

MINUTES OF THE SPECIAL MAGISTRATE HEARING TOWN OF LADY LAKE, FLORIDA

May 23, 2024

The regular meeting of the Special Magistrate was held in the Town Hall Commission Chambers at 409 Fennell Blvd., Lady Lake, Florida.

TOWN STAFF PRESENT

Lori Crain, Senior Code Enforcement Officer; Denise Williams, Code Enforcement Officer; Officer Josh Redmond, Lady Lake Police Department; Ted Williams, Street Maintenance Supervisor; and Carol Osborne, Deputy Town Clerk

CALL TO ORDER

Joshua Bills, Special Magistrate, called the meeting to order at 10:30 a.m.

PLEDGE OF ALLEGIENCE

All who were present stood and recited the Pledge of Allegiance.

EXPLANATION OF PROCEDURE

Special Magistrate Joshua Bills explained to the public that this is a quasi-judicial hearing, which means that he has not seen or heard any evidence or testimony from staff or outside parties, other than cases that have been continued from a public meeting, as this would be in violation of ex-parte rules. He explained that staff will present their case and testimony, and he will ask any questions he deems necessary. At that time, the owner or interested party will be able to present their testimony or evidence and staff will have an opportunity to rebut. The Respondent(s) have the right to represent and question their own witnesses and any witnesses testifying against them and introduce exhibits. The Special Magistrate is also permitted to ask questions of either party and/or witnesses, if desired.

Evidence submitted as an exhibit to any case, such as pictures and written statements, will become a permanent part of the case and made part of the record. Once part of the record, it is possible that these items will not be returned to the Respondent(s).

Please be aware that electronic submittals, such as pictures on your phone, cannot be made a part of the record. All items included in the record must be in a hardcopy or printed format.

All testifying witnesses shall be sworn in by the Clerk.

The Special Magistrate advised that all testimony is to be directed to him only. Please keep comments courteous.

The Special Magistrate has the discretion to continue a hearing at any time and may request additional information from either party. If a hearing is continued, a date certain for the continued hearing shall be announced at the public hearing.

Upon completion of all the evidence the case will be closed for public comment. The Special Magistrate will then immediately deliberate in open session before the public and will render his decision on the case.

Persons demonstrating disruptive or disorderly behavior at hearings or violating established rules of order will be called to order. If such conduct continues, a recess may be called and a request for the removal of such person(s) from the chambers upon a finding of “disorder”. The hearing will be adjourned if it is determined to be the appropriate action, or another appropriate action as permitted by law will be undertaken to restore order.

Although the public is welcome at the hearings of the Special Magistrate, they shall not be allowed to participate in or address the Special Magistrate during deliberation.

Violators shall contact Code Enforcement to confirm compliance. Upon notification by the code inspector that the Order of Enforcement has not been complied with by the time stated in the ruling, the Special Magistrate may execute an Order of Imposing Fine in the amount set forth. A copy of the Order Imposing Fine shall be mailed to the Violator. A certified copy of the Order Imposing Fine may be recorded as a lien against the property and or business. A hearing is not statutorily required for the issuance of the Order Imposing Fine. The violator has a right to request a hearing on the fine imposition by written request to the Town of Lady Lake within twenty days of the commencement of the fine. The Order Imposing Fine shall advise the Violator of that right. When requested, such a hearing will be heard by the Special Magistrate. In some cases, fines will be recorded as a lien if not paid. The Respondent or business owner will receive a copy of the full Order regarding their case.

SWEARING IN

The Special Magistrate requested that anyone present who planned to speak at today’s hearing stand and be sworn in.

All individuals who planned to present information during the proceedings were sworn in. Those cases were heard first regardless of their order on the agenda.

APPROVAL OF MINUTES

Minutes of the April 25, 2024, Special Magistrate Hearing

Minutes of the May 9, Special Magistrate Hearing

The Special Magistrate accepted and signed the minutes of April 25, 2024, and May 9, 2024, into the record as presented.

Senior Code Enforcement Officer Lori Crain advised of the following changes to the agenda: Case 23-2091, Section 14-1 Right-of-Way Obstructions violation was omitted; Case 24-000243 will not be presented.

OLD BUSINESS

1. Case 23-001210 – 813 Summit St., Denise Deal — Minimum Standards — General Structure Specifications Section 20-19(a)(1), Weatherproof & Weathertight; Section 20-19(6), Stairs, Porches, Balconies; Section 20-19(f), Structures Free from Infestations; Fences, Walls in Good Condition; Section 20-20(a)(1), Exterior Surfaces Maintained Adequately; Unsafe Dwellings — Section 20-21(c), Hazards to Egress and Fire Protection; Section 20-21(d), Falling, Hanging, Loose Material; Section 20-21(a), Abandoned and Open; Section 20-21(e), Structural Deterioration; Section 20-21(f), Partially Destroyed; Section 20-21(g), Sagging, Leaning, Deterioration; Section 20-21(j), Other Conditions Unsafe for Occupancy or Use; Minimum Standards — Repairs Section 20-22, Repair and Installations; Maintenance/Appearance Section 20-20(a)(6), Windows & Doors; Section 20-20(a)(5), Vacant Property Secured; Abandoned Property Section 20-809a), Security Maintained; Section 20-80(6), Secure Manner; Section 20-80(c), Failure to Maintain Property; Order of Fine (Denise Williams)

Code Enforcement Officer Williams presented the background summary for this case stating that this case was presented at the March 28, 2024, Special Magistrate hearing. No one was present for the Respondent. She advised that on April 10, 2024, she received a call from Ashley Moss, the daughter of the property owner, who advised that her mother was currently in hospice and that she was making end-of-life preparations for her. She explained that she lived in TN, and she confirmed the TN mailing address.

