

**CODE ENFORCEMENT BOARD**  
**City Commission Meeting Room**  
**100 North Andrews Avenue**  
**FEBRUARY 25, 2003**  
**10:00 A.M - 3:10 P.M.**

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**CUMULATIVE ATTENDANCE**  
**From January, 2002**  
**Present                    Absent**

**BOARD MEMBERS PRESENT:**

Howard Elfman (Alternate)	1	
Pat Hale	11	1
Larry Hayes	13	0
Sarah Horn	1	0
Gerald D. Jordan, Vice-Chair	13	1
John Phillips	12	0
Bobby Young	10	3
Bruce Jolly, Attorney		

**BOARD MEMBERS ABSENT**

Rixon Rafter	8	3
Sam Mitchell (Alternate)	1	

**STAFF PRESENT:**

Susan Batchelder, Administrative Assistant II  
Sylvia Dietrich, Service Clerk  
Assistant City Attorney  
Mohammed Malik, Building Inspector  
Douglas Kurtcock, Building Inspector  
Robert A. Pignataro, Building Inspector  
Wayne Strawn, Building Inspector  
Jeff Lucas, Fire Inspector  
Ivett Spence-Brown, Fire Inspector  
Ken Reardon, Building Inspector

**ALSO PRESENT:**

Inez Lewis - CE02091636  
David Lewis - CE02091636  
Charles Dale - CE02091636  
William Meise - CE03011750

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Roberto Garcia - CE0210454  
Jeremy Solyn - CE03010175  
Kathryn Galloway - CE02120732  
Sarah Morris - CE03011765  
Donald Zimmer - CE03011750  
Regina Beasly - CE02102410  
Ernest Avica - CE02120934  
Robert Lochrie, Jr. - CE01071635  
Peter Val - CE02110294  
Catherine Haynes - CE02091636  
Nancy Hasduk - CE02091636  
Robert Hasduk - CE02091636  
Carlos Macias - CE02091636  
Frank Ruff - CE02110103  
Nathaniel Williams - CE03011215  
James Lewis - CE02091636  
Orville Earl White - CE02091636  
Ralph Matthews - CE02091636  
Mary Beth Burton - CE02091636  
Douglas Wallace - CE02080290  
Daniel Sawacki - CE02091938  
Rose Macias - CE02091636  
Sheridan Mills - CE02070290  
James Gizzie - CE02030215  
David Frenzel - CE00061475  
James Goodwin - CE00061475  
John Mazerelle - CE01070832  
Howard Cummings - CE02070228 & CE02070231  
Michael Zuro - CE02061210  
Doug McCran - CE00101168  
Tom Thibeaux - CE01111944  
Sylvester Aminlea - CE01091059  
James Brady - CE01091059  
Jon Crassen - CE00041188, CE01090243, CE01081572  
John Yanoviak - CE00041188, CE01090243, CE01081572  
Carol G. Clarkson - CE00041188, CE01081572  
Chuck Ritchie - CE01090243  
Jeff Cooper - CE01090243  
Lucy Litmanowicz - CE01111944  
Mark O. Cheeley - CE01111101  
John Brown - CE00061475  
Stephanie Toothaker Walker - CE00041188, CE01081572  
James Perillo - CE00041188, CE01090243, CE01081572

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At 10:10 a.m., Vice-Chairman Jordan called the meeting to order. Roll call was taken and a quorum was present. Vice-Chairman Jordan explained the procedures the Board typically followed and introduced its members, including two new members, Howard Elfman and Sarah Horn.

**NOTE: All individuals wishing to speak on any of the cases on today's agenda were sworn in.**

Ms. Batchelder, Community Inspections, stated that there was one verbal agreement.

**Reference: CE02102454**

Roberto Garcia  
128 Southwest 21 Way

FBC 104.2.5 - Electrical work without permits. FBC 104.2.4 - Plumbing work without permits. FBC 106.1 - Required certificate of occupancy. FBC 104.1 - Work without permits.

Ms. Batchelder announced that there had been personal service to Roberto Garcia by Inspector Malik on February 9, 2003.

Kenneth Reardon, Building Inspector, stated the case number, address of the property and violations per the agenda. He further stated that a verbal agreement had been reached with the owner for a 60-day extension, and then a fine would be imposed of \$100 per day, per violation as long as the property remained vacant.

John Phillips entered the meeting at approximately 10:13 a.m.

Rod Wella Moses, neighbor of the owner, stated that Mr. Garcia did not speak English. He reiterated that an agreement had been reached and he understood the terms of the agreement.

Mr. Phillips asked if someone could translate the proceedings of the hearing to Mr. Garcia and the terms of the agreement. Mr. Carlos Masias came forward to translate for Mr. Garcia. Vice-Chairman Jordan asked Mr. Garcia to explain the terms of the agreement to Mr. Garcia.

Mr. Reardon explained that Mr. Garcia had 60 days to return the carport to its original condition and it could not be rented. After those 60 days, there would be a fine imposed of \$100 per day, per violation.

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Vice-Chairman asked if everyone would step aside and explain the situation to Mr. Garcia and then return before the Board.

Ms. Batchelder announced that the next case was a request for a continuance.

**Reference: CE02080290**

Mayhue Corporation  
416 North Federal Highway

Sec. 15-28 - Required occupational license. ULDR 47-19.9 - Outdoor sales, storage, display of goods which is not in compliance with Code. ULDR 47-20.8 - Required striping of parking area. FBC 104.1 - Work without permits. FBC 11-4.6.4 - Required handicapped signage.

Sheridan Mills, on behalf of Doug Wallace of Outdoor City Furniture, stated that Outdoor City Furniture was the lessor.

The Assistant City Attorney stated that the owner of the property had been cited and she had spoken to their attorney. She further stated that she and the attorney had reached an agreement that they would request a 30-day continuance with no objection from the City. She explained the tenant was not the respondent in this case and had not been served.

Mohammed Malik, Building Inspector, stated that the City had no objection to the continuance.

**Motion** made by Mr. Hayes and seconded by Ms. Hale to find in favor of the City and grant a 30-day continuance of this matter. Motion passed unanimously.

**Reference: CE02110294**

Worldwide Yacht Sales & Charters Inc.  
268 Southwest 32 Court

FBC 104.1 - Work without permits. FBC 104.2.5 - Electrical work without permits.

Ms. Batchelder announced a verbal agreement had been reached in this matter.

Kenneth Reardon, Building Inspector, stated the case number, address of the property and violations per the agenda. He stated that a verbal agreement had been reached with the owner, Peter Vaz, to bring the property into compliance within 60 days or a fine of \$100 per

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day, per violation would be imposed.

Peter Vaz, owner, stated that he was in agreement and felt 60 days was enough time to have the work completed. Mr. Reardon suggested that 90 days be granted to insure that enough time was being allotted to have the work done.

**Motion** made by Mr. Hayes and seconded by Ms. Hale to find in favor of the City and grant 90 days to come into compliance, or thereafter, a fine of \$100 per day, per violation would be imposed. Motion passed unanimously.

Ms. Batchelder remarked that they were going to return to the case involving Mr. Garcia which was as listed below:

**Reference: CE02102454**

Roberto Garcia  
128 Southwest 21 Way

FBC 104.2.5 - Electrical work without permits. FBC 104.2.4 - Plumbing work without permits. FBC 106.1 - Required certificate of occupancy. FBC 104.1 - Work without permits.

Kenneth Reardon, Building Inspector, stated that Mr. Garcia had the violations explained to him, along with the conditions of the agreement to have the work done. Mr. Reardon stated that Mr. Garcia felt he might already be in compliance, and he would be able to tell the Board that he understood the agreement with its conditions.

Vice-Chairman Jordan asked Mr. Garcia if he understood the agreement and its conditions. Mr. Masias stated that he explained the situation to Mr. Garcia, and that Mr. Garcia was aware of the violations, and the fines and believed he was in compliance.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to order compliance within 60 days, or thereafter, a fine would be imposed of \$100 per day, per violation. It was further stipulated the property remained vacant. Board unanimously agreed.

**Reference: CE02120732**

John T. Galloway, Kathryn I. Robertson  
320 Southwest 13 Street

FBC 104.1 - Work without permits. FBC 104.9.3.1 - Expired permits.

Ms. Batchelder announced that a verbal agreement had been reached in this matter. She

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explained that personal service had been made to Kathryn (Robertson) Galloway by Inspector Pignataro on February 15, 2003.

Kenneth Reardon, Building Inspector, stated the case number, address, and violations as listed on the agenda. He further stated that a verbal agreement had been reached with Mrs. Galloway for the property to be brought into compliance within 60 days or a fine of \$50 per day, per violation would be imposed.

Kathryn Galloway agreed to the conditions. She felt 60 days would be plenty of time to renew the permits.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to find in favor of the City and order compliance in 60 days, or thereafter, a fine of \$50 per day, per violation would be imposed. Motion passed unanimously.

**Reference: CE02091938**

Daniel R. Sawicki  
513 Southwest 14 Court

Sec. 9-280(g) - Missing/torn screens. FBC  
104.1 - Work without permits. FBC  
104.2.4. - Plumbing work without permits.  
FBC 104.2.5 - Electrical work without  
permits.

Ms. Batchelder stated that a verbal agreement had been reached regarding this matter. She explained that Certified Mail had been sent to Daniel Sawicki signed on February 11, 2003 and signed by Daniel Sawicki.

Kenneth Reardon, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. He further stated that a verbal agreement had been reached with the property owner, Mr. Sawicki, for the property to be brought into compliance within 90 days, or a fine of \$50 per day, per violation would be imposed.

Mr. Hayes asked if any life safety issues were involved in this matter. Mr. Reardon replied there were no life safety issues involved.

Daniel Sawicki, owner, stated that he agreed to the terms of the agreement.

**Motion** made by Mr. Hayes and seconded by Ms. Hale to find in favor of the City and order compliance in 90 days, or thereafter, a fine imposed of \$50 per day, per violation. Motion passed unanimously.

**Reference: CE02102410**

Marthenia T. Coley  
700 Northwest 14 Terrace

FBC 104.1 - Work without permits. FBC  
3401.6 - Structure/fixtures in disrepair.  
FBC 104.2.11 - Mechanical work without  
permits. FBC 104.2.5 - Electrical work  
without permits.

Ms. Batchelder announced that the owner's daughter was present at today's meeting.

Douglas Kurtock, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. He stated this property consisted of a multi-family apartment/complex. He explained a verbal agreement had been reached for 120 days to bring the property into compliance, or a fine of \$10 per day, per violation would be imposed.

Regina Beasley, representing her mother, Mrs. Coley, stated that she agreed to the terms of the agreement as stated.

**Motion** made by Mr. Young and seconded by Ms. Hale to find in favor of the City and order compliance in 120 days, or thereafter, a fine of \$10 per day, per violation would be imposed. Motion passed unanimously.

**Reference: CE03011765**

International Beach Hotel Development Inc.  
909 Breakers Avenue

FBC 3401.6 - Structure/fixtures in  
disrepair.

Ms. Batchelder stated that Certified Mail had been sent to Steven Meyers, Registered Agent, and signed on February 13, 2003 by Maria Gil. Certified Mail had also been sent to Charles Abramowitz, Vice-Director and signed on February 13, 2003 by C. M. Harris. She further stated that Certified Mail had also been sent to Breakers Holding Corp. and International Beach Hotel Development, Inc. and signed on February 13, 2003 by C.M. Harris.

Mohammed Malik, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. He further stated that a verbal agreement had been reached for a 120 days to reach compliance or a fine imposed of \$50 per day. He proceeded to show photographs of the property. He explained that there was a wall on the side of Birch Properties and a retaining wall on Breakers Avenue.

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Sarah Morris, property manager, stated this building was a time-share condominium and they would do their repair work first. She stated they had agreed to the time frame discussed, and thereafter, Bonnet House could do their repairs.

**Motion** made by Mr. Phillips and seconded by Mr. Hayes to find in favor of the City and order compliance in 120 days, or and thereafter, a fine imposed of \$50 per day. Motion passed unanimously.

**Reference: Case No. CE01071635**

Florida Trust for Historic Preservation Inc.  
900 North Birch Road

FBC 3401.6 – Structure/fixtures in disrepair

Ms. Batchelder stated that Certified Mail had been sent to Mimi Hardman, Officer of the Company, signed on February 14, 2003, signature illegible. Certified Mail had also been sent to Pat Goldman, Officer of the Company, signed on February 14, 2003, signature illegible. Certified Mail had also been sent to Florida Trust for Historic Preservation Inc. signed for on February 18, 2003 by Carolyn - last name illegible.

Mohammed Malik, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. Mr. Malik further stated that a verbal agreement had been reached with the owner-s representative for 180 days or a fine of \$50.00 per day. Robert Lochrie, Jr., Director and Chairman of the Planning Committee of the Florida Trust for Historic Preservation, stated they were the owners of the Bonnet House. He stated their north wall needed to be repaired, and explained they had hired the necessary people and were prepared to do the work after the retaining wall was repaired.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to find in favor of the City and order compliance in 180 days, or thereafter, a \$50 per day fine would be imposed. Motion passed unanimously.

**Reference: CE02091636**

D R & Inez C. Lewis  
2889 Southwest 16 Street

FBC 104.1 - Work without permits. FBC 104.2.11 - Mechanical work without permits. FBC 106.1 - Required certificate of occupancy. Sec. 9-238 - Requirements for Rooming Houses; Sec. 9-277(e) – Required ceiling height; FBC 1707.4.2.1



- Required window approval; FBC 1007.6.3 - Required interior stairway width providing egress; FBC 1608.2.1.2 – Inadequate handrail strength; FBC 1608.2.2.3 – Maintenance of balustrade of the guardrail system around the stairwell; FBC 2301.3.1 – Design and permit requirements for rear patio; FBC 1015.1 - Required guardrail for patio roof

Ms. Batchelder stated that personal service was made to Inez and Dave Lewis by Inspector Strawn and Detective Abrams on January 30, 2003.

Wayne Strawn, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. He further stated that he had spoken to the counsel for the owner and they were not contesting the violations. He agreed to allow them to have six months to comply with all violations, but was leaving the amount of the fine up to the Board. He stated that many people were in attendance at today's meeting in order to testify as to the use of the building, and stated that discussions had been involved as to the history of the building and its use.

The Assistant City Attorney stated that people were present to testify due to the fact they did not approve as to how the building was being used. She stated that this Board did not have the jurisdiction to discuss the use of the building. She explained that the owner needed to apply for a building permit and then work with the building officials as to the use of the building. She stated that the owner had hired an engineer and architect and were in the process of reviewing the violations and deciding what needed to be done. She reiterated that the owner was confident that all work could be done within six months.

Mr. Strawn proceeded to distribute photographs to the Board of the site. He stated that a certificate of zoning was issued by Broward County in 1983 which permitted the use, and that was why there were no zoning violations. He further explained there were 12 units in the building, but it had been licensed for 10 units. The neighborhood wants the County to change their decision of 1983, and this was why they wanted to testify so the minutes of the meeting could be then taken before the County. They felt the County had made a mistake at that time in granting a non-conforming use certificate.

Bruce Jolly stated that the matters as described and the witnesses wanting to address those matters were not to be considered by this Board in this form. He reiterated that it was up to the Chairman of this Board to decide what should be presented and considered by this Board, and if testimony was taken, how many people should testify. He suggested the purpose of the building was not for this Board to decide, but it was up to the Board if they wanted to hear any testimony in this case because legally they were not required to do so.

Vice-Chairman Jordan felt since some of the people had traveled to attend today's meeting, possibly a few of them could be heard.

Mr. Phillips suggested that people testify who had something to say regarding the building and zoning issues, and code violations.

Mr. Young stated that he did not feel that, in general, people were qualified to speak regarding code violations, but the Board could hear their testimony regarding general comments pertaining to the building.

Vice-Chairman Jordan polled the Board and asked if they desired to hear a few of the individuals present who wanted to speak on this case. Some of the Board members agreed to permit a few individuals present at the meeting to speak on the matter. Mr. Phillips reiterated that he felt testimony should only be given regarding the issues before the Board.

Mr. Strawn stated that the charge of not having a Certificate of Occupancy and the charge regarding the conversion of the building from a residence to a rooming house pertained to the use of the building. He reiterated that the history of the building was what the individuals wished to speak about, and he felt that was germane to the charges that were brought against this property.

Charles Dale, attorney representing the owner, stated that the people had the right to speak on the issues, but he did not feel they should do it in this form because the County and City would have to address the problems. The owner had hired architects and engineers to begin work on the code violation issues. He reiterated that no agreement had been made regarding the conversion of the building back into a single-family residence because it involved many issues of the annexation resolution and what the City permitted at that time. He stated that the building had been built in the late 40's and had been in use since 1969.

Mr. Dale continued stating that once the property was brought into compliance, they still had to deal with the facts that the property had been annexed less than six months ago, future zoning changes were going to be made, and agreements would have to be made with the City and the County in order to make the transition. He stated it was their intention to keep the non-conforming use granted to the owner back in 1983 and move forward. He further stated he did not want a record created by anyone saying that issues had been consented to, and the Board had adopted a resolution based on the testimony of items not germane to the issue. He reiterated that the violations were consented to, but it was the remedy and how to accomplish it that was the next step.

Vice-Chairman Jordan stated that six months was being requested to have the work

completed, and the City had asked this Board to set a fine relating to after that time period. He felt it was germane and stated that some of the people present at today's meeting would be permitted to testify.

The Assistant City Attorney stated that the City had recommended six months in order to come into compliance, and whatever fine set by this Board would be imposed thereafter.

Carlos Masias stated that his backyard abutted Dave's rooming house and had been living there for 15 years. He further stated that mistakes can be corrected and should not be allowed to continue and only patch them up. He asked if any of the members of the Board had been to the site and suggested they look at the property and the surrounding community. Mr. Jolly stated that this Board did not go to the sites. Mr. Masias stated there was a long history pertaining to this property.

Ralph Matthews stated that he lived directly behind Dave's Rooming House. He stated that people from Central Florida were present at today's meeting to testify about this house, especially Mr. White who had begun building his house before the Bragdons had built their house. He stated that Mr. White would be able to provide the historical background of the property. He further stated that Mrs. Bragdon's daughter was also present to testify regarding the property. Mr. Matthews stated that he had gone to Planning and Zoning in the past asking that something be done about this property. He explained that he had some letters from various individuals stating that the home had never been used as a rooming house.

Nancy Bragdon, daughter of previous owner, stated that she had lived in the building for 16 years and it had never been anything other than a private residence.

Vice-Chairman Jordan stated that the owner was requesting six months to bring the property into compliance, and the Board needed to determine what fine should be imposed.

The Assistant City Attorney clarified that an extension was not being requested, but that the City had agreed to give the property owner six months to come into compliance.

James Lewis, relative to both sides in this matter, stated that in 1969 the property became a rooming house. He stated that his grandmother had sold the house to his Uncle Dave, and he lived there. He explained the property had been taxed as a rooming house and also licensed as one. He felt it was unfair to close the property down because some people did not like certain individuals who were living at the property.

**Motion** made by Mr. Hayes and seconded by Mr. Young to find in favor of the City and order six months for the property to come into compliance, or thereafter, a fine would be

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imposed of \$50 per day, per violation. Motion carried unanimously.

**Reference: CE02120934**

A C Invest Group Inc.  
439 Northwest 18 Avenue

FBC 104.1 - Work without permits.

Ms. Batchelder stated that Certified Mail had been sent to Ernesto Avila, Registered Agent, President/Director and signed for on February 1, 2003 by Ernesto Avila. Certified Mail was also sent to Jose Corzo, Vice Director, and signed on February 1, 2003 by Ernesto Avila. Certified Mail was also sent to A C Invest Group, Inc. and signed for on February 1, 2003 by Ernesto Avila.

Douglas Kurtock, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. He further stated that this was a duplex and a verbal agreement had been reached with the owner for 90 days to bring the property into compliance, and thereafter, a fine would be imposed of \$25 per day, per violation. Mr. Kurtock stated that the owner had gotten held up in the permit process, but applications had been submitted.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to find in favor of the City and order compliance in 90 days, or thereafter a fine would be imposed of \$25 per day, per violation. Motion passed unanimously.

Ms. Batchelder announced they were going to hear an old business case next due to the fact that Lt. Paine had to go back out into the field.

**Reference: CE02030215**

J. Arnold Mittelman  
6001 Northwest 9 Avenue

Old Business

Susan Batchelder stated that this was a request for an extension of time. She stated that the case had originally been heard on March 26, 2002 with compliance ordered by September 26, 2002. On September 24, 2002, the date for compliance was extended until March 24, 2003. No fines as of this date.

Jim Gizzi, agent for the property owner, stated that all violations had been complied with, except for SFBC 2001.2(b). He was asking for an extension today as a precautionary move

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to avoid any fines being put on the property. He stated the work should be done by March 25, 2003; however, he was requesting another 180 days and wanted to take this as a precautionary move.

Steve Paine, inspector, stated that he had no objection to the extension and the work should be completed within the 180 days.

Vice-Chairman Jordan clarified that the extension would begin from March 25, 2003.

**Motion** made by Mr. Hayes and seconded by Ms. Hale to approve a 180-day extension for compliance. Motion passed unanimously.

**Reference: CE03011215**

United Glorious Church in Christ  
643 Northwest 14 Way

NFPA 11-4.4 - Required inspection  
access.

Ms. Batchelder stated that Certified Mail had been sent to Nathaniel Williams, Registered Agent, and signed for on February 8, 2003 by Ruthie Williams. Certified Mail was also sent to John Brown, Director, signed for on February 8, 2003 by Ruthie Williams. Certified Mail was also sent to United Glorious Church signed for on February 8, 2003 by Ruthie Williams.

Dallas Shumaker, Inspector Fire Department, stated the case number, property address, and violations as listed on the agenda. He further stated that he had an inspection scheduled for tomorrow, and therefore, 30 days would be time for the property to come into compliance.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to find in favor of the City and order compliance in 30 days or, thereafter, a fine be imposed of \$50 per day. Motion passed unanimously.

**Reference: CE02110103**

Frank Ruff, TR

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1101 West Commercial Boulevard      NFPA 101 4.5.5 - Unenclosed, unprotected  
vertical opening

Ms. Batchelder stated that personal service was made to Frank Ruff by Ms. Batchelder on January 28, 2003.

Ivett Spence-Brown, Fire Inspector, stated the case number, address of the property, and violations as listed on the agenda. She further stated that the violation had been written in 2002, and as of February 24, 2003, the violation had not yet been corrected, and she had not seen plans for the correction of the violation.

Vice-Chairman Jordan recapped Mr. Ruff's situation.

Frank Ruff, owner, stated that he had hired an engineer who had presented a solution, but had not been accepted by the City. He asked for a nine month compliance period correct the violation. He explained they were now working on the issue of a second egress from the building.

Ms. Brown reiterated that there was no means of an egress from the second floor in case of a fire. She stated that the structural problems had been addressed, but not the life safety issue. She reiterated that she had no objection to a six-month extension of time in order to bring the property into compliance.

**Motion** made by Mr. Young and seconded by Mr. Hayes to find in favor of the City and order compliance in 180 days, or thereafter, a fine would be imposed of \$50 per day. Motion passed unanimously.

**Reference: CE03011211**

Emil Gasperoni, Sr.  
4800 Northwest 15 Avenue #E

NFPA 11-10.1 – Missing cover plates  
from electric junction box, and  
maintenance of the electric circuit breaker  
panel

Ms. Batchelder stated that Certified Mail had been sent to Emil Gasperoni, Sr. and signed on January 29, 2003 by B. Sumner.

Ivett Spence-Brown, Fire Inspector, stated the case number, property address, and violations as listed on the agenda. She further stated that the original violation had been written on January 29, 2002 and as of February 24, 2003 the property was not in compliance, and life safety issues were involved. She stated they were asking for a 30-day

extension to comply or a \$250 per day, per violation fine be imposed.

**Motion** made by Mr. Hayes and seconded by Mr. Phillips to find in favor of the City and ordered a 30-day compliance period, or thereafter, a fine be imposed of \$250 per day, per violation. Motion passed unanimously.

**Reference: CE03011750**

Marya Properties Ltd.  
472 West McNab Road

NFPA 101 4.5.5 - Unenclosed, unprotected vertical openings; FBC 1015.1 – Required railing for storage loft; NFPA 101 7.4.1.1 -Required second means of egress; BCA FFPC F-16.3 - Required automatic sprinkler system or fire division wall.

Susan Batchelder stated that Certified Mail had been sent to Jeffrey Smith, Registered Agent, and signed for on February 13, 2003, signature illegible. Certified Mail was then sent to Broward Fabricated Metals, General Partner, and signed for on February 13, 2003, signature illegible. Certified Mail was also sent to Marya Properties Inc. and signed for on February 15, 2003 by Luanne Hopkins.

Ivett Spence-Brown, Fire Inspector, stated the case number, property address, and violations as listed on the agenda. She further stated that she was withdrawing the last violation, BCA FFPC F-16.3 due to a previous decision made. She continued stating that the original violations had been written on February 18, 1998. She advised that a new owner took over on August 2, 2001 with the violations still on the property. Re-inspections and extensions took place until February 27, 2002, but as of February 24, 2003 the violations were still not corrected. She stated that she had spoken to the representative of the owner and they were requesting 60 days to come into compliance. She stated she wanted the Board to also impose a fine of \$250 per day, per violation.

Mr. Hayes asked how long it would take to correct the violations. Ms. Brown stated that plans had been submitted, and the door for the second means of egress was installed, but there was no footage installed yet. A final inspection would also be needed. She felt that 60 days was sufficient time to come into compliance.

Bill Meise, owner-s representative, stated that they were almost done with the work and were requesting an additional 60 days to come into compliance.

**Motion** made by Mr. Hayes and seconded by Ms. Hale to find in favor of the City and order

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compliance in 60 days, or thereafter, a fine of \$250 per day, per violation be imposed. Motion passed unanimously.

**Reference: CE02101544**

East Wind Partners LLLP  
2933 Poinsettia St.

FBC 104.1 - Work without permits; FBC 104.2.11  
– Work without mechanical permit; FBC 104.2.4  
– Work without plumbing permit; FBC 104.2.5 –  
Work without electrical permit; FBC 10158.1 –  
Required guardrail

Ms. Batchelder stated that Certified Mail had been send to East Wind Partners LLLP and signed by Harold Orlando with no date on the green card which was received back in Community Inspections on February 21, 2003. She further stated that there was a Stipulated Agreement with an officer of the partnership calling for compliance within 180 days or a \$50 per day, per violation fine would be imposed. Ms. Batchelder also reiterated that the correct name of the corporation was Gator East Wind Partners LLLP.

**Motion** made by Mr. Phillips and seconded by Mr. Hayes to find in favor of the City and approve the stipulated agreement. Motion passed unanimously.

**Reference: CE02010898**

James T. & Roxanne N. Carson  
5 Pelican Drive

FBC 104.9.3.1 - Expired permits; ULDR  
47-19.5.E. – Pool waterfall not on plans  
nor per Code

Ms. Batchelder stated there was a Stipulated Agreement with the owner of the property as of February 24, 2003, calling for compliance within 90 days or a fine of \$25 per day, per violation be imposed.

**Motion** made by Ms. Horn and seconded by Mr. Hayes to find in favor of the City and approve the stipulated agreement. Motion passed unanimously.

**Reference: CE03010178**

Fred G. Rahn



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313 Hendricks Isle

BCA FFPC F-20.3 – Disconnected Water for  
dock protection

Ms. Batchelder stated that Certified Mail had been sent to Fred Rahn signed for on January 29, 2003 by D. Roberts.

Robert Kisarewich, Fire Inspector, stated the case number, property address, and violations as listed on the agenda. He further stated that he had met with the plumber this morning and they were working on the matter and would not leave until the water was restored. He requested 30 days to come into compliance or a fine to be imposed of \$100 per day.

**Motion** made by Ms. Horn and seconded by Mr. Phillips to find in favor of the City and order compliance in 30 days, or a fine be imposed of \$100 per day. Motion passed unanimously.

**Reference: CE03010786**

St. James Lodge #83 Inc.  
670 Northwest 22 Road

NFPA 11-4.4 - Required inspection  
access.

Ms. Batchelder announced that Certified Mail had been sent to Wilford Monroe, Registered Agent, and signed for on January 28, 2003 by Wilford Monroe. Certified Mail was also sent to John Jackson, President/Director, and signed for on January 28, 2003 by John Jackson. Certified Mail was sent to St. James Lodge #83, Inc. signed on January 28, 2003 by John Jackson.

Dallas Schumaker, Fire Inspector, stated that they had not been able to gain access for an inspection, and had no contact with the individual. He suggested 30 days to come into compliance or a fine be imposed of \$150 per day.

**Motion** made by Ms. Horn and seconded by Mr. Phillips to find in favor of the City and order compliance in 30 days, or thereafter, a fine be imposed of \$150 per day. Motion passed unanimously.

**Reference: CE03010790**

Sheltair

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5320 Northwest 20 Terrace

NFPA 101 39.2.4.2 – Required second means of egress; NFPA 101.7.2.1.5.1 – Non permitted double keyed deadbolt on exit door; NFPA 101.4.5.5 – Unenclosed, unprotected vertical openings; NFPA 101 39.2.5.3 – Maximum allowed travel distance

Ms. Batchelder stated that Certified Mail had been sent to John Schmatz, Registered Agent, and signed on January 28, 2003 by Ana Enrich. Certified Mail also sent to Sheltair, signature illegible and no date on green card which was received back in Community Inspections on February 4, 2003. Certified Mail was also sent to Sheltair Aviation signed for on January 28, 2003 by Ana Enrich.

Ms. Batchelder further stated that the City was requesting a continuance to the Board's March meeting.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to continue this case to March 25, 2003. Motion passed unanimously.

**Reference: CE02070641**

William F. & Heli Bon Polk  
1604 Southwest 5 Court

FBC 104.1 - Work without permits. FBC 104.2.4 - Plumbing work without permits. FBC 104.2.5 - Electrical work without permits.

Ms. Batchelder stated that personal service was made to Heli Bon Polk on February 15, 2003 by Inspector Pignataro. Certified Mail was also sent to William F. & Heli Bon Polk signed for on February 19, 2003 by W.F. Polk.

Kenneth Reardon, Building Official, stated the case number, property address, and violations as listed on the agenda. He further stated that they were requesting 90 days to come into compliance or a fine imposed of \$50 per day, per violation.

**Motion** made by Ms. Horn and seconded by Mr. Phillips to find in favor of the City and order compliance in 90 days, a fine be imposed of \$50 per day, per violation. Motion passed unanimously.

**Reference: CE02090262**

Robert J Kelley Jr.

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1201 Southwest 4 Court

FBC 104.1 – Work without permits.

Ms. Batchelder stated that there was a Stipulated Agreement calling for compliance within 180 days or a fine of \$25 per day.

Kenneth Reardon, Building Inspector, stated the Stipulation called for compliance by July 22, 2003. He stated that the agreement had been signed in January, 2003.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to find in favor of the City and approve the stipulated agreement. Motion passed unanimously.

**Reference: CE02091769**

Gerardo M. Garcia  
2888 Southwest 14 Street

Sec. 9-277(e) – Required ceiling height; Sec. 9-280(g) - Air conditioner and washer/dryer maintenance; Sec. 9-305(b) Required ground cover; FBC 104.1 - Work without permits; FBC 104.2.4 - Plumbing work without permits; FBC 106.1 - Required certificate of occupancy; FBC 3401.6 - Structure/fixtures in disrepair

Ms. Batchelder stated that Certified Mail had been sent to Gerardo Garcia signed by Gerardo Garcia - no date on the green card which was received back in Community Inspections on February 11, 2003. Certified Mail also sent to Gerardo Garcia of an amended notice of violation signed by Mr. Garcia on February 19, 2003.

Kenneth Reardon, Building Inspector, stated the case number, address of the property, and violations as listed on the agenda. He further stated that violation Sec. 9-305(b) and FBC 106.1 were both complied. He asked the property owner be given 60 days to come into compliance, or a fine imposed of \$100 per day, per violation, and also requested that the Order be recorded.

**Motion** made by Mr. Phillips and seconded by Mr. Hayes to find in favor of the City and order compliance in 60 days, or thereafter a fine of \$100 per day, per violation be imposed. Also, the Order should be recorded. Motion passed unanimously.

Vice-Chairman Jordan asked for a motion to approve the minutes of the January 28, 2003 meeting.

**Motion** made by Mr. Hayes and seconded by Ms. Hale to approve the minutes of the January 28, 2003 meeting. Motion passed unanimously.

Bruce Jolly stated that two months ago a resolution had been prepared based on the action taken by the Board, but it was his understanding that the previous Chairman had a problem with that resolution, and asked if it had been signed. Ms. Batchelder stated that she was not sure if it had been signed, and that Lori Milano, Director of Community Inspections, was handling the matter.

Another item Mr. Jolly mentioned was that he wanted the Board to think about what he was about to say to them. He explained there remained an issue as to whether this Board could take action if an Order reflecting the Board's determination had been recorded. He stated he did not know the City's policy, but he did not think that every Order was recorded. He further stated if the City retained that right and where the Board suggested that someone come back within 90 days in case there appeared to be a problem, there was an issue that perhaps the case could not receive a further extension if it had been recorded. He stated that he wanted the Board to be aware of this matter. Historically, the Board had done that, but he did not think the City was recording first Orders.

Mr. Jolly stated that the argument would be that if the Order had been recorded, the Board would be divested of authority and jurisdiction to take any further action on such case. He explained that the statute did not specifically address this matter.

Mr. Phillips asked if this matter referred to the decision handed down by the Attorney General. Mr. Jolly confirmed. Mr. Phillips stated he thought it included the right of the Board to revisit fines they imposed, including liens.

The Assistant City Attorney, Assistant City Attorney, explained that the Statute had been amended to include that the liens were vested in the municipality under Section 162.09.3. She explained there was an AGO opinion which stated that the Code Enforcement Board had the authority to reduce liens. After that, the Statute had been amended and according to how it now read, the municipality had the authority to reduce or sell a lien which was vested in the municipality. She felt that regarding today's cases, the City had the option to record the Orders issued today and if that was done, then this Board would lose jurisdiction to grant an extension of time after what was written in such Orders.

Vice-Chairman Jordan reiterated that they did not want to tie someone's hands who was attempting to get their violations corrected.

Mr. Jolly further stated that theoretically, they would then have to go to the City Commission who would recognize the fairness of the application and then act on it.

Vice-Chairman clarified what was being said. He felt this Board should have the power to

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extend the decision of this Board, and if they imposed fines, they should be able to rescind them. He felt the City Commission would not want to be involved. He stated nothing was black and white, and the language was very vague.

Mr. Jolly stated that there had been a second opinion, and the Attorney General had responded to his letter which generated calls from other attorneys in other cities, mostly on the west coast, asking why this matter had arisen. They had informed him that their Commissions did not want to be involved and be the buffer. He explained that this Commission had taken the position that they wanted the final say with staff assistance. He stated that he was going to submit his resolution to the City Attorney's Office to have it placed on the agenda. He further reminded this Board that they had been selected by the Commission to serve on this Board and were to act within their mandate. He explained further that staff had been pressured by the Commission to move forward on this matter and not reduce the fines.

Mr. Phillips stated that he had read the Attorney General's opinion and he felt it was not Acrystal clear. He explained that he had read various case laws regarding this matter and some municipalities had an outside agency, like an adjustment bureau. He stated that at first he was against this and felt the people should be able to speak, but after thinking further about the matter, he felt this Board bent over backwards attempting to work with the individuals and their violations by granting extensions.

Mr. Phillips further stated that two former members of this Board had formed a company called Code Busters and they had prompted this issue. He asked if they could actually take on clients. He suggested that possibly a workshop be held to assist in understanding this matter. He continued stating that his conclusion was when someone came back 4 or 5 times, why should this Board permit this. He stated that he disagreed with the resolution and Mr. Jolly's opinion of the matter.

Mr. Phillips proceeded to give some background as to how this matter came about. The Assistant City Attorney clarified that it was decided that if someone's property had been brought into compliance, but there was a lien on the property, a meeting would be set with Ms. Milano's staff and a settlement would be negotiated. Then, the property owner would be given the option if he didn't like staff's settlement, he could return before this Board and ask for another opinion. Then, he could take both opinions and go before the City Commission.

The Assistant City Attorney stated that John Simmons was handling these matters, but it was approaching a full-time job. Staff had to revisit the file which was an involved process.

Mr. Phillips stated that this Board should have the opportunity to review the case one last time before the Chairman of the Board signed off on the liens.

Mr. Jolly stated that if he had the power to make this work, he would suggest this Board not waste their time and stay out of the matter. He reiterated that this matter was up to the Board. Practically speaking, he stated if he had the power to encourage, he would recommend the Board not getting involved. He stated that Commission might also decide they didn't want to deal with the matter either.

Mr. Phillips remarked that he donated his time to this Board, as did the other members, and would gladly donate additional time if he felt it was necessary in regard to principles of fairness, justice, and the American Way. He believed that they were not doing anything unfair.

**Motion** made by Mr. Young and seconded by Mr. Hayes to recess until 1:00 p.m.

**Board recessed until 1:00 p.m.**

**Individuals wishing to speak on the scheduled cases were sworn in.**

**Reference: CE01091059**

Sam Miniea FAM Holdings Ltd.  
850 NW 61 St.

Old Business

Susan Batchelder stated this case was originally heard on October 23, 2001 with compliance ordered by February 20, 2002. On April 23, 2002, the Board denied an extension for compliance. On November 26, 2002, time was extended until January 25, 2003. Current fines total \$52,500.

Jim Brady, representative of the applicant, stated when they were last before this Board they had stated they were ready to begin the interior renovations, but the general contractor had walked away from the job. He stated that Frank Smith was hired and had completed the work. He proceeded to give the Vice-Chairman a copy of the permit and sign-off on the final inspection. He explained that the interior renovations dealt mostly with fire safety.

Bob Young entered the meeting at approximately 1:10 p.m.

Mr. Brady stated this had been a warehouse for the last 20 years. He stated they were also requesting a waiver of the fine, but that a \$600 administrative fee be charged for the cost of the inspector, including other administrative costs of the City.

Ivett Spence-Brown, Fire Inspector, stated that the original violation had been written on April 10, 2000. She stated that after numerous consultations and inspections, the property

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had still not been brought into compliance. She further stated that the City was against any abatement of fines. She reiterated that the property had complied on February 12, 2003. She stated that ample opportunity had been provided for the correction of the violations and did not feel the fines should be abated.

Mr. Phillips stated that he felt the fines should be abated because they had demonstrated a good faith attempt.

Ms. Brown reiterated that these violations had been going on since 2000 and had been before this Code Board over one year ago. She emphasized that Mr. Miniea had not been dealing with the problem, but the sons had been dealing with the matter and did have ample opportunity to rectify the problem. She suggested they pay a fine of \$7,000, but she did not feel the entire fine should be abated.

**Motion** made by Mr. Phillips to abate the fine, but that \$600 be charged to the owner for administrative costs.

The Assistant City Attorney, Assistant City Attorney, stated that the reason the City brought cases before this Board and asked for fines to be imposed was to persuade the property owner to bring the property into compliance, and punish them when they did not. She explained they were not looking for administrative fines to cover costs of doing business. The fine was to be punitive, and the City felt it inappropriate to reduce a fine to a small amount. Therefore, they were opposed to abatement of fines in this case.

Motion died for lack of a second.

**Motion** made by Mr. Phillips to reduce the fine to \$5,000, plus charge \$600 for administrative costs.

Motion died for lack of a second.

Mr. Brady stated that he heard the rationale of the City Attorney, and was surprised. He stated further if this was a life quality situation, he realized there was a policy in the City regarding that, but this was inside a building which was operating and in use for 10 years until recently. He explained the father was in ill health, and the sons were tending to family matters. He asked what purpose did it serve the City to have the property brought into compliance, but continue to punish this ongoing business.

Ms. Brown reiterated that all the violations were life safety violations. She explained that extensions were given by the Fire Marshall and the violations were still not corrected. She further stated the owner had to be forced to come into compliance, and therefore, she felt all the fines should not be abated. She stated again that she was against abatement of fines.

Mr. Brady stated the door was a technical requirement which served no purpose to the building. He proceeded to show photographs of the subject door.

The Assistant City Attorney stated that there were two ways to do this. One was to send an inspector out and the property owner would be charged for each visit like a fee for using City Inspection Services. She explained the City did not do it that way. Cases were brought to this Board, along with testimony. In this case after hearing and seeing all evidence, this Board found the violations existed. If this matter was going to be reopened and reheard, she felt this Board did not have the jurisdiction to do this because no new evidence was being presented, nor were they suggesting that an error had been made. She reiterated that this Board did not have the jurisdiction to rehear cases, whether liens had been recorded or not unless an allegation had been made that an error existed.

Vice-Chairman Jordan stated that when a request was made to adjust or abate the fine, reasons had to be given to justify the request.

Mr. Jolly explained that since the Order had not been recorded, the Board had the authority to consider what was being sought, and the Chair controlled what evidence should be permitted. He felt this was not a revisiting of the case.

**Motion** made by Mr. Phillips and seconded by Mr. Young to reduce the fine to \$7,000, and a charge of \$600 be made for administrative fees. Board agreed to the motion with the exception of Mr. Hayes who opposed the motion.

**Reference: CE00101168**

Flagler 400 LLC  
125 NW 4 St.

Old Business

Ms. Batchelder stated that this case had originally been heard on October 23, 2001 with compliance ordered by January 21, 2002. On March 26, 2002, the date for compliance was extended until September 26, 2002. Current fines total \$82,500.

Robert Pignataro, Building Inspector, stated that the owner was requesting an additional 90 days to bring the property into compliance and a verbal agreement had been entered into. He stated the City had no objection and the owner was near completion of all the work being required.

**Motion** made by Mr. Young and seconded by Mr. Phillips to grant a 90-day extension of time in order for the property to come into compliance. Board unanimously agreed.



**Reference: CE00041188**

Clarkson-Bergman Family Partner Ltd                      Old Business  
2400 W. Broward Blvd.

**Reference: CE01070243**

Robert M. Hall & Wayne R. Baxter                      Old Business  
2500 W. Broward Blvd.

**Reference: CE01081572**

Clarkson-Bergman Fam Partner Ltd.                      Old Business  
350 SW 27 Ave.

Ms. Batchelder stated that the extensions were basically the same. She stated the case was originally heard on July 24, 2001 with compliance ordered by January 23, 2002. The date was extended to February 21, 2002 on the Board's Order of January 22, 2002. Time was then extended to May 27, 2002 on the Board's Order of February 26, 2002, and again extended until June 27, 2002 on the Board's Order of May 28, 2002. She stated that on July 23, 2002, time was extended until September 24, 2002, and once again extended until December 23, 2002, on the Board's Order of September 24, 2002. Ms. Batchelder stated that on November 26, 2002, the date was extended until February 25, 2003. Fines which accrued for CE00041188 were \$6,780. Fines for CE01070243 were \$5,040. Fines for CE01081572 were \$6,720.

John Chassen, attorney, stated that up until this meeting, Mr. Welt had been involved with all three parcels and everyone had been working to get matters resolved. He stated that the lease involving CE01070243 had expired subsequent to the last meeting, and therefore, he was going to speak only in connection with the other cases. He explained they were still cooperating with the owner of the parcel, but things were slightly different than before.

Mr. Chassen explained there were four different parcels in the park with three different owners. He explained further that one of the parcels had not been cited with any violations. He stated they had one owner of two parcels and Mr. Welt was the receiver for the ground lessee for those two parcels. He stated there was a chain of title and responsibility. He explained that a foreclosure had been filed by the lender of record and in that proceeding Mr. Welt had been appointed as a receiver.

Mr. Phillips asked if the 2500 property was necessary to provide egress to the other properties. Mr. Chassen stated that at one point in time that was correct, but it was his understanding that now there were separate egress and ingress to all the parcels

separately. He reiterated that he was representing the lessee and was requesting a time extension. He explained that they had provided the City with an updated report approximately two weeks ago regarding the work which had been done. He stated that inspections had been completed for the 900 block which was basically the test block, and those owners were provided a copy of the report listing what work was required to bring the property into compliance.

Mr. Phillips asked how long the lease was for the other two properties. Mr. Chassen stated it was for 35 years.

Mr. Chassen stated they were requesting a 90-day extension of time to give them the opportunity to continue to resolve the items.

John Noviak, engineer, stated they were engaged by the receiver to provide engineering and construction management services for the removal of code violations at the Sunset Colony Mobile Home Park. He explained that things had changed with respect to the Hall parcel. He stated they were approaching the correction of violations on a global basis for economy of scale. Now, they had to regroup and look at things from a different angle in terms of how to best approach the situation. He stated they did arrange for inspections at the 900 Block which had been completed within two days. He explained that new electrical meter boxes and stands had been installed for this test block. He continued stating that they had inspected a total of 26 homes, and 2 were owned by Sunset Colony, and the balance were owned by private owners.

Vice-Chairman Jordan asked for a clarification of the present situation.

Mr. Chassen stated that previously a number of mobile homes which had been owned by Sunset Colony and had been in violation were removed from the premises. He explained it was the obligation of the 24 unit owners in accordance with their leases to bring the properties into compliance.

Mr. Hayes stated that the Board had been trying to get a schedule as to when the violations would be corrected, and still had not received it. Mr. Chassen replied that they had just completed the report for the 900 block at the end of January, provided the owners with a list of the violations, and tried not to be heavy-handed with the owners since they were on limited incomes. They hoped to get the 90-day extension and meet with the owners and work with them in getting the work started. Mr. Hayes asked if there were violations on other properties than the 900 block. Mr. Chassen replied there were, and they would have to review the matter block by block.

Mr. Noviak explained the electrical work had been done prior to the receiver coming onto the site with permits, and the work had been approved.

Wayne Strawn, Building Inspector, stated that the work had been done under permit for the 900 block, but the trailers could not be hooked up due to the violations on them. This block was a test case and with the least amount of expenditure, they were able to address this section. He further stated that he was disappointed because for a long time nothing had been done, but now there was an inspection of the 900 block. It was his opinion that about 50% of the trailers were not worth repairing, but those decisions would have to be made by the individual owners. He felt if this ratio extrapolated itself throughout the park, it would lead to possibly different business decisions. He continued stating they had looked for a schedule addressing all violations throughout the park, and one had not yet been provided.

Mr. Strawn explained other issues were involved. He explained the City was not recognizing the subdivision of the mobile home park. Meetings had been held with the City Attorney's Office and Planning and Zoning, but they believed it was one developmental site, and if split off they would lose their grandfather status. The City would, therefore, not issue occupational licenses to three or four different mobile home parks. He further stated that Mr. Sepler was collecting rent independently, and so was Mr. Hall. Mr. Strawn believed that time was being bought here so business decisions could be made. A lot of money was involved in order to bring the park into compliance. He stated he was not in favor of the 90-day extension of time because he had seen very little progress until the last 5-6 weeks. He felt if an extension should be granted, it should be for a much shorter period of time in order to guarantee that progress would be shown, as opposed to nothing being done until one month before the hearing.

Vice-Chairman Jordan asked Mr. Strawn what he would like to see take place at this property.

Mr. Strawn replied that he could not make business decisions for these people. He felt if they could not resolve their zoning issues, they could not operate legally in the City. Therefore, if they could not operate legally, how could they spend a lot of money fixing up the infrastructure. He further explained that they were required to have separate prospectus and permits issued by the State. There were intermingling sewer systems and he felt it was a Aquagmire and he did not know how it could be resolved. He felt at some point in time, the responsible people would have to be put under pressure in order to make the necessary decisions.

Mr. Strawn stated that he wanted to correct some compliance issues. In regard to CE00041188, NEC 300-5(a) was not in compliance, but the street lighting was removed. He stated also that 5211.2(g)(2)(gg) was in compliance.

Mr. Strawn reiterated that if the trailers did not get hooked up to the new meter banks, then they were just ornaments on the property instead of being functional and providing a new safe system.

Vice-Chairman Jordan reiterated that the zoning issue was a big part of the picture in this matter.

Mr. Chassen stated that various issues were intertwined. He explained they were presently involved in discussions with the individuals on the Hall parcel to see what could be done. He stated they were meeting with the City to see what the zoning requirements were and how the properties could comply, and continue to legally operate as a mobile home park. He stated it was hard for them to justify spending a lot of money making repairs, if the City decided to refuse them to continue operating. He explained that since Mr. Welt had been appointed the receiver, he was in a fiduciary capacity and could not spend money as if he was the actual owner.

Mr. Phillips asked who was the bank that was foreclosing on the lease. Mr. Chassen replied it was LaSalle Bank. Mr. Phillips asked how far away they were from Summary Judgment. Mr. Chassen stated it was his understanding that the bank had been cooperating with them, and held off on completing the foreclosure in the hope that matters could be resolved.

Mr. Strawn reiterated that zoning had not been an issue until the parks became divided. He explained that the zoning issue was that this was one development, and was legal non-conforming as such, but when it was split it became more non-conforming. Therefore, the split could not be recognized.

Stephanie Toothaker Walker, representing Carol Clarkson who owned two of the parcels, stated it was important to understand that the parcels, as of this point in time, had not been split. She explained that they had met with the City regarding zoning issues. She reiterated that they were not in that position as of today and it was being operated as one unified site plan. She reminded the board that the issue was not ownership, but Mr. Hall wanting to fence off his property which would create a separate parcel with its own access. The Clarkson parcels would not have access off of Broward Blvd. as in the past.

Mr. Hayes asked if all the amenities were on the Hall property. Ms. Walker confirmed, but stated that the City's zoning requirements did not require them to have amenities. She stated that a leasing office was required, along with proper access to the properties. Mr. Hayes remarked that people would not want to stay if amenities were not provided or if they were blocked off by a fence. Ms. Walker stated she could only assume that the people would not want to lose their homes.

Mr. Chassen stated that the name of the entire development was Sunset Colony. He remarked that as of this point in time, they had no control over the units on the Hall parcel. He continued stating that it was his understanding that all the units paid the same amount of rent, but separate rents were being paid to Mr. Hall and Mr. Welt. Mr. Phillips remarked

that it appeared there were two different entities.

Mr. Jolly remarked that the zoning issue had not come forward as of this time.

Mr. Strawn stated that he wanted to clarify the issue of the fourth parcel which was Sunset Colony Annex Inc. which belonged to Mr. Sepler, who used to control the entire park. He stated there were violations there but he had not written those because while the receiver was in control of that area, his engineers were also looking at those violations. However, he now had the task of writing those violations and they would go directly to the owner, Mr. Richard Sepler.

Jim Perillo, Lennar Partners, stated they were the Special Servicing Agent for LaSalle Bank which was the trust which now owned the loan. He explained the loan had been securitized and there were tax laws governing such loans. He further stated if a lender foreclosed on the property, they could not renegotiate any extension with Mr. Hall. They figured they would bring in the receiver, cooperate with him, and attempt to work out a negotiation with Mr. Hall that would benefit the park in its entirety, but this had not happened. At this point, the Bank was looking to complete the foreclosure.

Mr. Perillo continued stating that the lease structure was somewhat convoluted and had intervening subleases.

Mr. Phillips asked what would then be done with the leases. Mr. Perillo stated they would then figure out what would be best to do with the asset.

**Motion** made by Mr. Phillips to defer on this extension and listen to what would be presented regarding Cases CE01070243 and CE01081572. He felt one of the property owners would have to make a commitment. He felt this parcel should be looked at out of context of the other two.

Mr. Jolly stated that it was up to the Chairman.

Ms. Walker clarified that she represented Carol Clarkson who was the underlying landowner, but the receiver who represented the bank that held the asset which was the improvements on the land was representing the same interest. The only other entity present were the people representing Mr. Hall.

Jeff Cooper, apartment manager for the Hall portion, stated that he was brought from Georgia to manage the properties. He stated that there was a letter from Mr. Hall, which had been distributed to the Board, stating his position. He explained they were in possession of the property since the 13<sup>th</sup> and agreed there were a lot of unanswered

questions. He stated strictly from his managerial position a decision had to be made whether the park could be kept alive or not. Since progress had not been taking place, Mr. Hall decided to protect his interest and collect his own rents and bring his properties into compliance. He felt the entities could not operate separately and they needed to work together. Mr. Cooper stated that Mr. Hall's father had built this park back in the 40's and in 1953 had leased it.

Chuck Ritchie, representative of Mr. Hall, stated that they had been in possession for 13 days and they did what was necessary to protect the property. He stated they were the original park, and it was a business decision of Mr. Hall's not to renew his lease. He felt this was the largest collection of antique mobile homes in the South. He stated that the Konover site was directly across the street, and this mobile park was probably not the best land use for the area. He felt it could have 3-5 more years of viable use for low-cost housing. He stated they were requesting time in order to work with the other two owners in order to determine what could be done.

Mr. Ritchie further stated that the property had not been zoned until the late 50's or early 60's in the County which was then T-1 and was then annexed to the City in 1962. The City had no zoning at that time to cover mobile parks, and a zoning ordinance had been developed in the fall after-the-fact, and the 10-acre parcel was put in the City's zoning district, but had an exception that since it had been pre-zoned with the County as T-1, it would not have to meet the 10-acre standard. He felt it was still non-conforming and could break away. He stated that all the parcels had independent access to dedicated rights-of-way, even Mr. Sepler's parcel. Therefore, no one was being denied access either way. There might be an added expense for security, but they could continue operating as independent parks.

Mr. Phillips asked how many acres comprised Sunset Colony before the lease terminated. Mr. Ritchie replied approximately 30 acres. Mr. Phillips clarified that the 30 acres did not come into existence as a mobile home park at the same time. Mr. Ritchie confirmed.

Mr. Jolly explained there were three cases involved which were different but related, and all were seeking the same relief which was a 90-day extension in order to come into compliance.

Mr. Strawn stated that Section 4501.2(d), Item 6, was complied, but 4505.1(a) was not in compliance because Item 1 had not been complied with, but items 2-5 were in compliance.

**Motion** made by Mr. Phillips to grant a 60-day extension for all three cases.

Motion died for lack of a second.

**Motion** made by Mr. Phillips to grant a 30-day extension for all three cases.

Motion died for lack of a second.

**Motion** made by Mr. Hayes and seconded by Mr. Phillips to grant the extension of time.  
**Roll call on motion:** YEAS: Mr. Young, Mr. Phillips, and Mr. Jordan. NAYS: Mr. Hayes, Mr. Elfman, Ms. Horn, and Ms. Hale. Motion failed 4-3.

**Reference: CE00061475**

Frenzel & Sons Plumbing Co, Inc.  
5301 Northwest 9 Avenue

Old Business

Ms. Batchelder announced that this case had originally been heard on July 25, 2000 with compliance ordered by January 19, 2002. On March 26, 2002 the date was extended until April 25, 2002. On April 23, 2002 the date was then extended until May 23, 2002. Then, on November 26, 2002, the date was extended to January 25, 2003. Fines total \$28,100.

John Brown, engineer, stated he had been working with this company for the last year and a half regarding this matter. Originally, the building had been a stationery, office equipment store with an open mezzanine. There was no change in use and very little, if any, combustibles on the property. Mr. Brown explained that there was a problem with the mezzanine and proceeded to explain the history of the problem. He stated they were requesting a 30-day extension in order to complete the process.

James Goodwin, project manager, stated that some of the work had been done already and they had new plans to be submitted to the City.

Ivett Spence-Brown, Fire Inspector, stated that on January 11, 1999 she had inspected this as a research item. On February 11, 1999 she wrote it as a violation. Time extensions were requested and extensions were given until June, 1999 to comply. A second extension was requested from the Fire Marshall and time was given until December, 1999 for compliance. Nothing was done and the matter was brought to this Board on June 21, 2000. The Code Board then granted 9 months for the work to be done. Nothing was done. Another inspection was done on January 29, 2002, and no work had been done and the fines began to accrue. As of February 24, 2003 they were still not in compliance.

Patrick Gillis, Fire Prevention Bureau, stated the plans had been sitting in their court with Al Weber's comments since November, 2002. He explained that the work was required by Code and every time plans were submitted they had been acted upon as quickly as possible. The longer periods of time were when the plans were back in their laps. He reiterated that this case had been going on for 3 years and the amount of work that was accomplished during that time was pitiful. He emphasized that the work could have been done in 6 months.

Ms. Brown stated that the City was not in favor of any time extensions, that the fines continue, the property be liened, and the original Order be recorded.

Mr. Brown stated this was an ongoing business and he felt there was animosity toward them and what they were trying to do. He stated the building was safe and adequate egress was provided.

**Motion** made by Ms. Horn and seconded by Mr. Hayes to grant the extension of time.

Mr. Phillips stated that the fines were still on the property, and possibly if the extension of time was granted, that might induce them to do the work because of the lien.

**Roll call on motion:** YEAS: Mr. Phillips and Mr. Jordan. NAYS: Mr. Young, Mr. Hayes, Mr. Elfman, Ms. Horn, and Ms. Hale. Motion failed 5-2.

Mr. Jolly explained if it was not recorded, there was no lien. Ms. Brown stated she requested that it be liened and recorded. Ms. Batchelder explained that the original Order would be recorded, but the Claim of Lien had not been recorded due to the extensions.

**Reference: CE01070832**

John W. Mazerelle  
1505 Southwest 1 Street

Old Business

Ms. Batchelder stated that this case had originally been heard on February 26, 2002 with compliance ordered by August 25, 2002. On September 24, 2002 the date was extended until January 22, 2003. Fines total \$725.00 and the City was recommending a settlement of \$150.

John Mazerelle, owner, stated that the fines were accrued because they had not been aware of the time span needed in order to appear before this Board. Therefore, they were requesting an abatement of the times.

Kenneth Reardon, Building Inspector, explained they had gotten tied up in the Historical Board due to the fact they were located in Sailboat Bend.

**Motion** made by Mr. Phillips and seconded by Ms. Horn to abate the fines in their entirety. Motion passed unanimously.

**Reference: Case CE01111101**



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Mark O. Cheeley  
1425 SW 1 St.

Old Business

Ms. Batchelder announced that this case had originally been heard on February 26, 2002 with compliance ordered by August 27, 2002. On August 27, 2002, the date was extended until October 26, 2002. The property came into compliance on December 13, 2002. Fines total \$2,350. The City recommended a settlement of \$400.

Mark Cheeley, owner, stated that he was requesting an abatement of fines. He explained further he had been held up in the Historic Board and that caused the accrual of fines.

Kenneth Reardon, Building Inspector, stated that the owner had requested to come back before the Board under Old Business, but was denied due to the fact that the Order had been recorded. It turned out that was not totally correct, and he was permitted to return. The property was in compliance.

**Motion** made by Mr. Phillips and seconded by Ms. Horn to abate the fines in its entirety. Motion passed unanimously.

**Reference: CE01111944**

Coastal Limousine Inc.  
931 NE 4 Ave.

Old Business

Ms. Batchelder announced that this property had come into compliance prior to this meeting. She stated that the case was originally heard on February 26, 2002 with compliance ordered by May 27, 2002. On June 25, 2002, the date was extended until August 24, 2002. On September 24, 2002, the date was extended to December 23, 2002. Then, on January 28, 2003, time was extended until February 27, 2003. Fines total \$27,900. The City was recommending a settlement of \$3,900.

Tom Tilo, architect, stated that he had been hired to bring the property into compliance. He stated they were fined due to 3 errors being made. The first was that when he was first retained he had written a letter explaining that he had been hired. An extension was granted to the owner, but he had not been notified of that and an error had been made and there was a lapse in time. He stated they were requesting an abatement of fines.

Mohammed Malik, Building Inspector, stated that they had worked on the problem and worked with the City, but ran into problems.

Mr. Phillips remarked that this Board was lenient and if legitimate requests for extensions

were made and progress was being shown in regard to the work, normally extensions were granted.

**Motion** made by Mr. Phillips to abate the fines in their entirety.

Motion died for lack of a second.

**Motion** made by Mr. Young and seconded by Mr. Phillips to abate the fine to the reduced amount of \$1,500.

**Roll call on motion:** YEAS: Mr. Young, Mr. Hayes, Mr. Elfman, Mr. Phillips, Ms. Horn, Ms. Hale, and Mr. Jordan. NAYS: None. Motion passed unanimously.

**Reference: CE02070228**

Howard & Hildadi Cummings  
1454 Holly Heights Dr.

Old Business

**Reference: CE02070231**

Howard & Hildami Cummings  
1460 Holly Heights Dr.

Old Business

Ms. Batchelder announced that these cases were originally heard on August 27, 2002 with compliance ordered by November 25, 2002. Compliance was achieved on January 21, 2003. Fines total \$5,600 for each property. The City was recommending a settlement of \$1,000 for each property.

Howard Cummings, owner, stated that they had trouble getting an inspection due to holidays once the roof had been completed. He thought he had to have an engineer inspect it, and not just a City inspector.

Mohammed Malik, Building Inspector, stated that the work had been done, permits issued, but he wanted an engineer's report due to the sagging of the roof. Work had not been done for a while.

**Motion** made by Mr. Hayes and seconded by Mr. Young to abate the fine to the reduced amount of \$1,000 for each property. Motion passed unanimously.

**Cases Pending Service**

Ms. Batchelder stated that the following cases had been withdrawn pending service to the respondents:

CE02021820	CE02081818	CE03010175
CE02080986	CE02111383	CE03010176

**Cases Complied**

Ms. Batchelder stated that the following cases were in compliance:

CE02091062	CE03010785	CE03011214
CE02091107	CE03010787	CE03011216
CE03010177	CE03010788	CE03011217
CE03010179	CE03010789	CE03011749
CE03010783	CE03011212	CE03012205
CE03010784	CE03011213	CE03012215
CE03010785		

**Cases Withdrawn**

Ms. Batchelder stated that the following case had been withdrawn:

CE00101126

**Cases with No Respondents**

CE02050122  
CE01060446

**Cases Rescheduled**

CE02021820

**Claims of Lien**

Ms. Batchelder announced that there were 13 cases for which compliance was not achieved within the approved time frame and the Board's approval was needed in order to continue enforcement.

**Motion** made by Ms. Hale and seconded by Mr. Hayes to authorize the reformation of a second finding of non-compliance which was a condition for foreclosure. Motion carried unanimously.

**Election of Officers**

**Motion** made by Mr. Hayes and seconded by Mr. Phillips to nominate Mr. Gerald Jordan for the position of Chair for the Code Enforcement Board. No other nominations for that position were made. Motion passed unanimously.

**Motion** made by Mr. Hayes and seconded by Mr. Phillips to nominate Ms. Pat Hale for the position of Vice-Chair for the Code Enforcement Board. No other nominations for that position were made. Motion passed unanimously.

There being no further business before the Board, the meeting was adjourned at approximately 3:10 p.m.

\_\_\_\_\_  
Chairman, Code Enforcement Board

ATTEST:

\_\_\_\_\_  
Margaret A. D'Alessio,  
Recording Secretary

NOTE: The agenda associated with this meeting is incorporated into this record by reference.