

APPROVED

TOWN OF LAUDERDALE-BY-THE SEA
CODE COMPLIANCE HEARING MINUTES
Town Commission Meeting Room (Jarvis Hall)
Thursday, February 23, 2023 at 5:00PM

I. CALL TO ORDER, SPECIAL MAGISTRATE TOM ANSBRO

Special Magistrate Tom Ansbro called the hearing to order at approximately 5:10PM on Thursday, February 23, 2023 with Town Attorney Alan Gabriel, Senior Code Compliance Inspector Bethany Banyas, Code Compliance Inspector Eric Villanueva, Development Services Director Jhanelle Campbell, Building Official Simo Mansor, and Special Magistrate Clerk Megan Small to record the minutes.

II. SWEARING OF WITNESSES

The Special Magistrate administered the oath to everyone speaking today, except not to lawyers.

III. OPENING STATEMENT

Please note for the record that this is an in-person hearing.

IV. PUBLIC COMMENTS

No one from the public wished to speak now on items not on the agenda.

V. CODE CASES

The cases were heard in the order they were typed. All discussions in the matter were not limited to the case summaries typed below.

CERTIFICATION OF LIEN

ITEM #V.26

***TAKEN OUT OF SEQUENCE**

Case #: 22110007 – Permits Required Violations

Property Owner: Affordable Lux Properties LLC

Address/Folio: 4328 N Ocean Dr 1-3

Code Section(s): Florida Building Code Section 105.1.

Senior Code Compliance Inspector Banyas testified that this case was here for certification of lien. She gave a brief description of the work without permit case that was to be in compliance by December 23, 2022 or a fine of \$250/day would accrue thereafter. The property complied on January 25, 2023 and fines accrued in the amount of \$8,250.00 and \$200 hearing cost was still due. Inspector Banyas answered the Special Magistrate that this was for one unit in which interior renovations were done without permit(s) but there was also a fence and awnings for each unit installed without permits. The Town recommended hearing from the respondent or the representative before any decisions were made.

Dr. Beladi, professional engineer, testified that he was hired by the owner and explained what transpired. He felt that the Town was happy with the closure of all permits and explained the financial hardships the property owner went through as well as being misled by her first contractor. They were requesting no fines as everything that needed to be done was done and all permits were closed out. The property owner paid \$4,800 in permit fees. Inspector Banyas answered the Special Magistrate that she wanted to submit another set of photos that she showed to Dr. Beladi who had no objection to them. She reminded the Special Magistrate that when the owner previously appeared, she stated that she would continue to do work without permits again and it was up to the Town to catch her. The Special Magistrate asked the respondent if the owner was in attendance and if she learned her lesson. Dr. Beladi explained why she could not attend this hearing but that she learned her lesson. The Special Magistrate said that her attitude was awful and he would not give her a break. He asked Dr. Beladi to let the owner know his decision and why he decided no mitigation and she had to pay the whole accrued fine plus \$200 hearing cost. However, if she wanted to come back and apologize and take what she said back, he would listen.

Inspector Banyas explained that the owner could appear in front of the Town Commission for any lien that has passed through and been recorded. The Special Magistrate then felt that the owner should not come back here but to go in front of the Town Commission, if she wanted to seek mitigation. The Town was requesting that since this would be a lien, to impose the hearing cost due for recording of a lien. The Special Magistrate ordered no mitigation of fine but rather certification of lien in the amount of \$8,450 plus \$200 hearing cost for today due immediately but payable within thirty days or it would be added to the lien amount otherwise she could immediately pay a total of \$8,650 to avoid a lien on the property.

NEW BUSINESS

ITEM #V.14

***TAKEN OUT OF SEQUENCE**

Case #: 23010006 – Zoning Violations
Property Owner: Commercial East LLC
Address/Folio: 100 E Commercial Blvd
Code Section(s): Chapter 17 – Streets, Sidewalks and Other Public Places Section 17-89. (j)(12) c. Not permitted sign

Senior Code Compliance Inspector Banyas testified that the business is Harat's and this was the first time this case was heard for the business. For service, the green card was in the file, signed and dated. The Notice of Violation was issued on January 10, 2023 regarding sidewalk café permits - no furniture, fixtures, decorations, lights or other objects were to be placed outside of a sidewalk café area, etc. She had a photo to submit to the Special Magistrate but showed it to the respondent first who had no objection and it was entered into evidence. The Special Magistrate said the picture would be for one date but the case history notes said that they were told on multiple occasions not to do this. Inspector Banyas answered the Special Magistrate that he was correct. The most recent documentation was an email conversation between management and a representational group for the restaurant. The Town was not asking for a fine or fee today, but rather a Finding of Fact that the violation existed (furniture was placed in the Town's paid parking spaces) but was brought into compliance prior to today's hearing and if this should happen again within the next five years by the same owner at the same location, it could be considered a repeat violation subject to immediate and higher fines. She answered the Special Magistrate that staff warned them repeatedly not to do this. She explained she did not think the chairs were there for seating but rather to save a parking space for an owner. No matter the reason, this could not be done.

The Special Magistrate said that this property was just in front of him for a different violation. Now it was here for a violation that they were repeatedly told a number of times not to do. He wanted to know why they were here again after being warned a number of times about this violation. The owner, Andrey Serebryanik, testified that he had no answer as to why this happened. The Special Magistrate explained that this was a new business starting off on two wrong feet so far (last hearing and this hearing). He did not want to see him or any of his staff back here again. The Town would not put up with violations.

The Special Magistrate said he would order a Finding of Fact today showing the violation existed and was complied prior to the hearing but if it should come back again, he would impose the highest fine that he could in order to get the message across not to violate. He told the owner that the Town did not want his money and only wanted things to be done within the rules. The owner understood. He was told to call the inspector, if he had any questions before he did something that may come back as a violation. The Special Magistrate ordered a Finding of Fact that the violation existed but was complied before this hearing and if this violation should reoccur within the next five years (by the same owner and at the same property/location), it may be deemed a repeat violation subject to immediate and higher fines and there were no costs assessed for today's hearing.

The next two cases were called together.

SPECIAL SET

ITEM #V.32

***TAKEN OUT OF SEQUENCE**

Case #: 23020002 – Zoning Violations

Property Owner: Via Sales & Leasing Inc.

Address/Folio: 1439 S Ocean Blvd 312

Code Section(s): Chapter 30 – Unified Land Development Regulations – Section 30-311 (e)(1)a

ITEM #V.33

Case #: 23020004 – Zoning Violations

Property Owner: Via Sales & Leasing Inc.

Address/Folio: 1439 S Ocean Blvd 312

Code Section(s): Chapter 30 – Unified Land Development Regulations – Section 30-311 (e)(1)a

Senior Code Compliance Inspector Banyas testified that the first case would lead into the next case. This was a violation of docking and mooring a watercraft at an unapproved structure. On February 1, 2023, she issued a citation to J. Murray Troup. He had a boat docked at an unapproved structure that was attached next to Whittier Towers. The Special Magistrate wanted to know if anyone else has been using that structure. She answered that people have been on that dock. However, this was the first time the Town was aware of someone mooring a watercraft which happened almost immediately after the last hearing. She has a photo of this which she showed to Mr. Troup who acknowledged that it was his boat and had no objection to the picture. The Special Magistrate accepted the photo into evidence without objection as the Town's Exhibit. She also showed a copy of the citation to Mr. Troup who had no objection and then gave the copy to the Special Magistrate who accepted it into evidence also without objection. Inspector Banyas testified that on January 31, 2023, she received a report about an unlawfully docked boat at that unpermitted structure. She went to the property the next day, February first, and saw that the boat was there and consulted with Town Staff as to the next step. She went with two BSO Deputies to serve the citation and explained to Mr. Troup the contents of the citation. Mr. Troup

provided his identity and accepted the citation but declined to sign it. On the next day, she returned and issued a citation for a repeat violation. The first citation was \$250 and the second one on February 2, 2023 was for \$500 for a repeat violation. She had a copy of the photo taken February 2, 2023 of the boat and a copy of the second citation which she showed to Mr. Troup who had no objection. The Special Magistrate accepted these documents into evidence without objection and clarified the fact with Inspector Banyas that on the first day he was told not to dock there and yet on the second day he still docked there. Inspector Banyas said that was what happened. This evidence was also accepted by the Special Magistrate as an Exhibit without objection. The inspector testified that Mr. Troup requested an appeal through the Town for the citations and that was why he was here today. The Town's recommendation was to uphold those two citations and to assess \$100/citation in hearing costs as well. The Special Magistrate spoke about the Whittier Towers' dock saga but wondered how Mr. Troup would know not to dock there. The inspector said that he was the owner of two units and her understanding was that he was instrumental in the installation of that dock in December 2019. The inspector felt that it would be fair for the Special Magistrate to ask Mr. Troup if he was familiar with the history of the dock and that the dock was not being permitted to be used.

Mr. Troup testified that he was from Canada but when in Florida, he lived in Whittier Towers. Mr. Troup spoke about documents that he had to submit into evidence. The first was for authorization and a permit signed by Building Official Randal Clutter with a number for the seawall and dock issued June 11, 2019. On February 1, 2023, they received a permit with a number from Broward County for the seawall, the cap, the dock, and he read the description of the after-the-fact permit into the record. They also re-submitted another permit with a number for the seawall and dock. They paid a total of \$4,384 in additional fees. Mr. Troup also had a survey dated February 15, 2023 stamped and signed by a professional surveyor proving that the entire seawall was located on Whittier property. It was not on the neighbor's property. He said that Palm Club did not own the seawall. The Special Magistrate said that the survey did not resolve ownership of the seawall. That needed to be resolved presumably in court. Mr. Troup then spoke about an easement agreement which was signed for navigation which was an auxiliary use of a boat dock. The Special Magistrate explained that it was not his jurisdiction to rule on ownership. Mr. Troup said that he was a shareholder of Whittier and that made him a party to the easement agreement. He had the right to use that waterway. He had a picture of the previous dock that the Town issued a code violation on and made Whittier tear out. He also had a picture from November 2022 when the King Tide arrived and it showed every dock on the canal under water except Whittier's dock. He had a picture of a property to the east that had a step up over the break wall, the same as they constructed. All the documents were not objected to by the Town and were given to the Special Magistrate who accepted them into evidence without objection as Respondent's Composite Exhibit. Mr. Troup testified that he moved his boat at Inspector Banyas' request. He had to make arrangements to move the boat and take it somewhere else. He could not move it on the first day without making arrangements. He called Inspector Banyas to inform her when the boat was moved.

Special Magistrate Ansbro asked Town Attorney Gabriel to summarize the right of use of the dock. Town Attorney Gabriel said this case was heard a number of times. The evidence submitted today was seen before. The issue was that a permit issued by the Town was not presented for the existing dock. A Stop Work Order was issued for the first permit Mr. Troup commented on. The survey was just provided to the Town and there were still issues. Town Attorney Gabriel asked for a while for a title attorney or an attorney to provide an opinion of title that indicated the right and use of the property with the easements. That opinion still has not been provided. In his opinion, it would not be provided and that issue still existed. The Town requested that the Special

Magistrate uphold the two citations and two fees for today's hearing as the dock was not a permitted structure in the Town.

Mr. Troup responded that they have been requesting for six months to show where the permit he spoke about today was rescinded or canceled or anything but the Town could not provide that. Whittier has done everything they could and he totally disagreed with the Town Attorney as the seawall was on Whittier property. The dock was part of the easement agreement which was perpetual. The Special Magistrate explained again that he did not have the ability to rule on the legality of what rights were afforded on the easement, survey or any other documents. The Special Magistrate said that the violations would be upheld with the fee for each citation as he was not entitled to dock there. He pointed out that he knew what he was doing and he did it anyway. Mr. Troup asked about the process for an appeal and said that the citation was issued to him personally and not to the property. He said that navigation was not under the jurisdiction of Lauderdale-By-The-Sea (LBTS) to enforce. The boat was on the water and LBTS did not have the right to enforce law on the water. The Special Magistrate said that Mr. Troup tied the boat to the dock on the land.

Inspector Banyas explained that if Mr. Troup did not pay the citation fines and hearing costs, then the citations would be recorded as two separate liens and then he could submit a request to the Town to schedule a hearing before the Town Commission. She answered the Special Magistrate that the liens would be recorded against Mr. Troup. Inspector Banyas spoke about Florida Statutes 162 in which a lien may be attached to the violator and also to any real property that the violator owned. This was cited to Mr. Troup but attached to his unit. The Town's Ordinances prohibit anyone from docking or mooring a watercraft on any unapproved structure. She clarified that what Mr. Troup said was an approved permit was actually a preliminary review which was a pre-permit process. In this case, it only went through Structural and not any other discipline. There was no approved permit for what was done. Mr. Troup was incorrect. She summarized and read into the record her memo notes from when she served the first citation. The Special Magistrate ordered both citations to J. Murray Troup upheld; for Case #23020002, a \$250 fine plus \$100 hearing cost and for Case #23020004, a \$500 fine plus \$100 hearing cost with both due within thirty days after the hearing in the total amount of \$950 or a lien would be placed on Unit 312 in Whittier Towers, 1439 S Ocean Blvd.

NEW BUSINESS

ITEM #V.16

Case #: 23010014 – Nuisance

Property Owner: Sharifi, Jennifer Sharifi, Kobi

Address/Folio: 2 Sunset Ln

Code Section(s): Chapter 20 – Utilities Section 20-22.(a)(6)

Senior Code Compliance Inspector Banyas testified that the Notice of Violation was issued to the owners of record on January 19, 2023. This was a construction site that used to be a vacant lot. The inspector answered the Special Magistrate that it was a single-family neighborhood. The street was not a Town right-of-way but was actually owned by the individual properties fronting that. The street was theirs until it met the property line of the adjacent co-op. On January 19, 2023, they received notification from the Deputy Town Manager who was also the Director of Public Works, Ken Rubach, that they had to go to Sunset Lane and meet with Pompano Beach Staff, Steve Almyda. Someone had a backup of sewage on their property further down the street and called into the Town who referred it to Pompano. On the north side, Pompano provided the sewer. She answered the Special Magistrate that on the south side, it was Fort Lauderdale that provided the sewer. She did not know how but concrete from 2 Sunset Lane had gotten into the

sewer line and into the main line. The portion of the sewer line that had to be replaced at the immediate cost of Pompano Beach was under their jurisdiction for sewerage. She had a photo that she gave to the respondent who did not object to the photo. The Special Magistrate entered the photo into evidence as Town Exhibit without objection. The Town's recommendation, under Florida Statutes 162.09 (2)a stated if a Code Enforcement Board / Special Magistrate found the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation. Therefore, the Town recommended a fine of \$5,000 and the inspector read from the Town's Code Section 20-22.(a)(6) into the record. The Special Magistrate said he was not clear where the Town had the jurisdiction over the sewer line. Inspector Banyas explained that the Town had the jurisdiction over how the property owners and residents treat that sewer line.

Jennifer Sharifi and Kobi Sharifi testified that they bought the property about two and a half years ago, plus two homes on that block as well. In 2018, the previous owner demolished the home on this property. They bought the property under the assumption that the water and sewer lines were closed. Ms. Sharifi went to Pompano and spoke with Whitney Walsh and was told the water was not shut off and the sewer was not capped. The Lauderdale-By-The-Sea demo permit showed that one of the inspections they had was to cap the sewer and water line. Mr. Sharifi testified that their surveying company marked exactly where their piling company would put the piling. They had everything cleared with no conflicts. Mr. Sharifi explained that the water and sewer lines were not capped so when their company dug for the pilings, the poured concrete went into the uncapped pipe and then into the main sewer line. Mr. Sharifi said that according to the Pompano Beach Building Department, they did not have any utility, gas, water line, nothing. They have a letter from the Gas Company that there was no gas over there. They did everything by code, by the law. Every time there was something, they were on top of it. They have a good relationship with Inspector Banyas. They apologized to all the neighbors for any inconvenience they may have caused. The Sharifi's gave their documents to the Special Magistrate and the Town had no objections. It was entered into evidence as the Respondent's Composite Exhibit without objection.

The Special Magistrate asked if the pipe that was compromised was on their property? Inspector Banyas answered that since Pompano Beach Utilities excavated, they should answer that. The Special Magistrate asked if Pompano was expecting the respondents to pay them back and Mr. Sharifi said that they have a hearing with them. The Special Magistrate would like to defer until he knew what Pompano would do. Inspector Banyas said there were two representatives here tonight from Pompano Beach. Nathaniel Watson testified that he was representing Pompano Beach in this matter. The sewer lateral in question was on site at the property. It was the property owners' lateral. They were doing foundation/support pilings for the property and their sewer lateral was not properly capped off and retired. They excavated down and punctured their lateral, and put support steel into the sewer lateral on the property. It infiltrated into the Town's sewer system and encumbered it impacting about twelve to thirteen properties downstream of the sewer system. He answered the Special Magistrate that the City of Pompano Beach was seeking damages. Nathaniel Watson had pictures to give which would bring more clarity into the situation. He showed his pictures to the respondents who did not have any objections and then he gave his pictures to the Special Magistrate who entered them into evidence without objection as Pompano's Contractor Composite Exhibit. Mr. Watson explained that due to the dire nature of the situation and that the problem was beyond the City's ability to take care of it, they had to get this fixed at a cost of \$636,000 which did not include staff pumping out the sanitary sewer system. The Special Magistrate asked Town Attorney Gabriel if the previous owner was to cap off the sewer lateral and have it signed off by the Town. Building Official Mansor answered that when there was a demo like this, the owner called the municipality to cut their water and would take the meter and cap the sewer. Every contractor was responsible for their trade. In this case, it would

be the plumber who would have to cap off the sewer line for the house. Ms. Sharifi said that Pompano had to come to close the water and cap the sewer line but no one placed an order for something like that. Building Official Mansor said that when the new contractor came to build, he needed to put in his own sewer line. They should have known where the stuff was capped to put the new plumbing in. Mr. and Mrs. Sharifi said they were the contractor and the owner. The Building Official explained that the demo permit was just to make things safe. Electrical was cut off, the supplies were cut off, and the sanitary was blocked off.

Town Attorney Gabriel said that this had to have been capped off over the last years, if not there would have been sewer on the property. Pompano and Fort Lauderdale would not go onto private property unless they were invited. Understanding the situation, the Town has reconsidered their request for the irreparable fine reduced from \$5,000 to \$2,500. The property owner was responsible for activities and whatever happened to the damages with the City of Pompano Beach had nothing to do with LBTS. The violation did exist and it was irreparable. The Special Magistrate explained he would rule that they owed a fine of \$2,500.00.

A Sunset Lane resident asked permission to speak and the Special Magistrate invited him to come up. Keith Jones said he was sworn in. He said that several residents on the street had raw sewage come out when they were showering. They could not use their cars on the street. They appreciate the efforts of the Sharifi's wanting to beautify the neighborhood but they still had code violations. They have concern about the drainage from 2 Sunset Lane which would increase the flooding issue that they already have.

Jacqueline Roach testified that the Palm Club had a fence that ran down their street to separate the properties. A hole had to be cut in that fence so people could get off of the street. She said that in order to get to their homes, some neighbors had to walk through sewage. After all that happened, her concern now was the ratio of the size of the structure to the lot. She did not think it was compatible and did not think the setbacks were being followed. Building Official Mansor explained that setbacks would be checked as the home was being constructed. There was another person from Sunset Lane who didn't request to speak but was here to corroborate everyone's story.

The Special Magistrate was sorry for whatever anyone went through. He explained that he was willing to reduce the fine from \$5,000 to \$2,500 as was suggested by the Town Attorney. The Sharifi's still had to deal with Pompano Beach. The fine was not to punish but to keep things on track. The current property owners still had some fault of not knowing or doing what needed to be done to protect this. The residents would have to deal with the Sharifi's on their own but the Town tonight was imposing a \$2,500 fine. Inspector Banyas answered Special Magistrate Clerk Megan Small that there was a \$50 hearing cost for tonight's hearing. Inspector Banyas said that the Sharifi's own three properties on Sunset Lane. She wanted to speak about code violations which were brought up. On the subject property, since 2020 there have been three cases of overgrown landscaping. There were two complaints regarding tonight's issue. On another property there was a complaint that the Town was not able to verify. On the third property there was a violation for an unregistered vacation rental and they did obtain their Business Tax Receipt. The Special Magistrate ordered a fine of \$2,500 to be paid within sixty days or if not paid timely, it would revert back to \$5,000 plus \$50 hearing cost due immediately but payable within sixty days.