Ms. Williams reported that Ms. Moss stated that her brother, Jacob Deal, had Power of Attorney, but that he lost the document and they do not know how to obtain another one. She stated that he was going to attempt to remove the dilapidated stairs but that it would be too dangerous for him to remove the sliding glass door and board up the wall. She explained that the entire wall and floor on that side of the mobile home has rotted and that there would be nothing to secure the boards too. Ms. Williams explained to Ms. Moss that the other option was to hire a contractor to demo the home. Ms. Moss advised that was in their plan but not for several months as money was an issue. She also stated that the property would most likely go through probate. Ms. Moss stated that she knew of a contractor who may be able to assist with the demo of the home.

Ms. Williams advised that on several occasions while in the area she observed that portions of the deck, stairs, and handrail had been removed or fallen down. She stated that a site inspection was conducted on May 1, 2024, and the property remained noncompliant.

Staff recommendation: Find Respondent in violation of the Order of Enforcement dated 3/28/2024; assess \$150.00 administrative fee for today's hearing in addition to the outstanding \$150.00 administrative fee from the Order of Enforcement hearing; enter an Order of Fine in the amount of \$2,200.00, which is the total amount accrued to date of the daily fine of \$100.00 that began to accrue on May 1, 2024. The daily fine will continue to accrue at this rate until full compliance is obtained. The fine and fees are to be paid in full to the Town of Lady Lake by 5:00PM, Tuesday, June 4th, 2024, or all will be recorded as a lien against the property.

The Special Magistrate stated that there is no one in attendance to speak regarding this case.

The Special Magistrate executed the Order of Fine based on the evidence and testimony presented. The Respondent shall pay a fine in the amount of \$100.00 per day commencing on May 1, 2024, for each day the property is not in compliance and shall continue to accrue at the daily rate until such time as the property is brought into compliance. The current total fine at the date of this Order is \$2,200.00. Respondent shall pay all costs associated with this case in the amount of \$150.00, in addition to the outstanding \$150.00 administrative fee due from the March 28, 2024, Order of Enforcement hearing. Respondent shall have until 5:00 PM Tuesday, June 4, 2024, to bring the property into compliance to cure the cited violation(s), including payment of all costs. The Respondent will receive a copy of the full Order.

**2. Case 23-002958 — 1225 Padgett Cir., Eulises Tirado — Vehicles, Parking & Obstructions
Section 14-1, Right-of-Way Obstructions; Minimum Standards — Maintenance/Appearance,
Section 20-20(a)(3), Off-Street Parking Surfaces; Order of Fine (Denise Williams)**

Code Enforcement Officer Williams presented this case stating that this case was presented at April 25, 2024, and an Order of Enforcement was entered. The Respondent was not present and was found in violation of Section 14-1 & Section 20-20(a)(3). A \$150 administrative fee was imposed. The Respondent was given until 5/7/24, to pay the administrative fee and to bring the property into complete compliance or a daily fine of \$25 would begin to accrue on 5/8/24 until the property is brought into complete compliance.

Ms. Williams stated that subsequent site inspections showed one car was present and parked in the driveway and confirmed that the violations on the property had been corrected. She advised that administrative fee from the Order of Enforcement hearing has not been paid.

Staff recommendation: Find Respondent in violation of the Order of Enforcement dated 04-25-2024 and impose an administrative fee of \$150.00. Enter an Order of Fine in the amount of \$150.00, which is the administrative fee that has not been paid for the Order of Enforcement hearing on 04-25-24. The fine and fees are to be paid in full to the Town of Lady Lake by 5:00PM, Tuesday, June 4th, 2024, or all will be recorded as a lien against the property.

The Special Magistrate executed the Order of Fine based on the evidence and testimony presented. The Respondent shall pay \$150.00 outstanding administrative fee in addition to the costs associated with this Order of Fine hearing in the amount of \$150.00. All fines and costs shall be paid by 5:00 PM Tuesday, June 4, 2024, or the total amount of \$300.00 will be recorded as a lien against the property. The Respondent will receive a copy of the full Order.

NEW BUSINESS

3. Case 23-002091 — 120 Hidden Oaks Dr., John R. & Denise H. McGhee — Request for Hearing by Respondent Contractor; Right-of-Way Utilization — General Regulations Section 15-113(j); (Lori Crain)

Senior Code Enforcement Officer Lori Crain advised that a witness will be testifying via Microsoft Teams.

Ms. Crain presented the background summary for this case stating that the initial inspection was requested by Town of Lady Lake Street Maintenance Supervisor Ted Williams on August 16, 2023. She stated that upon arrival at the site she observed a stack of trusses and a front loader on the right-of-way, and damage to the road as Mr. Williams reported to her. She stated that she observed construction site violations, as well, one of which is a required dumpster for construction waste and gravel at the entrance/exit of the construction site. She advised that she contacted the owner of Steinmetz Construction, Inc., Greg Steinmetz, via telephone to discuss the violations and followed up with an email. She stated that a site inspection was conducted on August 21, 2023, showing the property remained noncompliant.

Ms. Crain stated that a subsequent site inspection was conducted on September 28, 2023, where she observed the stack of trusses remained in the ROW; the street had new asphalt and there were obvious tracks from equipment entering and exiting the construction site.

The following testimony from Ms. Crain includes dates in October 2023:

Mr. Williams forwarded an invoice from Asphalt Paving Services for, “additional work on Hidden Oaks” that included the area in front of 120 Hidden Oaks Drive. Code Enforcement Officer Denise Williams advised Ms. Crain that there are again items on the ROW and more damage to Hidden Oaks Drive at the access to 120 Hidden Oaks Drive. Ms. Crain stated that upon inspection of the site there was an insufficient amount of gravel, and vehicles and heavy equipment were utilizing the non-graveled area as entrance and exit to the site, tracking sediment onto Hidden Oaks Drive. No photos were taken on this date.

A Courtesy Notice was sent via email to Greg Steinmetz regarding the condition of the property, obstruction of the ROW, and construction site BMPs. The invoice from Asphalt Paving Services was attached. Subsequent site inspections showed that the property remained noncompliant with materials on the ROW, tracks in or out of the lot and damage to the new asphalt. A Violation

Notice was prepared with a comply date of November 1, 2023, and was sent via certified mail to Greg Steinmetz Construction, Inc., and to the property owner per Lake County Property Appraiser information, which was returned, “non-deliverable.” The notice to Steinmetz Construction was returned, “unclaimed.”

Ms. Crain stated that on October 30, 2023, Malina Wright, Development Coordinator/Planner, informed her that the property owners John and Denise McGhee were at the counter. Ms. Crain advised them that the Violation Notice was returned. They stated that they have moved permanently to Florida from Maryland, and it was suggested to them that they contact the property appraiser’s office to update their mailing address. Ms. Crain stated that she handed a copy of the Violation Notice to Ms. Wright who in turn gave it to the McGhees. Ms. Wright completed an Affidavit of Personal Service. Ms. Crain stated later that day, Mr. McGhee left a voicemail which she returned explaining the ongoing violations on the property and that Florida statutes state property owners are ultimately responsible for code enforcement violations on their property.

Ms. Crain stated that she received an email from the property owner, Mr. McGhee, who advised her that they will cooperate fully with the town.

Ms. Crain stated that she contacted Mr. Steinmetz and they agreed to meet on site, October 31, 2023. Mr. Steinmetz stated that everything is removed from ROW and the silt fence will be rebuilt and all should be in compliance when they meet. Ms. Crain stated that she requested that he call Public Works in the future regarding placing any items on ROW for future homesites he is constructing in the Hidden Oaks subdivision. Most of the lots are on a slope with very little level area to stage materials and equipment that is not Town ROW. The onsite meeting with Mr. Steinmetz showed everything had been moved from the ROW and workers were in the process of installing silt fence around the perimeter of the site.

Mr. Steinmetz advised Ms. Crain that he is questioning the amount on the invoice from Asphalt Paving Services as he does not believe additional repair work was done. He stated that the road was paved on one initial occasion. He stated the Town had scheduled to pave Hidden Oaks Drive and that he should not pay for something that was not a repair. Ms. Crain stated that she would discuss this with Mr. Williams and suggest that he contact Mr. Steinmetz.

Ms. Crain stated that all violations had been cured on October 31, 2023; all that remained was payment of the invoice from Asphalt Paving Services. She advised that Growth Management staff discussed the situation and were directed to place a hold on the issuance of the Certificate of Occupancy on the Single-Family Residence until the invoice has been paid.

Ms. Crain stated that at the end of November 2023 the invoice remained unpaid. Mr. Williams explained to Ms. Crain that he emailed Mr. Steinmetz on November 2, 2023, suggesting he

contact Kris Shane with Asphalt Paving Services to discuss the repairs made to the pavement in front of the subject property.

Ms. Crain stated that she spoke to Mr. Shane and Mr. Williams on November 29, 2023, regarding the scope of work Asphalt Paving Services completed for the Town on Hidden Oaks Drive. Mr. Shane stated that APS had to repair the road at the entrance to the subject property prior to repaving the entire street. He stated that the road was damaged due to heavy equipment and materials being placed in the area.

Ms. Crain stated that staff in the Town finance department advised her that the APS invoice had been paid by the Town, and that Steinmetz Construction, Inc. needs to reimburse the Town. Ms. Crain stated that she emailed Mr. Steinmetz, attached the invoice, advising him to pay the Town directly, and reminded him that the Certificate of Occupancy would not be issued until payment is received.

February 29, 2024, Ms. Wright advised Ms. Crain that Steinmetz Construction will be sent an invoice via email for Building Department fees that are due. Ms. Crain requested the outstanding invoice be included. Mr. Steinmetz contacted Ms. Crain this day and requested a meeting with staff to discuss the invoice. Ms. Crain advised Mr. Steinmetz that if he could present the Town with evidence or justification that his claim of the large amount is not correct, it would be reviewed to determine if a compromise could be reached.

Ms. Crain stated that a large amount of sediment was observed at a site inspection of Hidden Oaks Drive on March 5, 2024. She advised that she discussed this with Mr. Steinmetz on site along with the BMPs that the Town is required to enforce. He was argumentative and requested that Ms. Crain email him the law requiring him to stabilize an egress/ingress. Ms. Crain advised that she emailed Mr. Steinmetz the information he requested from the State Department of Environmental Protection and National Pollutant Discharge Elimination System. She stated Mr. Steinmetz's response was that this is, "best management practices", not a law.

Mr. Steinmetz, Growth Management Director Thad Carroll, Street Maintenance Supervisor Ted Williams, and Ms. Crain met on March 7, 2024, to discuss the APS invoice. It was decided that Mr. Steinmetz would submit two estimates/quotes from other paving companies and submit them to be reviewed and discussed with Public Works Director C.T. Eagle, Mr. Carroll, and the Town Manager Bill Lawrence.

Mr. Steinmetz requested the photos of the edge of the asphalt and the damage that was in need of repair. Ms. Crain stated that she fulfilled this request on March 11, 2024.

Ms. Crain stated that she was forwarded emails between Mr. Williams and Mr. Shane at APS from January, in which Mr. Shane states that the amount of asphalt used only at 120 Hidden Oaks

Drive is the exact amount as stated on the invoice. She advised that she forwarded these to Mr. Carroll.

Ms. Crain stated that she had not had any contact from Mr. Steinmetz regarding his side of this issue and the additional quotes. She stated that she conducted a site visit on March 27, 2024, and took photos of scrapes, holes, and cuts to the asphalt in front of 120 Hidden Oaks Dr. and forwarded the photos to Mr. Williams and Mr. Carroll.

On April 3, 2024, she was advised by Mr. Carroll that Mr. Steinmetz cannot locate any paving companies to submit quotes and requested this case be presented to the Special Magistrate.

Ms. Crain stated that she received an email from Mr. McGhee requesting the outstanding fees for the additional concrete and the after-the-fact permits. He stated that it is his understanding that both of these were submitted and paid by the respective contractors, and he wants to get his case cleared up. Ms. Crain replied to Mr. McGhee that the permits were paid in full, and the case will remain open because Mr. Steinmetz is contesting the asphalt invoice. She informed Mr. McGhee that his case will be presented at the May 23, 2024, Special Magistrate hearing.

Ms. Crain conducted a site visit on April 18, 2024, and took photos of the damage to the road and the current state of the asphalt. The Town Building Department issued a temporary Certificate of Occupancy expiring May 24, 2024, to coincide with the entering of an Order at the Special Magistrate hearing.

Ms. Crain confirmed with Mr. Shane that he would testify via zoom.

In an email exchange with Mr. Shane, he explained to Ms. Crain that he conducted a site visit and advised that the new asphalt is damaged by the equipment, and they appear to be finished now but it is not aesthetically pleasing. He further stated, "I would argue that had Ted not had us repair and build up that edge, the asphalt would be broken off again, since it doesn't appear they took any precautions NOT to damage the asphalt. That's just my opinion. We saw-cut 100-ft. long by 2-ft wide and built up that edge with 3.5"- 4.5" of asphalt before overlaying it. This provided a long-term fix for the damage that was caused and prevented the edge from breaking off again." Ms. Crain forwarded this to Mr. Carroll.

On May 16, 2024, an email exchange with Mr. Shane requesting other documentation for the case. He attached the Roadway Report and noted that the repair to the area of 120 Hidden Oaks Dr., was lumped into the road resurfacing on the report.

Per the Lake County Property Appraiser, the lot as vacant land was appraised at \$71,500.00. The valuation placed on the SFR construction by Steinmetz Construction, Inc. was \$500K.

Staff recommendation: Enter an Order of Enforcement stating Respondent shall reimburse the Town of Lady Lake the full amount of the paving repair of \$2,347.90, as submitted and assess an

administrative fee of \$150.00 for this hearing for a total of \$2,497.90 to the Town of Lady Lake by 5:00PM Monday June 10, 2024. Further order that the Certificate of Occupancy will not be issued until the payment is received.

Mr. Kris Shane from Asphalt Paving Services is available via Microsoft Teams meeting to provide further testimony. Mr. Ted Williams, Streets Maintenance Supervisor is also in attendance.

Ted Williams, Maintenance Supervisor with the Town of Lady Lake

The Special Magistrate asked Mr. Williams if the invoice includes repairing the roadway around the subject property.

Mr. Williams replied affirmatively, adding specifically the edge in front of the property where the heavy equipment had been pulling over to the side. He stated that this action required the road to be built up prior to the overlay being applied.

The Special Magistrate verified with Mr. Williams that this was not re-pavement of the entire roadway.

Greg Steinmetz, Greg Steinmetz Construction, 2945 Pine Grove Lane, Lady Lake;

Mr. Steinmetz confirmed with Mr. Williams that the road was not completely repaved.

Kris Shane, 1013 Ventana Dr., Ruskin, FL; Technical and Marketing Director for Asphalt Paving Systems via Microsoft Teams video,

The Special Magistrate asked Mr. Shane to describe the work that was performed in relation to the invoice for the broken edge of pavement at Hidden Oak Dr.

Mr. Shane stated that because of the severity of the pavement's broken edge at 120 Hidden Oaks Dr., it was necessary to saw cut the road, remove the asphalt and the base material, then build up the edge. He stated this area was 100-ft long x 2-ft wide, utilizing approximately 3.5-inches - 4.5-inches of asphalt to build the edge up to give a perfect surface to pave and to ensure that it would not break again. He stated that if the area was paved over the broken asphalt, the heavy equipment would break it because there would not be any base to support it.

The Special Magistrate asked if the overlay for this area is included in the total of the invoice.

Mr. Shane stated that the entire cost of the overlay was billed to the town by a separate invoice totaling approximately \$400,000.00, which covered all of the streets his company serviced last fiscal year. He added that the unit price was taken from the Town contract.

The Special Magistrate asked Mr. Steinmetz if he would like to address Mr. Shane.

Greg Steinmetz, 2945 Pine Grove Lane, Lady Lake

Mr. Steinmetz asked Mr. Shane if he took photographs of the saw cuts or the repairs. Mr. Shane replied negatively, adding that is not part of their standard practice.

Mr. Steinmetz confirmed with Mr. Shane that this repair was a change order in addition to the contract his company had with the Town to repave Hidden Oaks Dr. Mr. Shane replied affirmatively, adding that this repair was requested by Mr. Williams. Mr. Steinmetz asked when Mr. Williams requested this because the road had already been repaved.

Mr. Shane stated that the repair to the pavement edge was completed prior to the resurfacing. He stated that Mr. Williams discussed it with the paving superintendent at a preconstruction meeting prior to starting the resurfacing project. He stated that he submitted a roadway report to Ms. Crain and noted the repair was completed the day before the resurfacing project began.

Mr. Steinmetz reiterated that the repair was completed the day before the entire road was repaved and asked Mr. Shane if he included asphalt as part of the invoice to Steinmetz Construction.

Mr. Shane replied negatively. He clarified that the repair was completed first because there was an approximate 3-inch – 4-inch gap where the asphalt had broken off the base and that needed to be filled in prior to completing the overlay.

Mr. Steinmetz advised that he has photographs disputing Mr. Shane's assessment of the amount of material used for the repair. He stated that there is approximately a one-inch cover on that edge area. He stated that there is also existing asphalt from the road prior to the repair that extends into the right-of-way that was not cut off.

Mr. Shane explained that the road is thicker toward the center, not the edge.

Mr. Steinmetz clarified that Mr. Shane stated previously that the edge was made thicker. He asked Mr. Shane that by cutting the asphalt 3-4 inches as previously stated, that would remove one-third of the subbase. According to Lady Lake's specifications how thick is the subbase?

Mr. Shane advised that cores were not performed on the subbase and does not know the Town required specs.

Mr. Steinmetz stated that he has a photograph of the center of the road where the surveyors went down to the pin, and it is approximately 1.25-inch thick at the center of the road. He stated that he also has a photograph of the edge of the road showing that the existing asphalt protrudes past where Mr. Shane claimed to have removed it. The photo shows approximately 12-15-feet of the sod that cannot grow because of this. He stated that there is a one-inch difference at the edge as well. He stated that the road being graded prior would have provided the crown needed to maintain one inch across without having to increase the middle to get any slope.

Mr. Shane disagreed. He stated that if the base is removed with the asphalt, it would have to be filled and cannot maintain that cross slope 4-inches at the edge.

Mr. Steinmetz agreed if it was 4-inches. He asked Mr. Shane if it is proven to be one-inch thick at the edge, would he then agree with his previous statement?

Mr. Shane disagreed.

Mr. Steinmetz stated that the preexisting road had a grade with a fall coming from the center line to the outside edge and he clarified with Mr. Shane that he stripped the road.

Mr. Shane stated that he milled the road one inch.

Mr. Steinmetz stated it appears that one inch was laid over that; he asked if one inch of repaving was the spec for the contract.

Mr. Shane stated that the scope of work was to build one inch and replace it with one inch of asphalt.

Mr. Steinmetz asked Mr. Shane if he witnessed the saw cuts and asked if anyone of his crew could personally attest to it. He stated that he has been a contractor for several years, has credentials on how roadways are constructed, has built several developments and understands what it is to have a crew state that they performed a job thoroughly when, in fact, they took shortcuts.

Mr. Shane stated that he cannot speak to that.

Mr. Steinmetz confirmed with Mr. Shane that the material used for the repair was not delivered specifically for this project. Mr. Shane replied that the asphalt was from another road project in Lady Lake as the crew was already in town.

Mr. Steinmetz stated that he has contested the invoice for several months and today is the first time he has heard of the road being sawcut.

The Special Magistrate verified with Mr. Steinmetz that today is the first time he has spoken with Mr. Shane. He stated that whether Mr. Shane knew if Mr. Steinmetz was informed of the road being sawcut is not relevant.

The Special Magistrate asked Ms. Crain if she had a rebuttal. Ms. Crain stated she did not have anything to add. He also confirmed with Mr. Shane that he, too, did not have anything to add.

The Special Magistrate asked Ms. Crain if she had additional witnesses to testify. Ms. Crain replied negatively.

The Special Magistrate asked Mr. Steinmetz to present his testimony.

Mr. Steinmetz stated that it was his understanding that today's hearing was to be only regarding the road edge repair and was surprised to hear Ms. Crain testify about right-of-way obstruction. He stated that one of Ms. Crain's photos shows a blue dumpster that she testified was on the subject property. He stated the dumpster was on another property and that the dumpster has another contractor's permit box on it. He stated that many of Ms. Crain's photographs do not document things such as the repairs that needed to be made. He stated that the photos do not show a tape measure and there are no measurements.

The Special Magistrate stated that the proposed order presented to him is strictly related to the reimbursement of the invoice. He stated that the other issues are irrelevant to his final decision.

Mr. Steinmetz read a prepared statement:

I am here today representing myself and my company, Greg Steinmetz Construction, in response to the accusations made by the Town of Lady Lake involving 120 Hidden Oaks Rd. We are accused of damaging the roadside adjacent to a construction site where we were building a home. While I respect the concerns of the Town, I am hopeful to clarify the situation and demonstrate that the accusations are not founded. First, it is important to note that the Town of Lady Lake hasn't provided photos of the condition of the road prior to the commencement of our construction. Without such evidence it's impossible to establish a baseline against which any alleged damage could be measured. The Town has accused us of damaging a small portion of the edge of the road, yet they have not substantiated this claim with the dimensions of the damage, but only a photograph that would make it impossible to give an accurate quote to anyone who will provide any concrete proof of the dollar amounts requested or that my company in fact did the damage. When the Town official, Lori Crain, made us aware of the alleged damage, we took action and had Logan Sitework deliver rock the very next day and I personally spread it to secure the edge of the road and ensure safety as construction continued. This proactive measure I think highlights our addressing the potential issues. Furthermore, the timing of the Town's notice is critical. The notice to correct the supposed damage was given just days before the road was completed or completely repaired. This repaving project was independent of any actions on our part and was scheduled to address the overall condition of the road which needed repair long before our project began. This factories the significant questions about the validity of the claims against and the fairness of the charges being imposed. It's also worth mentioning that no quote was provided to us for the cost of repairing the alleged damage. The charges we face are not for actual expenses in our opinion but were hypothetical costs that were suggested by the road contractor. The contractor did not perform the additional work that we can see. Instead, it looks as if it was simply resurfaced; the road was part of the preexisting contract with the Town. No extra cutting, no removal or replacement of subbase material was conducted. This makes it clear that we are being unfairly billed for work that was

never separately identified or executed. At our meeting with Thad Carroll, Lori Crain, and Ted Williams on March 7, Thad recognized and affirmed that the road was already being fixed, had been fixed prior to being given a chance to fix it myself and/or having been given an estimate to fix it. And after Ted had admitted to all of those above as well as the fact that the road did not need extra prep work in our meeting or due to the fact that the road crew was already there for the road, I was asked to provide an estimate from another contractor. Several had been asked and none were able to respond with a quote as they also do work for the Town of Lady Lake and had conflict of interest. I was not allowed to give an estimation on my own as I typically would do as a state certified contractor to remedy this problem myself. However, I did have the opportunity to document the rest of the neighborhood specifically the adjoining roads, (Mr. Steinmetz submitted photos to the Special Magistrate) I believe the pictures I provided, from the same neighborhood show the existing streets have what I would call the same wear and tear from both the elements and normal driving and parking from everyday use. Please note the wear and tear in the photos I provided are from the roads that were in better condition than Hidden Oaks Drive. This is why Hidden Oaks Drive was repaved, and that wear and tear in them shows the same as the pictures Ms. Crain took as well. I would ask you to look at the photos and compare how the edge cracks, the edge chips, and even the areas in both Ms. Crain's photos and the ones from the roads that abut Hidden Oaks that have asphalt missing look quite identical in nature.

Mr. Steinmetz stated that Ms. Crain sent several photos to him on Oct. 18 and referred to these as he continued his testimony. He stated that one photo shows trusses and how Ms. Crain's truck is parked. He pointed out that Ms. Crain's truck is parked on the very edge of the road with tires hanging off the edge and the front wheel turned having pushed the edge where she is saying we damaged the road. This is a normal place to park and on a properly maintained road one would expect the edge to hold the vehicle and not crumble further. However, on a road that already has a compromised edge I can see where the road just in front of her truck had been there for quite some time and is likely to be one of the many reasons the road was being repaved this time, prior to our construction. Please note in the photos I have provided one is showing the depth of new asphalt. This is over a benchmark from the previous surveyor. You will actually see the survey pin/nail that was bent over and was damaged from the asphalt contractor doing the tear-up when he was milling the road.

Mr. Steinmetz produced a photograph showing the asphalt prior to the road being capped as evidence that the road contractor, in fact, did not cut away and do any extra work because the asphalt is still protruding into the yard. He noted the grass line in the picture indicating where the grass is green and where it is not and that this is in part prior to the road being wider in this area than what was capped, and the grass is not growing there. He indicated on a photo where

he uncovered a small portion of sod to expose the asphalt underneath. Another photo shows a tape measure indicating a one-inch depth on the edge instead of four-inches.

Mr. Steinmetz stated that in light of these facts, he respectfully requests that the following points be considered and have the charges dismissed:

Lack of evidence — the Town has not provided before and after photos to substantiate the claim of damage nor have they provided measurements documenting the damaged area as much of it, if not all, of the edge of the road shown in the picture was already present.

Proactive measures — when notified we took immediate action to secure the road when notified with lime rock the day after we spoke with Ms. Crain.

Timing of the Notice — the notice arrived just before the Town's planned repaving which was unrelated to our own construction activities.

Mr. Steinmetz stated that he has learned that the invoice has been paid separate to the contract. He stated that it is his practice, especially with road construction, to document change orders with pictures and quotes, not over a phone call, and that the change orders are approved prior to proceeding. He asked to see the quote and the approval of the quote prior to the repair, which he believes was brought in after the fact when he made his request. He stated that the invoice was not given to him prior.

Mr. Steinmetz stated that he would like to ask Mr. Williams more questions.

The Special Magistrate verified with Ms. Crain that she does not object to this.

Ted Williams, Maintenance Supervisor with the Town of Lady Lake

Mr. Steinmetz asked Mr. Williams if he has any photographs of the repairs and an invoice or an estimate of the repairs prior to the invoice showing that this repair was discussed prior to the road being repaved.

Mr. Williams replied negatively, adding that the contractor has done work for the town for many years and when a repair is needed, he does not submit a change order, he tells the contractor to make the repairs. He stated that because the contractor was in the area, he requested the contractor repair areas on Lady Lake Blvd. as well to avoid paying a separate transportation fee.

Mr. Steinmetz asked Mr. Williams in a situation such as this with a contractor, is it common practice to give that contractor the opportunity to price the job to repair it themselves and correct it?

Mr. Williams stated if time permits. He stated that it would have been more expensive if he had waited because the equipment would have to be brought back to town. He explained that other properties in the area also had pavement with broken edges that were patched, and the bill was

paid by the contractor. Mr. Williams reminded Mr. Steinmetz that the town does not use cold patch.

Mr. Steinmetz asked Mr. Williams if he witnessed the 100-foot x 2-foot saw cut or knew of anyone who witnessed it.

Mr. Williams stated that he was not present during the repairs, adding that he talked to Mr. Shane and Mr. Shane talked to the workman doing the repair. He stated the reason he forwarded Mr. Shane's email address and telephone number to Mr. Steinmetz is for them to discuss the issue.

Mr. Steinmetz asked Ms. Crain if it is common practice to give notice of a violation and if so, what timeframe is given to make corrective action?

Ms. Crain stated that it depends on the type of violation, time element involved to correct it, costs involved to the Town, or its severity such as a safety issue that needs corrected immediately.

Mr. Steinmetz reiterated that he does not believe that enough homework has been done to verify the contractor's work and if this contractor has lied to the town and taken advantage. He stated that it is his professional opinion that the road has not been cut back one foot or two feet; it has not been cut at all, it has been milled. He stated that he was in the area and witnessed the road being repaved.

The Special Magistrate asked Mr. Steinmetz for his experience with paving.

Mr. Steinmetz advised that he was a lab tech for Professional Service Industries, who tested highways, roadways, streets. He then went into field work and did LBR testing, proper testing. He stated that he was present for the road construction in El Camino Real in The Villages. He and his family have built several communities from the ground up doing the infrastructure, the underground, the horizontal and the vertical.

The Special Magistrate asked Mr. Steinmetz to indicate certain photos showing the area post paving that verifies his testimony. The Special Magistrate held up photographs individually.

Mr. Steinmetz explained one photo indicates the edge of the road next to the repaving. He noted where the tape measure is sitting on the edge of the new pavement on the road and the tape extends from the edge of the road and still shows preexisting asphalt under the sod that was never cut away from the road.

The Special Magistrate verified with Mr. Steinmetz that this photo was taken in front of the property. Mr. Steinmetz confirmed this is 120 Hidden Oaks and it is the exact same spot that Lori Crain's truck is parked in front of.

In another photo held up by the Special Magistrate, Mr. Steinmetz indicated that it is the same area as the previous photo without the tape measure. Another photo shows the depth of the side of the asphalt. He acknowledged that the depth is exaggerated due to the angle of how the photo was taken. He stated that the depth of the asphalt is approximately 1-1.25-inches on the very edge of the road. Another photo indicates the same hole from a higher vantage point to show the texture of the asphalt. Another photo was taken along the side of the road showing where that hole is in the road. He noted the mailbox at 120 Hidden Oaks is also in the photo, and the photo shows the length of the brown grass where the asphalt is under it.

The Special Magistrate asked Mr. Steinmetz to clarify items in other photographs.

The Special Magistrate asked the property owners if they wished to speak. Mr. McGhee replied from the audience that they have nothing to add.

Mr. Steinmetz stated that he has requested several times, and has been denied, to bond off this amount so the homeowners could enjoy their home without having to endure any more of this issue.

The Special Magistrate stated that he appreciates what Mr. Steinmetz wants to do for the homeowners yet he does not feel he has the authority to approve his request.

The Special Magistrate asked Ms. Crain if she had anything to add.

Ms. Crain replied negatively.

The Special Magistrate asked Ms. Crain if it is common practice for the Town to fix what is deemed to be a broken right-of-way and then bill the homeowners directly for the repair.

Ms. Crain replied that she has not had much experience with this type of issue. She stated because the repair must adhere to Town standards, there have been times when the property owners have given permission and paid for the repair.

The Special Magistrate verified with Ms. Crain that she had received verbal approval from the property owners.

Ms. Crain replied that she cannot speak to that as this was handled through the Public Works department.

The Special Magistrate asked if someone is required to adhere to Town code by complying with Town standards, are they required to use the Town's contractor for the repair?

Ms. Crain replied that she does not believe that is required. She stated that it is required for repairs to meet the Town's specifications.

The Special Magistrate asked if he is correct in deducing that the main objection is not that the right-of-way had to be repaired, but that it is the cost of the repair.

Mr. Steinmetz replied that he is objecting because he was told that he did all the damage to the entirety of the front of 120 Hidden Oaks and his pictures of the area show the condition of the roads in the area and that Hidden Oaks was in worse condition. He stated that he believes that is why it was paved first. He stated that the road already had chips by the fact of vegetation growing through it. He acknowledged that there are fine edges that he did roll over and to that degree he was asking for a stipulated amount of damage with measurements, etc., and he told Ms. Crain if his crew caused any damage, they would fix it.

Mr. Steinmetz reiterated that he does not feel that he is responsible for the damage. He stated that because there were plans to repave the road and that the project was completed, he did not receive an opportunity to return the area to its original condition according to section 115 of the LDRs.

Mr. Steinmetz stated that several photos were taken while he was correcting the right-of-way and it is to be expected that debris would be on the road while the actual construction of the right-of-way is being done, while returning it back to its natural edge, which was done, ensuring everything is functioning properly.

Mr. Steinmetz stressed that his main reason for contesting this is that it seems to be a hypothetical charge of what it would have cost if the contractor had to do it without having the road worked on.

The Special Magistrate verified with Mr. Steinmetz that he attempted to receive quotes from other contractors.

Mr. Steinmetz replied affirmatively, adding that two contractors advised him that they did not want to get involved with this issue because they do work for the Town. He stated that he could obtain a quote for the 100-foot x 2-foot sawcut. Also, the contractor does not have any photos of the damage with tape measurements. Therefore, there is no way to quantify how much needed to be done.

John McGhee, 120 Hidden Oaks Dr., Lady Lake

The Special Magistrate asked Mr. McGhee if he was contacted by someone from the Town asking if he would be willing to pay for repairs prior to the repairs being made.

Mr. McGhee stated his only contact from the Town were the emails from Ms. Crain. He stated that there were never any figures included or indication that he pay for anything.

The Special Magistrate verified with Mr. McGhee that the Town did not communicate in any way regarding the price to be paid.

The Special Magistrate confirmed with Ms. Crain that the Certificate of Occupancy cannot be issued until this is paid.

Ms. Crain replied that is what the Town is requesting.

The Special Magistrate stated that he does not have enough evidence to make a ruling for either party. He stated that sufficient questions have been raised by the Respondent as to what work was actually done. He stated that his hands are a bit tied because he does not know how the property looked prior to the work commencing. He stated that the bigger issue is that there probably was some right-of-way damage and cannot determine to what extent because there are no photographs of the property prior to the repair.

The Special Magistrate stated that he does not feel this issue was conducted in the right manner in that there was no ability for the Respondents to fix the problem because the Town did some “self-help” with this issue and repaved the right-of-way without an agreement from the Respondent. He acknowledged that there could be a provision of the Town code that he has not been made aware of that forces people to accept the work that was done and pay for it. He stated from his experience with other right-of-way damage cases the municipality notifies the Respondent, and they have the opportunity to make the repair at their own cost. He stated that he would have liked to see quotes.

The Special Magistrate stated that by continuing this case, it prolongs the time that the homeowners are denied their Certificate of Occupancy.

The Special Magistrate reiterated that there was probably damage to the right-of-way and cannot dismiss this case as that is stating there was not a violation. He stated that he does not care for the way the Town repaired the area without allowing the Respondent an opportunity to agree to the cost.

Ms. Crain offered that the Town will absorb the cost of the invoice and requests that the Respondent pay for the administrative cost of this hearing.

Mr. Steinmetz agreed with Ms. Crain’s proposal.

The Special Magistrate stated that based on the evidence and testimony in this case and Order of Enforcement is warranted. The Respondents shall pay all costs associated with this matter in the amount of \$150.00 to be paid by 5:00 PM June 10, 2024. Failure to pay all costs by the said date shall result in an Order of Fine being entered in the amount of \$150.00. The Respondent shall receive a copy of the full Order.

4. Case 23-002832 — 103 Carolina Ave., Jeanette Hertzfeld — Minimum Standards – Maintenance/appearance Section 20-20(a)(1), Exterior Surfaces Maintained Adequately; Nuisances – Section 7-67, Trash, Weeds, Vegetation; Order of Enforcement (Denise Williams)

Code Enforcement Officer Williams presented this case stating that she observed multiple violations on this property on November 7, 2023. A courtesy violation notice was mailed to the

Respondent and a subsequent site visit showed non-compliance. The violation notice was sent via USPS certified mail and was returned unclaimed on 12/27/2023.

Ms. Williams advised that she received a call from Raymond Hertzfeld who stated that the house belonged to his mother, who has passed away. She reviewed each of the violations with him and he stated that he had already removed some of the junk and that he had mowed the grass. Mr. Hertzfeld stated that he could get the inoperable vehicle tagged or remove it from the property, and that he had no intention of replacing the screens on the porch. Ms. Williams explained to Mr. Hertzfeld that the screens and the skirting had to be repaired in order to bring the property into compliance.

Ms. Williams stated that a re-inspection of the property on January 24, 2024, revealed progress toward compliance and one of the initial code violations was closed.

Ms. Williams stated that she received a call from Mr. Hertzfeld on February 26, 2024. He stated that he removed the tree debris, mowed the grass, and removed some of the junk and replaced the missing skirting. He explained that he made arrangements to have the storage containers pressure washed and that he intended to tear down the porch on the back of the home because it has deteriorated beyond repair. Ms. Williams advised Mr. Hertzfeld that a demo permit is required prior to removing the porch. He stated that he would discuss this issue with a contractor. She granted Mr. Hertzfeld a one-month extension and asked him to either repair the porch or have a permit application submitted into the building department for the demo by the end of March.

Ms. Williams stated that she conducted a site inspection on February 28, 2024, and observed more progress toward compliance. She confirmed that the tree debris and the junk had been removed from the property, the grass had been mowed and the skirting around the home had been repaired as well. Code Violation 7-46 was brought into compliance and closed.

A re-inspection on April 1, 2024, revealed no additional progress, vines were observed growing on the home, the stairs, and on the top of the fence, along with overgrowth. Subsequent site inspections revealed no further progress.

Staff recommendation: Find Respondent in violation of the cited codes. Impose an administrative fee of \$150.00 and allow the Respondent until June 24, 2024, to bring the property into compliance or a fine of \$25 per day will begin to accrue until the property comes into compliance. If the property is not brought into complete compliance by this date or if the administrative fee is not paid by this date, an Order of Fine will be recommended at the July 23, 2024, hearing.

The Special Magistrate stated that based on the evidence and testimony in this case and Order of Enforcement is warranted. The Respondent shall pay all costs associated with this

matter in the amount of \$150.00; Respondent shall have until 5:00 PM June 24, 2024, to bring the property into compliance to cure the cited violation(s), including payment of all costs. Failure to bring the property into compliance with the cited codes shall result in an Order of Fine being entered at the rate of \$25.00 per day to commence on June 25, 2024, and will continue to accrue at the daily rate until such time that the property comes into compliance. The Respondent shall receive a copy of the full Order.

5. Case 23-000243 — 445 Cierra Oaks Cir., Pierre Nexon and Chantia Ruffin — Town of Lady Lake Land Development Regulations Section 9-2(h)(1), Residential Uses; Order of Enforcement (Denise Williams)

This case was not presented.

6. 24-000838 — 212 Ann St., Robert Lee Gilliam, Jr — Establish Repeat Offender (Denise Williams)

Code Enforcement Officer Williams presented this case stating that she observed an untagged vehicle parked in the driveway on January 29, 2024. Subsequent site inspections revealed non-compliance until May 6, 2024, when she observed that the property had been cured of all violations. She hand-delivered the hearing notice to Mr. Gilliam advising him that this case would be presented at the Special Magistrate hearing as there have been multiple cases on this property for inoperable vehicles and junk, and that his property repeatedly reverts to noncompliance.

Ms. Williams advised that on May 14, 2024, the property was found to be in violation as a large tire and mechanical equipment was present near the fence in the front yard.

Staff recommendation: Find Respondent in violation of the cited codes; impose an administrative fee of \$150.00 and allow the Respondent until June 4, 2024, to bring the property into compliance or a fine of \$25 per day will begin to accrue until the property comes into complete compliance. If the property is not brought into complete compliance by this date or if the administrative fee is not paid by this date, an Order of Fine will be recommended at the July 23, 2024, hearing.

The Special Magistrate asked if there is anyone present who wished to speak regarding this case.

Robert Gilliam, Jr. 212 Ann St.

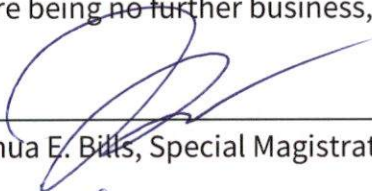
Mr. Gilliam stated that his three sons will leave items in his driveway until there's enough to scrap. He stated that one son purchased a vehicle and before he could get the tag for it, Ms. Williams confronted him about it. Mr. Gilliam stated that when Ms. Williams notifies him of the violations, he and his sons rectify it. He stated that his sons will not put items out of public view.

The Special Magistrate stated that it is Ms. Williams' job to enforce the codes of the Town of Lady Lake.

The Special Magistrate stated that based on the evidence and testimony in this case and Order of Enforcement is warranted. The Respondent shall pay all costs associated with this matter in the amount of \$150.00; Respondent shall have until 5:00 PM June 4, 2024, to bring the property into compliance to cure the cited violation(s), including payment of all costs. Failure to bring the property into compliance with the cited codes shall result in an Order of Fine being entered at the rate of \$25.00 per day to commence on June 5, 2024, and will continue to accrue at the daily rate until such time that the property comes into compliance. It is further ordered that any future violations of the cited codes be cited as Repeat Violations and the property owner as a Repeat Offender. The Respondent shall receive a copy of the full Order.

ADJOURN

There being no further business, the meeting was adjourned at 12:39 p.m.



Joshua E. Bills, Special Magistrate

Carol Osborne, Deputy Town Clerk