to Ms. Ivanhoe quickly using her email address. He said that wasn't the issue; he said she'd told him she didn't have access. We received the updated job description the next day.

June 18, 2020 – I sent the Notice of First Compliance Hearing to Ms. Ivanhoe's two addresses and to Attorney Pappas. Green Card receipts show delivery dates of June 23rd, 25th, and 22nd, respectively.

June 23, 2020 – We received the building permit application for post replacement. It was ready to be issued two days later.

June 30, 2020 – The building permit for post replacement was issued.

July 8, 2020 – Ms. Ivanhoe called and asked about the electrical permits. I told her the inspections had not been called for. She told me she had a very good relationship with Giles and that they do all her properties. She said she wondered why they had not finished the permits. I told her I had been told it was an issue of access. She told me she planned to have

her attorney call Giles. She mentioned the hearing and I re-iterated that it was not yet a hearing about fine reduction – only whether the property was compliant by the Special Magistrate's Ordered date.

July 13, 2020 – Giles Electric called and asked for a final inspection. They did not have the permit number on hand, so Permit Tech. Cheryl Thibault looked it up for them, found the permit for exterior lights, and set it up for inspection the following day.

July 14, 2020 – Electrical permit 20200534 to "Install six owner supplied lights, connect to existing circuit" was final approved. No one met Matt Thomas for this inspection. When Cheryl let me know the inspection results, I asked about Giles' other electrical permit at this address. She verified with Giles that this was also ready and set it up for inspection the following day with access to the unit to be provided.

July 15, 2020 – Property is brought before the Code Enforcement Special Magistrate for First Compliance Hearings to determine if the property was compliant with the compliance date as ordered. Mrs. Ivanhoe and her attorney, Mr. Pappas, were present and spoke during the hearing. Property is found to have remained in violation beyond the time Ordered for compliance, and fines were imposed as a lien. Additional administrative fees in the amount of \$92.43 were imposed, for total administrative fees owed of \$242.62. Order Imposing Fine/Lien was generated and mailed to the Respondent's two addresses and to Attorney Pappas by First Class Mail on July 22, 2020.

Electrical permit 20191189 to "Replace breaker panel for Unit #9" was inspected and final approved.

July 17, 2020 – Building permit 20200989 to "Remove post at drive thru, replace with new post" was inspected and final approved.

July 20, 2020 – In order to provide Ms. Ivanhoe with a list of what the City was still not able to deem compliant, Steve re-inspected. He generated the list and I emailed it to Ms. Ivanhoe and Atty Pappas the following day with a reminder to please call as items were completed. A couple of the re-inspection pictures were condensation-fuzzy. Because Steve was leaving for vacation, I retook those (7/21/2020). Mr. Pappas confirmed having received the email.

July 23, 2020 – Mike with Centurion Builders called and asked what still needed to be done at the site. I told him I could forward him pictures and the list of outstanding items. He offered to stop by to pick up physical pictures, which I encouraged, so we could review them and I could answer any questions he had. I made him a copy of the July 21st email to Ms. Ivanhoe and printed seven pictures. I wrote location information for each of the pictures and we discussed them one-by-one.

July 28, 2020 – On the way into the City, I noticed that the dumpster enclosure had been painted. Jorge called around 9:30 a.m. and asked what he should do about Violation a) – that it had been there since he'd started working on the property. I told him that it had never been permitted and inspected but that any licensed electrician could obtain an after-the-fact permit. He told me that Giles Electric had looked at it and told him it was fine the way it currently sits. I said that was excellent but did not erase the need to obtain the permit. He wanted to know why it needed a permit, so I transferred him to Inspector Steve Edmunds. He had the same discussion with Steve. He also told Steve the dumpster enclosure was painted, the camera conduit done, and that the interior furniture owners had been notified to take in what they wanted to keep or it would be thrown away. Steve re-inspected just after 11:00 a.m. and found that all remaining violations had been rectified except Violation a) pertaining to the unpermitted electrical work and Violation cc) pertaining to the interior furniture.

Ms. Ivanhoe called me around noon and told me she had no idea about this unpermitted electrical work. I explained what was required. She told me that I was targeting her and that I have hostility toward her. I assured her that I am not and do not but am sorry she feels that way. She told me I don't understand and that I have no sympathy because I make a regular salary. She told me she keeps this property and the one on Armstrong for sentimental reasons because her father liked Daytona Beach Shores. She told me again that, for her properties in Ormond Beach and Holly Hill, she is not treated this way and does not need to obtain permits for electrical work at Rockin' Ranch. She asked why I made her permit the individual electrical work items separately. I told her I did not and reminded her of the Brown's Electrical permit application which covered all three main electrical issues. It was approved for issuance but never obtained; the contractor cancelled it. She said she did not know what I was talking about so I read her the job description he had entered on the application. She explained why it took a long time to find light fixtures that looked nice. She told me she was meeting with her attorney the next day to decide what to do and that she would call Giles to take care of the permitting. She asked what she needed to do to get the golf course open so I transferred her to Shannon to check on her Business Tax Receipt and Certificate of Use applications.

July 29, 2020 - Additional re-inspection showed the interior furniture still being stored outdoors and re-evaluation of the permit records showed that no permit application had been submitted for the remaining electrical work.

July 31, 2020 - Additional re-inspection and re-evaluation showed no changes.

August 4, 2020 – John with Carter Electric called my office. He asked about the remaining electrical code violation and said he had an employee bringing in a permit application for it. He said he walked the property and had insisted on a few other rectifications, too, or he was not comfortable being responsible for the permit. As an example, John said the equipment room needed to be emptied to the point that the panel is accessible.

An electrical permit application was submitted for the electrical branch circuits. It was reviewed and readied for issuance.

Steve re-inspected and saw that no interior furniture was being stored outdoors, though there was other furniture stacked around the dumpster enclosure.

August 5, 2020 – Electrical permit was signed by the Building Official and the contractor was notified.

August 6, 2020 – Carter Electric obtained the permit.

August 7, 2020 – A passed final electrical inspection meant the last of the violations had been rectified.

September 8, 2020 – I sent a Notice of Second Compliance Hearing along with the supporting materials to the property owner's two addresses and to her attorney of record by Certified Mail. Returned Green Cards show a delivery date to the owner's physical address and to the owner's attorney on September 11th. The owner received her second copy, sent to her P.O. Box, on October 1st.

September 14, 2020 – Jan from Attorney Pappas' office called to say that our scheduled SCH conflicted with an already assigned court hearing. I told her that, considering it is the Second Compliance Hearing due to the property being compliant, we could shift it to the October 21st meeting without issue. I asked that, since they had received all of the supporting materials we typically send for a Second Compliance Hearing, could I simply send the new Notice of Hearing? She checked with Attorney Pappas and he confirmed it was acceptable.

October 1, 2020 – I sent a Notice of Second Compliance Hearing to the property owner's two addresses and to her attorney of record by Certified Mail. Returned Green Cards show a delivery date of October 5th to Mr. Pappas and October 9th to the property owner's P.O. Box.

October 9, 2020 – We received another Authorization to Represent form for Attorney Pappas to represent Ms. Ivanhoe at the upcoming Second Compliance Hearing. It was notarized by Attorney Pappas, but we do not require this form for Attorneys directly representing Respondents.

October 12, 2020 – Attorney Pappas asked by email if Ms. Ivanhoe has complied with all the requirements and if he could see my file before the hearing. I outlined different ways for him to do that and he opted to pick up his/Ms. Ivanhoe's copy of the materials in the special magistrate's notebook (which he would typically be distributed immediately before the hearing) on Monday, October 19th at 9:00 a.m. or after, instead.

October 19, 2020 – A check from Janet Ivanhoe was received by First Class Mail in the amount of \$242.62 which were the administrative fees for the Initial Hearing and First Compliance Hearing for this case.

October 21, 2020 – Property is brought before Special Magistrate deLaroche to consider 177 days of non-compliance, fined at \$250.00 per day, with total accrued fines of \$44,250.00. Mrs. Ivanhoe and her attorney, Mr. Pappas, were present and spoke during the hearing. The total fine was reduced to \$36,750.00 if paid within 90 days of the meeting. Special Magistrate deLaroche said he reduced the total by the amount accrued in the month of April to acknowledge activity toward compliance. Additional administrative fees of \$133.63 were ordered to be paid.

October 23, 2020 – Copies of the Order on Request for Reduction/Rescission of Fine were sent by First Class Mail to the three addresses of record.

October 28, 2020 – Attorney Pappas asked by email for a copy of the ORR/R. I sent one and was updated they had just received a copy in the mail.

By: Gwyn Herstein, Code Enforcement Coordinator

CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE
CITY OF DAYTONA BEACH SHORES, FLORIDA

CITY OF DAYTONA BEACH SHORES,

COMPLAINT NO. **CDEF2019-38**

Petitioner,

Vs.

SS2500, LLC,

Respondent,

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
5th DAY OF December A.D. 2019
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

CONSENT ORDER

Comes now the Special Magistrate and enters this consent order in the above captioned case and hereby finds by agreement of the parties as follows:

1. The Respondent's place of business is 2500 S. Atlantic Avenue Daytona Beach Shores Florida. Parcel Number 5322-01-00-0252.
2. The Respondent was represented by Janet Ivanhoe, Manager of the LLC.
3. The Respondent was represented by Attorney George Pappas Esq.
4. A hearing on violations of the City of Daytona Beach Shores Code of Ordinances: Chapter 13, Section 13-5; Appendix "G"-Land Development Code, Chapter 14, Section 14-60.3 and Section 14-52.9(B)(16) & (17), (C), & (D)(1), (2), (3), (6), (8), & (9); and Chapter 5, Section 5-6 which refers to the Florida Building Code-Sixth Edition (2017), Chapter 1, Section 105.1 and Chapter 27, Section 2702.1.2. which adopts NFPA 70, Article 400, Section 400.8(1), (3), & (4), were scheduled to be

heard before the Special Magistrate on November 14th, 2019. Prior to the beginning of testimony, Mr. Pappas conferred with Ms. Gwyn Herstein, Code Enforcement Coordinator, and entered an admittance to the listed violations:

- a. Electrical work undertaken without a permit - electrical branch circuits feeding outlets, east building face
- b. East-facing, exterior door at southeast corner of building was replaced without a permit (Stop Work Order issued August 1, 2019)
- c. Flexible cords are being run through doorways into units
- d. Flexible cords are attached to building surfaces in multiple places
- e. Flexible cords are being utilized as a substitute for the fixed wiring of the building
- f. Grass and weeds over 12" tall are present in places on the property
- g. Painted walls are peeling and discolored in places
- h. A mattress, a box spring, and abandoned pieces of furniture are sitting outside, near the dumpster enclosure
- i. Power is being supplied by electrical cords, and possibly only by electrical cords, to at least two units in the building
- j. Building does not "present a neat and fresh appearance" in that the paint is deteriorated and discolored in multiple places
- k. Building is not free of peeling paint and rust
- l. Multiple unit doors have rusted through the paint
- m. Security camera conduit is rusty/discolored in multiple places
- n. Pieces of soffit and fascia wood are visibly deteriorated in various areas of the building

SWAN HERSTEIN, SUPERVISOR OF C.C.
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA. I DO HEREBY CERTIFY THAT THE
ABOVE IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE. I HAVE HANDLED THIS
WITHIN MY OFFICE OF THE CITY OF
DAYTONA BEACH SHORES, FLORIDA.
SUPERVISOR OF C.C. ENFORCEMENT
A.D. 2019

- o. Pieces of fascia wood are deteriorated behind where gutters have been hung
- p. Wood top plate is deteriorated behind where gutters have been hung
- q. Metal overhang supports near office are deteriorated
- r. Sewer lift station for the building is missing its above-grade pipe which is allowing dirt and sand into the sewer cleanout, west edge of the property
- s. Bottom section of wood surrounding door at southeast corner of building is deteriorated/missing
- t. The surface-mounted water lines are missing their required insulation in places, west building face
- u. In-use covers are missing from exterior electrical sockets in places
- v. Loose wires and conduit are not secured in places around building
- w. Roof above office is not being maintained, as evidenced by the water-damaged wood visible on the underside of the office-area overhang and the exposed inner roofing materials above this area
- x. Wood areas of soffit and fascia are deteriorated in places
- y. Wood areas of soffit and fascia are unprotected by paint in places
- z. Dumpster is not fully screened by an enclosure, it is fully exposed to view from street, enclosure doors are unattached to and leaning on enclosure sides.
- aa. Dumpster enclosure does not present a painted and neat appearance boards are broken and missing
- bb. Light fixtures under overhang are rusted and missing covers
- cc. Interior furniture being stored/used outdoors - an upholstered recliner,

I, HERBERT N. SUPERVISOR, OF THE
 CITY OF DAYTONA BEACH,
 FLORIDA, DO HEREBY CERTIFY THAT THE
 ABOVE AND FOREGOING IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL THEREOF ON FILE IN MY
 OFFICE.
 WITNESS MY HAND AND
 SEAL THIS 5th DAY OF December, A.D. 20 19
2020
 SUPERVISOR OF CODE ENFORCEMENT, CITY OF
 DAYTONA BEACH, SHORES, FLORIDA

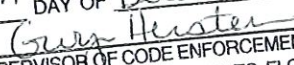
dining chairs, and a coffee table.

