

36-2

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 5, 2008

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Office of Financial Management and Budget

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve a negotiated settlement offer in the amount of \$11,860.00 for the full satisfaction of a Code Enforcement Lien that was entered against Judy W. Hoffman, et al on November 3, 2004.

**Summary:** The Code Enforcement Special Master (CESM) entered an Order on July 7, 2004 giving Judy Hoffman, et al until August 6, 2004 to correct the lack of required parking wheel stops/curbs and spaces, to repair the potholes and cracks in the asphalt parking lot and to stripe the parking spaces of the convenience store/gasoline station. Compliance with the CESM's Order was not achieved by the ordered compliance date and a fine in the amount of \$50.00 per day was imposed. The CESM then entered a claim of lien against the owners of the property on November 3, 2004. The cited code violations were fully corrected as of January 6, 2006. The total accumulated lien amount through May 17, 2007, the date settlement discussions began, totaled \$35,574.43 of which Ms. Hoffman has agreed to pay the County \$11,860.00 (33.3%) for full settlement of their outstanding Code Enforcement Lien. (District 2) (PGE)

**Background and Policy Issues:** The initial violations that gave rise to this code enforcement case were for lack of required parking wheel stops/curbs and striped parking spaces and cracks and potholes in the asphalt parking lot of the convenience store/gasoline station located on the southeast corner of Military Trail and Forest Hill Boulevard. The Special Master gave Judy Hoffman, et al until August 6, 2004 to obtain compliance or a fine of \$50.00 per day would begin to accrue. A follow-up inspection by Code Enforcement on August 12, 2004 confirmed that the property was still not in compliance. A code lien was then entered against Judy Hoffman, et al on November 3, 2004. The Collections Section of OFMB was recently contacted by Ms. Hoffman's attorney to discuss a settlement of the outstanding code lien. The Collections Section of OFMB, after careful review, evaluation, and discussions, agreed to present the proposed settlement offer in the amount of \$11,860.00 to the Board for approval.

(Continued on Page 3)

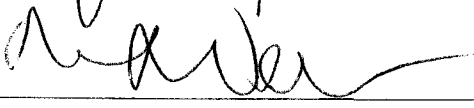
**Attachments:**

Recommended by:

  
Department Director

1/28/2008  
Date

Approved by:

  
County Administrator

1/29/08  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$11,860)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$11,860)</u>	_____	_____	_____	_____

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X  
Budget Account No.: Fund 0001 Department 600 Unit 6241 Object 5900

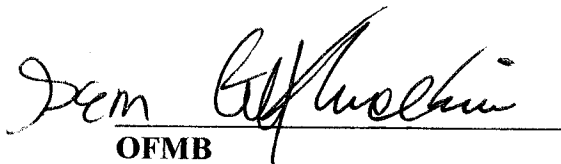
Reporting Category \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

### C. Departmental Fiscal Review:

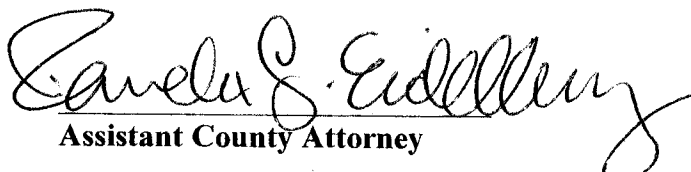
## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

  
OFMB

N/A  
Contract Dev. and Control

### B. Legal Sufficiency:

  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment

## Background and Policy Issues Continued

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The mitigating factors considered during our review and evaluation are as follows:

1. Ms. Hoffman and her late brother (James Wells), owned the property, which is located on the S. E. corner of Military Trail and Forest Hill Boulevard. The property was leased to S. A. F. Investments, Inc., which was responsible for maintaining the property in conformity with all County codes. When the lessee attempted to sublease some of the building's space to another business, an inspection was automatically triggered in conjunction with the occupational license application filed for the additional business. As a result of the inspection, it was found that there was a lack of required parking wheel stops/curbs and striped spaces together with cracks and potholes in the parking lot. The cracks and potholes violations were corrected immediately which left the required parking spaces to be properly striped and wheel stops/curbs violations outstanding. The owners demanded that the lessee rectify the violations, pursuant to their lease agreement. When the lessee failed to correct the violations, the property owners hired an engineer to rectify the parking spaces problem, and to get the parking spaces painted. Subsequently, they filed a lawsuit against the lessee. The lessee was evicted from the property and a judgment was obtained by the owner, but the likelihood of any recovery is remote as the business that leased the convenience store/service station has no assets and the former lessee's other businesses are all set up under different corporations and therefore cannot be attached by this judgment.
2. A major issue that complicated the parking spaces violation is that when Military Trail and Forest Hill Boulevard were both widened years ago, land was taken from Ms. Hoffman's property, which negatively impacted the original site plan for that property which had been approved years before the widening of both roads. Due to the fact that some of Ms. Hoffman's property had been taken by the State and County during the widening projects, Ms. Hoffman had to hire an engineer to redesign the parking lot configuration, which would have probably never come up if it were not for the lessee's attempt to sub lease a small portion of the store to another business entity.
3. Ms. Hoffman and her late bother, while ultimately responsible for the property and insuring that it was in compliance with all applicable County codes, attempted to force the lessee to comply with the requirements of their lease agreement. When the lessee failed to comply, Ms. Hoffman ended up with a substantial code lien and worthless judgment against the former lessee. Ms. Hoffman wants to settle this lien matter and put it behind her. She has agreed to pay the County \$11,860 to settle the lien.
4. Ms. Hoffman recently spent a considerable amount of money to remove the buildings on the subject property, which is now a vacant lot properly maintained in accordance with County codes and regulations.
5. The gravity of the violations, together with the fact that there were no life/safety issues involved, warrants consideration of a reduction of Ms. Hoffman's substantial lien amount.

An Affidavit of Compliance has been issued by Code Enforcement and states that the cited violations were corrected as of January 6, 2006 and that the property is in full compliance with the CESM's Order. Further, the cited violations did not involve any health/safety issues.

Settlement offers that reduce any debt amount due to Palm Beach County by more than \$2,500 require the approval of the Board of County Commissioners, per Countywide PPM# CW-F-048. This settlement offer exceeds the \$2,500 limit and requires Board approval.

In light of the above stated circumstances, Staff believes that the proposed settlement is fair and in the best interest of Palm Beach County.