

**City of Fort Lauderdale  
UNSAFE STRUCTURES BOARD  
Thursday, December 21, 2006 at 3:00 p.m.  
City Commission Meeting Room - City Hall**

<b>Board Member</b>	<b>Attendance</b>	<b>Cumulative 1/1/06 to 12/31/06</b>	
		<b>Present</b>	<b>Absent</b>
Chris Bellissimo	A	8	3
Olivia Charlton	P	9	3
Hector Haguaburo	P	9	3
Patrick Kerney, Chair	P	10	2
Michael Madfis	A	10	2
Charles Minor	P	8	4
John Scherer	P	11	1

**City Staff**

Eve Bazer, Code Enforcement  
Yvette Ketor, Board Secretary  
Assistant City Attorney  
Wayne Strawn, City Building Inspector  
Lin Bradley, Code Enforcement Supervisor  
Jamie Opperlee, Recording Clerk

**Guests**

CE06050460: Gloria Burnell; Doris Peterson  
CE06011118: Bobby Young  
CE05011052: Abraham Tuchman  
CE06090278: Walter Morgan, owner, Kevin Leonard, contractor  
CE06091892: Joshua Goelhor  
CE06070120: Harry Denis  
CE06091255: Henry Vachon

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<u>Case</u>	<u>Respondent</u>	<u>Page</u>
1. CE06090278	Walter & Kathleen Morgan	<a href="#">2</a>
Disposition:	90-day extension to March 15, 2007, respondent must appear at that hearing if issues are not resolved. Unanimously approved.	
2. CE06050460	Gloria Burnell	<a href="#">6</a>
Disposition:	30 days to demolish the property or the City will demolish. Approved unanimously.	
3. CE06070120	Harry & Marie Denis	<a href="#">16</a>
Disposition:	30-day extension. Unanimously approved.	
4. CE06091892	REO Asset Management	<a href="#">18</a>
Disposition:	30-day extension, respondent must appear at next hearing with documentation from an engineer/architect. Unanimously approved.	

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5. CE06091255 Pan American Corp, Henry Vachon [22](#)  
Disposition: 90-day extension to remove illegal structures. Unanimously approved
6. CE05011052 Luma Properties Inc. [27](#)  
Disposition: 30-day extension. Approved unanimously.
7. CE06011118 Charles Crum [28](#)  
Disposition: Extension to February 15, 2007. Unanimously approved.
8. CE06051258 Ernie Knott [29](#)  
Disposition: 30 days to demolish the property or the City will demolish. Approved unanimously.
9. CE06081391, GMAC Mortgage Corp [31](#)  
CE06081398  
Disposition: 30-day extension, the respondent to return at the January 2007 hearing with proof of a deal with GMAC. Unanimously approved.
10. CE06082327, Trails Pointe LLC [32](#)  
CE06082328  
Disposition: 30 days to demolish the property or the City will demolish. Approved unanimously.
11. CE06082406 Holman Automotive Inc. [33](#)  
Disposition: 30 days to demolish the property or the City will demolish. Approved unanimously.

The regular meeting of the Unsafe Structures Board convened at 3:22 p.m. on Thursday, December 21, 2006, at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

MR. KERNEY: The first thing we need to do since we're without a Chairman is elect, we need a motion for a Chairman.

MR. MINOR: I make a motion that Patrick be the Chairman for this meeting.

MR. SCHERER: [seconded the motion]

MR. KERNEY: Okay, I have a motion and a second. All in favor?

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? The ayes have it. First case please.

[Swearing in]

**[1. Case CE06090278]**

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MS. BAZER: Please turn to page 3 of your agenda, the bottom of the page. The inspector is Mohammed Malik. This is case CE06090278 at 2240 Northeast 15<sup>th</sup> Court, Walter L. and Kathleen A. Morgan are the owners. On 12/8/06 they applied for a permit to cap off fixtures for interior demolition. The green cards for the certified mail are in the file and as noted on the agenda.

MR. KERNEY: This is a new case?

INSPECTOR MALIK: Yes Board.

MR. KERNEY: Would you read it into the record for us please?

INSPECTOR MALIK: Good afternoon Board, Mohammed Malik Building Inspector with the City of Fort Lauderdale for case number CE06090278, the property address is 2240 Northeast 15th Court, and the violations are - first I would like to tell you, I would like to amend the notice of violation. There is a small mistake in the second one, should I read the second one first or should I go in order and amended the - go in order? Okay. The first violation is:

FBC 117.1.1

THE STRUCTURE HAS DETERIORATED FROM THE ELEMENTS AND HAS NOT BEEN MAINTAINED ACCORDING TO THE REQUIREMENTS OF THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

The second one, which I would like to amend, is:

FBC 117.1.2

A. PERMIT # 05100681 WAS APPLIED ON 10/07/2005 FOR INTERIOR DEMO AND WAS NEVER ISSUED  
B. INSTALLED TWO(2) TIKI-HUTS WITHOUT PERMITS.

The third one is:

FBC 117.2.1.2.2

THE ROOF/TRUSS HAS DETERIORATED DUE TO EXPOSURE TO THE ELEMENTS. THERE ARE HOLES IN THE ROOF AT VARIOUS PLACES. THE ENTRANCE SOFFIT CEILING IS WET. THE INTERIOR WALLS AND THE COVERING ARE DESTROYED BY THE EXPOSURE TO THE ELEMENTS AND WOOD FLOORS, TRUSSES ARE ALL WET. WATER IS STANDING ON THE FLOOR.

FBC 117.2.1.1.1

THE HOUSE IS VACANT, UNGUARDED AND OPEN AT DOORS AND WINDOWS. THE FRONT DOOR IS OPEN AND THE BAY WINDOW GLASS IS BROKEN.

At this time, this one is in compliance. I visited the house with the contractor or the other day.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN COMPROMISED BY WATER INTRUSION AND WOULD BE HAZARDOUS IF

ENERGIZED.

FBC 117.2.1.2.6

THE TOILET AND BATHROOM ARE PARTIALLY REMOVED.  
THE INTERIOR OF THE HOUSE HAS FECES AND MOLD, AND  
WATER STANDING ON FLOOR CREATING A BREEDING GROUND  
FOR MOSQUITOES.

Out of this, the interior of the house has feces and mold and water standing on the floor has - I visited the house on Tuesday and that was cleared. I don't know what happened after the rain.

FBC 117.2.1.2.3

THE BUILDING IS PARTIALLY DESTROYED DUE TO THE  
WATER COMING FROM THE ROOF. THERE IS A HOLE  
BETWEEN EXTERIOR WALL AND THE ROOF INTERSECTION ON  
THE EAST SIDE OF THE HOUSE.

FBC 117.2.1.2.7

SWIMMING POOL HAS STAGNANT, BLACK WATER THAT IS  
UNSANITARY AND DANGEROUS TO HUMAN LIFE.

At this time, this is in compliance. The pool was clean and it has good water in it when I visited on Tuesday.

I would like - the owner is here, I would like to let him talk to you. The contractor is here, then [inaudible]

MR. KERNEY: Okay, if you gentlemen would both state your name please.

MR. MORGAN: I'm Walter Morgan, one of the owners.

MR. LEONARD: I'm Kevin Leonard, Atlantic Construction and Development. I was not the original contractor applying for the demo permit.

MR. KERNEY: Okay, and I see you have a set of plans with you, I'm assuming you're going to renovate this property.

MR. MORGAN: Yes, before Mr. Leonard addresses each one of the conditions that has not been stated as being in compliance, because we would like to state our position, we think that it is currently in compliance in terms of it's no longer unsafe. But I just wanted to give you some preliminary. This permit was applied for by a contractor that I hired back in, right after hurricane Katrina, when the roof was first opened up from that storm, and we went in, I paid a roofer, they put a temporary roof on the week after Katrina, we went in to demo the wet walls with his application. He did demo some of the walls and then immediately following December, I mean, October 7<sup>th</sup> as you know, Wilma came, took off the temporary roof that was put on, took off more of the old roof. And then we ended up in a whole big mess with the insurance company and they just settled with us the end of October of this fall. And so that's when I started dealing with Mr. Leonard and looking at doing the renovations. We didn't have any money from the insurance company, it was a big mess as you can, may understand. And so, the unsafe

conditions have all been cleaned, and he can address each of these other points better than I, I think.

MR. LEONARD: Thank you, I should mention to you that I reapplied for the demo permit under a change of contractor and the permit is ready to be picked up. The structure deteriorating from the elements, it did, there is no question about it, but all the dry wall has been removed. And it's a wood frame building as opposed to metal studs. The studs are all in very good condition. We've had an engineer check both the trusses and the studs and I have a letter from him that they are not unsafe. We're simply going to re-roof the building. There is some minor repair that has to be made to the trusses, truss ends, and two different locations, and we've got a drawing, again, from an engineer on the repair of that.

The part of the material that's dangling is some soffit that was blown off by Wilma and it's soffit material and we're going to be removing that and re-framing it. The roof, the property does leak, but the issue really it's not unlike if you were doing new construction. You don't have a roof on there so even through the joints you you're going to get water. The entire house, everything has been removed, all the dry wall, the insulation. We have, I have permits from the interior contractors for the completion, it's going to be built back as it was. I also have drawings prepared by the original architect Faulkinger and Snyder, which we'll be submitting next week for the reconstruction. There really are no, there really are no major issues, it's even been pressure cleaned on the inside. The only issue is that when it does rain at the moment until we get the permit, you get some standing water on the interior. There is no mold, the electrical system power is shut off, all the devices have been removed. We have just Romex there, so there's nothing that's going to happen to that.

MR. HEGUABURO: You mentioned that you're ready to pick up a permit for demolition.

MR. LEONARD: Yes.

MR. HEGUABURO: When are you going to be ready to pick up a permit to –

MR. LEONARD: I just found out when we met the other day that it was ready. I didn't get a card back from the City, or a phone call telling me it was ready. We had applied for it last week. They did it in two days, which is fabulous. So I'm going to pick it up, if time, this afternoon – [inaudible] tomorrow morning.

MR. HEGUABURO: You submitted a permit for renovation already or –

MR. LEONARD: No, I just got the drawings back, and I got the engineering letter, so I'm submitting next week for a permit to reconstruct the residence as it was originally. I have sealed drawings, etcetera, from Faulkinger and Snyder. As I said, they were the original contractor on the house.

MR. KERNEY: The demo permit, are you going to demo the tiki huts at that time as well?

MR. LEONARD: No, I've got, McGlaughlin Engineering is doing a survey to determine where they are, whether they're both located in the proper location, and it was our impression from when they were built that no permit was required because they were built by the Seminoles. I believe Malik told me it's true for one but not for two, so we're surveying them to determine whether anything's in a setback or in the wrong location and we'll go for permit after the fact on one of them.

MR. KERNEY: Okay, what would you like this Board to do, give you an extension so that you can apply for the proper permits, because that's the only way gets taken away from us.

MR. MORGAN: Yes. We are going in for the renovation and we'd like 120 days to complete the renovations.

MR. KERNEY: To complete the renovations, okay.

MR. MORGAN: Yes.

MR. LEONARD: I don't know how long the permit process will take on that. I don't know how long that permit process is going to take, we're going in for just as it was –

MR. KERNEY: Once you apply for it and you pull the permit, then it gets taken away from us, then it's no longer an issue for us. So what do you anticipate you'll need as far as getting the plans through the permitting process?

MR. MORGAN: Sixty days.

MR. KERNEY: Okay.

MR. MORGAN: Is that 60 or is it 90 you'd need these days for a, to get a permit issued?

MR. KERNEY: It's still a crap shoot.

MR. MORGAN: Could we have 90 days to get the permits issued then?

MR. KERNEY: Does anybody from the Board have any more questions? Would anybody like to make a motion?

MR. MINOR: I'd make a motion that we give them 90 day's continuance and at which time they can come back and report to the Board if it's not been, permit's not been issued. Continuance until the meeting of March 15, which is scheduled as of this date.

MR. SCHERER: Second.

MR. KERNEY: I have a motion and the second. Any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed?

MR. MORGAN: Thank you very much.

**[2. Case CE06050460]**

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MS. BAZER: Page 1 of your agenda, the first case. Wayne Strawn is the inspector. This is case CE06050460, at 2317 Northwest 6<sup>th</sup> Street, Gloria Burnell is the owner. On 4/6/04 they applied for a permit to re-roof. The certified mail green cards and information are in the case file and on the agenda.

MR. KERNEY: What was the page number?

MS. BAZER: One.

INSPECTOR STRAWN: Good afternoon Board, Wayne Strawn, City building inspector, with regard to 2317 Northwest 6th Street.

FBC 117.1.1 is the first violation in a list of violations with regard to the property.  
THE BUILDING HAS BEEN SUBSTANTIALLY DAMAGED BY WINDSTORM AND BY THE ELEMENTS. THE BUILDING IS A FIRE HAZARD AND A WINDSTORM HAZARD AND DOES NOT MEET THE MAINTENANCE STANDARD OF THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

FBC 117.1.2  
THE BUILDING HAS BEEN ENLARGED BY THE CONSTRUCTION OF LARGE ADDITIONS ATTACHED ON THE NORTH. THE ALTERATIONS AND ENLARGEMENT OF THE FOOTPRINT OF THE BUILDING WERE DONE WITHOUT OBTAINING PERMITS. NO CERTIFICATE OF OCCUPANCY WAS ISSUED. THE WORK DONE WITHOUT PERMITS MAKES UP ABOUT TWO THIRDS OF THE FLOOR AREA OF THE BUILDING AND IS "DEEMED" BY THE CODE TO BE UNSAFE.

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

Let me comment on that. I went by the property today and there was a crew boarding up the property. I don't know whether they succeeded and finished with the securing of the building, but they do not have a board-up permit, I didn't stop them however, since the building is a hazard unsecured.

FBC 117.2.1.1.2  
THERE IS AN UNWARRANTED ACCUMULATION OF DEBRIS AND COMBUSTIBLE MATERIAL INSIDE THE BUILDING.

I also noted that a huge pile of debris was out in the parking lot, parking area, that had been removed from the building. So this is also not as serious a problem.

FBC 117.2.1.1.3

THE WINDOWS HAVE BEEN COMPROMISED AS A MEANS OF EMERGENCY ESCAPE BY THE INSTALLATION OF BURGLAR BARS.

FBC 117.2.1.2.1

MANY BUILDING PARTS ARE LOOSE, LOOSENING, HANGING LOOSE OR HAVE FAILED INCLUDING BUT NOT LIMITED TO: DOORS AND THEIR FRAMES, FACIA, SOFFITS AND CEILINGS ALONG WITH ROOFING MATERIAL.

FBC 117.2.1.2.2

THE ROOF TRUSSES AND RAFTER EXTENSIONS OVER THE PORCH ARE DETERIORATED DUE TO EXPOSURE TO THE WEATHER. FRONT PORCH COLUMNS ARE RUSTED AND NOT SECURED AT THEIR BASE.

One of these porch columns is now missing.

FBC 117.2.1.2.3

THE BUILDING HAS BEEN DAMAGED BY MOST RECENT HURRICANES. ROOFING MATERIAL AND ROOF DECKING WERE BLOWN OFF, AND AREAS OF THE CEILING HAVE FALLEN.

FBC 117.2.1.2.4

THE SUPPORT BEAM FOR THE PORCH ON THE WEST SIDE OF THE BUILDING IS SAGGING DUE TO POOR DESIGN, DETERIORATION AND OVERSTRESSING.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN EXPOSED TO WATER INTRUSION AND THE SUPPORT CABLE FOR THE SERVICE DROP IS PARTIALLY PULLED OFF THE BUILDING.

FBC 117.2.1.3.1

THE BUILDING HAS BEEN EXPANDED IN SIZE BY THE CONSTRUCTION OF ADDITIONS ON THE NORTH OF THE ORIGINAL HOUSE. NO PERMITS FOR THIS CONSTRUCTION OR THE ELECTRICAL, PLUMBING OR MECHANICAL SYSTEMS ARE ON FILE. NO RECORD OF INSPECTIONS OF THIS WORK IS ON FILE. THE EXPANSION OF THE BUILDING COMPRISES MORE THAN TWO THIRDS OF THE EXISTING FOOTPRINT OF THE BUILDING. NO CERTIFICATE OF OCCUPANCY IS ON FILE AND THE EXPANSION IS "PRESUMED" AND "DEEMED" BY THE CODE TO BE UNSAFE.

Further note on that last violation, the corporate limit is the west property line. So, I even went to the County looking for permits thinking that perhaps someone had, because it's right on the property, on the division between the County and the City, that they had made a mistake. I couldn't find any County permits either. The City is asking for motion to demolish, the lady who owns the property is present today.

MR. KERNEY: Thank you. Would you both state your name, please.

MS. BURNELL: My name is Gloria Burnell.

MS. PETERSON: My name is Doris Peterson.

MR. KERNEY: Thank you. And your relationship to the property?

MS. BURNELL: My relationship to the property is I own the property. She's the mortgage holder.

MR. KERNEY: Okay.

MS. BURNELL: As far as securing the property, we had no choice but to secure it without the permit. We were going, we have applications for the permit, all permits that's necessary. I also made contact with a engineer, architecture, architect and a general contractor, a Mr. William McKenzie, who has gone to the building, observed the building, and is looking at the building now to draw up plans and to try to provide the necessary requirements and permits needed to bring the two thirds of the building up to code that was not up to code. When I purchased the property, a statement was signed that all of the building was indeed under the foreclosure act, not foreclosure, what you call it where you are supposed to tell people everything that's wrong with the building?

BOARD MEMBER: Disclosure.

MS. BURNELL: Disclosure, under the disclosure act, the person that sold me the building signed it stating that the building was up to code, that there were no violation of building codes, neither Florida State or City. So if two thirds of it was in violation, which I have found that it, and I went looking for permits too after I was informed by the Building Inspector that there were no permits for two thirds of the building. So, what I have to do is bring two thirds of it and it has to be inspected by an engineer, a architect and plans have to be drawn up for the building and then try to get a building permit for it, see if we can get it past building permit. We also need a plumber, licensed plumber and electrician to go through building.

MR. SCHERER: How long have you owned the property?

MS. BURNELL: For almost two years. Wilma did the damage to the roof to the front part of it, and that part has to be repaired. But the person, Mr. McKenzie is also a roofing contractor and a general contractor and they're looking at the truss and all of the structural parts. So that, to make sure, but so far two engineers have looked at the truss and interior and did not find that it was compromised, other than rot out on the outside of the fascia area and the beams that's over the porch.

MR. KERNEY: When was the, do you know when the additions were put on?

MS. BURNELL: Beg pardon?

MR. KERNEY: Do you know when the additions were put on?

MS. BURNELL: I have no idea when it was put on. We looked for it, we looked for dates when it was put on. We tried to find as much information as we could, we could not. The thing is that it was purchased under the assumption and with a signed statement saying that the whole thing was under the disclosure act of the state of Florida.

MR. KERNEY: Unfortunately, it's incumbent upon the buyer to go down to the City and check the records and make sure –

MS. BURNELL: We did. I have title insurance.

MR. KERNEY: And you couldn't –

MS. BURNELL: The title insurance, they did a search. We did a search. There was nothing to say, but that part of the building was not. We asked for it and you've got to understand -

MR. SCHERER: Did you get a survey?

MS. BURNELL: - the only thing we can do is, that is why there's a disclosure act in the law.

MR. KERNEY: Yes, so that you can go back after the people that sold it to you.

MS. BURNELL: That's right, so you can go back after them, who's the person who sold it to you, because there's no way you can guarantee that –

ASSISTANT CITY ATTORNEY: Excuse me, I didn't mean to interrupt, but I have the warranty deed, it was recorded. The book number is 33608, page 1997 and it was recorded on August 9, 2002 for this property, so the –

MS. BURNELL: 1997, that I purchased it?

ASSISTANT CITY ATTORNEY: August 9, 2002.

MS. BURNELL: Okay, yes.

ASSISTANT CITY ATTORNEY: So, it's not two and a half years. It's four and a half years.

MR. KERNEY: Let me just kind of, with my limited knowledge, explain the problems that you're going to run into. You're going to have to go back and permit those additions.

MS. BURNELL: Right, I know that.

MR. KERNEY: They're going to have to be permitted at today's building code, and it is extremely rare that you're going to find that these additions there were put on many years ago even come close to meeting the current building code as far as footer sizes and things of that nature. So I seriously doubt your ability to be able to prove to the City that it meets the current code. There's a better than average chance it won't, so you're probably going to end up in a

position where you're tearing those additions off anyway and putting them back on per current building code.

MS. BURNELL: Okay, but before I do, before that happens, I would like to make sure that they don't meet present code, and I'm asking for 90 days so I can get the engineers and architects and everybody in there to do a plan and look at it structurally to make sure that it meets code or it don't meet code.

MR. KERNEY: Okay.

MR. SCHERER: What was the property being used for?

MS. BURNELL: I have no idea what was used for before I bought it. It was vacant when I bought it and it was, you know –

MR. SCHERER: What have you used it for for the past five years?

MS. PETERSON: It was a nursing home. I'm sorry, again, my name is Doris. My father was the owner of the property, Oliver Cargil, who is now a nursing home. He sold the property to Miss Gloria. Right now, no payment has been made on it, which is a different a whole different - so we are in the process of foreclosing on the property. So we have two problems here. Okay, so the property was sold to her, it was destroyed by the hurricane.

MR. SCHERER: So it's a vacant though?

MS. PETERSON: I'm sorry?

MR. SCHERER: Vacant [inaudible]?

MS. PETERSON: It is vacant right now. So my sister and I are in the process now of foreclosing on the property. So we have two problems here, so we do need an extension to try and iron it out.

MR. KERNEY: Let me interrupt you for one second. It appears the City has additional testimony they want to give.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. We realize this is kind of complicated now because of the foreclosure issue, however, it's been a terrible eyesore. Hurricane Wilma, which destroyed the front third of the building, which was the original single-family house. It requires extensive repair now structurally, let alone the two thirds in the rear which we have no documentation of permits on. And 14 months have passed and up until today no effort has been forthcoming to resolve the issues of the front of the building being torn apart, and its open and abandoned condition and the terrible situation that exists. The City is asking for a motion to demolish. And that would resolve the issues with regard to the life safety issues. The rear of the building appears to have been some sort of a facility, perhaps a nursing home? Right. And I was unable to figure out how it was constructed, that we don't have any records. There's a large bathroom that was for men and women, two different sections in the hallway.

There's what appears to have been a large kitchen at one time? Right. So it was some sort of a facility. However, whatever the, whoever ends up owning it has to have some kind of a plan on what they want to do with the building. It doesn't have a viable floor plan as a single-family house anymore. So in order to be utilized they'd have to come up with some way to utilize it.

MR. KERNEY: Is a nursing home allowed in that particular neighborhood?

MS. BURNELL: No. It's not. And that's one of the reasons it was originally abandoned in the first place. It's viable and usable, and I don't think the front damage is as extensive as the inspector believes it is. I think it's mostly cosmetic damage –

MR. SCHERER: I've got a question. You've had 14 months to get this thing fixed since - since 6/29 I guess, when you were first notified about this. Why haven't you gotten a contract with an architect or a structural engineer?

MS. BURNELL: The first contractor that went out there, they broke into his car, they robbed him. So I had to get another one. Let's be real honest, a lot of the problems with the building has to do with the area and vandalization as well as hurricane damage. The City does not protect the properties. So we run, and when we send somebody out there to work on the property they have to worry about having guards present to protect their property, and that's been a constant issue with all the properties along that area when we send somebody out. There's been numerous robberies. I've been robbed. That's part of the issue.

The issue is that the front of the property, since we are in this foreclosure thing, because I feel like I was cheated. Two thirds of the property that are bought I can't use okay, and it was being repaired and all before this time it had been repaired, the front, it looks pretty decent. It was maintained pretty well. Now the City is saying that it looks so bad in the front, I'm sorry that's not true. It looks no worse than a lot of city buildings looked after Wilma finished with it with them. It looks no worse than the school board building after Wilma, it looks a lot better than the school board building did. It looks no worse than the courthouse did when Wilma finished with it, okay? But unfortunately, unlike them, I don't have unlimited funds with taxpayers' money to fix things up, so it takes time and it takes money and just like the gentleman said the other building that I have on Sistrunk, I'm fighting with the insurance company over that.

So we are not getting - the City is coming in now and saying that OK, you got damage because of Wilma, we don't protect property. So now we're going to demolish it. The plan for the property is, and if I win it, if I win the court battle, which I think I got a pretty good chance because the past owner did sign a statement that the building, the complete building was up to code, up to City codes, state code and County code, whatever codes it is, and that there were no problems as far as there being any type of violations with the building, which means –

MS. PETERSON: [inaudible] make your payments.

MS. BURNELL: No, I did make my payments because you all didn't legitimize your system and your father left –

[people speaking at the same time]

MS. CHARLTON: Ms. Burnell, what are your plans on getting the property out of foreclosure?

MS. BURNELL: The City cannot interfere with that, that's a court case.

MS. CHARLTON: I'm asking, the question was asked, what are your plans on getting the property out of foreclosure. Are you going to - do you have the monies to pay for the re-mortgaging?

MS. BURNELL: That is, I have to, that's a court, it's in court. Do you understand that I'm not obligated to give you information about a court case?

MS. CHARLTON: What I'm asking, do you have money set aside in escrow for your mortgage?

MS. BURNELL: Let's put it this way, I've got a very good chance of winning, okay? And other part of it is as far as the building is concerned, I want to make the front part of it a museum and the back part of it a bed-and-breakfast, those are my plans for it and it has all the capabilities of being all of that. And I don't - and like I said before, given that two thirds of a building that I bought was illegally constructed, and somebody signed a statement to me, which under Florida statute constitute a case of fraud -

MR. SCHERER: That was five years ago.

MS. BURNELL: Yes, but it still constitutes a case of fraud.

MR. KERNEY: We empathize with the fact that it sounds like you were victimized, but please let me speak now, the problem is that you will not be able to, it is near impossible to bring this thing to code. It was not, the codes have changed so drastically, there's no way that you're going to get those additions to current code, and you'll end up tearing them off after this property sits for months on end, while we wait for this, because we've seen it before, these same cases come through all the time. And if you would realize that you're probably better off demolishing the house and starting over anyway because of the fact that once you start tearing off two thirds of a house, it doesn't make sense financially.

MS. BURNELL: Okay, but there's no guarantee that the two thirds are not up to code.

MR. KERNEY: Pretty darned close.

MR. SCHERER: You've got to inspectors right behind you, that says it is.

MS. BURNELL: We're talking about construction, we're talking about Florida state codes. We're talking about -

MR. KERNEY: We're talking about the South Florida Building code which these two gentlemen.

MS. BURNELL: There is no guarantee that it's not up to South Florida Building codes.

MR. KERNEY: There's a pretty darned good chance.

MR. SCHERER: [inaudible] the report that they did, these is all the items that are not in compliance with the code.

MS. BURNELL: They're not in compliance with the code, the biggest part of it that's not in compliance with the code that can't be, that you're saying that can't be brought up to code is the part that was, structure that was built without a building permit. As far as so we believe and know now. The other part of it is the front part of the building was built up to code at that time, so that part is not in question as to whether it's up to code because if it was up to code then it should have been grand-fathered in now.

MR. KERNEY: Correct.

MS. BURNELL: So that is not at issue the front part of it. As far as the damage on the front part of it, I believe most of the damage is cosmetic because the front part has been refurbished before, and it didn't take that much to bring it up, the back part, I believe, is still up to code. I've looked at it, I've had an engineer go in and look at it, and I don't see why it can't be brought up to code.

MR. KERNEY: Okay, does the Board have any more questions?

MR. MINOR: Do you have the report from this engineer?

MS. BURNELL: Beg pardon?

MR. MINOR: Do you have a report from the engineer that you hired to look at the property?

MS. BURNELL: They went out there today, the engineer, McKenzie, William McKenzie went out. They're going to get an engineer, another engineer and a architect to go out and go through the property and then they will write, let you know, whether it's up to code and how far. And that's the only way you can tell, you can just sit here and say well it's not up to code.

MR. SCHERER: Do you have a contract?

MS. BURNELL: I mean - huh?

MR. SCHERER: Do you have a contract with them?

MS. BURNELL: Yes. William McKenzie.

MR. SCHERER: You do. Do you have a copy of it? Do you have a copy of the contract with you?

MS. BURNELL: No. After we leave here today I'll go meet with him and start the contract. He's examining the building now.

MS. CHARLTON: I have a question for Wayne. Wayne, Ms. Burnell, was she notified to actually, the proper procedure as far as to have the building boarded up, to pull the permit?

INSPECTOR STRAWN: No, not with regard to the board up. The notification she got has to do with this procedure that we are having now. The City opted that it was a better idea to go for demolition than to spend money and have a boarded-up building.

MS. CHARLTON: Okay.

INSPECTOR STRAWN: This, the mortgage holder would like to talk about the coming hearing.

MS. PETERSON: We do have a hearing scheduled for the first of January, I don't know if that will help anything. The first week of January. [inaudible] we're going to go to find out.

[inaudible conversation]

MR. KERNEY: I'm sorry, it's a motion for what?

MS. BURNELL: Summary judgment.

ASSISTANT CITY ATTORNEY: [redacted] from the City Attorney's office. I'm told by the mortgage holder that the hearing that's scheduled, and I don't know that it is, but they're saying there's a hearing scheduled for the first week in January, and it's a hearing on the property owner's motion for summary judgment. Is that, this isn't what it says. So, I don't know if that's what the hearing is about, but that's what typically happens in a foreclosure. That's really the only hearing that there is, unless the property owner has, unless the mortgagor has made some kind of demand and they're having problems with production of documents and so forth. But typically the hearing that's held in a mortgage foreclosure suit is the hearing on the plaintiff's motion for summary judgment.

MR. KERNEY: I see, okay. Wayne?

INSPECTOR STRAWN: I was just corrected, the code officer of the area tried to send out certified mail for a board up last May, but the mail came back unclaimed. So an effort was made by the City to board up last May.

SUPERVISOR BRADLEY: Lindwell Bradley, Community Inspections Supervisor, City of Fort Lauderdale. We received a complaint through the citizens of that area who live in that area to their commissioner, that it was an unsightly area. When Wayne and I first visited the property, and I took some of those pictures with Wayne, and each, two times that I have visited the property there has been people inside the building, living inside the building or trespassing or whatever, but they were living inside the building. The reason we decided against a board up and demolition is that probably if the building was boarded-up, chances are they would break in again and still be living in the building. And that's the reason we strongly urge that the City that

we get a demolish on this building. It's right on Sistrunk, it's the first thing you see when you come into the City almost.

MR. KERNEY: Thank you. Do we have any more questions from the Board? Do we have a motion from the Board?

MS. BURNELL: I'd like to make one statement here.

MR. KERNEY: I'm sorry?

MS. BURNELL: I'd like to make one statement here.

MR. KERNEY: Okay, let me get through, I'm asking for motion, let me get through the motion process. Does the Board have a motion?

MS. CHARLTON: Yes. A motion to have it demolished.

MR. KERNEY: I have motion for demolition. Do I have a second?

MS. CHARLTON: I move that we find the violation exists as alleged 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, to timely demolish.

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

MR. SCHERER: Second.

MR. KERNEY: A motion and a second. Questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion carries.

MS. BURNELL: Okay. Then, I have an objection to that motion, and under the United States Constitution, Amendment 7, since you're going to try and take something away from me that's more than \$27 I'd like a jury trial.

MR. KERNEY: Okay, you'll have to talk to the City Attorney. Next case please.

**[3. Case CE06070120]**

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MS. BAZER: Page 11 of your agenda, this is a return case, this is case CE06070120 at 1512 Northwest 6th Avenue, Harry P. and Marie Julie Denis are the owners. They applied for a permit on 10/19/06 for an addition for a study and a bedroom. Certified mail, green cards are in the case file, and the details are noted on the agenda. This case was first heard by the Unsafe Structures Board on 10/19/06, at that hearing, the Board granted a 60-day continuance.

MR. DENIS: Yes, my name is Harry P. Denis, I live at 1512 Northwest 6th Avenue. So, I was in a meeting with the Zoning last week to bring the building, the part up to the code to complying with the City of Fort Lauderdale. So I'm scheduled for next month, January. It was the first [inaudible] 8 January with the Zoning a concern of the shed, this vanishing did not exist anymore, because this was complete destroyed. However, this one hit me very much because I have to do with what I already do with to comply with the law. So I need about 90 days should [inaudible] to continuing through the process.

MR. KERNEY: Okay, I'm sorry, let me just clarify what you just said. You met with the Zoning Board last week?

MR. DENIS: Yes, last week.

MR. KERNEY: In reference to, the there's a shed on the property?

MR. DENIS: No, to additions.

MR. KERNEY: To the additions, to see if you can get the addition approved.

MR. DENIS: Yes.

MR. KERNEY: Okay, and what was the outcome of that meeting?

MR. DENIS: I'm scheduled to go back.

MR. KERNEY: You're on the schedule to go back. Okay.

MR. DENIS: Yes.

MR. KERNEY: And then at that point, you're looking for 90 days to submit your plan, go back to Zoning, make sure it's going to be okay, then submit your plans.

MR. DENIS: Correct.

MR. KERNEY: Alright. Wayne, do you have some testimony?

INSPECTOR STRAWN: Wayne Strawn, City building inspector. You have a meeting with Donald Morris, and that's a consultation about whether or not, that's on the 8<sup>th</sup> of January? And he's going to advise you whether or not the Board of Adjustment wants to hear the case or that you have any potential for being successful. Alright. The problem comes in is that the addition built without a permit is encroaching in the rear yard setback about 6 feet and it is, to be very honest, I don't think that the Board of Adjustment will grant him a variance because he's built something without a permit, and it's in the setback. So he's most likely going to have to revise his plan, if he's going to be able to save, save the addition on the east at all. I do concur with Mr. Denis that the shed, which was also in violation, has been destroyed and removed. But the City

does not support a 90-day extension. The City would support at the most a continuance for 30 days so that the issue with regard to the potential variance is resolved and the City would also ask that the portion of the building that is built without a permit and without a CO not be occupied during this time.

MR. KERNEY: Okay. Thank you. Mr. Denis, do you understand what he said?

MR. DENIS: Yes, I understand.

MR. KERNEY: There's really no sense in giving you a 90-day continuance if you're going to go to this meeting this month or the month of January and come to find out that no, you can't move forward and then we're waiting another two months to see you. You also, and again I warn you, you're going to end up in that same position again where you're trying to get something that was built a while back to current code, and I've never seen it work. The codes have changed so drastically that by the time you try to do whatever you need to do, beef up the footers, you're better off just starting over. I've seen a lot of people waste a lot of money. So, other than that, do you have any other, anything else you'd like to tell us?

MR. DENIS: Yes. But this one anyway, the contractor do the job, but he showed me the permit, because that hurt me very much. I spend a lot of money to build that but the number, the permit he showed me, that's invalid number. So anyway, you can find the way to help me save because this one's hurt me very much, I want you to understand that.

MR. KERNEY: No, and you obviously are trying to comply, you took the shed down, we're moving in the right direction, but Mr. Strawn is probably correct. There's really no reason for a 90-day continuance, we probably need to see you after 30. Does the Board have any questions? With the Board like to make a motion?

MR. MINOR: I make a motion that we continue this until the January 18<sup>th</sup> meeting.

MR. KERNEY: I have a motion.

MR. SCHERER: Second.

MR. KERNEY: I have a motion and a second. All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion carries.

**[4. Case CE06091892]**

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MS. BAZER: Page 7 of your agenda. The inspector is Wayne Strawn. This is case CE06091892 at 824 Northwest 1<sup>st</sup> Avenue, Reo Asset Management Inc. is the owner. The last permit applied

for was 10/25/06 for re-roofing. The certified mail green cards are in the case file and the details of the certified mail are on your agenda.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. With regard to 824 Northwest 1<sup>st</sup> Avenue. The violations that exist are as follows:

FBC 117.1.1

THE SINGLE STORY FIVE UNIT APARTMENT BUILDING HAS BECOME UNSAFE. THE BUILDING IS A FIRE AND WINDSTORM HAZARD, HAS BEEN SUBSTANTIALLY DAMAGED BY FIRE AND DOES NOT COMPLY WITH THE PROVISIONS OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

FBC 117.2.1.1.1

THE APARTMENTS ON THE EAST END OF THE BUILDING ARE VACANT, UNGUARDED AND OPEN TO CASUAL ENTRY.

FBC 117.2.1.1.2

THERE IS AN UNWARRANTED ACCUMULATION OF COMBUSTIBLES AND DEBRIS INSIDE THE BUILDING.

FBC 117.2.1.2.1

THERE IS FAILURE, HANGING LOOSE OR LOOSENING OF MANY BUILDING PARTS, INCLUDING BUT NOT LIMITED TO, FASCIA, CEILINGS, INTERIOR WALLS, ROOF TRUSSES AND DECKING, SOFFIT, DOORS, AND PLUMBING AND ELECTRICAL FIXTURES.

FBC 117.2.1.2.3

THE BUILDING IS PARTIALLY DESTROYED BY A FIRE WHICH DESTROYED ONE OF THE APARTMENTS ON THE EAST END OF THE BUILDING.

FBC 117.2.1.2.4

THE ROOF IS SAGGING ON THE NORTH SIDE OVER THE APARTMENT DESTROYED BY FIRE. THE FIRE DAMAGED TRUSSES AND DECKING ARE OVERSTRESSED.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN DAMAGED BY THE FIRE. THE PREMISE WIRING IS DAMAGED IN THE APARTMENT DESTROYED BY FIRE.

FBC 117.2.1.3.1

WINDOWS HAVE BEEN INSTALLED UNDER THE AUSPICES OF PERMIT NUMBER 03072200. THE PERMIT HAS BECOME NULL AND VOID BECAUSE THE WORK HAS NOT PASSED FIELD INSPECTION.

THE PERMIT TO INSTALL SHUTTERS HAS BEEN VOIDED. A CENTRAL AIR CONDITIONING SYSTEM HAS BEEN INSTALLED FOR USE OF ONE OF THE WEST APARTMENTS WITHOUT OBTAINING A PERMIT. THE WORK CITED IS PRESUMED AND

DEEMED BY THE CODE TO BE UNSAFE.

FBC 117.2.1.3.2

THE BUILDING HAS NOT BEEN MAINTAINED TO COMPLY  
WITH THE PROVISIONS OF THE FORT LAUDERDALE MINIMUM  
HOUSING CODE.

The City is asking for motion to demolish.

MR. KERNEY: Thank you. Is there a respondent? State your name please.

MR. GOELHOR: Josh Goelhor, REO Asset Management president. I did apply for a roof permit at the end of October to correct the situation. When I did apply for that the Building Department said that I needed to get an engineer to check the truss system from the fire in that one unit. I did have an engineer go out there and he came up with a plan to correct the truss system, which I gave to my general contractor, which he is now pursuing to get the roof permit finished.

MR. KERNEY: Is that a copy of his –

MR. GOELHOR: Yes.

MR. KERNEY: Could we take a look at that please? Thank you.

MR. GOELHOR: The building is a 5-unit building. The fire was in one unit. Actually, it is two different folio numbers, the building, and actually my whole complex is 16 units, it's three different buildings, this is one of the buildings. But back in the late 90s, I don't know if you've heard of Kratenstein, back then, they divvied up the buildings with different folio numbers.

MR. KERNEY: Yes, we heard about that at the last meeting, yes.

MR. GOELHOR: Yes, so I'm working to repair in this building, I'm going to replace the windows, the doors, the interior on all three buildings. So they're formulating a plan right now with an architect to do all that, new electrical, new plumbing, new doors, connect to the City water, sewer.

MR. KERNEY: Other than the work that the engineer has done, have you contracted with anybody else, do you have a contract with an architect or general contractor?

MR. GOELHOR: McKenzie Construction and William Doe roofing. I have that here.

MR. KERNEY: Is that a copy of your contract?

MR. GOELHOR: It's just –

MR. KERNEY: A letter of intent of some sort – okay.

MS. CHARLTON: Would that be Robert McKenzie? The contractor?

MR. GOELHOR: I'm not sure of his first name. Robert Doe is the roofing contractor.

MS. CHARLTON: Roofing contractor. The GC is –

MR. GOELHOR: Is McKenzie Construction. I do not know his first name.

MS. CHARLTON: Okay.

MR. GOELHOR: Unfortunately.

MR. KERNEY: Time frame-wise, what do you think you're looking at to get these permits in place?

MR. GOELHOR: I think I can have all the permits and plans done within 90 days and that will encompass all 16 units for the three different buildings even though this one is under the auspices of you guys for the demolition. But it's connected to a 2-unit building, like I said, the three-unit building is the one that I - I bought these buildings in six different parcels. You know, there's three buildings. So I bought this as the last piece of the puzzle basically. I talked to Mr. Strawn and he's suggested, and I agree, that we should do a unity of title to make this back into a 16-unit complex instead of 6 different folio numbers. And I, and that's fine. Also, yes, the door is open, there's two doors open, I'll have those fixed by next week, but I have an eight-foot fence around the entire complex.

MR. SCHERER: Chain link, locked fence?

MR. GOELHOR: Chain link fence with the barbed wire on the top.

MR. MINOR: You have done that, or you're intending to do that?

MR. GOELHOR: No, it's already done. It's been done.

MR. KERNEY: Wayne, do you have additional testimony on this?

INSPECTOR STRAWN: Wayne Strawn, City building inspector. I could clarify that I wrote actually two cases, because this 5-unit building is divided up into two separate buildings, some trick that was done at the property appraiser's office. So I did, which you're probably familiar with from the case I had last month. And I did two different cases, 824 and 826, 826 however is the other half of the building, and the title search didn't go through as fast. I intended them to be both to be at the same hearing at the same time. What makes it not quite so complicated is because this gentleman owns both 826 and 824, so we are still going to do with the whole problem. And so, he's convinced me that he's going to be able to address the problems. However it's not just a matter of getting a structural repair for the roof and a re-roof, it also entails a rehab permit to restore all of the damage caused by the fire and by the Fire Department

and by the vandals and you see that the kitchen cabinets are all gone and all that one apartment is completely destroyed and so we are looking for a rehab permit. It may not necessarily have to be on a 16-unit complex. But if it was on one building at least, that 5-unit building, than we could [inaudible] their permit.

MR. KERNEY: And I believe, if I'm not mistaken, you would acknowledge that, that you're going to need a general contractor and a full permit in order to do the interior renovations.

MR. GOELHOR: Yes, for all 16 units even, these included, because I'm going to be putting new tile, new cabinets, new plumbing, everything.

MR. KERNEY: I think you were talking with the City Attorney, but I think what Wayne was trying to point out was, if you concentrate on this one that we have the problem with to get the interior renovation permit done, because that's what we're going to be looking for, for you to pull the permit and then it gets it, essentially gets it away from us and back into the Building Department's hands.

INSPECTOR STRAWN: I can clarify. Again, I'll clarify a little bit, Wayne Strawn. He has 6 parcels, perhaps he might consider just joining two parcels, two parcels, two parcels, as the buildings are. So that he has three separate parcels with a building on each parcel. It might be to his advantage at some time in the future that he may want to sell off just one building as opposed to the whole complex. But if we had, if he had unity of title in the building in question, then it would save him from getting two permits to rehab the building, because now he's got two folio numbers. So now he would have just one building that he could rehab completely as a 5-unit building.

MR. KERNEY: Is the City satisfied that it's, considering that there's two new doors, or two doors are going to go on, is the City satisfied that it's secured properly?

INSPECTOR STRAWN: No, we don't accept the fencing as security, but he has promised that he's going to replace the doors so that there's no illegal entry.

MR. KERNEY: Okay. Is there any questions from the Board? What anybody like to make a motion? The gentleman's asking for 90 days.

MR. SCHERER: I'll make a motion for 30-day extension to the next meeting of January 18<sup>th</sup> to make sure that the place has been boarded up properly and all the doors are secure, and that to show us the progress that you've made with your architect and engineer. So come back to us in January.

MR. GOELHOR: Okay.

MR. KERNEY: So I have a motion for an extension to the next January Board meeting, and that documentation from the engineer and architect, form of a contract of some sort. Do I have a second on that motion?

MR. HEGUABURO: Second.

MR. KERNEY: I have a motion and a second. Any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? It passes. We'll see you in 30 days.

**[5. Case CE06091255]**

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MS. BAZER: Page five of the agenda. Wayne Strawn is the Inspector. Case CE06091255 at 150 Northwest 68th Street, 6881 Northwest 2nd Avenue is the site address. The landowner is Pan American Corporation and the mobile home owner is Henry Vachon. This was, the last permit issued was on 8/13/01 for a meter [inaudible] repair or replacement. Certified mail green cards are in the case file, and the agenda has the details on the certified mail.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. With regard to the mobile home located at 6881 Northwest 2nd Avenue. The following violations were found and are listed as follows:

FBC 117.1.1

THE DWELLING IS A MOBILE HOME WHICH HAS A LARGE SEPARATE LIVING AREA ATTACHED ON THE SOUTH SIDE. THE DWELLING COMPRISES A FIRE AND WINDSTORM HAZARD AND THE MEANS OF EGRESS HAVE BEEN COMPROMISED BY THE ADDITIONS ON THE SOUTH. THIS MULTIPLE DWELLING DOES NOT COMPLY WITH THE MIMIMUM STANDARD OF THE FORT LAUDERDALE HOUSING CODE AND THE NATURE OF THE OCCUPANCY HAS BEEN CHANGED BY THE ADDITION OF ANOTHER KITCHEN IN THE ADDITION.

FBC 117.1.2

THE ADDITIONS ADDED ON THE SOUTH AND EXTENDING TO THE WEST OF THE MOBILE HOME HAVE BEEN CONSTRUCTED WITHOUT OBTAINING A PERMIT. PART OF THE ENCLOSURE UTILIZES AN EXISTING METAL PORCH ROOF WITH FREE STANDING C.B.S. WALLS AND THE OTHER PART HAS A ROOF STRUCTURE CONSTRUCTED INDEPENDENTLY. A LARGE ROOF STRUCTURE HAS BEEN CONSTRUCTED ON THE EAST SIDE OF THE DWELLING ALSO WITHOUT OBTAINING A PERMIT. THE WORK CITED IS "PRESUMED AND DEEMED" BY THE CODE TO BE UNSAFE.

Let me correct my findings, this morning, the east side roof structure has been removed and the far west addition has been partially destroyed with two walls removed.

FBC 117.2.1.1.3

THE MOBILE HOME EXTERIOR WALL DOES NOT PROVIDE FIRE SEPARATION BETWEEN THE TWO DWELLING UNITS. THE OCCUPANTS OF THE MOBILE HOME MUST EXIT THROUGH

THE ADDITIONAL UNIT OR UNITS ON THE SOUTH AND WEST. THE WEST EXIT FROM THE MOBILE HOME HAS BEEN COMPROMISED.

Also, I may note now, and I believe Mr. Vachon will testify, I think there's only one person living in the dwelling as it stands now. At the time of my first inspection, I believe there were three different people living there in different sections of the building, of the dwelling.

FBC 117.2.1.2.1

A SHADE AWNING ROOF STRUCTURE ATTACHED TO THE EAST OF THE DWELLING HAS LOOSE AND LOOSENING BUILDING MATERIAL

That has been removed, I might add.

FBC 117.2.1.2.4

THE SHADE AWNING ROOF STRUCTURE CONSTRUCTED ON THE EAST OF THE DWELLING IS SAGGING DUE TO A POOR DESIGN RESULTING IN OVERSTRESSING.

Again, that part has been removed.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN ALTERED BY THE ADDITION OF SIX AIR CONDITIONING UNITS AROUND THE DWELLING ALONG WITH ADDED CIRCUITS TO POWER ANOTHER REFRIGERATOR, STOVE AND ADDITIONAL LIGHTING. THE SERVICE IS INADEQUATE TO HANDLE THE LOADS SAFELY. ALL ADDITIONAL CIRCUITS HAVE NOT BEEN INSPECTED FOR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE.

Some of these items have been removed.

FBC 117.2.1.3.1

THE ALTERATIONS/ADDITIONS WHICH HAVE EXPANDED THE FOOTPRINT OF THE DWELLING, THE CONVERSION TO A MULTI-FAMILY DWELLING, THE EXPANSION OF THE ELECTRICAL SYSTEM, THE INSTALLATION OF PLUMBING FIXTURES AND AIR CONDITIONING EQUIPMENT ALONG WITH THE CONSTRUCTION OF A ROOF STRUCTURE ON THE FRONT OF THE DWELLING HAVE ALL BEEN DONE WITHOUT OBTAINING ANY PERMITS. THE WORK CITED IS "PRESUMED AND DEEMED" BY THE CODE TO BE UNSAFE.

FBC 117.2.1.3.2

THE ILLEGAL USE AS A MULTI-UNIT DWELLING AND THE EXTENSIVE VIOLATIONS OF THE FORT LAUDERDALE HOUSING CODE REGARDING MINIMUM REQUIRED LIGHT, VENTILATION, AND PROPER INSTALLATION AND MAINTENANCE OF PLUMBING AND ELECTRICAL EQUIPMENT PROVIDE CRITERIA FOR THE DWELLING TO BE PRESUMED UNSAFE BY THE FLORIDA BUILDING CODE.

The City is asking for motion to demolish.

MR. KERNEY: Before you leave, you missed reading one in 117.2.1.2.8 you skipped over.

INSPECTOR STRAWN: It's not on my agenda.

MR. KERNEY: It's not on yours? Okay, then we will remove it from ours, thank you. Mr. Vachon? Good afternoon, almost good evening. Would you speak into the microphone and state your name please?

MR. VACHON: You care to look at the demolishing part that I did?

MR. KERNEY: Would you speak into the microphone and state your name please.

MR. VACHON: You care to look at the demolishing part that I did?

MR. KERNEY: Okay, could you state your name for the record? State your name.

MR. VACHON: Henry Vachon.

MR. KERNEY: Great, yes. We will take a look at your pictures.

MR. VACHON: 6881 Northwest 2nd Avenue. Can you hear me?

MR. KERNEY: Sure, we'll take a look at your pictures.

MR. KERNEY: Mr. Vachon, what are your intentions with the property?

MR. VACHON: I'm 85 years old.

MR. KERNEY: Your intentions with the property. Are you going to continue to demolish the portions that were -

MR. VACHON: We are, I got in case, this in case you don't understand me - [inaudible as Mr. Vachon approaches the Board and leaves the microphone]

MR. KERNEY: You have to speak in the microphone so it's all recorded. My question was, what were your intentions with the property. What are you going to do with the property?

MR. VACHON: Well, we tried to do everything they asked us to do, demolishing everything except the trailer itself. I bought the place 22 years ago. It went through, I don't know how many hurricanes - 25. I'm possibly the only travel I know that didn't have any damage by hurricanes. It may be unsafe, but I'm not going to question [inaudible] anything. At my age all I need is to open my eyes in the morning. I need a bathroom, which I'm demolishing now. I spent two years fix it up. And I need it to save my life but they want it out. It's on the Florida room side. And I want to ask for time for my son to come in like it say on that letter. He can get vacation, as long that the visa doesn't make problem for him to cross the border, they have new law now. And he can be here on the fifteenth of January, and he would like to get 60 days to - in

case his time is wrong a little bit, by a week or two or something, get 60 days to demolish everything what I can't do anymore.

Number one I have no money to pay anything. I have no pension. I got a 2-dollar raise of Social Security for next year. But it's still only \$339 a month. I came here because of a sick American wife and she passed away five years ago. I was always delayed to buy a place or get a home. If she would have gotten better, but she died, and I got stuck and I'm too old to do anything. I don't want to go anywhere, do nothing else, I want to die right there. They're going to fix the place. My son will fix the place to pass the demand of the City. I tried to talk that of the inspector, he told me he could not help me so I don't know who I'm dealing with, who I'm supposed to deal with and what I'm supposed to do any further than what's on the paper. I'm willing to go to anything, do anything, fix the trailer, till it pass inspection. I'm in there now partly, I demolished all the inside of the other one. The picture show what I did.

MR. KERNEY: Let me ask Wayne from the City here are quick question, if you don't mind. Wayne, what would he need to do in order to get this resolved, what are the exact steps he'd have to take?

INSPECTOR STRAWN: He's made great progress as it stands right now, mitigating the life safety issues by getting the other people out and by demolishing a great deal of the added portion. It is possible to save the mobile home itself. When I wrote this notice I did not have access to the inside of the - and I didn't know - was not aware of whether or not the mobile home itself had been compromised, but it appears that the coach itself doesn't appear to be compromised. So if he's able to remove all of this was built on the south side and move back into the mobile home then he'll be able to stay there. His son came to the Building Department and had a meeting with me, and it is his endeavor to come and help his father demolished this and he was hoping that his father wouldn't work too hard trying to tear all this stuff down, and I hope you don't either. Just why don't you wait for your son.

MR. KERNEY: So essentially, what we're saying, Wayne, is that if he removes the violations, there's no - he doesn't need to permit anything, there's nothing that needs to be done with the City, he just needs to continue forward.

INSPECTOR STRAWN: He just needs to continue to remove them. He doesn't need a demolition permit because it was all built without a permit.

MR. KERNEY: What are we talking about, how many guys for how many days to get this thing resolved? Best guess?

INSPECTOR STRAWN: Three guys for three days -

MR. VACHON: Not three guys, one guy.

INSPECTOR STRAWN: - would make short work of it.

MR. KERNEY: I might be able to get some guys to help him.

INSPECTOR STRAWN: And also the issue of hauling away the debris.

MR. KERNEY: So, what we would probably need is some sort of a continuance, maybe a 60-day continuance to get this thing resolved. Are there any questions from the Board? Can I get a motion from the Board?

MR. SCHERER: I'll make a motion for a 90-day continuance until March 15<sup>th</sup>. At that time, the structures have to be removed and, in accordance with this plan.

MR. MINOR: Second.

MR. KERNEY: Okay, I have a motion and a second, are there any questions on the motion? All those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? The motion passes. Mr. Vachon, you have 90 days.

**[6. Case CE05011052]**

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MS. BAZER: Page 8, this is a return hearing. Wayne Strawn is the inspector, case CE05011052 at 723 Northwest 6th Avenue, Luma Properties Inc. is the owner. The last time they applied for a permit was 1/19/06 for interior renovations. This case was first heard by the Board on 9/15/05, at that hearing the Board granted a 60-day extension with stipulation that there be no automobiles stored or spray painting in the warehouse during that 60-day period. The case came before the Board on 1/19/06. The Board granted a 60-extension of time. At the 3/16/06 Board hearing the Board granted a 60-day extension to allow the architect time to obtain building permits which were under review. The case was presented to the Board on 5/18/06, at that hearing, the Board ordered a 60-day continuance. The case came before the Board on 7/20/06 and the Board granted a 60-day extension. It came before the Board on 9/21/06 and at that hearing Board granted a 60-day extension.

MR. KERNEY: Thank you. Would you state your name please?

MR. TUCHMAN: Yes, my name is Abraham Tuchman, and I represent Luma Properties.

MR. KERNEY: And where are we at with this property?

MR. TUCHMAN: At the moment, the plan reviews were recently approved, and we're just waiting to the contractor to pull the permit.

MR. KERNEY: The plans have been approved?

MR. TUCHMAN: Some of the reviews, reviews that they had on the plans –

INSPECTOR STRAWN: Wayne Strawn, City building inspector, according to my research this week, it seems as though all of the disciplines have reviewed the plans and either passed or just not applicable. So I think it's ready to pick up, I spoke to his contractor who happens to be in Toronto right now, so it looks like we're finally getting to the last, the end run for compliance with regard to this building.

MR. KERNEY: Okay. And if I'm not mistaken, from the beginning, everything we've asked him to do he's done. Do you think 30 days? I would think.

MR. TUCHMAN: I would think so.

MR. KERNEY: Okay.

MR. MINOR: I make a motion we continue this to the January 18<sup>th</sup> meeting for a 30-day period.

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

MR. SCHERER: Second.

MR. KERNEY: Motion and a second.

MS. BAZER: For an extension.

MR. KERNEY: For an extension. A motion and a second, are there any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? 30 days. Thank you.

**[7. Case CE06011118]**

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MS. BAZER: Page 9, bottom of the page, Wayne Strawn is the inspector. Case CE06011118 at 731 Northwest 15th Avenue. Charles L. Crum is the owner. This case was heard by the Board on 7/20/06, at that hearing the Board granted a 30-day extension of time to allow Mr. Crum time to hire an architect and return to the Board with proof of having done so. On 9/21/06 the Board granted a 30-day extension. Finally on 11/16/06 the Board granted a 30-day extension with the provision that Mr. Crum return with a copy of the drawings that he has submitted to the City.

MR. KERNEY: Mr. Crum, do you have drawings for us I hope?

MR. YOUNG: Bob Young of Bob Young Builders, I'm a GC. For the project, I do not have, I have the truss drawing, which has been approved, we picked it up yesterday and they wanted the roof drawings so we submitted for the roof permit. Mr. Osborne is the GC, he's out of town until Monday or Tuesday. Hopefully then he will have the rest of the drawings. It's a burnout, so it's just a matter of re-wiring and bringing everything up to code. It's a CBS structure, so we shouldn't have any problem there.

MR. KERNEY: Are you pretty confident that you'll have some drawings to –

MR. YOUNG: Yes sir. It's just a matter of him doing the drawings, and you know, the architect, you sit there and please, please, please, and finally you get them. So I'm sure if I could get 60 days we would have the drawings and probably start on the job by then.

MR. KERNEY: Can you, because, if you get the drawings before you see us, you can go ahead and get them turned in too, so when you come back and see us you can say well, not only do I have the drawings, but they're turned in, there being reviewed by the City.

MR. YOUNG: What we're going to try to do is let the City, let us go ahead and tear the roof off and put the new roof on, and that way we will be ahead of the game when we do get the structure drawings.

MR. KERNEY: Okay. Are there any questions from the Board? Anybody on the Board like to make a motion?

MR. HEGUABURO: I'll make a motion, you're requesting 60 days?

MR. YOUNG: Sixty days, yes.

MR. HEGUABURO: Sixty-day extension.

MR. KERNEY: Which will be the - can you make it February 15<sup>th</sup> instead?

MR. HEGUABURO: Sure. February 15<sup>th</sup>.

MR. KERNEY: I have a motion for an extension to February 15<sup>th</sup>, do I have a second?

MS. CHARLTON: I second.

MR. KERNEY: I have a motion and a second, any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed?

MR. YOUNG: Thank you.

**[8. Case CE06051258]**

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MS. BAZER: Page 2, this is a new case. Wayne Strawn is the inspector for case CE06051258 at 1100 Northwest 6th Street, Ernie Knott is the owner. The last permit issued was 5/19/06 for a re-roof. The certified mail green cards are in the case file and the details of the certified mail are on your agenda.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. With regard to 1100 Northwest 6th Street. The violations that exist at the property with regard to the front building only:

FBC 117.1.1

THE ABANDONED GAS STATION OFFICE BUILDING HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS. THE BUILDING IS A FIRE HAZARD AND HAS NOT BEEN MAINTAINED ACCORDING TO THE STANDARD OF THE FLORIDA BUILDING CODE.

FBC 117.2.1.1.2

THE BUILDING HAS AN UNWARRANTED ACCUMULATION OF DEBRIS INSIDE.

FBC 117.2.1.2.1

MANY BUILDING PARTS ARE LOOSE, HANGING LOOSE OR HAVE FAILED. THE PARTS INCLUDE BUT MAY NOT BE LIMITED TO, THE ENTIRE ROOF STRUCTURE ALONG WITH WINDOWS AND DOORS.

FBC 117.2.1.2.2

THE ROOF STRUCTURE HAS DETERIORATED TO THE EXTENT THAT IT HAS COLLAPSED INTO THE BUILDING.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN DAMAGED BY WATER INTRUSION AND IS A HAZARD IF ENERGIZED.

FBC 117.2.2.1

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

FBC 117.2.2.2

THE COST TO MAKE STRUCTURAL REPAIRS TO THE BUILDING EXCEEDS 33% OF THE VALUE OF THE BUILDING.

FBC 117.2.2.3 Contains all the exemptions and exceptions to the valuation criteria, that is, the 50 and 33 percent criteria.

INSPECTOR STRAWN: I did speak to the owner. He called me from New York, and he speculated - he wanted to cooperate - he speculated about getting a contractor, the building is a very small building. He finally told me that he'll just let the City take it down, and that way he knows it will be done correctly, and he won't have a management problem from New York managing the demolition and so forth. The City is asking for motion to demolish

MR. KERNEY: Do I have any questions? A motion from the Board?

MR. MINOR: I move that we find 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: Okay, I have a motion to demolish, do I have a second?

MR. HEGUABURO: Second.

MR. KERNEY: Motion and the second, any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? And it passes.

MS. BAZER: The remaining cases were old business, and they did not appear today. Let's start on page 12.

**[9. Case CE06081391 and CE06081398]**

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MS. BAZER: Case CE06081391 at 638 Northwest 15th Avenue, GMAC Mortgage Corp. the owner, Wayne Strawn, the inspector. Last permit issued was 11/29/05 for a re-roof. This case was first heard by the Board on 11/16/06, at that hearing Board granted a 30-day extension. The respondents were to return with a progress report and evidence of negotiations with GMAC.

INSPECTOR STRAWN: Wayne Strawn City building inspector. These violations have been read into the record. There must have been some confusion, if you remember, this was [inaudible] along with 642 Northwest 15th Avenue. This was the case that has formerly that owned by the Kratenstein trust. And it's a case where we had one building and two owners, and they were trying to work out a plan. By phone, they had informed me that a deal had been made and GMAC is going to sell the northern portion, that's the 642 portion, to the owner of the 638 portion. And I agreed that that's what the Board had requested, that they bring evidence of to the hearing. There must've been some miscommunication as to why they're not here today before this Board. Ordinarily, if they don't show up, we ask for motion to demolish, but I hesitate because they seemed so sincere in an effort to save this building and they seemed as though a deal had been reached. I just don't understand why they're not here to appeal for more time to the Board.

MR. MINOR: Was this the building where they were painting –

INSPECTOR STRAWN: Yes, the north section was completely painted, in fact he even got a re-roof permit and re-roofed his half of the building. His half of the building where the power came in, the other half of the building was where the sewer connection was.

MR. KERNEY: I remember the case, for that reason, but don't remember the building was the building such that it was in a position to rehab or –

INSPECTOR STRAWN: The north half, the south half, yes, because it had been re-roofed in time. So the damage wasn't so extensive. The south half, the portion owned by GMAC however, the 642 half, was in very bad condition because they allowed the roof to leak for so long. All the ceilings had fallen, they had allowed it to be open and abandoned for so long that the plumbing had been torn out of the walls, and it had been almost completely destroyed except for the exterior walls. However, I didn't drive by there today to see if it was secure. I went by there earlier in the week and it has been secured. So it's not an imminent danger. The Board may consider to just give a 30-day extension. I would support a 30-day continuance to give these people an opportunity to show us what they are going to do. They may have misunderstood that they actually need, this Board did not order simply to make a deal, but rather to come back and tell us about it.

MR. KERNEY: Are there any questions from the Board? Would somebody like to make a motion?

MS. BAZER: Before you make a motion –

MR. KERNEY: I'm sorry.

MS. BAZER: I think that Wayne wants this for both cases, so let me just read that in, and that's the, on page 14, case CE06081398 at 642 Northwest 15th Avenue.

MR. SCHERER: I'll make a motion for a extension to the January 18<sup>th</sup> meeting. At that time, they'll come forth with some evidence that they have made a deal between GMAC and the owners, the other owners.

MR. KERNEY: I've got a motion for 30-day extension.

MS. CHARLTON: I second.

MR. KERNEY: Motion and a second, questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

MS. KETOR: Excuse me, what was the stipulation, they had to return with evidence?

MR. SCHERER: That they have a deal, completed.

**[10. Case CE06082327, CE06082328]**

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MS. BAZER: Okay, I'm going to have two cases read in together and Wayne Strawn is the inspector for both. Starting on page 15, case CE06082327, 800 North Andrews Avenue, Trails Pointe LLC is the owner. Then on page 16, case CE06082328 at 804 North Andrews Avenue

Trails Pointe LLC, the owner. And for both of these cases they were first heard on 10/19/06 and at that hearing, the Board granted a 30-day continuance for both cases.

INSPECTOR STRAWN: Wayne Strawn, City building inspector, the violations have been read into the record on both cases. The buildings now are in worse condition than they were when the case was first presented. The boards have been torn off the buildings so that the one that was secured is now open and abandoned, and all three of them are open and abandoned, the City is asking for motion to demolish.

MR. KERNEY: Any questions from the Board? Motion from the Board?

MR. SCHERER: I make a motion, I move that we find 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 failed to timely demolish.

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

MR. HEGUABURO: I second.

MR. KERNEY: Motion and a second, any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

**[11. Case CE06082406]**

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MS. BAZER: And the last case for Wayne Strawn inspector, page 17. Case CE06082406 at 923 Northeast 3rd Avenue, Holman Automotive Inc. is the owner. The last permit issued was 6/17/85 for a wood fence. This case was first heard by the Board on 10/19/06, at that hearing Board granted a 60-day continuance.

INSPECTOR STRAWN: Wayne Strawn, City building inspector, 923 Northeast 3rd Avenue. The violations have been read into the record, the building is in deplorable condition and the City is asking for motion to demolish.

MR. KERNEY: Questions from the Board?

MR. HEGUABURO: To demolish the building or the fence?

INSPECTOR STRAWN: The building, unless we got the wrong pictures.

MR. SCHERER: Is this an occupied –

INSPECTOR STRAWN: It's a wood frame. No, it's empty. It's a wood frame and the carport roof is actually falling. It might be collapsed, may have collapsed today.

MR. KERNEY: What was the circumstances of the continuance? What did they say they were going to do, do you remember?

INSPECTOR STRAWN: I'm trying to remember that myself.

MR. KERNEY: I don't remember the case, so –

INSPECTOR STRAWN: Someone appeared which is what they didn't do today.

MR. KERNEY: Any more questions from the Board? Motion from the Board?

MR. SCHERER: I'll make a motion. I move that we find 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 for demo, do I have a second?

MR. MINOR: Second.

MR. KERNEY: Motion and a second, questions on the motion? All in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Motion passes.

[Meeting concluded at 4:45]

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EVE BAZER, BOARD CLERK

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PATRICK KERNEY, ACTING CHAIRPERSON

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held December 21, 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 31 day of December, 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 December 2006.

\_\_\_\_\_  
NOTARY PUBLIC

State of Florida at Large

Notarial Seal: