IN AND FOR THE CITY OF HAINES CITY, FLORIDA

VIOLATION NO: 34118

IN RE: MARLEY DR

27-27-33-000000-022020

S1/2 OF SE1/4 OF SE1/4 LESS N 327 FT & LESS R/W & LESS R/W FOR CR 544 & 30TH ST AS DESC IN OR 4974 PG 1081

CITY OF HAINES CITY, a Florida municipal corporation,
Petitioner

v.

JW LOGISTICS CORP
PO BOX 3901
HAINES CITY, FL 33845-3901

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE was heard before the Special Magistrate on March 27, 2023 after due notice to Respondent. Respondent appeared through its corporate representative and was represented by counsel at the hearing. The Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

BACKGROUND

Respondent, JW Logistics Corp, owns a parcel of real estate on Marley Drive in Haines City. The parcel is zoned ILW (Industrial Light Warehouse). The parcel is roughly rectangular and consists of approximately 10 acres bordered by Marley Dr to the west, Hwy 544 E to the south, 30th St. S to the east, and another parcel to the north.

The City alleges violations of the following provisions of the Land Development Regulations (described only generally here):

1. LDR § 5.2.18, which requires the submission of site plans prior to development except where not required by another other provision of the LDR;
2. LDR § 11.1.2 (C), which requires that, absent an exception, "all off-street parking spaces, loading areas, storage and related access areas shall be constructed in accordance with chapter 13 of the LDR construction requirements for minor streets" (i.e., they must be paved);
3. LDR § 5.6.17 (B)(5), setting forth pavement and fencing requirements for outdoor storage areas in areas zoned ILW;
4. LDR § 11.1.2 (A), which requires developments to provide off-street parking facilities (The Violation Notice references § 11.1.2 [without "A"], but the language quoted therein is from § 11.1.2(A)); and
5. LDR § 11.1.6, which govern requirements for off-street parking where parking is specified based on the number of employees;

For the reasons set forth below, I find that the property is in violation of LDR §§ 5.2.18 and 11.1.2(C), but not the remaining three cited provisions.

STATE OF FLORIDA

COUNTY OF POLK

I, the undersigned duly appointed City Clerk of the City of Haines City, Florida, HEREBY CERTIFY that the foregoing is a true and correct copy of Order of Imposing Fine/Administrative Lien for City of Haines City, Petitioner, v. JW LOGISTICS CORP, as shown in the records of the City on file in the office of the City Clerk.

WITNESS my hand and seal of the City of Haines City, Florida, this 27TH day of MARCH, 2024.

_____

Sharon Lauther, City Clerk, MMC

FINDINGS OF FACT

I make the following findings of fact based on documentary evidence and testimony presented at the hearing.

1. To the north of the subject parcel is a parcel owned by Jerba Development, LLC on which is situated a business that deals in shipping pallets. The parcel at issue is being used in conjunction with the operations of that business.

2. The parcel previously consisted of an orange grove. Sometime prior to May, 2023, the grove was pushed up and gravel[1] was applied to at least some of the parcel to create a gravel lot.

3. The City alleges that, in conjunction with the existing pallet business to the north, the parcel is being used for parking and storage of semi-trailers. The Respondent acknowledges that there are semi-trailers on the parcel, but the parties differ about the extent to which this use might constitute "parking" and "storage."

4. The City alleges that the lot is being used for storage of these trailers for over 48 hours at a time. The City submitted photographs depicting the same trailers on the property on several successive days in September, 2023. According to the Respondent, the trailers are being placed on the parcel incident to "drop and hook" operations, whereby they are dropped off, left at the facility, and retrieved within 12-36 hours after being loaded or unloaded. Because the City inspected the property on, at most, daily intervals, the code enforcement officer could not say with certainty whether he observed trailers being left stationary for 48 hours or more, or whether they were actively being used and moved more often in conjunction with the business.

5. I am skeptical of the Respondent's testimony. For example, the City submitted photographs taken on 9/25/2023 at 11:50am showing eight semi-trailers lined up on the subject parcel. The first two have "PAM" branding on the rear door. The third is a Saddle Creek trailer bearing ID number 23048. The fourth is a Metropolitan trailer, ID 47076. The fifth bears a "48 Forty Solution" label and ID 5322. The sixth has a Saddle Creek logo and a label reading "Duval Semi Trailers:, ID 53R08215. Trailers seven and eight both have Saddle Creek logos (with trailer 7 having only half of the logo), IDs 23017 and 13148, respectively. The City also submitted photos showing the exact same eight trailers lined up in exactly the same order on 9/27/2023 at 12:45pm (plus one additional trailer to the left of them). Six of the eight are clearly the same trailer in the exact same positions, as verified by clear photographs of the ID numbers on the trailers on both days. The other two appear to be identical, but there is not a clear photo of the ID number on both days to say with 100% certainty. But 100% certainty is not required. It defies logic that, if these trailers were being circulated every 12-36 hours that they would end up in the exact same position in the same order within a 48-hour period. The greater and more credible evidence is that that these eight trailers, at least, remained untouched for over 48 hours.

6. However, for reasons explained below, the 48-hour threshold is not relevant. In addition, it is theoretically possible that the trailers could have been moved and returned to the exact same spots between the intervals of the photographs. Notwithstanding, in an effort to give the Respondent the benefit of the doubt, I accept the Respondent at its word that these trailers are all actively being used and are moved within, at most, 36 hours and are not in longer-term storage.

7. The City also alleges that the parcel is being used for employee parking. The Respondent acknowledges that photographs submitted by the City depict employee automobiles but alleges that these automobiles are actually parked on the parcel to the north, not the subject parcel.

8. I am also skeptical of the Respondent's testimony concerning employee parking. It would appear from the photographs that these vehicles are south of the property line based on the alignment of vegetation, fencing, and improvements on the parcel to the north. But vegetation, fencing, and improvements do not necessarily correspond to actual boundaries. In the absence of clearer additional evidence as to exactly where the vehicles are parked in relation to the property line, again, I give the Respondent the benefit of the doubt and find that there is insufficient evidence that the parcel is being used for employee parking for the pallet business.

9. These findings are without prejudice as to future violations or issues that might be supported by additional evidence.

---

[1] Whether the material is technically "gravel" or some other similar material is not relevant. What is relevant is that the material is a foreign substrate applied to the property that was not otherwise there before. The term "gravel" will be used through the order to refer to this substrate.

DISCUSSION

LDR §§ 11.1.2(A), and 11.1.6

LDR § 11.1.2(A) and 11.1.6 both govern off-street parking, and are read in context of § 11.1.1, which provides that "All developments within the city, except where expressly provided otherwise, shall provide off-street parking spaces for the purpose of reducing on-street traffic congestion, minimizing vehicular and pedestrian conflicts and generally to improve traffic flow on public streets."

To apply this requirement, § 11.1.2 provides for certain standards that govern off-street parking areas "[w]here off-street parking facilities are specified on the basis of number of employees."

Because the City has not conclusively shown that the employee vehicles are parked on the parcel in question, I find that the City has not proven Respondent to be in violation of § 11.1.2(A) or § 11.1.6. Since I am finding for the Respondent, it is unnecessary to analyze the Respondents' other arguments as to these two sections.

LDR § 5.6.17 (B)(5)

LDR § 5.6.17(B) specifies uses that are permitted in ILW zones. It does not provide prohibitions, rather, it sets forth what uses are allowed in the zone, provided other applicable requirements are met. The prohibition is found in § 5.6.17(D)(5), which provides that any other uses outside of the explicitly approved uses are not permitted.

LDR § 5.6.17(B)(5) allows "outdoor storage lots" in ILW districts as one possible allowed use, but only if certain requirements are met. Among them are requirements regarding setbacks and a requirement for a fence or wall of at least 6-foot height. Therefore, the provision does not so much prohibit outdoor storage lots as much as it permits them under certain conditions. An owner who wishes to use his property under this provision must, among other things, build a fence and pave it, but an owner whose use is not authorized by this provision is not subject to this requirement.

Neither the Respondent nor the City alleges that this structure is authorized by § 5.6.17(B)(5). The City alleges (and it is readily apparent) that the parcel does not have a 6-foot fence or wall, while the Respondent alleges that its use does not constitute "storage" within the meaning of § 5.6.17 (B)(5).

To Respondent's point, the LDR provides two possibly relevant definitions in LDR § 4.2.1:

"Storage" is defined to mean "Any area that is intended for the use of the storage of goods, materials, refuse, or vehicles and equipment *not in service*. Storage areas shall not incorporate any other areas such as parking areas, landscaping, and yard areas unless specifically authorized by the applicable land use regulations." (*emphasis added*)

"Storage area" means "An area used or intended for the storage of automobiles, materials, refuse and equipment *not in service for more than 48 consecutive hours*. Storage areas shall not incorporate any other areas of project development such as parking areas, landscaping, and yard areas unless specifically authorized by the applicable land use regulations." (*emphasis added)*

Much time at the hearing was devoted to evidence on whether the trailers remain stored there for more or less than 48 hours. This is not relevant to the inquiry because the 48-hour requirement is set forth in the definition of "storage area." But the term "storage area" is not used in § 5.6.17(B)(5), which governs "storage yards and lots," which is not specifically defined as such. (The term "storage area" is used in other provisions of the code which Respondent was not cited for.)

The definition of "storage" is relevant, however, and that term refers to storage of "equipment not in service." Respondent argued that this equipment is not "not in service" (i.e., in service) because it is in active use. As explained in my factual findings, I am not so sure. It would appear to me that trailers parked for 12-36 hours waiting to be loaded or unloaded are "not in service" during the time they are parked, even if that time is only a few hours long.

But again, § 5.6.17 (B)(5) is a permissive definition of one particular allowed use if its requirements are met, not a prohibition. Technically, one cannot "violate" section § 5.6.17 (B)(5), one can only adapt one's use to meet the conditions specified within it, should the use not meet some other authorization contained in the LDR. The requirements imposed on Respondent for development and use of an area for active, short-term industrial trailer parking as opposed to passive storage of equipment not in service may be even more onerous than the conditions required here. In its zealousness to avoid a violation, Respondent may have leapt from the frying pan to the fire when it might have just been required to build a fence and pave the lot. It is possible, that, by admitting the equipment is actively in service, additional scrutiny, setbacks, buffers, and the like may be required, for which they might be cited in the future or which might become conditions of a future site plan. That is a question for another day. For today, if neither the City nor the Respondent feels that § 5.6.17(B)(5) is the provision of § 5.6.17 that permits the use, I will not disagree.

Having found §5.6.17 (B)(5) inapplicable based on my acceptance of Respondent's testimony, I note that the City has not cited Respondent for a provision of § 5.6.17 that might prohibit the use (such as § 5.6.17(D)(3)). Therefore, I cannot hold the use to be prohibited, generally, only that § 5.6.17(B)(5) is not a provision that authorizes it, which is not a "violation" in and of itself.

The Respondent urged that § 5.6.17(C), which permits "uses and structures which are customarily accessory and clearly incidental and subordinate to permitted principal uses and structures," should be read to authorize their use. I decline to go that far because it is sufficient for me to find that Respondent has not violated § 5.6.17 (B)(5) to dispose of the violation they were actually cited for.

This leaves two cited provisions of the LDR to discuss: § 5.2.18 and § 11.1.2 (C).

LDR § 5.2.18

This provision provides that persons who pursue "residential, institutional, commercial and industrial development activities" must submit "a site plan meeting the requirements as stated in chapter 5 of the Administration and Procedures Manual." The City alleges that no site plan was submitted.

It should be noted that § 5.6.17, discussed above, governs to the *use* of property, whereas this provision governs the *development* of property. This distinction is important, because a property cannot be lawfully used unless the use is allowed in the zone *and* the property was lawfully developed for that use. For example, just because a property might be authorized for residential uses does not mean that a house built on that property that is not up-to-code can be lawfully resided in. Both the use itself and development to facilitate that use must be lawful to permit the use.

Respondent admitted that it (1) covered the lot in gravel, (2) began using it for short-term parking of trailers incidental to the "drop and hook" operations of the shipping pallet business on the parcel just to the north, and (3) that no site plan was submitted.

The point of controversy was whether this constitutes "development" of the parcel within the meaning of § 5.2.18.

"Development" is defined by the LDR as "Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities."

The previous use of the parcel was as a citrus grove. Even if, hypothetically, removing the trees did not constitute "development," I find that covering the property in gravel and leveling it out to construct a gravel lot where there was once an orange grove constitutes a "man-made change to improved or unimproved real estate" generally, and, more specifically, "temporary or permanent storage of equipment", "grading", and "land disturbing activities" within the meaning of § 5.2.18. Therefore, the parcel has been "developed" for an industrial use and a site plan should have been submitted.

In addition to being explicitly required by the LDR, this is logical as a matter of public policy. Even if the property can be lawfully used for industrial purposes, the City must still make sure that the use will not create drainage or runoff problems or cause undue dust, and that the improvements to the property are up-to-code.

Respondent made several additional arguments against the violation.

Frist, Respondent argued that the notice given was inadequate and it had not been given due process. Arguments were made about two prior notices going back to May 2023 prior to the final "Violation Notice" that preceded the hearing. There were inconsistencies alleged in the various versions of the notices, and the prior notices were not offered into evidence. The City characterized at least one of these as a "courtesy notice."

Fla. Stat § 162.06(2) provides that "if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation." Haines City Code of Ordinances § 2-39 provides that "Where the code inspector finds a code violation, he shall provide in writing a reasonable time within which to correct the violation. Should the violation continue beyond the time specified in the correction notice, then the code inspector may file an affidavit of violation with the special master. The special master or its clerk shall assign a case number and mail a copy of affidavit of violation and notification of the date, time and place of the hearing to the violator. Reasonable time shall be ten days; however, where a different time period in which to correct the violation is provided for by the ordinance being enforced, that time period shall constitute reasonable time for that particular violation or in cases of more complexity a greater time period may be granted by the board or its clerk."

Upon review of the official, final Violation Notice, I find that it was sufficient to place the Respondent on notice in accordance with due process, Florida Statutes, and the Code, notwithstanding any prior "courtesy" notice. In the description of the alleged violation of § 5.2.18, the relevant portion (contained in sub-section A), is recited in full: "In order to promote safety, improve traffic circulation on and around a site and to prevent potential adverse effects, petitioners for all residential, institutional, commercial and industrial development activities, except as provided otherwise within the LDR, shall submit a site plan meeting the requirements as stated in chapter 5 of the Administration and Procedures Manual. The site plan shall be submitted for review to the administrative official indicating proposed uses and structures, driveways and parking areas, minimum required yards, buffering, signs, landscaping, drainage and such other details as are required by these sections by general rule or in the particular circumstances of the case, and shall indicate a schedule for initiation and completion of development. If approved, the site plan shall be binding upon the petitioners and any successors in title, and no substantial change shall be permitted without approval from the administrative official."

In the Narrative section, the Notice reads, in the relevant part, "3. No site plan has been submitted to the Haines City Development Services for approval of a parking and or storage area. LDR sec. 5.2.18"

In the Recommended Corrective Action section, the relevant portion reads: "3. Submit a site plan to the Haines City Development Services in Accordance with LDR § 5.2.18."

I find that these provisions of the notice, at least with respect to § 5.2.18, were adequate to provide due process to the Respondent and place them on notice of the violation and of the matters that would be considered at the hearing conducted on March 27, 2024. This situation is not complicated. Respondent graveled over a former citrus grove and started using it for its industrial purposes. It was notified that it needed to have submitted a site plan prior to such use, the relevant code provision was clearly cited and quoted, and, to remedy the violation, it was recommended that Respondent submit a site plan. There has been no deficiency in the notice.

Second, Respondent alleges the areas is not a "parking" area or a "storage" area, the former because it has posted "No parking" signs and the latter because the trailers stationed there are "in service." I find that, even if the parcel does not meet the definition of a "storage" area under the LDR, it is clearly a "parking" area because there are indisputably trailers parked on it. Just because the Respondent does not permit public or employee parking does not mean the area is not used for parking.

Third, Respondent argued that its use is explicitly authorized pursuant to LDR § 5.6.17 (C), which authorizes, in ILW zones, "Uses and structures which are customarily accessory and clearly incidental and subordinate to permitted principal uses and structures…" This provision may possibly require the City to approve the use, itself, as incidental and accessory to the shipping pallet operations on the adjacent parcel, but it does not obviate the requirement of submission of a site plan under § 5.2.18. The section cited by Respondent, LDR § 5.6.17, sets forth the *uses* allowed in ILW zones. It does not set forth the conditions and procedures under which *development* of properties for those uses must occur nor extinguish the requirements of § 5.2.18.

A similar argument was made with respect to § 5.2.18(E)(1), which provides for an exception to the site plan requirement for "Permitted residential, institutional, commercial and industrial uses wishing to locate in existing structures and/or for premises where alterations, expansions or enlargement of such facilities do not increase the existing floor and/or ground area, or parking requirements." They allege that this was just a rearrangement of the permitted industrial operations on the parcel to the north. This argument fails because the development of the parcel to add a gravel lot to it was not, in fact, "permitted," the gravel lot is a new structure not an "existing structure," and because Respondent did, in fact, "increase the existing… ground area" of the operation.

An allegation was made by Respondent that some sort of site plan was submitted years ago for the development of both parcels for the industrial operation. A copy was not provided by Respondent and was not readily available to the City during the hearing. Obviously, if the most recent development was authorized by a site plan in the past, that might change this analysis.

I offered Respondent a continuance to give them time to obtain the prior site plan and enter it into evidence. (Respondent had previously opposed a continuance request from the City, which I had denied, and I informed Respondent that a continuance to gather additional evidence would apply equally to both parties.) Respondent declined to seek a continuance to be able to locate and admit the older site plan. I can only conclude, based on the lack of evidence before me, that there is no site plan authorizing the development of the southern parcel for the current use.

Finally, an allegation was made by Respondent that the City had declined to approve a site plan proposed in 2020. Respondent alleged and provided evidence that the City had indicated it would approve the site plan only if right-of-way was given up by the Respondent, but that the City had declined to purchase the right-of-way. Respondent implied this was unfair or perhaps unlawful. But that site plan was not approved and was not even offered into evidence. It has no bearing on the limited issue before me.

Therefore, I conclude that Respondent has developed the parcel as a gravel lot for use in connection with industrial operations without submitting a site plan in violation of § 5.2.18, and that its continued present industrial use of the improperly developed parcel is unlawful.

§ 11.1.2 (C)

LDR § 11.1.2 elaborates on the requirements of § 11.1.1, which provides that "All developments within the city, except where expressly provided otherwise, shall provide off-street parking spaces for the purpose of reducing on-street traffic congestion, minimizing vehicular and pedestrian conflicts and generally to improve traffic flow on public streets." Having previously found, above, that the addition of gravel and use of a former citrus grove for industrial operations is a "development," within the meaning of the LDR, I conclude that § 11.1.1, and by extension 11.1.2, applies to this parcel.

LDR § 11.1.2(C) requires that "all off-street parking spaces, loading areas, storage and related access areas shall be constructed in accordance with chapter 13 of the LDR construction requirements for minor streets and maintained in a manner permitting safe and convenient use, and so as to avoid adverse effects on neighboring property as a result of dust or drainage." One of the practical effects of the application of the requirements for minor streets is that such spaces must be paved.

At the hearing, testimony and argument was offered concerning employee parking and the inability to calculate the number of parking places that might be required. Such testimony was only relevant to the inquiry as to §§ 11.1.2(A) and 11.1.6, which concern employee parking and situations in which the LDR specifies the number of parking spaces required based on the number of employees. § 11.1.2(C) is broader and applies to "all off-street parking spaces, loading areas, storage and related access areas" without regard to any employees or how much parking there is.

I find that the use of the parcel for short-term storage of trailers constitutes "parking" and that, additionally, the area is a "related access area" within the meaning of § 11.1.2(C), incident to the pallet facilities drop and hook loading operations. Therefore, I conclude that § 11.1.2 imposes paving requirements on Respondent consistent with those of minor streets pursuant to Ch. 13 of the LDR.

Respondent pointed out that "parking area" is defined by the LDR to mean only "permanently surfaced" areas in § 4.2.1. Thus, the argument goes, this area, being unpaved, is not a "parking area" and therefore § 11.1.2(C) does not apply to it. This is absurdly circular for both technical and practical reasons. First, the term "parking area" is not used in § 11.1.2(C), so the definition does not technically apply. The provision refers to "parking spaces," which is not explicitly defined and which common sense dictates must be applicable to a space where semi-trailers are parked, paved or not. Second, as a matter of practicality, I will not interpret the code to impose a paving requirement only on parking areas that are already paved – such an imposition would be meaningless. Instead, I interpret the LDR to define "parking area" to mean "permanently surfaced" parking spaces *because* the LDR requires these spaces to paved, not in order to limit the application of that requirement to only already-paved spaces.

Respondent made a similar argument about notice as with § 5.2.18. A review of the Violation Notice reveals that § 11.1.2(C) was explicitly referenced and quoted: "Except as provided below, all off-street parking spaces, loading areas, storage and related access areas shall be constructed in accordance with chapter 13 of the LDR construction requirements for minor streets and maintained in a manner permitting safe and convenient use, and so as to avoid adverse effects on neighboring property as a result of dust or drainage."

The "Narrative" section of the Notice explicitly states "4. The development of the parking and storage area is not paved in accordance with LDR sec. 11.1.2 (C)"

The "Recommended Corrective Action" reads in the relevant part: "The developed parking and or storage area must be paved in accordance with LDR sec. 11.1.2(C)."

I conclude that the Violation Notice was sufficient to place Respondent on notice of the § 11.1.2(C) violation in accordance with due process, Florida Statutes, and the Haines City Code of Ordinances.

Time to Cure

Respondent also argued or implied that it had been given insufficient time to cure the alleged violations. Testimony established that the most recent Violation Notice was issued on September 28, 2023, and it clearly provides until October 30, 2023 to correct the violation, a period of just over 30 days. Code §2-39(2) provides that ten days is reasonable, in the absence of some other time period specified by ordinance for some particular violation, which is not the case here.

Some argument was presented to the effect that the path to cure was not sufficiently clear to Respondent, i.e., Respondent was in doubt as to what steps it needed to take because it was not clear what the violation was. Respondent also testified that, because of the issues that arose with respect to the 2020 site plan, it has doubts that it could ever satisfy the City's requirements as to a site plan. Also, the Violation Notice does not mention that Respondent could cure the violation by ceasing the unauthorized use of the property. It only mentions the possibility of submitting a site plan and paving.

I am not persuaded by this line of argument. It is a property owner's duty to comply with the Code, not the City's duty to explain exactly how to do so. The City is not required to tell the Respondent how to cure the violation. That the City explicitly recited one possible way to cure the violation without reciting all of them is of no legal consequence. However, I am sympathetic to Respondent's subjective option that ten days, or the 30+ days given, may not have been sufficient to wind down the usage they ramped up. Inasmuch as the goal of Code Enforcement is compliance, not punishment, I am inclined to permit the Respondent one final opportunity to cure without penalty or administrative costs of any sort. The Respondent testified that it would take 90 days to wind down operations on the parcel due to a 90-day notice provision in its contracts. I will therefore give them more time than that. In addition, in consideration of their alleged subjective confusion over what they did wrong, I will not award administrative costs unless Respondent fails to comply, so that they have one final, ample opportunity for compliance without any penalty, notwithstanding a perceived lack of clarity.

CONCLUSIONS OF LAW

Based on the forgoing findings and analysis, I conclude:

1. On or about 05/17/2023 and continuing to the present, there existed at on the above-described property, the following conditions in violation of the Code of Ordinances of the City of Haines City, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

   OUTDOOR PAVEMENT
   REQUIREMENTS/LDR SEC.
   11.1.2 (C)

(For use of the property for parking without paving the lot.)

SITE COMPATIBILITY
REQUIREMENTS/LDR SEC.
5.2.18

(For development of the property for industrial use without an approved site plan.)

2. Captioned real property is located and existing within the corporate limits of the City of Haines City, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Haines City.

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Haines City. The Respondent was properly noticed for the violation and the hearing.

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

a. **Respondent(s) shall have until Friday, July 19, 2024 for total compliance or a $100 per day fine shall be imposed. No particular method of compliance is prescribed.**

b. **No administrative costs are awarded at this time to provide an opportunity for the Respondent to cure the violation without any penalty of any kind. If the property is not brought into compliance as required, administrative costs will be determined and assessed, including administrative costs incurred to date, at the next hearing.**

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

A HEARING IS HEREBY SCHEDULED FOR 8:45 A.M. ON JULY 24, 2024 AT HAINES CITY, CITY HALL, 620 E. MAIN ST HAINES CITY, FLORIDA 33844, TO CONSIDER THE ENTRY OF AN ORDER IMPOSING FINE AND LIEN AND AWARDING COSTS.

DONE AND ORDERED this 4th day of APRIL, 2024 at Haines City, Polk County, Florida.

ATTEST:

Michelle Escribano
Specialist to the Special Magistrate

SPECIAL MAGISTRATE
City of Haines City Special Magistrate

The code enforcement officer or the violator may request a REHEARING by the Special Magistrate within ten (10) days of the date of mailing of this ORDER pursuant to Haines City Code of Ordinances § 2-37. The request must be in writing and specify the precise reasons for rehearing.

Violation No: 34118
Certified Mail Number: 94890090002765823041 36 & 94890090002765823041 43