Town Attorney Alan Gabriel left at approximately 6:37PM.

SPECIAL SET**ITEM #V.31*****TAKEN OUT OF SEQUENCE**

Case #: 22080012 – Permits Required Violations
Property Owner: Seagrape One Apartments LLC
Address/Folio: 4300 Seagrape Dr
Code Section(s): Chapter 30 – Unified Land Development Regulations – Section 30-477 (a) Maintenance of landscaped area
Florida Building Code FBC BCA Section 105.1. Work Without Permits. Permits. Required

Senior Code Compliance Inspector Banyas testified that at the January Hearing, the Special Magistrate certified the lien in the amount of \$11,500 in fines that accrued over 46 days (Dec 9, 2022 to Jan 23, 2023) plus \$275 in hearing costs but withheld recording of the lien until this hearing giving time for a representative to speak. She answered the Special Magistrate that the lien was not recorded. The property manager, Denise Romen, testified that she went back and forth many times to the Town to ensure everything was correct and this happened during the holidays creating issues with obtaining materials and services. The inspector answered the Special Magistrate that Denise was very cooperative but the Building Official found additional work at 4300 Seagrape Drive during an inspection of a related permit and the inspector reminded Denise to rectify any unpermitted work. The inspector advised the Special Magistrate that the Town could not recommend a full reduction but to take into account any input from today's hearing. The Building Official testified that this property has an entrance from both Seagrape Drive and Bougainvillea. Every time he entered from a different entrance; he saw something wrong. He was not in any other unit, so he could not testify if everything now met code. It seemed that there was a lot of work in there without permit(s). Denise answered that there were 26 units for this property. This property was bought about two years ago and a lot of this work was done before they bought the place. Denise testified that after this, there was no other work done without permits.

The Building Official testified that there would be a fire inspection and the Town's Fire Marshal would get access to the property. The property manager must understand that permits must be pulled for work done on the property. The Special Magistrate said that the Fire Marshal has to get access to the property and if he found any building violations, he would report that to the Building Official. The Special Magistrate said he would reduce the fine down to \$3,000 because he felt that there were probably more things that had to get fixed but they needed to pay something for the violations. Inspector Banyas asked about the unpaid hearing costs in the amount of \$275 and the Special Magistrate said that also had to be paid for a total of \$3,275. The Special Magistrate ordered the \$11,500 fine reduced to \$3,000 plus \$275 in previous hearing costs (total \$3,275) to be paid within thirty days or if not paid timely, the fine would revert back to \$11,500 plus \$275 in previous hearing costs.

ITEM #V.34

Case #: 22080016 – Permits Required Violations
Property Owner: Stanley, George Stanley, Rose
Address/Folio: 4641 Bougainvillea Dr
Code Section(s): Chapter 30 – Unified Land Development Regulations – Section 30-327. (k) 1.a.-h Vacation Rental or Short Term Rental Dwelling
Chapter 6 – Building and Building Regulations Section 6-36(a)
Florida Building Code FBC BCA Section 105.1. Work Without Permits. Permits. Required

Code Compliance Inspector Eric Villanueva testified that the total amount due was \$13,870 plus \$200 hearing cost (total \$14,070) and now everything was brought up to code as of February 1, 2023. The case was opened in August 2022. The inspector answered the Special Magistrate that this property was not complied three different times and the Final Order was issued October 28, 2022. The first compliance was January 12, 2023. Since the Final Order, it took about three months to get compliance on one of the violations (work without permit).

Rodrigo Vilches, representative, testified that everything Eric said was correct but what was missing was the fact that they actively tried to fix the issues but there were different problems with the Town. The first engineer they hired disagreed with the Town. Mr. Vilches wanted to present evidence that they did everything the Town required. All the information he acquired led them to the fact that everything in the home was in compliance. He spoke about the permits they pulled on the home when it was owned by the previous owner and everything was done according to the rules. As soon as they closed in 2021, Mr. Vilches saw that one of the bedrooms did not have a closet. He got his handyman to make one but was stopped by the Town. He did not know that the Town required a permit for a little closet so he pulled a permit and the inspection was passed. They rented the property and during the process, he got a letter from the Town that the property was advertised as an Airbnb. He tried to correct this because it was an investment property and he did not want to lose the tenant. He invited the inspector to the property. The inspector informed him that they did not have a permit for anything. Mr. Vilches felt that trying to get contractors to work in this Town was not an easy task. They have tried everything spending more than \$90,000. The Special Magistrate explained that he did not need anymore history on this property. He just had to decided if there would be a reduction in the fine and asked the Building Official if a reduction would be the recommendation. Building Official Mansor said that in the beginning there were problems but in the end there was compliance.

Inspector Villanueva asked to have his evidence entered into the record and showed it to Mr. Vilches who had no objection. Inspector Villanueva read a part of the evidence into the record which was from Mr. Vilches' correspondence dated February 18, 2023. Mr. Vilches wrote in answer to the inspector's email that he would take the Town to a real court and let the real jury decide. The inspector gave the correspondence evidence to the Special Magistrate who perused the document and entered it into evidence as the Respondent's Exhibit without objection. Special Magistrate Ansbro said that since this was how Mr. Vilches felt five days ago, he would not reduce the amount due to Mr. Vilches' attitude and he would certify the lien plus any unpaid hearing costs. The Special Magistrate ordered no mitigation of fine or fees but rather payment of the \$13,870 fine and the previously assessed \$200 hearing cost which equaled \$14,070 plus \$100 hearing cost for today due immediately or payable within thirty days or certification of lien in the total amount of \$14,170.

CERTIFICATION OF LIEN

ITEM #V.27

***TAKEN OUT OF SEQUENCE**

Case #: 22040002 – Property Maintenance

Property Owner: Sun & Sea Villas LLC

Address/Folio: 4213 El Mar Dr 1-6

Code Section(s): Chapter 6 – Building and Building Regulations Section 6-36(a)
Florida Building Code FBC BCA Section 105.1. Work Without
Permits. Permits. Required

Senior Code Compliance Inspector Banyas testified that the current owner, Sun & Sea Villas LLC, purchased the property about the middle of last year. At the January 2023 hearing, she informed that this case switched hands and rather than certify the lien, they decided to bring it back and

recommend a revision to the existing Final Order transferring it into the new owner's name and giving them until February 22, 2023 to comply. There was no hearing cost for January's hearing.

The work without permits was for multiple a/c replacements and kitchen and bathroom renovations. A fine of \$200/day began to accrue today. There was a permit in the system that was under review. Inspector Banyas had as evidence for the file, a printout of the issues/comments on the permit which was denied as there were some things that needed to be addressed. She answered the Special Magistrate that this was submitted by the previous owner on July 29, 2022. She gave a copy of the evidence to the representative, Attorney Mark Stern. He represented Sun & Sea Villas, the new owner. He said that Jorge (George) was the contractor who worked for the previous owner and was here tonight trying to get this matter resolved. Attorney Stern had no objection to the Town's evidence which was given to the Special Magistrate who entered it into the record without objection as the Town's Exhibit. The Building Official testified that during the a/c inspection, he found that they were working on two units without permit(s) during renovations. He failed the inspection for the a/c as the plans and permits were not there. When he went back to the office, he found there were some a/c units that were never permitted and the work they were doing now was not permitted. There was work done beyond the scope of the permit. For approval, he needed all the permits as the new owner was doing work. He explained to the former contractor that he could not approve his permit as there was other work being done by the new owner. He did not look at former owner, new owner, etc. The Building Official just looked at the permit and saw work done beyond the scope of the permit. He needed a revision to the permit which has to include the extra work done on the property.

The Special Magistrate asked if the recommendation would be a continuance and the Building Official answered in the affirmative and to give them thirty days. The Special Magistrate spoke with Attorney Stern about getting this resolved as it was too messy. George, the contractor, said he was working with everyone trying to get this resolved. He put in for an inspection on the 16th but everyone showed up on the 15th and that was why he was not at the inspection. His work only pertained to the old violations. Attorney Stern said that this was the first he heard about new work going on and also that 4213 El Mar Drive had a new violation today. The Special Magistrate ordered continuance to the March 23, 2023 Hearing with no changes to the Final Order and no hearing cost for today. This March date should give them time to get this cleared up. He advised to speak or meet with the Building Official, if they had any questions. No more work was to be done without permits. The Town did not want money from fines, they just wanted compliance. Attorney Stern did not want the lien recorded and the Special Magistrate said that he could defer it for another month. George said they rectified everything so the new owner could step in and the sale could go through. He was working with all the inspectors. The Special Magistrate said someone is up to something and to get a handle on it. There was to be no more unpermitted work.

Special Magistrate Clerk Small read into the record the cases to be continued to March 23, 2023.

CONTINUED CASES			
Item #	Case #	Property Address	Continued To:
2	21080007	1501 S Ocean Blvd	03/23/23
4	23010011	233 Garden Ct	03/23/23
5	22100011	226 Basin Dr	03/23/23
6	22070026	265 Commercial Blvd	03/23/23
9	21120003	2000 S Ocean Blvd	03/23/23

CONTINUED CASES			
Item #	Case #	Property Address	Continued To:
10	21100012	1470 S Ocean Blvd	03/23/23
11	21100021	4900 N Ocean Blvd	03/23/23
15	23010010	260 Allenwood Dr	03/23/23
18	23010007	1530 S Ocean Blvd	03/23/23
19	22090004	5200 N Ocean Blvd 1006B	03/23/23
20	23020001	5100 N Ocean Blvd 1601	03/23/23
21	23010001	267 Capri Ave	03/23/23
22	22120006	3261 S Terra Mar Dr	03/23/23

Special Magistrate Clerk Small read into the record the cases to be continued to April 27, 2023.

CONTINUED CASES			
Item #	Case #	Property Address	Continued To:
1	22020002	262 Commercial Blvd	04/27/23
3	22080025	216 E Commercial	04/27/23

Special Magistrate Clerk Small read into the record the case to be continued to May 25, 2023.

CONTINUED CASES			
Item #	Case #	Property Address	Continued To:
8	22070008	4553 Bougainvillea Dr	05/25/23

Special Magistrate Clerk Megan Small called cases for the Building Official and no one was present to represent the property owner.

NEW BUSINESS

ITEM #V.17

***TAKEN OUT OF SEQUENCE**

Case #: 23010009 – Building Code Violations

Property Owner: ACS 218 LLC

Address/Folio: 218 E Commercial Blvd

Code Section(s): Florida Building Code Section 110.15 Building Safety Inspection Program

For the record, there was no one present to represent the property owner. Senior Code Compliance Inspector Banyas testified that this property was overdue for the fifty year inspection. The Notice of Violation was sent via certified mail on January 11, 2023 and prior to that a Courtesy Notice was sent via certified mail to the property owner in August 2022 but no green card was returned. Inspector Villanueva posted the property and Town Hall on February 10, 2023. The Town recommended a Final Order giving until March 22, 2023 to comply in full or a fine of \$250/day plus \$50 hearing cost for today. To comply, they had to submit a clear report for both Structural and Electrical disciplines with no repairs required for the Building Safety Inspection Program. She has a screen shot showing their permit history and there was no permit for the forty or fifty year inspection for evidence and gave that to the Special Magistrate who accepted it into the record as Town's Exhibit. The Special Magistrate ordered full compliance by March 22,

2023 or a fine of \$250/day would accrue thereafter plus \$50 hearing cost for today's hearing due immediately or within the next thirty days and to return to the March 23, 2023 Hearing.

CERTIFICATION OF LIEN

ITEM #V.28

***TAKEN OUT OF SEQUENCE**

Case #: 23010003 – Permits Required Violations

Property Owner: Jacobs-Pineon, Elizabeth

Address/Folio: 1850 S Ocean Blvd 108

Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without Permits. Permits. Required

For the record, there was no one in attendance to represent the property owner. Senior Code Compliance Inspector Banyas said the Town recommended to certify the lien plus previous hearing cost. This was a full demolition and renovation of the condominium unit. She said that \$200 hearing cost associated with certifying the lien should be assessed today. The Special Magistrate ordered certification of lien and any unpaid previous hearing cost plus \$200 hearing cost for today due immediately but payable within thirty days or added to the lien.

ITEM #V.30

***TAKEN OUT OF SEQUENCE**

Case #: 22030004 – Permits Required Violations

Property Owner: APCE Acquisitions LLC Arnold, Joan G

Address/Folio: 4420 E Tradewinds Ave

Code Section(s): Chapter 30 – Unified Land Development Regulations – Section 30-313 (d)(1)(h)

Chapter 6 – Building and Building Regulations Section 6-36(a)

Florida Building Code FBC BCA Section 105.1. Work Without

Permits. Permits. Required

Florida Building Code FBC R4501.17.1.9 Residential Pool Barriers

For the record, there was no one in attendance to represent the property owner. Senior Code Compliance Inspector Banyas testified that the Town recommended an extension of the Final Order comply-by date to March 22, 2023 and reconvene at the March 23, 2023 Hearing, if there wasn't substantial progress. There would be a \$25 hearing cost assessed for today's hearing. Special Magistrate ordered a revised Final Order with an extension of the comply-by date to March 22, 2023 and reconvene at the March 23, 2023 Hearing, if there wasn't substantial progress plus \$25 hearing cost due immediately or payable within thirty days.

Building Official Mansor left at approximately 7:20PM.

CASES TO BE CONTINUED

ITEM #V.7

***TAKEN OUT OF SEQUENCE**

Case #: 22030010 – Building Code Violations

Property Owner: Leisure By The Sea Association Inc. C/O Exclusive Property Management

Address/Folio: 226 Hibiscus Ave

Code Section(s): Florida Building Code Section 110.15 Building Safety Inspection Program

For the record, no one was in attendance to represent the property owner. Inspector Villanueva testified that this was regarding the building safety inspection for the condominium (Leisure By The Sea North). He recommended to the Special Magistrate to extend the Final Order comply-

by date to March 22, 2023 with no hearing cost for today's hearing. The Special Magistrate ordered a revised Final Order with a new comply-by date of March 22, 2023 and return to the March 23, 2023 hearing if needed with no hearing cost for today's hearing.

OLD BUSINESS

ITEM #V.12

Case #: 22070011 – Property Maintenance
Property Owner: Colaner, Joseph
Address/Folio: 4507 W Tradewinds Ave
Code Section(s): Chapter 21 – Vegetation Section 21-26(c)
Chapter 30 – Unified Land Development Regulations – Section 30-477 (a) Maintenance of landscaped area
Chapter 6 – Building and Building Regulations – Section 6-36 (a)
Chapter 6 – Building and Building Regulations – Section 6-36 (f)
Chapter 6 – Building and Building Regulations – Section 6-41 (a)(10)
Chapter 6 – Building and Building Regulations – Section 6-41 (a)(2)
Chapter 6 – Building and Building Regulations – Section 6-41 (a)(7)

For the record, there was no one present to represent the property owner. Inspector Villanueva testified that Mr. Colaner complied with everything except the trees that needed to be cut by the FPL lines. The Town reached out to FPL and this should be done soon. He requested to extend the comply-by date to March 22, 2023 and this should be in compliance by then. There was no hearing cost for today's hearing. The Special Magistrate ordered a revised Final Order with a new comply-by date of March 22, 2023 and to come back to the March 23, 2023 Hearing only if needed and no hearing cost assessed for today's hearing.

NEW BUSINESS

ITEM #V.13

Case #: 23010005 – Property Maintenance
Property Owner: 827 NW 114 St LLC
Address/Folio: 230 Pine Ave
Code Section(s): Chapter 6 – Building and Building Regulations – Section 6-36 (a)
Chapter 6 – Building and Building Regulations – Section 6-37 (a)(1)

For the record, there was no one present to represent the property owner. Senior Code Compliance Inspector Banyas testified that she was going to hand in photos of the two violations for this vacant property and the Special Magistrate accepted them into evidence. The Notice of Violation was issued on January 10, 2023 to the owner of record. The property was posted as well as Town Hall. We never received the signed and dated green card. She sent immediately on the eleventh, a copy of the Notice of Violation and a Request For Compliance to the attorney of record, the owner of record, and to the contractor of record with no response. The exterior parts of the building were in disrepair and show discoloration and deterioration and the garage door was in disrepair. The Town recommended a Final Order giving thirty days, March 22, 2023, to comply both violations or a fine of \$250/day/violation to accrue thereafter plus \$100 hearing cost for today's hearing. The Special Magistrate ordered compliance of both violations by March 22, 2023 or a fine of \$250/day/violation to accrue thereafter plus \$100 hearing cost for today's hearing due immediately or payable within thirty days and return to the March 23, 2023 Hearing if needed.

CERTIFICATION OF LIEN

ITEM #V.23

Case #: 23010015 – Building Code Violations
Property Owner: South Leisure By The Sea Association
Address/Folio: 234 Hibiscus Ave
Code Section(s): Florida Building Code Section 110.15 Building Safety Inspection Program

For the record, there was no one present to represent the property owner. Senior Code Compliance Inspector Banyas testified that the Town recommended an extension of the comply-by date to March 22, 2023 and \$25 hearing cost for today's hearing. The Special Magistrate ordered a revised Final Order with an extended comply-by date to March 22, 2023 and to return to the March 23, 2023 Hearing if there wasn't substantial progress plus \$25 hearing cost for today's hearing due immediately but payable within thirty days.

ITEM #V.24

Case #: 21080006 – Permits Required Violations
Property Owner: Isla Bella LLC
Address/Folio: 4324 Seagrape Dr 1-4
Code Section(s): Florida Building Code 6th Edition (2017) FBC BCA Section 105.1. Permits. Required

For the record, there was no one in attendance to represent the property owners. Senior Code Compliance Inspector Banyas requested that the comply-by date on the Final Order be extended to March 22, 2023 with \$25 hearing cost for today's hearing and she hoped they would be complied by then. The Special Magistrate ordered a revised Final Order with a new comply-by date extended to March 22, 2023 and return to the March 23, 2023 Hearing if there wasn't substantial progress plus \$25 hearing cost for today's hearing due immediately but payable within thirty days.

ITEM #V.25

Case #: 22100004 – Permits Required Violations
Property Owner: Iliakis, Cleopatra LE
Address/Folio: 1480 S Ocean Blvd 222
Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without Permits. Permits. Required

For the record, there was no one in attendance to represent the property owner. Senior Code Compliance Inspector Banyas said the Town was recommending an extension of the comply-by date to March 22, 2023 and to return to the March 23, 2023 Hearing if needed with \$25 hearing cost for today's hearing. The Special Magistrate ordered a revised Final Order with a new comply-by date extended to March 22, 2023 and returning to the March 23, 2023 Hearing if needed plus \$25 hearing cost for today's hearing due immediately but payable within thirty days.

ITEM #V.29

Case #: 22080023 – Permits Required Violations
Property Owner: Nguyen, Phuong Dinh Van, Tan
Address/Folio: 3 Sunset Ln
Code Section(s): Chapter 6 – Building and Building Regulations Section 6-36 (a) General Structural

cost for today's hearing. The Special Magistrate ordered a revised Final Order with a new comply-by date extended to March 22, 2023 and returning to the March 23, 2023 Hearing if needed plus \$25 hearing cost for today's hearing due immediately but payable within thirty days.

ITEM #V.29

Case #: 22080023 – Permits Required Violations
Property Owner: Nguyen, Phuong Dinh Van, Tan
Address/Folio: 3 Sunset Ln
Code Section(s): Chapter 6 – Building and Building Regulations Section 6-36 (a)
General Structural
Florida Building Code FBC BCA Section 105.1. Work Without
Permits. Permits. Required

For the record, there was no one in attendance to represent the property owner. Senior Code Compliance Inspector Banyas testified that the Town recommended an extension of the comply-by date to March 22, 2023 and to return to the March 23, 2023 Hearing if nothing substantial transpired plus \$25 hearing cost for today's hearing. The Special Magistrate ordered a revised Final Order with an extended comply-by date of March 22, 2023 and, if needed, to come back to the March 23, 2023 Hearing plus \$25 hearing cost for today's hearing due immediately but payable within thirty days.

VI. ADJOURNMENT

Not having any additional business to be heard, Special Magistrate Tom Ansbro adjourned the hearing on February 23, 2023 at approximately 7:26PM.

APPROVED BY:



ATTEST:

Special Magistrate Tom Ansbro



Special Magistrate Clerk Megan Small
Town of Lauderdale-By-The-Sea, Florida