ORDERED AND ADJUDGED: The Respondent shall have 90 days from the date of the hearing to rectify all violations including obtaining approved final inspections on all required permits. The Respondent shall notify the City of Daytona Beach Shores when all of the violations have been rectified in order for the City to inspect and verify compliance. If the Respondent fails to rectify all violations by the imposed deadline, fines shall accrue in the amount of \$250.00 per day. The Respondent shall pay agreed upon costs to the City in the amount of \$150.19 within ten days of this order.

Done and ordered this 2nd Day of December, 2019.



Steven deLaroche Special Magistrate
City of Daytona Beach Shores.

I, GARY DEBSTEIN, SUPERVISOR OF CODE ENFORCEMENT FOR THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND THIS
5th DAY OF December A.D. 2019

SUPERVISOR OF CODE ENFORCEMENT, CITY OF DAYTONA BEACH SHORES, FLORIDA

Volusia County Tax Parcel Identification Number:
5322-01-00-0252

ORDER OF THE CITY OF DAYTONA BEACH SHORES
SPECIAL MAGISTRATE

Case number: CDEF2019-38

CITY OF DAYTONA BEACH SHORES,
Petitioner,

vs.

SS 2500, LLC,
Respondent,

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
23rd DAY OF July A.D. 20 20
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

ORDER IMPOSING FINE/LIEN

The Daytona Beach Shores Code Enforcement Special Magistrate, after due notice to the property owner, has heard testimony under oath and considered evidence admitted at a hearing held on the above styled case on July 15, 2020, and is hereby acting in accordance with the prior Order entered on November 13, 2019, which Order was previously furnished to the property owner. Said Order required the Respondent to bring the subject property into compliance by February 11, 2020. An Affidavit of Non-Compliance was generated on February 18, 2020, for twenty violations not rectified by the Ordered compliance date. An Affidavit of Partial Compliance was generated on February 18, 2020, for nine violations rectified by the Ordered compliance date. Based on the testimony and evidence presented, the Code Enforcement Special Magistrate finds that twenty violations on the subject property were not brought into compliance as Ordered.

Accordingly, a fine and lien in the amount of two hundred fifty dollars (\$250.00) per day is hereby imposed for each day Code violations remain in non-compliance after February 11, 2020.

Additional administrative fees of ninety-two dollars and forty-three cents (\$92.43) are also hereby imposed, to be added to previously imposed, unpaid administrative fees of one hundred fifty dollars and nineteen cents (\$150.19), for a total

of two hundred forty-two dollars and sixty-two cents (\$242.62) in administrative fees owed.

This Order may be recorded in the Public Records of Volusia County and shall constitute notice to any subsequent purchasers, successors in interest, or assigns, as the violations concern real property, and the findings herein shall be binding upon the property owner and any subsequent purchasers, successors in interest, or assigns and shall constitute a lien against the above-described property and upon any other real or personal property owned by Respondent(s) pursuant to Section 162.08 and 162.09, *Florida Statutes*.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 21 day of July, 2020, *nunc pro tunc* to July 15, 2020, in Daytona Beach Shores, Volusia County, Florida.

CITY OF DAYTONA BEACH SHORES, FLORIDA

Steven deLaroche
Steven deLaroche, Code Enforcement Special Magistrate

Sherry Husky
Attest: Sherry Husky, Paralegal

I, GWYN HERSHTEIN, SUPERVISOR OF CODE ENFORCEMENT FOR THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND THIS 23rd DAY OF July, A.D. 2020
Gwyn Hershstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF DAYTONA BEACH SHORES, FLORIDA

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., 281 Oceanshore Blvd., Ormond Beach, FL, 32176; to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr, P.O. Box 4221, Ormond Beach, FL, 32175; and to Attorney George Pappas, Re: SS 2500, LLC (Janet Ivanhoe), 213 Silver Beach Avenue, FL, 32118, by First Class Mail delivery this 22 day of July, 2020.

Cheri Schwab
Cheri Schwab, Code Enforcement Clerk

Volusia County Tax Parcel Identification Number:
5322-01-00-0252

ORDER OF THE CITY OF DAYTONA BEACH SHORES
SPECIAL MAGISTRATE

Case number: CDEF2019-38

CITY OF DAYTONA BEACH SHORES,

Petitioner,

vs.

SS 2500, LLC,

Respondent,

_____ /

ORDER ON REQUEST FOR REDUCTION/ RESCISSION OF FINE

The Daytona Beach Shores Special Magistrate heard testimony under oath and considered evidence admitted at a hearing held on the above styled case on the October 21, 2020. Based on the testimony given and actions taken by the Respondent, the Special Magistrate reduced the fine specified in the *Consent Order* entered on November 13, 2019, from forty-four thousand, two hundred fifty dollars (\$44,250.00) to thirty-six thousand, seven hundred fifty dollars (\$36,750.00). Administrative fees in the amount of one hundred thirty-three dollars and sixty-three cents (\$133.63) were imposed and shall be paid within thirty days (30) to the City of Daytona Beach Shores.

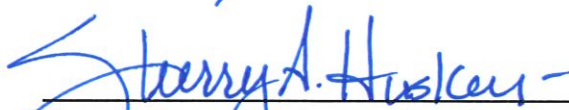
If said reduced fines are not paid within ninety (90) days of the date of the Special Magistrate hearing set forth above, then the original total fine of forty-four thousand, two hundred fifty dollars (\$44,250.00) shall be fully reinstated, due, and payable, and a lien for said amount, plus any unpaid administrative fees, will be imposed and filed in Public Records of Volusia County, Florida. If said reduced fine amount and administrative fees are paid within the time specified, a Satisfaction of Lien will be filed in the Public Records of Volusia County, Florida.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 23rd day of October, 2020, *nunc pro tunc* to October 21, 2020, in Daytona Beach Shores, Volusia County, Florida.

CITY OF DAYTONA BEACH SHORES, FLORIDA



Steven deLaroche, Code Enforcement Special Magistrate

Attest: Sherry Husky, Paralegal

Certificate of Service

I **HEREBY CERTIFY** that a true and accurate copy of the foregoing has been furnished to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., 281 Oceanshore Blvd., Ormond Beach, FL, 32176; to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., P.O. Box 4221, Ormond Beach, FL, 32175; and to Attorney George Pappas, Re: SS 2500, LLC (Janet Ivanhoe), 213 Silver Beach Avenue, FL, 32118, by First Class Mail delivery, this 23 day of October, 2020.



Cheri Schwab
Code Enforcement Clerk

**CODE ENFORCEMENT BOARD OF THE
CITY OF DAYTONA BEACH SHORES, FLORIDA**

CASE NUMBER: CDEF2019-38

CITY OF DAYTONA BEACH SHORES,

Petitioner,

vs.

SS 2500, LLC,

Respondent,

_____ /

SUBJECT PROPERTY: 2500 S. Atlantic Avenue
Daytona Beach Shores, FL

PARCEL NUMBER: 5322-01-00-0252

**AFFIDAVIT OF NON-PAYMENT OF TEMPORARILY
REDUCED CODE ENFORCEMENT FINES**

STATE OF FLORIDA)
)
COUNTY OF VOLUSIA)

BEFORE ME, the undersigned authority, personally appeared Gwyn Herstein, Code Enforcement Coordinator for the City of Daytona Beach Shores, who, after being duly sworn, deposes and says:

1. That on November 13, 2019, and July 15, 2020, the Special Magistrate held public hearings and issued Orders in the above styled matter.
2. That, pursuant to said Orders, fines accrued until compliance was achieved to a total of forty-four thousand, two hundred fifty dollars (\$44,250.00).

3. That on October 21, 2020, the Special Magistrate held an additional public hearing and issued an additional Order in the above styled matter.

4. That, pursuant to the Order issued at the public hearing held October 21, 2020, the fines, which had accrued to forty-four thousand, two hundred fifty dollars (\$44,250.00), were reduced to thirty-six thousand, seven hundred fifty dollars (\$36,750.00), provided they were paid within ninety (90) days of said hearing.

