

**BEFORE THE SPECIAL MAGISTRATE
OF THE CITY OF DELTONA, FLORIDA**

CITY OF DELTONA, FLORIDA,
a municipal corporation,
Petitioner,

vs.

DELINA WAINWRIGHT,
Respondent,

CASE NOS.: DEL-15-191 and DEL-20-083

and

WESLEY WAINWRIGHT,
Requester.

_____/

Property Address: 3254 Agar Terrace, Deltona, Florida 32738
Parcel ID No.: 8130-35-04-0110

RECOMMENDATION FOR REDUCTION OF FINES AND LIENS

THIS CAUSE came before the undersigned Special Magistrate on June 24, 2026, upon the verified applications, as amended, of the Requester, Wesley Wainwright, for a reduction of code enforcement fines and liens, filed pursuant to Section 2-156 of the City of Deltona Code of Ordinances (the "City Code"). The Requester appeared with counsel, Michael Moore, Esquire, and testified under oath. The City appeared through Code Compliance Officer Todd Meade, who presented the case history and the City's position. Having reviewed the verified applications and amended applications and the documentary materials submitted, having afforded the Requester a full opportunity to be heard, having considered the factors enumerated in Section 2-156.03 of the City Code, and being otherwise fully advised, the undersigned makes the following Findings of Fact, Conclusions of Law, and Recommendation to the City Commission of the City of Deltona.

FINDINGS OF FACT

1. The real property that is the subject of these proceedings is located at 3254 Agar Terrace, Deltona, Florida 32738, and is identified as Parcel ID No. 8130-35-04-0110 (the "Property"). The Property is now owned by the Requester, Wesley Wainwright.
2. These consolidated matters concern two code enforcement cases, each arising from an improvement made to the Property without the building permit required by Section 18-3 of the City Code, which adopts Section 105.1 of the Florida Building Code. Case No. DEL-15-191 concerns a shed installed without a permit and not located within the City's setback requirements. Case No. DEL-20-083 concerns a rear screen enclosure installed without a permit.

3. The violations were charged against Delina Wainwright, the Requester's mother and the prior owner of the Property. She purchased the Property in or about April 2012. On or about December 1, 2025, she transferred the Property to the Requester by quitclaim deed. That transfer was not an arm's-length purchase and sale, and no title examination was performed in connection with it.
4. The City opened Case No. DEL-15-191 in May 2015 upon observing a shed in the rear yard without a permit. A Notice of Violation dated June 30, 2015, required correction by July 20, 2015, and directed the owner to apply for a permit for the shed, ensure that the structure met all City requirements, obtain approval on final inspection, and provide the permit number to the City.
5. Following hearings on July 22 and September 23, 2015, the Special Magistrate entered an Order Imposing Penalty/Lien in Case No. DEL-15-191, finding noncompliance and imposing a fine of \$50.00 per day, effective September 23, 2015, to run until compliance was achieved or until a cap of \$10,000.00 was reached. The order was recorded in the Public Records of Volusia County, Florida.
6. The City opened Case No. DEL-20-083 in July 2020 upon observing a rear screen enclosure without a permit. On September 23, 2020, following a duly noticed hearing, the Special Magistrate entered an Order Finding Violation and Requiring Compliance, which required correction no later than fourteen (14) days after September 23, 2020, and provided that a fine of \$50.00 per day would be imposed for each day the violation continued thereafter.
7. On November 18, 2020, following a further hearing, the Special Magistrate entered Findings of Notice and Non-Compliance, Conclusions of Law, and Order of Fine in Case No. DEL-20-083, finding that the Property had not come into compliance by October 7, 2020, imposing an accrued fine of \$2,100.00 (representing forty-two (42) days at \$50.00 per day), and providing for continued accrual at \$50.00 per day. The order was recorded in the Public Records of Volusia County, Florida.
8. The Property came into compliance in May 2026 after the Requester obtained after-the-fact permits and completed the required corrective work. As to the shed, Permit No. BLDR26-1390 was issued, and the shed was relocated to satisfy the City's setback requirements. As to the screen enclosure, the Requester obtained engineered plans, obtained Permit No. BLDR26-1384, paid the required permit fees, and obtained a passed final inspection. The permits issued on or about May 13-14, 2026, and final inspections passed on or about May 18-19, 2026.
9. Based upon the City's affidavits of compliance and its presentation at the June 24, 2026, hearing, the Property remained out of compliance in Case No. DEL-15-191 for three thousand nine hundred two (3,902) days, with the accrued fine reaching the applicable cap of \$10,000.00; and in Case No. DEL-20-083 for two thousand forty-five (2,045) days, yielding an accrued fine of \$102,250.00. The aggregate

accrued fine for the two cases, as computed and submitted by the City, is \$112,250.00.

10. The City's documented enforcement and operational cost is \$1,836.78 in Case No. DEL-15-191 and \$1,876.78 in Case No. DEL-20-083—comprising, among other things, code officer time, administrative processing time, mailing, recording, vehicle time, and Special Magistrate hearing time—for a total documented cost of \$3,713.56.
11. The Requester testified, and stated under oath in his amended applications, that he did not construct, install, or arrange for the shed or the screen enclosure, and that he did not know of the code enforcement cases or the recorded liens until early May 2026, when title work performed in connection with a potential sale of the Property revealed them. The Requester resides out of state and was not involved in his mother's affairs at the time the improvements were made.
12. The amended applications and the un rebutted hearing presentation reflect that Delina Wainwright is now eighty-six (86) years old, has experienced deteriorating health and memory loss, has limited formal education, was widowed before purchasing the Property, and historically relied on others, including persons hired to perform work at the Property, to address permitting and compliance with governmental requirements. The record does not identify the person or entity that installed the shed or constructed the screen enclosure; it supports the conclusion that those improvements were performed for Delina Wainwright by others and that the failure to obtain permits was not caused by the Requester.
13. After learning of the liens in early May 2026, the Requester acted promptly. He obtained the necessary permits and engineered plans, relocated the shed, paid the permit fees, and achieved passed final inspections within approximately two weeks, in May 2026. The City acknowledged at the hearing that the structures were well constructed and exhibited no construction defects, and that the violations consisted of the failure to obtain permits and to pay permit fees.
14. The Requester's amended applications requested that the liens be reduced to the City's costs of investigation, recording, and other administrative costs. Because the City's documented costs were not known when the applications were filed, the Requester proposed payment of \$1,500.00 in Case No. DEL-15-191 and \$2,500.00 in Case No. DEL-20-083, for a total proposed payment of \$4,000.00.
15. The City offered no testimony of prior or subsequent adjudicated code violations at the hearing and did not rely on any such history in support of its position. The case file in Case No. DEL-15-191 includes records reflecting earlier code enforcement case entries associated with the Property during the prior ownership; the nature, merits, and disposition of those entries were not developed in this record.

16. The City offered no reduction recommendation and requested full recovery of the \$112,250.00 in accrued fines. The City identified no minimum, floor, or fixed-percentage parameter governing a recommended reduction.

CONCLUSIONS OF LAW

1. Pursuant to Section 2-156 of the City Code, the City Commission possesses the sole authority to hear and decide requests for the reduction or waiver of code enforcement fines and liens. Under Section 2-156.03, the Special Magistrate hears the request and renders a recommendation to the City Commission for final action; that recommendation may be for approval, approval with conditions, or denial, and may include a recommended reduced amount.
2. Section 2-156.03 directs the Special Magistrate, in formulating a recommendation, to consider six factors: (a) the gravity of the violation; (b) the time it took the violator or property owner to come into compliance; (c) the accrued amount of the fine or lien; (d) any previous or subsequent code violations; (e) any financial hardship; and (f) any other mitigating circumstances that may warrant reduction or satisfaction of the penalty or fine. As a guiding principle, code enforcement fines of this character are remedial and coercive in nature. Their purpose is to compel compliance, not to generate revenue. Once compliance has been achieved, the deciding authority is empowered to make an equitable adjustment of the accrued amount, with due regard for proportionality, deterrence, and the City's legitimate enforcement interest.
3. As to the gravity of the violations (factor (a)), the violations are of low-to-moderate gravity. The City's permitting requirement protects important public interests by ensuring that structures and improvements comply with applicable building, zoning, setback, and safety requirements, and the violations therefore were not trivial. At the same time, both improvements were ultimately permitted and passed final inspection. The shed required relocation to satisfy setback requirements, but the record does not establish encroachment onto neighboring property; the screen enclosure required after-the-fact permitting and plans, but the record does not establish that the enclosure was unsafe or that it required demolition or substantial reconstruction. This factor supports the retention of a meaningful residual fine but does not support denial of relief.
4. As to the time to compliance (factor (b)), this factor weighs against the Requester, but with important mitigation. The shed case remained unresolved for approximately three thousand nine hundred two (3,902) days, and the screen-enclosure case for approximately two thousand forty-five (2,045) days. Those are extraordinary periods of noncompliance, and the City's enforcement orders are not rendered inconsequential merely because the violations were later corrected. At the same time, the unrebutted evidence is that the Requester neither created the violations nor knew of them until early May 2026, and he then achieved compliance within approximately two weeks. This factor therefore weighs against

a near-total waiver, but far less heavily than it would in a case involving a requester who personally created the violation or who delayed after learning of it.

5. As to the accrued amount (factor (c)), this factor supports a substantial reduction. The aggregate accrued fine of \$112,250.00 is very substantial in absolute terms and in relation to the City's documented enforcement cost of \$3,713.56. Because compliance has now been achieved, and because the violations were permit-related regulatory violations rather than demonstrated continuing safety hazards, retention of the full accrued amount would be disproportionate to the violations and would operate more punitively than remedially on this record.
6. As to previous or subsequent violations (factor (d)), this factor is, at most, modestly unfavorable to reduction. The City neither presented nor relied upon evidence of prior or subsequent adjudicated violations at the hearing. Although the case file in Case No. DEL-15-191 reflects earlier code enforcement case entries associated with the Property during the prior ownership, the nature, merits, and disposition of those entries were not developed, and they are attributable to the prior owner rather than to the Requester. The two cases under review do involve more than one unpermitted improvement at the same Property, but the record does not establish a broader pattern of adjudicated noncompliance bearing on the equities of the present request. This factor does not weigh heavily against relief.
7. As to financial hardship (factor (e)), the record contains limited evidence, and this factor is neutral or, at most, only modestly mitigating. The Requester did not present detailed financial documentation. His need to clear title in connection with a potential sale of the Property is understandable, but that circumstance does not, by itself, establish financial hardship as an independent basis for reduction.
8. As to other mitigating circumstances (factor (f)), this factor strongly supports a substantial reduction. The Requester did not create the violations, did not own the Property when they occurred, did not arrange for the unpermitted work, and did not know of the code enforcement cases or the recorded liens until they were discovered through title work in early May 2026. The Property was conveyed to him by quitclaim deed by his elderly mother, who, on the unrebutted record, lacked the practical capacity to understand or navigate the permitting and code enforcement process. Once the Requester learned of the liens, he acted promptly and effectively to obtain permits and plans, relocate the shed, pay the permit fees, and achieve compliance. These circumstances are materially distinct from a case in which the applicant personally performed unpermitted work, ignored enforcement orders, or delayed after learning of the violations.
9. The proportionality concern is especially pronounced in this matter. The record reflects a just or assessed value for the Property on the order of \$165,000.00, such that the screen-enclosure fine alone, approximately \$102,250.00, approaches two-thirds of the Property's value, and the aggregate fine exceeds that proportion. A penalty of that magnitude for the failure to obtain an after-the-fact permit

implicates the proportionality principles reflected in the Excessive Fines Clauses of the United States and Florida Constitutions. *See* U.S. Const. amend. VIII; Art. I, § 17, Fla. Const.; *cf. Timbs v. Indiana*, 586 U.S. 146, 151 (2019) (The Excessive Fines Clause is incorporated against the states through the Fourteenth Amendment's Due Process Clause). The undersigned does not adjudicate any constitutional claim, the determination of the appropriate reduction being committed to the City Commission; the point bears upon the equities and confirms that a substantial reduction is warranted and would serve to insulate the City's final action from challenge on proportionality grounds. It is notable in this regard that the City's own 2015 order in Case No. DEL-15-191 capped the shed fine at \$10,000.00, whereas the 2020 orders in Case No. DEL-20-083 contained no comparable cap and permitted that fine to accrue without limit to \$102,250.00.

10. Weighing the foregoing factors together, a substantial reduction is warranted. The reduction should not, however, be limited to the \$4,000.00 total proposed by the Requester. Although that aggregate offer slightly exceeds the City's documented costs, it would leave only \$286.44 as a sanction for two violations that remained unresolved for years, and, on a per-case basis, the \$1,500.00 proposed in the shed case would not even reimburse that case's documented cost of \$1,836.78. A sound recommendation should fully reimburse the City's documented costs in each case and add a monetary sanction sufficient to reflect the extraordinary duration of noncompliance and to preserve the deterrent function of the City's code enforcement process, while giving full weight to the unusually strong mitigation shown by the Requester's lack of involvement, lack of knowledge, and prompt corrective action once the liens were discovered.
11. A residual amount of \$7,500.00 accomplishes that balance. It fully reimburses the City's documented enforcement and operational cost of \$3,713.56 and imposes an additional monetary sanction of \$3,786.44. This residual sum is approximately double the City's documented cost and approximately \$3,500.00 more than the Requester proposed to pay. It represents a reduction of approximately ninety-three percent (93%) from the aggregate accrued fine. The undersigned concludes that \$7,500.00 is a reasonable, proportionate, and equitable residual that recognizes the extraordinary duration of noncompliance without disregarding the exceptional mitigation present on this record.
12. The \$7,500.00 residual is appropriately allocated \$2,500.00 to Case No. DEL-15-191 and \$5,000.00 to Case No. DEL-20-083. Each allocation independently reimburses that case's documented cost and retains a sanction component: the \$2,500.00 in the shed case exceeds the documented cost of \$1,836.78, leaving a sanction of \$663.22, and the \$5,000.00 in the screen-enclosure case exceeds the documented cost of \$1,876.78, leaving a sanction of \$3,123.22. The shed case bears a higher residual as a percentage of its accrued fine (twenty-five percent of the \$10,000.00 cap) because that fine was already capped, whereas the screen-enclosure case—in which the disproportion between the violation and the accrued fine is greatest—bears a low percentage (approximately five percent of

\$102,250.00). This allocation gives greater weight to the larger accrued fine and the more substantial improvement involved in Case No. DEL-20-083 while ensuring recovery of the City's costs and a sanction in each case.

13. Accordingly, the appropriate recommendation is one of approval with conditions, conditioned upon the timely payment of the residual amount, with the full accrued amount to remain due and enforceable in the event the condition is not satisfied.

RECOMMENDATION

NOW, THEREFORE, the undersigned Special Magistrate **RECOMMENDS** to the City Commission of the City of Deltona, pursuant to Section 2-156 of the City Code, as follows:

1. The applications for reduction of code enforcement fines and liens in Case Nos. DEL-15-191 and DEL-20-083 should be **APPROVED WITH CONDITIONS**.
2. The aggregate accrued fine of \$112,250.00 should be reduced to a residual amount of \$7,500.00, allocated \$2,500.00 to Case No. DEL-15-191 and \$5,000.00 to Case No. DEL-20-083.
3. The reduction should be conditioned upon payment of the \$7,500.00 residual amount within thirty (30) days of the City Commission's final order unless the City Commission directs otherwise. The City Commission may, in its discretion and as a condition of approval, permit payment of the residual amount on a reasonable installment schedule.
4. Should the residual amount not be paid timely in accordance with any deadline or schedule established by the City Commission, the applications should be deemed automatically denied pursuant to Section 2-156.05, and the full accrued amount of \$112,250.00 should remain due and enforceable, less any amount actually paid and credited by the City.
5. Upon timely satisfaction of the conditions imposed by the City Commission, the City should prepare and record such satisfaction or release of lien documents as are necessary to reflect the approved reduction and payment.
6. In accordance with Section 2-156.04, the City Clerk or designee shall place the applications for reduction or release of lien/fine/judgment on the agenda of the next regularly scheduled City Commission meeting. The City Commission retains the sole authority to approve, approve with conditions, or deny the applications.

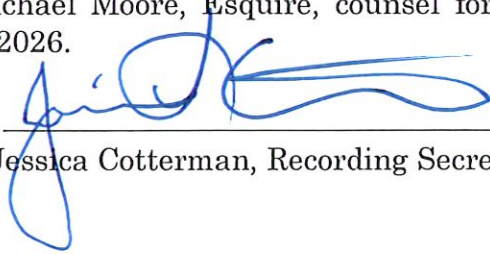
DONE AND ORDERED at the Division of Administrative Hearings, Tallahassee, Florida, this 30th day of June, 2026.



John G. Van Laningham, Special Magistrate

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Recommendation has been furnished by U.S. Mail to Wesley Wainwright, 3254 Agar Terrace, Deltona, Florida 32738, and to Michael Moore, Esquire, counsel for the Requester, this 15th day of July, 2026.



Jessica Cotterman, Recording Secretary