

**CODE ENFORCEMENT BOARD MINUTES**  
**Wednesday, June 12, 2019 – 2:00 p.m.**  
**City Hall, Council Chambers, Vero Beach, Florida**

**PRESENT:** Vice Chairman, Eric Price; Members: Frank Pizzichillo, Linda Hillman, and Alternate Member #1, Richard Kennedy **Also Present:** Interim City Attorney, Heather Blom-Ramos; Code Enforcement Officer, Tom Ramsey; Code Enforcement Officer, Melody Sanderson and Deputy City Clerk, Sherri Philo

**Excused Absences:** Kirk Noonan, Stephen McDonald and Jeff McGann

**Unexcused Absence:** Chris Bryant

**1. CALL TO ORDER**

Today's meeting was called to order at 2:00 p.m.

**2. PLEDGE OF ALLEGIENCE**

The Chairman led the Board members and the audience in the Pledge of Allegiance to the flag.

The Deputy City Clerk swore in staff and all present for today's meeting en masse.

**3. PRELIMINARY MATTERS**

**A) Adoption of Minutes – May 8, 2019**

Mrs. Hillman said that she was not present for the May 8, 2019 Code Enforcement Board meeting and would like clarification on one (1) of the cases that was on the agenda. She said Mr. Ramsey stated under the case of Pool of Investments that in lieu of moving forward he chose to close the case. She asked Mr. Ramsey to explain.

Mr. Tom Ramsey, Code Enforcement Officer, said the violation was for leaving their trash cans out for an extended period of time and for the month preceding the hearing they brought the trash cans inside everyday so he felt it was punitive to move forward at that point.

**Mrs. Hillman made a motion to adopt the minutes of the May 8, 2019 Code Enforcement Board meeting. Mr. Pizzichillo seconded the motion and it passed unanimously.**

**B) Agenda Additions, Deletions and Adoption**

Mr. Ramsey pulled Case #19-CE-9826 – Arhethia, Inc. from today's agenda. He reported that the City received a request to postpone their hearing and the request was approved by the Chairman. He then pulled Case #19-CE-9097 – Vino Royal, LLC from today's agenda. He reported that the Indian River County Building Department notified him this morning that they need additional time.

Ms. Melody Sanderson, Code Enforcement Officer, pulled Case #19-CE-9918 – United Against Poverty, Inc. from today's agenda. She reported that they came into compliance after receiving the Notice of Hearing (the civil penalty was paid after receiving the Notice of Hearing).

**Mrs. Hillman made a motion to adopt the agenda as amended. Mr. Pizzichillo seconded the motion and it passed unanimously.**

**4. UNLICENSED CONTRACTORS/CITATIONS**

None

**5. EVIDENTIARY HEARINGS**

**A) Citation Appeals**

None

**B) Non-Compliance / Compliance Reports**

**1. Request for Board Order**

**a. CASE #17-CE-7330 / 1034M**

**VIOLATOR:** Tony and Lorangel Abbassi

**VIOLATION:** Operating a guesthouse and transient quarters in a residential zone

**VIOLATION ADDRESS:** 3766 Ocean Drive, Vero Beach, Florida 32963

**(Code Officer found in compliance on May 9, 2019. Continuing penalties from February 13, 2017 through May 8, 2019 = 815 days x \$500 per day = \$407,500, plus original civil penalty of \$500 = a total of \$408,500 plus costs).**

**b. CASE #18-CE-8775 / 1508M**

**VIOLATOR:** Tony and Lorangel Abbassi

**VIOLATION:** Operating a guesthouse and transient quarters in a residential zone

**VIOLATION ADDRESS:** 3766 Ocean Drive, Vero Beach, Florida 32963

**(Code Officer found in compliance on May 9, 2019. Continuing penalties from August 12, 2018 through May 8, 2019 = 270 days x \$500 per day = \$135,000, plus original civil penalty of \$500 = a total of \$135,500 plus costs).**

\*Please note that items 5-B)1a and 5-B)1b were discussed together. All exhibits entered into evidence are on file in the City Clerk's office, which several documents were referred to and placed on the doc cam throughout this hearing.

Mr. Nick Zbrzeznj, Attorney with Frost Law Firm P.A., Bartow, Florida, said that he is present today to prosecute this matter on behalf of the Code Enforcement Officer. He said there are two (2) Board orders, one (1) in 2017 and one (1) in 2018. The 2017 Board order is titled, *Order Finding Violation, Directing Correction and Payment of Civil Penalty and Costs and Imposing Continuing Penalties*. The 2018 Board order is an *Order Finding Violation, to*

*Correct the Violation, Allowing Time to Correct, Imposing Continuing Penalties and to Pay.* He said what this hearing today is for is to determine the date of compliance because as they will see and as they know, there was a continuing penalty assessed. Before he talks about the compliance date, he thinks it is important with this particular case to give an opening to summarize some of what the Board is going to see because there is a lot to digest. He said that Ms. Sanderson devoted an extraordinary amount of time over many years monitoring this property; monitoring the advertisements associated with this property. So he is going to do that, but wanted to clarify a couple of points and that is what this hearing is not about. This hearing is not a second bite of the apple to contest the two (2) underlying citations. The Board will note that both of the orders, which are at issue today, in paragraph two (2) in the 2017 order it states, *“The violator did not appeal issuance of the citation in this case within the time allowed by law and thereby waived their right to a hearing before the Board to contest issuance of the citation.”* The 2018 order states, *“The violator did not appeal issuance of the citation”* and it goes on to say *“did not remit the \$500 payment.”* He said this hearing is also not an opportunity to contest the provisions of the Vero Beach Code that are implicated. As many of them are aware, that has been done in other cases unsuccessfully, but this is not the proper forum for that. When they are talking about compliance, he knows this Board knows it is twofold. It is not just paying the underlying fine; the underlying \$500 fine, which by the way Ms. Sanderson will tell them it was not paid. He said it is also to determine the date of compliance in the sense to the date in which the underlying Code violations were corrected and the property was no longer violating those provisions. He said that is essential in the context of enforcing the guesthouse transient quarters provision because obviously these properties are rented. If there wasn't a continuing penalty, obviously that price could be built in to whatever the rental price would be and there would be violations all the time and if it were caught, they would go ahead and just pay the fine and continue business as usual in disregard for what the Code states. So, in both of these cases there is a continuing penalty. He said as they will hear from Ms. Sanderson and he has told them, these fines have not been paid. The \$500 fine was not paid, so from that standpoint alone there was not compliance with either of these Board orders, the 2017 order or the 2018 order. If this Board is so inclined to delve into that further and look at the date in which the property was actually brought into compliance, meaning there were no longer violations as to the guesthouse transient quarters provisions, he does want to highlight that this particular property, which is 3766 Ocean Drive, has a history of non-compliance dating back to 2015. There were warnings, there were advertisements as early as 2015, there was a warning citation issued in 2015, there was an actual citation issued in 2015 after the warning citation, which was paid, and there was dialogue. Ms. Sanderson is going to tell them a dialogue that she had with Mrs. Abbassi in which Mrs. Abbassi acknowledged the understanding that the Code prohibited rentals less than 30 days or one (1) calendar month. So those are three (3) separate interactions prior to either of the underlying citations, which predicates for these two (2) orders being issued. He said this is really citation numbers three (3) and four (4) and he wanted to highlight that history. He placed on the doc cam a copy of the Historical Key Points while making his opening remarks (attached to the original minutes). He said that he did provide a packet to the Clerk and he is going to put up evidence. Again there is a lot of evidence to digest so he wants to hit these key points so they can get a good understanding of what actually occurred. As he stated, there are online advertisements dating back to 2015. There was a warning citation issued in 2015. There was a citation issued in 2015 based on dialogue with a tenant, as well as the continuing advertisement. He said they are going to hear that there was a 2017 citation, which is the underlying basis for this Board's 2017 order, which is again predicated on vehicle turnover, advertisement, and dialogue with the tenant. He said they are going to see the advertisements throughout 2017 because Ms. Sanderson continued to monitor both

advertisement and vehicle turnover and they are going to hear about the vehicle turnover for the months throughout that year. They are also going to see advertisements for the year 2018, as well as the vehicle turnover. He wants to point out this is not merely just an advertisement. They are going to see, as they have in many other cases, three (3) to five (5) night minimum stay. He said there is a lot more information contained on these online sites now, one of which they are going to see a calendar. The calendar allows you to see the actual booking and how far in advanced this property is booked. He said this is May, for example, so they are not only going to be able to see May's calendar, but they are going to see June, July, and August. They are going to see timeframes blocked out; a week and then skip a week, a long weekend, etc. They are going to see these consistently throughout this advertisement. They are also going to see different rates; a nightly rate, a weekend rate, an inflated price if you are going to rent over the weekend as opposed to a weekday, and then weekly rental costs. He said they are also going to see and hear from Ms. Sanderson as to her requests to book this property. That request is significant not only because when she submits that request for a timeframe, which is two (2) weeks, a week, or a long weekend, it says the property is available to rent and will allow her to do so. They are also going to hear in many other cases in this City involving guesthouse transient quarters when a citation is issued, a warning citation, or a dialogue, that was an issue that Ms. Sanderson observed once the property owner was informed it has changed. In those cases when she tried to request to book for a shorter period of time it would say no, you need to extend your stay and it would not allow her to do so. They are also going to hear a summary again from Ms. Sanderson for 2017 and 2018 as to her monitoring with respect to the different vehicle turnover, the different groups of vehicles and where those vehicles were from. As noted earlier, there was a 2018 citation and that 2018 citation resulted from Ms. Sanderson continuing to monitor the property. She actually went to the property to post a citation in relation to a different matter, lights involving turtles, which may become relevant, and in doing so spoke to the tenant and they indicated that they were renting for a short period of time. That is the genesis of the 2018 citation, which happened to come about in her continuing to monitor this property. They are going to see 2019 advertisements, 2019 vehicle turnover, and they are going to hear from Ms. Sanderson what she observed at the property during that time. Lastly, they are going to hear that at the beginning of May of this year, there was dialogue between Ms. Sanderson and someone from a title company. He said apparently this property is going to be sold or listed to be sold and the question was what the problem was and Ms. Sanderson informed them that the property was still being advertised. He said that was on May 8, 2019 and the next day those advertisements were gone. He said they are going to hear a compliance date from Ms. Sanderson of May 8, 2019. He would submit that is a very gracious compliance date in light of the fact that the \$500 penalty was not paid. Based on what he just summarized and the fact that this is a continuing violation and what he would submit to be an intentional violation in light of the 2015 warning, the 2015 citation, the 2015 dialogue and acknowledgement of what the Code prohibited. He concluded his opening comments, stating that he anticipates Counsel for Mr. and Mrs. Abbassi is going to request a reduction. He wanted the Board to keep in mind when that happens that this dates back to 2017 and based on the evidence as presented these advertisements specify periods of times where it was being offered at a nightly rate of \$1,250 a night and these folks stood to make a significant amount of money renting the property in violation of the Code and that is exactly what it is. It is financially benefitting from not complying with the Code. He would submit they should not be rewarded for that. He then called on Ms. Sanderson.

Mr. Zbrzezni asked Ms. Sanderson to state her name for the record in that they do have a Court Reporter at the meeting. Ms. Sanderson then stated her name.

Mr. Zbrzezny asked where do you work. Ms. Sanderson said that she works at the Vero Beach Police Department Code Enforcement.

Mr. Zbrzezny asked how long have you been a Code Enforcement Officer with the Vero Beach Police Department. Ms. Sanderson said almost seven (7) years.

Mr. Zbrzezny questioned if we are here today in reference to the property located at 3766 Ocean Drive, Vero Beach, Florida. Ms. Sanderson said that is correct.

Mr. Zbrzezny questioned specifically the continuing penalty that was assessed after this Board found that property in violation on two (2) separate occasions. Ms. Sanderson said that is correct.

Mr. Zbrzezny questioned and the purpose is to determine the date that the property was complied in the sense that the Code violations were corrected. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked were you the investigating officer for both of the underlying citations that were predicates for the 2017 and 2018 Board orders. Ms. Sanderson said that she was.

Mr. Zbrzezny questioned and you issued those citations to the property. Ms. Sanderson said that she did.

Mr. Zbrzezny asked for what purpose, what was the violation. Ms. Sanderson answered for utilizing the property for transient rental guesthouses for compensation for periods of less than 30 days.

Mr. Zbrzezny said that he already indicated that the citations themselves are not at issue today. The Board has already found there to be violations. He asked just to get some background, what zoning district is this property located. Ms. Sanderson answered R-1A.

Mr. Zbrzezny asked in the R-1A Zoning District, if the land use of guesthouse transient quarters is a permitted or conditional use in that zoning district. Ms. Sanderson answered no.

Mr. Zbrzezny asked is it permitted in any residential zoning district. Ms. Sanderson answered no.

Mr. Zbrzezny asked do you know who the property owners are at this issue property. He questioned you understand that he is talking about 3766 Ocean Drive. Ms. Sanderson answered yes, Tony and Lorangel Abbassi.

Mr. Zbrzezny asked do you recognize this. Ms. Sanderson answered yes. It is the Board Order.

Mr. Zbrzezny asked is that from the April 12, 2017 hearing. Ms. Sanderson answered yes.

Mr. Zbrzezny asked was there a violation found. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what was that violation. Ms. Sanderson answered for operating a guesthouse and transient quarters in a residential zone.

Mr. Zbrzezny said page two (2) of this order states a continuing penalty. He asked is that correct. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked what is that continuing penalty. Ms. Sanderson said \$500 a day until the property is brought into compliance.

Mr. Zbrzezny said we are not here to contest the underlying citation. He asked is that correct. Ms. Sanderson answered yes.

At this time, Mr. Zbrzezny handed Counsel for Mr. and Mrs. Abbassi a copy of everything he is presenting.

Mr. Zbrzezny asked to your knowledge, was this \$500 fine ever paid. Ms. Sanderson answered no.

Mr. Zbrzezny asked do you recognize this. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what was that violation for. Ms. Sanderson answered for operating a guesthouse and transient quarters in a residential zone.

Mr. Zbrzezny questioned and the owners were found to be in violation. Ms. Sanderson said yes.

Mr. Zbrzezny asked was the same continuing penalty assessed. Ms. Sanderson said yes.

Mr. Zbrzezny asked to your knowledge, was that fine ever paid. Ms. Sanderson answered no.

Mr. Zbrzezny questioned no, it was not. Ms. Sanderson said no, it was not.

Mr. Zbrzezny said these are the two (2) orders, the two (2) orders that I just showed you, the 2017 order and the 2018 order. He asked are those what are at issue today. Ms. Sanderson answered yes.

Mr. Zbrzezny asked after each of these violations, after each of these orders, the 2017 and the 2018, did you continue to monitor the property at issue to determine the date of compliance. Ms. Sanderson answered yes.

Mr. Zbrzezny asked can you describe your efforts to the Board. Ms. Sanderson said that she documented turnover of vehicles on the site and monitored the advertising on guesthouses, short-term rental websites.

Mr. Zbrzezny questioned you said you monitored vehicles on site. Ms. Sanderson said yes.

Mr. Zbrzezny asked did that require you to actually go to the residence. Ms. Sanderson answered yes.

Mr. Zbrzezny asked how often did you go out to the residence. Ms. Sanderson said multiple times a week.

Mr. Zbrzezny asked is that over the multi-year period they are going to talk about today. Ms. Sanderson answered yes.

Mr. Zbrzezny asked in fact your monitoring of the property after the 2017 order in the owner's failure to bring the property in compliance, did that lead you to the 2018 citation. Ms. Sanderson answered yes.

Mr. Zbrzezny asked was the 2017 citation the first violation with respect to the guesthouse transient quarters provisions that this at issue property had. Ms. Sanderson answered no. She said there was a violation for the same guesthouse transient quarters in 2015.

Mr. Zbrzezny questioned so this property had been in violation as early as 2015. Ms. Sanderson said yes.

Mr. Zbrzezny asked did you give this property owner multiple chances. Ms. Sanderson answered yes.

Mr. Zbrzezny asked when did you notice the advertisement for this particular property. Ms. Sanderson said approximately in June of 2015.

Mr. Zbrzezny asked was there a time before then, and they are going to talk about that advertisement, where you noticed an advertisement in January that led you to a warning citation. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned for the record that was January or February of 2015. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked when I say advertising, was this an online forum. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is this the advertisement that led you to issuing a warning citation. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned and there is a weekly price of \$5,000 a week. Ms. Sanderson replied yes.

Mr. Zbrzezny asked was there also a proposed short term rental agreement in that advertisement. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned it contained a clause, number five (5), which is a three (3) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked based on this advertisement, what did you do. Ms. Sanderson said that she issued a warning citation.

Mr. Zbrzezny asked do you recall when you issued a warning citation. Ms. Sanderson answered in February, 2015.

Mr. Zbrzezny asked is this a copy of the warning citation. Ms. Sanderson said it is.

Mr. Zbrzezny asked what was the basis of the citation; the facts constituting the violation. Ms. Sanderson said the property was being utilized as a transient rental and guesthouse for compensation for periods of less than 30 days.

Mr. Zbrzezny asked after your issuance of this warning citation, was there a period of time when you dialogued with a tenant in early 2015. Ms. Sanderson answered yes.

Mr. Zbrzezny asked when was that. Ms. Sanderson answered April, 2015.

Mr. Zbrzezny asked can you tell the Board about that conversation. Ms. Sanderson said she was on site with the Lieutenant of the Police Department and they spoke with a couple who advised them that they had rented the property through a short term rental site for a period of two (2) weeks.

Mr. Zbrzezny asked what action did you take based on that dialogue. Ms. Sanderson said a citation was issued.

Mr. Zbrzezny asked do you recall the issuance date. Ms. Sanderson said it was February 10, 2015.

Mr. Zbrzezny said you were referring to your warning citation. He explained that he is talking about the actual citation. He asked does that accurately reflect the date, April 17, 2015. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what was the reason for that citation. Ms. Sanderson said the conversation that she had with the tenants advising them that they rented it for two (2) weeks.

Mr. Zbrzezny asked did the property owner pay that citation. Ms. Sanderson answered yes.

Mr. Zbrzezny said included in the information provided with the April 17, 2015 citation there is a check. Ms. Sanderson said that is correct.

Mr. Zbrzezny said the check states Tony Abbassi, M.D. at the top. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked is that the fine amount. Ms. Sanderson answered yes.

Mr. Zbrzezny asked how did you post the citation. Ms. Sanderson said citations were posted on the property.

Mr. Zbrzezny asked do you post all your citations the same way. Ms. Sanderson said for the most part, yes.

Mr. Zbrzezny asked in this particular case. Ms. Sanderson answered yes.

Mr. Zbrzezny rephrased the question. He asked in this case did you post all the citations in the same manner. Ms. Sanderson answered yes.

Mr. Zbrzezny asked after the issuance of the April, 2015 citation, did you have any conversations with the property owner. Ms. Sanderson answered yes.



Mr. Zbrzezny asked who did you speak with. Ms. Sanderson answered Mrs. Abbasi.

Mr. Zbrzezny asked did she make any statements regarding her knowledge of the Code provisions. Ms. Sanderson said she stated that she knew our Code was for a 30-day rental.

Mr. Zbrzezny questioned so she indicated that she understood rentals of less than 30 days or one (1) calendar month in that district is prohibited. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked did you continue to monitor this property in 2017. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what did you observe on the property in February. He asked did you observe any vehicles on the property. Ms. Sanderson answered yes, a vehicle was on site.

Mr. Zbrzezny asked do you recall what type of vehicle it was. Ms. Sanderson said it was a rental van.

Mr. Zbrzezny asked is this a photograph of that van. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned if she took that photograph. Ms. Sanderson said yes.

Mr. Zbrzezny asked did you have any dialogue with the tenant. Ms. Sanderson answered yes.

Mr. Zbrzezny asked can you tell the Board about that dialogue. Ms. Sanderson said she spoke with the tenant who advised her that she found the property on HomeAway and she rented it from February 6<sup>th</sup> to February 12<sup>th</sup>. She also stated that they had wanted to extend their stay, but they couldn't because there was another tenant coming.

Mr. Zbrzezny questioned so that was a one (1) week rental. Ms. Sanderson said yes.

Mr. Zbrzezny asked based on your observation and your dialogue, what did you do. Ms. Sanderson said a citation was issued.

Mr. Zbrzezny asked what was the basis for the citation. Ms. Sanderson said for utilizing the property for transient rental or a guest house for compensation.

Mr. Zbrzezny asked is this a copy of the citation you issued in February, 2017. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is this the citation the underlying basis for this Board's 2017 order. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned and we have already seen that. That was already shown in evidence at the beginning. Ms. Sanderson said yes.

Mr. Zbrzezny questioned after you issued the citation, but before the Board's hearing in 2017, did you continue to monitor the property. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked can you tell the Board about your observations. Ms. Sanderson said she noticed a turnover of vehicles.

Mr. Zbrzeznj asked is this one of the vehicles. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked do you recall what State the plate was from. Ms. Sanderson said it was a New Hampshire plate.

Mr. Zbrzeznj asked do you recall the dates that it was there. Ms. Sanderson said February 18<sup>th</sup>. She then corrected herself stating that it was April 18<sup>th</sup>.

Mr. Zbrzeznj questioned February 18<sup>th</sup> you said. Ms. Sanderson said yes, it was February 18<sup>th</sup>.

Mr. Zbrzeznj asked was it also there on February 17<sup>th</sup>. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked was it registered to the property owner. Ms. Sanderson answered no.

Mr. Zbrzeznj asked during that same timeframe after issuance of the citation, but before the Board's hearing, did you monitor the online advertisement. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked is this a copy of that advertisement. Ms. Sanderson answered yes.

Mr. Zbrzeznj said there is actually two (2) advertisements in here from different sites. He asked do you know what site this is. Ms. Sanderson said she thinks that is the HomeAway ad.

Mr. Zbrzeznj questioned the second site. Ms. Sanderson said it is Airbnb.

Mr. Zbrzeznj said it states VRBO. Ms. Sanderson apologized stating it is VRBO.

Mr. Zbrzeznj said let's talk about HomeAway. He questioned it still has a three (3) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked what about the VRBO advertisement. Ms. Sanderson answered a three (3) night minimum.

Mr. Zbrzeznj asked the citation that was issued that went to hearing, was it appealed properly. Ms. Sanderson answered no.

Mr. Zbrzeznj questioned and the owners were found to be in violation. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked based on that, the order finding violation, what did you do. Did you continue to monitor the property. Ms. Sanderson said she continued to monitor the property for compliance.

Mr. Zbrzeznj questioned and that included advertisements, as well as vehicle turnover. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked Ms. Sanderson to tell the Board how she monitored the advertisement for this particular property. He asked did you do that for the duration of 2017. Ms. Sanderson answered yes, as well as in 2016.

Mr. Zbrzezny said let's talk specifically about 2017. He asked can you tell the Board what you did in 2017 with regard to the advertisement. He asked did you do a screenshot, what did you do. Ms. Sanderson said that she would view the advertisement and the timeframe that it was available and would screenshot the ad.

Mr. Zbrzezny asked when you took a screenshot, did you do it so that the bottom of your computer would indicate the date. Ms. Sanderson answered yes.

Mr. Zbrzezny asked do you see the date stamp on the bottom of this advertisement. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what month is it. Ms. Sanderson said March, 2017.

Mr. Zbrzezny asked is this a calendar that you would frequently see. Ms. Sanderson answered yes.

Mr. Zbrzezny continued questioning if she would monitor the advertisement. Ms. Sanderson answered yes.

Mr. Zbrzezny said in March at the time you were taking these screenshots, does it also show an April, May, and June calendar. Ms. Sanderson answered yes.

Mr. Zbrzezny asked Ms. Sanderson to tell the Board the significance of the calendar in those months. Ms. Sanderson said the shaded dates are the dates it is booked.

Mr. Zbrzezny questioned so in April, you see the 4<sup>th</sup> through the 7<sup>th</sup>. Ms. Sanderson said that is correct.

Mr. Zbrzezny said then it is not booked the 8<sup>th</sup> through the 12<sup>th</sup>. Ms. Sanderson said that is correct.

Mr. Zbrzezny said but then it is booked from the 12<sup>th</sup> through the 20<sup>th</sup>. Ms. Sanderson said that is correct.

Mr. Zbrzezny said so each of these bookings that they see are less than 30 days or one (1) calendar month. Ms. Sanderson said yes.

Mr. Zbrzezny asked does this also indicate a minimum stay. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what was the minimum stay. Ms. Sanderson answered three (3) nights.

Mr. Zbrzezny said at one point these advertisements gave a rental rate for more than just a month or a week. He asked did it break it down by night. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is this a chart of the rates. Ms. Sanderson answered yes.

Mr. Zbrzeznj said we see it advertised as a nightly rate, a weekend night rate, and a weekly rate. He asked is that correct. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked is it also broken down into seasons. Ms. Sanderson answered yes.

Mr. Zbrzeznj said so that was March. He asked what about April. Ms. Sanderson said it continued to be advertised.

Mr. Zbrzeznj questioned that it indicates a three (3) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked did you monitor the calendar in April as well. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked does April, May, June, and July all show periods of time for booking for a week or long weekends. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked are any of those bookings compliant with the Code. Ms. Sanderson answered no.

Mr. Zbrzeznj asked what about May. Ms. Sanderson said it continued to be advertised.

Mr. Zbrzeznj questioned the same issues we discussed of different rates for nightly, a weekend night, and weekly. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned with a three (3) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned also the calendar, again showing non-compliance through August, 2017. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked did you screenshot in June. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked can you see the date of this screenshot. Ms. Sanderson said it is June 2<sup>nd</sup>.

Mr. Zbrzeznj questioned that confirms that was on June 2<sup>nd</sup> by the square around the June 2<sup>nd</sup> date. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked does it again show rentals for very short periods of time booked through August, 2017. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked did you monitor it in July. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned this is a calendar showing bookings in October. Ms. Sanderson said yes.

Mr. Zbrzeznj questioned as well as July and August. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked are any of those bookings Code compliant. Ms. Sanderson answered no.

Mr. Zbrzeznj asked are these the dates that is being offered for rent. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned are all those less than 30 days or one (1) calendar month. Ms. Sanderson said yes.

Mr. Zbrzeznj asked is this your screenshot from September. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned a three (3) to five (5) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked do you have the ability to reference the rental periods in September and October. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked do you know what they were. Ms. Sanderson said the lighter ones are the bookings and the darker ones are available.

Mr. Zbrzeznj questioned again less than 30 days or one (1) calendar month. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked did you do the same for October. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked did you have to do this in order to determine the date in which the property resolved these Code violations. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked what is the date shown. Ms. Sanderson said October 10, 2017.

Mr. Zbrzeznj questioned the minimum stay. Ms. Sanderson said three (3) to five (5) nights.

Mr. Zbrzeznj asked what did the calendar demonstrate. Ms. Sanderson said a rental of less than a month.

Mr. Zbrzeznj asked what about November. Ms. Sanderson said that is the advertising, yes.

Mr. Zbrzeznj questioned being a three (3) to five (5) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned and this shows the December booking. He asked is that correct. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked is there a booking at the end of December through January. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned over the New Year Holiday. Ms. Sanderson said yes.

Mr. Zbrzeznj said you don't have a screenshot from December do you. Ms. Sanderson said no.

Mr. Zbrzeznj said but you have a calendar from November reflecting that booking. Ms. Sanderson said that is correct.

Mr. Zbrzezny said you also told us in addition to monitoring the advertisement that you actually physically went to the property. He asked is that correct. Ms. Sanderson answered yes.

Mr. Zbrzezny said you stated that you went to the property multiple times a week. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked did you sit outside the property. Ms. Sanderson answered no.

Mr. Zbrzezny asked did you surveil it all day. Ms. Sanderson answered no.

Mr. Zbrzezny asked about how long were you there. Ms. Sanderson answered approximately 10-minutes.

Mr. Zbrzezny asked if there were vehicles on the property, did you document them. Ms. Sanderson answered yes.

Mr. Zbrzezny asked did you summarize the vehicles that you documented for 2017. Ms. Sanderson answered yes.

Mr. Zbrzezny said let's start in April since that is the date of this Board's order assessing the continuing penalties. He asked can you tell the Board your observations in April. Ms. Sanderson said there were three (3) different turnovers of vehicles.

Mr. Zbrzezny asked what about May. Ms. Sanderson said there were four (4) turnovers of vehicles.

Mr. Zbrzezny questioned and you documented license plates and where the vehicles were from. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked if they have EAN Holdings LLC, what did that indicate. Ms. Sanderson said that they are rental cars.

Mr. Zbrzezny asked what about July, 2017. Ms. Sanderson said there were six (6) turnovers of vehicles.

Mr. Zbrzezny asked what about August. Ms. Sanderson said there were three (3) turnovers of vehicles.

Mr. Zbrzezny questioned September. Ms. Sanderson said there were three (3) turnovers of vehicles.

Mr. Zbrzezny said in October you have the notation, *no cars observed outside of the garage*. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked was there a period of time throughout 2017 and 2018 that you noticed a change in the behavior of the tenants and the vehicles that you observed. Ms. Sanderson said it appeared that in dialoguing with the tenants that they were all coached; they all were friends of the owner, were all staying for a while or for a month.

Mr. Zbrzezny asked did your observations indicate otherwise. Ms. Sanderson said vehicles left in short time frames and the vehicles would be backed up to the house or the garage so that there was no visibility of tags.

Mr. Zbrzezny questioned so there was a point in time while you were monitoring the residence at issue that vehicles were parking differently. Ms. Sanderson said it seemed so.

Mr. Zbrzezny questioned so the tags were no longer as easily visible as before. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked about parking in the garage. He asked is that what you are indicating. Ms. Sanderson answered yes.

Mr. Zbrzezny said you made a point to the Board about statements that were made. He asked did you ever ask the tenants who the owners were. Ms. Sanderson said that would frequently be a question because when the tenants would say they were friends of the owner they would ask them the owner's name. She said there was one (1) incident when she and Officer Ramsey were on site and they asked the gentleman at the door the owner's name because he was a family friend and he closed the door and walked away. From Officer Ramsey's vantage point he watched the gentleman go to a piece of furniture, pull out a piece of paper and read it. The tenant then came back, opened the door and told them the owner's name.

Mr. Zbrzezny asked what about November and December. Ms. Sanderson said there were three (3) vehicle turnovers in November and two (2) in December.

Mr. Zbrzezny asked did you do the same for 2018. Ms. Sanderson answered yes.

Mr. Zbrzezny asked so that the record clear, did you monitor the advertisement for the residence. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what were your observations. Ms. Sanderson said it continued to be advertised for sometimes a minimum of three (3) nights and never 30.

Mr. Zbrzezny asked so the record is clear, the advertisements that they saw from 2017, was that consistent throughout that year. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned also into 2018. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked did you take screenshots in 2018 in the same manner that you did in 2017. Ms. Sanderson answered yes.

Mr. Zbrzezny asked would this be one (1) of them. Ms. Sanderson answered yes. She said that is January of 2018.

Mr. Zbrzezny questioned and this again has a calendar. Ms. Sanderson answered yes.

Mr. Zbrzezny asked does it show rentals in February, March, and April. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned for less than 30 days or one (1) calendar month. Ms. Sanderson said yes.

Mr. Zbrzeznj asked what about February. Ms. Sanderson said continued to monitor the advertising and that is the one (1) from February.

Mr. Zbrzeznj asked what was the nightly rate in February, 2018. Ms. Sanderson answered \$1,250.

Mr. Zbrzeznj questioned and that is per night. Ms. Sanderson said that is correct.

Mr. Zbrzeznj said underneath that there is the April 2018 booking calendar. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned that shows the first week of April booked. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked is this the April screenshot for 2018. Ms. Sanderson said that she sees April on the bottom, yes.

Mr. Zbrzeznj adjusted the document on the doc cam and asked is it March. Ms. Sanderson answered yes.

Mr. Zbrzeznj said and again at \$1,250 per night. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked does it have the monthly calendar. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned for May. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned and there was again a booking in April. Ms. Sanderson said yes.

Mr. Zbrzeznj said let's talk about the April advertisement and screenshot. He said you did something in April that he wants her to explain to the Board. He asked was there a request to book feature. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked can you explain to the Board what that is. Ms. Sanderson said when you are on the website you can ask to book by entering dates to check the availability and it quotes you a price.

Mr. Zbrzeznj asked did you do that. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned and in this instance this is May 4<sup>th</sup> to May 18<sup>th</sup>. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned and it quoted you a total price that would allow you to do that. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked is this a feature that is unique to this particular property or is this also a function that you have encountered in the past on advertisements for other properties within Vero Beach. Ms. Sanderson said it is because as there has been other short term rental cases



and when they were advised of the Code and came into compliance and if you attempted to book for a week or two (2) it would tell you to stay a little longer. That was like in this case and if you tried it on this website you were allowed.

Mr. Zbrzeznj said then this feature wasn't changed for this particular piece of property. Ms. Sanderson said no.

Mr. Zbrzeznj asked when you say short term rental, are you referring to a guesthouse and transient quarters. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned what about May. Ms. Sanderson said yes, through the May advertising.

Mr. Zbrzeznj questioned a nightly rate of \$855. Ms. Sanderson said yes.

Mr. Zbrzeznj asked did you also attempt to use the request to book feature in May of 2018. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked for how many days. Ms. Sanderson could not read it. Mr. Zbrzeznj adjusted the document on the doc cam. He asked is that May 28<sup>th</sup> through June 2<sup>nd</sup>. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked for five (5) nights. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned it quoted you over \$5,000. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned and it was allowing her to do that. Ms. Sanderson said yes.

Mr. Zbrzeznj said it didn't tell you to submit a longer period of time. Ms. Sanderson said no.

Mr. Zbrzeznj asked what about July, 2018. Ms. Sanderson said yes, that is the advertisement from June.

Mr. Zbrzeznj questioned and it also contained a calendar feature. Ms. Sanderson said a calendar feature with amounts under the dates.

Mr. Zbrzeznj said it looks like the second was darkened, the third, fourth, and fifth was light, and the seventh through the fifteenth was light. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned that indicated it was .... Ms. Sanderson said booked.

Mr. Zbrzeznj asked what about July. Ms. Sanderson said that is the advertisement from July.

Mr. Zbrzeznj questioned at a nightly cost of \$801 per night. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked did you have the same July calendar. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked did you do a request to book. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned was it for three (3) nights. Ms. Sanderson said yes.

Mr. Zbrzezny asked would it allow you to do that. Ms. Sanderson said yes.

Mr. Zbrzezny asked what about August. Ms. Sanderson said it was still being advertised.

Mr. Zbrzezny questioned at a nightly rate. Ms. Sanderson said yes.

Mr. Zbrzezny asked did you request to book. Ms. Sanderson answered yes.

Mr. Zbrzezny asked would it allow you to do that. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned for three (3) nights. Ms. Sanderson said yes.

Mr. Zbrzezny asked what about August of 2018. Ms. Sanderson said it was still being advertised.

Mr. Zbrzezny questioned this is the request to book. Ms. Sanderson said yes.

Mr. Zbrzezny asked is there a calendar. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what about September, 2018. Ms. Sanderson said it continued to be advertised.

Mr. Zbrzezny asked do you have a nightly rate. Ms. Sanderson answered yes.

Mr. Zbrzezny asked did you attempt to request to book in September. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned for three (3) nights. Ms. Sanderson said yes.

Mr. Zbrzezny questioned it permitted you to do so. Ms. Sanderson said yes.

Mr. Zbrzezny questioned it didn't tell you to select a longer time. Ms. Sanderson said no.

Mr. Zbrzezny asked is this the October calendar. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned are the dates the fourth, fifth, sixth, and seventh. Ms. Sanderson said yes.

Mr. Zbrzezny said this is October of 2018. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked did you request to book it. Ms. Sanderson answered yes.

Mr. Zbrzezny asked did it tell you to select a longer date. Ms. Sanderson answered no.

Mr. Zbrzezny asked is this the same calendar. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned November 1, 2018. Ms. Sanderson said it is still advertised.

Mr. Zbrzezny asked did you request to book. Ms. Sanderson answered yes.

Mr. Zbrzezny said and this is showing four (4) days at the end of November. Ms. Sanderson said that is correct.

Mr. Zbrzezny said December, 2018. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked did you request to book it. Ms. Sanderson answered yes.

Mr. Zbrzezny asked did it tell you to select a longer date. Ms. Sanderson answered no.

Mr. Zbrzezny asked is this the request to book feature. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned five (5) nights. Ms. Sanderson said yes.

Mr. Zbrzezny asked did you also monitor the vehicles on the property in 2018. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned the entire year. Ms. Sanderson said yes.

Mr. Zbrzezny asked did you prepare a summary. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is this the vehicle summary. Ms. Sanderson answered yes.

Mr. Zbrzezny asked Ms. Sanderson to tell the Board about her observations. Ms. Sanderson said she documented two (2) vehicle turnovers in January.

Mr. Zbrzezny said there are no cars observed from January 4<sup>th</sup> to January 30<sup>th</sup>. Ms. Sanderson said that is correct.

Mr. Zbrzezny said there was a carryover from the end of 2017 through the beginning of 2018, which was New Years. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked what were your observations in February. Ms. Sanderson said a turnover of vehicles of five (5) times.

Mr. Zbrzezny said it looks like there might be one (1) similar, but there is at least three (3) to four (4) different turnovers. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked what about March. Ms. Sanderson said there were three (3) vehicle turnovers noted.

Mr. Zbrzezny questioned April. He said it looks like there was a group for one (1) week. He asked is that correct. Ms. Sanderson answered yes.

Mr. Zbrzezny asked what about May. Ms. Sanderson said there were three (3) times that different vehicles were noted.

Mr. Zbrzezny questioned June. Ms. Sanderson said there were three (3) times that vehicles were noted.

Mr. Zbrzeznj questioned July. Ms. Sanderson said vehicles were noted on those dates.

Mr. Zbrzeznj questioned and that was less than one (1) month in July. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked Ms. Sanderson to go through August through December. Ms. Sanderson said a vehicle was noted in August, a vehicle was noted in September, a vehicle was noted in October, a vehicle was noted in November, and a vehicle was noted in December.

Mr. Zbrzeznj asked when you observed them, were they there for less than a month or 30 days. Ms. Sanderson answered yes.

Mr. Zbrzeznj said they talked about the 2018 advertisement and the 2018 vehicle turnover. He asked was there a time in 2018 when you issued another citation. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked Ms. Sanderson to tell the Board about that. Ms. Sanderson said in 2019 there was a turtle lighting violation so when she went to the property to post the violation there was a tenant on site that spoke with her.

Mr. Zbrzeznj questioned and that was in 2018. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked did you issue a citation. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked was that based on the conversation you had with that particular tenant at the time you were posting the turtle lighting citation. Ms. Sanderson answered yes. She said that she was there on July 20<sup>th</sup> and the tenant advised her they arrived the night before and were staying through Tuesday, July 24<sup>th</sup>.

Mr. Zbrzeznj said so a citation was issued. Ms. Sanderson said that is correct.

Mr. Zbrzeznj said and this is the citation of the basis of this Board's 2018 order. He asked is that correct. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked in anticipation of what they might hear from Mr. Abbassi's attorney, when you posted the citation, did you post it in any manner different than you posted the turtle lighting citation. Ms. Sanderson answered no.

Mr. Zbrzeznj asked what happened with the turtle violation citation. Ms. Sanderson said the violation was corrected and the citation remains unpaid.

Mr. Zbrzeznj questioned it was corrected. Ms. Sanderson said yes.

Mr. Zbrzeznj said the citation that he just showed was the underlying citation for the 2018 order. He questioned the owners were found in violation. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned they did not appeal and there was not action taken after. Ms. Sanderson said no.

Mr. Zbrzeznj asked did you continue to monitor the property. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked why. Ms. Sanderson answered to see if she could find it in compliance.

Mr. Zbrzeznj asked were there vehicles observed in 2019. Ms. Sanderson answered yes.

Mr. Zbrzeznj said admittedly 2019 is a shorter period of time. Ms. Sanderson said yes.

Mr. Zbrzeznj asked what were the months. Ms. Sanderson answered January through May.

Mr. Zbrzeznj asked is this a summary you created. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked can you tell the Board about it. Ms. Sanderson said vehicles were noted twice in January, twice in March, and once in April.

Mr. Zbrzeznj asked did you also continue to monitor the advertisement in 2019. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned the same observations as 2017 and 2018. Ms. Sanderson said yes.

Mr. Zbrzeznj asked is this January, 2019. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned a nightly rate. Ms. Sanderson said yes.

Mr. Zbrzeznj questioned times it was booked. Ms. Sanderson said yes.

Mr. Zbrzeznj asked were the times it was not booked in bold. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked did you do a request to book. Ms. Sanderson answered yes.

Mr. Zbrzeznj questioned for three (3) nights. Ms. Sanderson said yes.

Mr. Zbrzeznj questioned and it allowed you to. Ms. Sanderson said yes.

Mr. Zbrzeznj questioned what about February, 2019. Ms. Sanderson said that is the advertisement.

Mr. Zbrzeznj questioned the same thing. Ms. Sanderson said yes.

Mr. Zbrzeznj said you screenshotted an advertisement. He said aside were there any changes in the advertisement of April. Ms. Sanderson answered no.

Mr. Zbrzeznj said this states May 6, 2019. Ms. Sanderson said that is correct.

Mr. Zbrzeznj questioned is it still a three (3) to five (5) night minimum stay. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked was there something of significance that happened in May of 2019. Ms. Sanderson said that she received a telephone call from a title company regarding the property. She said they were preparing documents for closing.

Mr. Zbrzeznj asked what was the date of that conversation. Ms. Sanderson answered May 8<sup>th</sup>.

Mr. Zbrzeznj asked after your conversation, did you observe the advertisement. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked was it still consistent with what they saw today. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked did you inform the person from the title company as to that issue. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked did you work the next day, May 9<sup>th</sup>. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked did you check the advertisement. Ms. Sanderson said that she checked the advertisement first thing in the morning and the advertisement was removed.

Mr. Zbrzeznj asked what is the compliance date she is offering to the Board. Ms. Sanderson answered May 9, 2019. She then said that is an error, it is May 8<sup>th</sup> because it goes back to the day before.

Mr. Zbrzeznj said that is not withstanding the fact that you have already told the Board that the underlying fine actually had not been paid. Ms. Sanderson said that is correct.

Mr. Zbrzeznj asked do you know what the totals are as far as the amounts. Ms. Sanderson said the 2017 case was found in compliance on May 9, 2019 with continuing penalties from February 13, 2017 through May 8, 2019 at 815 days times \$500 a day for \$407,500 plus the original civil penalty of \$500. For the 2018 case, the case was found in compliance, continuing penalties from August 12<sup>th</sup> through May 8<sup>th</sup> at 270 days times \$500 a day for \$135,000 plus the original civil penalty of \$500.

Mr. Zbrzeznj asked is it your understanding that this property is being sold. Ms. Sanderson answered yes.

Mr. Zbrzeznj asked do you know what the last listing price was. Ms. Sanderson said the last advertising she saw it was \$2,790,000.

Mr. Zbrzeznj said we talked about the continuing penalty that the Board imposed. He asked is that continuing penalty to ensure Code compliance necessary for her enforcement of the Code provisions pertaining to the guesthouse transient quarters. Ms. Sanderson answered yes.

Mr. Zbrzeznj had no further questions for Ms. Sanderson at this time.

Mrs. Hillman asked what were the penalties. Ms. Sanderson answered \$407,500 plus the civil penalty of \$500 and \$135,000 plus the civil penalty of \$500.

Mrs. Hillman questioned the fee of \$448.91.

Mr. Price thought that if the Board makes a motion on this that they would just add to include costs.

Mr. Zbrzezny said that he has no further witnesses at this time so he would defer to Counsel for Mr. Abbassi. He reserved the right to make closing remarks if necessary.

Mr. John Jabro, Attorney representing Mr. and Mrs. Abbassi, asked Ms. Sanderson do you know someone by the name Wayne Coment. Ms. Sanderson said he was the City Attorney prior to his retirement.

Mr. Jabro asked was he the City Attorney in August, 2017. Ms. Sanderson answered yes.

Mr. Jabro noted that he provided copies to the Clerk.

Mr. Jabro asked have you seen this before. Ms. Sanderson answered yes.

Mr. Jabro said to correct him if he is wrong, this is on August 30, 2017 email from Wayne Coment to a number of people and you are copied with it. He asked if he was correct. Ms. Sanderson answered yes.

Mr. Jabro said it is answers to questions proposed by someone named David Hunter. He asked do you know who David Hunter is. Ms. Sanderson said this is an email correspondence from when she was out of the office for an extended period.

Mr. Jabro questioned but you did get a chance to read it. Ms. Sanderson said that she did see it when it was provided by the Clerk.

Mr. Jabro asked when would that have been. Ms. Sanderson said she guessed there were record's requests made by Mr. Abbassi and it was fulfilled through the City Clerk's office and she was copied on it and when she opened it is when she received all those emails. She said maybe she received them prior, but she doesn't recall.

Mr. Jabro questioned and that would have been approximately when. Ms. Sanderson said a week or two ago.

Mr. Jabro said so prior to that you didn't see this legal opinion by Mr. Coment. Ms. Sanderson said that she doesn't recall.

Mr. Jabro said it is sort of a question and answer format and Mr. Coment seems to be putting in the answers to the questions that Mr. Hunter had posed. He asked is that fair. Ms. Sanderson said it seems to be.

Mr. Jabro referred to the second question and read, "*So is it necessary for CE Officer to document whether or not a short term rental occurs on each day after the initial violation/citation?*" The answer is, "*Yes, if amount of penalties (which is based on each individual day of violation) is contested, whether before the Board or in Court. (A penalty cannot be legally imposed if there was no violation any particular day so is subject to proof) and in these type cases, remember advertising is merely an evidentiary device and not absolutely determinative of whether there is a violation. The advertisement is not the violation, it is the act of actually renting out the residence.*" He asked would you agree with that. Ms. Sanderson said that is what it says, correct.

Mr. Jabro asked but is that your understanding of the law as the Code is applied in Vero Beach. Ms. Sanderson answered if she understands him correctly, yes that is saying that advertising alone is not the basis of it.

Mr. Jabro asked do you recognize this document. Ms. Sanderson said that is the Notice of Hearing that was prepared by the City Clerk's office.

Mr. Jabro asked is that the 15-CE-5501 Case, which was the 2015 Code violation that you previously described. Ms. Sanderson answered yes.

Mr. Jabro asked to whom is it addressed. Ms. Sanderson answered to the Abbassi's, to Mr. Rendon, to the Abbassi's at different addresses, to Doris Salazar, to a sales company and to Ocean Drive.

Mr. Jabro asked do you know who Randy Rendon PA is. Ms. Sanderson said she met him today.

Mr. Jabro asked how about Tony and Lorangel Abbassi at 7171 Old Cutler Road, Coral Gables, Florida and Tony Abbassi at 1643 Brickel Avenue, Unit 2403, Miami, Florida. He asked is he correct. Ms. Sanderson answered yes.

Mr. Jabro asked do you know who Doris Salazar PA is. Ms. Sanderson thought that name was associated with the property as a listing agent.

Mr. Jabro questioned or a rental agent perhaps. Ms. Sanderson said perhaps.

Mr. Jabro said and 3766 Ocean Drive is the address of the residence itself. Ms. Sanderson said that is correct.

Mr. Jabro asked do you know why all of these addresses were put on the Notice of Hearing. Ms. Sanderson answered no.

Mr. Jabro said this 2015 file contained this Notice of Hearing in your records. He asked if he is correct. Ms. Sanderson said most likely.

Mr. Pizzichillo said as far as he knows they are dealing with something that happened in 2017. He asked why are they going all the way back to 2015. Mr. Jabro said that he is not the first one to go back to 2015, the previous Counsel is. He said that his point will be very clear within about a minute. He said that he doesn't want to waste anyone's time today.

Mr. Jabro asked do you recognize this. Ms. Sanderson said it is the return receipt.

Mr. Jabro asked do you know what the return receipt is for. Ms. Sanderson said for a citation.

Mr. Jabro asked was that sent to Mr. and Mrs. Abbassi. Ms. Sanderson answered yes.

Mr. Jabro said and it was claimed. He asked if he was correct. Ms. Sanderson answered yes.

Mr. Jabro asked do you recognize this. Ms. Sanderson answered yes.



Mr. Jabro asked what is it. Ms. Sanderson said a request to appeal a citation.

Mr. Jabro questioned and that happened rather quickly after the issuance of the citation. Ms. Sanderson said most likely.

Mr. Jabro said it is dated May 21<sup>st</sup> and the citation is dated April 19<sup>th</sup>. He said that was relatively quick.

Mr. Jabro said this is the 2017 Notice of Hearing. He asked if he is correct. Ms. Sanderson answered yes.

Mr. Jabro asked to whom is it addressed. Ms. Sanderson answered Mr. and Mrs. Abbasi.

Mr. Jabro asked is there more than one (1) address. Ms. Sanderson answered no.

Mr. Jabro asked do you know how this was served. Ms. Sanderson answered no. She said that is prepared by the City Clerk's office.

Mr. Jabro asked do you know whether there was a certified return receipt requested mailing. Ms. Sanderson answered no.

Mr. Jabro asked in fact, doesn't your file contain the certified return receipt request that was returned unserved. Ms. Sanderson answered for a citation.

Mr. Jabro asked does that indicate that they were at that address. Ms. Sanderson said by State Statute they use the address that is on the Property Appraiser's website.

Mr. Jabro asked what happens when you get it back unserved. Ms. Sanderson said the property is posted to get service, as well as sending it out by certified mail.

Mr. Jabro asked do you believe that provides adequate notice to the property owners. Ms. Sanderson said it does.

Mr. Jabro asked did you get any response in this case. Ms. Sanderson answered response to the fact that they came to the hearing, no they did not respond to that.

Mr. Jabro asked did you get any response from any of their agents that were listed on the 2015 notice. Ms. Sanderson questioned a response from anybody from 2015. Mr. Jabro said with regard to the 2017 notice. Ms. Sanderson said not that she recollects.

Mr. Jabro asked did you attempt to reach out to any of the people who were on the previous notice since you had this notice returned. Ms. Sanderson answered no.

Mr. Jabro asked how about the 2018 notice. Ms. Sanderson said it was sent certified mail and the property was posted.

Mr. Jabro asked are you certain it was sent certified mail. Ms. Sanderson believed so.

Mr. Jabro asked can you check your file. He asked do you know. Ms. Sanderson said it was sent certified and was unclaimed.

Mr. Jabro said so it was unclaimed also. Ms. Sanderson said that is correct.

Mr. Jabro asked did that put you on notice that the address that you had was not a correct address. Ms. Sanderson answered no. She said by State Statute she follows what is on the Property Appraiser's website and also posts the property.

Mr. Jabro asked you are not aware of any law that requires you to take reasonable steps to notify the property owner if they don't receive notice by certified mail. Ms. Sanderson answered no. She said she can post it or she can send it certified.

Mr. Jabro again posed the question, you are not aware of any law that requires you to take additional steps to notify the property owner when the certified mail is returned. Ms. Sanderson answered no.

Mr. Jabro said in Mr. Coment's comments about when the fines subsides, they see the 2017 order and by the way it says repeat violation, which meant you went back and reviewed the 2015 violation file. Ms. Sanderson said it meant that they had paid a citation in 2015 and that made them a repeat violator.

Mr. Jabro said pardon me. Ms. Sanderson explained that it meant they had paid a citation in 2015 so that made them a repeat violator.

Mr. Jabro said he understands, but questioned you went back and looked at the 2015 file. Ms. Sanderson said that she does not recall.

Mr. Jabro asked did there come a time in 2017 after the April 12, 2017 order when the property was not rented. Ms. Sanderson asked not rented in what timeframe. Mr. Jabro said at all. He said that Mr. Coment said if there is a day that goes by that the property is not rented then the fine is to stop. Ms. Sanderson said there were periods that there was no one noted on site.

Mr. Jabro asked do you know when that occurred. Ms. Sanderson answered no.

Mr. Jabro asked because this was not a consent decree or a consent order where the party agreed to this accumulating fine of \$500 a day until compliance was determined, didn't compliance occur as soon as the property was not rented. Ms. Sanderson said not to her understanding.

Mr. Jabro asked isn't that what Mr. Coment told everybody in August of 2017. Ms. Sanderson said by that, yes.

Mr. Jabro asked did you ask anyone with regard to whether or not the absence of any short term renter in 2017 would have indicated that the continuing fine would terminate. Ms. Sanderson answered no.

Mr. Jabro said in 2017, 2018, and 2019, as Mr. Coment said, the advertisement is not the violation. It is the act of actually renting out the residence. He asked in 2017 how many days did you determine through your personal observation that the residence was actually being rented as opposed to simply being occupied. Ms. Sanderson said when possible by dialoguing with tenants.

Mr. Jabro asked how many times was that. Ms. Sanderson said there were several conversations with tenants.

Mr. Jabro asked do you keep a log, a diary, case notes. Ms. Sanderson answered sometimes.

Mr. Jabro asked do you have any case notes that would indicate any of these conversations. Ms. Sanderson did not think she had them with her.

Mr. Jabro asked in working for the Police Department, isn't it incumbent upon the employees doing this kind of work to keep written notes of exculpatory statements made by tenants. Ms. Sanderson said when they are doing a case they have the ability to make notes, yes.

Mr. Jabro questioned, but you didn't do that here. Ms. Sanderson said she is sure she did.

Mr. Jabro asked do you have them. He asked have you ever presented them to the Board. Ms. Sanderson answered no.

Mr. Jabro asked do you know when the first time was that you went to the residence where there was no occupant. Ms. Sanderson said there were several times that she went to the residence that no cars were observed in the driveway.

Mr. Jabro asked does that mean there is no occupant. Ms. Sanderson said she doesn't know.

Mr. Jabro said so whether or not there is a vehicle in the driveway doesn't indicate whether there are actually people inside. He asked isn't that true. Ms. Sanderson said that could be.

Mr. Jabro asked what is the difference between an occupant and a renter. Ms. Sanderson said she cannot define that.

Mr. Jabro asked being an occupant is not contrary to the Vero Beach Code is it. Ms. Sanderson answered no.

Mr. Jabro asked how do you know the difference between an occupant and a renter. Ms. Sanderson answered by dialoguing with them.

Mr. Jabro asked how many times to your best estimate did you have dialogue in 2017. Ms. Sanderson said there were several times.

Mr. Jabro asked several being two (2), three (3) ... Ms. Sanderson said possibly two (2), three (3), four (4).

Mr. Jabro questioned, but you don't recall. Ms. Sanderson said she recalls times that they did speak with people in 2017.

Mr. Jabro said but you don't have the number in your files, any records, with regards to that. Ms. Sanderson answered not with her.

Mr. Jabro asked are those all your files (referring to the files that she had beside her and in front of her). Ms. Sanderson answered yes. She explained these are the files for this and then she also has her observations or her notes.

Mr. Jabro asked where would they be (her notes). Ms. Sanderson answered in her office.

Mr. Jabro asked because obviously this is extremely important, because if there were no tenants in place according to Mr. Coment then the fines should have stopped running at that time, is it possible to get those notes.

Mr. Pizzichillo said that he would like to hear this case lawfully and would like to add that every attorney has an opinion. He said Mr. Coment had his, you have yours, and every attorney listening to this will have their opinion so just because it is Mr. Coment's opinion doesn't make it law.

Mr. Jabro said Mr. Coment was acting as the City of Vero Beach City Attorney at the time.

Mr. Price said that he (Mr. Coment) was interpreting the question, interpreting the law in order to answer a question.

Mr. Jabro said that is correct. That is what attorneys do. He is just stating that this stands without any contrary legal opinion, this is ...

Mr. Pizzichillo said he (Mr. Coment) gave his personal opinion. He is allowed to do that as any attorney worth salt will give their opinion and that's it. That was his opinion and other attorneys have different opinions. Mr. Pizzichillo said that he thinks they have to move on with this case. It is important that they go ahead.

Mr. Jabro said that he has to make a record. He has to put into today's record all of the legal arguments that he is making about both procedural due process and substance of due process for their court reporter.

Mr. Pizzichillo said that he understands and he (Mr. Jabro) is doing a good job of it.

Mr. Jabro said that he doesn't want to offend him. Mr. Pizzichillo said that he is not offended. He just thinks that they have to move this process along. He said they have been dealing with this since 2017 and from your (Mr. Jabro) testimony and others they have had cases back to 2015. It is about time they get some kind of conclusion.

Mr. Jabro agreed. He said that he is only asking questions and getting answers from the witnesses.

Mr. Jabro said so if he can recap, the difference between occupancy and tenancy or an occupant and a renter is considerably different when it comes to violation of the Vero Beach Code. Ms. Sanderson said that she would think so.

Mr. Jabro questioned when you looked at the web advertising certain days were blocked out. Ms. Sanderson said that is correct.

Mr. Jabro asked were those days for occupants or were they for renters. Ms. Sanderson said that she doesn't know.

Mr. Jabro said in looking at the vehicle inventory of January, 2018, you have it labeled Vehicle Turnover Summary. He asked what does vehicle turnover mean. Ms. Sanderson said the times that different vehicles were noted on site.

Mr. Jabro asked why would that be turnover. Ms. Sanderson explained that if there was one (1) week where there were certain vehicles on site, the turnover would be different vehicles in another week.

Mr. Jabro questioned so you are assuming that if there is a rental car there it is a renter. Ms. Sanderson said it could be.

Mr. Jabro said, but it also might not be. Ms. Sanderson said that is correct.

Mr. Jabro said you have in January, 2018 that there were no cars observed from January 4<sup>th</sup> through January 30<sup>th</sup> outside the garage. Ms. Sanderson said that is correct.

Mr. Jabro asked were there people inside. Ms. Sanderson said she did not know.

Mr. Jabro said at that point the short term rental would have ceased. He asked would it not have been. Ms. Sanderson said it could have.

Mr. Jabro said there is nobody there according to you. Ms. Sanderson said that is correct.

Mr. Jabro asked would you be able to establish that a short term rental was occurring at that time. Ms. Sanderson answered no.

Mr. Jabro said some of these cars appeared for one (1) day in February. He said you had a car in the driveway and a golfer. He assumed that means that somebody's going to play golf. Ms. Sanderson said that is correct.

Mr. Jabro asked does that indicate a short term rental. Ms. Sanderson said it could or it could not.

Mr. Jabro said you don't know. Ms. Sanderson said that is correct.

Mr. Jabro questioned on February 8<sup>th</sup> there was a dark SUV and a white car, any idea what that meant. Ms. Sanderson said it could be a renter; it could not be a renter.

Mr. Jabro questioned it could be the housekeepers. Ms. Sanderson said it could be.

Mr. Jabro said on February 12<sup>th</sup> there was apparently a Vero Beach car. Ms. Sanderson said that is correct.

Mr. Jabro asked do you know whose car that was. Ms. Sanderson said that was a local individual.

Mr. Jabro questioned that is probably not a renter. Ms. Sanderson said probably not.

Mr. Jabro said with most of these you have a white van, a white truck, an SUV for one (1) day. He asked those are not renters are they. Ms. Sanderson said they could be or could not be.

Mr. Jabro said but you don't know. Ms. Sanderson said that is correct.

Mr. Jabro said so you are making an assumption based on the fact that there are cars there. Ms. Sanderson said cars and advertising.

Mr. Jabro said when you say advertising, the advertising shows occupancy. He said it doesn't show rentals and questioned does it. Ms. Sanderson said that is correct.

Mr. Jabro said so if Mr. Abbassi's family is going to go to the beach and spend a long weekend there they might want to put that on their webpage so they don't have people trying to book a whole month. Ms. Sanderson said that is correct.

Mr. Jabro said according to and in agreement with Mr. Coment, the advertising is not the problem, it is actually the renting. Ms. Sanderson said it could be.

Mr. Jabro said let's talk about the 2018 Notice of Violation. He said there was a Code Enforcement Board hearing on September 12, 2018. He asked do you remember that. Ms. Sanderson answered yes.

Mr. Jabro said that he is going to show her a page of the minutes. He said obviously the violation address is 3766 Ocean Drive Vero Beach. He read from the minutes, "*Ms. Sanderson reported that service of the citation was provided by property posting.*" He asked did you attempt to send the citation by certified mail. Ms. Sanderson answered yes.

Mr. Jabro questioned and it came back unclaimed. Ms. Sanderson said yes.

Mr. Jabro asked did you attempt in any other way to serve them with this Notice of Hearing. Ms. Sanderson answered no.

Mr. Jabro asked did they show up. Ms. Sanderson answered no.

Mr. Jabro asked did anybody show up. Ms. Sanderson answered no.

Mr. Jabro questioned in 2015 for their Code Enforcement violation, they were actually represented by an attorney were they not. Ms. Sanderson said that she didn't recall.

Mr. Jabro said the order was sent to Rooney and Rooney PA. He asked do you recognize that name. He said they are local counsel in Vero Beach. Ms. Sanderson said yes.

Mr. Jabro asked since they were represented by counsel in 2015 did you think that it might be important to serve their attorney. Ms. Sanderson answered no. As she previously stated, she does not serve Notice of Hearings, she serves citations.

Mr. Jabro said, but they were represented by counsel. Ms. Sanderson said it seems in 2015, yes.

Mr. Jabro read from the minutes, "*Ms. Sanderson reported that the service of the citation was provided by property posting. She reported that the violation had not been corrected though the tenants that were originally interviewed have left.*" He questioned so at some point the property was vacant. Ms. Sanderson said yes.

Mr. Jabro questioned, but you didn't consider that the fine as Mr. Coment had instructed would have terminated at that point. Ms. Sanderson answered no.

Mr. Jabro read, "*the property continues to turnover and be advertised as a short term rental.*" He said from the evidence they seen today, you made observations about the vehicles, you made observations about the advertising, but he thinks as you admitted neither the advertising or the observations of the vehicles indicates to any certainty that the property is being rented. Ms. Sanderson said that could be.

Mr. Jabro commented that nobody showed up for this hearing for Mr. and Mrs. Abbassi did they. Ms. Sanderson answered no.

Mr. Jabro questioned and nobody from Rooney and Rooney showed up. Ms. Sanderson said no.

Mr. Jabro asked how did you determine that you could have two (2) separate Code cases for the same offense running when the 2017 case indicated that there was a \$500 fine per day until there was compliance, as Mr. Coment defines, which that has stopped as you said because the tenant left, but you had another Code case started on top of the first Code case. Ms. Sanderson said that is correct.

Mr. Jabro said so even though your Code indicates that the maximum penalty for a violation, such as this is \$500 a day, you have now figured out a way to make it \$1,000 a day. Ms. Sanderson said yes.

Mr. Jabro asked who told you that was proper. Ms. Sanderson said that was based on Mr. Coment at the time telling them that each violation was a separate violation.

Mr. Jabro said but Mr. Coment also said that the violation ceased when the tenancy stopped. Ms. Sanderson said that is correct.

Mr. Jabro said in here you are saying the original tenant left. Ms. Sanderson said that is correct.

Mr. Jabro asked how long was the tenant on the property. Ms. Sanderson said for 2018, a couple of days.

Mr. Jabro questioned you said in 2017. Ms. Sanderson said for 2017, not quite a week.

Mr. Jabro asked not quite a week from when. Ms. Sanderson said like February 6<sup>th</sup> to February 12<sup>th</sup>.

Mr. Jabro questioned February 6<sup>th</sup> to February 12<sup>th</sup> of 2017. Ms. Sanderson said that is correct.

Mr. Jabro asked is there any other reported tenancy after that. Ms. Sanderson answered no. She said there were people there.

Mr. Jabro questioned but you are not saying that they were short term renters. Ms. Sanderson said they could be; they could not be.

Mr. Jabro said but that's not your position now that they were, is it. Ms. Sanderson said they could be.

Mr. Jabro asked were you certain that they were renters. Ms. Sanderson said that she believed them to be, yes.

Mr. Jabro asked who. Ms. Sanderson said the people that were on site.

Mr. Jabro asked when. Ms. Sanderson said at different points during the year.

Mr. Jabro said you said here that the property continues to turnover and advertises as a short term rental. However, you said the tenants that were originally interviewed had left. Ms. Sanderson said that is correct.

Mr. Jabro asked who was there after that. Ms. Sanderson said different people.

Mr. Jabro asked is that documented anywhere. Ms. Sanderson said the vehicles on site.

Mr. Jabro said which you already have admitted to us doesn't really establish that there are renters there. Ms. Sanderson said that is correct.

Mr. Jabro asked isn't it important when you issue a citation that the property owner be served with that citation. Ms. Sanderson answered yes.

Mr. Jabro questioned and you were fully aware that Mr. and Mrs. Abbassi did not reside at 3766 Ocean Drive. Ms. Sanderson answered yes.

Mr. Jabro asked did you attempt to serve them at their residence. Ms. Sanderson said she sent them a letter.

Mr. Jabro asked how did you send it. Ms. Sanderson said by certified mail.

Mr. Jabro questioned if it came back unclaimed. Ms. Sanderson said that it did.

Mr. Jabro asked did you do anything else. Ms. Sanderson answered no.

Mr. Jabro questioned is it not a distinct possibility that Mr. and Mrs. Abbassi did not get notice of the 2017 Code Enforcement case. Ms. Sanderson said it could be.

Mr. Jabro asked is it also possible, as a matter of fact likely, that they didn't get notice of the 2018 Code Enforcement case. Ms. Sanderson said it could be.

Mr. Jabro asked did you take any steps to ensure that they did get notice. Ms. Sanderson said by posting the property.

Mr. Jabro questioned and that's it. Ms. Sanderson said yes.

Mr. Jabro asked when you went online to rent the property on the website, did you actually rent it. Ms. Sanderson answered no.



Mr. Jabro questioned you just inquired. Ms. Sanderson said yes.

Mr. Jabro asked do you know what would have happened if you had tried to rent it. Ms. Sanderson answered no.

Mr. Jabro asked do you know who David Hunter is. Ms. Sanderson answered yes.

Mr. Jabro asked have you had correspondence with Mr. Hunter. Ms. Sanderson answered no.

Mr. Jabro asked have you seen correspondence from Mr. Hunter. Ms. Sanderson answered yes.

Mr. Jabro said that he is looking at an email dated August 10, 2017 to Dave Currey and Jim O'Connor. He asked do you know who those people are. Ms. Sanderson said Mr. Currey is the Chief of Police and Mr. O'Connor was the City Manager.

Mr. Jabro asked have you ever seen this email before. Ms. Sanderson said she didn't know. She asked was that in the packet of emails on the first one (1) he showed her. Mr. Jabro said yes, it was part of the emails that were provided to him by the Clerk, Ms. Philo. He asked have you seen it before. Ms. Sanderson answered yes.

Mr. Jabro asked do you know what relevance, if anything, Mr. Hunter's comment that Mr. Abbassi is a middle eastern doctor living in Miami. Ms. Sanderson was unclear.

Mr. Jabro asked do you know of any relevance to this issue that would require Mr. Hunter to indicate that Mr. Abbassi was a Middle Eastern doctor living in Miami. Ms. Sanderson answered no.

Mr. Jabro asked is Mr. Hunter the main complainant. Ms. Sanderson said he has been a complainant, yes.

Mr. Jabro asked as a matter of fact is he is the main complainant or is he not. Ms. Sanderson said he has made several complaints regarding this property.

Mr. Jabro said he has also made comments on how he wants the money spent from Mr. Abbassi's payment of these fines. He asked isn't that true. Ms. Sanderson answered yes.

Mr. Jabro questioned just to clarify, when you made your inquiries on these webpages for these different rentals on all of the times that you talked about you never actually rented anything. Ms. Sanderson said that is correct.

Mr. Jabro said so they were just inquiries. Ms. Sanderson answered yes.

Mr. Jabro did not have any further questions for Ms. Sanderson. He noted that he does have other witnesses.

Mr. Zbrzezny asked Ms. Sanderson what governs the enforcement or the restrictions as it relates to guesthouse transient quarters in this City. He asked is it Mr. Coment's personal emails or is it the provisions of the Vero Beach Code. Ms. Sanderson answered the provisions of the Code.

Mr. Zbrzezny asked are you familiar with the Vero Beach Code. Ms. Sanderson answered somewhat.

Mr. Zbrzezny questioned you understand that in the R-1A Zoning District, guesthouse and transient quarters is not a permitted use. Ms. Sanderson said yes.

Mr. Zbrzezny questioned you understand that Chapter 60 of the Vero Beach Code, which includes a definition section. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned you have seen that before. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned specifically it talks about guesthouse and transient quarters and the definition. Ms. Sanderson answered yes.

Mr. Zbrzezny asked as a matter of fact many definitions, correct. Ms. Sanderson answered yes.

Mr. Zbrzezny asked do you rely on those definitions as contained in the Code. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is this the definition of a guesthouse and transient quarters. Ms. Sanderson answered yes.

Mr. Zbrzezny said it states transients. He asked is the term transient defined in the Vero Beach Code. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned in the same Chapter, in Chapter 60. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is transient occupancy defined in the Vero Beach Code. Ms. Sanderson answered yes.

Mr. Zbrzezny asked in fact it is directly underneath is it not. Ms. Sanderson answered yes.

Mr. Zbrzezny read from the Code, *“Transient occupancy: Any occupancy for which it is the intention of the parties that the guests’ occupancy will be temporary.”* and *“There is a rebuttable presumption that the occupancy is transient when the structure, building, dwelling, accommodation, or portion thereof, is rented to guests for periods of less than 30 days or one calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests for periods of less than 30 days or one calendar month, whichever is less.”* He asked is that the provision of the Code you rely on. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned not Mr. Coment’s emails. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked did you rely just on advertising in issuing these citations. Ms. Sanderson answered no.

Mr. Zbrzezny said in fact there was a history of key points that he put on the doc cam in his opening statement as a summary. He asked did you rely on the history. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned the history of violations. Ms. Sanderson said yes.

Mr. Zbrzezny questioned the history of renting. Ms. Sanderson said yes.

Mr. Zbrzezny asked what about not just the advertisements, but the calendars. Ms. Sanderson said the calendars and reviews.

Mr. Zbrzezny said counsel for Mr. Abbassi asked you a question, which he wanted to follow up on. He asked did the advertisements and the bookings offer use for occupancy. Did it say you can use our place for free. Ms. Sanderson answered no.

Mr. Zbrzezny questioned in fact as they saw, they charged, there were nightly rental rates. Ms. Sanderson said that is correct.

Mr. Zbrzezny questioned upwards of \$1,250 a night. Ms. Sanderson said that is correct.

Mr. Zbrzezny said let's talk about your notices. He said you made a few statements about State Statute. He asked can you tell the Board about that. Ms. Sanderson said the State Statute requires it to be sent certified or posting of the property.

Mr. Zbrzezny asked to which address. Ms. Sanderson said to the address on the Property Appraiser's website.

Mr. Zbrzezny asked is that what you did. Ms. Sanderson answered yes.

Mr. Zbrzezny asked is there anything with property taxes that gets sent to the office of the Property Appraiser. Ms. Sanderson said the Property Appraiser uses that address. She explained that the address the Property Appraiser has is utilized for tax notices.

Mr. Zbrzezny asked is there any deficiency on the taxes for that property. Ms. Sanderson said not to her knowledge.

Mr. Zbrzezny said you (Ms. Sanderson) did actually take one (1) step further. You posted it on the property itself. Ms. Sanderson said that is correct.

Mr. Zbrzezny said so it wasn't just you mailed it out certified mail, but you actually physically posted it. Ms. Sanderson said that is correct.

Mr. Zbrzezny said there was a question about January of 2018 that there was only a period of time in the beginning and counsel asked isn't that when occupancy ended. He asked didn't some of these rentals where she was able to correlate based on what was booked on line. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned whether or not there were vehicles in the driveway at the time you were there, you were there for about 10-minutes each day you went there. Ms. Sanderson answered yes.

Mr. Zbrzezny said the opposite of what Counsel said to you is true too; just because there weren't people there. He asked isn't that true. Ms. Sanderson said that is correct.

Mr. Zbrzezny asked at the time you noted cars were there during one (1) day is based on the time that you were able to observe. He asked is that correct. Ms. Sanderson answered yes.

Mr. Zbrzezny said if you went back the next day since you were only there for a 10-minute period doesn't mean that there was no one staying there. That means there were no cars observed during that 10-minutes of the day that you were there. Ms. Sanderson said that is correct.

Mr. Zbrzezny said you were asked about representation; whether or not Mr. and Mrs. Abbassi were represented. He questioned you indicated that was in 2015. Ms. Sanderson said yes.

Mr. Zbrzezny questioned that they were talking about two (2) years later. Ms. Sanderson said yes.

Mr. Zbrzezny asked do you have any knowledge or any reason to believe that they were represented at that time. Ms. Sanderson answered no.

Mr. Zbrzezny asked are you familiar with Section 61.11. Ms. Sanderson answered yes.

Mr. Zbrzezny referred to Chapter 60.11 – Noncompliance with regulations unlawful; penalties. He asked what does that last sentence say that is highlighted. Ms. Sanderson read, "*Each act of violation and each day upon which any violation shall occur shall constitute a separate offense punishable by such penalty.*"

Mr. Zbrzezny said so contrary to what was implied you didn't just make up this idea where another citation could be issued. He asked is that correct. Ms. Sanderson said that is correct.

The Board took a break at 3:52 p.m. and reconvened at 4:02 p.m.

Ms. Sanderson advised Mr. Jabro that she does have summaries that she brought with her. She said that she was not aware that she brought them so if he wants to direct his questions regarding something in the summaries perhaps she can answer them.

Mr. Jabro asked do you know what vehicles Mr. and Mrs. Abbassi and their families drive. Ms. Sanderson answered no.

Mr. Jabro asked do you know whether any of these vehicles that you said you saw were Mr. and Mrs. Abbassi's vehicle. Ms. Sanderson said that she didn't have any vehicles that were registered to Mr. and Mrs. Abbassi.

Mr. Jabro said so you don't know what they drive. Ms. Sanderson said no.

Mr. Jabro said some of the photographs that they saw showed vehicles parked in the street. Ms. Sanderson said yes.

Mr. Jabro asked was there any way that she determined that those vehicles belonged to the house as opposed to some place else. Ms. Sanderson answered yes.

Mr. Jabro asked how. Ms. Sanderson said by seeing them on site and seeing them leaving the property.

Mr. Jabro asked seeing who leave the property. Ms. Sanderson said those vehicles.

Mr. Jabro asked when did that occur. He said you didn't mention that earlier. Ms. Sanderson asked what is the question.

Mr. Jabro asked when you saw the vehicles on the street, did you sit there and wait for them to leave. Ms. Sanderson answered no.

Mr. Jabro questioned every vehicle whose picture you showed them of vehicles on the street you actually saw someone get in and drive away. Ms. Sanderson said yes.

Mr. Jabro questioned every one. Ms. Sanderson said the ones on the street, yes.

Mr. Jabro said the section of the Code that was cited by Counsel indicated that you could give a citation if there was a repeat violation. Ms. Sanderson said that is correct.

Mr. Jabro asked what is the difference between a repeat violation and a continuing violation. Ms. Sanderson said a continuing violation would be an ongoing violation and a repeat violation would be a new violation of an already cited violation.

Mr. Jabro questioned so these were continuing violations by the order that imposed the \$500 a day penalty until the violation was in compliance. He questioned the 2017 order was for \$500 a day for a continuing violation that was to run until the violation was in compliance. Ms. Sanderson said that is correct.

Mr. Jabro asked did that ever happen before the 2018 violation hearing. Ms. Sanderson answered no.

Mr. Jabro asked in a Code Enforcement case, who has the burden of proof. Ms. Sanderson said she does.

Mr. Jabro asked so speculation and conjecture is not proof, is it. Ms. Sanderson answered no.

Mr. Jabro said that he did not have any further questions.

Mr. Zbrzezny asked did you run the vehicle plates for the vehicles that you observed. Ms. Sanderson answered yes.

Mr. Zbrzezny questioned if any of them came back to Mr. and Mrs. Abbassi. Ms. Sanderson said no.

Mr. Zbrzezny questioned any of them with the last name Abbassi. Ms. Sanderson said no.

Mr. Zbrzezny did not have any further questions.

Mr. Jabro asked do you know whether Mr. and Mrs. Abbassi drive vehicles in their own names. Ms. Sanderson answered no.

Mr. Jabro asked do you know who their housekeeper is. Ms. Sanderson answered no.

Mr. Jabro asked do you know who their yard person is. Ms. Sanderson said that she has seen the company, but does not recall their name.

Mr. Jabro asked do you know whether anybody that works on the house for Mr. and Mrs. Abbassi drives their own vehicles. Ms. Sanderson said that is possible.

Mr. Zbrzezny asked do you have some suspicion as to who their housekeeper may be. Ms. Sanderson said there was a local vehicle that was noted a couple of times, yes.

Mr. Zbrzezny asked was that in between rentals. Ms. Sanderson answered yes.

Mr. Jabro asked was the housekeeper's vehicle listed on your list. Ms. Sanderson answered yes.

Mr. Jabro said so it was one (1) of the vehicles that you noted and that you based this turnover on. Ms. Sanderson said yes.

Mr. Jabro questioned and you knew it was the housekeeper's vehicle. Ms. Sanderson said that she did not know it was the housekeeper's vehicle. She assumed it could be the housekeeper or someone working at the house.

Mr. Jabro said again, speculation. Ms. Sanderson said that is correct.

Mr. Jabro called Mr. Randy Rendon.

Mr. Jabro asked if you have been sworn. Mr. Rendon said yes.

Mr. Jabro asked can you tell the Board your full name. Mr. Rendon stated his name.

Mr. Jabro asked what do you do for a living. Mr. Rendon said that he manages real estate.

Mr. Jabro asked do you have a service that you provide for Mr. and Mrs. Abbassi as far as rentals. Mr. Rendon answered yes. He said that he is the sole renter of their real estate.

Mr. Jabro asked when you say that, you are stating that you are the sole rental agent. Mr. Rendon said yes.

Mr. Jabro asked how long have you been doing that. Mr. Rendon said for them, since approximately 2014.

Mr. Jabro asked in 2015 did you become aware that there was a Code Enforcement case based on the violation of the short term rental Ordinance in Vero Beach. Mr. Rendon answered yes.

Mr. Jabro asked what steps did you take with regard to that notice of violation. Mr. Rendon said he contacted Ms. Sanderson and also hired counsel to educate them with the matter and to represent them because they had a hearing.

Mr. Jabro asked with regard to the 2015 Code Enforcement hearing notice, what did you do. Mr. Rendon said that he contacted an attorney's office here in Vero Beach and asked them to assist them with the violation notice.

Mr. Jabro asked after the violation hearing and the order, did he make any changes with regard to the rental of Mr. and Mrs. Abbassi's oceanfront home. Mr. Rendon said he did immediately.

Mr. Jabro asked what were those. Mr. Rendon said that you cannot rent for less than a month.

Mr. Jabro said you heard the testimony of Ms. Sanderson with regard to the webpages and the advertising. He asked can you tell him what that is all about. Mr. Rendon said as he listened to them explain how or what they were seeing he doesn't think they have knowledge of how these platforms work. For example, with Airbnb, even if you were to put a minimum of one (1) month or whatever the minimum is, Airbnb and the other sites by fault break it down per night. It will always give you a per night rate. If you say a minimum of 30 days at \$30,000, Airbnb will say \$1,000 a night. He explained that you cannot go on and book it for those nights even if it says three (3) to five (5) nights at a minimum. All you have is a request. If you continue the request and say you want a week or three (3) days and try to book you would encounter his office telling you that you cannot book for a week or two (2) weeks. There is a minimum amount.

Mr. Jabro asked with regard to the calendars, can you explain whether the calendars are dispositive of anything or not. Mr. Rendon said that he keeps hearing bookings and those are not bookings. He said those are being blocked so whenever you see a calendar that has a dark spot that doesn't mean that it is a booking. It means it is blocked. It is probably his office putting in that Mr. and Mrs. Abbassi are going to be occupying their property and separate those dates. He said they (Mr. and Mrs. Abbassi) will call him frequently that they have friends going over and for him to make sure everything is okay and part of what he does, is block those dates. He said another thing is those calendars are not indicative. He explained that they use different platforms to market their different properties and they have a centralized calendar. He said those calendars on the sites mean nothing to what is going on in any of the properties that he manages. He said they have a centralized calendar that they control and it is none of those shown.

Mr. Price asked wouldn't that upset the person trying to make the booking when they realize the calendar is incorrect. Mr. Rendon answered no. He said the reason why they don't reflect the real time bookings on any of the calendars on the sites is because someone might inquire for a week and they can tell them that it is not available, but make them another offer. He said they don't limit themselves by filling in their calendars. They also can offer a different home to rent.

Mr. Price said when someone goes on a site and makes a request and it is approved, wouldn't that request show that the whole month is full. He asked if the minimum is 30 days and someone goes on the site and makes a booking and the booking goes through, wouldn't that be reflected on the calendar accurately. Mr. Rendon said never. Those bookings will never be reflected on the calendars that they saw. They would be reflected on his calendar because he has proprietary software that unites all the calendars so they don't have incidences like double bookings.

Mr. Price asked then wouldn't it be better to have nothing on the calendar. Mr. Rendon said what he is thinking when seeing those calendars is that those are probably from the owners telling him to make sure they are separated.

Mr. Pizzichillo asked what would that be. Mr. Rendon said owner blocks.

Mr. Pizzichillo questioned the owners are going there. Mr. Rendon said the owners will or whoever they want, but they call him and say nothing is happening ....

Mr. Pizzichillo asked are you aware of the Abbassis' ever going to that property. Mr. Rendon answered yes.

Mr. Rendon said that he visited the property and his family visited the property.

Mr. Pizzichillo said the Abbassis' have visited the property. He asked is that correct. Mr. Rendon said of course, it is their property.

Mr. Jabro asked with regard to Ms. Sanderson's experience in attempting to inquire a three (3) or five (5) night rental, even if she had attempted to actually rent that time would she have been allowed to. Mr. Rendon answered no.

Mr. Jabro asked is it your testimony that after the 2015 Code Enforcement case that you changed your advertising of the residence or your advertising parameters so that it could only be rented for not less than 30 days. Mr. Rendon said not necessarily the advertisement parameters. It is the renting protocol. The advertising stays the same, but you cannot rent it for less than a month.

Mr. Price said the Code said the violation is the fact that it was advertised as less than 30 days. He said the Code doesn't say that you can get on this site and make a reservation for less than 30 days.

Mr. Jabro said as Mr. Coment's email said, it is an evidentiary issue. It is a rebuttable presumption, it doesn't make advertising illegal. He said the advertising is not the illegal part.

Mr. Price said the advertising for less than 30 days. Mr. Jabro said no.

Mr. Price said not according to the email, but according to the Code.

Mr. Jabro said they are looking at the Code.

Mr. Jabro said the important part states, "*there is a rebuttable presumption that the occupancy is transient.*"

Mr. Price said so rebuttable basically means the Board decides how to interpret it. Mr. Jabro said that is right. It is rebuttable by evidence. It has to be rebutted by evidence.

Ms. Blom-Ramos said it is the occupancy or the advertisement.

Mr. Price said knowing whether or not you can actually post it or make the reservation really isn't part of this. It is whether or not it shows less than 30 days as an option.



Mr. Jabro said the question is, is there evidence to rebut the fact that this advertisement is for less than 30 days of one (1) calendar month whichever is less. The evidence that Mr. Rendon is telling them is that no matter if the person can't get from point "a" to point "b", they can't get less than 30 days and he (Mr. Rendon) put that perimeter in this. He said Airbnb and places like that take whatever you give them as far as a yearly rate and divide it by 365 days and give you a nightly rate whether you want it or not.

Mr. Rendon said they have tried. He has called them and spent lots of time with them trying to get them to change it and they won't.

Mrs. Hillman said Mr. Rendon stated that the calendar means nothing, but she has proof that they do because she had a vacation rental herself in 2010. She said she used the calendar and the blackouts are occupancy. She said that she was fined by this Board for renting out less than 30 days so she knows the calendars are not false. She said when you do put up on the website three (3) to five (5) day rentals, that is what they are advertising for. You are not advertising for 30 days and this she knows as a fact.

Mr. Rendon agreed. He said with all due respect, they use over 300 platforms, like Airbnb, VRBO, HomeAway, TripAdvisor, and so on ...

Mrs. Hillman said she used five (5).

Mr. Rendon continued stating they use software that centralizes all these calendars. He said if he takes one (1) property that is advertised on all these different what they call channel partners, these Airbnbs, etc., they would not all be in agreement. The only calendar that reflects the reality of each property is his software calendar. So, whenever you have this spillover, which is what they are seeing, he is looking at it asking why is that happening and the only thing that he could explain to himself is that those have to be manually inputted blocks where someone in his company was told to block them out and one of his many employees decided to go in and block them out. If they were to compare that with HomeAway and other ones he guarantees they will not be the same.

Mr. Pizzichillo asked are you personally aware of any short term rentals in reference to this property they are discussing here. Mr. Rendon answered yes. He said prior to 2015 ...

Mr. Pizzichillo questioned nothing in 2016, 2017, 2018, or 2019. Mr. Rendon said no.

Mr. Pizzichillo questioned that is your testimony. Mr. Rendon said yes.

Mr. Pizzichillo asked did you say that the Abbassis' rented their property. Mr. Rendon said not rented it. It is their property. They visited it.

Mr. Pizzichillo questioned they did go there. Mr. Rendon said yes.

Mr. Pizzichillo asked could we assume that they did see the posting then. Mr. Rendon asked what posting. Mr. Pizzichillo said what Ms. Sanderson posted. Mr. Rendon said that he didn't think you could assume that. Mr. Pizzichillo said that he does.

Mr. Jabro had no further questions.

Mr. Zbrzezny asked do you manage the webpages. Mr. Rendon said his company does and he supervises the management of it.

Mr. Zbrzezny questioned so your testimony was that these individual platforms break down the monthly rental rate into days. Mr. Rendon said yes.

Mr. Zbrzezny asked what about the three (3) to five (5) night stays. He asked isn't it true that it was advertised for three (3) to five (5) nights. Mr. Rendon said yes, all of them are. He said if you go on his website right now and look at every single one of his properties they will all say three (3) to five (5) nights.

Mr. Zbrzezny asked Mr. Rendon if he was here today during Ms. Sanderson's testimony. Mr. Rendon said yes.

Mr. Zbrzezny said you heard that after the dialogue that all of those advertisements were compliant. He said on May 8<sup>th</sup> they were non-compliant. After the conversation with the title company the next day they were compliant. Mr. Rendon said no. The advertisements as he understands it, it was not necessarily that they were compliant. They removed them because they (the Abbassis') were selling the house.

Mr. Zbrzezny asked is it also your testimony that VRBO and these other platforms break it down and provide different rates for nights or weekends. Mr. Rendon answered yes.

Mr. Zbrzezny asked if they do the weekend different. Mr. Rendon said that he did not know.

Mr. Zbrzezny said and you saw there was advertisements that had a greater rate for the weekend than the weekday. Mr. Rendon said yes he thinks that is what he saw, but he wouldn't be able to tell him how that happens on their site.

Mr. Zbrzezny said you stated these calendars mean nothing. He asked do you control the calendars on VRBO. Mr. Rendon said he can, but he doesn't.

Mr. Zbrzezny questioned so you didn't put in those inputs. Mr. Rendon said personally, no.

Mr. Zbrzezny questioned the ones we saw for one (1) week, two (2) weeks, you didn't personally put those in. Mr. Rendon said no, not necessarily. He said you will notice that you said we have three (3) to five (5) night minimum is what all the properties are advertised, yet he saw that Ms. Sanderson noted that people were there for one (1) night and that is another thing that he asked himself; how can that be possible because even if they have the three (3) to five (5) night minimum, which a lot of his properties do, like he said all of his properties advertisements will say three (3) to five (5) nights and if you try to book some of them that have these certain minimums, which some places have a week minimum, some places have a month minimum and you won't be able to book it. Yet he noticed that there were some observations that were rented for one (1) night and that is also an impossibility.

Mr. Zbrzezny said so you did see all those observations of vehicles that were there for one (1) day. He asked is that correct. Mr. Rendon answered yes.

Mr. Zbrzezni questioned and you would agree actually that Ms. Sanderson's testimony was not that they stayed one (1) night, but that was the only day she observed them there. Mr. Rendon said yes.

Mr. Zbrzezni said you stated that Mr. and Mrs. Abbasi were on the property at some point. Mr. Rendon said obviously.

Mr. Zbrzezni asked which one of those cars were theirs. Mr. Rendon said that he didn't detail all the plates and he wouldn't know what their plates are. He said that he knows what cars they drive, but does not know what their plates are.

Mr. Zbrzezni questioned you didn't cross reference the timeframe to say that was Mr. and Mrs. Abbasi. Mr. Rendon said not from where he was sitting. He said that he would have to look at calendars and things.

Mr. Zbrzezni questioned you said in the 2015 citation that the property was brought into compliance. Mr. Rendon said that is correct and he has a report that it was brought into compliance.

Mr. Zbrzezni said that he understood. He questioned so your testimony here today was that no one rented for less than 30 days or one (1) calendar month after that. Mr. Rendon said after 2015.

Mr. Zbrzezni said you were here today and heard Ms. Sanderson's testimony as to at least two (2) different tenants that she spoke to who indicated that they rented for a week or a few days. He asked is that correct. Mr. Rendon said that is correct.

Mr. Zbrzezni asked are you saying those people lied. Mr. Rendon answered no. He is just saying that it doesn't mean anything to him because there are people who would contact him to rent for three (3) weeks and he would say for an extra hundred dollars they could rent for the month so he could be in compliance and he would rent them for the month, but that doesn't tell him how long they actually stayed there. So if they spoke to her they could say that they were going to be there "x" amount of time. He doesn't control how much time they are actually there. He only controls how much time they can rent. Whether they stay there the whole month or not, he doesn't control that.

Mr. Zbrzezni said so what you are saying is that someone who is only going to rent for three (3) weeks as long as his contract was going to be a month that is fine. Mr. Rendon said no, it is the payment as well. They have to pay for the month.

Mr. Zbrzezni had no further questions.

Mrs. Hillman asked are you aware if the owners have a State tax license to rent for 30 days or more. Mr. Rendon said that he was not aware if they have a State tax license. He does know that platforms like Airbnb collect those taxes and remits them to the State.

Mrs. Hillman said that she needed a State tax license when she was renting her home and she had to directly pay the State for the nights that were occupied. She is trying to fill in the gaps. Mr. Rendon said Airbnb will do that for you.

Mr. Pizzichillo asked Ms. Sanderson has it been your experience in the past that sometimes you will send a certified letter and it will come back because the person did not sign it, but still may be living in the house. He asked have you had that experience. Ms. Sanderson answered yes.

Ms. Blom-Ramos pointed out to the Board that the notice requirements in Chapter 162.12 of the Florida Statutes requires certified mail and at the option of the local government the return receipt requested so you just have to do certified mail.

Mr. Pizzichillo questioned but we do post beyond that. Ms. Blom-Ramos said yes.

Mrs. Hillman asked Ms. Sanderson when you received the certified mail back you did post it on the Tax Collector's website or wherever it is that you post it. Ms. Sanderson said she posted the citation physically on the property.

Ms. Blom-Ramos said that is also an optional choice of the City as well.

Mrs. Hillman said so anyone who is staying at that piece of property and the citation was posted there knew that the home was in violation at that point. She asked if she is correct. Ms. Sanderson said if they were on the site during the time frame the citation was posted.

Mrs. Hillman said so if the realtor went there or the owners went there, they were aware that the citation was posted. Ms. Sanderson said or as Mr. Jabro said if it was the housekeeper or a worker was there.

Mrs. Hillman said so there should have been several people that were aware that there was a citation on the home just by that being posted. Ms. Sanderson said right because citations would be posted and then at a later date you would see that the citation was not there.

Mr. Price asked Ms. Sanderson when she is online looking for these listings, does she see listings for 30-day minimum. Ms. Sanderson answered yes.

Mr. Price asked if you see the 30-day minimum, do you look at them anyway. Ms. Sanderson answered no.

Mrs. Hillman said Ms. Sanderson acknowledged that she spoke with Mrs. Abbasi at one point after the 2015 citation was paid and she stated that she was aware of the City Code as far as vacation rentals. Mrs. Sanderson said that is correct.

Mr. Price asked what happened in 2016. He asked if there were continued violations, why was 2016 skipped. Ms. Sanderson said it continued to be advertised and vehicles continued to be monitored.

Mr. Price said but, you didn't actually cite them until 2017. Ms. Sanderson said not until she had someone who would admit that they had rented the home for a short time. She said there were times where she dialogued with people who would state that they were staying for a while or were staying for a month and then in a week or so their vehicles would be gone.

Mrs. Hillman asked the fact that you had the complaint that the property had been noticed with different vehicles on the property, is that another reason she would have gone to the property

to verify it. Ms. Sanderson said that she continued to monitor the property to find if it was in compliance.

Mrs. Hillman said but, you did have a complaint. Ms. Sanderson said yes, there were complaints.

Mr. Pizzichillo asked is the Board to determine on the two (2) cases, #17-CE-7330 and Case #18-CE-8775.

Ms. Sherri Philo, Deputy City Clerk, explained that the Board would need to make a separate motion for each case.

Mrs. Hillman said it is her understanding that this is coming back before the Board because the home is for sale and they cannot close on it. Ms. Sanderson thought that was correct. She said the title company reached out to her. She said that she did receive a telephone call from the new owner asking when this case would be heard because she wanted to move her furniture in.

Mrs. Hillman said then this probably would have continued if the house wasn't for sale is the way that she is understanding this. Ms. Sanderson said that is possible.

Mr. Pizzichillo said that he would like to make a concluding statement from his point of view. He felt that Mr. Jabro did an outstanding job. However, he is cognizant of the facts and believes there is compelling and overwhelming evidence that a violation did exist and that a proper solution legally from this dais should be made.

Mrs. Hillman referred to the Board orders stating that these are the orders that were put forward by the Board and they cannot ignore their own orders. This has been in violation, it came into compliance, and it went into violation again. She said the Board put the order forward and cannot ignore it. She believes that they need to vote on this today and decide the fines, if any.

Mr. Kennedy agreed. He said that he sees intent, he sees that the house was regularly rented to guests, and he sees that it had not been rebutted by facts that sway him. He concurred with his fellow Board members.

#### **Case #17-CE-7330**

**Mr. Pizzichillo made a motion that on Case #17-CE-7330 / 1034M that he finds there is and was a violation, the continuing penalties came to 815 days x \$500 per day, which came to \$407,500, plus the civil penalty of \$500 for a total of \$408,500 plus costs.**

Ms. Blom-Ramos said they also need a date of compliance.

**Mr. Pizzichillo added to his motion that the date of compliance is May 9, 2019.**

Ms. Blom-Ramos suggested that they add to the motion to have the Clerk verify the dollar amounts that he stated and it is subject to verification of the dollar amounts.

**Mr. Pizzichillo agreed to add that to the motion.**

Ms. Blom-Ramos explained that it is subject to verification of the dollar amounts.

**Mr. Pizzichillo restated the motion that he finds they had compliance on May 9, 2019, 815 days times \$500 per day equals \$407,500, plus the original civil penalty of \$500, plus court costs, cost of enforcement, attorney fees, be included in the ultimate penalty.**

Ms. Blom-Ramos added all to be verified by the City Clerk.

**Mr. Pizzichillo said that is his motion. Mr. Kennedy seconded the motion and it passed unanimously.**

**Case #18-CE-8775 / 1508M**

**Mrs. Hillman made a motion that for 270 days at \$500 a day, plus costs, plus the original civil penalty of \$500, the property is in compliance on May 9, 2019 and her recommendation is that the Clerk will verify the amount of \$135,500.**

Mr. Price felt that this was double charging so he doesn't feel comfortable. He thinks that you could go crazy either way. That every time you suspect there is a rental that you could come up with a new citation and this could go crazy if you start this. He said that he would vote against that.

Mrs. Hillman asked Ms. Sanderson, didn't the second penalty start with the violation of turtle lighting. Ms. Sanderson said that is correct. It was issued in 2018.

Mrs. Hillman said that was never paid. She asked is she correct. Ms. Sanderson answered yes.

Mr. Price said it was brought into compliance. Ms. Sanderson said that is correct. But as Mr. Zbrzezny pointed out, fines are in place to get compliance. Otherwise the fine amount is just factored into the cost of doing business.

Mr. Price said it is his opinion that the \$408,000 penalty is enough.

Mrs. Hillman asked when did the turtle lighting violation come into compliance. Ms. Sanderson said that came into compliance immediately when the light was turned off.

Mr. Zbrzezny said that he did not want this issue to be confused. They are not here on the turtle lighting issue.

Mrs. Hillman said that she understood that, but they are discussing the second penalty, which she thought started at that point.

**Mrs. Hillman withdrew her motion since they did come into compliance that very day.**

Mr. Price noted that they are discussing this case (18-CE-8775).

Mrs. Hillman said that is why she withdrew her motion. She was under the assumption that it did not come into compliance, which is why she was making the motion.

Mr. Kennedy asked is that going to be inconsistent with their finding on the first case. He asked should they fine them a dollar just to be consistent in finding a violation even though they may reduce the amount.

Ms. Sanderson said for a point of clarification, Mrs. Hillman said the property came into compliance, but she was talking about the turtle lighting. Ms. Sanderson said the turtle lighting case is separate. She said the turtle lighting came into compliance, but was not paid. What is on the table now is the secondary guest quarters transient occupancy case. Mrs. Hillman said that is correct.

Ms. Sanderson said that came into compliance on the same date as the 2017 case. Mrs. Hillman said, yes on May 9<sup>th</sup>, correct.

Mr. Pizzichillo said that he knows this property was posted and that certified mail was sent. He said 815 days is a long time. He said 270 days is a long time. He said maybe they should cut some of it off, but he doesn't think it should be one-dollar. He said that Ms. Sanderson has spent many hours on this and he thinks the Board has to do what they have to do. He doesn't want to give them zero and he doesn't want to give them a dollar. He said something between one-dollar and \$135,500 that he would be happy with and if it is reasonable he will vote for it. If not he will vote no.

Mr. Price said don't forget, these are the same violators. This is the same property.

Mr. Pizzichillo said yes, but he is going by the law that they are permitted to do that. If they are not permitted to do it then he is all in favor of what Mr. Price is saying.

Mr. Price said as a Board they are allowed to negate it.

Mr. Pizzichillo said that is correct. He said you have your opinion and I have mine. So, put it to a vote.

Mrs. Hillman said that she would amend her motion.

**Mrs. Hillman made a motion on Case #18-CE-8775 / 1508M that the penalty be \$67,750, which is half of the original penalty, plus the civil penalty of \$500 and the costs with the final number to be finalized by the Clerk and that it came into compliance on May 9, 2019. Mr. Pizzichillo seconded the motion and it failed 2-2 with Mr. Kennedy voting no, Mr. Pizzichillo yes, Mrs. Hillman yes, and Mr. Price no.**

Mr. Price said that he had zero, but he has a feeling that may not pass either.

Mr. Kennedy said that he would change his vote then to the \$67,500 in an effort to get this over with.

Mr. Price asked how about if he makes a motion for half of the \$67,500.

**Mr. Price made motion that Case #18-CE-8775 / 1508M is in compliance as of May 9, 2019, that continuing penalties accrue to only 25% of the \$135,000 plus costs (to reduce the penalty to 25% of the original amount of \$135,500).**

Mr. Pizzichillo thought that Mr. Price stated to split it in half.

Mr. Price said no, 25%.

Ms. Philo questioned is it 25% of the amount given by Mrs. Hillman.

Ms. Blom-Ramon said it is 25% of the original amount.

**Mr. Kennedy seconded the motion and it passed unanimously.**

- c. **CASE #18-CE-9345 / 1717M**  
**VIOLATOR:** Mills, Short & Associates, LLC / James W. Mills,  
Agent  
**VIOLATION:** Failure to register alarm with the Vero Beach  
Police Department  
**VIOLATION ADDRESS:** 700 22<sup>nd</sup> Place, Suite 2C, Vero  
Beach, Florida 32960  
**(Code Officer found in compliance on May 6, 2019.  
Continuing penalties from February 24, 2019 through May  
5, 2019 = 71 days x \$50 per day = \$3,550, plus cost of  
enforcement of \$75.53 = a total of \$3,625.53, plus costs). (The  
initial civil penalty of \$50 has been paid)**

Ms. Sanderson reported that this case is being brought back before the Board to find that the violation was corrected on May 6, 2019 and to cease the continuing penalties as of that date.

**Mr. Price made a motion that Case #18-CE-9345 is in compliance.**

**Mr. Price withdrew his motion to discuss this case.**

Mr. Price asked is this for alarm registration.

Ms. Sanderson answered yes. She explained that the alarm has to be registered with the Police Department giving them information on who the key holders are and what type of alarm they have. She said when they received a warning citation for a false alarm it was verified that the alarm was not registered.

Ms. Sanderson explained that this case previously came before the Board and the Board issued a Board order to correct and the case is being brought back before the Board to give them the date it was corrected.

The Deputy City Clerk swore in Mr. Wakefield.

Mr. Ken Wakefield said that he is representing the alarm company. He said that he was notified by Mr. Jason Short that they had stopped using the alarm as of the date the permit citation was issued so they were not using the alarm until they received the permit. He said that there was a communication error between himself and Mr. Mills, which is why there was a delay in filing the permit. He explained that he thought Mr. Mills was taking care of it and Mr. Mills thought he was taking care of it.



Mr. Price asked isn't it the responsibility of the owner to register the alarm.

Mr. Wakefield said they do it for their clients because the County requires them to do it so they do it for their City clients as well. He said in this instance they sent in the paperwork without payment. He explained that they had attached a note that their client is being billed for the fee. He said they assumed it was done in December and then in February or March they received the citation.

Ms. Sanderson said this case came before the Board in February and Mr. Mills said that he would come in the next day to pay the fine and to register the alarm. She said this information was in an email dated February 14, 2019 that he would come the following day to pay and to register the alarm. She said when Mr. Wakefield's company registered the alarm she requested that his company be copied on the Notice of Hearing to bring the property in compliance. She said that Mills, Short, and Associates were also noticed.

Mr. Kennedy asked Mr. Wakefield if he is stating it is his fault.

Mr. Wakefield didn't think it was anyone's fault. He thought the issue was that they stopped using the alarm. He said that he didn't know that they stopped using the alarm and he actually invoiced them for those months and he was then told that they were not using the alarm because they didn't have the permit. He was under the impression that they were going to get the permit. He said their Office Manager asked him the process, he gave her the paperwork, and when they came to register the alarm there was an issue with the check. He did not know all the details. He said that he ran into Mr. Short and through conversation it came up that the alarm was not registered and he wanted to get it registered. He said he thought the date that he ran into Mr. Mills was Friday, May 3, 2019 and then he came in the following Monday to pay the \$30 fee and was told the fee was \$15 so he came in the following day with a check for \$15 and got the alarm registered.

Ms. Sanderson said the alarm was registered on May 7, 2019.

Mr. Wakefield thought it was the violator's stance that they were not using their alarm for that period of time because they didn't have a permit. He said that he still doesn't know if they are actively using the alarm.

Mr. Kennedy asked Ms. Sanderson for her recommendation.

Mr. Price said that he would like to argue that this could happen to anyone.

Mrs. Hillman said the violator did not come in the next day as he stated he would.

Mr. Wakefield felt that it came down to a communication breakdown.

Mr. Price asked why isn't the property owner present.

Mr. Wakefield said that he was present, but had to leave.

**Mr. Kennedy made a motion that the Board reduce the fine to \$150 plus costs and that the property is in compliance for Case #18-CE-9345 / 1717M (penalty reduced from**

**\$3,550 continued penalty to \$150 plus cost of enforcement, attorney fees, and recording fees). Mr. Pizzichillo seconded the motion and it passed unanimously.**

- d. CASE #18-CE-9649 / 1873M**  
**VIOLATOR:** US Bank Trust NA (TRS)  
**VIOLATION:** Public nuisance – stagnant unsecured pool  
**VIOLATION ADDRESS:** 2208 Buena Vista Boulevard, Vero Beach, Florida 32960  
**(Code Officer found in compliance on May 21, 2019. Continuing penalties from March 29, 2019 through May 20, 2019 = 53 days x \$50 per day = \$2,650, plus the initial civil penalty of \$50 and cost of enforcement of \$40.24 = a total of \$2,740.24, plus costs).**

Ms. Sanderson reported that the property was found in compliance on May 21, 2019. She requested that the Board find the property in compliance on May 21, 2019 and to assess the continuing penalties.

**Mr. Pizzichillo put that in the form of a motion (that the Board finds the property in compliance as of May 21, 2019, to cease the continuing penalties as of May 21, 2019, and to assess the continuing penalties, cost of enforcement, and costs to the City). Mr. Kennedy seconded the motion and it passed unanimously.**

- e. CASE #19-CE-9918 / 1989M**  
**VIOLATOR:** United Against Poverty, Inc. / Austin Hunt, Agent  
**VIOLATION:** False alarm  
**VIOLATION ADDRESS:** 2746 US Highway 1, Vero Beach, Florida 32960  
**(Failure to pay \$250 civil penalty)**

This item was pulled from today's agenda.

- f. CASE #19-CE-9904 / 1851T**  
**VIOLATOR:** Wild Thyme Catering  
**VIOLATION:** False alarm  
**VIOLATION ADDRESS:** 1785 Old Dixie Highway, Vero Beach, Florida 32960  
**(Failure to take mandatory class)**

Mr. Ramsey reported that payment was received for the citation. He explained that part of the citation is that they take a mandatory alarm user awareness class, which has not been taken. He reported that he spoke with them just prior to today's hearing and they stated they would take the class in the next few days. They apologized stating that they did not see it on the citation that they were to take the class.

Mr. Kennedy asked Mr. Ramsey for his recommendation.

Mr. Ramsey recommended that the Board issues a Board order for failure to take the mandatory class requesting that he does.

**Mr. Kennedy put that in the form of a motion (that the Board issues a Board order for failure to take the mandatory class requested that they take the mandatory alarm user awareness class). Mr. Pizzichillo seconded the motion and it passed unanimously.**

- g. CASE #19-CE-9814 / 1813T**  
**VIOLATOR:** E&G Investment Properties, LLC  
**VIOLATION:** Large collection of furniture, television, and other debris placed on north side of property  
**VIOLATION ADDRESS:** 1825 14<sup>th</sup> Avenue, Vero Beach, Florida 32960  
**(Failure to pay \$500 civil penalty)**

Mr. Ramsey reported that this is a repeat violation. It is an apartment complex that continuously stores their excess furniture in a pile on the side of the property. He has cited them several times.

**Mr. Pizzichillo made a motion that the Board finds the property in violation and to assess the necessary monies, the penalties, fines, costs of enforcement, etc.**

Mr. Price questioned continued penalties.

Ms. Philo asked is the property in compliance.

Mr. Ramsey answered yes.

Ms. Philo explained then the Board would be issuing a Board order to pay.

Ms. Blom-Ramos asked what is the date they were found in compliance.

Mr. Ramsey said the requested compliance date was April 29, 2019 and the actual compliance date was May 13, 2019.

**Mrs. Hillman seconded the motion and it passed unanimously (to find that there was a violation, the violation has been corrected, and issue a Board order to pay the \$500 civil penalty).**

- h. CASE #19-CE-9826 / 1820T**  
**VIOLATOR:** Arhethia, Inc.  
**VIOLATION:** False alarm  
**VIOLATION ADDRESS:** 1555 US Highway 1, Vero Beach, Florida 32960  
**(Failure to pay \$50 civil penalty)**

This item was pulled from today's agenda.

- i. CASE #19-CE-9097 / 1808T**  
**VIOLATOR:** Vino Royal, LLC

**VIOLATION:** Dock constructed without approvals from the City of Vero Beach or permitting form the Indian River County Building Department

**VIOLATION ADDRESS:** 97 Royal Palm Pointe, Vero Beach, Florida 32960

**(Failure to correct violation, failure to pay \$100 civil penalty)**

This item was pulled from today's agenda.

- j. CASE #19-CE-9891 / 1974M**  
**VIOLATOR:** T Mobile / Magenta Wireless, LLC / JLG Corporate Services, Inc., Agent  
**VIOLATION:** False alarm  
**VIOLATION ADDRESS:** 524 21<sup>st</sup> Street, Vero Beach, Florida 32960  
**(Failure to take mandatory class)**

Ms. Sanderson reported that they were cited for a false alarm and because this was their fourth false alarm a mandatory alarm user awareness class was required and they have not completed the class. She reported that the citation was mailed to T Mobile's registered corporate agent, as well as to the local store because ideally they are the ones who should take the class; that is who is activating the alarm falsely. She requested that the Board issues a Board order requiring them to take the class.

**Mr. Price made a motion that they are required to take the mandatory class.**

Ms. Sanderson asked that they take the class within 10 days.

**Mr. Price added to his motion that they take the class within 10 days (that the Board issues a Board order to take the alarm user awareness class within 10 days). Mr. Pizzichillo seconded the motion and it passed unanimously.**

- k. CASE #19-CE-9875 / 1839T**  
**VIOLATOR:** Vero Beach Eats, LLC d/b/a Moe's Southwest Grill  
**VIOLATION:** False alarm  
**VIOLATION ADDRESS:** 1601 US Highway 1, Vero Beach, Florida 32960  
**(Failure to pay \$100 civil penalty)**

Mr. Ramsey reported that service of the citation was received and the civil penalty has not been paid. He requested a Board order to pay the \$100 civil penalty.

**Mr. Kennedy put that in the form of a motion (that the Board issues a Board order to pay the \$100 civil penalty). Mr. Pizzichillo seconded the motion and it passed unanimously.**

## **6. OLD BUSINESS**

None

**7. ADMINISTRATIVE MATTERS**

- A) CASE \$19-CE-9651 / 1874M**  
**VIOLATOR: US Bank Trust NA (TRS)**  
**(Request Board to rescind motion for Board Order that was made on May 8, 2019)**

Ms. Philo reported that this case was heard by the Board on May 8, 2019, and the Board made a motion to issue a Board order. However, it was discovered that the wrong date was reported to the Board and the Board included that date in their motion for a Board order. Because there was an issue with the date, a Board order was not prepared with the intent to bring it back before the Code Enforcement Board for correction. In the meantime, the violation was corrected and the civil penalty was paid. Therefore, she is requesting that the Board rescind their motion of May 8, 2019.

**Mr. Kennedy put that in the form of a motion (to rescind their previous motion for this case). Mr. Pizzichillo seconded the motion and it passed unanimously.**

**8. CLERK'S MATTERS**

None

**9. ATTORNEY'S MATTERS**

None

**10. CHAIRMAN'S MATTERS**

None

**11. MEMBER'S MATTERS**

Mr. Pizzichillo requested that the Board cancel their meeting in July.

**Mr. Price made a motion to cancel their July meeting and resume their normal time in August. Mr. Kennedy seconded the motion and it passed unanimously.**

**12. ADJOURNMENT**

Today's meeting adjourned at 5:02 p.m.

/sp