

MINUTES  
TOWN OF OCEAN RIDGE  
SPECIAL MAGISTRATE/CODE ENFORCEMENT HEARING  
April 1, 2014

Present: Karen Hancsak; Town Clerk, Kathryn Rossmell and Kenneth Spillias, Town Attys., Officer Savino, Lt. Hutchins and Chief Yannuzzi.

Meeting called to order at approximately 10:15 A.M.

Special Magistrate Barbara Alderman explained that this was an informal hearing and rules of evidence were not required, however, the Town may have exhibits that a respondent has the right to make objections to. She added that the Town would present their case and she would render a decision and issue a Final Order or Order of Assessment.

**A. ADOPTION OF JANUARY 7, 2014 MINUTES**

The minutes were adopted.

**B. SPECIAL MAGISTRATE APPROVAL OF STIPULATIONS**

**CASE NO. CE#2013-025 Lisa and Michael McKinney, 31 Anna Street,  
Ocean Ridge FL 33435**

**RE: Lot 9, Coastal Shores West (31 Anna  
Street)**

**NATURE OF VIOLATION**

Violate Section/s 64-50 of the Town's Code of Ordinances by placing the swimming pool maintenance unit within ten feet of the rear lot line

**CASE NO. CE#2013-026 Lisa and Michael McKinney, 31 Anna Street,  
Ocean Ridge FL 33435**

**RE: Lot 9, Coastal Shores West (31 Anna  
Street)**

**NATURE OF VIOLATION**

Violate Section/s 64-1C3 and 30-157 of the Town's Code of Ordinances by failing to register the property as a rental unit and renting the same property for less than 30 days

**CASE NO. CE#2014-001 Christopher and Cindy Miles, 35 Ixora Way,  
Ocean Ridge FL 33435**

**RE: Lot 10 and Undivided Interest in Lot B,  
Ocean Shore Estates (35 Ixora Way)**

**NATURE OF VIOLATION**

Violate Sections 64-1(c)(3) of the Town's Code of Ordinances by renting the property for less than 30 days

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**CASE NO. CE#2014-02     Joseph Spinnelli, registered agent of Private Walk to the Beach, LLC, 11 Fayette Drive, Ocean Ridge FL 33435**

**RE:    Lots 5 and W 0.5 of Lot 6, Tropical Park Add No 1 (11 Fayette Drive)**

**NATURE OF VIOLATION**

Violate Section/s 64-1C3 of the Town's Code of Ordinances by renting the property for less than 30 days

Atty Rossmell commented that CE# 2014-025 and CE# 2014-026 contained a typographical error on the Stipulation and Waiver Notice in that the case numbers were cited with the year "2013" but signed with the correct dates.

Atty Kenneth Kaleel, representing both Lisa and Mike McKinney and Chris and Cindy Miles commented the effective date should be the ratification date to which Atty Spillias commented that the effective date listed on the Stipulation has always been used citing that is the reason a stipulation is done.

Special Magistrate Alderman reviewed and ratified each of the above listed Stipulation and Waivers of Hearings.

**C.     VIOLATION HEARING**

**CASE NO. CE#2014-001     Christopher and Cindy Miles, 35 Ixora Way, Ocean Ridge FL 33435**

**RE:    Lot 10 and Undivided Interest in Lot B, Ocean Shore Estates (35 Ixora Way)**

**NATURE OF VIOLATION**

Violate Sections 64-1(c)(3) of the Town's Code of Ordinances by renting the property for less than 30 days

Atty Rossmell advised that the Town had settled the case with Atty Kaleel. The settlement included a \$100 daily fine for 15 days, the reimbursement of the \$355.57 administrative recovery costs and that payment be made within 30 days. Staff requested that a Final Order still be prepared for the record.

**CASE NO. CE#2014-003     Lisa and Michael McKinney, 31 Anna Street, Ocean Ridge FL 33435**

**RE:    Lot 9, Coastal Shores West (31 Anna Street)**

**NATURE OF VIOLATION**

Violate Sections 64-1(c)(3) of the Town's Code of Ordinances by renting the property for less than 30 days

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Atty Rossmell commented that the Affidavit and Notice of Violation were prepared, mailed certified, and posted on the property on March 10, 2014. She reminded the Special Magistrate of the Stipulation for this same type violation that was ratified earlier today and Officer Savino will testify regarding this separate offense.

At this point all individuals planning on providing testimony were sworn in.

Officer Savino testified making contact with a renter, Jerome Zelin, on 3/6/14 who advised that he and his wife, along with 2 other couples, were visiting from New Jersey and had rented the property for 21 days. She requested that he provide a sworn recorded statement which he did. Atty Kaleel objected to the sworn statement stating that he could not cross examine Mr. Zelin. Special Magistrate Alderman advised that as these hearings are informal she would allow the recorded statement.

In the recorded statement Mr. Zelin testified that he rented this property from 3/3-3/24/14 and he could extend until 4/5/14 with a second contract if requested. He advised that he had a copy of the second contract where he would be entitled to stay longer.

Officer Savino testified that Mr. Zelin did not stay longer and rented for a period of less than 30 days. She added that she observed the 2<sup>nd</sup> contract on the kitchen table when she was there. She provided police reports and also the rental registration that reflected dates of 3/3-4/5/14. Atty Kaleel commented that the registration dates speaks for itself.

Atty Rossmell requested a finding of proper notice and a determination that it was a repeat violation with a \$250.00 daily fine for 21 days, reimbursement of the administrative recovery costs in the amount of \$330.23, and that payment be received within 15 days.

Special Magistrate Alderman accepted the following Town exhibits: A copy of the Affidavit and Notice of Violation, Affidavit of Service by Posting, Certified Mail Receipt with Unclaimed Return, Property Appraiser Ownership Sheet, and the appropriate code section as #1; Waiver of Hearing and Stipulation for Case No #2013-026 as #2; Police Reports as #3; Copy of the Rental Registration as #4; and the Administrative Recovery Sheet in the amount of \$330.23 as #5.

Atty Kaleel objected to the Police Report exhibit citing there was no evidence of foundation. He commented that this was a classic case of miscommunication and he wished the renter was present for questioning.

Atty Kaleel introduced Matt Ecker, realtor, who was involved in the lease. He testified he signed the Rental Registration with attached Rental Agreement for a 32 day lease from 3/3 – 4/5 and that the lease was still in existence today. He testified that the renter arrived on 3/4/14 and he was presented with a 30 day lease that he signed and the following day he filed the Rental Registration with the Town Hall. He added that there were no other leases. Mr. Ecker advised he had an original verbal agreement for the

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shorter period but once he arrived he advised that he told the renter he did not have to stay for the entire minimum days but the lease was a minimum of 30 days.

Special Magistrate Alderman questioned whether anyone else has occupied the residence since March 24<sup>th</sup> to which she advised that it was vacant.

Atty Kaleel introduced Bob Goldberg, Notary, who testified that he notarized a document signed by Mr. Zelin advising that he was handed a new lease and the duration was from 3/3 through 4/5/2014 with a handwritten portion that advised he was given a new lease upon his arrival for the latter period. He then stated that his client did rent for a period of more than 30 days. Atty Rossmell questioned if the rate had increased since the duration increased to which Mr. Ecker commented that the cost remained the same. Atty Kaleel closed by stating that all the informal facts pointed to a lease that was signed until 4/5/14.

Special Magistrate Alderman accepted the following Respondent exhibit/s: An original notarized document with Mr. Zelin's signature advising of the lease agreement dates as #1.

Atty Rossmell concluded by stating that the recording and the affidavit shows that the rental period was always intended through 3/24/14 and she believes the evidence presented reflects an intent to work around the existing ordinance.

Gloria Gregory, Ridge Lane, commented that she is a neighbor to this residence and she spoke with Mrs. Zelin who told her that they could not stay longer than 3/24/14 and that they would have to leave.

Special Magistrate Alderman stated that she was finding that there was no violation because the only signed document presented is for a period of 30 days and the definition in the code requires a minimum of 30 days. She commented that she did feel the owner and/or realtor had intent to rent it for less time and were aware of the code requirements. She concluded by stating that any future violations will carry a \$500 daily fine.

### **D. ADJOURNMENT**

The meeting was adjourned at approximately 11:15 AM.

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Town Clerk