

**City of Fort Lauderdale  
UNSAFE STRUCTURES BOARD  
Thursday, March 16, 2006 at 3:00 p.m.  
City Commission Meeting Room - City Hall**

<b>Board Member</b>		<b>Cumulative 1/1/06 to 12/31/06</b>	
		<b>Present</b>	<b>Absent</b>
Charles Schneider, Chair	P	2	1
Patrick Kerney	P	2	1
Olivia Charlton	P	3	0
John Carroll	P	3	0
Hector Haguaburo	A	2	1
Charles Minor	P	2	1
Michael Madfis	P	3	0
John Scherer	P	3	0
Chris Bellissimo	P	2	0

**Also in Attendance**

Farida Mohammed, Community Inspections  
Yvette Ketor, Board Secretary  
Assistant City Attorney  
Wayne Strawn, City Building Inspector  
Sandra Goldberg, Recording Clerk

The regular meeting of the Unsafe Structures Board convened at 3:00 p.m. on Thursday, March 16, 2006, at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida and concluded at 4:02 p.m.

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CHAIR SCHNEIDER: Okay we have a quorum sitting, welcome to the March 16<sup>th</sup> City of Fort Lauderdale Unsafe Structures Board meeting. Is everyone here that's about to give testimony been sworn? If not, please rise and do so.

[Swearing in]

CHAIR SCHNEIDER: Thank you and welcome again. Can we have the first case, please?

MS. MOHAMMED: Good afternoon, Board. The first case is a new business case, it's on page 5 of the agenda. Wayne Strawn is the inspector for Case No. CE05120917, case address 1313 NW 7<sup>th</sup> Court; the owner Nola Robinson. Certified mail sent to Mark Robinson, returned vacant; certified mail sent to Mark Robinson at his second address, return unclaimed; notice was posted at the property and at City Hall; and we also have service by personal appearance because Mark Robinson is here. The last permit issued on this property was 9/24/02 for electric for a new SFR. And the property owner Nola Robinson died March 26, 2003.

CHAIR SCHNEIDER: Good afternoon, Wayne.

WAYNE STRAWN: Good afternoon, Board. Wayne Strawn, City Building Inspector. 1313 NW 7<sup>th</sup> Court. The violations as stated on the agenda exist as follows:

FBC 117.1.2

THE BUILDING EXISTS ONLY AS THE RUIN OF AN ABORTED CONSTRUCTION ATTEMPT. PERMIT #0211711 FOR CONSTRUCTION OF A SINGLE FAMILY DWELLING HAS EXPIRED WITHOUT COMPLETION. A CERTIFICATE OF OCCUPANCY HAS NOT BEEN ISSUED.

FBC 117.2.2.1

THE COST TO COMPLETE THE BUILDING EXCEEDS 50% OF THE VALUE OF THE BUILDING

FBC 117.2.2.2

THE COST TO COMPLETE THE STRUCTURAL ELEMENTS OF THE BUILDING EXCEED 33% OF THE STRUCTURAL VALUE OF THE BUILDING.

FBC 117.2.2.4

IS FOR INFORMATIONAL PURPOSES ONLY, GIVES EXCEPTIONS TO THE VALUATION CRITERIA.

CHAIR SCHNEIDER: What is the City asking?

STRAWN: City if asking for a motion to demolish.

CHAIR SCHNEIDER: We have the respondent here.

MARK ROBINSON: Good afternoon, I'm Mark Robinson. The property, I had no idea I owned until I received this letter from the City. I had another relative that was trying to get the property also. As far as I knew this property was held up in court, but I guess that's something totally different now. That's my story. I didn't want to sink any money into something that I didn't know if I was going to own it or not.

MR. SCHERER: Do you own it?

MR. ROBINSON: Apparently yes. I got this letter saying that I'm the owner.

MR. SCHERER: How did you come about owning it?

MR. ROBINSON: Nola Robinson was my grandmother.

MR. SCHERER: Ok.

MR. ROBINSON: And I'm the only grandchild, the only living relative.

CHAIR SCHNEIDER: You own it.

MR. ROBINSON: It is to my understanding when I checked into it after she passed that this was a project started by the City of Fort Lauderdale, and the property was built ten feet too close; so the project was halted for some reason. There was a sign posted at the property also.

CHAIR SCHNEIDER: What do you want to do with this thing?

MR. ROBINSON: Being that I've inherited an unfinished project, I'd like to see the City clear it off.

CHAIR SCHNEIDER: Well, that isn't necessarily the way it's going to work. If the City clears it off, they're going to file a lien against the property. And if they file a lien against the property you're either going to have to satisfy that lien or perfect that lien and they may sell it out from under you.

MR. ROBINSON: Ok.

CHAIR SCHNEIDER: So, with the state of the property, I can't speak for the other Board members; I know what I'm feeling as the Chair. I'm feeling that it ought to be demolished and-

MR. ROBINSON: Oh, I agree, like I said, it's undone; there's no roof, it's just-

CHAIR SCHNEIDER: Well, you're the owner of the property; that's up to you to do it and if you don't do it, we'll do it and then lien the property.

MR. ROBINSON: Ok, what's my time frame being that this is just unloaded on me because I'm going to need some time to get some estimates?

CHARI SCHNEIDER: How is this working now? If we issue an order for demolition, it immediately goes to that action?

ACA: [Redacted] from the City Attorney's Office. The way that it works is that you would issue, if you were going to issue an order to demolish the property today, the property owner would have the right to appeal that order within thirty days from the date that order is signed. So if you issue the order today, I believe staff gets the order to you sometime early next week, you sign it. Thirty days from that date is the end of the appeal period. And, after that, on the thirty-first day the City would be able to demolish the property.

CHAIR SCHNEIDER: Do you understand that?

ACA: If there's been no appeal made. So the order would be the Unsafe Structure Board orders the property owner to demolish the property and in the event the property owner doesn't demolish the property; the City shall demolish the property. We can't enter the property and demolish it until the thirty-first day.

CHAIR SCNEIDER: Who is the appeal made to?

ACA: To Circuit Court.

CHAIR SCHNEIDER: To Circuit Court?

ACA: Yes.

CHAIR SCHNEIDER: Do you have any other questions, sir?

MR. ROBINSON: No, no.

CHAIR SCHNEIDER: From the Board, do we have anything?

MR. SCHERER: So you want to demolish the property. You want us; you want the City to demolish the property?

MR .ROBINSON: Well, it was a project that was started by the City.

CHAIR SCHNEIDER: But I think what he's trying to say is, is he wants the City to demolish the property with no encumbrance against it or against him.

MR. SCHERER: You realize you're going to have to pay for the demolition costs.

MR. ROBINSON: My thing is that, this, my grandmother passed away waiting on this house to be built. This thing was held up not one year, but over two years. She passed away

waiting on a house, spent in an apartment.

CHAIR SCHNEIDER: But you know what I think, if you research it a little further you'll find out that your grandmother probably applied to the City of Fort Lauderdale for some assistance program that they had, in that while the City was may be perhaps the impetus that was building the project, in reality they weren't necessarily the financially responsible party for it. And the ACA could probably clear that up.

ACA: It appears that the City did take a mortgage from Ms. Robinson under our Residential Rehabilitation Program which means that we loaned her money to restore the property. Part of that program, at present and I'm not sure if that was also the circumstances in 2001, is that the City also helps, we don't just give the money to the people, we fund the contractor and then we actually pay the contractor on a reimbursement program. We found that this is a really good way to run these programs because there isn't a lot of money and we are able to provide the property owner with a contractor to do that. So I don't know of the \$61,000 mortgage, I don't know how much of that money has been spent. I can find out whether any of that, the funds that were authorized to be spent on this project, were all spent for the purposes, it doesn't look of course like they all were, so maybe there is some money left from the original mortgage fund to pay for some of the demo cost, but certainly if there's anything in excess of the money that we already had planned to spend to fix this house, or any additional demo costs, the City will place a second lien on the property for the cost of the demolition. A lot of times I think, property owners go out and they discover that it would be cheaper to have their contractor demolish a property, they might do better than if we do it, I'm not sure.

CHAIR SCHNEIDER: I'm going to throw a hypothetical situation at you here. Being that the City was involved to the arm's length that it was, and they loan, actually are the mortgage holder on the property, how if any, is there any responsibility on the City's part given the fact that the structure was started illegally if you will, within the improper setbacks.

ACA: Well, I don't know what our project was, it doesn't appear from the title of the kind of loan that we gave, it doesn't look like we were building a new house, it looks like we were probably trying to, and it says "the Residential Rehabilitation Program". This is a program were we-

CHAIR SCHNEIDER: Retrofit what's existing-

ACA: -where we do some kind of renovations to a house that people already own and live in.

MR. STRAWN: Wayne Strawn, City Building Inspector. The City demolished the old wood frame house that was there previously, so this was a new construction.

CHAIR SCHNEIDER: Wayne, do you know how it got started ten foot in the setback?

MR. STRAWN: I am unaware of what went on there. It was two years ago, I wasn't even assigned to that territory; that part of town.

CHAIR SCHNEIDER: Interesting.

ACA: Not good.

CHAIR SCHNEIDER: What do you recommend at this point, ACA, with-

MR. STRAWN: There may only be a small, maybe only 30% of the loan value actually spent. I just mentioned that only a small part of the loan value may have been spent. It doesn't look like an awful lot of work was done there. Although, there was-

CHAIR SCHNEIDER: [inaudible]

MR. STRAWN: There were standing walls, many more standing walls before the hurricane, but since they were not reinforced or braced they went down in the hurricane.

ACA: Since the City does have some involvement in this property, I think what we'd like to do is continue this case until next month. In the interim, Wayne and I will speak with the staff of the City's Community and Economic Development Division and find out what went wrong with the construction of this house and whether there is any money left from the money that we already put aside for the construction, to see if we can pay for the demolition and start over, and maybe sort things out that way. And then we'll come back next month and let you know, all right?

CHAIR SCHNEIDER: The Chair will entertain a motion to that effect.

MR. MADFIS: Can I just ask a question to the City? Regarding the walls that are left standing. Considering these other walls came down so easily in the wind, should something be done immediately about those freestanding walls, or do you think they're secure.

MR. STRAWN: Well, they're not secure. We could on an emergency basis; we could just go over there and knock them down.

CHAIR SCHNEIDER: Push them over.

ACA: If the property owner gives us permission to do that.

MR. ROBINSON: You have permission.

ACA: Ok.

MR. MADFIS: I make a motion to continue this, but to, with the property owner's permission, make sure that the current standing walls are put in a condition where they won't fall.

CHAIR SCHNEIDER: Do I have a second on that motion?

MR. KERNEY: Second.

CHAIR SCHNEIDER: Any discussion? Being none all those in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Those opposed like motion. Motion carries. Thank you very much.

MS. MOHAMMED: Next case, page 1 of the agenda. It's an old business case. Wayne Strawn is the inspector for Case No. CE05010324, case address 809 NW 15<sup>th</sup> Avenue, the owners Herbert Myers, Albert Myers, Joyce Ann Fernandez, Mary Dashiell, and Perry Myers. This case came before the Unsafe Structure Board on 1/19/06 and the Board granted a 30 day extension in which time the owner shall complete the sale of the property, and if the sale doesn't take place, motion for the current owners to demolish the property themselves, or the City will then demolish. The case came before the Unsafe Structure Board on 2/16/06. The Board granted a 30 day extension and the new order to hire an architect.

ACA: I need to tell you that we received a faxed motion for continuance from the respondents, is it all of them, Herbert Myers, Albert Myers, Joyce Ann Fernandez, Mary Dashiell, and Perry Myers, from their attorney saying that the negotiations are being finalized in this matter; this matter is going to be resolved by March 22, 2002 [sic], this motion is not being filed for purposes of harassment or delay. I don't know whether anyone is here. You are here. Oh, sorry.

JOY STEWART: Good afternoon, Joy Stewart. I'm here on behalf of Herbert Myers, Albert Myers, Joyce Fernandez and Mary Myers. This Board has been kind enough to give us a continuance in regards to the property. We're trying to save the property and there is one issue which is one of the interested parties who's not cooperating with the rest of us to get the deal done. There was a contractor who had a contract on the property. That deal is, at this point, appears that it's going to fall through. Today here we have Mr. Thurston who wants to buy the property as soon as we can get it signed off on. He's aware, he's in real estate as his business, and he's aware of all of the structural damages with the property and he wants to buy it as is as soon as possible. So we ask the Board just another extension to get that deal done. He submitted a contract, he submitted a deposit. This Board has been gracious so far; we just ask that you extend that grace a little more beyond so we can get this done and save the home.

CHAIR SCHNEIDER: Well, let's hear from. Go ahead and state your name again, I'm sorry.

KEN THURSTON: Ken Thurston. Now, I have looked at the property, I've had an architect to look at it. I've not paid the architect as this point to start drawing the plans for the corrective actions, because I just need one more signature on the contract. The, my contract



was only recently submitted to the owners and there's just one party who, where there's some additional items that need to be worked out. Once that last interested party signs the contract, I am prepared to close within one week thereafter, and have a request for building permits in to the City of Fort Lauderdale no more than a week after that. So from the point of closing, within ten days we'll be ready to start work and put the property back into good condition.

CHAIR SCHNEIDER: When was this case first heard.

MS. MOHAMMED: 1/19/06. It came before the Board on 1/19/06.

CHAIR SCHNEIDER: No. First heard. Maybe '05.

MS. MOHAMMED: Correction, June of '05.

CHAIR SCHNEIDER: There you go.

MS. STEWART: And if I may, the reason we were able to get the last contract executed is because we had an emergency hearing in front of the judge to get that other party to sign.

CHAIR SCHNEIDER: Wasn't this in probate at one time?

MS. STEWART: It was yes, and it is in probate.

CHAIR SCHNEIDER: Still? Yet?

MS. STEWART: Correct?

CHAIR SCHNEIDER: Still?

MS. STEWART: Still, yet, yes. However, what we're going to have to do, again now that we have Mr. Thurston, is that we're going to get set on the emergency docket and have that other party sign off on it, or either have an order to sell the property which is the same thing that did last time. So, in other words, what I'm saying is that this is not an open-ended issue of this other party is going to sign off or not, because most likely their not going to sign off willingly. But we have things in motion in regards to still getting the deal done and getting the contract of sale executed.

CHAIR SCHNEIDER: Board?

MR. MINOR: Is this property secure now from the elements?

MS. STEWART: It is, and it was secured by the A, someone from the City, I think it's A+ or A something, who actually secured the building. They paid to get that done and it was boarded up per City Code.

CHAIR SCHNEIDER: Last I remember of this we had a renegade tenant in there that was

wanting to homestead as I recall. Is that right?

MS. STEWART: And that is the person.

CHAIR SCHNEIDER: Is she still giving you a fit?

MS. STEWART: Absolutely, positively.

CHAIR SCHNEIDER: Didn't you have another buyer also, before this?

MS. STEWART: We did.

CHAIR SCHNEIDER: And it fell through?

MS. STEWART: Yes.

CHAIR SCHNEIDER: Why did that fall through?

MS. STEWART: There was an addendum that needed to be signed and surprise, surprise, she wouldn't sign the addendum. We had gone to court to get the original contract of sale signed off on which we did, however-

CHAIR SCHNEIDER: How are you going to get her to sign the deal that this gentleman wants to deal?

MS. STEWART: Same thing, we have an emergency motion in. Same thing, the judge will have to order it.

CHAIR SCHNEIDER: The judge will order it done?

MS. STEWART: Yes, and I don't know what the judge will do obviously, guaranteed. But the judge, I'm sure most likely will sign off on it.

CHAIR SCHNEIDER: Not that it's any of our business, but why is she so cantankerous?

MS. STEWART: I'm not sure of the diplomatic way-

CHAIR SCHNEIDER: Is she a past electrical contractor by trade?

MR. KERNEY: Mr. Chairman, seeing a genuine desire to preserve the property, and this commitment to move forward, and the fact that the property is secure, I would make a motion for a thirty day continuance.

CHAIR SCHNEIDER: Do we have a second?

MR. CARROLL: I'll second it.

CHAIR SCHNEIDER: Any discussion?

MR. MADFIS: Yes, I'd like to just say that this has been going on a long time. I'm concerned that this forced signature by this reluctant party will be made by the court, and then another addendum will come up and it won't follow all the way through just like the previous contract. What was the addendum specific to?

MS. STEWART: The addendum had to do with they needed more time, etc. to get an architect in and those sorts of things. Mr. Thurston has already done that so he's a step ahead if you will, and the contract should be good as signed off on. In addition, I have made an amendment to the emergency that it may be served to any party that the other buyers do agree upon within a certain period, so-

MR. MADFIS: That other buyer needs to be prepared to restore the building immediately.

MS. STEWART: Absolutely.

CHAIR SCHNEIDER: When you go before your judge for your emergency hearing this time, are you going to try and circumvent all of her manipulations down the road this time?

MS. STEWART: Absolutely.

CHAIR SCHNEIDER: I figured you would. Any more discussion on this matter? Being none on the motion, all those in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Opposed. Motion carries.

MS. STEWART: Thank you.

MS. MOHAMMED: Next case, page 2 of your agenda, it's an old business case. Wayne Strawn is the inspector for Case No. CE05011052, case address 723 NW 6<sup>th</sup> Avenue, the owner, Luma Properties, Inc. This case was presented before the Unsafe Structure Board on 9/15/05 and the Board granted a sixty day extension with a stipulation that there be no automobile storage or spray painting in the warehouse. The case came before the Board again on 1/19/06 and the Board granted a sixty day extension of time.

MIKE SANCHEZ: Good afternoon, my name is Mike Sanchez. I'm an architect representing Mr. Ductman [phonetic] who is unavailable to come because his wife is having a medical procedure. Mr. Ductman hired my firm, I don't know, several months ago and we prepared plans to submit to the City, which were submitted a little over a month ago. The plans are still in plan review. Nothing has been finalized. He has removed anything that was able to be removed without a permit. There were some electrical things that were just dangling there; there was a metal awning, canopy that was on the back of the building that

was removed. So he's done whatever he could as far as being able to do without permits. We've also met with Mr. Strawn at the building site to identify some other conditions that I had some concerns about. We don't know when the permit will be ready. I didn't expect it to take this long, but obviously the process is slow. As soon as that, there's a contractor waiting to start the remedial work, as soon as the permits are ready. And we're going to do a few other things as a revision to the plans that we've identified but we didn't want to touch those plans at this point because it would just slow down everything.

CHAIR SCHNEIDER: What are you requesting, sir?

MR. SANCHEZ: I'm sure, I understand that once a permit is issued this is, I guess, he's taken off of the docket. I'm sure within thirty days we'll have a permit, I don't anticipate-

CHAIR SCHNEIDER: Wayne, what is the, do you know what the status on the plan review is?

MR. STRAWN: No, I don't, but there are some revisions that are going to have to be entered in on the plan, too.

CHAIR SCHNEIDER: Prior to or after?

MR. STRAWN: We want to get the permit issued first.

CHAIR SCHNEIDER: Change orders.

MR. KERNEY: I have no problem with an extension of time. He has mitigated any danger that was at the site and so it's just a matter of time. I'm confident that they're going to go forward and solve the problem.

CHAIR SCHNEIDER: Mr. Sanchez, what do anticipate you'll need for an extension?

MR. SANCHEZ: I can't image another, if we have another thirty days I'm sure we'll have a building permit by then; it's been I think five or six weeks.

CHAIR SCHNEIDER: You a betting man?

MR. SANCHEZ: No, I'm not.

CHAIR SCHNEIDER: I've been working for a year to get a generator out of Del Ray, so.

MR. SANCHEZ: I mean if, I'm requesting if you would grant it longer, that's fine. As soon as it is, I mean, it's your call.

CHAIR SCHNEIDER: Board, what's your pleasure?

MR. MADFIS: I'll make a motion for sixty day extension just to be safe.

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MR. SANCHEZ: I appreciate that.

CHAIR SCHNEIDER: Do we have a second?

MR. CARROLL: I'll second.

CHAIR SCHNEIDER: Any discussion. Being none on the motion all those in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Those opposed same sound. Motion carries.

MR. SANCHEZ: Thank you very much.

MS. MOHAMMED: Next case, page 3 of the agenda. It's an old business case. Wayne Strawn is the inspector for Case No. CE05111769, case address 1225 NW 16<sup>th</sup> Street, the owner Shirley M. Fletcher-Allen. This case was presented to the Unsafe Structure Board on 1/19/06 and the Board granted a thirty day continuance and ordered that the property be secured immediately. This case came before the Board again on 2/16/06 and the Board granted a sixty, sorry, a thirty day extension of time, and that the owner obtain a set of drawings from a architect and a letter from the other owners stating their intent, that once their legal problems are resolved, to sell the property to Mr. Hills.

VERNON HILLS: Vernon Hills.

CHAIR SCHNEIDER: Hi Vernon, how are you?

MR. HILLS: I'm fine.

CHAIR SCHNEIDER: Well, you have your plans?

MR. HILLS: Yes.

CHAIR SCHNEIDER: Got your problems solved?

MR. HILLS: Not really, I'm still going through probate. I just talked to my lawyer, and stuff like that, but you know I'm trying to get [inaudible] my brother's kids and stuff like that, but I should have [inaudible].

CHAIR SCHNEIDER: Can we take a look at your plans, sir? You looked at them Wayne?

MR. STRAWN: No I haven't.

CHAIR SCHNEIDER: Get me an architect over here.

MR. HILLS: See, some of that I wanted to change, I want him to change some of it, but-

[The Board Members looked over the plans.]

CHAIR SCHNEIDER: Where did you get these? Out of the Building Department?

MR. HILLS: No, I went to his office, the guy named Don, Don-

CHAIR SCHNEIDER: Don Senator [phonetic]?

MR. HILLS: Yes, I went to his office because I had to pay him more money to get them.

CHAIR SCHNEIDER: I can understand that.

MR. HILLS: [inaudible]

CHAIR SCHNEIDER: What do you want to do from here? Where you want to go from here?

MR .HILLS: Well, what I was speaking with him about. I met him out to the house and I told him that I wanted to do something a little different, because you know, I just didn't like how it was set, you know laid out. And he asked-

CHAIR SCHNEIDER: They're incomplete.

MR .HILLS: They are?

CHAIR SCHNEIDER: In my opinion, at least electrically. You don't have a riser diagram or a panel schedule or any electrical information at all on it. It would never go through, electrically be accepted or approved on that level. And I can't speak for the other principles, but I mean, the plans, they're not a bad set of plans, they're just incomplete at this point. So, if you've-

MR. HILLS: Why would they be incomplete, I don't understand it. You know I just got-

CHAIR SCHNEIDER: The Code requires certain things be on a set of plans and on an electrical set of plans you have to show both existing devices as well as new devices,

MR. HILLS: Right.

CHAIR SCHNEIDER: Existing circuitry as well as new circuitry-

MR. HILLS: Right.

CHAIR SCHNEIDER: -panel schedules, and a riser diagram and a load calculation. None of that is on your electrical drawings; it simply shows the service location, and the extent of

the damage that's on your house, you're going to need the entire electrical system retrofitted.

MR. HILLS: I understand that. I understand that completely. I don't understand why, you know-

CHAIR SCHNEIDER: Pardon me?

MR. HILLS: -I don't understand why they're not completed, because-

CHAIR SCHNEIDER: I can't tell you that. I can only tell you what I see.

MR. HILLS: Right, but she turned them into your guys before, didn't she? Last year?

MR. SCHERER: Didn't she have a permit?

MR. HILLS: Yes, she had a permit-

MR. SCHERER: So, why don't you go to the City and get the permit set of plans out of the Building Department.

MR. HILLS: I did [inaudible].

MR. STRAWN: I have the, I found the set and I gave him the name of the architect. I wasn't sure legally whether we could just release the plans since they are, belong to the architect.

CHAIR SCHNEIDER: Time out; let me enlighten some of the new Board Members to the history of this debacle. This man's sister who's unfortunately passed away, we worked with her almost two years to get the plans through the Building Department. She got ill, she just about got to the point where she was ready to have the permit issued, and the City of Fort Lauderdale purged the plans and threw them away, so she had to start all over again. She continued to get sicker and sicker and passed away. And now we're here today with her brother and he's trying to retrace some of those footsteps and get this property fixed up and retrofitted. Why your plans aren't in a completed state and you're being required to pay more and more money, I can't address to you. I don't know the answer to that. I can just tell you from an electrical perspective, these will not go through the Building Department. They're not electrically complete. There are others here that can look at other principles and tell you more about their principle. Short of that-

MR. HILLS: Are those the same plans that are down there?

CHAIR SCHNEIDER: I can't tell you that. I don't know.

MR. STRAWN: I can't testify to that either.

CHAIR SCHNEIDER: I have no idea.

MR. MADFIS: Was a permit issued for these plans or not?

CHAIR SCHNEIDER: Pardon me?

MR. MADFIS: Was a permit ever issued on that property?

MR. SCHERER: Yes, there was.

MR. MADFIS: OK, so these probably were not the plans given the fact that they're not complete. And Wayne was questioning whether he could give the plans to the new owner. That's why he didn't give them to him. Which would be a question--

CHAIR SCHNEIDER: Right, and that's a question that the City, your City Attorney has to clear up.

MR. MADFIS: The architect may not have given up the final plans given the fact that he already issued them to the City and may not have been completely paid for them. Probably, he gave him a preliminary set, which in some respects the plans are complete, but all the other disciplines of mechanical, electrical and plumbing may not be complete. So when you look at the drawing you'll see a complete building, but you won't know necessarily that there's components needed to get a permit that aren't shown on the plans. So when we say incomplete, it doesn't mean your house is incomplete in terms of its drawing, it just means that the requirements for permit are not all on the plans.

CHAIR SCHNEIDER: Do you understand that?

MR. HILLS: Yes.

CHAIR SCHNEIDER: That's why they got architects and engineers. It becomes awful confusing to a layperson of what is and what isn't required by Code, and unfortunately, what I'm looking at, at least on this set of documents, I don't think this is the completed set of documents. What you would have to do is take these plans and compare them sheet for sheet with what is in the City in order to make an accurate determination of that.

MR. HILLS: Is there any way possible that I can get the plans from the City?

CHAIR SCHNEIDER: I can't answer, I don't know that. You have to understand that we're not involved with the Building Department process. We're here to ensure that the City ordinances as they pertain to unsafe structures and the codes as they pertain to the structure itself are dealt with, and that's all. I can't tell you why the City didn't give you the plans. Clearly, that's something you need to ask the City, and maybe the City Attorney here can help us with that.

ACA: The plans are public records and anyone can come in and look at the plans, but we can't give out copies of them, they're copywrited and the plans are owned by the architect or



engineer, contractor, who has drawn the plans. So we don't give out copies of copywrited documents, but people are welcome to-

CHAIR SCHNEIDER: Well, the design is owned by the architects and the engineers, but once the owner pays for them, the owner doesn't own the design, but they damn sure do own the plans. Trust me. Now the question is, is he the owner?

MR. SCHERER: He can still go look at the plans, compare those sheets like you said.

CHAIR SCHNEIDER: That's right.

MR. SCHERER: You can go to the Building Department and check out the plans and go to the Plan Room and go sheet by sheet.

MR. MADFIS: I guess it comes down to what are we going to do with this particular item, and at this point our direction was to have him come back with an architect hired to complete the whole process.

CHAIR SCHNEIDER: Have you hired your architect yet?

MR. HILLS: No, this guy just, you guys told me to go get the old plans.

CHAIR SCHNEIDER: That's one of the things that we told him, to resurrect the old plans.

MR. HILLS: I tried to get the old plans to bring them to you guys. I went to him [the speaker referred to Mr. Strawn] about the plans and he told me we have to get them from the architect. I don't know why I couldn't just-

MR. MADFIS: I believe the direction was to hire the architect and continue with the previous plans. You had talked about redesigning the project because you didn't quite like the way it was laid out and we didn't want to give you an extension to do that, we wanted to give you an extension-

CHAIR SCHNEIDER: Here's what it says from a synopsis if you will from the February 16<sup>th</sup> meeting. Disposition: Thirty day extension granted. Within that time the owner is to obtain a set of drawings from the architect and a letter from the other owners stating their intent once legal problems are resolved, to sell Mr. Hills the property.

MR. HILLS: Right.

CHAIR SCHNEIDER: Board, he's gone to the architect. He's got the plans. Whether they're complete or not is a horse of a different color. The next question becomes is, have you got the letter from the other owners stating what their intent is once the legal issues and ramifications have been settled.

MR. HILLS: Well, I got my other brother, he signed off on same day that he's going to sell

me the property. [inaudible], and my brother [inaudible], I'm trying to find his kids, I don't know where his kids at. So, I'm getting the lawyers working on that; I'm trying to get the birth certificate; I mean the death certificate for him.

CHAIR SCHNEIDER: So, you don't have the letter from the other property owners at this point.

MR. HILLS: No.

CHAIR SCHNEIDER: That's all we got. What's your pleasure?

MS. CHARLTON: Mr. Chairman, at this point I feel that we're not at liberty to actually discuss anything with, sir, what's your name again?

MR. HILLS: Vernon, Vernon Hills.

MS. CHARLTON: Mr. Hill, because technically he's not the owner of the property.

CHAIR SCHNEIDER: Well, here's the-

MR. HILLS: I'm one of the owners.

CHAIR SCHNEIDER: He's definitely one of the owners. You've got to understand this property was owned by your mother was it?

MR. HILLS: It was owned by my mother. My mother left Shirley half and left us the other half.

CHAIR SCHNEIDER: Ok.

MR. HILLS: [inaudible]

CHAIR SCHNEIDER: So, if Vernon holds off long enough, it sounds like to me, most of his relatives are going to die off-

MR. HILLS: No, we don't want that.

CHAIR SCHNEIDER: No, and we don't want that to happen. That would be the worst thing that can happen, but Lord forbid, that's what's going on. So, having said that, he's definitely one of the owners so he has, quite frankly, the right, even not as an owner, to look at whatever the City's got and compare these and see what the shortcomings are. Now the question remains is only one of the things we asked him to do hasn't been fulfilled, and that's the letter from the other relatives. So, I'm asking you the Board, what do you want to do with this at this point?

MR. KERNEY: I'm a little bit confused. How did Shirley get a permit if she wasn't the sole

owner of the property? Did you sign?

MR. HILLS: No, none of us signed.

CHAIR SCHNEIDER: That's a legal question that we don't have anything to do with. That's something we can't address.

MR. HILLS: If she needed, if she came to us for us to sign if she needed a permit or something, I guess she figured, I don't know.

MR. KERNEY: I'm confused. I was under the impression that your sister owned the property, that she had bought you out.

MR. HILLS: No, we were trying to work it out, but no. I was trying to buy her out and she was trying to buy me out.

CHAIR SCHNEIDER: Vernon, you understand we can't let this thing go on forever, it's already drug on now going into the third year.

MR. MADFIS: Yes, I'll make a motion-

MR. HILLS: Yes, yes sir I understand. Like I say, it's no problem for me getting it fixed up. The only thing you know-

CHAIR SCHNEIDER: You just need the time to do it.

MR. HILLS: I just need a little time; I just need a little time. I mean, Shirley had like two or three years. I just started; she just passed, with this. I just need a little time and I will get the property fixed up.

CHAIR SCHNEIDER: What's your pleasure Board?

MR. MADFIS: I'm ready to make a motion for demolition.

CHAIR SCHNEIDER: There's a motion of the floor. Do we have a second?

MR. CARROLL: I'll second.

CHAIR SCHNEIDER: Discussion.

MR. MADFIS: I just feel that this has gone on a long time. I think we gave him the thirty days to prove that this was really going to start happening. I don't see it really making any real progress. It's very confusing. It's correct to start now and look toward another two years to figure it all out again. I think it's a shame to lose property like this that can be used for the type of use of what it could possibly fixed up for, as opposed to be turned into a quadplex and sold for ten times as much money and less affordable housing in this City. I

think we've given this one as much as we should.

MR. KERNEY: I always felt as though this property was not in that bad of shape. From the day I saw it I always thought there was potential and it could be renovated. Your sister, I saw her the day she got her permit. I happened to be down at the Building Department. She hugged me and thanked me. Now, I've sat on this Board for a few years now and there are not a lot of thanks you get being on this Board. This is a tough board to sit on. I really, I wish there was some way we could see this thing to fruition. I'd love to see this house saved and get renovated. With that said, you know, obviously my concern is you're back to; the arguing had stopped between the siblings at some point because Shirley was able to go down and pull a permit. Now it seems like that has started back again, or you're missing people; at what point, how long do you think that's going to take you.

MR. HILLS: It's not going to take long, sir. If it takes, look Shirley had three years; can I have sixty days to get it done? That's all I ask.

MR. KERNEY: From my perspective-

MR. HILLS: I'm not saying-I'm not trying to be, you know, saying, I appreciate everything you're doing and did. But I really want to save my mother's property. And I have the money to do it and I just want to do it.

CHAIR SCHNEIDER: Since the time your sister has passed, since the last hurricane we had, this property has degraded ten fold what it was before that time. And with each and every passing day it continues and continues to degrade. Now, you've asked for more time, so far the Board has given you sixty days, you complied with about half, a little bit better than half of what we asked you to do the last time. There comes a point where this community has entrusted us as Board Members to look out for the betterment of not just Vernon Hills, but the entire community in the City of Fort Lauderdale. As this property continues to degrade day after day, week after week, month after month, and now year after year, hurricane after hurricane; we're getting ready to come back on the hurricane season again.

MR. HILLS: Yes, in June or July.

CHAIR SCHNEIDER: The problem is if this continues to go on, chances are we're going to get whacked again this year with another storm, and that's just that much more trash and garbage flying around the neighborhood that this house is in damaging other people's property that is in a sound state; that we really shouldn't allow. But the fact of the matter is I'm inclined to agree with Pat. I've been down the road with this thing since it started. There's more that went on behind the scenes to help your sister than you'll ever know. There are some of us on this Board that even applied to a television show to see if we couldn't get her some assistance that way. But there's a point where we need to draw the line. And when this Board asks you to do something, they want you to do it. That means get the letter out of your siblings, come hook or crook, hell or high water. You didn't do that. You did most of it; you got the plans and kudos to you for that, but-

MR. HILLS: I understand this sir, but my siblings, most of them have passed.

CHAIR SCHNEIDER: Here's what's going to happen. If this motion passes you have thirty days to appeal this process. It is my understanding from what the ACA said on the last case, you do that through the Circuit Court. And that will stop the action.

MR. MADFIS: Excuse me Mr. Chair, if he gets a permit won't that also-

CHAIR SCHNEIDER: Yes, well you know what-

MR. HILLS: If I get a contractor?

CHAIR SCHNEIDER: Yea, if-

MR. HILLS: Because [inaudible]

CHAIR SCHNEIDER: You know what, I'm perplexed. Only other than the fact that the original permit that Shirley had was probably being issued in her name-

MR. SCHERER: Do you have an estimate on how much it's going to cost to fix this house? From a contractor?

MR. HILLS: What I did, the architect, he said maybe, I don't know, it would be about \$80,000.

CHAIR SCHNEIDER: With a lot of your equity, sweat equity.

MR. HILLS: What do you mean sweat?

CHAIR SCHNEIDER: You doing the work.

MR. HILLS: Well, I'm going to be doing some of it. The money is not the problem; I have the money to fix the house up.

MR. SCHERER: It's probably cheaper for you to tear the house down and start over, than to fix the house we saw in the pictures last month.

CHAIR SCHNEIDER: That's a fact. You'd probably make more money if you would consider loaning one of us poor contractors the money; in interest. I'm just, sick joke, you have to appreciate my sense of humor. I don't want to see you lose your mother's house; I don't want to see that happen.

MR. HILLS: I understand.

CHAIR SCHNEIDER: But by the same token, I don't want to see this thing carry on for another three months, let alone three years. I mean-

MR. HILLS: I'm not going to guarantee to nothing, but I'll tell you, if I had sixty days I would show you that I'd get the thing done. And I would guarantee you that I will go-

MR. MADFIS: I'll amend my motion to this, that either a permit is issued within thirty days or the property will be demolished by the City.

CHAIR SCHNEIDER: We have an amendment on the motion; does the seconder accept the amendment?

MS. CHARLTON: Yes.

CHAIR SCHNEIDER: You do?

MS. CHARLTON: Yes.

CHAIR SCHNEIDER: I need you to speak into the mike.

MS. CHARLTON: Yes.

CHAIR SCHNEIDER: There's an amended motion on the floor. Do I hear a call for the question?

MR. CARROLL: Yes.

CHAIR SCHNEIDER: The question has been called for. On the motion all in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Opposed. Motion carries. Vernon, you have thirty days to come up with a permit. What I suggest you do is go talk to somebody, start at the top, go right now, if their there, if not go first thing in the morning, and talk to the Chief Building Official. Tell him who you are.

MR. HILLS: Who?

CHAIR SCHNEIDER: The Chief Building Official. Tell him who you are, tell him you're the brother of the lady whose name the permit was in before, and what can you do to change that permit so that's it's issued in your name.

MR. HILLS: Yes.

CHAIR SCHNEIDER: All right, sir?

MR. HILLS: Yes, sir; thank you sir. Thank you very much.

CHAIR SCHNEIDER: Next case. Vernon, you might need these. And while you're at it, take the time to get the plans that are in there and pull out page by page and look at your plans page by page against that, and see where the shortcomings are, and make notes.

MR. HILLS: Ok, thank you.

MS. MOHAMMED: Next case, page 4 of the agenda. It's a new business case. Wayne Strawn is the inspector for Case No. CE05111466, case address 900 NW 5<sup>th</sup> Court, owner Dennis Wright. Certified mail sent to Dennis Wright, signed for on 2/14/06 by Veda Wright; certified mail sent to Barry Molter [phonetic] and Lynn Bragman [phonetic] signed for by C. Nardin [phonetic], not dated; a notice was posted also at the property and City Hall. Last permit issued on this property on 5/13/1999 for an electric code, for electric code repairs. Certified mail sent to Johnny Wright, Jr. and Deborah Wright, mail returned unclaimed on 3/13/06; certified mail sent to Bobby Gill [phonetic], mail returned unclaimed on 3/13/06.

MR. STRAWN: Wayne Strawn, City Building Inspector with regard to 900 NW 5<sup>th</sup> Court. The violations that exist at the property are as follows;

**VIOLATIONS: FBC 117.1.1**

**THE TWO STORY APARTMENT BUILDING ON THE SOUTH SIDE OF THE PROPERTY HAS BECOME UNSAFE. THE BUILDING IS SUBSTANTIALLY DESTROYED BY THE ELEMENTS, AND BY WINDSTORM, AND DOES NOT COMPLY WITH THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE. THE BUILDING IS BOTH A WINDSTORM HAZARD AND A FIRE HAZARD AND HAS NOT BEEN MAINTAINED ACCORDING TO THE STANDARDS OF THE FLORIDA BUILDING CODE,**

**FBC 117.2.1.2.1**

**THE ROOF STRUCTURE OF THE SINGLE STORY EAST PORTION OF THE BUILDING HAS FAILED AND COLLAPSED PUSHING THE NORTH WALL OUT. ALL BUILDING PARTS IN THIS FRAMED PORTION OF THE BUILDING ARE LOOSE, HANGING LOOSE OR LOOSENING INCLUDING THE HEAVY ELECTRICAL CONDUIT FASTENED TO THE WALL WHICH IS IN THE PROCESS OF COLLAPSE. WINDOWS HAVE BEEN BLOWN IN BY HURRICANE WILMA**

**FBC 117.2.1.2.5**

**THE ELECTRICAL SYSTEM HAS BEEN DAMAGED BY THE PARTIAL COLLAPSE OF THE STRUCTURE. THE SERVICE RISERS HAVE BEEN TORN OFF THE BUILDING BY HURRICANE WILMA.**

**FBC 117.2.1.2.3**

**THE NORTH WALL OF THE EAST PORTION OF THE BUILDING HAS COLLAPSED. THE ROOF OF THE EAST SINGLE STORY AREA OF THE BUILDING HAS COLLAPSED INTO THE INTERIOR OF THIS AREA OF THE BUILDING.**

FBC 117.2.1.1.1

THE BUILDING IS VACANT, UNGUARDED AND OPEN TO CASUAL ENTRY.

FBC 117.2.1.2.4

THE ROOF HAS PARTIALLY COLLAPSED ON THE EAST PORTION OF THE BUILDING AND THE WALLS ARE BUCKLING BECAUSE THE ENTIRE STRUCTURAL INTEGRITY OF THIS FRAMED PORTION OF THE BUILDING HAS BEEN COMPROMISED.

FBC 117.2.1.2.8

THE CONDITIONS REGARDING EGRESS, ELECTRICAL EQUIPMENT AND OTHER FEATURES REGULATED BY THIS CODE DO NOT COMPLY WITH ANY OF THE REQUIREMENTS OF ANY GROUP OF OCCUPANCY.

FBC 117.2.1.1.3

THE STAIRWAYS TO THE SECOND FLOOR HAVE NOT BEEN MAINTAINED SAFE. THE PROPER AND SAFE PROPORTIONS AND UNIFORMITY OF THE RISERS AND TREADS HAVE NOT BEEN MAINTAINED.

FBC 117.2.1.2.2

THE BUILDING HAS BEEN PARTIALLY DESTROYED BY THE ELEMENTS, WINDSTORM AND LACK OF PROPER MAINTENANCE.

FBC 117.2.1.3.2

THE BUILDING DOES NOT COMPLY WITH THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE. THIS CONDITION EXISTS THROUGHOUT THE BUILDING ALONG WITH NON-COMPLIANCE WITH THE CODE AS IT EXISTED AT THE TIME OF CONSTRUCTION AND THE MAINTENANCE REQUIREMENTS OF THE FLORIDA BUILDING CODE.

MR. STRAWN: The City is asking for a motion to demolish.

CHAIR SCHNEIDER: Is the respondent here?

MS. MOHAMMED: No.

CHAIR SCHNEIDER: What's your pleasure Board?

MR. KERNEY: Motion for demolition.

CHAIR SCHNEIDER: Do we have a second?

MS. CHARLTON: I second.



CHAIR SCHNEIDER: Discussion. On the motion all those in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Those opposed, like sign. Motion carries. Next case. That one was easy.

MS. MOHAMMED: Next case page 6 of your agenda. Inspector Wayne Strawn for Case No. CE06010121, case address 835 NW 1<sup>st</sup> Avenue, the owner Barbone, Inc. Certified mail sent to Barbone, Inc., signed for not dated, signature illegible; certified mail sent to Cathy Hardin, registered agent for Barbone, Inc., signed for not dated, signature illegible; certified mail sent to Equity Ventures Realty, Inc., signed for on 2/10/06 by Nicki Reyes; certified mail sent to Bernard [inaudible] signed for by Nicki Reyes on 2/10/06; certified mail sent to Stephen R. Drucker [phonetic], returned unclaimed; and certified mail sent to Kenneth B. Chandler, returned unclaimed. And we also have notice by; we also have service by posting the notice on the property and at City Hall. The last permit issued on this property 1/18/1989 for a reroof.

MR. STRAWN: Wayne Strawn, City Building Inspector with regard to 835 NW 1<sup>st</sup> Avenue. You may find that the address on the photographs is 837, but the address the City has and is tied to this folio number and this legal description is 835. The build code violations that exist at the property are as follows:

**FBC 117.1.1**

**THE BUILDING IS A FIRE AND WINDSTORM HAZARD AND HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS. THE BUILDING DOES NOT COMPLY WITH THE MAINTENANCE REQUIREMENTS OF THE FLORIDA BUILDING CODE OR THE STANDARD OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.**

**FBC 117.2.1.1.1**

**THE BUILDING IS VACANT, UNGUARDED AND OPEN TO CASUAL ENTRY.**

**FBC 117.2.1.2.1**

**MANY BUILDING PARTS HAVE FAILED, ARE HANGING LOOSE OR ARE LOOSENING. THE DEFICIENCIES INCLUDE, BUT MAY NOT BE LIMITED TO: WINDOWS AND DOORS, CEILINGS AND WALLS, SOFFITS AND ROOFING MATERIALS.**

**FBC 117.2.1.2.2**

**THE ROOF STRUCTURE HAS DETERIORATED TO THE POINT OF OLLAPSE. ROOF DECKING RAFTERS AND CEILING JOISTS CAN NO LONGER SUPPORT THE LOADS IMPOSED.**

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FBC 117.2.1.2.3

THE BUILDING IS PARTIALLY DESTROYED BY AN ABORTED REPAIR EFFORT. THE CEILING AND INTERIOR WALL SHEATHING HAS BEEN REMOVED TO A GREAT EXTENT.

FBC 117.2.1.2.4

THE ROOF IS SAGGING AND THE ROOFING MATERIAL HAS FALLEN INSIDE THE BUILDING IN PLACES.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM IS PARTIALLY DESTROYED AND WOULD REPRESENT A HAZARD IF ENERGIZED. THE SERVICE HAS BEEN PULLED OFF THE WALL AND THE POWER HAS BEEN CUT AT THE POLE.

FBC 117.2.1.3.2

THE BUILDING DOES NOT COMPLY WITH THE STANDARD OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE OR THE BUILDING CODE IN EFFECT AT THE TIME OF CONSTRUCTION.

FBC 117.2.2.1

THE COST TO REPAIR OR REPLACE THE BUILDING EXCEEDS 50% OF THE VALUE OF THE BUILDING.

FBC 117.2.2.2

THE COST TO STRUCTURALLY REPAIR OR STRUCTURALLY REPLACE THE STRUCTURAL ELEMENTS OF THE BUILDING EXCEED 33% OF THE STRUCTURAL VALUE OF THE BUILDING.

FBC 117.2.2.4

Is informational which provides exceptions to the valuation criteria.

I have spoken to the owner, the owner has signed a waiver, he agrees, he does not contest the findings of the Building Department. He has actually signed a waiver allowing the City to destroy the property, to demolish the building.

CHAIR SCHNEIDER: Board what's your pleasure?

MR. KERNEY: Motion for demolition.

MR. MADFIS: Second.

CHAIR SCHNEIDER: There's a motion and a second. Any discussion? Being none on the motion all in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Opposed, like sign. Motion carries.

MR. STRAWN: Thank you Board.

MS. MOHAMMED: Next case page 7 of the agenda. Inspector Wayne Strawn for Case No. CE06010186, case address 6190 NW 32<sup>nd</sup> Terrace, the owner David Emmet and Joseph Emmet. Certified mail sent Joseph Emmet, David Emmet and Gail D. Emmet, signed for on 2/17/06 by Gail Emmet. Certified mail sent to CT Corporation System as registered agent for JP Morgan Chase Bank, signed for on 2/16/06, signature illegible. We have service also by posting notice of violation on the property and at City Hall. The last permit issued on this property on 3/15/05 for after-the-fact install the wood fence, for the installation of a wood fence.

MR. STRAWN: Wayne Strawn, City Building Inspector with regard to 6190 NW 32<sup>nd</sup> Terrace. The building violations that exist on the property are as follows:

FBC 117.1.1

THE BUILDING IS A WINDSTORM HAZARD AND HAS BEEN SUBSTANTIALLY DAMAGED BY A FIRE. THE BUILDING EXISTS ONLY AS THE RUIN OF THE FORMER DWELLING.

FBC 117.2.1.1.1

THE BUILDING IS OPEN AND UNGUARDED.

FBC 117.2.1.2.1

THE BUILDING MATERIALS USED IN THE CONSTRUCTION OF THE BUILDING ARE UNIVERSALLY DAMAGED BY THE FIRE, ARE LOOSE OR HAVE FAILED IN AREAS.

FBC 117.2.1.2.2

THE STRUCTURE ITSELF HAS BEEN DAMAGED BY FIRE AND ITS INTEGRITY IS COMPROMISED

FBC 117.2.1.2.3

THE BUILDING IS DESTROYED BY FIRE.

FBC 117.2.2.1

THE COST TO REPLACE OR REPAIR THE BUILDING EXCEEDS 50% OF THE VALUE OF THE BUILDING.

FBC 117.2.2.2

THE COST TO REPAIR OR REPLACE THE STRUCTURAL ELEMENTS OF THE BUILDING EXCEED 33% OF THE VALUE OF THE STRUCTURAL ELEMENTS OF THE BUILDING.

FBC 117.2.2.4

Is informational only, provides exceptions to the valuation criteria.

The City is asking for a motion to demolish.

CHAIR SCHNEIDER: Is the respondent here?

MS. MOHAMMED: No, sir.

CHAIR SCHNEIDER: What's your pleasure?

MR. CARROLL: Motion to demolish.

MR. MADFIS: I'll second.

CHAIR SCHNEIDER: Any discussion. Being none, on the motion all those in favor signify by saying aye.

BOARD MEMBERS: Aye [unanimously].

CHAIR SCHNEIDER: Opposed like sound. Motion carries.

MR. STRAWN: Thank you Board.

MS. MOHAMMED: May I ask one question. Is it the standard thirty days the property owner shall demolish and if not the City will demolish?

CHAIR SCHNEIDER: Whatever's standard.

MR. STRAWN: Yes.

MS. MOHAMMED: Thank you.

CHAIR SCHNEIDER: Are there any board ups or anything like that?

MS. MOHAMMED: No, sir.

[Thereupon, the meeting was concluded at 4:02 p.m.]

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FARIDA MOHAMMED,  
BOARD CLERK

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CHARLES SCHNEIDER, CHAIR

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CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held March 16, 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 March, 2006.

ProtoTYPE, INC.

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SANDRA K. GOLDBERG  
Recording Clerk

SWORN TO and SUBSCRIBED before me by SANDRA K. GOLDBERG who is personally known to me and who signed the foregoing for the purposes therein expressed.

DATED this \_\_\_\_\_ day of March, 2006.

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NOTARY PUBLIC  
State of Florida at Large

Notarial Seal: