

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

Board Member	Attendance	Cumulative 1/1/06 to 12/31/06	
		Present	Absent
Chris Bellissimo	P	8	2
John Carroll	A	6	5
Olivia Charlton	A	8	3
Hector Haguaburo	P	8	3
Patrick Kerney, Chair	P	9	2
Michael Madfis	P	10	1
Charles Minor	P	7	4
John Scherer	P	10	1
Charles Schneider	A	6	5

City Staff

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

Guests

Charlie Crum, CE06011118
Dawn Moyner, CE06081398
Jonathan David, CE06081391

Index

<u>Case</u>	<u>Respondent</u>	<u>Page</u>
1. CE06011118	Charles Crum	2
Disposition:	30-day extension, respondent must appear at next hearing with drawings. Unanimously approved.	
2. CE06081398	Denise McClendon	7
Disposition:	30-day extension, to return with evidence of ongoing negotiation. Unanimously approved.	
4. CE06081280	Sylvan Eversley	14
Disposition:	30 days to demolish the property or the City will demolish. Approved unanimously.	
5. CE06081725	Christiana Bank & Trust	17
Disposition:	30 days to demolish the property or the City will demolish. Approved unanimously.	
6. CE06082026	Hazel Taylor	19

Disposition: 30 days to demolish the property or the City will demolish.
Approved unanimously.

7. CE06082056 Roberto Mendoza

[21](#)

Disposition: 30 days to demolish the property or the City will demolish.
Approved unanimously.

The regular meeting of the Unsafe Structures Board convened at 3:05 p.m. on Thursday, November 16, 2006, at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

[Swearing in]

MR. MADFIS: I'll make a motion to have Patrick sit in as acting Chair.

MR. BELLISIMO: Second.

MR. KERNEY: There's a motion and a second, all in favor.

BOARD MEMBERS: Aye.

MR. KERNEY: First case.

[1. Case CE06011118]

[Index](#)

MS. MOHAMMED: Good afternoon Board. First case is an old business case on page 10. Inspector Wayne Strawn for case number CE06011118. Case address, 731 Northwest 15th Avenue, the owner, Charles L. Crum. Certified mail sent to Edwina L. Crum, returned; certified mail sent to Charles L. Crum, returned; certified mail sent to Bank of America Customer Service Research Department, signed for 10/10/06 by Joseph Ventura, and the last permit applied for on this property was 11/6/06 for a board-up, 12 windows and two doors. And we have service also by posting, no, we have service by personal appearance by Mr. Charles L. Crum.

MR. KERNEY: Wayne?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. You want me to read the charges into the record?

MR. KERNEY: I believe it was an old case, it's already been read in.

INSPECTOR STRAWN: Right. I think Mr. Crum has an architect and I think they're in the process of developing plans to save this building. Mr. Crum would you like to tell the Board?

MR. CRUM: My name is Charlie Crum. At the last meeting, I was supposed to get a contractor and get the blueprints and everything did and submitted for a permit to rebuild. I hired Mr. Young on 8/11 and he's in the process of doing the paperwork and everything necessary. We filed for the work re-done Monday, I think.

Unsafe Structures Board

November 16, 2006

Page 3

MR. KERNEY: Did you have a contract with the architect?

MR. CRUM: Yes, the contractor, the architect showed up, I think they wrote a letter to the Board stating that he had, but Mr. Young is the contractor so I have his signature where he's submitted the copy of the –

MR. KERNEY: So that I'm not confused, you have submitted drawings?

MR. CRUM: Yes.

MR. KERNEY: To the City?

MR. CRUM: Yes, right.

MR. KERNEY: Okay. Can I take a look at that please? Thank you. Board, what's your pleasure?

MR. SCHERER: Are you planning on renovating or demolishing and rebuilding?

MR. CRUM: No, rebuilding, just rebuilding.

MR. SCHERER: Renovate the existing structure.

MR. CRUM: Right.

MR. MADFIS: The application indicates roof trusses, was there a full set of plans submitted for this?

MR. CRUM: Yes sir. Two sets were submitted.

MR. MADFIS: And those were prepared by who?

MR. CRUM: The architect, Mr. –

MR. MADFIS: I see, the contractor handled that.

MR. CRUM: Mr. Young, right, the contractor [inaudible]

MR. KERNEY: Wayne, what would be in order here, if he has applied for a permit, would we need time for that permit to move through the process and –

INSPECTOR STRAWN: That's correct. I have been in communication with this contractor, Mr. Young, and with Mr. Osborn, who drew up the plans for the renovation but it may take some time for these to get through plan review and you may want to make the proviso that the building remain secure until the plans are approved and it becomes a construction site.

MR. KERNEY: And I did understand that he applied for a board-up and that had been done?

INSPECTOR STRAWN: I, that was a mistake on the part of – one of our code officers was unaware that I was bringing this matter before this Board, and so they sent a letter to have the property boarded up. I think she might have missed the fact that the roof is –

MR. KERNEY: Has a hole in it? Yes.

INSPECTOR STRAWN: been burned through. So, anyway, I discussed that with Mr. Young and said it wasn't necessary for him to get a board-up permit because he was already dealing with this Board. It was only required that he keep it secure until a permit for the rehab has been issued.

MR. KERNEY: Okay, thank you. Does anybody have any more questions for Mr. Crum? Would anybody like to make a motion?

MR. SCHERER: I'll make a motion for an extension.

MR. KERNEY: I have a motion, do you want to put a time limit on that?

MR. SCHERER: Thirty-day time extension, and then, within that thirty days, come back with – are you going for – let me ask a question. The permit says just for roof trusses.

MR. CRUM: It's going for the complete thing, the architect just hasn't finished it [inaudible].

MR. SCHERER: So you haven't submitted the actual construction document drawing with all the mechanical, electrical requirements?

MR. CRUM: To my knowledge, no.

MR. SCHERER: So you just submitted for roof trusses?

MR. CRUM: Right, uh-huh [yes], yes sir.

MR. SCHERER: And your architect is in the process of drawing?

MR. CRUM: Yes sir.

MR. SCHERER: And you have a contract with the architect?

MR. CRUM: Yes sir.

MR. SCHERER: Can you possibly bring the contract to us within thirty days so we can review it, to make sure it's actually going through the process? And what's his timeframe, and maybe actually have him come and talk to us?

MR. CRUM: I'm not familiar with him, but if I can do it I will.

MR. KERNEY: Well, you have some sort of paperwork between you and your general contractor, correct?

MR. CRUM: Right, that's not going to be no problem.

MR. KERNEY: Does the paperwork talk about the contract that your general contractor might have, or the agreement with the architect?

MR. CRUM: No.

MR. KERNEY: It does not.

MR. CRUM: No, I spoke with the architect and I let the architect in and he did what he had to do.

MR. KERNEY: Is the architect working for you, or is he working for the general contractor?

MR. CRUM: Working for the contractor.

MR. KERNEY: He is, okay. Do you want to put some stipulations possibly on your motion?

MR. SCHERER: So, the architect is working for the contractor?

MR. CRUM: Right.

MR. SCHERER: Can you get your contractor in here so he can explain it to us next time, within thirty days?

MR. DRUM: Sure.

MR. SCHERER: So the next meeting we can actually, see what he's actually going through the process and making sure he's actually performing with the architect that he has hired.

MR. CRUM: Yes sir.

MR. SCHERER: Did the architect consult with you and ask you what you want to do with the house?

MR. CRUM: He took a look at the house and see what had to be done.

MR. SCHERER: Typically, the architect would come to you and ask you questions about what you want to do with the house, to renovate it. And then he goes up and draws the plans and then the contractor –

MR. CRUM: Well, the architect – he's dealing with the contractor, not with me personally, no. It's Mr. Young's contractor, architect.

MR. HEGUABURO: Wayne, I think Wayne knows.

INSPECTOR STRAWN: I haven't seen the plans that were submitted, but before the next meeting I will review the plans that were submitted. It's not unusual for a permit to be titled incorrectly. It may be a full set of plans that have been submitted, and not just for trusses. Because somebody fills out - whatever it says on that line on the application, is what the clerical staff will put in as the title of the permit. And they may submit reams of paper and full sets of plans, but it says 'repair trusses,' I don't know. But I would look at that, review that and if it isn't complete, discuss that with the architect before the next hearing

MR. SCHERER: I'll make a motion for a thirty-day time extension for you to bring in your set of drawings that you have prepared, and submitted, and to have your architect at the next meeting.

MR. KERNEY: Okay, I have a motion for a thirty-day extension, with the provisions that the next time Mr. Crum comes in front of the Board he will have a copy of the drawings that he has submitted. Is that correct?

MR. CRUM: Yes.

MR. KERNEY: Do I have a second?

MR. MINOR: I second.

MR. KERNEY: A motion and a second, any discussion on the motion?

MR. MADFIS: I have a couple of questions. Is the home any more secure than what it looks like in this picture right now? Wayne, do we know has there been –

INSPECTOR STRAWN: I haven't been by the property recently.

MR. MADFIS: Is there any reason why you couldn't make sure that that property is completely secured in the next?

MR. CRUM: It is. I made sure.

MR. MADFIS: It is. And you'll maintain it that way over the next 30 days.

MR. CRUM: In the last week, I made sure everything was secure but not, put new locks on the door. Make sure all the windows are boarded up, no one have any access to it.

MR. MADFIS: I can't tell if the electric service is wired there or not.

MR. CRUM: No, there's no electric.

MR. MADFIS: Okay, well as long as it's secure.

MR. KERNEY: Are there any other questions on the motion? Seeing none, all those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes, you have thirty days.

MR. CRUM: Okay. Thank you.

[2. Case CE06081398]

[Index](#)

MS. MOHAMMED: Next case, page 5 of your agenda, a new business case. Inspector Wayne Strawn for case number CE06081398, case address, 642 Northwest 15th Avenue, the owner: Denise McClendon. Certified mail sent to Denise McClendon, returned unclaimed. Certified mail sent to GMAC Mortgage Corporation, green card signed 9/30/06, by G. Marciando. Certified mail sent to Corporation Services Company as registered agent for GMAC Mortgage Corp, signed for 9/29/06 by Kim Glover. Last permit issued on this property 12/17/02 for a board-up certificate. We have service by posting the notice of violation on the property and at City Hall.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. The folks are here to ask for a continuance. Since I'm most familiar with this case, I think I can explain some of the particular parts of this to the Board so they understand before you hear testimony with regard to their request for a continuance.

MR. KERNEY: Wayne, being a new case, I think we should read it into the record.

INSPECTOR STRAWN: Alright, very well. I would like to read the 642, which is case 06081398, and at the same time, I want to draw to the Board's attention that the earlier case, CE06081391, identified as 638 Northwest 15th Avenue, has the identical violations. The reason these violations are a repeat is because in actuality there is only one building at 638-642 but it was part of a scheme, a mortgage fraud scheme years ago, where they got, at the property appraiser's office, they divided the property and were able to obtain mortgages, two mortgages are better than one, I guess their philosophy was. So now, we have one building with two owners. One building, with the meter room on the south side of the building, with the eight meters, and with the one sewer connection. And I'm not sure if that's on the north side or the south side, we only have one sewer connection. So, I would like the Board to address both of these cases together, since it is only one building. I was forced to produce two cases because we have two owners, and I wanted to bring all the persons involved here at the same time. So the violations that exist at 638 and 642 Northwest 15th Avenue:

FBC 117.1.1: THE EIGHT UNIT APARTMENT BUILDING IS SUBSTANTIALLY DAMAGED BY THE ELEMENTS, IT IS A FIRE, WINDSTORM AND HEALTH HAZARD AND DOES NOT MEET THE REQUIREMENTS OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

FBC 117.1.2: STRUCTURAL REPAIRS HAVE BEEN DONE WITHOUT OBTAINING THE REQUIRED PERMIT.

FBC 117.2.1.1.1: THE BUILDING IS VACANT, UNGUARDED AND OPEN TO CASUAL ENTRY.

This could be corrected; I didn't go by there today. We're waiting for testimony from the respondents with regard to whether the building has been secured.

FBC 117.2.1.2.1: MANY BUILDING PARTS HAVE FAILED OR ARE LOOSE OR LOOSENING. THESE INCLUDE BUT MAY NOT BE LIMITED TO, CEILINGS (HAVE FALLEN THROUGHOUT THE BUILDING), DOORS, WINDOWS AND THEIR FRAMES, FASCIA AND SOFFIT MATERIAL, ELECTRICAL WIRING AND FIXTURES, PLUMBING PIPES AND FIXTURES, KITCHEN CABINETS AND COUNTERS ALONG WITH INTERIOR WALLS.

FBC 117.2.1.2.2: RAFTERS AND ROOF DECKING ARE DETERIORATED BY THE ELEMENTS. THE ROOFING MATERIAL USED TO PROVIDE WATER SEAL IS MISSING ON THE SOUTH HALF OF THE BUILDING. THIS CONDITION HAS DEVELOPED AND HAS EXISTED FOR A SUFFICIENT TIME TO RESULT IN EXTENSIVE DAMAGE.

FBC 117.2.1.2.3: THE BUILDING IS PARTIALLY DESTROYED BY WATER INTRUSION.

FBC 117.2.1.2.5: THE BUILDING ELECTRICAL SYSTEM HAS BEEN COMPROMISED EXTENSIVELY BY WATER INTRUSION. THE ELECTRICAL SYSTEM WOULD BE A HAZARD IF ENERGIZED.

FBC 117.2.1.2.6: THE SEPTIC TANK AT THE REAR OF THE BUILDING HAS A BROKEN COVER EXPOSING THE CONTENTS.

FBC 117.2.1.3.1: ROOF RAFTERS HAVE BEEN REPAIRED EXTENSIVELY ON THE SOUTH HALF OF THE BUILDING WITHOUT OBTAINING THE REQUIRED PERMITS.

FBC 117.2.1.3.2: THE BUILDING HAS NOT BEEN MAINTAINED ACCORDING TO THE STANDARD OF THE FLORIDA BUILDING CODE. THE BUILDING DOES NOT MEET THE REQUIREMENTS OF THE FORT LAUDERDALE MINIMUM HOUSING CODE.

MS. MOHAMMED: Since Wayne is addressing both cases at the same time, the case on page 3, address: 638 Northwest 15th Avenue, and the case also on page 5, 642 Northwest 15th Avenue, I'd like to read into the record the service requirements for that. Page 3, case address 638 Northwest 15th Avenue, the owner, Beaver Cleaning and Maintenance Corporation, case number CE06081391, Inspector Wayne Strawn. Certified mail sent to Beaver Cleaning and Maintenance Corp., returned unclaimed; certified mail sent to GMAC Mortgage Corp, green card signed for on 9/30/06 by Margie Marciando; and certified mail sent to Ali H. Jaafar, registered agent for Beaver Cleaning and Maintenance Corp., no mail is returned; certified mail sent to Corporation Service Company as registered agent for GMAC Mortgage Corp., signed for on 9/29/06 by Kim Glover. And we also have service by posting this property, posting the notice

of violation at the property and at City Hall. The last permit issued on this property 11/29/05 for a re-roof.

INSPECTOR STRAWN: Did you provide the photographs for 638 as well, to the Board? Okay, they have them all, alright. The City's asking for, if the respondents aren't able to resolve these problems of course, The City's asking for a motion to demolish the property.

MR. KERNEY: Okay, thank you. Before we hear testimony, one question for Counsel, are we okay hearing both of these together?

ASSISTANT CITY ATTORNEY: [redacted] from the City Attorney's office, I think so; it's one building. There's two owners; they're all here. Maybe they can tell you what they're going to do. I imagine that you could say, 'demolish half the building,' I've just seen a picture of it and there's a claim that one half is better than the other. I don't know. But that would be based on what Wayne has to say, if one half is salvageable and the other isn't. But yes, I think we're okay hearing both cases at the same time.

MR. KERNEY: Okay, do we have respondents?

UNKNOWN: Yes.

MR. KERNEY: Come forward, have you all state your name and I do want to ask both sets of respondents, are they okay hearing the case together, and if you would say that into the microphone for the record please.

MR. DAVID: Good afternoon to the Board, my name is Jonathan David and I'm representing the owners of 638 Northwest 15th Avenue, which is Beaver Cleaning.

MR. KERNEY: And you're okay with us hearing –

MR. DAVID: No objection to hearing these all together. In fact, I think it has to be done that way.

MR. KERNEY: Alright, I just try to keep it all legal.

MS. MOYNER: Hi, Dawn Moyner, I'm the real estate broker for GMAC that owns 642 Northwest 15th Avenue.

MR. KERNEY: Okay, great, and you're okay with us hearing both cases?

MS. MOYNER: Yes.

MR. KERNEY: Okay. Whoever would like to go first.

MR. DAVID: Let me start by saying I do have some photos which will explain the situation a little better. It's kind of a "U"-shaped property where – can I approach the Board?

MR. KERNEY: Sure.

MR. DAVID: You can pass these around. The mystery of how one apartment complex got split into two folio numbers and separate legal deeds is beyond me. I'm representing a client who, after a foreclosure, purchased the property from GMAC, half the property, so they own half. So even if there is a demolition, then at the very worst case scenario for our position, I would be begging that you let us fortify the wall that's right at the borderline between the two properties. In terms of my client, they really have taken action. Weekly, they send someone out to make sure it's boarded up. You can see it has been freshly painted and I would like to ask a City representative, I was told that a new roof was put on with a permit, that a permitted roof structure was put on so I don't –

MR. KERNEY: That would be a question for Wayne.

MR. DAVID: Oh, okay. I just want to make sure that what I'm told is being, I mean, what I'm being told is true. But, so my position is that the main issues of water getting in and people being able to enter have been solved. What my clients are now doing is they're in negotiations with GMAC Mortgage to buy the other half. The problem is, it's this big company where everything moves very slowly. It took them months to find out who the actual person, the point person who could authorize this is, and then now, they're, of course, you're trying to deal with a big company that doesn't know how bad the property is and you're trying to give them a realistic price. But we do have an offer on the table, and I think that in a matter of a few weeks, we're going to have a contract, buy out the other half and then once there's a green light, I mean certainly they don't want to put a lot of money into fixing up their half when the other half is going to get torn down.

MR. KERNEY: And what are your client's intentions with the property?

MR. DAVID: To fix it up and to use it, actually to use it as a apartment.

MR. KERNEY: Okay. Does anybody have any questions? Next respondent.

MS. MOYNER: Hi, this property came into our inventory on September –

ASSISTANT CITY ATTORNEY: Please state your name.

MS. MOYNER: I'm sorry. Dawn Moyner, I'm the real estate broker with GMAC. This property was assigned to us on September 19th, we went out there, the property was totally unsecure, the roof, you would look up, you'd see the sky, there was vagrants in there, the roof had fallen in, there was a lot of mold, it was full of trash. What we have done is, we have boarded up the property we've secured the property, we've tarped the roof, we've trashed out the property, we've done the yard, it is on a bi-weekly, bi-monthly service. When I first started looking into the property, it seemed to me that there was something funny going on, so I started pulling the tax rolls, and there's four lots on the property with two owners. There are some deeds there that only have three lots on them. There's some deeds that have two lots on them.

The addresses don't match. So I called GMAC, I said, you have a very big problem here, I think you have a title problem, you need to start looking into this.

Alls we can do at this point is to secure the property. I told them what I thought the property was worth, which I really don't want to say, because we have somebody trying to buy it. They did have an appraiser go in there and the appraiser, I don't think he went inside. The appraisal came back at \$250,000. So now we have a huge corporation up in Connecticut with an appraisal who they think is God, for \$250,000; they are well aware of the condition of the property, they have tons of photos, they've paid over \$4,000 to secure the property. Unfortunately, this whole thing has happened the last couple of days. We just found out about the violations, I believe it was on October 29th, we went by and saw the big pink sheet on there. I went straight over to Wayne's office and said, what's going on here, we need to start resolving this.

The only way I can see it being resolved, because it really should not have been split, it's one parcel. I don't see where they have any choice but to sell it to Beaver Construction. However, you do have two separate legal entities here, you have two separate parcels, so I think it could be argued also that somebody else could buy that other half if they were willing to take on the problems. It makes no sense, I'm just saying, it could happen. At this point, unfortunately, the department at GMAC in Connecticut that was handling it moved to Texas, so the files are in between. I got an email just before I left saying bear with us, I'm trying to take this through upper management, we're trying to get this deal through, but because of the huge corporation, because of what they need to do, I can't say to you right now that they are willing to sell the property at the price offered. I'm hoping they will do it; I'm hoping they may even give a counter offer, but as of right now we do not have that.

MR. KERNEY: So, if I'm hearing you correctly, what you're asking the Board to do is –

MS. MOYNER: Give us some time.

MR. KERNEY: - to hold off on taking action so that this purchase may be resolved.

MS. MOYNER: Right, because otherwise, you're going to condemn the building on us, our half.

MR. KERNEY: Are you the good half or the bad half?

MS. MOYNER: We're the bad half.

MR. KERNEY: Okay.

MS. MOYNER: We're the real bad half. But like I say, it is secure, the roof is tarped. We are watching the property, it is being maintained to the best of our ability. I can't go there ever day and pick up the beer bottles, unfortunately, and we know they're there. But the yard is being done every two weeks, the trash is being picked up and the property is secure.

MR. KERNEY: Wayne, is the City in agreement with that?

INSPECTOR STRAWN: That seems a practical approach. Neither party has what they think they have because you can't simply cut the building in half. There are setback requirements. Not only that, but the eight units in were grandfathered for density. I ran some density figures for the zoning district, and three units on each side is the maximum density, and to spend a lot of money for one unit, it would be easier to remove the inside of the "U" and leave a little duplex on each side, or on one side if the fellow who has the good half wants to save it. But they would have to go through the Building Department, and, of course, all of today's zoning requirements would be in force at that time.

MS. MOYNER: And the subdivision; it would have to subdivide it as well.

INSPECTOR STRAWN: Well, you'd also have to have two sewer connections, and you'd have to have two electrical connections.

MR. KERNEY: Well, as the plumbing contractor on the Board, I don't see that as a bad thing, but –

ASSISTANT CITY ATTORNEY: [redacted] from the City Attorney's Office, one of the problems that we've had with resolving these, the cases that are left over from this big mortgage fraud that happened all over the northwest, is that what we have right now is an illegal subdivision, and there's no way to properly subdivide it because of the setback and the zoning and the landscaping and the plumbing and the driveway and all kinds of other requirements, and so when we have two owners, it creates problems that make it very difficult for the city to even help with the resolution of, and so maybe we'll talk to GMAC and see if we can help convince them that they don't want to be the owner of this property anymore. There's really nothing else that, really, the best way to resolve all these things is to have the property revert to one owner. And we're trying, not just here, but we've got a couple other ones of these.

MR. KERNEY: Does any of the Board members have questions? Would anybody like to make a motion? I think what they're asking for is an extension to try to bring this purchase to fruition.

MS. MOYNER: Am I understanding correctly that if GMAC does agree to sell – and I hope they do - to Beaver Construction, at that point, the property still cannot be eight units? Am I understanding you correctly? You have to take away several of the units?

INSPECTOR STRAWN: No, it's grandfathered in as long as it's untouched. If you try to –

MS. MOYNER: But if we try to – I don't want to go back to them and say, if you still try to sell this to somebody else –

INSPECTOR STRAWN: They don't have four units.

MS. MOYNER: They don't have four units, nor can they put four units back.

INSPECTOR STRAWN: That's correct.

MS. MOYNER: They can only put back –

INSPECTOR STRAWN: Three at the most.

MS. MOYNER: Three units [inaudible] and they still have to do the sewer and everything else. Okay, I just wanted to understand – I just want to understand what I have to tell them.

MR. MADFIS: You might want to check, you might want to verify with Zoning, I believe the property hasn't had service or occupancy for greater than 180 days, it may have lost some of its non-conforming conditions. I'm not sure if that's just commercial property or if it goes for residential as well.

ASSISTANT CITY ATTORNEY: That's a possibility too.

MR. MADFIS: And the licenses for the apartments should be registered with the City as well, and if, they can expire over a period of time as well. So it may, in fact, still have to be retro-fitted to be conforming. In other words, you can still leave the structure there, but turn it into three units, or four units or however many units is allowed.

INSPECTOR STRAWN: Wayne Strawn, City Building, there's a process that you can go before the DRC or whatever and ask to preserve your non-conforming status.

MR. MADFIS: That's true.

INSPECTOR STRAWN: That the owner would want to go through.

MR. MADFIS: They could possibly continue the non-conforming status, true.

MR. KERNEY: I would think the City would want to do whatever possible to make this –

MR. MADFIS: It sounds like it's going to take a little time to find out, but what I would like to make a motion is that we extend it for thirty days. If you come back at that time and tell us about the progress you've made with GMAC and hopefully actually have a contract, negotiations going on or a contract signed at that time, and then we can better direct you after that. So, I'm going to make a motion simply is this, is to extend it thirty days, that they bring back evidence of negotiation with GMAC.

MR. KERNEY: Okay, I have a motion on the floor for a thirty-day extension, at which time the parties will come back and show evidence of continuing negotiation towards resolution. Hold on, I've got to, I've got to ask for a second. Do I have a second on that motion?

MR. SCHERER: I'll second the motion.

MR. KERNEY: Okay, I have a motion and a second, do we have any questions on the motion?

MS. MOYNER: If – and I'm just playing devil's advocate – if they cannot get it together to sell to this other party, what are the ramifications to GMAC? What happens, you just come in and demo the building?

MR. KERNEY: Why don't we dispense with the motion and then we'll discuss that a little further.

MS. MOYNER: Okay.

MR. KERNEY: Okay, so I have a motion and a second, all in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? And the motion passes. I'm sorry, your question again?

MS. MOYNER: I just want to know what I'm going back to tell them in the event they cannot come within the next thirty days, to an agreement with the other party. The next step would be the City would come in and demo their half of the building.

MR. KERNEY: Well, no, at the next –

ASSISTANT CITY ATTORNEY: It would come back to this Board, and the Board would hear the case and make a decision based on whatever circumstances are and based on what the property other half, the owner of the other half wants.

MS. MOYNER: Okay.

MR. KERNEY: And I don't know that this Board is necessarily looking for complete resolution by the time the thirty days expires, but at least progress in the right direction. What we've seen in the past, and I've never seen one of these since I've been sitting on the Board, but things like this, when properties are for sale and they're waiting, they seem to drag on forever. We've had ones that dragged on for over two years, there was a death in the family and so, we just want to make sure it's moving forward.

MS. MOYNER: Okay.

MR. KERNEY: Okay. Well, thank you very much.

[3. Case CE06081280]

[Index](#)

MS. MOHAMMED: Next case, page 1. We don not have any more respondents but we do have service for the following cases. Page 1 is a new business case. Inspector Wayne Strawn for case number CE06081280. Case address: 611 East Evanston Circle. The owner: Sylvan Eversley. Certified mail sent to Mortgage Electronic Registration Systems Inc. in care of CT Corporation System as registered agent, signed for 10/20/06, signature illegible. Certified mail sent to Freemont Investment and Loan Company, in care of CT Corporation System as registered agent, signed for 10/20/06 signature illegible. Certified mail sent to Sylvan Eversley, certified mail returned unclaimed. Certified mail sent to Judith Eversley, certified mail returned unclaimed. Certified mail sent to Jerome Quidato, the green card, certified mail returned unclaimed. Certified mail sent to Mortgage Electronic Registration Systems Inc., signed for by Hawkins, not dated. Certified mail sent to Freemont Investment and Loan Company, it was signed, signature

illegible, not dated. Certified mail sent to CT Corporation System as registered agent for both Freemont Investment and Loan Company & For MERS, green card signed 9/28/06 signature illegible. And we have service by posting the notice of violation at the property and at City Hall.

MR. KERNEY: Wayne?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector with regard to 611 East Evanston Circle. Florida Building Code, the violations that exist are:

FBC 117.1.1: THE SINGLE FAMILY HOUSE HAS BECOME UNSAFE. THE BUILDING IS A FIRE, WINDSTORM AND SANITARY HAZARD. THE BUILDING IS BEING USED ILLEGALLY AS A ROOMING HOUSE AND HAS NOT BEEN APPROVED FOR SUCH USE. THE BUILDING DOES NOT HAVE THE PROPER SANITARY FACILITIES FOR SAFE SEWAGE DISPOSAL. THE BUILDING DOES NOT MEET THE REQUIREMENTS OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE. THE SWIMMING POOL ALSO POSES A SANITARY HAZARD.

Let me correct the building is not, to my knowledge, being used; it's been vacated since this time. So that part of the – although the building alterations have not been resolved.

FBC 117.1.2: THE BUILDING FOOTPRINT HAS BEEN EXPANDED ON THE WEST TO ACCOMMODATE ADDITIONAL LIVING QUARTERS. THE CARPORT AND SCREEN PORCH HAVE BEEN ENCLOSED TO ACCOMMODATE ADDITIONAL LIVING QUARTERS. THE FLOOR PLAN OF THE BUILDING HAS BEEN ALTERED, ELIMINATING THE EXTERIOR DOOR ON THE WEST WHERE THE KITCHEN IS NOW AND CREATING A HALLWAY ON THE NORTH TO FACILITATE THE USE OF THE BUILDING AS A ROOMING HOUSE. WOOD DECKS HAVE ALSO BEEN CONSTRUCTED. THE AFOREMENTIONED ALTERATIONS/EXPANSIONS HAVE BEEN DONE WITHOUT OBTAINING A PERMIT. THE BUILDING HAS BEEN CONVERTED INTO A MULTIPLE LIVING UNIT BUILDING WITHOUT OBTAINING A PERMIT OR A CERTIFICATE OF OCCUPANCY.

FBC 117.2.1.1.3: THE BUILDING DOES NOT HAVE THE PROPER FIRE PROTECTION AS REQUIRED FOR A ROOMING HOUSE, THE REQUIRED FIRE SEPARATION IS NOT PROVIDED.

FBC 117.2.1.2.1: MANY BUILDING PARTS HAVE FAILED OR ARE LOOSE, LOOSENING, OR HANGING LOOSE. THESE PARTS INCLUDE, BUT MAY NOT BE LIMITED TO, ELECTRICAL WIRES AND FIXTURES, PLUMBING PIPES AND FIXTURES, AIR CONDITIONING UNITS, ROOF COMPONENTS, SOFFIT AND FASCIA, KITCHEN CABINETS AND DECKING MATERIAL.

FBC 117.2.1.2.4: THE ROOF PROJECTION OVER THE FRONT DOOR IS SAGGING BECAUSE THE SUPPORT POST HAS BEEN REMOVED. CORRUGATED ROOFING OVER THE WASHER AND DRYER IN THE REAR IS SAGGING DUE TO POOR DESIGN WHICH DOES NOT PROVIDE THE PROPER SUPPORT.

FBC 117.2.1.2.5: THE ELECTRICAL SYSTEM HAS BEEN EXPANDED TO POWER SEVEN AIR CONDITIONING UNITS AND CIRCUITRY HAS BEEN PROVIDED FOR A WASHER AND DRYER RE-LOCATED TO THE REAR OF THE BUILDING. THE UNITS ARE WINDOW AND THROUGH THE WALL TYPE. A DISTRIBUTION PANEL HAS BEEN CONCEALED WITHIN A KITCHEN CABINET IN THE ALTERATION PROCESS. THE ROOMS ARE EQUIPPED WITH HOT PLATES AND OTHER MICROWAVE OVENS. THE ELECTRICAL SERVICE IS THE ORIGINAL 1955 INSTALLATION AND HAS NOT BEEN UPGRADED TO HANDLE INCREASED LOADS.

FBC 117.2.1.2.6: A LARGE HOLE HAS BEEN DUG ADJACENT TO THE BUILDING ON THE NORTH. THIS HOLE PROVIDES A RECEPTACLE FOR THE COMMON TOILET AND SHOWER FACILITIES SERVING THE ROOMS ON THE NORTH SIDE OF THE BUILDING. THE WASTE PIPE DUMPS DIRECTLY INTO IT AND IS COVERED BY A SHEET OF PLYWOOD. THE CONDITION CREATED IS UNSANITARY.

FBC 117.2.1.2.7: THE SWIMMING POOL CONTAINS STAGNANT WATER AND PRESENTS A HEALTH HAZARD.

FBC 117.2.1.2.8: THE BUILDING DOES NOT COMPLY WITH THE REQUIREMENTS OF THE FLORIDA BUILDING CODE FOR USE AS A ROOMING HOUSE. IT IS IN VIOLATION OF THE REQUIREMENTS FOR FIRE-RESISTIVITY, PLUMBING, ELECTRICAL EQUIPMENT, AIR CONDITIONING AND OTHER REQUIREMENTS OF THE CODE.

FBC 117.2.1.3.1: THE BUILDING IS PRESUMED AND DEEMED TO BE UNSAFE FOR THE FOLLOWING REASONS: THE CONVERSION TO MULTIPLE TENANTS WITHOUT A PERMIT OR CERTIFICATE OF OCCUPANCY, THE ALTERATION OF THE BUILDING FLOOR PLAN WITHOUT PERMITS, THE EXTENSIVE EXPANSION AND ALTERATION OF THE ELECTRICAL SYSTEM WITHOUT PERMITS, THE EXTENSIVE EXPANSION AND ALTERATION OF THE PLUMBING SYSTEM WITHOUT PERMITS INCLUDING THE INSTALLATION OF TOILET, SHOWER AND WATER HEATER, AND THE INSTALLATION OF AIR CONDITIONING EQUIPMENT WITHOUT PERMITS.

FBC 117.2.1.3.2: THE ILLEGAL CONVERSION OF THE BUILDING AND THE LACK OF PROPER MAINTENANCE HAS CREATED LIVING CONDITIONS IN VIOLATION OF THE REQUIREMENTS OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE. THE FLOORS, WALLS, DOORS AND WINDOWS ARE NOT IN "GOOD REPAIR" (M.O. 9-280(b)) AS REQUIRED. THE BATHROOM FACILITY SHARED BY THE OCCUPANTS OF THE NORTH ROOMS DOES NOT "AFFORD PRIVACY" (M.O. 9-279(d)(1)) THE LIGHT AND VENTILATION REQUIREMENTS (9-278(b)) ARE NOT PROVIDED. THE PROPER SANITARY FACILITIES ARE NOT PROVIDED AS REQUIRED BY (9-279(e)(f) and (g)).

INSPECTOR STRAWN: It would be possible to save this building if all of the additions and alterations were torn off and a complete remodel plan was brought in to the City. However, someone would have to be willing to do that. It doesn't seem that anyone is. The City is asking for a motion to demolish.

MR. KERNEY: Thank you Wayne. Board, what's your pleasure?

MR. MADFIS: What families, or who's actually occupying this space?

INSPECTOR STRAWN: I believe it's vacant now; I didn't get a chance to go by there today, and I will verify. The persons who were accepting the rent monies were charged criminally, and their case is going through the criminal court now, for allowing people to live under these conditions. And there's a dispute about who owns the property. I spoke to a nice couple who said that they were hoodwinked into buying it by the other folks and evidently there isn't anyone willing to fix it.

MR. MADFIS: I'm ready to make a motion if anybody's –

MR. KERNEY: Sure, we're ready for a motion.

MR. MADFIS: Alright, I'll make a motion to demolish. I move that we find that the violations exist as alleged, and that we order the property owner to demolish the structure within 30 days and that we order the City to demolish the structure should the property owner fail to do, fail to timely demolish.

MR. KERNEY: I have a motion, is there a second?

MR. HEGUABURO: I second.

MR. KERNEY: We have a motion and a second, are there any questions on the motion? Seeing none, all those in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

[4. Case CE06081725]

[Index](#)

MS. MOHAMMED: Next case, page 6 of your agenda, it's a new business case. Inspector Wayne Strawn for case number CE06081725. Case address: 3801 Southwest 12th Court, the owner: Christiana Bank and Trust Company as Trustee of the Sequoia Funding Trust. Certified mail sent to Christiana Bank and Trust Company as Trustee of the Sequoia Funding Trust, signed for 10/16/06 by L. Hill. Last permit issued on this property 11/2/06 for plumbing demolition. And we also have service by posting the notice of violation at the property and at City Hall.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector, with regard to 3801 Southwest 12th Court:

FBC 117.1.1: THE STRUCTURES HAVE DETERIORATED FROM THE ELEMENTS AND HAVE NOT BEEN MAINTAINED ACCORDING TO THE REQUIREMENTS OF THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE. THIS PROPERTY CONTAINS THREE (3) WOOD FRAME BUILDINGS: A MAIN HOUSE, A SEPARATE WEST BUILDING AND A DETACHED GARAGE.

By the way, this notice pertains to all three buildings.

FBC 117.1.2: PERMIT NUMBER 96121071 HAS EXPIRED WITHOUT ANY INSPECTIONS. ANY REPAIRS ATTEMPTED UNDER THE AUSPICES OF THIS PERMIT ARE "PRESUMED AND DEEMED" BY THE CODE TO BE UNSAFE. THIS PERMIT WAS ISSUED TO REPAIR THE BUILDING AND ADDRESS ALL VIOLATIONS PRESENTED TO THE UNSAFE STRUCTURES BOARD (CASE #CE96080781). THE CASE WAS CONSIDERED BY THE UNSAFE STRUCTURES BOARD AT THE HEARINGS OF SEPTEMBER, OCTOBER AND NOVEMBER OF 1996.

I might add that the owner finally obtained his permit to repair after November.

FBC 117.2.1.1.1: THE WEST BUILDING AND THE DETACHED GARAGE BUILDING ARE OPEN AND UNGUARDED.

FBC 117.2.1.1.2: THE DETACHED GARAGE BUILDING IS FULL OF COMBUSTIBLE MATERIALS AND IS UNSAFE.

FBC 117.2.1.2.2: THE MAIN HOUSE FRONT WALL AND SILL PLATE ARE ROTTED AND DETERIORATED. THE WALL STUCCO IS MISSING IN AREAS. THE WEST BUILDING HAS IMPROPER ROOF DECK REPAIRS ON THE EAST SIDE. THE DETACHED GARAGE ROOF AND WALL FRAMING ARE ROTTED AND DETERIORATED.

FBC 117.2.1.2.3: THE MAIN HOUSE ROOF DECK IS PARTIALLY COLLAPSED. THE DETACHED GARAGE BUILDING FRONT WALL AND ROOF FRAMING HAVE PARTIALLY COLLAPSED.

FBC 117.2.1.2.4: THE MAIN HOUSE FRONT WALL AND ROOF DECK ARE BOWED. THE WEST BUILDING EAST EXTERIOR WALL IS BOWED. THE DETACHED GARAGE BUILDING ROOF AND WALLS ARE SAGGING. THIS UNUSUAL SAGGING AND LEANING OUT OF PLUMB OF THE BUILDINGS OR PARTS OF THE BUILDINGS ARE CAUSED BY DETERIORATION OR OVER-STRESSING.

FBC 117.2.1.3.1: PERMITS ISSUED IN THE YEAR 2000 TO REPAIR AND RE-ROOF THE GARAGE (PERMIT NUMBERS 00091466 & 00091469) HAVE EXPIRED WITHOUT HAVING ANY INSPECTIONS. ANY REPAIRS ATTEMPTED UNDER THE AUSPICES OF THESE PERMITS ARE "PRESUMED AND DEEMED" BY THE CODE TO BE UNSAFE.

FBC 117.2.1.3.2: THE BUILDINGS ON THE PROPERTY DO NOT MEET THE MAINTENANCE STANDARD OF THE FLORIDA BUILDING CODE OR THE CODE IN EFFECT AT THE TIME OF CONSTRUCTION. THE BUILDINGS ON THE PROPERTY DO NOT MEET THE STANDARDS OF THE FORT LAUDERDALE MINIMUM HOUSING CODE. THESE BUILDINGS FALL SHORT OF THE REQUIRED STANDARDS BY A WIDE MARGIN.

FBC 117.2.2.1: THE COST TO ALTER OR REPAIR THE BUILDING EXCEEDS 50% OF THE VALUE OF THE BUILDING.

FBC 117.2.2.2: THE COST TO ALTER OR REPAIR THE BUILDING EXCEEDS 33% OF THE STRUCTURAL VALUE OF THE BUILDING.

That was a oversight on my part. The correct reading of .2.2.2 would be to alter or repair the structural aspects of the building exceeds 33% of the structural value of the building. The City is asking for a motion to demolish.

MR. KERNEY: Thank you, Wayne. Board, I don't know if everybody agrees, I don't think these are right pictures. Can you – these look like a commercial property. Is that the one we were just talking about?

INSPECTOR STRAWN: These aren't the right pictures.

MR. KERNEY: I believe the [inaudible] description was sufficient enough. Any respondent? Board, what's your pleasure?

MR. SCHERER: This has been open for ten years, did you say?

INSPECTOR STRAWN: The, I myself took it before the Board in 1996. And it was owned by James Ball, and I never was successful in knocking down any of his structures; he always got permits. Unfortunately, I was transferred out of that area and he had the permits expire.

MR. MADFIS: It's a small town.

MR. SCHERER: I'll make a motion, I move that we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days, and that we order the City to demolish the structure should the property owner fail to timely demolish.

MR. MADFIS: I'll second that.

MR. KERNEY: I have a motion and a second, is there any discussion on the motion? Seeing none, all those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

INSPECTOR STRAWN: Thank you Board.

MR. KERNEY: Thank you.

[5. Case CE06082026]

[Index](#)

MS. MOHAMMED: Next case, page 8 of your agenda. Inspector Wayne Strawn for case number CE06082026. Case address: 2501 Northwest 20th Street, the owner: Hazel Taylor. Certified mail sent to Hazel Taylor, returned unclaimed. Certified mail sent to Richard Taylor, in care of Hazel Taylor, certified mail returned unclaimed. Certified mail sent to Raymond Savignac as Co-Trustee for GCC Home Equity Trust 1990-1, certified mail returned unclaimed. Certified mail sent to Broward County, a Political Subdivision of the State of Florida, the certified mail returned unclaimed. Certified mail sent to Chemical Bank as trustee for the GCC Home Equity Trust 1990-1, certified mail returned, attempted, not known. Certified mail sent to Broward Board of County Commissioners, certified mail returned unknown. We have service by posting the notice of violation at the property, by advertising, and also posting the notice at City Hall.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector, do those photos look like the single-family house?

MR. KERNEY: Yes.

INSPECTOR STRAWN: Wayne Strawn, Florida Building Code, 2501 Northwest 20th Street. The violations that exist would be:

FBC 117.1.1: THE SINGLE FAMILY RESIDENTIAL BUILDING HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS. THE BUILDING HAS BECOME A WINDSTORM HAZARD AND

FIRE HAZARD AND DOES NOT COMPLY WITH THE PROVISIONS OF THE FORT LAUDERDALE MINIMUM HOUSING CODE.

FBC 117.2.1.2.1: MANY BUILDING PARTS HAVE FAILED, ARE HANGING LOOSE OR LOOSENING. THE PARTS INCLUDE, BUT MAY NOT BE LIMITED TO ROOFING MATERIAL, CEILINGS, SOFFIT AND FASCIA, DOORS, WINDOWS AND THEIR FRAMES, ALONG WITH WIRING AND ELECTRICAL FIXTURES.

FBC 117.2.1.2.2: THE RAFTERS AND ROOF DECK ARE SEVERELY DETERIORATED BY THE ELEMENTS. THE RAFTERS AND ROOF DECK HAVE FAILED IN SEVERAL AREAS.

FBC 117.2.1.2.4: THE ROOF HAS COLLAPSED INTO THE BUILDING IN SEVERAL AREAS. THE ROOF SAGS INTO THE AREAS OF FAILURE. LACK OF MAINTENANCE OVER THE YEARS HAS RESULTED IN SEVERE DETERIORATION.

FBC 117.2.1.2.5: THE ELECTRICAL SYSTEM HAS BEEN COMPROMISED BY WATER INTRUSION OVER MANY YEARS. THE SYSTEM PRESENTS A HAZARD IN VIOLATION OF THE STANDARD OF THE FLORIDA BUILDING CODE.

FBC 117.2.1.3.2: THE BUILDING NO LONGER COMPLIES WITH THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

FBC 117.2.2.1: THE COST TO REPAIR OR REPLACE THE BUILDING EXCEEDS 50% OF THE VALUE OF THE BUILDING.

FBC 117.2.2.3: THE COST TO REPAIR OR REPLACE THE STRUCTURAL ELEMENTS OF THE BUILDING EXCEED 33% OF THE STRUCTURAL VALUE OF THE BUILDING.

FBC 117.2.2.4 JUST GIVES THE EXEMPTIONS TO THE PERCENTAGE CRITERIA FOR DEMOLITION.

INSPECTOR STRAWN: The City would like to get a motion to demolish, please.

MR. KERNEY: Board, what's your pleasure?

MR. MADFIS: I'll make a motion, I'll read the motion here. I move that we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days, and that we order the City to demolish the structure should the property owner fail to timely demolish.

MR. KERNEY: I have a motion, is there a second?

MR. MINOR: I'll second.

MR. KERNEY: A motion and a second. Is there any discussion on the motion? Seeing none, all those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

INSPECTOR STRAWN: Thank you Board.

[6. Case CE06082056]

[Index](#)

MS. MOHAMMED: Next case, page 9 of your agenda, it's a new business case. Inspector Wayne Strawn for case number CE06082056. Case address: 150 Northwest 68th Street, the site address is 175 Northwest 68th Street. The land owner is Pan American Corp., the mobile home owner is Roberto Mendoza. Certified mail sent to Roberto Mendoza, signed 10/27/06 by Roberto Mendoza; certified mail sent to Pan American Corporation, signed for 10/11/06 by S. Bates; certified mail sent to Frank W. Cox Jr. signed for 10/11/06 by S. Bates; certified mail sent to Southeastern Mobile Homes Inc, signed for 10/11/06 by S. Bates.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector, with regard to 175 Northwest 68th Street, it's a mobile home located in Pan American Corporation Mobile Home Park. The violations that exist on the property are:

FBC 117.1.1: THE SINGLE FAMILY MOBILE HOME IS A FIRE AND WINDSTORM HAZARD AND DOES NOT MEET THE STANDARD OF THE FORT LAUDERDALE MINIMUM HOUSING CODE. THE ELECTRICAL SYSTEM HAS BEEN COMPROMISED BY ALTERATIONS AND IS "PRESUMED AND DEEMED TO BE UNSAFE".

FBC 117.1.2: A LARGE ADDITION HAS BEEN CONSTRUCTED ON THE WEST SIDE OF THE MOBILE HOME. THE ADDITION EXPANDS THE FLOOR AREA OF THE HOME BY APPROXIMATELY 100%. NO PERMIT HAS BEEN ISSUED FOR THE ADDITION. THE ALTERATIONS/ADDITION ARE "PRESUMED AND DEEMED" BY THE CODE TO BE UNSAFE. THE DESIGN, METHODS OF CONSTRUCTION AND MATERIALS USED DO NOT COMPLY WITH THE CODE REQUIREMENTS REGARDING UPLIFT AND GRAVITY LOADS.

FBC 117.2.1.3.1: AIR CONDITIONING EQUIPMENT AND LAUNDRY FACILITIES HAVE BEEN INSTALLED IN THE ADDITION ON THE WEST ALONG WITH ELECTRICAL CIRCUITS TO POWER SUCH WITHOUT OBTAINING PERMITS. THE CIRCUITRY HAS NOT, THEREFORE, BEEN INSPECTED AND IS "DEEMED" BY THE CODE TO BE UNSAFE.

FBC 117.2.1.3.2 THE ADDITION ON THE WEST OF THE MOBILE HOME IS BEING OCCUPIED ILLEGALLY. NO CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED. THE MOBILE HOME AND THE ADDITION ON THE WEST SIDE DO NOT COMPLY WITH THE REQUIREMENTS OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE. THE VIOLATIONS INCLUDE, BUT ARE NOT LIMITED TO, DEFICIENCIES IN THE REQUIRED LIGHT, PROPER PLUMBING CONNECTIONS AND GREY WATER DISPOSAL, ALONG WITH ELECTRICAL REQUIREMENTS.

INSPECTOR STRAWN: I first observed them actually building the addition, I think there may be, in your photographs, the photographs of the stop work order, which was ignored, and the structure was completed. So the City is asking for a motion to demolish.

MR. KERNEY: Board, what's your pleasure?

MR. SCHERER: Is there anybody living in this?

INSPECTOR STRAWN: Yes, as far as I know. I haven't been by there recently, but as far as I know, it is occupied.

MR. MADFIS: Wayne, what's the difference between this and the rooming house in terms of the owner's responsibility. You mentioned that the owners of that supposed rooming house were, had criminal liability?

INSPECTOR STRAWN: Yes, the, all minimum housing code requirements are municipal ordinances and can be enforced criminally. They are misdemeanors in the criminal code. But in the case of the rooming house, of course, we had victims. People were accepting pay, accepting rent money for them to live in those conditions. In many of the other cases where people are actually victimizing themselves, it's not a good criminal case.

MR. MADFIS: Okay, thank you for the clarification.

MR. KERNEY: Are there any other questions? Would someone like to make a motion? Anyone.

MR. MADFIS: I'll go ahead. I think we're really protecting the people who may be subjecting themselves to a dangerous condition in there by moving this motion. I move that we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days, and that we order the City to demolish the structure should the property owner fail timely to demolish.

MR. KERNEY: I have a motion, do I have a second?

MR. SCHERER: I'll second.

MR. KERNEY: Motion and a second. Any discussion on the motion? Seeing none, all those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

MS. MOHAMMED: That concludes today's agenda sir; we have no board-ups.

MR. KERNEY: Okay. Is there any other inspectors that work for the City other than Wayne? Didn't we used to have three or four?

[Meeting concluded at 4:00]

FARIDA MOHAMMED, BOARD CLERK

PATRICK KERNEY, ACTING CHAIRPERSON

Unsafe Structures Board

November 16, 2006

Page 24

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held November 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 29 day of November, 2006.

ProtoTYPE, INC.

JAMIE OPPERLEE

Recording Clerk

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

DATED this _____ day of November 2006.

NOTARY PUBLIC

State of Florida at Large

Notarial Seal: