

**CITY OF TEMPLE TERRACE, FLORIDA
MUNICIPAL CODE ENFORCEMENT BOARD
MINUTES**

**Regular Meeting
Wednesday, December 14, 2011
Council Chambers – City Hall**

The regular meeting of the Municipal Code Enforcement Board was held on Wednesday, December 14, 2011, in the Council Chambers at City Hall.

PRESENT WERE: Chairman Rick Gibson, and Board Members Sean Lloyd, William Newkirk, Andrew Ross, Richard Schmidt, Michael Urbas, and Sue Walker. **ALSO PRESENT WERE:** Attorney for the City Tim Garding, Deputy City Clerk Jeannie Barlow, Code Compliance Director Joe Gross, Code Compliance Officers Tom Borroni, Sal Scrozzo and Len Valenti, Code Compliance Secretary Shana Hunt, Kay Beckner, Tom Urbanczyk, Dana Keenan, Curtis Kelly, Jim Schmitt, and several other persons.

Chairman Gibson called the meeting to order at 7:00 p.m. and, following the Pledge of Allegiance to the flag, outlined the procedures the Board would follow. All persons wishing to give testimony were sworn in by the Deputy City Clerk.

HEARINGS:

CASE NO. 11-2862 – City vs. Laszlo Kovacs and Margaret Kovacs – 9851 Morris Glen Way – Section 14.185(b)(7) – Nuisance – Duty to Maintain Private Property.

Attorney Garding introduced the case, and confirmed with the Deputy City Clerk that the Notice of Violation, Notice of Hearing, and evidence of receipt were part of the record and were properly served on the violators. Code Compliance Director Joe Gross, who was duly sworn, provided testimony with respect to the manner in which notification of the alleged violation had been served to the alleged violators. He provided testimony regarding the alleged violation, noting the violation had originated due to a citizen complaint on September 27, 2011, regarding safety concerns related to a decayed tree at 9851 Morris Glen Way.

Director Gross stated he visited the property on September 27, 2011, and his inspection revealed a large, decayed tree in the backyard of the property. Director Gross said the property owner was notified of the condition of the tree on September 30, 2011, and it was requested that the property owner take immediate corrective action. When no corrective action occurred within the following month, he said a Notice of Violation was issued on November 2, 2011, and mailed, by certified and first class mail, to the property owners establishing a compliance deadline of November 23, 2011. He said he inspected the property on November 28, 2011, and his re-inspection revealed no change. He submitted photographic evidence of the alleged subject violation, labeled Exhibit 1, establishing a violation of Code Section 14.185(b)(7), which the Board accepted. Director Gross stated the tree's condition posed a danger to both the occupant of the property as well as the neighboring properties.

Director Gross said a re-inspection of the property on December 14, 2011, revealed no change. He explained a lis pendens had been filed for this property in June, 2010, and a Realtor had informed him that the property had a potential buyer. He recommended the Board provide the respondents until the next hearing to come into compliance with the Code.

Chairman Gibson questioned the species of the tree. Director Gross responded it was a severely decaying Oak tree. He explained the tree's larger limbs were being shed, and the tree should be removed. Chairman Gibson questioned if the owner had been contacted. Director Gross responded affirmatively; he had not only telephoned the owner, but he had met with the owner in person to discuss the tree's condition. Chairman Gibson questioned if the owner indicated that he would correct the violation. Director Gross responded the owner had explained the tenants would be vacating the property, and the owner would subsequently have the tree removed. However as of this week, he said the tenants were still residing on the property, and the tree had not yet been removed. Director Gross had requested affirmation from the Realtor that disclosure requirements regarding the tree's condition would be conveyed to any potential buyers.

Chairman Gibson questioned any circumstances which might have caused the tree's decayed condition, to which Director Gross responded the tree's condition was the result of a natural process. Chairman Gibson questioned if the Tree Permit Ordinance would apply to the removal of this tree. Director Gross responded affirmatively, and indicated the City had preapproved the tree's removal due to its hazardous condition, but said ideally a tree permit should be pulled prior to removing the tree.

Based on the testimony of Code Compliance Director Gross, and the documentary evidence received by the Board, upon motion of Board Member Lloyd, seconded by Board Member Walker, the Board **FOUND Laszlo Kovacs and Margaret Kovacs in Case No. 11-2862** to be **GUILTY** of violating Section **14.185(b)(7)** of the City Code, and gave the respondents until January 11, 2012, to come into compliance with the Code section in question. If the property was not brought into compliance by that date, a fine of \$25.00 per day would begin to accrue on January 12, 2012, and continue to accrue until the date that the violators provided the City with evidence that the property had been brought into compliance. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas and Walker voting "aye," no "nay."

CASE NO. 11-2900 – City vs. Wells Fargo Bank NA Trustee, c/o Countrywide Home Loans Inc. – 6620 Jennifer Drive – Section 25.750.3(b)(c) - Improper Storage of RV's, Boats, and Trailers.

Attorney Garding recused himself from this case because the respondent, Wells Fargo Bank NA Trustee, was a client of Attorney Garding's law firm, Shumaker, Loop, and Kendrick. He stated this case would be introduced by Code Compliance Officer Len Valenti, and any legal advice would have to be provided by City staff.

Code Compliance Officer Len Valenti introduced the case, and confirmed with the Deputy City Clerk that the Notice of Violation, Notice of Hearing, and evidence of receipt were part of the record and were properly served on the violator. He said the property was owned by Wells Fargo Bank, and the tenant residing on the property was Curtis Kelly. Officer Valenti, who was duly sworn, provided testimony with respect to the manner in which notification of the alleged violation had been served to the alleged violator. He provided testimony regarding the alleged violation, noting that the violation had originated proactively on October 3, 2011, when a drive-by inspection revealed an improperly stored boat on property located at 6620 Jennifer Drive.

Officer Valenti stated further inspection of the property revealed a boat improperly stored on the front-side yard not screened from view. He explained similar violations had occurred on this property in Case Nos. 11-2013 and 11-2229. He issued a Notice of Violation on October 4, 2011, establishing a compliance deadline of October 12, 2011. He said although the bank owned the property, the previous owner had the bank's permission to continue residing on the property. Officer Valenti said his subsequent re-inspection revealed no change. He continued the case had been scheduled to be reviewed at the November 9, 2011, hearing, but was pulled from the agenda because the City had not obtained evidence that the bank had received the Notice of Hearing.

Officer Valenti said a subsequent drive-by inspection on November 28, 2011, revealed the boat remained on the front-side yard of the property and was not screened from view. He posted the Notice of Hearing at the property and at City Hall, and mailed it, by certified and regular mail, to the property owner indicating the case would be reviewed on December 14, 2011. He submitted photographic evidence of the alleged subject violation, labeled Exhibit 1, establishing a violation of Code Section 25.750.3(b)(c), which the Board accepted. Officer Valenti said a re-inspection on December 14, 2011, revealed the boat had been removed from the property, and the property was now in compliance. He submitted an Affidavit of Compliance, which the Board accepted. The respondent was not present, but the tenant was present and wished to address the Board.

Board Member Ross questioned if the previous cases cited the same individual. Officer Valenti answered affirmatively and indicated the boat had been removed from the property by the compliance deadline in both cases. He stated this was the first time the violation was being addressed by the Board.

Curtis Kelly, 6620 Jennifer Drive, approached the podium to address the Board. He explained he owned the boat in question and he used the boat for fishing. He said he was informed by a previous officer that he could store the boat on his property for up to ten days. Director Gross interjected every property owner in Temple Terrace was afforded two days in which to store a boat on private property. Mr. Kelly commented that upon removing the boat from its storage facility, he normally would hook it up to his truck, and leave it parked with his truck. He said he would then use the boat when weather conditions became desirable for fishing; otherwise he would put the boat back in storage. Mr. Kelly indicated he had submitted a building permit application to the City for the construction of a concrete driveway adjacent to his house along its west side. He said the driveway would have a gate to conceal the boat from view. However, he explained the width of the trailer would encroach a neighboring property line, therefore he hired an engineer to reconfigure the design to prevent this from occurring. Mr. Kelly had a drawing of the gate to present to the Board, and explained the gate would meet the requirements of the Code. He said he would place the boat behind the gate eventually, but needed to address the driveway's legal issues first.

Chairman Gibson questioned if Mr. Kelly understood that although he was currently in compliance with the Code, the Board would find him guilty of violating Code Section 25.750.3(b)(c), and if Mr. Kelly violated this section again, he would be in repeat violation and could be charged a daily fine of up to \$500.00. Mr. Kelly interjected that he believed he was not notified properly of this hearing date, and he did not understand why an officer did not personally contact him to inform him of the pending violation and hearing date. He further believed that an adversarial relationship had been created due to this lack of communication.

Board Member Walker clarified that she hoped Mr. Kelly understood that he would only be provided two days to store the boat on his property before he would be cited with a repeat violation. Board Member Lloyd advised that he did not feel it was the City's intention to create adversarial situations with its residents. He continued compliance officers were tasked with enforcing compliance with the Code, and believed their responsibilities included setting precedents for the benefit of property owners. He also noted that he appreciated Mr. Kelly's efforts to bring his property in compliance with the Code. Mr. Kelly insisted that this hearing could have been avoided if the officer had approached him in person to discuss the pending violation.

Board Member Ross stated Officer Valenti testified that Mr. Kelly's boat had been parked on his property on October 3, 2011, and November 28, 2011, and questioned if the boat had been parked on his property continually during that period of time. Mr. Kelly responded negatively, and explained he would take the boat out for fishing expeditions and then park it on his property. Board Member Ross questioned the longest period of time the boat was parked on Mr. Kelly's property, to which Mr. Kelly responded that he could not recall. Board Member Ross requested clarification on Mr. Kelly's reasons for addressing the Board at tonight's hearing. Mr. Kelly responded he had two points to address with the Board: 1) it was never his intention to be out of compliance with the Code; he believed he had ten days in which to store the boat on his property, and 2) he did not want an adversarial relationship with the City. Board Member Ross questioned if Mr. Kelly had contacted the Code Compliance Department after receiving the first hearing notice in October. Mr. Kelly responded he never received the notice, and said the first notice he received had been a door hanger notice that he received approximately three days to one week ago. Board Member Ross explained that Mr. Kelly had brought his property into compliance, and as long as he followed-through with his plans to store the boat properly on his property, he should never have this problem again.

Officer Valenti stated it was never his department's intentions to have adversarial relationships with respondents. He said he made several attempts to contact Mr. Kelly, including knocking on his front door on separate occasions, and leaving notices regarding the violations at his front door. Officer Valenti explained the property owner, as listed on the Hillsborough County Property Appraiser's website, was Wells Fargo, and he only posted the property because Wells Fargo Bank representatives had not signed for receipt of the Notice of Hearing. He explained his contact information had been on every notice that he had left at Mr. Kelly's front door, but Mr. Kelly had made no attempts to contact him. Officer Valenti said he did not desire an adversarial relationship with Mr. Kelly, and would have preferred verbal contact to rectify the violation as opposed to having to bring this case before the Board to address.

Chairman Gibson questioned the response of bank representatives when informed of the violation. Officer Valenti responded bank representatives insisted Officer Valenti contact the property owner. He had to inform them that the bank was listed as the property owner. He said they then informed him to address the violation with the previous owner, and he tried to explain to them that the Code required him to address the violation with the present owner. He recalled that was the extent of the last conversation he had with bank representatives. Director Gross requested Mr. Kelly's contact information and explained that it was difficult at times to ascertain the identities of the occupants residing on certain properties, and therefore subsequently difficult to contact them. As an aside, Director Gross also mentioned that one had to walk by the Code Compliance Department to get to the Permitting Department on the second floor of City Hall.

Mr. Kelly stated the foreclosure of his property had been vacated by Wells Fargo, and he was the current owner of the property. He said he would provide the Board with a copy of the Motion to Vacate, if desired. Officer Valenti said he checked the Hillsborough County Property Appraiser's website at 4:00 pm today, December 14, 2011, and the property owner was still listed as Wells Fargo Bank.

Based on the testimony of Code Compliance Officer Valenti, Code Compliance Director Gross, and Curtis Kelly, and the documentary evidence received by the Board, upon motion of Board Member Walker, seconded by Board Member Newkirk, the Board **FOUND Wells Fargo Bank NA Trustee, c/o Countrywide Home Loans, Inc., in Case No. 11-2900** to be **GUILTY** of violating Section 25.750.3(b)(c) of the City Code, but because the property was brought into compliance prior to the date of this hearing, no fine would be assessed. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting "aye," no "nay."

CASE NO. 11-2984 – City vs. Florida First Escrow Company Trustee – 5318 Rainbow Drive – Section 25.750.5(b)(7) – Fences – Appearance; Section 11.120.9 – Sanitation – Duty to Keep Premises Clean; and Section 25.755.10 – Pools – Duty to Maintain.

Attorney Garding introduced the case, noted the property was unoccupied, and confirmed with the Deputy City Clerk that the Notice of Violation, Notice of Hearing, and evidence of receipt were part of the record and were properly served on the violator. Code Compliance Officer Sal Scrozzo, who was duly sworn, provided testimony with respect to the manner in which notification of the alleged violations had been served to the alleged violator. He provided testimony regarding the alleged violations, noting the violations had originated due to a citizen complaint on October 12, 2011, due to an unclean pool and damaged fence on property located at 5318 Rainbow Drive.

Officer Scrozzo's inspection on October 12, 2011, revealed an unclean backyard pool and a damaged fence on the north side of the property. He said since the residence was unoccupied, a Notice of Violation was immediately issued and posted at the property and at City Hall, and mailed, by certified and regular mail, to the property owner's address establishing a compliance deadline of October 25, 2011.

Officer Scrozzo said a subsequent re-inspection of the property on October 25, 2011, revealed no change, and he submitted photographic evidence of the alleged subject violations, labeled Exhibits 1 - 2, establishing a violation of Code Sections 25.750.5(b)(7), 11.120.9, and 25.755.10, which the Board accepted. Officer Scrozzo said his re-inspection of the property on December 14, 2011, revealed no change and the property remained out of compliance. Upon further questioning, he continued that although the pool was unclean, it had been secured. He said the preservation company in control of maintaining the property removed a section of the fence in order to mow the backyard, and subsequently did not replace it. He continued he and Director Gross tied the section in place with a garden hose. He advised that he would check the fence daily to ensure that the section of the fence remained in place. The respondent was not present.

Board Member Walker questioned if this property was in foreclosure, to which Officer Scrozzo replied affirmatively and indicated the bank now owned the property.

Based on the testimony of Code Compliance Officer Scrozzo and the documentary evidence received by the Board, upon motion of Board Member Schmidt, seconded by Board Member Newkirk, the Board **FOUND Florida First Escrow Company in Case No. 11-2984** to be **GUILTY** of violating Sections **25.750.5(b)(7), 11.120.9, and 25.755.10** of the City Code, and gave the respondent until January 11, 2012, to come into compliance with the Code sections in question. If the property was not brought into compliance by that date, a fine of \$75.00 per day would begin to accrue on January 12, 2012, and continue to accrue until the date that the violator provided the City with evidence that the property had been brought into compliance. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting “aye,” no “nay.”

CASE NO. 11-3067 – City vs. Ayman Osman and Asma Alzein – 12415 N. 59th Street – Section 11.120.9 – Sanitation – Duty to Keep Premises Clean; and Section 11.135.2 – Sanitation – Grass/Weeds.

Attorney Garding introduced the case, noted the property was unoccupied, and confirmed with the Deputy City Clerk that the Notice of Violation, Notice of Hearing, and evidence of receipt were part of the record and were properly served on the violators. Code Compliance Officer Len Valenti, who was duly sworn, provided testimony with respect to the manner in which notification of the alleged violations had been served to the alleged violators. He provided testimony regarding the alleged violations, and noted the violations in this case had originated proactively on October 24, 2011, when he observed overgrown conditions on property located at 12415 N. 59th Street.

Officer Valenti stated his inspection of the property revealed overgrown conditions and trash scattered throughout the vacant lot. He immediately issued a Notice of Violation establishing a compliance deadline of November 14, 2011. He said a Notice of Violation was posted at the property and at City Hall, and mailed, by certified and regular mail, to the property owners' address. Officer Valenti said a re-inspection of the property revealed no change, and he submitted photographic evidence of the alleged subject violations, labeled Exhibits 1 - 3, establishing a violation of Code Sections 11.120.9 and 11.135.2, which the Board accepted. Officer Valenti's re-inspection of the property on December 14, 2011, revealed no change, and the property remained out of compliance. The respondents were not present.

Chairman Gibson requested confirmation that this was a vacant lot. Officer Valenti responded the property consisted of two parcels owned by the same individuals. He continued one of the parcels contained an unoccupied residence which was being maintained, but the vacant parcel to the north of the residence was not being maintained by the property owners.

Board Member Urbas viewed the photographs of the property and questioned if Officer Valenti considered the amount of debris on the property to exceed the amount allowed on any given property. Officer Valenti responded trash littered the property but because it was scattered throughout the property, it proved difficult to get one photograph to depict the extent of the refuse. Director Gross added that violation of this particular section was not limited to trash, but included overgrown conditions. He continued even if the property was cleared of trash, the property owners would still be in violation of this particular section due to overgrown conditions evident throughout the property.

Board Member Urbas questioned how Section 11.120.9 (Duty to Keep Premises Clean) compared to Section 11.135.2 (Sanitation - Grass and Weeds). Director Gross responded both sections addressed overgrown conditions. Board Member Urbas questioned which sections addressed excessive amounts of trash. Director Gross responded Section 11.120.9 (Duty to Keep Premises Clean) and Section 11.130.7 (Unauthorized Accumulation) addressed excessive amounts of solid waste/trash/refuse.

Board Member Lloyd questioned if Officer Valenti had received any response from the property owners. Officer Valenti responded negatively, but indicated the property owners had signed for both the Notice of Violation and Notice of Hearing.

Chairman Gibson questioned the identity of the largest piece of debris on the property. Officer Valenti responded an assortment of trash was evident on the property to include PVC piping, cinder blocks, one stop sign, and various pieces of trash from McDonalds, Burger King, and 7-11.

Based on the testimony of Code Compliance Officer Valenti and Code Compliance Director Gross, and the documentary evidence received by the Board, upon motion of Board Member Ross, seconded by Board Member Newkirk, the Board **FOUND Ayman Osman and Asma Alzein in Case No. 11-3067** to be **GUILTY** of violating Sections **11.120.9 and 11.135.2** of the City Code, and gave the respondents until January 11, 2012, to come into compliance with the Code sections in question. If the property was not brought into compliance by that date, a fine of \$50.00 per day would begin to accrue on January 12, 2012, and continue to accrue until the date that the violators provided the City with evidence that the property had been brought into compliance. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting "aye," no "nay."

UNFINISHED BUSINESS/PRIOR CASE HEARINGS:

Status Report of Compliance/Non-Compliance with previously issued ORDERS:

CASE NO. 11-0591 – City vs. Annette M. Avellaneda and Jeronimo C. Avellaneda– 11705 Primrose Lane – Section 25.750.3(b)(c) – Improper Storage of RV’s, Boats, and Trailers.

Attorney Garding introduced an Affidavit of Compliance, prepared by Code Compliance Officer Valenti, dated November 10, 2011, for compliance with Section 25.750.3(b)(c), which the Board accepted.

CASE NO. 11-1368 – City vs. Alex Amores, Evengelyn Amores and Mike Abbott dba All Round Tree Service – 9818 Morris Glen Way – Section 25.735.4(a)(1) – Unlawful Tree Removal.

Attorney Garding provided an update and explained although the property owners had achieved compliance, the contractor had yet to purchase the requisite replacement trees and remained out of compliance. As such, he noted since the contractor had failed to purchase the trees, it would be incumbent upon the property owners to fulfill the contractor’s obligation, or face a potential lien being placed on their property. Attorney Garding requested an extension to the compliance deadline in order to discuss this situation with the property owners and provide them ample time to purchase additional replacement trees, if that was their desire.

Board Member Walker requested a definition of compliance in this case. Director Gross explained in addressing unlawful tree removal, the City required a certain number of replacement trees be planted to correct the violation. He continued in the past, certain contractors would take it upon themselves to provide funds for all the required replacement trees, but of late, a certain reluctance on the part of the contractors had developed and it was becoming increasingly more difficult to gain their cooperation. As a result, he said property owners were now faced with funding the entire tree replacement amount. In the past, he explained if property owners had purchased their share of the replacement trees, they came into compliance, and if contractors failed to pay, the lien would attach to the contractors' corporations. Director Gross said the City's legal counsel recently determined there were legal concerns with this bifurcated system. Because of this determination, he stated property owners and contractors were now cited with one violation and would need to ensure the replacement trees were purchased prior to either party coming into compliance with the Code.

In this particular case, Director Gross said the property owners had already purchased the required number of replacement trees and the contractor had seemed willing to purchase his share of the replacement trees to correct the violation. As recently as last night, Director Gross said he had spoken to the contractor, Mr. Abbott, who had assured Director Gross that he would purchase the replacement trees by the compliance deadline of December 14, 2011. However, as of the present time, he said Mr. Abbott has not yet purchased the trees, and it has now become apparent that this action would not occur. Director Gross explained the City was requesting additional time in which to contact the property owners to inform them that they would need to purchase Mr. Abbott's share of the replacement trees or the City would attach a lien to their property. He continued the property owners only financial recourse at this time would be to pursue a civil action against Mr. Abbott to try to recover their costs.

Board Member Lloyd questioned the approximate additional cost to the property owners for the remaining replacement trees needed to correct this violation. Director Gross responded it would cost the property owners approximately \$500.00 for the required replacement trees. He continued with the knowledge gleaned through the outcome of the recent unlawful tree removal cases, the City has held back in pursuing any further violations of this type. Board Member Lloyd questioned why the City did not strictly pursue the contractors for unlawful tree removal. Attorney Garding stated the City was considering action to pursue the contractor, thereby isolating the violation, to enable the City to go after the contractor's assets. He continued property owners were legally responsible for everything occurring on their properties; therefore, if trees were illegally removed, the law clearly stated the property owners shared in the culpability through their ownership of the property. Attorney Garding said the property owner's option was to pursue action against the contractor in small claims court. He continued it would otherwise be difficult to segment the violation because the violation "runs with the property."

Board Member Ross clarified the property owners had already purchased \$500.00 worth of replacement trees in addition to their initial cost to have the trees removed, and now, in order to achieve compliance, they would have to spend an additional \$500.00 for the contractor's portion of the replacement tree cost. Director Gross indicated this statement to be correct. Board Member Walker believed it was a property owner's responsibility to verify that valid City permits were obtained prior to allowing any work to be performed on his/her property.

Board Member Ross questioned why the City could not pursue two different cases; one against the property owner and a separate case against the contractor. Attorney Garding said the City could not legally cite two different cases for the same violation; the respondents for the same violation were jointly and severably liable. However, he said in this case if the fine was not paid, the lien would attach to the property. He continued the law subsequently provided a remedy for the property owners in this case to pursue the contractor in small claims court to recover the costs that the contractor should have paid for the replacement trees.

Attorney Garding said the property owners would be able to submit the Order as evidence to the judge in small claims court that the contractor, Mike Abbott, was partially responsible for payment of the replacement trees.

Upon motion of Board Member Ross, seconded by Board Member Lloyd, the deadline for compliance with Section 25.735.4(a)(1) in **Case No. 11-1368, City vs. Alex Amores, Evengelyn Amores and Mike Abbott dba All Round Tree Service** was **EXTENDED** until **January 11, 2012**. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting “aye,” no “nay.”

CASE NO. 11-1581 – City vs. Dana B. Keenan, Kimberlee A. Schaub and Housemart Holdings LLC/Gina M. Jensen, Registered Agent (REPEAT) – 523 Broxburn Avenue – Section 25.735.4(a)(1) – Unlawful Tree Removal.

Attorney Garding introduced two Affidavits of Compliance, prepared by Code Compliance Director Gross, dated December 8, 2011, for compliance with Section 25.735.4(a)(1), which the Board accepted.

Director Gross stated compliance in this case was solely achieved due to the efforts of the property owners. He explained the property owners made a subsequent tree donation to the City in addition to planting replacement trees on their property.

CASE NO. 11-2312 – City vs. Dwayne R. Starks – 10320 Councils Way – Section 27.726(a) – Annual Rental Permit.

Attorney Garding introduced an Affidavit of Non-Compliance, prepared by Code Compliance Officer Borroni, dated November 10, 2011, for non-compliance with Section 27.726(a), which the Board accepted.

CASE NO. 11-2355 – City vs. Amberwood Properties, LLC, Judith S. Keith/Registered Agent – 11407 N. 52nd Street – Section 27.750(m)(15) – Interior Floors, Walls, and Ceilings – Maintained in Good Repair; Section 27.750(m)(13) – Accessory Structures – Maintained in Good Repair; and Section 27.750(u) – Mold and Mildew – Interiors Must be Kept Free of Mold or Mildew.

Attorney Garding introduced an Affidavit of Compliance, prepared by Code Compliance Director Gross, dated November 21, 2011, for compliance with Sections 27.750(m)(15), 27.750(m)(13), and 27.750(u), which the Board accepted.

CASE NO. 11-2385 – City vs. Ocwen Loan Servicing, LLC, Wachovia Bank NA Trustee – 6312 Jacqueline Arbor Drive – Section 11.120.9 – Sanitation - Duty to Keep Premises Clean; Section 25.750.5(b)(7) – Fences – Appearance; and Section 25.755.10 – Pools – Duty to Maintain.

Attorney Garding introduced an Affidavit of Compliance, prepared by Code Compliance Officer Valenti, dated October 12, 2011, for compliance with Section 11.120.9 and 25.755.10, an Affidavit of Non-Compliance, dated November 10, 2011, for non-compliance with Section 25.750.5(b)(7), and an Affidavit of Compliance, prepared by Code Compliance Officer Valenti, dated November 16, 2011, for compliance with Section 25.750.5(b)(7), which the Board accepted.

CASE NO. 11-2538 – City vs. Ani Almona Oluke – 8005 Beltrees Court – Section 25.755.10 – Pools – Duty to Maintain; Section 11.120.9 – Sanitation - Duty to Keep Premises Clean; Section 25.750.5(b)(7) – Fences – Appearance; Section 27.750(m)(8) – Windows and Exterior Doors – Maintained in Good Repair; and Section 11.135.2 – Sanitation – Grass/Weeds.

Attorney Garding introduced an Affidavit of Non-Compliance, prepared by Code Compliance Officer Borroni, dated November 10, 2011, for non-compliance with Sections 11.120.9, 25.755.10, 25.750.5(b)(7), 27.750(m)(8), and 11.135.2, and an Affidavit of Compliance, prepared by Code Compliance Officer Borroni, dated November 14, 2011, for compliance with Section 25.750.5(b)(7) and 11.135.2, which the Board accepted.

CASE NO. 11-2702 – City vs. Carlos A. Paez and Noemi M. Paez – 8201 Hardee Place – Section 27.750(m)(8) – Windows and Exterior Doors – Maintained in Good Repair; Section 27.750(n)(1) – Fences – Maintained in Good Repair; Section 27.750(j) – Electrical – Lights/Outlets; Section 28.840(a)(3) – Roofs – Maintained in a Safe Manner; and Section 11.120.9 – Sanitation – Duty to Keep Premises Clean.

Director Gross indicated the deadline for compliance for this case was today, December 14, 2011, at midnight.

OTHER BOARD ACTION:

1) Consideration of Lien Reduction Request: CASE NO. 10-0313 – City vs. Thomas Urbanczyk – 1113 N. Riverhills Drive – Amount of Lien: \$24,900.00.

Director Gross presented background information on this case explaining this case originated in February, 2010, and was resolved on November 3, 2011. He said the violations on the property involved overgrown conditions, debris accumulation, address identification issues, and roof damage. Director Gross said the property owner worked with a local contractor to bring the property into compliance, and now they were requesting that the \$24,900.00 fine on the property be reduced to \$250.00. He said both the property owner and contractor were present tonight to present this request to the Board.

Thomas Urbanczyk, 1113 N. Riverhills Drive, approached the podium to address the Board. He explained he was a long-time resident of Temple Terrace. He continued he had an impeccable record; he had never been cited for an infraction, or malfeasance of any kind.

Mr. Urbanczyk explained he had not been cognizant of the extent of the violations against his property. As soon as he had been made aware of the conditions, he said he immediately acted to bring the property into compliance. He also said he had no idea that a considerable fine had accumulated against the property. In light of this, he requested that the fine on his property be reduced.

Board Member Ross stated the fine of \$50.00 per day accrued to a sizable amount, and commented this must have occurred over an extended period of time. Mr. Urbanczyk explained he had not been aware of the fine accruing on his property; he never received any notification regarding this process. Board Member Ross referred to testimony from the April 14, 2010, hearing that Director Gross had personally served the Notice of Hearing on the respondent, and had asked the respondent to contact the Code Compliance Department. Board Member Ross questioned how Mr. Urbanczyk could claim he had not been aware of the violations. Mr. Urbanczyk explained he had not been present at the hearing due to his extensive business travel, and commented he should have contacted Director Gross upon his return, but his hectic work schedule prevented him from doing so.

Board Member Ross questioned what activities prevented Mr. Urbanczyk from correcting the violations. Mr. Urbanczyk explained he immediately mowed his lawn, but he had been cited for debris accumulation and roof damage. He said the roof damage involved an insurance claim, which became a protracted process because of the inactivity of his insurance company. Board Member Ross questioned how many times Mr. Urbanczyk contacted Code Compliance during this period of time, to which Mr. Urbanczyk responded three or four times.

Board Member Urbas questioned if Mr. Urbanczyk had been aware that in April, 2010, a fine of \$50.00 per day had started accruing on his property. Mr. Urbanczyk responded he had not been aware of the fine until he contacted Director Gross two to three months ago.

Board Member Schmidt questioned when the roof had been repaired, to which Mr. Urbanczyk responded two months ago in October, 2011. Board Member Walker questioned when Mr. Urbanczyk filed a claim with his insurance company, to which Mr. Urbanczyk responded in September, 2011. He explained the roof had not been cited along with the original violations in April, 2010; it was not until later that he received a citation for the roof violation. Director Gross clarified that after the initial delivery of the Notice of Hearing, he had not had any conversations with Mr. Urbanczyk until August, 2011, when Mr. Urbanczyk addressed the overgrown conditions on his property. Subsequently, he explained the contractor, Mr. Schmitt, became involved at that time, and he proceeded to correct the roof violations. Director Gross explained Mr. Urbanczyk could not bring his property into compliance until the roof problem was repaired. He said the remaining violations were subsequently corrected and Mr. Urbanczyk received an Affidavit of Compliance in early November, 2011.

Board Member Walker said Director Gross initially provided the respondent until April 21, 2010, to come into compliance, and questioned if this included the violation for the roof. Officer Borroni explained Mr. Urbanczyk had violated Section 11.120.9, Duty to Keep Premises Clean, due to the existence of pallets on his property, but he said after the roof became damaged, Officer Borroni could not provide him with an Affidavit of Compliance until the roof was also repaired.

Board Member Walker questioned the remaining violations, to which Officer Borroni explained the remaining violations included the lack of a street number identification on either the house or mailbox and overgrown conditions throughout the property.

A **motion** by Board Member Urbas, seconded by Board Member Newkirk, to **RECOMMEND** to the City Council that the fine in **Case No. 10-0313, City vs. Thomas Urbanczyk**, 1113 N. Riverhills Drive, be reduced from **\$24,900.00** to **\$1,000.00** failed by a vote of four to three with Chairman Gibson and Board Members Lloyd, Ross, and Walker casting the dissenting votes.

Prior to the vote on the above motion, Board Member Urbas believed once a respondent came into compliance with the Code, the Board should recoup the City's costs and not act to punish the respondent monetarily. Board Member Walker reviewed the respondent in this case had been cited with violations in April, 2010, and said he did not correct the violations because of the problems he had with his insurance claim for his damaged roof which he had not filed until September, 2011.

Board Member Ross indicated he was not eager to impose a \$25,000.00 fine due to address identification issues and overgrown conditions. On the other hand, he said these violations continued for almost 18 months, and the respondent allowed the \$50.00 per day fine to accrue to \$24,900.00. Board Member Ross commented the respondent could not even provide a compelling argument as to why the fine accrued to such a considerable amount. He questioned if the Board's policy was going to be to recommend to reduce every request for a lien reduction to the City's cost. Board Member Lloyd voiced his opposition to reducing all fines to the City's costs, and suggested the fine be reduced to 15% of the original amount with the stipulation that the respondent be provided with three to four months in which to pay the fine.

Board Member Urbas believed fines were not imposed to generate revenue, but to encourage compliance. He said once compliance was reached, the City's goal should be to recoup its costs. He stated no evidence existed that implementing higher fines would encourage compliance in a more expeditious manner. He said the respondent in this particular case had not been cited with any previous violations, and the respondent appeared to be a fairly responsible resident. Board Member Urbas stated the goal of compliance had been achieved, and now the threat of a considerable fine was not needed.

Board Member Ross believed the City's costs should not be used as a starting point for lien reduction petitioners. He commented the argument in this case was extremely weak, and he said if the Board was going to recommend City costs for weak cases such as this one, the Board should be prepared to recommend reducing fines to City costs in every lien reduction case.

Upon **motion** of Board Member Lloyd, seconded by Board Member Walker, the Board **RECOMMENDED** to the City Council that the fine in **Case No. 10-0313, City vs. Thomas Urbanczyk**, 1113 N. Riverhills Drive, be reduced from **\$24,900.00** to **\$2,490.00**, contingent upon the fine being paid by March 14, 2012, or it would revert back to the original \$24,900.00. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Walker voting "aye," Board Members Urbas and Schmidt voting "nay." The **motion passed 5 – 2**.

**1) Consideration of Lien Reduction Request: CASE NO. 10-1286 – City vs. Kalid Mohammed – 9239
Overlook Drive – Amount of Lien: \$35,800.00.**

Director Gross presented background information on this case explaining this case originated in June, 2010, and was resolved on November 4, 2011. He said the violations on the property involved overgrown conditions, debris accumulation, and an unclean pool. He said the fine accrued at a rate of \$100 per day to a total amount of \$35,800.00. He explained tonight's petitioner, Kay Beckner, was a local realtor and had been working diligently to bring the property into compliance. Director Gross explained Ms. Beckner had a pending sale for the property and was anxious to resolve the lien. He continued she was present tonight to present her request to the Board.

Kay Beckner, 5212 Holland Avenue, approached the podium to address the Board. She explained the mortgage on the subject property was currently held by Bank of America. She said she had a potential buyer for the property through a short sale, and emphasized short sales were "terrible" processes taking anywhere from three months to two or three years for process completion. Ms. Beckner continued she had listed the property some time ago, but since a tenant had been residing at the property, she could not access it to pursue any corrective actions. She said when the tenant finally vacated the property, she and her husband proceeded to begin the clean-up process, and spent a considerable amount of money and time to rectify the violations.

Ms. Beckner commented that Bank of America representatives had been reluctant to agree on a sale price for the property. She finally successfully secured a contract in which the bank had agreed to a selling price which included a payment of \$5,000 to the City of Temple Terrace to settle the Code enforcement lien. She said the bank had also tentatively scheduled a closing date of Monday or Tuesday of the following week; the bank would be losing approximately \$60,000.00, and the property owner would not be receiving anything. Ms. Beckner requested that the Board accept the bank's \$5,000.00 offer to pay-off the lien, and subsequently allow her to move forward with the sale of the property.

Board Member Walker questioned the contract price for the property. Ms. Beckner responded the contract price was \$72,000.00. She added the current property owners had paid \$235,000.00 for the property several years ago, which had included a \$50,000.00 down payment. She remarked both the bank and the property owner were losing money in this deal.

Board Member Ross explained to Ms. Beckner that the Municipal Code Enforcement Board could only make a recommendation for a lien reduction amount to the City Council. He said it would then be incumbent upon the City Council to render a final decision. He stated that he did not know if Ms. Beckner would have a final decision prior to the bank's tentatively scheduled closing date.

Ms. Beckner commented that Bank of America representatives provided a deadline for closing on the property, and if that deadline could not be met, the process would have to start from the beginning again. Attorney Garding questioned when the City Council could review this lien reduction request. The Deputy City Clerk responded that typically lien reduction requests were reviewed by the City Council at its second meeting of each month, but it could be possible to have this item considered at the Council's first meeting in January.

The Deputy Clerk indicated that the Council's December meeting was next Tuesday, and she did not know if this lien reduction request could be added to the agenda at this late date. Ms. Beckner requested that someone in the City intervene on her behalf to have this item addressed at the Council's next meeting, or Bank representatives could rescind their offer. She assured the Board that bank representatives would not extend this offer past its deadline of December 23, 2011.

Director Gross explained to the Board that according to the City's Rules of Procedure regarding lien reduction requests, property owners must maintain their properties in compliance for 35 days prior to being eligible to present lien reduction requests to the Municipal Code Enforcement Board. He said this property was brought into compliance on November 4, 2011, therefore the Board's meeting of December 14, 2011, was the earliest possible date to hear this particular request.

Upon **motion** of Board Member Ross, seconded by Board Member Lloyd, the Board **RECOMMENDED** to the City Council that the fine in **Case No. 10-1286, City vs. Kalid Mohammed**, 9239 Overlook Drive, be reduced from **\$35,800.00** to **\$5,000.00**, contingent upon the fine being paid within 30 days of the Council's decision or it would revert back to the original \$35,800.00. Vote on the motion being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting "aye," no "nay."

NEW BUSINESS:

Board Member Walker nominated Board Member Gibson to serve as Chairman of the Municipal Code Enforcement Board. Vote on the nomination being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting "aye", no "nay."

Board Member Urbas nominated Board Member Ross to serve as Vice-Chairman of the Municipal Code Enforcement Board. Vote on the nomination being: Chairman Gibson and Board Members Lloyd, Newkirk, Ross, Schmidt, Urbas, and Walker voting "aye", no "nay."

APPROVAL OF MINUTES:

Upon **motion** of Board Member Ross, seconded by Board Member Lloyd, and unanimously carried, the **MINUTES** of the November 9, 2011, regular meeting were **APPROVED**.

There being no further business to come before the Board, upon proper motion, the meeting was adjourned at 8:45 p.m.

Submitted by,

Jeannie Barlow
Deputy City Clerk