5. That, pursuant to the Order issued at the public hearing held October 21, 2020, if the reduced fines of thirty-six thousand, seven hundred fifty dollars (\$36,750.00) were not paid in full within ninety (90) days of said hearing, the original, full fine amount of forty-four thousand, two hundred fifty dollars (\$44,250.00) would be reinstated, due, and payable.

6. That ninety (90) days from said hearing was January 19, 2021.

7. That the matter was re-evaluated on January 26, 2021, and zero dollars (\$0) of said reduced fines had been paid.

8. That, pursuant to the Order issued at the public hearing held October 21, 2020, the full fine amount of fifty-nine thousand dollars (\$59,000.00) is reinstated and is currently due and payable.

FURTHER AFFIANT SAYETH NOT.

Dated this 1st day of February, 2021.

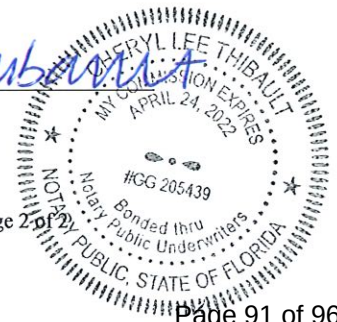
Gwyn Herstein

Gwyn Herstein,
Code Enforcement Coordinator

SWORN TO AND SUBSCRIBED before me this 1st day of February, 2021, by
Gwyn Herstein, who is personally known to me.

Cheryl Lee Thibault

Notary Public, State of Florida
County of Volusia



Volusia County Tax Parcel Identification Number:
5322-01-00-0252

ORDER OF THE CITY OF DAYTONA BEACH SHORES
SPECIAL MAGISTRATE

Case number: CDEF2019-38

CITY OF DAYTONA BEACH SHORES,

Petitioner,

vs.

SS 2500, LLC,

Respondent,

I, GWYN HERSTEIN, SUPERVISOR OF CODE
ENFORCEMENT FOR THE CITY OF DAYTONA BEACH
SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL THEREOF ON FILE IN MY
OFFICE.
WITNESS MY HAND THIS
18TH DAY OF February A.D. 20 21
Gwyn Herstein
SUPERVISOR OF CODE ENFORCEMENT, CITY OF
DAYTONA BEACH SHORES, FLORIDA

FINAL ORDER IMPOSING FINE/LIEN

The Daytona Beach Shores Special Magistrate heard testimony under oath and considered evidence admitted at a hearing held on the above styled case on the October 21, 2020. Based on the testimony given and actions taken by the Respondent, the Special Magistrate reduced the fine specified in the *Consent Order* entered on November 13, 2019, from forty-four thousand, two hundred fifty dollars (\$44,250.00) to thirty-six thousand, seven hundred fifty dollars (\$36,750.00), provided the reduced fines and all administrative fees imposed for this case were paid within ninety (90) days of the October 21, 2020, hearing, which was by January 19, 2021.

Administrative fees previously imposed in the amount of two hundred forty-two dollars and sixty-two cents (\$242.62) were paid on October 19, 2020, and additional administrative fees of one hundred thirty-three dollars and sixty-three cents (\$133.63) were imposed.

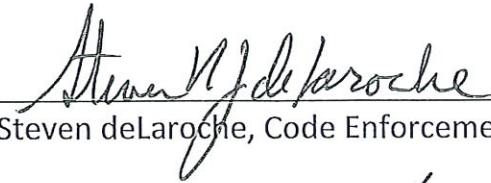
An *Affidavit of Non-Payment of Temporarily Reduced Code Enforcement Fines* was generated on February 1, 2021, to document that said reduced fines were not paid within ninety (90) days of the October 21, 2020, hearing set forth above, so the original total fine of forty-four thousand, two hundred fifty dollars (\$44,250.00) is fully reinstated, due, and payable, and a lien for said amount plus administrative fees of one

hundred thirty-three dollars and sixty-three cents, shall be imposed and filed in Public Records of Volusia County, Florida.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 17th day of February, 2021, in Daytona Beach Shores, Volusia County, Florida.

CITY OF DAYTONA BEACH SHORES, FLORIDA

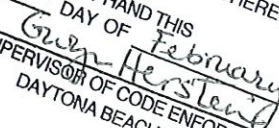

Steven deLaroche, Code Enforcement Special Magistrate


Attest: Cheri Schwab, Code Enforcement Clerk

Certificate of Service

I **HEREBY CERTIFY** that a true and accurate copy of the foregoing has been furnished to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., 281 Oceanshore Blvd., Ormond Beach, FL, 32176; to SS 2500, LLC, Attn: Janet Ivanhoe, R.A., Mgr., P.O. Box 4221, Ormond Beach, FL, 32175; and to Attorney George Pappas, Re: SS 2500, LLC (Janet Ivanhoe), 213 Silver Beach Avenue, FL, 32118, by First Class Mail delivery, this 18th day of February, 2021.


Cheri Schwab
Code Enforcement Clerk

I, GWYN HERSTEIN, SUPERVISOR OF CODE ENFORCEMENT FOR THE CITY OF DAYTONA BEACH SHORES, FLORIDA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE.
WITNESS MY HAND THIS 18th DAY OF February, A.D. 2021

SUPERVISOR OF CODE ENFORCEMENT, CITY OF DAYTONA BEACH SHORES, FLORIDA

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
VOLUSIA COUNTY, FLORIDA

CASE NO.:
DIVISION:

SS 2500 LLC, a Florida limited liability
company,

Respondent/Appellant,

vs.

CITY OF DAYTONA BEACH SHORES,
FLORIDA

Petitioner/Appellee.

_____ /

NOTICE OF APPEAL

NOTICE IS GIVEN that SS2500 LLC, a Florida limited liability company, Appellant, appeals to the Circuit Court, Seventh Judicial Circuit, Volusia County, Florida, the Order of the City of Daytona Beach Shores Special Magistrate whose Order has been rendered February 17, 2021. The nature of the Order is a final order imposing fine/lien in case number CDEF 2019-38 and all orders that preceded same. A conformed copy of the Final Order Imposing Fine/Lien is attached hereto in accordance with Rules 9.110(d) and 9.130(c).

Pursuant to section 162.11, Florida Statutes (2019), the Order on appeal is subject to plenary appeal as a matter of right to the circuit court, *Central Florida*

Investments, Inc., v. Orange County, Florida, Case No. 5D19-943 (Fla. 5th DCA November 7, 2019), citing *City of Ocala v. Gard*, 988 So.2d 1281, 1282-83 (Fla. 5th DCA 2008). See also, *City of Palm Bay v. Palm Bay Greens, LLC*, 969 So.2d 1187, 1189 (Fla. 5th DCA 2007)(“[s]ection 162.11 ... specifically authorizes appeals of final administrative orders of enforcement boards to the circuit court.”).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically filed with the Clerk of Court using the Florida E-Filing Portal which will automatically send notification of such filing to Steven deLaroche, Code Enforcement Special Magistrate, sdclaroche@delaroche-law.com and Lonnie N. Groot, Esquire, lonniegrootlaw@gmail.com this 17th day of March, 2021.

DAVID A. VUKELJA, P.A.

/s/David A. Vukelja

DAVID A. VUKELJA, ESQUIRE
Florida Bar Number 276618
595 W. Granada Boulevard, Ste. L
Ormond Beach, Florida 32174
Telephone: 386-676-5678
Attorneys for Plaintiff
Email: davukelja@vukeljalaw.com
Secondary: cverran@vukeljalaw.com

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
VOLUSIA COUNTY, FLORIDA

CASE NO.: 2021 30368 CICI
DIVISION: 02

SS 2500 LLC, a Florida limited liability
company,

Respondent/Appellant,

vs.

CITY OF DAYTONA BEACH SHORES,
FLORIDA

Petitioner/Appellee.

/



NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS HEREBY GIVEN that the Appellant, SS 2500 LLC, by and through its undersigned counsel, and in accordance with Rule 1.420(a)(1), Florida Rules of Civil Procedure voluntarily dismisses the appeal herein.

Dated this 22nd day of July, 2021.

DAVID A. VUKELJA, P.A.

/s/David A. Vukelja

DAVID A. VUKELJA, ESQUIRE

Florida Bar Number 276618

595 W. Granada Boulevard, Ste. L

Ormond Beach, Florida 32174

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Email: davukelja@vukeljalaw.com

Secondary: cverran@vukeljalaw.com

cc: John M. Cary, Esquire
jcary@voselaw.com