

**City of Fort Lauderdale
UNSAFE STRUCTURES BOARD
Thursday, January 19, 2006, at 3:00 p.m.
City Commission Meeting Room - City Hall**

<u>Board Member</u>		<u>Present/Absent</u>	<u>Cumulative</u>	
			<u>1/1/06 to 12/06</u>	
			<u>Present</u>	<u>Absent</u>
Charles Schneider, Chair	A	0	0	1
Patrick Kerney	A	0	0	1
Olivia Charlton	P	1	1	0
John Carroll	P	1	1	0
Hector Haguaburo	P	1	1	0
Charles Minor	P	1	1	0
Michael Madfis	P	1	1	0
John Scherer	P	1	1	0

Also in Attendance

Cate McCaffrey, Director, Community Inspections
 Farita Mohammed, Community Inspections
 Yvette Ketor, Board Secretary
 Assistant City Attorney
 Maurice Murray, Community Inspections
 Wayne Strawn, City Building Inspector
 Kenneth Reardon, City Building Inspector
 Ursula Thime, Code Compliance Officer
 Lisa Edmondson, Recording Clerk

The regular meeting of the Unsafe Structures Board convened at 3:00 p.m. on Thursday, January 19, 2006, at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida and concluded at 4:55 p.m.

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ACTING CHAIR CARROLL: Hello, ladies and gentlemen. It's 3:00 and we're going to start the Unsafe Structures Board meeting. As many of you know, because of the hurricane, a number of hearings were postponed and this is the first hearing since September of '05, so we have a full agenda. So, I'd appreciate your indulgence in making your comments brief and to the point so that we can move this hearing along. Before we swear in everybody that's going to testify today, I'd like – we've got some new members on the Board and I'd like them to introduce themselves and indicate which discipline that they are responsible for. I'll start to my right.

MR. HEGUABURO: Okay, my name is Hector Heguaboro. I am a general contractor and that's life.

MS. CHARLTON: Olivia Charlton, property management.

MR. MADFIS: I'm Michael Madfis, local architect.

ACTING CHAIR CARROLL: I'm John Carroll and I'm the structural engineer on the Board.

MR. SCHERER: John Scherer and I'm the attorney on the Board.

MR. MINOR: I'm Charlie Minor; I'm the real estate appraiser.

ACTING CHAIR CARROLL: Okay, thank you folks. Can we have everybody that's going to testify today stand up and be sworn in please? Raise your right hand. Everybody that's going to testify has to stand and raise their right hand.

[Thereupon, the witnesses were sworn in by Ms. Blue.]

ACTING CHAIR CARROLL: Yes, the first case.

MS. MOHAMMED: Good afternoon, Board. First case, page 6 of your agenda, Inspector Wayne Strawn, case number CE05110247; case address 416 NW 13 Avenue. The owner Earl Rahming. Certified mail sent to Earl Rahming signed 12/9/05, signature illegible; certified mail to Anthony Michael Rahming, returned unclaimed; certified mail to Sears Roebuck & Company, green card signed 12/8/05, signature illegible; certified mail sent to CT Corporation System as registered agent for Sears Roebuck & Company, green card signed 12/8/05, signature illegible. And this, we also posted the property with a notice of violation on 1/6/06 and also at City Hall.

ACTING CHAIR CARROLL: Okay, Wayne?

MR. STRAWN: Good afternoon, Board. Wayne Strawn, City Building Inspector, with regard to 416 NW 13 Avenue. Florida Building Code 117.2.1.2.5, the electric systems of the building are compromised due to a lack of a weather tight roof. Florida Building Code 117.1.1, the single family dwelling and the detached garage building have been substantially damaged by the elements and termites; the buildings do not meet the maintenance requirements of the Florida Building Code or the Minimum Housing Code of the City of Fort Lauderdale. Florida Building Code 117.1.2, the carport structure has been enclosed without obtaining a permit. Florida Building Code 117.2.1.1.2, the enclosed carport has an unwarranted accumulation of debris and combustibles within. Florida Building Code 117.2.1.2.1, many building parts are loose or loosening. These parts include, but may not be limited to, door and window frames, roof projections, roof sheathing, and roof framing components of the main building and the carport. Florida Building Code 117.2.1.2.2, the roof structures have been deteriorated by rot because of lack of maintenance – maintaining a watertight roof condition and by termite infestation. Florida Building Code 2.1.2.4, the attachment of the Florida room roof rafters to the original building has failed allowing the rafters to sag into the Florida room. The cause of this failure is deterioration of structural roof components due to rot and termite infestation. Florida Building Code 117.2.1.3.1, the enclosure of the carport has been done without a permit and is, therefore, presumed and deemed by the code to be unsafe. This is the first time in my experience of sixteen years with the building department to see a roof collapse actually on an occupied dwelling.

ACTING CHAIR CARROLL: This dwelling is currently occupied?

MR. STRAWN: Yes, as far as I know.

ACTING CHAIR CARROLL: Okay, any other comments in regards to this? Are the code references here, the 2004 code or the 2001 code?

MR. STRAWN: Yes, we had to go from 111 to 117 to have the 2004 code address the property.

ACTING CHAIR CARROLL: Okay. Thank you, Wayne. Do we have the respondent here this afternoon?

MR. RAHMING ACTING CHAIR CARROLL: Good afternoon. I'm Anthony Rahming, Earl Ramhing's son.

ACTING CHAIR CARROLL: Can you raise that up a little bit?

MR. RAHMING: I'm Anthony Rahming, Earl Rahming's son. I'm currently occupying the building that's in question.

ACTING CHAIR CARROLL: You are currently occupying the building?

MR. RAHMING: Yes, I am.

ACTING CHAIR CARROLL: Even though the roof has collapsed?

MR. RAHMING: It's a terrible situation. Yes, sir.

ACTING CHAIR CARROLL: What are you doing to prevent further possible damage or injury to somebody that is in the building? Are you occupying it by yourself?

MR. RAHMING: I'm occupying by myself. I'm looking to try to find someone to purchase the building to make repairs on it or either to have them condemn it to have me move somewhere else.

ACTING CHAIR CARROLL: Have you attempted to do repairs in the past?

MR. RAHMING: Not really. No, sir.

ACTING CHAIR CARROLL: So no repairs have been done?

MR. RAHMING: No.

ACTING CHAIR CARROLL: Have you had any cost estimates to repair the roof?

MR. RAHMING: I've had everything from replacing the entire roof, like ten thousand dollars to replace the entire roof.

ACTING CHAIR CARROLL: Well, I mean, the roof is only one component of this. I mean, that's the most dangerous component from the structural engineering standpoint. That's why I'm quite concerned, but we have a number of other violations such as an enclosed carport and things like that. I mean, the only remedy for that is either to hire an engineer or an architect to prepare plans and specifications to bring that into compliance with the 2004 code or tear that structure that was built without a permit down. I mean, those are your only two options.

MR. RAHMING: Yes.

ACTING CHAIR CARROLL: So, have you thought about, you know, any options?

MR. RAHMING: I thought about the options of trying to find someone to purchase it to condemn it or to do repairs because I don't have the funds to do that with myself. I have a friend here who's going to help me, I believe. He's going to speak also on my behalf.

ACTING CHAIR CARROLL: Okay. Alright, let's hear from your friend before we talk among the Board. Can I have you state your name, sir?

MR. KNOWLES: Yes, sir. My name is Christopher Knowles and I work with Flukle [phonetic] Roofing and, you know, he didn't have any insurance. We grew up together in the same neighborhood and we were giving him some help. You know, he was trying to get

FEMA to help him and all. Well, you know, bring it up to code or as you say tear the other structure down but, you know, he didn't have funds at this time. We were trying to get some help and he needed a little more time to try to get – bring it up to code without being fined any further. You know, because his father and his mother's deceased and they haven't gone through probate yet in the thing, so it's like still in his mother and father's name that's been deceased for a few years and he really, you know, he had little problems, too, you know. So, he needed a little help and we were trying to help him. So, but the deadline was today and we didn't know how to – I'm coming to the meeting to find out what, could we get an extension or something.

ACTING CHAIR CARROLL: Well, the Board can't just give you an extension without a plan of attack. We could give you extensions forever and if you don't have a plan of attack or money to put the attack in motion, I mean, then we could give you 30 days but nothing would happen and you'd be back here again. So, I mean, this Board has to make a decision whether there's an opportunity here to make the structure habitable. With the collapsed roof, I wouldn't – we're going to talk among ourselves, but there's very much concern about life safety issues here and that's one of our biggest concerns on this Board and that's why you have an Unsafe Structures Board. So, if there's – hearing no plan of attack so far, I mean, I'll turn it over to the Board and we can discuss it, and the Board may have questions for either one of you. So I'll turn it over to the Board for discussion.

MR. MADFIS: How long has the family owned the property?

MR. KNOWLES: They've owned the property since 1952. We had the house built and like I said his father and mother had deceased and if it's possible that, you know, my mother was considering that – she owned property over there, that she was considering buy it, but – and bringing it up to code, but first of all, he need time to get it – to go through probate. He didn't even know how to go through probate to get it back and so a lawyer was getting involved now to see could he get it put in his name so that he can sell it, you know? But if there's going to be like fines everyday, it'll be going up so high, you know, it wouldn't even be worth it.

MR. MADFIS: Okay. One last question. Is it – so, no one's ever filed for any support or insurance from FEMA and today is the last day; is that the case?

MR. KNOWLES: Well, my wife was contacting FEMA for him now, and they were saying they would come out and see if what – because there wasn't any insurance and see could they assist him.

MR. MADFIS: So, has a formal application been made to FEMA in any fashion?

MR. KNOWLES: My wife put in a formal application.

MR. MADFIS: Today?

MR. KNOWLES: Yes, sir.

MR. MADFIS: I see. Okay, thank you.

ACTING CHAIR CARROLL: Wayne, I've got a question for you please. On some of these photographs, I see dates of February '03. How could that be? I mean, has it been going on that long?

MR. STRAWN: That must be – maybe my five looks like a three because that was initially turned over to me with the NEAT program. One of the code officers was assigned a certain grid to work and picked up the fact that the eaves were pointing in the air and that there was a problem, and so she turned it over to me. I think the NEAT program was in February of '05 or '04.

ACTING CHAIR CARROLL: Okay, thank you. Any other questions of the respondent, Board? You said, sir, that you're looking to sell the property. You had anybody – you talk to any real estate brokers or somebody that would be interested in selling the property for you as to a price for the property?

MR. RAHMING: I spoke to some agents to go through probate for me and then they would take the property and try to bring it up to code. I've spoken to the cash for buyers, the ones you see on television that said they'd come out and give you an offer on property and I spoke to several other different companies.

ACTING CHAIR CARROLL: And did anybody give you an indication of the value of the property or what it would sell for?

MR. RAHMING: No, they asked me what I would take for the property whatever they offered for it.

ACTING CHAIR CARROLL: How many square feet is this dwelling?

MR. RAHMING: I don't know.

ACTING CHAIR CARROLL: Wayne, you got a guess?

MR. STRAWN: Fourteen hundred feet.

ACTING CHAIR CARROLL: Okay, fourteen hundred square feet. Michael, as the architect?

MR. MADFIS: My opinion is that the structure built in '52 or even a little bit later would need a considerable amount of restoration to meet today's code. With the amount of damage that's there, the restoration would be over fifty percent which means the structure needs to be brought entirely up to code – the wall systems, the windows, everything. You'd be better off

really tearing this building down than anybody placing a value on it to restore it. The property is probably worth – I'm not the appraiser, more money with the building torn down than with it on there, if someone would really investigate what it would cost to bring this building into compliance. And so, I don't think there's any value for anybody to save the structure, in my opinion.

ACTING CHAIR CARROLL: Well, assuming what we're seeing here in the photographs and what the statements are, I mean, with the total roof collapse, just repairing the roof itself you're probably talking twenty to twenty-five thousand dollars because you've got to do a full structure, plus the decking and then the roof covering, so it's a monumental undertaking for one individual with no funds. It would be a challenge I'm sure to put that together. Sir, do you follow what we're saying?

MR. RAHMING: Yes.

ACTING CHAIR CARROLL: Okay. Because it might cost you more to bring this building back up to code than it's worth.

MR. RAHMING: Yes.

ACTING CHAIR CARROLL: It might very well be that way. I guess, the ultimate question would be what, since it's your property or eventually will be your property, I assume, what do you desire? Do you desire to bring it back up to code and spend the money or would you entertain having the building removed and selling the property? Or selling the property and then having the building removed, whichever would come first, I guess.

MR. RAHMING: I was told it would probably be forty thousand, fifty thousand dollars to bring it up to code with the violations.

ACTING CHAIR CARROLL: Forty or fifty thousand?

MR. RAHMING: At one time by the inspector to bring it up to code and [inaudible] the property is eighty one thousand dollars.

ACTING CHAIR CARROLL: That's just exactly what he thought.

MR. MADFIS: More than fifty percent of the value of the property.

ACTING CHAIR CARROLL: More than fifty percent of the value of the property, so – alright, I'll entertain a motion to demolish?

MR. MADFIS: I'll make a motion.

ACTING CHAIR CARROLL: Okay. Any discussion.

MR. MINOR: Is there any option of figuring out what he's going to do? If he wants to

repair it –

ACTING CHAIR CARROLL: I'm sorry. I made a mistake. We need a second on that motion, I'm sorry. Any second for discussion purposes?

MR. MINOR: Alright, I'll second it.

ACTING CHAIR CARROLL: Okay, now say something.

MR. MINOR: In other words, the question was is, what do you want to do with the property because if he wants to fix it up, then we can go a different avenue and say, look, come back and show us good faith that you've hired a contractor or not. I don't know that he does though. If he doesn't, then it makes our decision quite easy.

MR. MADFIS: Sure, sure. I think in any case he has to remove himself from the property, board it up, secure it.

MR. MINOR: I don't dispute that. I concur with that entirely. I don't think you should be living there, sir, with the intrusion of the element and in particular the electrical system being exposed to the elements.

ACTING CHAIR CARROLL: Well, legally, he can't live there, I mean, by code, so he has to vacate no matter what we do here today.

MR. MADFIS: We've seen a number of these types of projects that come to the Board and they go on for months and months because the cost of trying to fix these things is insurmountable and to put someone through the – this whole process for months and months and months and not be, I think, a little bit more direct about what the case really is, I don't know if that's a good service.

ACTING CHAIR CARROLL: Well, the first step, just so you know would be to hire a design professional, which is going to cost five thousand dollars, ten thousand dollars? It's going to cost that much to even start. To get started you're going to be looking at that kind of number and that's over and above the cost to do the work. I mean, that's just to prepare the plans with the recommendations to the contractor to submit to the City. So, unless you know a *pro bono* architect or engineer out there, which I don't think there is anymore because everybody's so busy. Do you have the wherewithal to begin the process which means do you have the money to hire a design professional even if it's two thousand dollars or any amount of money?

MR. RAHMING: I'll let my friend answer that question.

ACTING CHAIR CARROLL: You can approach and speak if you've got a comment.

MR. KNOWLES: That's what I was – like I was saying. We were trying to get the property

purchased for my mother. She own like a lot of property over there, about six duplexes and a couple of houses. But it's still in his parents' name and we was going through a lawyer to try to get it probated so that it can be in his name so that he can sell it, and that was basically my reason for coming here. So, I could come – my mother's disabled, but upon my recommendation, she was considering buy it and bringing it up to par, or either pushing it down, you know? And we had people that would license – construct, contractors that could do the work from tearing it down to remodeling it, but we still didn't want to get it and have it where we couldn't own it.

MR. MADFIS: The question then is, have you hired an attorney to probate the house and how long will that take so that you can then sell the house and this gentleman, are you, in fact, going to buy the house as soon as probate is completed?

MR. KNOWLES: Mr. Ferguson is – I was supposed to fax him the papers today and I brought them here, which is the death certificate – his mother's death certificate, his father's death certificate, his birth certificate, and he was going to check and see about any other living relative, which he's the only child, you know? And once that was taken care of, then he could sell the property to my mom and then she could bring it up to code or tear it down.

MR. SCHERER: Who is the owner of the property? Both your parents owned it?

MR. RAHMING: Both my father and mother.

MR. SCHERER: And did they have a will?

MR. RAHMING: No.

MR. SCHERER: So, it's going through probate right now and you're going – you're the only child that remains and the house is going to you? Because before we make a decision on the property, I think we have to know who the owner of the property is and he make a decision because it's not his property yet. It's in an estate, I guess, right? It's still in the estate so – how long does probate take?

ACTING CHAIR CARROLL: I'm not an attorney. Anybody?

MR. SCHERER: I'm not a probate attorney. So the question is how long does probate take?

ACTING CHAIR CARROLL: How much longer did your attorney say it would take?

MR. KNOWLES: He said approximately 30 to 45 days.

ACTING CHAIR CARROLL: To have the title transferred into –

MR. KNOWLES: He said he might have to do it two ways because the mother was deceased first and he might have to go to the point where he bring it his father's name and then to his

name.

MR. SCHERER: It's already in the father's name. If they owned it jointly, it's in the father's name and then to probate it would go to the only – or it would be split up –

MR. KNOWLES: Right.

MR. SCHERER: -- you know, between the children.

MR. KNOWLES: That's what he was saying.

MR. SCHERER: If there's only one child left, so you would be the owner. It's just transferring the title from your father's name to your name now and that's going to be done within 30 to 45 days?

MR. KNOWLES: That's what – yes. That's what the attorney told me today.

ACTING CHAIR CARROLL: Alright. Well, the question still remains that – I haven't heard anybody say that they have any money to do anything.

MR. KNOWLES: Well, my mother has the money to more than take care of it. She own the boarding home over there and six duplexes, which all of it is paid for.

MR. SCHERER: Has your mother submitted a contract to him to buy the property?

MR. KNOWLES: Pardon me?

MR. SCHERER: Has your mother submitted a contract to buy the property?

MR. KNOWLES: Well, we made him an offer to talk about – but first, you know, we have to – it's valued according to the City something like fifty-two thousand or something. And, but still, without getting it probated to his name, we can't get a contract because the people dead. They couldn't look at it, so without him being the owner of it, you know, we have to get it in his name, make sure there are no hidden people somewhere before you invest something in it, give them a contract.

MR. SCHERER: That would happen during the sale of the property though. Do a title search to make sure he's the owner of the property.

MR. KNOWLES: Right.

MR. SCHERER: And do you want to sell it to them?

MR. RAHMING: Yes.

MR. SCHERER: And you want to buy it from them?

MR. KNOWLES: Yes, sir.

MR. SCHERER: With these repairs that you know you have to make because now the repairs are going to come to you. You're going to own the property; you're going to have to make the repairs. You're going to have to make these repairs that we're talking about. You're going to have to bring this property to code which may mean as you were saying before, since it's more than fifty percent, you're going to have to bring the whole property up to code now.

MR. KNOWLES: Well, if we tear it down we could just build something else on it. It would probably be cheaper to tear it down.

ACTING CHAIR CARROLL: That's what we're going to get to. That's the motion that we have on the floor right now. Any further discussion? I don't like to beat a dead horse. Yes? State your name, of course.

ACA: [redacted] from the City Attorney's Office. If I could just have you guys back up to the motion. It's especially important that the motion be in the right form, especially in this case where the respondent today is not the owner of the property. It would be unlikely that he would be able to get a demo permit to demolish the building, so I think – actually, I think I did give out once the form that I'd like the motion in. I'll bring it next time because I see all new faces here, but one, so I'll bring it next time. But what I would like the motion to say is, "I move that the property owner demolish the property and in the event that the property owner fails to demolish the property within 30 days from today's date, then the City shall demolish the property." That way, the property has the ability to appeal the order of the Unsafe Structure Board that orders a 30 day appeal period. So the property owner could appeal it. And once he files his appeal, then the order, the time to demolish, that 30 day period stops running. If the property owner doesn't appeal within the time or if – sorry, if the respondent doesn't appeal within the time set forth in the motion and the permitted time for appeal, then the City has the – has been ordered to demolish the property. In this case, that's going to be very important because no matter what they decide to do regarding appealing the Unsafe Structure Board order until the estate's been probated, this individual's not going to be able to get a demo permit and probably not even get a contractor to agree to demolish the property. So, if I can ask that the order – that the motion be made as I stated that would be fine.

MR. MINOR: How would you suggest we do it since he's not the owner?

ACA: The motion is, "I move that the property owner demolish the property within 30 days from today and in the event that the property owner fails to demolish the property, the City shall demolish the property."

MR. MINOR: The property owner doesn't have to be present for this motion to be –

ACA: At this point, the estate owns the property, so the former property owners' son is here.

We have service. We've complied with the notice and posting requirements and we have certified personal appearance of an interested party. He's not actually the owner, but at this point the owner is a sort of nonentity, but the son is here and so from our point of view we have good service on the case. The sort of technicality which has really hindered this respondent in any effort he could make to resolve it. He can't get money from FEMA. He can't get money from the City because his name is not on the deed. I mean, it's really an unfortunate situation, but similarly, he can't get a demo permit. He probably can't get a demo contract either. So, that's why the motion needs to be made in that way so that once the 30 days has run or, you know, you could say 60 days. I don't mean to put words in your mouth for the dates, but you could say 60 days. That might give them time to probate the estate, whatever. And at the end of that period of time, then the City has been ordered to demolish the property because it looks like that – we'll likely be the demo, we'll likely have to sign the demo contract for this property. Any questions?

MR. MADFIS: I think I've got it now. I'll try to restate it the way you mentioned it.

ACTING CHAIR CARROLL: Michael, can you restate your motion?

MR. MADFIS: Before I do, I just want to point out that it does appear that this property has been in disrepair for as long as it's been in probate, you know. According to the dates on these photographs, it's been quite a while. So, you've obviously had the opportunity for some time to try to take care of this. Now you're being forced to. So, I'm going to state my motion with that in mind. I move that the property owner demolish the building within 45 days and, if the property owner fails to do that, that the City then will demolish the property. That's my motion.

MR. MINOR: Second.

ACTING CHAIR CARROLL: Thank you. Alright. All in favor?

BOARD MEMBERS: Aye [unanimously]. Unanimous. Thank you.

MS. MOHAMMED: Next case, page 1 of your agenda. Inspector Wayne Strawn, case number CE05010324, case address 809 Northwest 15th Avenue. The owner Herbert Myers, Albert Myers, Joyce Ann Fernandez, Mary Dashier, and Perry Myers. Certified mail sent to Herbert Myers signed 12/20/05 by Herbert Myers; certified mail sent to Albert Myers signed by Mary Myers, not dated; certified mail sent to Joyce Ann Fernandez signed by Joyce Fernandez, not dated; certified mail sent to Mary Dashiel signed by Mary Dashiel 12/12/05; certified mail sent to Perry Myers signed 12/9/05, signature illegible. This case came before the Board on 9/15/05 and the Board granted a continuance until December 15, 2005.

ACTING CHAIR CARROLL: Let me first ask, Wayne, has there been any change to the property? Have you been by there within the last 30 days?

MR. STRAWN: Yes, I have. Four of the units are boarded up and the property is still

connected to the electrical.

ACTING CHAIR CARROLL: And how many units are there?

MR. STRAWN: There are five.

MR. HEGUABURO: Last time we ordered the unit five to vacate, correct?

MR. STRAWN: That's correct.

MR. HEGUABURO: Is it empty now or –

MR. STRAWN: No, it's still occupied.

ACTING CHAIR CARROLL: Speak into the mike, please.

MR. STRAWN: I'm sorry. It's still occupied as far as I know.

ACTING CHAIR CARROLL: Alright, so in fact, the Board's recommendations have not been followed to the letter?

MR. STRAWN: Yes, that's correct. I drove by there this morning and I believe Mary Dashiell was out in the yard.

ACTING CHAIR CARROLL: Okay. Alright. State your name.

MS. STEWART: Good afternoon. My name is Joyce Stewart and I'm speaking on behalf of all of the interested parties excluding Mary Dashiell. Just to bring you up to date, this was an issue where this was coming out of a probate estate. This property was to be divisible by the parties here, as well as Ms. Dashiell. Ms. Dashiell was the only one that was residing in the unit at the time. My clients have boarded up their designated units and Ms. Dashiell was instructed to board hers up or either get a contractor, an electrical contractor, and certify that the unit was habitable. In the meantime, there was an issue of it being sold to another party. The judge has, in the meantime, approved the sale since our last meeting; however, the parties are still reviewing. There are two interested parties. We have two competitive contracts in currently and we expect to sell the property very shortly. And one of these offers is a cash offer, so we expect to close pretty promptly in regards to that.

ACTING CHAIR CARROLL: When you say promptly or expeditiously, are we talking 30, 60, 90 days or what are we talking about? I mean, in your best guess.

MS. STEWART: In my best guess we can definitely have it rapped up in 90 days. I know that's asking for a bit much but, things do happen. Just so that we're not here again, I would be asking for a 90 day extension. We do have offers & the judge has approved the sale and the parties are ready to go and sell the property as far as I know. I know that all of my clients are definitely ready to sell and sign and it's a matter of Ms. Dashiell who has been kind of

slowing the process a bit and, from what I understand, she's also ready at this point to sell the property. Is that correct? This is her attorney, Mr. Eddy.

ACTING CHAIR CARROLL: I've got one question for you. When did these offers come in and how long have they been sitting?

MS. STEWART: I actually have – the last offer which is the highest offer so far which I believe came in two days ago, is that correct? It was sent by courier to us two days ago so –

ACTING CHAIR CARROLL: Okay, and the one before that was how long ago?

MS. STEWART: I believe they've been going back and forth with prices. I believe the last one was approximately about two weeks prior to that.

ACTING CHAIR CARROLL: Okay, so, late December, early January?

MS. STEWART: Yes.

ACTING CHAIR CARROLL: Okay, Michael, you had the question first?

MR. MADFIS: Is the property listed now with a real estate agent?

MS. STEWART: It is not.

MR. MADFIS: Is there a sign on the property for sale?

MS. STEWART: I don't believe there is a sign, but these have been just private investors who are interested.

MR. MADFIS: I understand. So, there really hasn't been a strong attempt to sell the property? It's just been people coming by with some casual interest. Do you have a contract from any of these offers or a written letter of interest or anything like that?

MS. STEWART: Yes. We do have a contract that was supplied by Mr. Eddy to our office. That's the one that I said we received two days ago. There have been some changes. The contract I have is for \$267,500. There's also the previously interested party that had the bid up to \$258,000, I believe was the last.

MR. MADFIS: Has there been any earnest money put up or a deposit or anything like that?

MS. STEWART: There has not as of yet. These persons – the last contract have – they've offered to put up \$5,000 in escrow and that would be in the escrow with the attorney that handles the estate that this is coming out of.

MR. MADFIS: So, you don't really know if these buyers are really qualified buyers or not. They haven't really been reviewed for –

MR. EDDY: If I could speak, perhaps I could clear all this up --

MR. MADFIS: Okay, sure.

MR. EDDY: -- when my turn comes.

ACTING CHAIR CARROLL: Anything else?

MS. STEWART: No. I did indeed ask for qualification of the buyers. I was informed by Mr. Eddy that the last offer, the \$267,500, that they would be able to do that in cash. What I received from Mr. Eddy was a letter from their CPA and that's the extent of that, to be honest with the Board. But I do believe they are investors and they are interested and this is kind of what they do. So, they've sought out the property, at least two investors so far, and I do believe that they are serious about obtaining the property.

ACTING CHAIR CARROLL: Okay. Mr. Eddy? State your name.

MR. EDDY: James Eddy. I represent Mary Dashiell. This property, the court has ruled, is owned by the estate of George Myers, not by the individuals, and the court is anxious to have us sell the property. I thought we were here today to sign the contract which I sent to Mr. Allen and which he called and said he would like to sign it today. We're more than ready to sign it. The buyer is Thomas Reich and it's a cash sale, and he is a qualified buyer, and he will be putting up \$24,500 dollars plus a thousand, so he'll be putting up \$25,500. So, it's a sale. And the problem -- I don't know why the contract's not here. I don't know why all of her clients aren't here to sign because that was my understanding of what we were doing here today so that you would have a signed contract. However, we do have a fully signed contract to another party for a lesser amount which we did not deliver to the other party because we had a higher offer. So, this property's been bid higher and higher. There's no need to advertise it for sale. There are people coming there bidding on it all the time. We just need to get the signatures of the people, the contracts drawn, and the buyers eager to go forward. If he didn't, we have another one that is.

ACTING CHAIR CARROLL: Okay. I've got a question for you.

MR. EDDY: Yes.

ACTING CHAIR CARROLL: Why did your client not follow the recommendations or the mandate of the Board to vacate the property and board up?

MR. EDDY: My client vacated the property. She is not living there. She moved to her father's old house. I mean, to a different house. She moved out of the property.

ACTING CHAIR CARROLL: Why wasn't it boarded up?

MR. EDDY: Because at that point, we were trying to get people to look at it to purchase it

and you can't look at it if it's boarded up. You can't see inside. They don't know what they're buying. As a matter of fact –

ACTING CHAIR CARROLL: Well, you don't have – you know, the Board makes a decision and makes their – you can't just ignore what we're saying here.

MR. EDDY: Well, we couldn't sell it if we didn't.

ACTING CHAIR CARROLL: You can take the boards off when you bring somebody by to look at it.

MR. EDDY: You can't. That's the problem.

ACTING CHAIR CARROLL: I see it done all the time. So, I mean, maybe – the fact of the matter is you didn't follow the recommendations or the mandate of the Board and really – I mean, these volunteers are here serving the City and so you should be following it and as an officer of the court you should be following it.

MR. EDDY: I'm sorry, I had nothing to do – no, wait a minute. I've never seen the property. I've never been there. I don't have any – we're officers of the court; we are not part of the purchasers or the sellers. We don't board up property.

ACTING CHAIR CARROLL: Yeah, but don't you represent –

MR. EDDY: Sure, we represent our client, but you don't expect the attorneys to be out checking on them to make sure the property is boarded up. We can only suggest to our clients what they do.

ACTING CHAIR CARROLL: Is it boarded up?

MR. EDDY: It's boarded up, except for one door.

MR. MINOR: What was our prior order? To board the entire property up?

MR. EDDY: To board the entire property up.

MR. MINOR: So it has not been properly –

MR. EDDY: I don't know. Mary, was it ever boarded?

MS. DASHIEL: Sir, may I say something? I went down –

ACTING CHAIR CARROLL: Excuse me, can you state your name?

MS. DASHIEL: My name is Mary Dashiell.

ACTING CHAIR CARROLL: Thank you.

MS. DASHIEL: I went down to the code department and had the lady call Wayne Strawn on the telephone to get permission to leave the property open, so he say if they want to go in the other properties, they can do so as long as they reboard up the door that they go in. I got permission to leave the property open so the prospective buyers can look inside the property because they were complaining, why should we buy something as-is and not be able to see in the property? I have moved and my address is 1794 Northwest 9th Place, so I do have a residence. I'm not living there, but I'm still maintaining the place. The lights has been cut off. If the department haven't cut them off, that's not my fault, but the lights have cut off. When Wayne came by there this morning, I was out there picking up paper, sweeping up the sidewalk and maintaining the property so it could be sold.

MR. MINOR: Can I ask one more follow up question?

ACTING CHAIR CARROLL: Yes.

MR. MINOR: Let me rephrase this. It's fine that it may not be boarded up. Is it secure from entry to outside persons except for when you go to show the property? Do you have a key they can access they can access to get inside to show it?

MS. DASHIEL: Yes, it's not unlocked.

MR. MINOR: I'm not done. When they leave, they lock the door and close it so no children or outside people get in?

MS. DASHIEL: Yes; yes, sir. The property is locked. I have the key for it. And he said that it was fine to show the property for sale. I got permission. I did not just not get permission. I went down to the City, had them – my attorney which he was present with me when we asked permission.

MR. MINOR: That's the right thing to do.

ACTING CHAIR CARROLL: Any other comments from the Board? Any questions for the
–

MR. MINOR: I think the question also becomes what are the buyer's intentions and are they going to bring this building up to code? I mean, are we going to knock it down –

MR. EDDY: Yes, they're going to bring it –

MR. MINOR: So, they intend to bring –

ACTING CHAIR CARROLL: Speaking into the mike please.

MR. EDDY: Yes, they're going to bring it up to code.

MR. MADFIS: How do we know that? How do we know that, sir?

MR. EDDY: I'm sorry?

MR. MADFIS: How do we know that, sir? That they have any intention to bring it up to code? I mean, if these are developers that you mentioned, I'm just curious, how do you know that that's their intention? Did he tell you that or –

MR. EDDY: Yes, he came to my office and put in an offer, a written offer, and said that he wanted to restore the property and rent it out and he even told me what he would charge and he's made arrangements to have somebody take care of the property and he's – yes, he's definitely going to restore it to where he can rent it out and make a commercial venture out of it.

ACTING CHAIR CARROLL: Alright, well the question remains in my mind is, saying the sale went through today, I mean, does he have an architect or an engineer on staff that's going to come up with some plans and specifications to submit to the building department so that these – this process can begin? Because we've been giving – I think this thing showed up last April of '05, I think, and we've been, you know, seeing you guys almost every other meeting. And so, I mean –

MR. EDDY: There's been a lot of progress in that time in that we've gotten to a point where we've got all of the owners agreeable to sign a contract to sell it and that's been a major problem, a major chore. As far as the buyer is concerned, he told me he was going to be here today and I don't know why he's not. But he is in that business, so yes, he – I'm sure he has an architect and an engineer ready to go on it. He's planning on, you know – it's just not spur of the moment or just somebody that's not in the business trying to buy it. So, I don't think there's a problem in that respect, however, I can get affidavits if you like from them, whatever you'd like.

ACTING CHAIR CARROLL: Well, the thing is even if we gave another extension, you know, I don't know what we would gain. I mean, I don't know what we're going to gain.

MR. MADFIS: I'm going to make a motion.

ACTING CHAIR CARROLL: Alright, let's make a motion.

MR. MADFIS: I'll make a motion, give me back that note, I'm sorry.

MS. STEWART: If I may, just before the motion, I believe – I honestly believe and the Board has been gracious to give us an extension, but I do believe that we can get it done and I do believe that at least our developer which we would consider as a back up offer, I can get it done. And it is the other – when I say the other offer, we'll say the second place offer at this time since the present offer from Mr. Eddy is higher currently, would be able to – he seemed very familiar with codes, etc., and what it would take to get it up to date. And it was

my impression that it wouldn't be that much from, you know, a developer's standpoint. Obviously, I'm not a developer, but he didn't seem that he would have to be putting that much money into the property in order to get it up and going and it appeared to be a great deal for him in that regard. So, I do believe that you would have a safe structure that would be viable for persons to live in, be able to rent out, etc., versus demolishing something that would be beneficial to the City and the tax rolls and all that good stuff.

MS. CHARLTON: I have a question. How old is the building?

MS. STEWART: That is a good question. I do believe – You guys have any idea?

ACTING CHAIR CARROLL: Somebody said in the early 50's, I think.

MR. STRAWN: It's over fifty years old.

MS. STEWART: It's a block construction? Is that correct? It's a block construction from what I understand. I believe actually that most of the problems were actually electrical, if I'm not mistaken.

ACTING CHAIR CARROLL: We never have gotten a structural engineering report, an architectural report, or anything, nor have we asked for them, but this is getting to the point where we've got to do something. We can't just sit on our hands here as a Board. So, Michael, can I get a motion please.

MR. MADFIS: I'll go ahead and make a motion that the property owner shall demolish the property within 30 days and if they fail to do so that the City shall demolish the property for them.

ACTING CHAIR CARROLL: Do I have a second?

MS. STEWART: Is there any way we can get at least a 60, 90 day extension on demolition?

ACTING CHAIR CARROLL: Do I have a second on this motion?

ACA: Someone needs a second so you can talk about it.

MR. HEGUABURO: Can you repeat the motion?

MR. MADFIS: The motion was to demolish the property. The property owner shall demolish the within 30 days and if they fail to do so, the City shall demolish the property for them.

MR. HEGUABURO: I second.

ACTING CHAIR CARROLL: We've got a second. Okay, now, we can have a discussion here.

MR. MINOR: Look, I would venture to go the other way, Mike. I would say they don't have a contract yet; they have an offer in. What I would be more apt to see – they've come here and they've got two parties that are interested. All of the five, the owners, or is it owned by the estate? It doesn't matter. They all want to sell it. They've got a guy that wants to buy it, fix it up, and renovate it. So, as much as I hate to give too many extensions, if we give them 30 days to get the contract signed, a contract, have the other – the buyer come with them and tell us his intention, then at least we can make a better decision, I feel, rather than just knocking it down because now you're going to take away a lot of value.

MR. MADFIS: Well, I don't know about that.

MR. MINOR: As long as it's secure and at this point it needs to be entirely secure because now you've got two good offers. There really is no reason to be showing it anymore. You're ready to move. It's got to be secure. And one of those offers is fully executed by all the parties?

MR. EDDY: Yes, one of them is fully executed.

MR. MINOR: They have a binding contract. All they're missing is the delivery. So, they have a contract; it's just not a binding contract because it hasn't been delivered yet.

MS. STEWART: I would offer that that contract has not been fully executed by all of the parties.

MR. EDDY: Yes, it has.

MS. STEWART: I call execution being signed by the parties involved. There's been no signatures by any – by Mary Dashiell, by Joyce Ann Fernandez, by Mary Myers.

ACTING CHAIR CARROLL: He's showing you a paper that says it has.

MR. EDDY: Here's their signatures. I think there's some confusion.

MS. STEWART: This is the previous contract. No, there's no confusion.

ACTING CHAIR CARROLL: One person speak at a time. I mean, we're going to get confused here. One attorney speak. Michael, you had a question?

MR. MADFIS: Yeah, I guess one of my points is this, that this particular case has had an additional 90 days based on the fact that this Board has not met because of the hurricane and had really quite a bit of time to take care of this matter. If you're so concerned about the value of this property being preserved with that building on it, I think you would have been better prepared today to bring better evidence that you're really – that the new buyer is going to move ahead with this and not come back here with another case that's just going to be under a different name and we'll have to be addressing that down the road. In my mind

again, based on the age of this building and the deteriorated condition, I really question the value of restoration. I haven't physically inspected the building myself, but then again, no one's brought us any evidence that the building can be restored within a reasonable cost. So, in that 90 days, I think you understood last time how serious this was. I think you had plenty of time. You know, a lot more time than we should have now. That's my opinion.

MR. MINOR: We've all been – you know, lost time from the hurricanes, so even though we've given 90 days here, they've in theory at least lost 90 days of their own hiring contractors and/or pursuing negotiations and stuff because everybody's life has kind of been turned upside down by this stuff. So, as I said, you know, we have given them a lot of time and I would not make it a habit to keep doing that; however, they do apparently have a contract that – they are moving forward. It may not be as much as I'd like to see.

MR. SCHERER: What's the closing on that contract, Mr. Eddy? What's the closing time? When is that contract supposed to close? How long?

ACTING CHAIR CARROLL: Mr. Eddy, can I get you to respond in the mike?

MR. SCHERER: So, it's a 30 day closing, so within the next 30 days there's going to be a new owner and this owner is taking this property as is and he knows of the condition and he knows it's going to have to be repaired and he has hired an architect and an engineer to start – he obviously doesn't want to do it yet because he doesn't own the property, however –

ACTING CHAIR CARROLL: Let's clear the table here. Either we vote on the motion or we'll change the motion, so do I have – you going to amend it or –

MR. MADFIS: I'm willing to make an amendment to it if it will make it a little bit easier perhaps.

ACTING CHAIR CARROLL: Alright.

MR. MADFIS: If that's appropriate. I would state that the owners have 30 days to commence a closing on the property and have a new owner. I want some evidence that this new owner is going to move ahead. That's really what I want to put into this motion. And now that I'm thinking about it, I really don't know how to state it.

ACTING CHAIR CARROLL: Hiring a design professional would be a good start.

MR. MADFIS: Okay. That the new owner within that 30 – the next meeting, comes to our meeting with a design professional under contract and a strategy for repairing and, if they fail to do so, then the property should be demolished. Is that correct?

ACTING CHAIR CARROLL: Alright. Do I have a second on that amended motion. I'll second it. I can't.

MR. MINOR: I'll second it.

ACA: We need clarification of that motion. Did you get that? Okay, so let's try the motion again because we haven't gotten it written down right so, the motion should be that, "That I move that the property owner gets a – that we grant a 30 day extension of time. Within that time the property owner shall demonstrate diligent efforts to sell the property and the new" to close?

MR. MADFIS: It should be in the new owner's hands within 30 days and he should be responsible when he comes here next to respond.

ACA: Okay, I'm not entirely sure we – well, okay. That the present owner shall notify the City upon the sale of the property, because we'll need to serve the new owners and that we'll be back here next month for a status update with the new owners who shall – well, I mean. You see, we can't really bind the new owners. They don't exist yet. So, what you're doing is really giving them a 30 day extension to sell the property and that they have to notify the City immediately upon the sale so that we can notify the new owners and get them here next time. If they sell the property without notifying us, and it's possible that this won't be on the next agenda because we won't have had time to notify them, but we will have it scheduled for the next agenda. We'll do our review that we do. So, I think basically what you're doing is you're giving them a 30 day extension. I know you said you didn't want to do that, but I think you're going to give them a 30 day extension in which to sell the property and, if they fail to sell the property, then the Board will order a demolition of the property.

MR. MADFIS: Okay, that's fine. Can that demolition take place without any –

ACA: Other action by the Board?

MR. MADFIS: -- further action? Based on the fact that they don't respond within 30 days?

ACA: I'm a little bit concerned because if they – well, I'll tell you what. If the order is to demolish the property and they sell the property before the 30 days is up, I guess – you know, to be honest, I don't really know. But let's give them a 30 day extension and if the property's not sold in that time, then the present owner shall demolish the property or the City shall. How's that?

MR. MADFIS: That's fine.

MS. DASHIEL: Can I say something please? The property is in probate, so therefore –

ACTING CHAIR CARROLL: Can you speak into the mike please?

MS. DASHIEL: Okay, the property is in probate; therefore, the judge has ordered us to sell the property. The person that is buying the property is a licensed contractor. He is the first person that put the bid in before in the beginning when we first came down to the Board.

ACTING CHAIR CARROLL: Okay.

MS. DASHIEL: He put the bid in. So, he's not – new to the problem of the building.

ACTING CHAIR CARROLL: Okay, thanks for the input.

MR. MINOR: -- this guy whoever he may or she may be. In other words –

ACTING CHAIR CARROLL: That's what she was saying is you can't bind him.

MR. MINOR: If we demolish it, you're going to blow the whole deal. In other words, we've going to have to give them time.

ACTING CHAIR CARROLL: Just restate the motion so we can move forward.

MR. MADFIS: I move for a 30 day extension in which time the owner shall complete a sale of the property and if that doesn't take place, if the sale doesn't take place and these people are still in ownership within the 30 day period, they should demolish the property themselves or the City will then demolish the property.

ACTING CHAIR CARROLL: Okay. Can I have a second on that?

MR. MINOR: I second it.

ACTING CHAIR CARROLL: Alright. All in favor:

BOARD MEMBERS: Aye [with Mr. Minor dissenting].

ACTING CHAIR CARROLL: Alright thank you. Okay, next case.

MS. MOHAMMED: Next case, page 4 of your agenda. Inspector Wayne Strawn, case number CE05071330, case address 150 Northwest 68th Street, the site address is 173 Northwest 66 Street. The owner Pan American Corp. The homeowner, Felix and Maria Cardenas. Last permit issued on this property 10/14/05 to replace two garage doors. Certified mail to Felix and Maria Cardenas signed 12/19/05 by Maria Cardenas; certified mail sent to Pan American Corp. signed for on 12/12/05 by Frank W. Cox; and certified mail sent to Frank W. Cox signed by Frank W. Cox on 12/12/05. This case came before the Board on 10/20/05 and the Board granted a 30 day continuance.

ACTING CHAIR CARROLL: Wayne, can you give us an update on this property please?

MR. STRAWN: Wayne Strawn, City Building Inspector. It exists as it has before; no changes have taken place. I don't know if I read the charges in last time or not. I did? Okay.

ACTING CHAIR CARROLL: I believe you read the charges in.

MR. STRAWN: Okay.

ACTING CHAIR CARROLL: There was a garage door permit issued by the City?

MR. STRAWN: The address that comes up encompasses the entire trailer park.

ACTING CHAIR CARROLL: Oh, okay.

MR. STRAWN: This must be for a storage building.

ACTING CHAIR CARROLL: Okay. Thank you.

MS. THIME: Ursula Thime, Community Inspections. I will speak for Ms. Cardenas since she doesn't speak English.

ACTING CHAIR CARROLL: Okay, so you're going to interpret?

MS. THIME: Yes.

ACTING CHAIR CARROLL: Okay.

MS. THIME: What she said before is that she is in the process to get the trailer demolished because it's not fixable. So, it will take her maybe 60 days because she is short on funds and is getting her family to help her or the owner of the trailer park.

ACTING CHAIR CARROLL: Okay, so she's agreed to demolish it. She applied for a permit?

MS. THIME: No, she didn't yet and I did not know if she needs a permit for a trailer since this has a title and not a deed.

ACTING CHAIR CARROLL: I think we've had this question before and I can't remember the answer. Anybody?

MR. STRAWN: Half of the floor area is built without a permit. It's the department's policy if something is built without a permit, it can be demolished without a permit. The other part that's left is the coach. Well, it's got a – it could be demolished it just be – a truck could hook onto it and tow it away. So it doesn't really need a permit.

ACTING CHAIR CARROLL: Well, if they demolish part of the structure that was built without a permit, then the trailer coach could stay?

MR. STRAWN: If it's not structurally compromised.

ACTING CHAIR CARROLL: Correct.

MR. STRAWN: But I believe there's a very good chance that it has been. Many times when they put the additions on, they cut out a big hole inside of the trailer to open up the floor plan and then it's structurally compromised.

ACTING CHAIR CARROLL: Right. Okay, can you ask her if she plans to move the trailer or demolish the trailer as well?

MS. THIME: She said she cannot move it because she doesn't have the money to move it, so she is going to demo.

ACTING CHAIR CARROLL: She's going to demo the trailer and the addition?

MS. THIME: Yes.

ACTING CHAIR CARROLL: Okay. Alright, any questions, Board? Alright, I'll entertain a motion. We can have a demolition motion, you know, for 60 days so that if she can't come up with the funds that we could entertain the City to demolish it would be a good one.

MR. MINOR: I would make a motion that the property owner demolish the property within 60 days or otherwise the City will demolish the property.

ACTING CHAIR CARROLL: Do I have a second?

MR. MADFIS: I'll second that.

ACTING CHAIR CARROLL: Okay. Any further discussion? Seeing none, all in favor?

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Opposed? None. Motion carried. Thank you.

MS. MOHAMMED: Next case, page 3 of your agenda. Inspector Wayne Strawn, case number CE05040942. Case address 150 Northwest 68 Street, the site address 177 Northwest 66 Street; the owner, Pan American Corp.; the homeowner, Carlos Gomez. Permit last issued 4/26/04 for reroof for an additional – four square feet floor addition. Certified mail sent to Carlos Gomez, returned unclaimed; certified mail sent to Pan American Corp. signed by Frank W. Cox 12/12/05; certified mail sent to Rafaella Mendoza returned unclaimed; and certified mail to Carlos Gomez returned unclaimed; however the property owners are here today, so we have service by personal appearance.

ACTING CHAIR CARROLL: Okay, great. Wayne, can you read this into the record?

MR. STRAWN: Wayne Strawn, City Building Inspector. Florida Building Code – this is using the old code because this came before the Board once before.

ACTING CHAIR CARROLL: Oh, it did?

MR. STRAWN: Yes, it did.

ACTING CHAIR CARROLL: Was it read into the record? I don't recall this one.

MR. STRAWN: No, I think there was a motion to demolish entertained because there were no respondents at the time, if I remember correctly, and since that time some remedial action has been taken. The addition on the west has been destroyed, 95% destroyed with only one wall remaining, and that eliminated the distance violation. Alright, here we go. I'm sorry, Board. There was a continuance ordered. Continued and shall reconvene November 17th in the City Commission meeting room and I take it the November 17th meeting did not happen because of the hurricane.

ACTING CHAIR CARROLL: Correct.

MR. STRAWN: I see, okay. So, rather than – I think the Board, rather than go through with a motion to demolish because there were no respondents, I think they wanted to continue it.

ACTING CHAIR CARROLL: I think that's what happened.

MR. STRAWN: That's what happened, right, exactly.

ACTING CHAIR CARROLL: You've enlightened me.

MR. STRAWN: I was a little bit confused myself. There's also photographs taken by the owners.

ACTING CHAIR CARROLL: Okay. Here, you want to start them at that end? Did you – why don't we just read into the record just to make sure it was read in?

MR. STRAWN: Very well. The dwelling is a fire and windstorm hazard and does not comply – this is 111.1.1, windstorm hazard and does not comply with the City of Fort Lauderdale's Minimum Housing Code. The means of egress for this dwelling are compromised and it has been substantially damaged by the elements and the illegal alterations. Since then, some of the egress issues have been addressed, but I'm not convinced. The alterations include but are not limited to a roof addition on the east which still remains today. A large addition on the west which is 95% removed as of today. The design of these alterations do not properly address the gravity loads or the uplift resistance required by the code. Florida Building Code 111.2.1.1.3, the addition on the west has been constructed too close to the mobile home on the abutting side. The required distance separation of ten feet as required by NFPA 501A 4-2.1.1 has not been provided. That is complied. There's enough taken off of the mobile home on the west, so there's no longer the distance violation. Florida Building Code 111.2.1.3.1, electrical and mechanical equipment and installations have been installed without obtaining the required permit. The work is presumed and deemed unsafe. That violation still exists. There is solar air-conditioning units added which have increased the load, the electrical demand on the system. They were

not original equipment with the trailer; the trailer is an old trailer. And there's also wiring of various sorts. I've taken photographs where some of this is actually poking out through the wall where the addition used to be. An electrician will be required to actually see that this system is not overloaded, etc., to make sure that it's safe. Florida Building Code 111.2.1.3.2, the dwelling does not meet the requirements of the Minimum Housing Code. The deficiencies include but are not limited to the absence of windows to provide light and ventilation in the addition attached on the west, and the state of disrepair of windows, doors, and other parts of the building – parts of the dwelling, I should say. It's been adjudicated previously that mobile home must meet a minimum housing standard while in the jurisdiction of the City of Fort Lauderdale. If you notice in the photographs I've shown, there's plywood over most of these windows which has been permanently attached. Some of the doors have been changed out using the type of remodeling, a couple of doors you'd use on a home, on a regular home, not a mobile home.

ACTING CHAIR CARROLL: Like a french door or –

MR. STRAWN: Yes, exactly. And some of those are covered with plywood. There's very little light that's left into this building – into this dwelling, and it's just not – it doesn't meet a minimum standard. What we're looking for is can they demonstrate to us that it's safe electrically and it meets a minimum standard for housing and has enough operable windows. The code also requires that the windows be operable. Many times these trailers are allowed to – as they get older, they age much more quickly than an ordinary, regular built, conventional home, and things become inoperable and don't provide a standard – the minimum standards.

ACTING CHAIR CARROLL: Okay. Thank you, Wayne. And we have the respondents here?

MS. THIME: Ursula Thime, Building Inspector. You saw the pictures. He began already to demolish and repair what he thinks has to be repaired. He said he bought the trailer the way it is. He did not know about any violations on the trailer. Earlier today, I explained to him together with Wayne that he has to remove the part of the roof on the east side and that he has to get a licensed electrician to see what work was done inside the trailer, which he said he doesn't know either that anything has been done because he bought it that way.

ACTING CHAIR CARROLL: When did he buy it? Can you ask him?

MS. THIME: Three years ago.

ACTING CHAIR CARROLL: Three years ago. Okay. Is he also aware of making the windows operable and removing the plywood from the openings?

MS. THIME: Yes, he knows that the windows and the doors need repair. After the hurricane, he said they were damaged. The last one, Wilma.

ACTING CHAIR CARROLL: During Hurricane Wilma?

MS. THIME: Yes.

ACTING CHAIR CARROLL: Okay. Board, any questions of the respondent?

MR. MINOR: When he purchased the property, were the windows covered then or did he cover the windows?

MS. THIME: He said that he covered them after the first hurricane and then he left them on. I don't know which hurricane.

MR. MINOR: Katrina probably.

ACTING CHAIR CARROLL: Michael, you've got a question?

MR. MADFIS: Did the hurricane do any other structural damage to the – I'm curious if the demolition was somewhat provided by the hurricane or whether he did that entirely on his own.

MS. THIME: He says the trees were inclined towards the house. No, he says the trees were almost falling down, but they didn't fall on the roof.

ACTING CHAIR CARROLL: Okay. Any other questions?

MR. HEGUABURO: I have a question for Wayne. Do you feel they're doing – since our last meeting – I don't remember what we recommended on the last meeting.

ACTING CHAIR CARROLL: We tabled it because there was nobody here is what happened.

MR. HEGUABURO: Do you feel they're doing everything they can to resolve this situation?

MR. STRAWN: Well, of course, we like to see progress being made faster, but a significant progress has been made. It no longer presents a fire hazard to the trailer next door. That has been mitigated. That hazard has been mitigated. And these folks live there, so it's very much to their advantage that they provide themselves with a better place to live.

ACTING CHAIR CARROLL: Alright. Okay, anything else? Alright, seeing no one else, can I have a motion from the Board? We need to talk about the electrical and we need to talk about the light and ventilation, so we need something in regards to that if we're going to give them any kind of extension. So, just to give you some hints.

MS. THIME: I'm asking him how much time he needs to get the electrician out and repair the windows and doors. He says 90 days.

ACTING CHAIR CARROLL: That's kind of crazy. Okay, well, you've got to reach for the moon.

MR. MADFIS: I'll make a motion that the property basically have the electrical shut off until an electrician can come out there and certify – the property owner shall within 30 days provide evidence of a secured electrical system and also that the residence also provide the proper amount of light and ventilation within that 30 day period as well and if they don't, then the Board will see that the property is demolished.

ACTING CHAIR CARROLL: Okay. Do I have a second on that motion?

MR. MINOR: Second.

ACTING CHAIR CARROLL: Okay, any discussion? Discussion?

MR. MINOR: Does that cover everything? Electric, windows – what about, did you say mechanical?

MR. MADFIS: No, I didn't.

MR. MINOR: Okay.

MR. MADFIS: I'm sorry. Let me amend that motion to include the mechanical systems as well as all structural components. My biggest concern right now is someone's living in that house with poor electricity wiring and that I saw a child's bicycle there and some other things, I just would feel terrible that if there was a fire tonight because of a short circuit in the trailer regardless of the fact it won't burn down the trailer next door, it could still kill the people in this one.

MR. STRAWN: Mr. Chairman?

ACTING CHAIR CARROLL: Yes, Wayne?

MR. STRAWN: I concur entirely. Trailers burn very fast. Many of the fires in trailers are instigated by faulty electrical so it's a matter of some concern.

ACTING CHAIR CARROLL: Okay, thank you.

MR. MADFIS: So, my motion is really that they should really shut off the electric to that trailer now before there's any further damage and they should come back within 30 days with evidence that they're proceeding to address all the issues on the violation. That's my amended motion.

ACTING CHAIR CARROLL: Alright, let's restate so all the Board understands it because there are a couple of issues. Make sure – you've talked about the electrician. We need to talk about the electric; we need to talk about the light, the ventilation, the windows are

operable, and also the life safety issues by means of escape.

MR. MADFIS: Let me try to restate that again. The property owner within 30 days shall – well actually, can I make two timetables in there or only one? I want to say that immediately the electricity should be shut off in that home and that then within 30 days they should come back here with a plan to address all the remaining violations on the property.

ACA: Okay, so the electricity should be shut off until an electrician comes out and secures the electrical system and within – “I move that the Board grant a 30 day extension within which time the electricity shall be shut off until an electrician can come out and make the necessary repairs to secure the electrical system, and within that 30 days the mechanical system, the light and ventilation shall also be corrected.

MR. MADFIS: All the violations should be addressed within that –

ACA: Within 30 days.

MR. MADFIS: Within the 30 days or come back with evidence of progress that they made.

ACA: Okay.

ACTING CHAIR CARROLL: Do I have a second on the amended motion?

MR. MINOR: I’ll make a second.

ACTING CHAIR CARROLL: Thank you. Alright. Any further discussion?

MR. SCHERER: I have a question about the electric. We shut the electric off to the trailer, they get a licensed electrician to come out and fix it within five days, what’s the next step that they have to do? Do they bring it – I mean, they’re not going to wait 30 days to turn the electric back on.

MR. MADFIS: If they can get the electrical contractor to properly certify that it’s correct, they can turn the electricity back on right away, so it may only take a few days to fix that, but –

ACTING CHAIR CARROLL: I mean, it could happen tomorrow.

MR. MADFIS: Right.

ACTING CHAIR CARROLL: Depending on what the problems are.

MS. THIME: Can he hire an electrician tomorrow on what? Does he have to say what? What do you want to see?

ACTING CHAIR CARROLL: Also, we should get an affidavit from an electrician that

they've done the repairs necessary.

MR. STRAWN: The electrician just gets a permit. There's a section of the National Electric Code that deals with mobile homes and that's the standard that will be applied. Then it gets to be inspected by the department, the electrical department.

MR. SCHERER: Well, how long is it going to take to get a permit?

ACA: [redacted] from the City Attorney's Office. I believe that the electrician can come out and do emergency work and then an after-the-fact permit for – to correct things so that people can live in their house. They certainly can't be living there if it's not safe. An electrician can come out tomorrow and make the necessary repairs and then go down to the City and work it out if that's the case.

MR. STRAWN: That's fine. Absolutely.

ACA: Okay.

ACTING CHAIR CARROLL: I'm just making sure that they understand.

MR. MADFIS: Do I need to restate that motion or is it going to be –

ACTING CHAIR CARROLL: Okay, Board, I believe he understands. So we've got a motion and a second. Let's take a vote. All in favor? Aye.

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Opposed? None. Okay. Motion passed unanimously. Thank you.

MS. MOHAMMED: Next case, page 2 of your agenda. Inspector Wayne Strawn, case address – case number, sorry, CE05011052, case address 723 Northwest 6th Avenue; the owner, Luma Properties, Inc. Certified mail sent to Luma Properties signed by A. Tuckman not dated; certified mail sent to Gina K. Tuckman signed, signature illegible, not dated; certified mail sent to George Lehrman, director of Transatlantic Bank, signed by Lazaro on 12/16/05; and certified mail sent to Acebo Roofing Company signed by L. Acosta, not dated. This case came before the Board on 9/15/05 and the Board granted a continuance until 11/17/05 and there was no hearing on 11/17 because of the hurricane.

ACTING CHAIR CARROLL: Okay, Wayne? Was this read into the record on the September meeting?

MR. STRAWN: Yes, I believe it was read into the record.

ACTING CHAIR CARROLL: Okay. I believe so, too. Okay, Thank you. Mister respondent, can you state your name please?

MR. TUCKMAN: My name is A. Tuckman. I represent Luma Properties. Since the last meeting, we were working together with an architect, Mike Sanchez, and a contractor in order to get all the plans done, for repairs to be done to the building. Some of the items already addressed in the violations have been already corrected. We have all the permits and we're going to start on some – part of the building is being renovated. Mr. Strawn and Mr Sanchez have been keeping in touch and they have the next date they gave to get together in order to see some new issues, but we're actually working very hard to get this running.

ACTING CHAIR CARROLL: You said a permit was issued. Why would it be back here if there was a permit issued? What permit was issued, do you know?

MR. STRAWN: There's a permit applied for which will probably be issued if it isn't already for the demolition of a small building in the front for the installation of a firewall which mitigates some of the cited violations and the installation of a fire door. However, I was speaking to Mike Sanchez and his design professional, and I was out of town from the 10th until yesterday, and he couldn't find the fire damage I referred to and I wasn't able to get with him, so his plans are incomplete for the resolution of all the violations cited. So, I don't oppose an extension of time. I believe they're actually going to do it. As soon as I can get with Mike, he'll be able to complete his plans.

ACTING CHAIR CARROLL: Okay.

MR. MADFIS: So what that means is that you need to sign off on these plans before they're submitted to permit so you can review to make sure that they address all the code violations?

MR. STRAWN: Yes.

MR. MADFIS: Okay, thanks.

ACTING CHAIR CARROLL: Okay, any other questions? Alright, do I have a motion for an extension?

MR. MINOR: I make a motion that we grant 30 days extension at which time he will come back with a permit for the work that needs to be done as stated – as read into the record.

ACTING CHAIR CARROLL: Okay, second?

MR. MADFIS: I'll second that.

ACTING CHAIR CARROLL: Alright. Motion and second. You have any discussion?

MR. TUCKMAN: We respectfully request for 60 days extension if it's possible. I would really appreciate it because it gives us a little more time to work things out. Mike is, as you know, architects are very – everybody's very busy with all the things and we're trying as hard as we can. I call him all the time but sometimes he's not available so –

MR. SCHERER: How far along are the plans? They're 90%? 95%?

MR. STRAWN: They're very far along.

MR. SCHERER: But they haven't been submitted for a permit yet?

MR. STRAWN: That's correct. And the permitting process itself may take 30 days.

ACTING CHAIR CARROLL: You want to amend your motion?

MR. MINOR: I would amend that then to 60 days.

MR. MADFIS: I'll second the motion.

ACTING CHAIR CARROLL: You'll second? Alright. Motion and second. Any further discussion? Seeing none, all in favor?

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Opposed? None. Thank you. Moving right along. Next case.

MS. MOHAMMED: Next case, page 8 of your agenda. Inspector Wayne Strawn, case number CE05111769; case address, 1225 Northwest 16th Street. The owner Shirley M. Fletcher Allen and she's deceased. Should this go to the estate? Certified mail sent to Vernon Hills and Dilbert Hills and James E. Hills, signed by Vernon Hills 12/15/05; certified mail sent to J.I. Kislak Mortgage Corp. signed, not dated, signature illegible; certified mail sent to Christy Rodriguez, registered agent for J.I. Kislak Mortgage Corporation, signed, not dated, signature illegible; and a notice was posted on the property s well as at City Hall.

MR. STRAWN: Wayne Strawn, City Building Inspector. If I could give a little history on the property for the new Board members. This came before the Board for approximately a year while Shirley was finally able to get a building permit. However, the building permit expired and we had a letter from the contactor that it was not going to be executed, so it became void and this is a new process with a new code and we instigated a new case using Chapter 117 of the Florida Building Code. This went on about a year, as I said, and the hurricanes came and a building that was already marginal is even in worse condition now than when it – than what it was last year.

ACTING CHAIR CARROLL: I see it from the photographs.

MR. STRAWN: Yes. Florida Building Code 117.1.1, the residential single-story, concrete masonry structure has deteriorated from the elements, has not been maintained according to the requirements of the Florida Building Code or the Minimum Housing Code of the City of Fort Lauderdale. Florida Building Code 117.2.1.1.1, the building is vacant, unguarded, and

open to casual entry. Florida Building Code 117.2.1.2.3, the roof sheathing has deteriorated and is missing in areas. Florida Building Code 117.2.2.1, the cost to alter or repair the building exceeds 50% of the value of the building. Florida Building Code 117.1.2, permit number 03121047 was issued to repair/restore the building in response to case number 03051368 previously presented to the Unsafe Structures Board. This permit has become void without any results; no certificate of occupancy was issued. Florida Building Code 117.2.1.1.2, there is an unwarranted accumulation of debris and combustible material inside the building. Florida Building Code .2.1.2.2, the structure is uniformly destroyed due to termite, water, and storm damage. Structural roof trusses and joists are deteriorated and rotted. Florida Building Code 117.2.2.2, the cost of structural repairs exceeds 33% of the value of the building, of the structure. Florida Building Code 117.2.2.4 is just a disclaimer. It shows the exemptions on the notice that if you have the ability to repair this, you can be exempted from the percentages.

ACTING CHAIR CARROLL: Okay. Do we have a respondent here today? Hi, sir. Can I have you state your name please, and speak into the mike.

MR. HILLS: Vernon Hills.

ACTING CHAIR CARROLL: Vernon Hills?

MR. HILLS: Yeah.

ACTING CHAIR CARROLL: Hi, Mr. Hills. Can you tell me what your interest in the property is?

MR. HILLS: I'm planning on trying to buy the property from my – you know, from her siblings and stuff, from her children.

ACTING CHAIR CARROLL: Okay.

MR. HILLS: And my brother, I plan on buying the property from him. It's in probate with Shirley's children now and I'm trying – my brother Dilbert Hills, he's not living either. He's deceased. So, it's just me and my brother now. What I was planning on doing is – what I want to try to do is fix the place up. I have the money to fix it up. It was my mom's property and she worked pretty hard for it and I'd like to go ahead and fix it up. And I'd like to try to do some of the demo myself, try to pull a permit or something like that there because I have been doing this type of work and stuff like that there. But like I said, I'd just like a chance to try to fix the property up.

ACTING CHAIR CARROLL: Alright, well the question that sticks in my mind, if the plans went through and were permitted, what happened between the time the permit was issued and the time of the death? I mean, what transpired to cause nothing to go forward?

ACA: [redacted] from the City Attorney's Office. This case has been before the Unsafe

Structure Board, actually not this case, an earlier numbered case has been before the Unsafe Structures Board, I think, for about two years. And Mrs. Fletcher had – the property was owned by Mrs. Fletcher and her two brothers and then one deceased brother. They had problems finding anyone to give them financing. They had problems finding anyone to sign a contract. There were problems among the siblings about who would agree to do what, who would agree to let anyone work on the house. Should they sell the house? There was an awful lot of problems within this group of brothers and one sister about how to fix the problem. And then, similarly, as to the other case that we heard earlier this afternoon, because the property was owned by four people, one of whom was deceased, they couldn't get funding from different sources. They couldn't get funding from the City. But Mrs. Fletcher worked really hard to find a contractor who was willing and an architect who was willing to help for very little money. She managed to get plans. I think we found a contractor for her. I think the City's Community Development found a contractor for her. It was an uphill battle every step of the way and I think the Unsafe Structure Board at the time was all sort of thrilled that she finally got a permit. I think there was applause actually. And so I just found out today that she had died, and I think we've got two problems today. Obviously, we've got the case that we started, but it turns out that we didn't send a notice to Mrs. Fletcher's address so her estate and her kids haven't been served with notice of today's hearing. So, I think what we'd like to do first is ask you – we're willing to continue with the case and talk more about it, but I think we're going to need to continue it until next time so that we can get service on Mrs. Fletcher's kids and then come back at that time. And I guess, that's – is that pretty much accurate where we are right now. So, we're certainly willing to answer more questions about the case, but I think we should wait to hear it next time.

ACTING CHAIR CARROLL: Well, I mean, if the plans were done under the '01 code and they did receive a permit, it's going to have to be updated to the '04 code I would presume since the permit went in abeyance.

MR. STRAWN: Wayne Strawn, City Building Inspector. I don't think there's very much difference, so it wouldn't be a big thing.

MR. SCHERER: Is there additional work that they're going to have to do because of –

MR. STRAWN: More of it came apart because of the hurricane. More of it came apart. I'm concerned that it is open and abandoned and it has to be secured. It is open and abandoned. There isn't much to work with there with the exception of some exterior walls, but considering it's 50% they will have to bring this building to today's code.

ACTING CHAIR CARROLL: Correct.

MR. STRAWN: And those walls may not even be sufficient.

ACTING CHAIR CARROLL: That's what I'm afraid of.

MR. STRAWN: We're asking for an order to secure the property.

ACTING CHAIR CARROLL: Okay.

ACA: We do have service on Mr. Hills and on the other brother, so if we can get an order for the people upon whom we do have service to secure the property, that way we're not going to jeopardize the rights of the people who we didn't get service on. But we do have service on some of them, so I think an order to secure the property would be permitted. It would be proper. Thank you.

ACTING CHAIR CARROLL: Yes, sir?

MR. HILLS: I don't know if you checked lately, but I did secure the property. I went ahead and boarded the front door up, the back door is boarded up. I did a lot of cleaning up around there. Like I said, I just need a little time. Like I said, I know the interior – the only thing probably going to be standing is probably just the walls and stuff like that there. I'd just like to get a permit and try to tear everything – gut the whole thing out. I want to just gut the whole thing out and then go from there. And like I say, I can do it.

ACTING CHAIR CARROLL: Are you familiar with the plans that were approved by the City? Have you seen the copy of those?

MR. HILLS: I haven't seen them yet. I called the guy; I couldn't get in contact with him, but I'm going to still get in contact with him because like about me rebuilding it, I'd like to add more stuff on to it.

ACTING CHAIR CARROLL: Right.

MR. HILLS: I'd just like to do a lot more, you know, once it's been gutted all the way through.

ACTING CHAIR CARROLL: When did you board it up?

MR. HILLS: I just boarded it up, just recently.

ACTING CHAIR CARROLL: Like today or yesterday? How long ago?

MR. HILLS: I think it was Monday, Tuesday, something like that there.

ACTING CHAIR CARROLL: Okay.

MR. HILLS: I boarded it up and cleaned all around. I started that Friday over there.

ACTING CHAIR CARROLL: Okay, do I have a motion from the Board? We need to talk about securing the property, you know, just something so we can have Wayne go by and make sure that it's secure and then we also need to talk about an extension, continuance. I think it's continuance, isn't it?

MR. MINOR: I would make a motion then that we secure the property immediately and that we offer a continuance for 30 days. Short and sweet.

ACTING CHAIR CARROLL: I like it.

MR. HEGUABURO: I second.

ACTING CHAIR CARROLL: Okay. We've got a motion and a second. Any comments and questions for the Board before I – the respondent wants to say one more thing.

MR. MADFIS: Just one question. When you said clean it up or sort of demo it out, you're planning on maybe saving portions of it to use in the future remodel or when you say you're going to demo it out, you're going to take it –

MR. HILLS: The roof have to come out. The roof have to come out, the whole interior, the drywall, everything have to come out. The plumbing, everything.

MR. MADFIS: What are you going to save?

MR. HILLS: The exterior walls.

MR. MADFIS: The exterior walls, okay.

MR. HILLS: I'd just like to try to save those, but everything else have to be gutted out and stuff like that. I was just wondering what you mean by a 30 day continuance because, you know, I'd need a little time to do this here.

ACTING CHAIR CARROLL: Well, the issue is that we need to provide proper notice so everybody is on board with what's going on with the process. So the 30 days, that will give the other respondents a time to come here and state what they want to do. Right now, we're hearing from you because you were noticed. There may be other people that were noticed.

MR. HILLS: The children – Brian's 21, he just turned 21. He done took off to the Army. He's in the Army, so he's in the Army. The other three kids, her daughter is in Atlanta. I'm trying to get in contact with her. And she got two more smaller kids. So, Brian is answering for them and I already talked to him that we kind of like got that, you know, about me buying the property. As far as my other brother two children, you know, I have to find them. So, you know, and then plus, you have James' address. So, like I said, I need to get with all of those guys. What you're saying somebody need to come here, I don't know who going to come besides James.

ACTING CHAIR CARROLL: Oh, they don't have to come. They only have to be properly noticed so they can choose to come or not to come.

MR. HILLS: Right.

ACTING CHAIR CARROLL: So, what we're trying to do is protect the interest of all parties by giving the extension or the continuance, excuse me, of that 30 days. Okay, if nobody shows up but you, then that's fine, too. Okay?

MR. HILLS: What I'm saying is then the next 30 days, then maybe we'll probably start going through trying to get a permit or something right there?

ACTING CHAIR CARROLL: You can do that at any time.

MR. HILLS: Okay.

ACTING CHAIR CARROLL: You can go and meet with the City and take the plans that were approved previously and talk to the building official and see what modifications that they're going to want.

MR. SCHERER: It may have to be the owner of the property. Do you –

ACTING CHAIR CARROLL: Or he could be the agent.

MR. SCHERER: - have an ownership? Are you related to the family?

MR. HILLS: I'm the brother.

MR. SCHERER: You're brothers. So you have an ownership interest in the property?

MR. HILLS: Right.

MR. SCHERER: Okay, there's a portion that you own; you want to buy the remaining portion.

MR. HILLS: Right.

MR. SCHERER: That makes sense. So, yeah, he can do it.

ACTING CHAIR CARROLL: Alright, we have a motion and a second on the floor, trying to get – all in favor of the motion as it stands?

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Any opposed? None. Alright, motion carries unanimously. We'll see you next month. Next case.

MS. MOHAMMED: Next case, page 10 of your agenda. Inspector Wayne Strawn, case number CE05120970; case address, 150 Northwest 60th Street. The site address is 38 Northwest 69th Street; the owner, Pan American Corp.; the homeowner, Rodrigo Lopez. Certified mail sent to Rodrigo Lopez signed by Elsa Aguila [phonetic] on 12/16/05; certified

mail sent to Pan American Corp. as owner of Pan American Mobile Home Park, signed by Sally Obitz [phonetic] not dated, certified mail sent to Frank W. Cox, signed by Sally Obitz dated 12/16/05, and we also posted a notice of violation on the property as well as City Hall.

ACTING CHAIR CARROLL: Okay, Wayne?

MR. STRAWN: Wayne Strawn, City Building Inspector. This is a new case generated. It had been before the Board before and, however, due to some slip up in the organization, it didn't go further in the process. No one showed up and there was a motion to demolish, I remember. Some of the situation has changed slightly which I'll explain to the Board. Florida Building Code 117.1.1, the addition attached to the mobile home was a fire and windstorm hazard. The required means of egress have been compromised. That's what's changed. They've cut a door in the addition. And compliance with the Minimum Housing Code of the City of Fort Lauderdale has not been demonstrated. The design of this addition does not properly address the gravity loads or uplift resistance required by the code. Florida Building Code 117.2.1.3.1, electric circuits associated with the addition have been altered/extended without obtaining the required permit. Florida Building Code 117.2.1.3.2, Compliance with the Minimum Housing Code of the City of Fort Lauderdale has not been demonstrated, including but not limited to, the required light and ventilation. Florida Building Code 117.1.2, the addition has been constructed without obtaining any of the required permits. It is therefore "presumed and deemed unsafe." Florida Building Code 117.2.1.1.3, the means of egress is compromised. This again, has been mitigated by the installation of a door. The addition attached to the south of the mobile home has not been provided with a direct exit to the outside. They do now have a direct exit. Occupants must reenter the mobile home to exit. That's no longer the case. This form of egress is prohibited specifically by NFPA 501A. So, the 117.2.1.1.3 is complied provided – I haven't been inside the trailer. The NFPA 501 says that if you cover a door on a mobile home that you have to install a door in the addition. If you cover two doors on the mobile home, you have to have two doors in the addition. You must, in no way, decrease the means of egress. There is one door on the addition. I do not know how many doors they have covered when they built the addition. And the other requirements of the code have not been addressed. It still is not built to code and won't meet any of the requirements of the code, and it's been wired. We have an air-conditioner poking out of the wall now and there's circuitry. I see a wire running through the wall this morning when I checked on it.

ACTING CHAIR CARROLL: I see that wire running through there.

MR. STRAWN: The City's asking for a motion to demolish. This would encompass only the addition, not the mobile home.

ACTING CHAIR CARROLL: And why is that? Do you think it's structurally sound, the mobile home itself?

MR. STRAWN: I don't see enough reason to question the integrity of the coach itself.

ACTING CHAIR CARROLL: Okay, thank you. Any respondent here? Seeing none, I'll turn it over to the Board. Any questions for Wayne? Alright, I'll entertain a motion.

MR. SCHERER: I think we might have the same electrical issue here. We have a unsafe electrical wire it looks like right in front of the children's swing outside. This first page here. I think we need to do something about the electric. Turn it off and make sure they – it gets their attention that we need to get this thing complied with, with the electric.

ACTING CHAIR CARROLL: The problem is there's no respondent here, so whatever we do, I mean, we're going to have to –

MR. MINOR: I didn't hear. What was your recommendation, Wayne? What did you say?

MR. STRAWN: My recommendation is a motion to demolish for the addition to the mobile home and when it goes then all the circuitry associated with it will go.

MR. MADFIS: I'm going to make that motion to demolish. The property owner shall demolish the addition within 30 days, failing to do so, the City shall demolish that addition.

ACTING CHAIR CARROLL: Okay. Do I hear a second?

MR. HEGUABURO: I second.

ACTING CHAIR CARROLL: Second. Any other discussion?

MR. MADFIS: Yeah, I guess this is discussion is that, you know, Wayne basically said the structure really can't be brought up to code just as it is so, if it were just an electrical issue and they could reestablish that only and the rest of the structure was fine, then I wouldn't necessarily go all that way, but at this point, I think that's what we need to do.

ACTING CHAIR CARROLL: Okay. Any other comments, questions? Alright, all in favor of the motion, say aye.

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Opposed? None. Motion carries.

MS. MOHAMMED: Next case, page 7 of the agenda. Inspector Wayne Strawn, case number CE05111611; case address 2124 Northwest 8th Street; the owner, ECE Development, Inc. Certified mail sent to ECE Development, Inc. of Fort Lauderdale Florida, the mail returned, building vacant; certified mail sent to ECE Development San Francisco California, returned attempted not known; certified mail sent to Jimmy J. Hagan, Esquire, as registered agent, mail returned building vacant; certified mail sent to We Buy Real Estate, signed by Angelica Diaz on 12/8/05; certified mail sent to Marlin A. Hill, Esquire, as registered agent for We Buy Real Estate, Inc., the mail returned, moved left no address; certified mail sent to

Four Properties Holding LLC, signed, signature illegible, dated 12/12/05; certified mail sent to H. Elliott Green and Associates, PA, as registered agents for Four Properties Holding LLC, green card signed 12/8/05, signature illegible; we have service by posting the notice of violation on the property and as well at City Hall.

ACTING CHAIR CARROLL: Okay, Wayne?

MR. STRAWN: Wayne Strawn, City Building Inspector. These pictures may look familiar to you because this one has been before the Board before. There was a lot of personnel turnover and there was a little something happened, it didn't get – it got lost in the works. So, it's now a new case with Chapter 117, rather than Chapter 111 of the Florida Building Code. 117.1.1, the single family wood frame building at this location is a fire and windstorm hazard. It has been substantially damaged by the elements and by windstorm and does not comply with the Minimum Housing Code of the City of Fort Lauderdale or the maintenance standard of the Florida Building Code. Florida Building Code 117.2.1.2.1, The ceilings, walls, roof structure, siding, doors, and windows have failed, loosened and hang loose in many areas. Florida Building Code 117.2.1.2.8, the electrical equipment has not been maintained in a dry condition as required by the National Electric Code. Florida Building Code 117.2.2.2, the cost of structural repair or structural replacement of the building exceeds 33% of the structural value of the building. Florida Building Code 117.2.1.1.1, the building is vacant, unguarded, open to casual entry. Florida Building Code 117.2.1.2.2, the roof has deteriorated to the extent that the structure has been taking water for some time and the roof framing no longer supports the loads imposed. Florida Building Code 117.2.1.3.2, the maintenance of the building does not comply with the Florida Building Code or the Minimum Housing Code of the City of Fort Lauderdale. Florida Building Code 117.2.1.1.2, there is an unwarranted accumulation of dust, debris, and combustible material inside the building. Florida Building Code 117.2.1.2.4, the roof structure is sagging and the roof projection on the east exposure has fallen off the building. Florida Building Code 117.2.2.1, the cost to repair, alter, or replace the building exceeds 50% of the value of the building. Florida Building Code 117.2.2.4, those are informational. It provides that there is an exception to the percentage rules. Florida Building Code 2.1.2.3, the building has been partially destroyed by Hurricane Wilma. As you can see from the photographs, there is very little left. We have disconnected the power to this building. We've had FP&L disconnect the power to this building. This building originally was not conventionally built. It was a modular, two halves were brought in and we're asking for a motion to demolish.

ACTING CHAIR CARROLL: Okay. I mean, it looks like it was professionally boarded up at some point in time. I don't know when that was, but obviously it doesn't really matter at this point. So, any questions of Wayne from the Board? Seeing none, do I have a motion to demolish? Somebody else want to practice that motion?

MR. MINOR: I would make a motion that the property owner demolish the property within 30 days or otherwise the City will demolish the property.

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MR. HEGUABURO: I second.

ACTING CHAIR CARROLL: I have a motion and a second. Any other discussion? Seeing none, all in favor, signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Opposed: None. The motion is carried unanimously.

MS. MOHAMMED: Page 9 of your agenda. The City is withdrawing this case. At the time we noticed the property owners – at the time of the printing of your agenda, the property changed hands and we haven't had time to notice a new owner so the City is requesting a withdrawal of this case.

ACTING CHAIR CARROLL: Okay. Thank you.

MS. MOHAMMED: Can I read the case into the record, the one we are withdrawing? Case number CE05120870. Next case, page 5 of your agenda. Inspector Wayne Strawn, case number CE05081231, property address 3338 Northwest 69 Street; the owner Linda Brookwell. The case is in compliance. And that concludes our agenda for today of unsafe structures.

ACTING CHAIR CARROLL: Okay, thank you very much.

MR. HEGUABURO: I have a question and recommendation.

MS. MOHAMMED: We have board-ups.

ACTING CHAIR CARROLL: Yes.

MR. HEGUABURO: Alright, I would like to see on recurring cases, if possible, a little history of what the Board recommended on each case because right now I have a hard time remembering what we recommended last time, especially when we missed a meeting. Is that something that can be done?

MS. MOHAMMED: Yes. Would you like the minutes of that meeting of these particular cases?

ACTING CHAIR CARROLL: You don't need the minutes, you just need the motions.

MR. HEGUABURO: Right. It would be a lot easier if we get the motion and the new agenda.

MS. MOHAMMED: Okay.

MR. HEGUABURO: Just the motion right next to the case.

MS. MOHAMMED: Yes, yes.

MR. HEGUABURO: Say, that it is a recurring case so we know how to proceed and it would make it a lot easier.

MS. MOHAMMED: Okay, so all the cases that have a continuance already, when we bring it back before you, you'd like a little history on it.

MR. HEGUABURO: Yeah, date and the motion.

MS. MOHAMMED: Okay, will do.

ACTING CHAIR CARROLL: Thank you very much. Good suggestion. Alright, we've got some board-ups?

MS. MOHAMMED: Yes. The following properties were found to be open and abandoned and the City notified the owners requesting that the buildings be secure. After no action was taken, the City had its contractor secure the building. Community Inspections requests that the Board review these items and enter a finding that buildings that are open and abandoned are unsafe. The City will then proceed to place liens in the amount noted for the board-up charges including an additional fee of \$117.00 for administrative charges. Case number CE05070445, property owners Middle River LLC, the address 1006 Northeast 14th Place, the amount \$267.00. Case number CE05050660, Toussand Pierre and Jean Toussand, property address 1230 Northwest 16th Court, the amount \$417.00. Next case, CE05031061, the property owner Alan Gurard [phonetic], the property address 1321 Southwest 22nd Terrace, the amount \$347.00.

ACTING CHAIR CARROLL: That's it?

MS. MOHAMMED: Yes, sir.

ACTING CHAIR CARROLL: Okay, we need a motion to approve that.

MR. MADFIS: I'll make a motion.

ACTING CHAIR CARROLL: Second?

MR. MINOR: Second.

ACTING CHAIR CARROLL: Okay. All in favor.

BOARD MEMBERS: Aye [unanimously].

ACTING CHAIR CARROLL: Opposed? None. Motion carries unanimously.

MS. MOHAMMED: That concludes our section, sir.

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[Thereupon, the meeting was concluded at 4:55 p.m.]

EVE BAZER, BOARD CLERK

JOHN CARROLL, ACTING CHAIR

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held January 19, 2006, 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 February, 2006.

ProtoTYPE, INC.

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 February, 2006.

NOTARY PUBLIC
State of Florida at Large

Notarial Seal: