

**City of Fort Lauderdale**  
**UNSAFE STRUCTURES BOARD MINUTES**  
**Thursday, April 21, 2005, at 3:00 p.m.**  
**City Commission Meeting Room - City Hall**

<u>MEMBER</u>	<u>PRESENT/ABSENT</u>
Charles Schneider, Chair	P
Jim Rampe, Vice Chair	A
Patrick Kerney	P
Tom Jones	P
Michael Madfis	P
John Carroll	P
Charlie Minor	A
John Albee	P

**Also in Attendance**

Eve Bazer, Community Inspections  
Nadine Blue, Board Clerk  
Farida Mohammed  
Wayne Strawn, Building Inspector  
Lisa Edmondson, Recording Clerk

The regular meeting of the Unsafe Structures Board convened at 3:00 p.m. on Thursday, April 21, 2005, at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

<u>CASE</u>	<u>INDEX</u>	<u>PAGES</u>
1. CE03051368		1-6
Case Address: 1225 NW 16 Street Owner: Fletcher-Allen, Shirley M.; Hills, Vernon, Delbert & James Inspector: Wayne Strawn Disposition:		

CHAIR SCHNEIDER: Go ahead and call the meeting to order. Welcome to the City of Fort Lauderdale Unsafe Structures meeting for April 21<sup>st</sup>, 2005. Here she comes. Go ahead and let's swear Shirley in and let's get going here. All rise about to give testimony and be sworn please.

[Swear-in of witness by Ms. Bazer.]

CHAIR SCHNEIDER: First case.

MS. BAZER: The first case on page one was withdrawn by the City Attorney's office this morning, so please turn to page two. Wayne Strawn is the inspector. This is case CE03051368 at 1225 Northwest 16<sup>th</sup> Street. Shirley M. Fletcher-Allen; Vernon, Delbert, and James Hills the owners. Last permit issued on this property was October 5<sup>th</sup>, 1978 for an enclosure for a carport. Last heard on March 17<sup>th</sup>, 2005, a 30 day continuance was granted. Certified mail to Shirley Fletcher-Allen, green card was signed by Shirley Fletcher – signed Shirley Fletcher on April 13, 2005. Certified mail to registered agent, Christie Rodriguez for J.I. Kislak Mortgage Company, signature illegible, signed April 6, 2005; and certified mail to J.I. Kislak Mortgage Company returned, forwarding order expired, but we did get - the first one was signed, so we have good service.

CHAIR SCHNEIDER: Want to go ahead and tell us what's going on here, Wayne?

MR. STRAWN: The plans are approved and the last sign off on the 26<sup>th</sup> of January. Fire signed it off on the 26<sup>th</sup> of January.

CHAIR SCHNEIDER: Where we at, Shirley?

MS. FLETCHER: I have to identify myself?

MS. BAZER: Yes, please.

MS. FLETCHER: Okay. I'm Shirley Fletcher, the homeowner, and I guess we've got some new people?

CHAIR SCHNEIDER: It's an ever evolving committee.

MS. FLETCHER: Yes, I – a lot of things happened since then. As far as I know that everything's been approved, but I was looking at the landscaping and the engineering not being signed off. I don't know whether or not that needed to be signed off. I brought the plans with me. I signed them out – but anyway, I would like to – well, I'm here to ask you, I need to request some more time.

CHAIR SCHNEIDER: Shirley, this Board has been as lenient with you as any board could possibly be. Your plans have been ready since now – since January 26<sup>th</sup>. We realize that you had problems with regard to getting the permit issued the last time and it was – plans were purged from the system and you had to restart all over again. What is the hold up with you getting a general contractor and having the permit issued, and stopping this process?

MS. FLETCHER: Well, Mr. Murray which he was – he is the contractor that was on my plans, but at the day that I went to check on the plans after they'd been approved, he wanted to go up on the price and what we agreed about. So, in turn, I had met someone else. I checked the plans out and I had the contractor look over the plans. He had questioned some of the things that were on the plans and he also questioned about the landscaping and

engineering not being, you know, signed. Also, he did get a copy of the plans because I asked the lady that was up there if I do pay for the plans now and I change the contractor, would it cost me anything? She said yes, it will cost half of the amount of what I'm paying for it. She said if I leave them there and do a change of contractor, then it wouldn't cost me anything. That's the reason why I didn't pay for them. I would have been able to pay for them, but I wanted to see this guy since he got a copy. He dropped them off to his electrician, his plumbing.

CHAIR SCHNEIDER: So you're going through repricing right now?

MS. FLETCHER: Just for this guy here. Switching the contractor if I needed to, and also, Mr. Murray he called me this morning and he asked me what am I going to do so that –

CHAIR SCHNEIDER: And how much additional time are you requesting?

MS. FLETCHER: I'm requesting 60 days. Go ahead.

MR. JONES: Wayne, why wasn't the landscaping an engineering signed off, because technically she couldn't really get a permit.

MR. STRAWN: I don't believe this requires a landscape review. It wasn't set up for landscape review, so it hasn't failed or anything. It just wasn't set up for landscape.

CHAIR SCHNEIDER: It's not one of the required reviews for residential? Not required, okay.

MR. STRAWN: Especially a rebuild.

MS. FLETCHER: And engineering? So, engineering it doesn't need to be signed for engineering?

MR. STRAWN: No.

MR. JONES: So, Wayne, it's ready for a permit? It just takes a check and go.

MR. STRAWN: That's right.

CHAIR SCHNEIDER: It sounds to me like – and what it sounds like is it sat so long that her general contractor wanted to increase his price as a result of it sitting so long and now she's wanting to go through a pricing review again to determine what her best pricing is and she's asking us for 60 days in order to go through that review. Is there any other questions?

MR. CARROLL: How much did the contractor indicate that he wanted to raise the price?

MS. FLETCHER: Do I have to answer that?

CHAIR SCHNEIDER: No. It's none of our business.

MS. FLETCHER: But it is - he wanted five thousand dollars more.

CHAIR SCHNEIDER: What is our business is that this has drug on now for almost two years and we have a duty to this community to see that this property is either brought up to code or it's demolished and we have worked with you continuously during that process because we know the struggle and the difficulty that you've been under. But you need to understand there's only so much we can do for so long. We have to bring this to a head sooner or later and it's not particularly up to me. It's up to this Board collectively. Is there any other questions of the Board? Being none, what's your pleasure? The Respondent has asked for 60 additional days.

MR. KERNEY: I would be willing to make a motion for a 30 day continuance.

CHAIR SCHNEIDER: Do we have a second to that motion?

MR. ALBEE: Yes, I'll second.

CHAIR SCHNEIDER: We have a second. Any discussion?

MR. MADFIS: I guess – what are we going to do in the next 30 days that's going to make sure that you know, this is done in 30 days if we give you 30 days? Or should we be discussing that amongst ourselves?

MR. KERNEY: Let me interrupt here for a minute. Wayne, can't she pull this permit as an owner/builder?

MR. STRAWN: I don't think she has the expertise.

MR. KERNEY: I mean, that would get this off away from this committee if she was to pull this permit and then she would have six months to get her first inspection.

MR. STRAWN: It's most likely – I don't know, job cost or square footage, I think it must be out of the range of what an owner/builder can do. And they're going to charge her half the permit fee if they pull it under the original general contractor and he backs out. That's what they told her.

MR. KERNEY: Half the permit fee?

MR. STRAWN: I've seen charges like that.

MR. KERNEY: That's outrageous. Do you think within 30 days you can make a decision on a contractor one way – see, the problem is the cost of building materials are escalating every day, so you really need to move on it, not for this Board but –

MS. FLETCHER: And I guess that's why with the discrepancy of the lost plans and by the time I got the prints –

CHAIR SCHNEIDER: That's why they went up.

MS. FLETCHER: - and the guy that I had, Mr. Murray, I just got him as you know and he said, well, you know, trusses are very expensive now and at the last minute when I went down there and I called him – after Nancy, she give me the correction of the, you know, fee. I wasn't here at the last meeting because I was in property.

CHAIR SCHNEIDER: Let me give you an example of what's going on, not that it's relative to this. But as an electrical contractor, a hundred feet of half inch pipe a year ago I was paying \$13.00 for a hundred feet of it. Today I'm paying \$32.00. So the price of materials is going through the roof and I could expound on it and tell you why, but it's irrelevant to that. But that's exactly what Pat's trying to tell you. Every possible facet in the building construction industry, materials, whether it's wood, drywall, steel products, petroleum based products such as plastics, or copper products, they're all escalating in price. So, when your general contractor came to you and asked you for a price increase, it was not all necessarily unwarranted. While it's a bitter pill as the person who's paying the bill to swallow, who has to pay the bill, it's a reality. So, it would behoove you, not us, to expedite this thing as rapidly as you can. Get somebody under contract. Let me ask you a question, was he under contract with you?

MS. FLETCHER: Mr. Murray?

CHAIR SCHNEIDER: Yes.

MS. FLETCHER: Yes. He was.

CHAIR SCHNEIDER: He was under contract with you and then wanted a price increase?

MS. FLETCHER: Yes.

CHAIR SCHNEIDER: Now that's – depending upon how long it sat, that may or may not be warranted so –

MR. KERNEY: Well, it seems strange to me that he waited until the plans were approved and ready to be sitting there picked up before he sprung this on her. But that's neither here nor there. I think for your own benefit you need to move quickly. Decide on somebody you trust, and move quickly. And I think this Board ought to approve the 30 days, stick by that 30 days, and have her come here, or not come back here because the permit will have been pulled within that time and we won't see her again.

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MS. FLETCHER: With regards to – also, the guy, the contractor that I spoke with that copied the plans, he was saying some things that he sees in here that he needs to talk with the architect about.

MR. KERNEY: You can correct that after the fact. You need to get the permit pulled. Talk to the architect after he pulls the permit. You can get your credits then, because I'm sure he's talking about giving you credits back, not adds.

CHAIR SCHNEIDER: They can always make revisions and addenda to these plans after the permit's issued, but you need to get under contract and you need to get under permit and, if you do two things, it'll stop – if you do those two things, it'll stop this process here.

MR. KERNEY: And any dollar you put in that house you'll get it back tenfold when you sell it in Broward County. Call the question, Mr. President – Chairman, sorry.

CHAIR SCHNEIDER: On the question, all those in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: All those opposed? Motion carries. See you in 30 days.

MS. FLETCHER: Thank you.

CHAIR SCHNEIDER: Any other issues to come before this Board? Any closures or board ups or anything like that? Next meeting date? See you May 19<sup>th</sup>. Meeting's adjourned. Thank you very much.

[Thereupon the meeting concluded at 3:15 p.m.]

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EVE BAZER, BOARD CLERK

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CHARLES SCHNEIDER, BOARD CHAIR

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held April 21, 2005, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

Dated at Ft. Lauderdale, Broward County, Florida, this \_\_\_\_ day of April, 2005.

ProtoTYPE, INC.

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LISA G. EDMONDSON  
Recording Clerk

SWORN TO and SUBSCRIBED before me by LISA G. EDMONDSON who is personally known to me and who signed the foregoing for the purposes therein expressed.

DATED this \_\_\_\_\_ day of April, 2005.

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NOTARY PUBLIC  
State of Florida at Large

Notarial Seal: