

**City of Fort Lauderdale**  
**UNSAFE STRUCTURES BOARD**  
**Thursday, January 18, 2007 at 3:00 p.m.**  
**City Commission Meeting Room - City Hall**

<b>Board Member</b>	<b>Attendance</b>	<b>Cumulative 1/1/07 to 12/31/07</b>	
		<b>Present</b>	<b>Absent</b>
Chris Bellissimo	P	1	0
Olivia Charlton	P	1	0
Hector Heguaburo	A	0	1
Joe Holland	P	1	0
Patrick Kerney, Chair	P	1	0
Michael Madfis	P	1	0
Charles Minor	P	1	0
John Scherer	P	1	0

**City Staff**

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

**Guests**

CE06031391: Steven Lee, attorney for Beaver Cleaning  
CE06100738: Pasquale Ritone, owner, Charles Wygant, neighbor  
CE06081398: Roberta Kohn, atty for GMAC  
CE06091892: Josh Geller, owner  
CE06070120: Henry Denis, owner

**Index**

<u>Case</u>	<u>Respondent</u>	<u>Page</u>
1. CE06081391 & CE06081398	GMAC Mortgage Corp.	<u>2</u>
Disposition:	90-day extension, respondent must appear at that hearing with at least one proposal from a design professional. Unanimously approved.	
2. CE06100738	Frances Yocca	<u>8</u>
Disposition:	30 days extension, respondent must appear at that hearing with a report from an architect or engineer. Unanimously approved.	
3. CE06091892	REO Asset Management, Inc.	<u>14</u>
Disposition:	30-day extension, respondent to return with a set of plans and a completed permit application. Unanimously approved.	
4. CE06070120	Harry & Marie Denis	<u>17</u>
Disposition:	Extension to the February 15 <sup>th</sup> 2007 USB meeting, owner agreed to	

- 5.CE06102504 vacate the unpermitted addition. Unanimously approved. 22  
RDM Development LLC  
Disposition: 30 days to demolish the property or the City will demolish.  
Unanimously approved.
6. CE06062030 James Levin 23  
Disposition: Vacate the order of October 19, 2006. Unanimously approved.

The regular meeting of the Unsafe Structures Board convened at 3:00 p.m. on Thursday, January 18, 2007 at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

MR. KERNEY: As opposed to electing a temporary Chair, we're going to accept motions for a permanent Chairperson.

MR. MINOR: I make a motion that we nominate Michael Madfis for the Chair position

MR. KERNEY: I second that motion.

MR. MADFIS: I'll accept that.

MR. KERNEY: Okay, we have a motion and a second and an acceptance. We need a Co-chair as well. Somebody want to make a motion for a Co-chair?

MR. MADFIS: I'll make a motion that Charlie be the Co-chair

MR. KERNEY: And I'll second that motion.

MR. MINOR: I'll accept.

[Swearing in]

**[1. Case CE06081391 & CE06081398]**

Index

MS. MOHAMMED: First case, page seven of your agenda. We are hearing 638 Northwest 15<sup>th</sup> Avenue, and 642 Northwest 15th Avenue together. That's on page nine. Both cases, page seven and page nine of your agenda. Inspector Wayne Strawn for case numbers CE06081391, case address 638 Northwest 15th Avenue, the owner Beaver Cleaning and Maintenance Corp. Page nine of your agenda Inspector Wayne Strawn for case number CE06081398 case addressed 642 Northwest 15th Avenue. The owner, GMAC Mortgage Corp., and the service requirement is stated on your agenda. These cases were first heard by the Unsafe Structures Board on 11/16/06, at that hearing the Board granted a 30-day extension, the respondents were to return with a progress report and evidence of negotiations with GMAC. On 12/21/06 these cases were presented to the Unsafe Structure Board. At that hearing the Board granted a 30-day extension of time, and the owners are to return with [inaudible] with GMAC. And this is an old business case.

MR. LEE: Good afternoon Board members, my name is Steven Lee. I'm the attorney who owns, just so you understand, this property is an eight-plex. Now I'm going to give you a little background, if ever Murphy's Law was at work, it's been at work in this case, but we're trying to get it resolved. It consists of four units on lots 24 and 25 and four units on lots 26 and 27. It is connected, there's a common wall that runs, the roof runs on both sides, but there was originally a mortgage on each side, a mortgage on four units on one side and a mortgage on four units on the other side. We're not really sure how that happened, none of us were involved in that, it was several years ago. Probably, it was improper to begin with, some sort of mortgage fraud or something. There probably shouldn't have been a mortgage on one side and the other side, but it happened.

The side that Beaver Cleaning owns went into default first. We didn't know about the history, my client is real estate investor, and he bought this property. He fixed up his side. He has secured his side. And that's one thing that's curious about all this, all these violations treat it like it's one, it's currently owned by two people, Beaver Cleaning's owned it about a year now, GMAC owns the other side. So we've secured it, we've painted our side, the other side is the side that's in violation, so we've been working trying to get a hold of somebody at GMAC. They transferred servicing on this thing all over the place. We were working with people in Philadelphia, then New Jersey, now it's out in Texas. Bottom line is, we finally got a hold of the right people and we've got the other side, the side that's in violation, under contract right now okay.

Getting back to the issue, about Murphy's Law, we were proceeding with closing, we were about to close on the other side. Once we get both sides we can tie up the whole thing, and my client's anxious to do this, he likes this property, it's a nice area, it's in an okay area, but he thinks it has potential, and he has the funds to fix it up. But there was a title defect in the foreclosure, in fact, both foreclosures were done improperly, so they had to go back, open up the foreclosure case and rescheduled the sale. The attorney for GMAC, who owns the other half, the lot 26 and 27 side, is here. She came down from Tampa. She's actual handling litigation to clear up the title, and I guess she's about 45 days out on clearing the title.

So we think we'll have a closing on the other side in 60 days. And once that happens, then we can own the whole thing and we can go gangbusters with our contractors and get it fixed up. I do want the Board to be aware that as far as our side goes, now, it's a connected building, it's got a common wall, but our side is in full compliance. My client has painted that, it's secured; the other side is open. We don't control that, we don't own it. So that's been our difficulty in this whole case, but I think we've come to resolution of it by getting the other side under contract. And that's what we've been hoping to do for a long time now. It is under contract, I'm representing that under oath.

MR. MADFIS: Are you representing any of the other property owners in this group?

MR. LEE: No.

MR. MADFIS: Just one.

MR. LEE: Only beaver cleaning. There's only two: Beaver Cleaning and GMAC. The other attorney represents GMAC, she owns the other half that we have under contract.

MR. MADFIS: I thought you were saying there's four units in this building.

MR. LEE: Well, there's four units, but it's four on one, on two lots, four on the other.

MR. MADFIS: On one owner and four on the other owner.

MR. LEE: We own the four - I always have to check - 24 and 25, GMAC owns 26 and 27. We've got the other four under contract. So there's only two parcels, [inaudible] split in the middle, four units on one side -

MR. MADFIS: And you're asking for a 60-day extension.

MR. LEE: Well actually were asking for 90, but she should of the title cleared up in about 60 and then, you know -

MR. MADFIS: I thought the title was going to be cleared up in 45?

MR. LEE: Beg your pardon?

MR. MADFIS: I thought the title was going to be cleared up in 45 days?

MR. LEE: It's approximate, she doesn't have a hearing date.

MR. MADFIS: Okay, thank you. And what's the City say? I'm sorry, we'll hear from the other - you're the other owner of the other two or four units? Or you're the co-owner of this one.

MS. KOHN: Roberta Kohn, I'm here for GMAC mortgage. I would point out that I'm not sure that my client has been properly noticed, but be that as it may, we're here now to fix everything and resolve the problem so the property can be sold to Beaver Cleaning, the whole thing. And the problem all along, my client thought their side was fixed, and it was the other side that isn't fixed, but the whole problem all along is that you have two entities owning one structure and you can't fix things like roofs and stuff when you don't have ownership of the other portion of the property. As far as ownership is concerned, there are some title defects. We currently have motions pending to correct some of the problems. While I do think that 45 days, and hopefully done within 60, would be my goal as well, it may be a little bit on the optimistic side, and I would ask for 90 days to resolve everything. We have a motion set before the court on the thirtieth to clear up one title issue. And then we have to go into the other matter and reset the sale, which we have publication guidelines that require 30 days after the entry of the motion takes place. So, while [inaudible] said, I do think 60 days, maybe, we'll do our best. But I think 90 days would be more feasible.

MR. MADFIS: Thank you. Wayne.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. The property, I visited it today, and it is secure. The City would be concerned about moving this along, much as a flowchart would, that if Beaver Cleaning is fairly confident, if confidence is high, that they are going to get the property, they could retain a design professional at this time so that it isn't the question of a 90-day extension now and then 90 days from now, a 90-day extension to get the plans drawn.

MR. MADFIS: How much work does the building need to get into compliance? A lot? Is it just garbage, or is it -

INSPECTOR STRAWN: The north half, the roof has been leaking for many years. All the ceilings have fallen, the vandals have torn out plumbing fixtures and it generally, the shell is there, but it's going to be a complete rebuild on the north side.

MR. MADFIS: Okay, I think we have all the information from the respondents and from the City. Now we should have a motion, and after the motion, a discussion. Do I hear a motion?

MR. KERNEY: Mr. Chair, I'm not normally inclined to do a 90-day extension, but I think there's extenuating circumstances in this particular case, so I do make a motion for a 90-day extension.

MR. MADFIS: There's a 90-day extension on the floor, is there a second for that motion?

MS. CHARLTON: I second.

MR. MADFIS: Okay, now we have a second, we'll bring it back for a little discussion.

MR. KERNEY: Mr. Chair, I understand the City's concern about having this thing delayed, but in fairness to the potential buyer or owner, I don't know that I would spend my money if I wasn't 100% sure, especially what architects and engineers charge these days. So, it's a nice thought, and possibly the potential owner could be thinking about that, but I just don't think it's reasonable to request that at this point.

MR. MADFIS: Okay, any other thoughts on that matter or others? I just want to point out, I feel similarly that there are plenty of properties that are owned in joint ownership, be it a condominium, be it just partners, and the properties are kept up just fine. You don't necessarily have to have some kind of legal bonding element between you other than the desire to keep your building in it's best value and to keep it safe and to keep it up. So, some of the excuses that were given earlier don't really, aren't really for review here, but they also don't also hold a lot of weight. I think that what Wayne suggested though, that if there is an interest in maintaining the value of this property, and seeing the work done expeditiously, that perhaps the person who made the motion might consider amending it to require them to, when they come back next time at the end of this extension, to actually have the design professionals in place as part of any due diligence process. You may not hire them, but you sort of start getting their proposals and you get them familiar with it and you're ready to close with them the moment you close on the land, maybe even a little before because maybe the signals look good that this project will move along.

The concept of fast-tracking has sort of gone out the door in the last few years here in the City but the underlying concept should still be there. And when you're coming to us, asking us for some concessions, I think you need to bring something to offer. I'm suggesting that to the person who made the amendment, but, see what they think.

MR. KERNEY: Would it be proper to have the respondent come back up and see what they would, could –

MR. MADFIS: Sure, I would be happy to hear their thoughts.

MR. KERNEY: What would – I'm sorry, I didn't get your name when you first –

MR. LEE: Steven Lee.

MR. KERNEY: Mr. Lee, what would your thoughts be on that; would you be inclined to possibly start moving forward with your design, or you really want to wait until this thing is –

MR. LEE: I think my client's going to share the concerns you raised about the expenditures. We could certainly provide proposals.

MR. MADFIS: I think that would be helpful.

MR. LEE: I don't think that's unfair and probably in our best interest anyway. We're frankly dying to get on with it. Our side is not leaking, by the way. The City's correct, the north side is a mess but our side is not, but it affects it. This probably should have never been spit off because [inaudible]

MR. MADFIS: I understand. We don't need to get into that detail, but just another point is that the financial feasibility of this work sometimes brings it to a stop real quickly and if you haven't gotten a budget from a design professional and they haven't begun to suggest to you what the cost of construction might be –

MR. LEE: My client's pretty sophisticated –

MR. MADFIS: So am I sometimes, and I'm often surprised when I get some of the, down into the detail of exactly what we're doing. So, I suggest that you do move ahead with this, at least in an informal manner, to get the documentation for proposals in place and if there's any way they can give you an estimate of time, that it will take for you, once you do get the property secured that when you come back here, you can present that to us. You may not have them under contract, but you can suggest these are some people I have a choice to contract with, this is the kind of time they're suggesting it would take, and who knows, you might, don't have to bring it back here, but you might find it in the interim some other costs that will sort of affect your timeline or feasibility of this project.

MR. LEE: I don't think it's an unreasonable request.

MR. MADFIS: Exactly, I don't think it is either. So that's what I'm suggesting we would do if the motioner would do that.

MR. KERNEY: Well, the only amendment that I think I could possibly make in good conscience would be possibly that you come back at least with some due diligence in the form of a proposal or proposals from different design professionals.

MR. MADFIS: And would the person who made the second be willing to modify their second for that?

MS. CHARLTON: I second.

MR. MADFIS: Well, we've got the motion, the second on the floor, any further discussion? I'm sorry, go ahead.

MR. HOLLAND: Bear with me; I'm getting my feet wet here. I am a registered engineer and a question I have, we asked counsel for a proposal. As he said, it's one thing for the design professionals to propose rates and such. I don't know how much you're going to get in the way of what they're really thinking about in their proposal phase. It's very expensive to say, "Hey, we're going to do this kind of structure" but we're on the right track. I think by better definition of proposal, perhaps maybe inserting the language of rendering, if it's appropriate.

MR. MADFIS: Sometimes it's difficult to get the rendering without actually having these guys expend some money. And I understand what you're saying. It's a very small project and if they work with a competent architect or engineer, I think the architect or engineer will look at it and give them some feedback on the overall feasibility of the project. That should be the type of engineer or proposal you should be looking for. Somebody who does, who's just gaa-gaa goo-goo over just doing anything, and won't even think to look at what the impact of what they do will be is not necessarily their best choice for this type of project. So, if you seek out that type of professional, I think you'll get a lot of information, more than we're asking for you to bring back, but I think it's an important step that you take prior to coming back here because I see so many projects just go in a different direction as soon as they start gathering this information and it can start just with the architectural or the engineering fee alone.

MR. LEE: We had bought the first half of the property, and when we realized the situation, we were getting prepared, frankly, to sue GMAC and fortunately, we were able to work things out with them to get the other side under contract and so now we're hoping to get things resolved –

MR. MADFIS: That's a fantastic start.

MR. LEE: But this title issue came up and I guess that there's still a possibility that somebody could buy the sale and then there'd be a commission, so we really [inaudible]

MR. MADFIS: Right. And the cost of the title attorney, and all the other fees you're going to have when you start looking at it, this is just the beginning. We have a motion on the floor, we're okay with that? Why don't we take a vote. All in favor say aye.

BOARD MEMBERS: Aye.

MR. MADFIS: Passes unanimously.

MR. LEE: The only thing I would request then, I was wondering, I'm not on the list, for some reason, for the notice for these meetings. I want to make sure that for the next, any proceedings in this case I do get placed on the list.

MR. KERNEY: Mr. Chair, if I could respectfully request, we have a new member and typically it's been a – we've usually introduced ourselves every time have a meeting.

[Board members introduced themselves in turn]

**[2. Case CE06100738]**

Index

MS. MOHAMMED: Next case, page 1 of your agenda, it's a new business case. Inspector Robert Pignataro for case number CE06100738, case address 1365 Southwest 31<sup>st</sup> Street. The owner, Frances Yocca. Certified mail sent to the estate of Frances Marie Yocca in care of Therese Gamber, personal representative, signed by Stephanie Gamber, dated 12/16/06. Certified mail sent to Anthony Yocca, certified mail returned, vacant. Certified mail sent to Matthew Schlichte Esquire, Attorney for Therese Gamber, personal representative of the estate of Frances Marie Yocca, office of Ray. A. Schlichte Jr., P.A. signed by K. Riordan, dated 12/14/06. Certified mail sent to Pasquale Ritone, registered agent for Ritone Inc. Certified mail signed for 12/14/06, signature illegible. And inspector Wayne Strawn is standing in for Robert Pignataro.

INSPECTOR STRAWN: Wayne Strawn, City building inspector, Bob had his knee replaced and he's been out for a while recuperating. The violations that exist at 1365 Southwest 31<sup>st</sup> Street are:

FBC 117.1.1

THE ONE STORY, HALF WOOD FRAMED AND HALF C.B.S. HOUSE AND REAR WOOD SHED 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.

FBC 117.2.1.1.1

THE MAIN HOUSE HAS SEVERAL BROKEN WINDOWS AND THE REAR DOOR IS OPEN TO CASUAL ENTRY.

I think the owners are here today to report that they have secured the rear door.

FBC 117.2.1.1.2

ALL THE ROOMS ARE FILLED WITH ROTTING FURNISHINGS AND DEBRIS.

FBC 117.2.1.2.2

THE T1-11 WOOD SIDING, FASCIA IS ROTTED IN PLACES.



THE ROOF IS ROTTED AWAY ALLOWING SUNLIGHT TO SHINE THROUGH ROOF BOARDS AND BEAM FRAMING. THE CEILINGS HAVE COLLAPSED DUE TO THE EXPOSURE TO THE ELEMENTS AND THE SOFFIT AND WINDOW SCREENS ARE MISSING AND ARE DETERIORATED.

FBC 117.2.1.2.3

THE INTERIOR WALLS OF WOOD PANELING ARE DESTROYED DUE TO THE MISSING ROOF AND EXPOSURE TO THE ELEMENTS. THE REAR WOODEN SHED HAS A PARTIALLY DESTROYED DOOR AND FRAME. THE WINDOWS AND SHIP-LAPP SIDING ARE ALSO DESTROYED DUE TO EXPOSURE TO THE ELEMENTS.

FBC 117.2.1.3.1

THERE IS A WALL AIR CONDITIONING UNIT ON THE WEST WALL, ONE ON THE NORTH IN A WINDOW, ALL WITHOUT A PERMIT.

FBC 117.2.2.1

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

FBC 117.2.2.4

AN EXCEPTION TO THE PERCENTAGE CRITERIA.

Since Bob composed this document, the new owners have removed a lot of the rubbish that was inside the building.

[Ms. Mohammed asked Inspector Strawn to submit his photographic exhibits]

Yes, we're submitting City exhibit 1. The photographs that Bob had didn't really capture the entire flavor because when Bob was photographing, the building hadn't been gutted. The new owners have pulled a dumpster up on the site and removed the combustibles for the most part, from the building, and removed the ceiling debris and the wall sheathing on the interior so that it's a gutted wood frame for the most part, wood frame building. And it exposed a lot of the rot and problems, deterioration of the superstructure itself, which Bob wasn't able to capture in his photographs. So I went in and re-took the photographs and the photographs that you're looking at now were taken recently by myself. The City is asking for a motion to demolish. The property owners are here and I believe they're going to request time to investigate the rebuilding process.

MR. MADFIS: Wayne, do you think the property is worth rebuilding?

INSPECTOR STRAWN: No, I don't. It's severely deteriorated and it's been neglected for a very long time.

MR. RITONE: Basically, I'm the new owner; I bought it December 17<sup>th</sup>. I did know there was these – My name is Pasquale Ritone.

MR. MADFIS: Pasquale?

MR. RITONE: Pasquale Ritone, yes. Basically, what happened is, I bought this property December 17<sup>th</sup> knowing about the 8 violations that were there. I had gone and spoke to Wayne Strawn, and he told me go ahead and start cleaning out the property, it'll help you. If you [inaudible] go and board up the windows like he said. So, of these violations, I've taken care of 4 or 5 of them. He did say that the roof is damaged and I'm not here to repair the roof, I would change the whole roof completely. I have pictures myself. It says in each windows, one of the violations is windows, and those can be replaced. I would just like to go ahead and put a whole new roof on it. As far as the debris, 5 of the violations were the debris inside the house is one of them. I boarded the windows was another. The air conditioning, one was put in many years ago without a permit. I've taken care of already these 5 issues right now. So, I don't know where I stand, I went ahead and get an architect to take a look at the property, Joseph Kielor, maybe you guys know him. I have pictures here of the property now, I have Joseph that just got on it, went to see the property and told me that he would give it a look and give it a try and see where we stand. I just purchased it. I purchased it based on I could probably fix it or at least get the opinion of a professional to go see it. He's also offered to meet up with my architect so they can discuss this and see what they can do.

MR. MADFIS: So your plans are – you're not sure what your plans are with this; you're still waiting to get feedback from an architect?

MR. RITONE: An architect. And the holidays just came by, he was very busy, so he did take some time to go out there and look at the property, he did write me an extension to ask you guys for an extension to take a few more, maybe a month or two. It's great that if he'd go out there and meet him. Maybe they could discuss it. I just purchased it really based on that I could repair it. I'm not going to go there and patch up a roof, I'll change the whole roof if I have to.

MR. MADFIS: Is this a purchase to be an income property or to be your own home?

MR. RITONE: It's going to be an investment property. I thought that be better to fix it than just to knock it down leave a piece of land there in the middle of a residential neighborhood.

MR. MADFIS: Do you know what the rental incomes are for homes of this size in the area?

MR. RITONE: Pardon?

MR. MADFIS: Do you know the rental incomes for the homes of this size in the area?

MR. RITONE: No, I probably would sell it. I'd sell it after I repair it.

MR. MADFIS: Oh, so you'd sell it to someone who'd just own it.

MR. RITONE: Yes, I was going to go in there, rebuild the house, fix it properly, up to code as everything says over here, get all the permits. I have a contractor as a partner. I have many of the trucks myself, dump trucks, BobCat, do a lot of the work myself as well.

MR. MADFIS: So you've run a little pro-forma on this to determine that it is financially feasible to repair it.

MR. RITONE: Yes it is. I figured it would run me maybe anywhere from 60 to \$70,000 to fix this house. Even if it pushed to 100,000 if I have to. I purchased it at 65,000. The neighborhood is, the value is 300,000 [inaudible] homes are selling for 300,000. So even if I go ahead and put 100,000 which would make this house beautiful, immaculate, I'd be in a 165, it still is feasible for me to go ahead and buy it.

MR. MADFIS: Any other questions from the Board?

MR. SCHERER: What kind of time do you want?

MR. RITONE: I'd like my architect to set something up or maybe come in here at the next meeting, show you his plans if it's possible to do. I, hopefully he'll be honest with me like you said, a lot of architects will take the plans, draw it up for you and [inaudible]

MR. SCHERER: Have you hired him?

MR. RITONE: Pardon?

MR. SCHERER: You've already hired him?

MR. RITONE: Yes, I've hired him, he's a reputable man from Hollywood. My partner's done business with him before. So he came out there, took a look. I paid him to come out there take a look at the property and he's going to put something together for me and probably come back with me at the next meeting if you guys would give me the extension. Maybe he'll tell me that it's just not feasible, it can't be done. Hopefully he could meet up with Wayne and he could discuss certain things that could be or can't be done. I mean, \$100,000 is a lot of money, if I put in that kind of money, this house would be impeccable. I think I got it at 65,000 – I was within range to put this money in to fix it. The neighborhood's value is 300. I see what you guys are saying as far as the 50% law. If homes are being sold for 320, 330 –

MR. KERNEY: Through the Chair – Wayne, is the property secure at this time?

INSPECTOR STRAWN: It was open the other day when I took those photographs. I would rely on his testimony today, on the owner's testimony.

MR. RITONE: [inaudible] took the pictures [inaudible] things that were boarded up.

INSPECTOR STRAWN: And you secured the rear door?

MR. RITONE: Yes.

INSPECTOR STRAWN: The photos that, the composition of the charging document done by Bob before the gutting was done, and if he had seen the condition of the floor joists and so forth, I have cautioned the owner that this is going to be a difficult thing to do feasibly, and that was one of the reasons I wanted to meet his architect out there, just to know where he's going to start with this project. We have one of the neighbors, Chuck Wygant, lives across the street, would like to testify. He hasn't been sworn in.

MR. WYGANT: Good afternoon Board, my name is Charles Wygant, I reside at 1360 Southwest 31<sup>st</sup> Street, which is across the street from the subject property. The owner mentioned that he only paid 65; he told me he paid \$100,000 last month. Anyway, even if he replaced the windows and the roof, the wall studs need replacing, the whole floor needs replacing. And the cost of rehabbing this and making it habitable far exceeds 50% of the value of the structure.

MR. SCHERER: Is there something you want to testify other than to the cost of the repairs?

MR. WYGANT: I mean, from my experience looking in there.

MR. SCHERER: I mean, I understand what you're saying, but as just a neighbor.

MR. WYGANT: I'm a certified general contractor in the state of Florida, former building inspector with the City of Fort Lauderdale for 18 years.

MR. SCHERER: That's an important piece of information you forgot to tell us.

MR. WYGANT: I've appeared before this Board in my previous occupation, not the current members, but previously I have presented cases before this Board. The neighbors on both sides and myself would like to see this home knocked down. We'd prefer a vacant lot. And he said the properties are going for at least 300,000? The property next door is on the market for 240, the one just sold one street over, I believe either 220 or 230. This is only a 2-bedroom, 1-bath home. And the pictures you have, the front 1/3, the CBS portion with the jalousie windows on each side, is a non-conforming structure and was installed without a permit. It exceeds into the front yard setback. From the front of that structure to the front property line is only 16 feet. There's a 25-foot front yard setback in this neighborhood. So that portion –

MR. SCHERER: Wayne, is that a violation that you've noted or no? Some of the violations that he's talking about, because he's reading certain violations in the record that we don't have on the record.

INSPECTOR STRAWN: Right, the zoning violation wouldn't be apropos to the demolition, but it certainly would become an issue when you went to try to rebuild it.

MR. RITONE: Even if it's been there 40 years though?

MR. SCHERER: It's not grand fathered in if it never had a permit.

MR. WYGANT: So, again, the neighbors and I would like to see this demolished. It's going to cost too much to make it habitable. Thank you Board.

MR. MADFIS: Any other people in the audience want to speak who've been sworn? Seeing none, I'll bring it back to the Board.

MR. KERNEY: Mr. Chair, I understand Mr. Wygant's concerns and certainly I think that this Board has experienced in the past that most homeowners find out that it is cost-prohibitive when they get into it to rehab a house that's in this condition. But with that said, this Board has always given at least one opportunity to try to make something happen, and I think it would be unfair to - is it Mr. Ritone - for us not to give him that opportunity. So, for that reason, I'm going to make that motion for a 30-day extension, and at that time, part of that motion we would need a report from your architect or engineer saying that the house is, can be rehabbed and, I'm sorry, just a report from your architect or engineer. If not, I'm going to call for demolition at the next meeting.

MR. MADFIS: Is there a second on that motion?

MR. MINOR: I'll second.

MR. MADFIS: Okay, and the motion is clear? That's great. Any discussion regarding those thoughts? I just want to reiterate that many times, what first appears to be okay and maybe the most solidly-built section of the building may actually be the non-conforming section. And there are often a lot of surprises. All of us have been through them and that's how we get our experience.

[inaudible]

MR. MADFIS: We're actually not the final authority, we're not the final authority on those details actually. A lot of times those rules change in terms of grand fathered limits and so forth and certain accessory uses and what have you. You may be able to take it to a certain boards of appeal or get certain waivers but you need to look into that and you need to look into what the cost and the impact and the time of all those things is. And it's, it can get out of hand. If you hire Joe Keilor, or someone of his equivalent, you'll get the information that we're looking for in a report in 30 days. So I guess we're ready to take a vote. All in favor of the 30-day extension say aye.

BOARD MEMBERS: Aye.

MR. MADFIS: Thank you. Anyone opposed to that vote? None? Okay, motion carries.

**[3. Case CE06091892]**

Index

MS. MOHAMMED: Next case page 10 of your agenda, it's an old business case, inspector Wayne Strawn for case number CE06091892, case Address: 824 Northwest 1<sup>st</sup> Avenue, the owner REO Asset Management Inc. This case was first heard by the Unsafe Structures Board on 12/21/06. At that hearing, the Board granted a 30-day extension and the respondent to return with documentation from an architect or engineer. The service requirements of the mail sent is as stated on the agenda. And like I said this is an old business case.

MR. GELLER: Josh Geller, REO Asset Management. Since the last meeting, I have contracted an engineer/architect to develop plans to rebuild the property. I've already done the trusswork. I haven't done the trusswork; he's already gone ahead and drawn plans for the trusswork. So the roof will be replaced soon, they're pulling the permit, I believe next week. He should be done with the plans to renovate the building, and the other two buildings that are adjacent to this building, probably within the next three weeks. So I am asking for an extension of 60 days. That would be three weeks for the architects and the remainder to pull the permits.

MR. MADFIS: Do you have the documentation that was requested with you?

MR. GELLER: I - at the last meaning, I presented that to the Board.

MR. MADFIS: Okay, let's hear from the City.

INSPECTOR STRAWN: Wayne Strawn City building inspector. I think there is a little confusion here because I intended - this is another case where the building was split in half. This time, the division is a north and south line, there's two, there's one building there with two different portfolio numbers. And I had to generate two cases because of that. And I generated a case for 826, and also one for 824. But somehow they didn't end up on the same agenda. So this gentleman is responding to both 826 case and the 824 case. The building department, the building official is hesitant to accept a plan that only deals with the roof. What we're looking for is a full plan that deals with the complete restoration of the building. Because of the damages you have seen in the photographs and so forth with regard to the fire damage, and then the vandalism damage after the building was left open. It is a good progress to show that you already have a truss plan for the rebuilding process. But we need full sets of plans that will address, bring both sides of the building, the entire building up to the standard, the minimum housing standard of the City of Fort Lauderdale and also building code standard. We are fortunate in this particular instance that we only have one owner of both sides.

MR. GELLER: The architect is actually drawing the plans for the renovation for the remainder. There's 5 units in this building; the left 2 units have been renovated previously by somebody else who went through a foreclosure process, somebody bought it renovated it and I bought it from them. The right hand side of the building, I just bought recently within the past 7, 8 months. And that's the one that I already have the roof truss plan for, I already have a roofer that's applied for the permit, and now he is going ahead and doing the rest, the architectural repair work, excuse me, the architectural [inaudible] to bring the property up to standards. Also, there

are two buildings next to this that are part of this project, so he is not just doing the three units. The architect is doing the remainder, there's also another 13 units that he's doing also. So that's why I need the extra time.

MR. MADFIS: Is any of that work under permit now? He's all preparing drawings, permit for all of it?

MR. GELLER: The roof was already put in for permit. We're waiting for the contractor to put the roof truss permit in next week. Soon as that's in, then we'll be able to put the roof on; after there we're going to go ahead and get plans done in the next few weeks and then we are going to put the permit for the renovations.

MR. MADFIS: I'm not sure they're going to give it to you in that sequence, but I'm not, I'm not going to discuss that. Alright so you've had an architect go out there and working on plans to do the renovation of the entire structure right now.

MR. GELLER: That's correct.

MR. MADFIS: Those plans, have they been submitted for a permit at this time?

MR. GELLER: No, those plans are not finalized yet. After the previous meeting, I did contact the architect, and since the logistics of the time of the middle of December of last year, no one did anything until after the beginning of the year so he is working on those now. He needs a couple more weeks, not just because it's 3 units, but he's doing - which doesn't pertain to this committee - but he's doing the entire 16-unit project, which needs plumbing, the A.C. -

MR. MADFIS: So he needs about two more weeks to prepare the plans and then you're going to submit the plans.

MR. GELLER: That's correct.

MR. MADFIS: And you're the owner of the property?

MR. GELLER: Yes I Am.

MR. MADFIS: So you're ultimately developing this into a - what is it, multifamily or -

MR. GELLER: Yes. It's a 16-unit 3-building complex used as a rental.

MR. MADFIS: And you have - as a rental. And when you submit these plans are going to follow the standard method of submitting plans at the City of Fort Lauderdale, or are you going to hire one of the expediting services that they now allow?

MR. GELLER: I have a contractor. I believe he's just going to go into the City and -

MR. MADFIS: So the standard process, do you know how long that's taking at this time?

MR. GELLER: No I don't.

MR. MADFIS: Wayne, do you have any idea? I'm under the impression it's a couple of months at least.

INSPECTOR STRAWN: They're much more caught up now, in fact, there has been some talk about if they're caught up enough that they may be eliminating the expediting process. I would like to add though, that the violations that appear here encompass the entire building. The same set of violations appear on 824 as appear on 826 because the City's position is it's only one building. The power comes in on one end, the sewer goes out on the other end, and we would caution the gentleman, the owner, to make sure he gets unity of title and what we want is a permit to, not just fix the three apartments on the east, but the entire building. Some of the violations cited here are the rebuilding process of the first two apartments on the west, the window permits have expired. So there's violations there that need to be addressed as a whole, a whole 5-unit building.

MR. MADFIS: So, plans that the architect is preparing really, if he has just two weeks left, he must've been working on them for a while, they'd have to be comprehensive plans for the variety of identifying existing versus new versus, you know, what code level he's at, if he's going over 50 percent. So they really need quite a detailed set of construction documents. Is that what you're understanding is being prepared?

MR. GELLER: That's correct. The units are gutted now for windows, doors, air conditioning electrical, everything.

MR. MADFIS: Okay, so, a comprehensive set of plans. I'm ready for motion, I would just also think that maybe the motion needs to be tied to evidence of these plans. If we ask for a certain time, that he come back, if not with a permit at least with evidence the plans have been prepared and submitted, of that nature. But let's leave it to the Board for –

MR. BELLISIMO: Can I just ask a question? Is building safe and secure right now?

MR. GELLER: Yes it is. There were two doors that were open previously that I have secured, I boarded them up, and the entire complex is surrounded by an 8-foot fence with barbed wire on it.

MR. MADFIS: I guess we're ready for motion then unless there's any other questions.

MR. SCHERER: I'll make a motion. I make a motion for a 60-day time extension, provided that you return with a completed set of plans and submitted for a permit.

INSPECTOR STRAWN: Mr. Chairman, may I interject?

MR. MADFIS: Absolutely.



INSPECTOR STRAWN: The 826 hearing, I just checked with Yvette, it's coming out next month, and this poor man will have to come to every hearing. So perhaps a 30-day extension would be apropos since is going to have to be here next month anyway.

MR. MADFIS: That makes some sense. Let me ask him one question. Do you think given the fact that the plans are going to be done in 2 weeks and you're going to have 4 weeks before you show up here, that you would be able to still comply with the motion to have the plans submitted for permitting, completed, bring a copy of both the application and the plans here?

MR. GELLER: I should be able to have the architectural plans available for you at that point in time. But the permitting, you know, it goes back and forth –

MR. MADFIS: Right, we don't expect you to have the permit, but simply the application.

MR. GELLER: Yes.

MR. MADFIS: Filled out and accepted. That's a challenge in itself, if you get that far it's a big chunk.

MR. GELLER: I'll try diligently.

MR. MADFIS: Okay, great. So, I'll let the person modify the motion.

MR. SCHERER: So we'll modify to the 30-day time extension provided that you come back with a permit application completed and filled out, and the permitted set of plans, a set of plans ready for submission for permit.

MR. MINOR: Second.

MR. MADFIS: Great, any other discussion regarding this item? Hearing none, all in favor say aye.

BOARD MEMBERS: Aye.

MR. MADFIS: All opposed? The motion passes.

**[4. Case CE06070120]**

Index

MS. MOHAMMED: Next case page 11 of your agenda, old business case, Inspector Wayne Strawn for case number CE06070120 case address: 1512 Northwest 6th Avenue, the owner Harry P. Denis and Marie Julie Denis. This case was first heard by the Unsafe Structures Board on 10/19/06, at that hearing, the Board granted a 60-day continuance. This case came before the Board on 12/21/06, at that hearing the Board continued the case to 1/18/07. The service requirements are as stated on the agenda, and this is an old business case.

MR. DENIS: Good afternoon Board, my name is Harry Denis, owner of 1512 Northwest 6th Avenue, Fort Lauderdale. As I spoke to you last month I was meeting, I supposed to schedule with Zoning by Mr. Donald L. Morris. So, he postponed it, and I was supposed to meet again today, this morning at 11 o'clock. He called up after nine o'clock, he's postponing for tomorrow at 3:30. So I still need your favor, about 30 days of continuance.

MR. MADFIS: I'm not sure I quite understand, you had asked for an extension earlier, and then got some misdirection and now you need another extension?

MR. DENIS: Yes, I already submit my plan for a permit, I had to resolve the problems but this one is supposed to be with the Zoning. So, I was supposed to meet with them this morning, he called me postponed the meeting 'til tomorrow at 2:30 so [inaudible] I need the continuance.

MR. MADFIS: So your building permit application is in, and it's currently in the Zoning Department, and they're suggesting that you need 30 days more to be reviewed by the Zoning Department?

MR. DENIS: Yes.

MR. MADFIS: And then you move on to the next department after that, is that correct?

MR. DENIS: [inaudible]

MR. MADFIS: And so you have a little ways to go, is what you're saying, to get your building permit, more than 30 days.

MR. DENIS: Yes because [inaudible] meets with Zoning, he's going to tell me what they require to be done, and so, I am waiting.

MR. MADFIS: So you actually have maybe not completed a full set of plans, you're waiting for some feedback from Zoning?

MR. DENIS: Yes.

MR. MADFIS: And have you hired an architect or an engineer?

MR. DENIS: Yes.

MR. MADFIS: And they're not –

MR. DENIS: [inaudible] planned a meeting already set.

MR. MADFIS: Thank you. Just for minute, we'll listen to the City.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. I can clarify this, perhaps the Board doesn't remember. Mr. Denis's addition that doesn't have a permit was encroaching in the rear yard setback five or six feet. And I think he's meeting with the Zoning Department about getting a variance to allow. His design professional has drawn the plans showing the encroachment and told Mr. Denis that he could get a variance. I don't think he can, but Mr. Denis is still trying to get the plans through plan review as they exist.

MR. KERNEY: If I remember this case correctly. It was almost, there was some fraud involved were Mr. Denis was told that there was a permit pulled and everything was done properly, and then he comes to find out after the fact that that wasn't the case.

INSPECTOR STRAWN: Yes, Mr. Denis hired an unlicensed contractor.

MR. MADFIS: We wanted to give him some time to get with the City to try to see what the feasibility of any variances were. So, did you actually have a chance to meet with Donald Morris, or you just left the plans with him?

MR. DENIS: Yes. I supposed to meet with him this morning; he called me about 9:30 he said he can't be there. He postponed it for tomorrow afternoon at 3:30.

MR. MADFIS: I think the benefit of his input would be great because I think he would pretty much tell you what I would say is that you're not going to get this variance, sort of what Wayne thinks. It's a shame to go another 30 days, just on this idea. I know I've met with Donald Morris at least three times since the time that you've been here, and I have to call and request and schedule a Monday morning meeting with him too, and some of my meetings have been canceled or postponed as well. Granted it's my job to meet with him, and it's maybe not yours, but he can be met with pretty much whenever you need to schedule it. Sometimes he does have to reschedule. So I don't know, I'm not comfortable with the idea of an extension, but I'll leave that to the Board. I guess that's really all unless Wayne or –

INSPECTOR STRAWN: I would just - some of the information the Board may be interested in – Mr. Denis, is that area of the building occupied at this time?

MR. DENIS: Yes.

INSPECTOR STRAWN: Yes, he nodded yes.

MR. DENIS: Yes.

MR. MADFIS: Good question. Any other questions regarding the condition of the [inaudible]

MR. KERNEY: Quick question: Mr. Denis, your meeting with the Zoning people was canceled twice?

MR. DENIS: Yes.

MR. KERNEY: Mr. Chair, I don't believe the fact that Mr. Dennis is in front of us again and has not complied is really his fault if the City has canceled on him twice. I would be inclined to make a motion to extend this to the February 15<sup>th</sup> meeting to give Mr. Dennis time to meet with Zoning.

MR. MADFIS: There's a motion on the floor for an extension, is it a 30-day extension?

MR. KERNEY: 30-day, not 30 days its February 15<sup>th</sup>.

MR. MADFIS: Effectively to the next meeting, is there a second for that motion?

MS. CHARLTON: I second.

MR. MADFIS: Okay, we have a second on the motion. Any discussion? I'm just going to say again, I think that if somebody is trying to save their home they can get these meetings. I agree that it's not easy, you have to travel, you have to make appointments and what have you. At the same time, the planners are available to communicate by e-mail. I'm not sure if you have e-mail, but even by fax. You can fax them copies of the survey, they can get a jump on it, they still may want to meet with you formally but 30 days today is a long time to let ride just asking a simple question as to whether we can practically get a variance or not. I'm sorry, Wayne?

INSPECTOR STRAWN: May I speak [inaudible], Mr. Chairman? The City would like to, if an extension is granted, the Board has the power to order the vacation of this part of the building, which is being occupied without a CO and the Board may want to entertain that before they grant a continuance.

MR. MADFIS: Wayne, is the building generally safe or don't we know?

INSPECTOR STRAWN: I don't know. All of the electric, and so forth's all been done without a permit.

MR. MADFIS: Any thoughts on the –

MR. SCHERER: How big is the addition? How big is it?

INSPECTOR STRAWN: I believe it's approximately 30 feet long –

MR. SCHERER: By –

INSPECTOR STRAWN: - by 12, 14 feet wide.

MR. SCHERER: So you're talking 400 square feet, about?

INSPECTOR STRAWN: Yes, that's correct. Approximately.

INSPECTOR STRAWN: 20 by 14. Mr. Denis says 20 by 14.

MR. KERNEY: Mr. Denis is it a bedroom, is it a living room, what is it?

MR. DENIS: Yes [inaudible] study and then the room on the back for [inaudible].

MR. KERNEY: And the room is what, like a family room or a television room or something like that?

MR. DENIS: Yes.

MR. KERNEY: Okay. So it would be feasible for you to not use that area until we can get this resolved as a safety issue?

MR. SCHERER: I got a question, how are we going to enforce that? We're not going to go into his home and make sure he's not sitting in there watching TV –

MR. KERNEY: Well we're not going to enforce it.

MR. SCHERER: [inaudible] Wayne go and enforce that. And we can tell them obviously –

MR. KERNEY: We're going to say it to appease - I think it's more of a liability issue that if we say, "hey don't use that" because the City is not sure it's safe, and something catastrophic was to happen then it falls back on Mr. Dennis, so I would be willing to amend my motion to include that.

MR. SCHERER: I'll second that motion.

MR. MADFIS: Okay, so now we have a motion that's been seconded, any further discussion on the motion?

MR. KERNEY: One more thing Mr. Chair, and I don't mean to disagree with you on your first meeting, but I disagree with your assessment of the ability or how easy it is to meet with the Zoning people. It's a tough, as a contractor. I've been a contractor for 16 years now, it's tough for me to navigate the system, and I'm in there a couple of times a month and it's compounded by the fact that Mr. Denis, English is not his first language. He's, I think he's done very well to get this far and understand the process to where he's at. And I don't think there's anything wrong with giving them some leeway and try to get this resolved.

MR. MADFIS: And I agree. And I just want to make my point as well, but I agree that's why I leave it to the Board and I really don't object. We spend a lot of time keeping our doors open between the City and our office and that's not easy for everybody to do, not even us, so. I think we have a vote. All in favor?

BOARD MEMBERS: Aye.

MR. MADFIS: Any opposed? Motion passes. We'll see you in 30 days and bring evidence of what you can.

**5. Case CE06102504]**

Index

MS. MOHAMMED: Next case, page 2 of your agenda, it's a new business case. Inspector Wayne Strawn for case number CE06102504, case address 209 Southwest 11<sup>th</sup> Court. The owner, RDM Development LLC. Certified mail sent to RDM Development LLC, signed for 12/21/06 by Edna McNair. Certified mail sent to Robert D. McNair registered agent for RDM Development LLC. Signed 12/21/06 by Edna McNair. Certified mail sent to Kenneth B. Levinson signed 12/20/06, signature eligible, and the last permit applied for was 11/3/06 for a demo.

INSPECTOR STRAWN: Wayne Strawn City building inspector for 209 Southwest 11<sup>th</sup> Court.

FBC 117.1.1

THE SINGLE FAMILY RESIDENTIAL STRUCTURE HAS BEEN SUBSTANTIALLY DAMAGED BY FIRE. THE BUILDING IS NOW A WINDSTORM AND FIRE HAZARD AND DOES NOT COMPLY WITH THE MINIMUM HOUSING REQUIREMENTS OF THE FLORIDA BUILDING CODE.

FBC 117.2.1.1.1

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

FBC 117.2.1.2.1

MANY BUILDING PARTS AND STRUCTURAL MEMBERS HAVE FAILED OR ARE HANGING LOOSE OR LOOSENING DUE TO THE DESTRUCTION CAUSED BY THE FIRE.

FBC 117.2.1.2.3

THE BUILDING HAS BEEN GUTTED BY FIRE AND EXISTS AS A RUIN.

FBC 117.2.1.3.1

THE CARPORT HAS BEEN ENCLOSED AND A GAS WATER HEATER INSTALLED WITHOUT OBTAINING THE REQUIRED PERMITS.

FBC 117.2.2.1

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

FBC 117.2.2.2

THE COST OF STRUCTURAL REPAIR OR REPLACEMENT EXCEEDS 33% OF THE STRUCTURAL VALUE OF THE BUILDING.

FBC 117.2.2.4

IS THE EXCEPTIONS PROVIDED TO THE PERCENTAGE CRITERIA.

I have had a conversation with a man who identified himself as the owner on the phone. I believe he's, if I remember correctly he's from out of state, but I'm not sure on that. A permit to demolish was submitted on November 18<sup>th</sup>, oh yes, here's the photographs of the destruction caused by the fire of the building. On November 18, there's an application for demolition, excuse me, on November 18<sup>th</sup> the plans were found deficient. And I informed the owner that he should talk to his contractor, the only reason, he was upset because he received this notice, and he said, "Well, I'm trying to knock it down, but you won't give me my permit" basically, and I told him he should talk to his contractor and provide the City with everything they wanted to get the demo permit and go forward. The last time I was there, there was a huge piece of machinery sitting in front yard, which I assume is going to be used for the demolition. But they still haven't got their demolition permit. The City is asking for motion to demolish.

MR. MADFIS: And there's no respondent? Board, any motions or thoughts? There is a script for the demolish motion, if anyone wants to use it.

MR. SCHERER: I'll make a motion. I moved 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: Second.

MR. MADFIS: Perfect. All in favor?

BOARD MEMBERS: Aye.

MR. MADFIS: All opposed? Motion passes.

**[6. Case CE06062030]**

Index

MS. MOHAMMED: Next case, page 3 of your agenda. It's an old business case. Inspector Wayne Strawn for case number CE06062030, case address: 637 Northeast 4<sup>th</sup> Avenue, the owner James G. Levin. And this case is before the Board and the City is requesting that the Board vacate the order of October 19, 2006 on the advice of the assistant city attorney.

MR. MADFIS: What does that mean, to vacate the order?

ASSISTANT CITY ATTORNEY: [redacted] from the City of Fort Lauderdale attorney's office. Vacating the order means, it's like saying the order that we entered doesn't exist anymore, sort of like just taking it back. And the reason we're asking you to take it back in this case is that the file itself had some problems, and I think we need to start over. It was my advice to the department that they just start over. Its kind of a technical issue, but it doesn't deal with any of the facts of the violations that were alleged to exist, or that the Board found existed on the property. We just need to get our files in better shape before we run around knocking down buildings. So we're asking that you vacate the order and then we'll - and if he doesn't fix it we're going to bring it back so you'll have another opportunity to hear our better presented evidence next time or in a few months, okay?

Unsafe Structures Board

January 18, 2007

Page 24

MR. MADFIS: Okay, so what, at this point, we need a motion to vacate?

ASSISTANT CITY ATTORNEY: Motion to vacate the order.

MR. MADFIS: Do I hear motion to vacate the order?

MR. KERNEY: Mr. Chairman, I make a motion that we vacate the order of October 19, 2006.

MR. MADFIS: Do I hear second?

MR. SCHERER: Second.

MR. MADFIS: Great. All in favor of vacating that order?

BOARD MEMBERS: Aye.

MR. MADFIS: All opposed?

ASSISTANT CITY ATTORNEY: Thank you.

MR. MADFIS: Motion passes.

MS. MOHAMMED: There are two other cases on your agenda that came into compliance prior to the hearing. Page 5 of your agenda, case number CE05011052 case address 723 Northwest 6<sup>th</sup> Avenue, owner: Luma Properties Inc. It's in compliance.

MR. MADFIS: How did they come into compliance, what did they do, demolish or they –

INSPECTOR STRAWN: They got their permit issued to repair the building.

MR. MADFIS: Okay, great.

MS. MOHAMMED: Next case, page six of your agenda. This case also came into compliance. Case number CE05110170. Case address 1170 Southwest 27<sup>th</sup> Avenue. The owner, Catherine C. Harber, Family LP. And that's complied.

INSPECTOR STRAWN: Again, a permit was issued to repair the building.

MS. MOHAMMED: And that concludes today's agenda.

[Meeting concluded at 4:05]

  
FARIDA MOHAMMED, BOARD CLERK

  
MICHAEL MADFIS, CHAIRPERSON




CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held January 18, 2007, 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 25 day of January, 2007.

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 25 day of January 2007.

  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

Notarial Seal:

