

**SPECIAL MAGISTRATE
CITY OF FORT LAUDERDALE, FLORIDA**

CITY OF FORT LAUDERDALE

Petitioner

Vs.

**SHOPPES OF FORT LAUDERDALE
BEACH LLC**

Respondent(s)

Case No. CE14090376

Address: 101 S FTL BEACH BLVD

Inspector: LEONARD CHAMPAGNE

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter came before the Special Magistrate on two separate occasions. A hearing was held and evidence submitted by both the City and the property owner. Following the second hearing it was requested by the undersigned that Memoranda of Law be submitted by both sides on the narrow issue of whether the Special Magistrate has jurisdiction to review and interpret the Code of Ordinances of the City of Fort Lauderdale. It is the City's position that Special Magistrate does not have this authority.

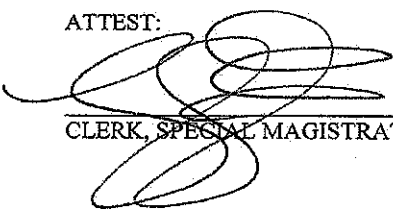
Having heard all the evidence, argument of counsel as well as review of the Memoranda of Law the undersigned finds as follows:

Pursuant to §11-3 of the Code, Special Magistrate has jurisdiction to hear and decide code violation cases. Further pursuant to §11-14 it is required that the Special Magistrate issue a written order setting forth findings of fact and conclusions of law. This is a quasi judicial process. (See Verde v. Metropolitan Dade County, 684 So 2d. 870 (3d DCA 1996.) It is the opinion of the undersigned that this exercise requires taking evidence to establish the findings of fact and applying that evidence to the code in arriving at conclusions of law and ultimately deciding the case. This is the procedure established by the City to prosecute code violations and provide an opportunity to the property owner to be heard.

The facts as presented established that with regard to the sandwich sign it was agreed that a proper permit was obtained and therefore this was complied before the hearing, rendering this issue moot. It was agreed that the interior signs were not affixed to the window and were more than 6 inches from the window. This stipulation makes it clear that the signs in question do not meet the definition of a "window sign" under §47-22.2(31). The property owner is therefore not required to follow the specifications in the code relating to window signs. The property owner would still have required a permit for the signs however, if it did not fall under one of the stated exemptions of §47-22.7. It is the determination of the undersigned that the plain language of §47-22.7 (A) (6) renders the signs in question exempt from provisions of §47-22. It is determined that these signs are interior signs not subject to permit. The undersigned is not unmindful of the fact that these signs that are clearly visible from the walkway however, I do not believe my authority extends beyond applying the plain language of the Code. The undersigned therefore finds for the property owner.

DONE AND ORDERED this 13th day of January, 2015.

ATTEST:


CLERK, SPECIAL MAGISTRATE


SPECIAL MAGISTRATE

Exhibit 2
15-0170

CITY OF FORT LAUDERDALE)

Petitioner)

Vs.)

SHOPPES OF FORT LAUDERDALE)
BEACH LLC)

Respondent(s))

Case No. CE14090376

Address: 101 S FTL BEACH BLVD

Inspector: LEONARD CHAMPAGNE

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 27 day of January 2015, by Rose-Ann Flynn, as Special Magistrate, and Porshia Goldwire, as Clerk, who are personally known to me or have produced _____ as identification.

(SEAL)

SHANI ALLMAN
MY COMMISSION # FF 060754
EXPIRES: October 7, 2017
Bonded Thru Budget Notary Services



[Signature]

Notary Public, State of Florida (Signature
of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number: _____



SHANI ALLMAN
MY COMMISSION # FF 060754
EXPIRES: October 7, 2017
Bonded Thru Budget Notary Services