

## PROPERTY MAINTENANCE CODE BOARD OF APPEALS

The Property Maintenance Code Board of Appeals met on October 19, 2015 at 2:00 p.m. with Mr. Scott Koenig, City Manager, presiding. Mr. Martin was present. Mr. Perza was absent.

Staff members present were Mrs. Townshend, Ms. Bowen, and Ms. Devine.

### **AGENDA ADDITIONS/DELETIONS**

**Mr. Martin moved for approval of the agenda, seconded by Mr. Koenig, and unanimously carried.**

### **Property Maintenance Code Violation (Chapter 114 - Vegetation, Article II - Weeds, Section 114-32 - Maximum Height) Appeal of Citation and Fines - 59 Village Drive (Kim Sammak)**

Members were provided the formal appeal submitted by Mrs. Kim Sammak, dated October 15, 2016 (*Attachment #1*). Ms. Denise Devine, Assistant City Clerk, informed members that Mrs. Sammak was not able to attend the meeting.

Ms. Velvet Bowen, Code Enforcement, Inspector I, advised members that when she was working on Saturday, September 12, 2015, that there was a complaint of tall grass behind a strip of townhouses. When staff arrived, Ms. Bowen noticed that the grass at 59 Village Drive was at least 2 feet tall, if not taller, and there were weeds taller than 2 feet. Ms. Bowen stated that she wrote down the address and, instead of sending a lawn care reminder, which is done as a courtesy, she sent a citation. She informed members that she went back a week later, on September 21, 2015, and called to have the grass cut. Ms. Bowen stated that the grass was cut on September 22, 2015, seven (7) days from the date of the letter. She advised that the citation letter states “if the violation is not corrected within . . . seven (7) days from the date of mailing of the citation by certified mail, then the City at the direction of the Health Inspector or the Fire Marshal may remove the weeds, grass, underbrush . . . .”

In response to Mr. Koenig, Ms. Bowen advised that Mrs. Sammak’s complaint was that Ms. Bowen did not send her a lawn care reminder.

Mrs. Ann Marie Townshend, Director of Planning and Community Development, stated that Mrs. Sammak also indicated that she did not receive the certified mailing until the day that the grass was cut. Ms. Bowen informed members that she and Mrs. Sammak had spoken on the telephone. Mrs. Sammak stated that she and her husband work and by the time they made it to the post office, the grass had already been cut.

Mr. Koenig asked if notice is only sent certified or if it is sent both regular and certified mail. Responding, Ms. Bowen stated that staff always sends it certified. She stated that even if this letter had been sent certified and regular mail, Mrs. Sammak still would not have received the letter until the day the grass was cut.

Mr. Martin stated that Mrs. Sammak’s address was Allabands Mill Road and, assuming she was not on vacation, which she had not indicated, she would have received the letter if it had gone by regular mail.

Ms. Bowen advised members that Mrs. Sammak also stated that the house was in short sale. Ms. Bowen stated that although the Sammaks are not actually living in the house, they are still responsible for it.

Mr. Koenig asked if when they say short sale, it means the property is actually listed for sale. Responding, Mr. Martin stated that there is a sign in front of the property. Ms. Bowen indicated her belief that the property was foreclosed on. Mr. Martin stated that short sale means that the seller owes more than what they are going to be able to sell the property for; therefore, they are asking the lender to take less than what is owed.

Mr. Koenig asked if this was a rental property. In response, Ms. Bowen stated her understanding that the Sammaks had lived in the property at one point. Mr. Martin thought that Allabands Mill Road is a much nicer address than Village Drive; therefore, it must have been a rental property. Ms. Bowen indicated that she was unsure whether it was a rental property or not. Mrs. Townshend advised that the property is now registered as vacant.

Mrs. Townshend, referring to the letter from Mrs. Sammak dated October 15, 2015, stated that Mrs. Sammak is disputing the \$100 charge. Mrs. Townshend advised members that the documentation from the contractor indicates that they had two (2) workers and the start and end times were listed.

Ms. Bowen noted that Mrs. Sammak stated in her letter dated October 15, 2015, that “. . . a simple courtesy phone call would have taken less effort and yielded positive results.”

Mrs. Townshend reviewed the documentation from the contractor and explained that she would follow up with the contractor to determine if the City was over-billed. Responding to Mr. Koenig, Mrs. Townshend stated that the invoice from the contractor was provided to members in the meeting packet.

Mr. Martin questioned why the City has a contractor from Newark. In response, Mrs. Townshend stated that this is the company that is on the State contract. She explained that the City uses three (3) or four (4) different contractors and this is the one on the State contract, so the City uses them for the City properties. Mrs. Townshend stated that the City started using them because they accept \$50 an hour. Additionally, she stated that no contractors based in the City are on the State contract; however, the City does use contractors that are in the City.

Mr. Martin expressed his opinion that the City should use someone who is paying taxes in Dover instead of using someone from Newark. He noted that it is another hour of time for them to drive to Dover for a half an hour and then drive back. Responding, Mrs. Townshend indicated that the contractor probably has a number of jobs scheduled when they come down from Newark.

Responding to Mr. Koenig, Mrs. Townshend confirmed that Mrs. Sammak was requesting that the Board waive the entire case, that Mrs. Sammak did receive a summons for having grass more than

eight (8) inches tall, and that Mrs. Sammak did not pay the summons and is disputing it. Ms. Bowen stated that the summons citation was \$25.

In response to Mr. Koenig, Mrs. Townshend confirmed that the grass was well beyond eight (8) inches tall. She reviewed the photograph of the property taken on September 12, 2015 and noted that the grass was not cut until a week later.

Mr. Koenig questioned what the property owner was expecting from the Board. Responding, Ms. Bowen explained that Mrs. Sammak was very upset because she was not sent a lawn care reminder.

In response to Mr. Koenig, Ms. Bowen stated that the Code does not require the City to send a lawn care reminder. Mr. Martin noted that the County does not send reminders. Ms. Bowen advised members that staff sends a reminder as a courtesy when the grass is almost eight (8) inches tall. However, she stated that when it is four (4) feet tall they do not send a reminder because this is a drawn out process, explaining that staff has to wait a week to send a citation and a week from that date to have it cut, and by the time it gets cut, it has already grown another three (3) or four (4) inches.

Mr. Martin noted that, in her original letter dated September 23, 2015, Mrs. Sammak mentioned corresponding with Mr. Coburn about the vacant building registration. Mrs. Townshend read from the letter, as follows:

“Prior to receiving this certified letter, I received correspondence through regular mail from City of Dover Code Enforcement Officer Ron Coburn. His letter addressed a Vacant Building Registration, of which I responded back the next day after I opened it. Had I been forewarned about the grass height in his letter or when I spoke to him on the phone, surely I would have taken care of the issue the next day. In addition, the home is in a short sale status and our real estate agent has never mentioned that the grass was in need of being cut.”

Ms. Bowen indicated that Mrs. Sammak had repeatedly made comments about “If we [the City] had forewarned her.”

Mr. Koenig stated that the grass had been growing this way for a while, and Mr. Martin concurred that it takes a long time for grass to get that high.

Ms. Bowen felt that when someone owns a property, it is their responsibility to maintain it, noting that no one should have to tell someone that the grass is three (3) feet high and it is time to cut it. She felt it was obvious that the Sammaks had not been out there in a few months.

Mrs. Townshend indicated that Mrs. Sammak had stated that the neighbors had regularly cut it and that maybe she thought they were doing so; however, Mrs. Townshend noted that more than a couple of weeks had been missed.

Mr. Koenig stated that, under the best of circumstances, Mrs. Sammak would owe \$25 for the citation for which she had received a notice and questioned if it would be doubled since it had not been paid. Responding, Mrs. Townshend advised that it would not be doubled because she had appealed the citation within 14 days. She advised that the City had paid \$100 to have the grass cut.

Mr. Koenig indicated that these were two (2) separate things, noting that Mrs. Sammak owed a \$25 summons. He advised that the City sent her a letter stating that she had seven (7) days and then cut the grass on the seventh day. Mr. Koenig noted that she had not picked up the notice from the post office because she was busy, and he questioned what day the notice was delivered to the post office and if there was a receipt. In response, Ms. Bowen indicated that the certified mail receipt was sent out on September 14, 2015, the certified mail receipt came back the next day, and Mrs. Sammak picked it up on September 22<sup>nd</sup>, which was one (1) week later. Ms. Bowen stated that, technically, there was a 10-day period between the date of the letter and the date the grass was cut.

Mr. Koenig pointed out that the letter was available to Mrs. Sammak if she had gone to the post office on September 15<sup>th</sup>; however, because she did not go to the post office, she did not pick up her notice.

In response to Mr. Martin, Ms. Bowen stated that Mrs. Sammak picked up her notice on September 22, 2015, which was the day the grass was cut. Mr. Martin questioned, if Mrs. Sammak was able to go to the post office on Tuesday, September 22<sup>nd</sup>, why she was unable to do so any day during the week of the 14<sup>th</sup>.

Mr. Martin stated that the City of Dover was out \$100 for cutting the grass at this point, unless this amount could be reduced. Responding, Mrs. Townshend stated that she needed to call the contractor to amend his bill.

Mr. Martin noted that this was an interior unit; therefore, there was not a lot to be done and questioned an hour's time. Mrs. Townshend indicated that more time would be required since the grass was four (4) feet tall, noting that the grass would have to be removed. However, she noted that \$100 would indicate two (2) man hours, rather than two (2) half man hours, so she needed to revisit the bill. Mrs. Townshend explained that the City could not penalize Mrs. Sammak if the City was billed incorrectly, noting that the code states \$50 per hour and the City may have to pay the \$50. Mrs. Townshend noted that, in the future, staff would ensure that the hours on invoices are correct before sending them.

Mr. Martin moved to enforce the \$25 fine and bill Mrs. Sammak for \$50 rather than \$100.

Mr. Koenig suggested amending the motion to state that if staff could get the bill reduced to \$50, then Mrs. Sammak would be billed for \$50; however, if the amount billed remained at \$100, then Mrs. Sammak would be billed for \$100. Mr. Koenig noted that, otherwise, the City would be out \$50, since \$100 had been paid.

Referring to the invoice from Priority Services, Mr. Koenig noted that the start time was 2:10 p.m. to 3:00 p.m. Mr. Martin pointed out that the Daily Work Authorization from Priority Services showed a time span of 2:10 p.m. to 2:40 p.m.

Mr. Koenig felt that staff should review the billing and that Mrs. Sammak should pay the correct amount for the expense of cutting the grass, and Mr. Martin agreed to amend the motion accordingly.

**The motion to enforce the \$25 fine and that Mrs. Sammak be billed the correct amount for the expense of cutting the grass was seconded by Mr. Koenig and unanimously carried.**

*(City Clerk's Office Note: According to the City Planner, the invoice was corrected by the contractor and the amended charge due for the cutting is \$50.)*

Mr. Martin advised that certified mail is no longer required under the landlord tenant code and that a receipt for mailing can be used, which is cheaper. He suggested doing both of these things for someone who does not pick up their certified mail.

In response to Mr. Martin, Mr. Koenig stated that correspondence sent by certified mail would indicate that it was sent from the City of Dover. Mr. Martin noted that Mrs. Sammak might have believed that the correspondence she received was related to the vacant building; however, he felt there is an obligation to keep property in good repair for the sake of the owner and the lender.

Mrs. Townshend explained that a certificate of mailing is not the same as certified mail, noting that the code specifies a certificate of mailing and staff had always used certified mail. She advised that a certificate of mailing is less expensive and is more convenient for the customer, because they do not have to go to the post office. Mrs. Townshend indicated that staff only had to demonstrate that the notices are mailed, not that they are received, and that there were some things that staff could fine tune in the procedure.

**Mr. Martin moved for adjournment, seconded by Mr. Koenig and unanimously carried.**

Meeting adjourned at 2:19 p.m.

Scott D. Koenig  
Chairman

SDK/DD/dd/js/tm

Attachments

Attachment #1 - Formal appeal submitted by Mrs. Kim Sammak, dated October 15, 2016

RECEIVED

OCT 15 2015

OFFICE OF THE CITY CLERK

Date: October 15, 2015

To: Board of Appeals

From: Kim Sammak

Re: Appeal of Citation #15-00003079 and Related Fines - 59 Village Dr., Dover, DE

I am requesting that you consider the information in this letter along with my previously submitted correspondence for the above mentioned property currently in a short sale status. I am including the envelope that was dated by the post office. I am assuming the City of Dover will present to the board the certified mail pick up slip that reflects the letter was signed and picked up on September 22<sup>nd</sup>, 2015. Again, I was more than willing to take care of problem but it was impossible considering I did not receive the letter within the 3 day period.

The letter I received dated September 12th mentions that a fee of \$50.00 per hour will be charged to complete the grass cutting. Please observe the picture of the home and you will see the front of the property is no more than a 10 x 5 area in the front and at most a 10 x 8 area in the back. I am curious how the City of Dover calculated a price of \$100.00 to get this job done. At most, it would not have taken me alone, a 20-30 minute job to cut and clean up. I believe this is contradictory of "Community Excellence Through Quality Service." Furthermore, I feel that a simple courtesy phone call would have taken less effort and yielded positive results. Thank you for your time and consideration in this matter.

Kind Regards,



Kim Sammak



# INVOICE

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## CITY OF DOVER

PO BOX 475  
DOVER DE, 19903  
PHONE: 302-736-7035  
FAX: 302-736-7193

To: MARK & KIMBERLY SAMMAK  
579 ALLABANDS MILL RD  
CAMDEN WYOMING, DE 19934

Invoice No: 8624  
Date: 10/01/15

Customer No: 3899/3899

Type: GC - GRASS CUTTING

Quantity	Description	Unit Price	Extended Price
1.00	GRASS CUTTING CHARGE 59 VILLAGE DR CASE 15-3079 LOCATION 14630	100.00	100.00

Total Due: **\$100.00**

*Please detach and send this copy with remittance.*

Due Date: 11/02/15  
Name: MARK & KIMBERLY SAMMAK  
Customer No: 3899/3899  
Type: GC - GRASS CUTTING  
Total Due: **\$100.00**  
Invoice No: 8624  
Terms: Net 30 Days

Remit and make check payable to:  
CITY OF DOVER  
PO BOX 475  
DOVER DE 19903

City of Dove.  
PO BOX 475  
DOVER, DE 19903-0475

Inspections & Planning



7015 0640 0005 6573 4719



U.S. POSTAGE >>> PITNEY BOWES



ZIP 19904 \$ 006.73<sup>5</sup>  
02 1W  
0001402947 SEP 15 2015

MARK J & KIMBERLY L SAMMAK  
579 ALLABANDS MILL RD  
CAMDEN WYOMING DE 19934

*Handwritten initials: JK*  
~~NOTICE~~  
~~NOTICE~~

1993432135 R004

