

City of Fort Lauderdale
 UNSAFE STRUCTURES BOARD
 Thursday, September 20, 2007 at 3:00 p.m.
 City Commission Meeting Room
 City Hall

Board Member	Attendance	Cumulative Attendance 10/06 - 9/07	
		Present	Absent
Charles Minor, Vice Chair	A	7	5
Chris Bellissimo	P	9	3
Olivia Charlton	A	9	3
Hector Haguaburo	P	8	4
Joe Holland	P	9	0
Thornie Jarrett	P	5	0
Patrick Kerney	P	10	2
John Scherer	P	9	3

City Staff

Farida Mohammed
 Yvette Ketor, Board Secretary
 Assistant City Attorney
 Wayne Strawn, City Building Inspector
 Brian McKelligett, Administrative Assistant II
 Jamie Opperlee, Recording Clerk

Guests

CE07021325: Hope Calhoun, owner's attorney; John Cumper, engineer
 CE06011118: Keith Crum, owner's son
 CE06081280: Jennifer Cordero, attorney for interested party
 CE07021325: Allan Kozich, engineer
 CE05110196: Erika Hernandez, owner
 CE06102667: John Mislow, owner

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<u>Case</u>	<u>Respondent</u>	<u>Page</u>
1.CE07021325	Jungle Queen Inc.	<u>3</u>
Address:	2470 SW 21 st Street	
Disposition:	90-day extension to December 20, 2007. Board unanimously approved.	
2. CE06011118	Charles Crum	<u>8</u>
Address:	731 NW 15 th Avenue	
Disposition:	90-day extension to December 20, 2007. Board unanimously approved.	

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|---------------|--|---------------------------|
| 3.CE06081280 | Sylvan Eversley | <u>10</u> |
| Address: | 611 E Evanston Circle | |
| Disposition: | 30-day extension to October 18, 2007,
with the stipulation that the power
would be cut to the property and that
the structures that were built without a
permit be removed in their entirety.
Board unanimously approved. | |
| 4. CE05110196 | Synergy Property Services | <u>28</u> |
| Address: | 705 NW 2 nd Street | |
| Disposition: | 30-day extension. Board unanimously
approved. | |
| 5. CE06102667 | Cory Canzone & John Mislow | <u>31</u> |
| Address: | 3729 SW 12 th Court | |
| Disposition: | 30-days extension, the owner to return
with a report or drawings from a
registered engineer about his findings,
and to forward the letter received from
Zoning to staff counsel immediately.
Board unanimously approved. | |
| 6. CE07050031 | Dennis Wright | <u>50</u> |
| Address: | 900 NW 5 th Court | |
| Disposition: | 30 days to demolish the property or the
City will demolish. Board unanimously
approved. | |
| | Interim Chair and Vice Chair elections | <u>57</u> |

The regular meeting of the Unsafe Structures Board
convened at 3:11 p.m. at the City Commission Meeting Room,
City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Selection of interim Chair

MR. SCHERER: Nominate Patrick for the - I'll nominate
Patrick Kerney for the interim Chair.

MR. HOLLAND: Second.

MR. KERNEY: We've got a motion and a second. All in
favor?

BOARD MEMBERS: AYE.

MR. KERNEY: All opposed? Okay. Anybody that's going to give testimony needs to stand up and be sworn.

[Swearing in]

Approval of meeting minutes

MR. KERNEY: We need a motion for approval of the minutes.

MR. HOLLAND: Move to approve.

MR. KERNEY: I have a motion.

MR. JARRETT: Second that motion.

MR. KERNEY: Motion and a second. Any discussion? All in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Your minutes have been approved.

Board members introduced themselves in turn.

MR. KERNEY: While we've got the time, we want to recognize Chris for his service; he's not going to be joining us after this meeting. His term is up, and thank you very much for your service. Now we're ready for the first case.

1. Case: CE07021325

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Jungle Queen Inc.

2470 Southwest 21st Street

MS. MOHAMMED: Good afternoon Board. Our first case is on page seven of the agenda; it's an old business case.

Inspector Wayne Strawn for case number CE07021325. Case address: 2470 Southwest 21st Street. The owner: Jungle Queen Inc.

This case was presented to the Unsafe Structures Board on 6/21/07. At that hearing, the Board granted a 90-day extension with staff's continued weekly monitoring.

The owners and interested parties were notified via certified mail, the green cards are in the file and the information is noted on the agenda.

Additionally, the property was posted 8/23/07 and advertised on 8/31/07 and 9/7/07 in the Broward Business Daily Review.

MR. KERNEY: Hello.

MS. CALHOUN: Hi there, good afternoon. Hope Calhoun, attorney with Ruden McCloskey, 200 East Broward Boulevard. I was here before you last time when we were here in June and we did request and thankfully we were granted an extension.

Since that time, as promised, we did, we have provided weekly updates to Wayne Strawn, he can tell you about that, and his satisfaction, hopefully, with those. We are not yet complete yet though. We have almost a complete full set of plans to submit to the City for permitting. We hope to have complete plans by next week early so we can submit again to

the City.

What I'm asking for today is an additional extension of 60 days so that we can, as I said, we're going to have to come back to you if we get another 60 days because we're going to get in for a permit, but the review's going to take, I know, longer than 60 days.

Again, Wayne has been out to the property. It's my understanding that he is satisfied with our progress and hopefully he can speak to that and support our continuation. If you have any questions, I am available, as well as another, few other of our disciplines here, engineers and so forth to answer any questions that you may have. Thank you.

MR. KERNEY: Thank you.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. It was Curtis Craig's request that since the business was remaining in operation that they provide weekly reports about the engineer's reports about the condition and the various immediate repairs being done to assure life safety at the site.

And we have received those and we are happy with those. And of course, they haven't gone through the full permitting process or anything of this nature, but we do have the engineering reports that it's not an immediate danger to life safety. We're happy with that.

We're very happy also, that the plans are completed so

that ultimately the entire structure there will meet the code and be resolved, all issues will be resolved. So we support, I support a 60-day extension, continuance, I should say.

MR. KERNEY: Continuance. Any discussion from the Board?

MR. HOLLAND: Question for the panel. Do you think we should consider a 90-day extension, under your current experiences with the building Department, or are you comfortable with 60 to avoid a re-hearing?

MS. CALHOUN: We'll take 90.

MR. HOLLAND: This was for the panel.

MR. JARRETT: What area is the holdup on the plans now?

MS. CALHOUN: We're waiting for the electrical plans to be completed and -

MR. JARRETT: Oh, I know they're always a problem. I know that they're working with a historical structure, and I have experience with historical structures and walking them through the Building Department and getting the plans just right and I can appreciate that it does take a long time to deal with that.

MR. KERNEY: I'm not inclined to go more than 60 days. For the main reason, we like to see Hope. And also, I don't want to, since I have to deal with the Building Department, I want to say that no, they're very expeditious in their handling of -

I see your point, but we might as well keep up with it.

Let's not -

MR. SCHERER: They have an expedited permit review process right now, which is taking about five days to get a complete review turnaround. It's more money, but it's, you get a complete review in about five days, so it shouldn't take two months.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. There's zoning issues; they're legal non-conforming in the area that they're in, so this may yield to, lend itself to create more of a problem in plan review.

MR. KERNEY: Do we have a motion from the floor?

MR. JARRETT: I have first a question for the Board. If there's planning issues involved, I know that takes longer. Do we want to do a 60-day as they requested and take a chance of them coming back and having to do more? Or do we want to give them a 90-day like Joe suggested?

MR. KERNEY: I'll take any motion at this point.

MR. HOLLAND: Move to extend the item to 90 days, bringing it to the December 20th meeting.

MR. KERNEY: Okay, I've got a motion for a 90-day, do I hear a second?

MR. JARRETT: I'll second that.

MR. KERNEY: Motion and a second. All in favor?

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Ninety days.

MS. CALHOUN: Thank you very much, have a great afternoon.

2. Case: CE06011118

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Charles Crum

731 Northwest 15th Avenue

MS. MOHAMMED: Next case, page two of your agenda.
Inspector Wayne Strawn for case number CE06011118. Case
address: 731 Northwest 15th Avenue. The owner: Charles L.
Crum.

The owners and interested parties were notified via
certified mail. The green cards are in the file and the
information is noted on the agenda. Additionally, the
property was posted on 8/1/07 and advertised in the Broward
Daily Business Review 8/30/07 and 9/7/07.

The actions of the Unsafe Structures Board are as stated
on your agenda, and we have some respondents.

MR. KERNEY: Hello. If you could just state your name
for the record please.

MR. CRUM: Hi, my name is Keith Crum, Charlie's son. Hi
everybody, how are you doing today? He passed away on the
fourth of September.

MR. KERNEY: Oh, I'm sorry to hear that.

MR. CRUM: I appreciate it. And I'm asking for an
extension, please, a 60-day extension; if you could give me

90, that would be better. To sort out everything that's happened and get his plans together to go along to finish the structure please.

MR. KERNEY: Okay. Wayne, do you have an opinion?

INSPECTOR STRAWN: Wayne Strawn, City building inspector. I spoke to Bill Osborne, the architect. The plans were complete; the only thing they were waiting for was an elevation certificate to submit the plans. And he had left that for Charlie to do and he didn't know why, but now we understand why this didn't get done. So I don't oppose some time for his heirs to resolve the difficulties with saving this building.

MR. KERNEY: Would you believe 90 days would be in order?

INSPECTOR STRAWN: Yes, I would support that.

MR. KERNEY: Okay, thank you. Any questions from the Board? Do we have a motion?

MR. JARRETT: I make a motion to give the family a 90-day extension on this.

MR. KERNEY: I have a motion for a 90-day extension; do I have a second?

MR. HEGUABURO: I second.

MR. KERNEY: Any discussion from the Board? All in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? You have a 90-day extension.

I'm sorry to hear about your father.

3. Case: CE06081280

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Sylvan Eversley

611 East Evanston Circle

MS. MOHAMMED: Next case, page three of your agenda. And this is also an old business case. Inspector Wayne Strawn for case number CE06081280. Case address: 611 East Evanston Circle. The owner: Sylvan Eversley. The owners and interested parties were notified via certified mail. The green cards are in the file and the information is noted on your agenda.

This case was first heard by the Unsafe Structures Board on 11/16/06. At that hearing, the Board ordered the property owner to demolish the structure within 30 days and further ordered the City to demolish the structure should the property owner fail to timely demolish.

On 3/15/07, this case was brought before the Unsafe Structures Board and the order of 11/16/07 was vacated and the property owners and interested parties were ordered to reappear at the April 19, 2007 Unsafe Structures Board hearing.

At the 4/19/07 Unsafe Structures Board hearing, the Board granted an extension to June 21st '07. At the 6/21/07 hearing, the case was continued to 7/19/07. At the 7/19/07 hearing,

the Unsafe Structures Board granted a 30-day extension for the mortgage holder to obtain a power of attorney in order to perform repairs needed to make the building safe, including the removal of illegal extensions/additions.

At the 8/16/07 hearing, the Unsafe Structures Board granted a 30-day extension to 9/20/07, the respondent to make a diligent effort to perform the demolition of the unsafe extensions per Inspector Strawn, and to allow for any unforeseen contingencies to be entertained at a later date, to allow for the securing of the building under the most expeditious and economical circumstances, to save the structure and to cut power to the property.

MR. KERNEY: Hello.

MS. CORDERO: Hi, good afternoon. Jennifer Cordero on behalf of Freemont Investment and Loan, the mortgage holder. Here we are, the property owner is still out of the picture. The foreclosure sale is scheduled for October 10th, my client will likely get the property back.

We have hired a contractor; that contractor has been in communication with Inspector Strawn. He, our contractor's in the process of preparing the plans to begin the permit process.

I was advised by Inspector Strawn this week that parts of the property can be demolished without a permit, so I have advised the contractor accordingly.

Other than than, we've made a diligent effort to meet every demand you guys have made. We're really trying our best here. Our contractor has been in communication with Inspector Strawn and another extension would be great in order to remove what we need to demolish to make this property safe.

It's my understanding from Inspector Strawn that the building is secure, that the pool is secure and there's just some deficiencies that do need to be addressed which our contractor is in the works of doing.

MR. KERNEY: Okay, thank you. Wayne, do you have an opinion?

INSPECTOR STRAWN: Wayne Strawn, City building inspector. No, I can't contradict anything that was stated to you. The contractor has been in communication with me. I don't know of any progress physically at this point.

MR. KERNEY: Okay, thank you. Any questions from the Board?

MR. HOLLAND: Yes. I think we focused on the point of diligence last month, and you mentioned that you just had a conversation last week. I think some of the concerns were securing some of the looser portions of this. And I thought we had a discussion some of that could have been moved on immediately.

And now I hear questions of a demo. We're still in peak, a little past peak hurricane season, and I'm a little

concerned about the diligence in a month's time. Can you elaborate a little more on the difficulties with, as it states, portions of the structure?

And I'm not real optimistic about the sale date changing a whole lot either. Although you did say the current owner is expected to take it back.

MS. CORDERO: No, my client, which is the lender. Either way, with the power of attorney, we're not waiting until the sale takes place in order to act.

In terms of, to respond to your diligence concerns, our contractor, we did hire a contractor. My client's based out of California, so it did take a little bit of a delay to hire a contractor. That contractor did speak with Inspector Strawn. He is preparing plans to begin this process. We're moving with the best diligence we can. I can -

MR. HOLLAND: Okay, how about the unsafe extensions. They don't require the plans portion.

MS. CORDERO: Right.

MR. HOLLAND: That's more my concern is the immediate hazard to adjacent properties in the event of a storm.

MS. CORDERO: Right. Well that's something I had advised the contractor this week with. I spoke with Mr. Strawn, I believe it was Monday or Tuesday of this week. And I, after that phone call, I did instruct the contractor that a permit is not required to remove those portions that were added on to

the property without a permit.

So that is something that they were advised, and they should move on in the next week or so. That's what they've told us.

MR. JARRETT: I'd like to ask staff clarification on that. I thought that we had made it clear that if it was put on without a permit, it could be taken off without a permit.

INSPECTOR STRAWN: Exactly. Exactly. It can be.

MR. JARRETT: So no permit is required -

INSPECTOR STRAWN: That's correct.

MR. JARRETT: - to do this work.

INSPECTOR STRAWN: So they could move a big dumpster there, a commercial construction dumpster and begin putting things in there and mitigating the hazard could have began as soon as they have personnel to do it.

MR. KERNEY: I believe as part of our extension, we were supposed to have the demo complete before you came back. Is that not what your understanding was when you left here last month?

MS. CORDERO: My understanding was to make a diligent effort as was stated in the order. And whether our efforts were diligent or not, I think we have gotten the ball rolling in the direction that everybody wants.

My client has every intention to save this property, and I believe that's your concern as well. With the property

owner's absence it caused a huge delay. At our last hearing was when we finally had a power of attorney to be able to do some of this work.

And since then, we have done what we've had to do to get where we need to be in order to correct the deficiencies on this property. We're now waiting for the foreclosure sale to take place. Now that we have the power of attorney, we have moved forward with things to save the property.

MR. KERNEY: Well, I hope you're not waiting, because it was part of our granting your extension that you wouldn't wait.

MS. CORDERO: Right. Which is why we hired a contractor.

MR. KERNEY: And I don't buy into your client's in California. With fax machines and email and everything else we have, things can happen in a day. I've closed property on the other side of the world and not had to be there.

So I don't understand why this is taking so long and why when you hired your contractor and said, oh by the way I've got 30 days to get these portions demo'ed. Don't worry about the plans; don't worry about any of that. Get these portions demo'ed or they're going to tear this building down.

MS. CORDERO: Right. Well, to respond to that, my client hired this contractor to take care of everything. And there may have been some kind of miscommunication between the two of them saying, do some of this right now, let's worry about the

rest later.

And that's what was communicated to them by me after my conversation with Inspector Strawn. I said, let's at least get this part demo'ed to prevent a demolition order, and let's deal with the rest later. And that's where we're at right now.

MR. KERNEY: No, what you needed to do to prevent a demolition order was get the unsafe portions of it demolished off the property.

MS. CORDERO: Right, that doesn't require a permit, right.

MR. KERNEY: Right. So it sounds like they did just the opposite. They're working on the plans, which they thought were more important. When in actuality, I thought it was quite clear what was important as of last meeting.

MS. CORDERO: Well, being that all the work, if we take all the work that needs to be done into a whole, some of it does require a permit to my understanding.

So, where the disconcert was, was that they were coming up with plans to solve all the deficiencies and then I informed them this week, hey wait a second. After their conversation with Inspector Strawn, I don't think they understood clearly whether it was for me, or whether it was from my client that part of this could be demo'ed without a permit. And that's where we're at now, and that's where

they're ready to take care of in the next week or so.

MR. KERNEY: Well, we can get clarification on that. Wayne, what was your conversation with the contractor when he called you?

INSPECTOR STRAWN: Wayne Strawn. Yes, I told him he can start tearing stuff down, getting stuff that's not built properly - the roofs are not connected properly, not fastened, never inspected - start getting all of that removed. And I cautioned him of the problems he may encounter securing the building, but that, being a contractor, he would know how to handle that.

MR. KERNEY: My concern is, what's going to happen 30 days from now when you show back up here and say well, the court date was postponed again and my contractor had other things to do and he didn't - how long are we going to go down this road? Because personally I've always been, as you know, I've always been for demolishing the property.

And the fact that you're trying to save your client's interest, I say to you, your client's in that business. He lends money to people that might not pay him back and this is the shortfall of that. It's, you're asking to make the City's problem his problem, and I just don't see it.

MS. CORDERO: Well, in response to your concern about how much longer this is going to take, let me remind you that last hearing is when we finally had the power of attorney to

proceed with doing any work on this property. Before that day, we couldn't do anything because we're not the property owner.

Being that we have begun to make some kind of efforts to take care of, to address some of the problems without the foreclosure sale happening I think is a good indication that we're not going to allow a change in a court date or a sale date to interfere with what we need to take care of, to prevent the demolition of this.

We've been in constant communication with the contractor. I speak with this client on a daily basis about this and the severity of this is clear to both my client and the contractor at this point.

MR. KERNEY: Obviously not or he would have started tearing down the unsafe portions of the building.

MR. SCHERER: Who's the contractor, do you know the name?

MS. CORDERO: I don't know. I don't know.

MR. HOLLAND: Do you have an executed contract in any form or any kind of agreement written?

MS. CORDERO: I don't have any supporting documents with me. I just know the communications that they've had.

MR. HOLLAND: I just think, again from a public safety standpoint, and we had a proviso that some of this demolition could help disclose some indeterminants that would help with the ultimate scope of this thing.

Our task is to look at safety here first and foremost, not economies and financials. And I don't, on one end, demolition is - no disrespect to anybody - but one of the lower skill ends of the business and legal counsel is one of the higher-ends of it, I'd like to think. And I think we were very clear last meeting, what kind of diligence toward public safety we wanted to see, and I haven't seen it.

MS. CORDERO: Well, all I can ask is for a 30-day extension. I mean, we've only had, we've had 30 days. I know this has been on the calendar, as she reported, since November of '06, but my client has only had the authority to do any work on this property for 30 days. So I just ask for another 30 days for my client to be able to pursue that and to address some of these violations.

MR. KERNEY: Is there any more discussion from the Board? If not, I'll accept a motion. I'll accept any motion.

MR. HOLLAND: Again, sorry if it's a repeat, but Wayne, can you please again speak to these structures and their potential hazard in the event of a storm? I don't know, I want to think about some provisions we could have here to assure that this doesn't get protracted again. I can't think of many right now. We had a distinct hazard with these various extensions and what have you, and it's well documented.

MR. SCHERER: I don't even remember the building anymore.

It's been a year.

MR. KERNEY: Do we have the photos of the building?

MR. SCHERER: What is the building, Wayne, is it -

INSPECTOR STRAWN: It's a single-family home.

MR. SCHERER: Single-family home.

INSPECTOR STRAWN: Right.

MR. SCHERER: How big is it? Three-bedroom, two, small -

INSPECTOR STRAWN: Yes, three bedrooms and an apartment, an added apartment on the north. Part of the criteria for condemnation was the fact that it had been changed into what was a rooming house. And it took a long time in the process before the owners actually stopped using it for a multiple family.

And the large addition on the north, which can't be permitted - it's in the setback - made into an apartment with an illegal bathroom and so forth and so on, and more additions with rather unusual roof framing.

[Inspector Strawn presented photos of the building using the Elmo]

This is a front of the building with a missing column on the roof projection here, which just kind of dangles there. I don't think we need to look at the pool. This is an extension in the rear of the building next to the pool.

Any work that was approved goes back about 30 feet from the edge of the pool, and these additions were added - I don't

know if you can see that well. And so we have this large roof, we have this large addition, next to the swimming pool. They continued to build and I guess they would have built further if the swimming pool hadn't been there.

We see that the doors that were used as wall material. This is a far-away shot. All of the roof areas here are all built without permits, never been inspected and we don't have any assurance of their integrity. And then we have some shots interior of the minimum housing violations and of the septic tank issues. The homemade septic tank has been abandoned.

So some of those issues have been mitigated already, and then there's the wiring inside the house which has been rigged up over and over again.

MR. SCHERER: Has your client seen this house? Have they seen pictures of it?

MS. CORDERO: I think they've seen some photos.

MR. SCHERER: Are they going to knock it down?

MS. CORDERO: I don't know what their plans are.

MR. SCHERER: I can't imagine that they're going to want to save this house.

MR. JARRETT: Wayne, were those pictures that you said inside the house where the electric was shown like that, was that in the house or the addition that we're talking about taking down?

INSPECTOR STRAWN: There's, at the time of my inspection

there was an illegal efficiency, as I was bringing out. And we have all this ball of wiring here, but that's been removed to the best of my knowledge.

There were also a lot of electrical issues around where they had another roof structure over the washer and dryer, which had been moved outside. It wasn't, it didn't have any integrity, and fluorescent lights wired underneath there. They could solve that by having the power cut to the building.

MR. JARRETT: Wait a minute. That was one of the portions of the 30-day extension was that the power be cut to the building last month.

MR. HOLLAND: Was it?

MR. KERNEY: Yes.

MR. JARRETT: Is the power still on in this building?

INSPECTOR STRAWN: I don't know. Was the power cut to the building, do you know?

MS. CORDERO: I don't know. [inaudible]

MR. JARRETT: That was definitely one of the conditions.

MS. CORDERO: I don't know if the power was cut.

MR. JARRETT: Wayne, the pictures you show of the addition work there, it shows obviously ramshackle construction methods, and poor workmanship. Is that the condition of the original structure too?

INSPECTOR STRAWN: No, no. The original structure, although some places where they've cut into exterior walls and

opened up areas where they put their additions on.

MR. JARRETT: Did they break tie beams and columns?

INSPECTOR STRAWN: Not that I know of. They did expand, but not to where ordinary tie beam wouldn't carry. So the original part as seen on the original, as originally built could be saved. But it's going to be an expensive project just to remove all of the bad work that was added on. Because the floor area has probably expanded, including the enclosure of the carport, it's expanded, the living area's expanded by about 30 percent.

MR. HOLLAND: What were the nature of your discussions with this contractor representative? Demo and design, design, a little demo, what was it?

INSPECTOR STRAWN: Yes, that was the nature.

MR. HOLLAND: Which one was it? Tell me about it.

INSPECTOR STRAWN: The object was to save the building, and I went over with him like I went over just now with you all, that a lot of it's going to have to be demo'ed to save it. And the rewiring, we have the, there's a panel behind the cabinets in the kitchen where the kitchen was remodeled.

MR. HOLLAND: Okay, usually, as contractors, I don't know how often they work on an hourly, what is your arrangement to your knowledge with - and this is directed to counsel - with this contractor? Is it going to be an hourly endeavor to develop this scope with design professionals? Or is he going

to give you some hard dollar estimated lump sum for the demolition and the ultimate restoration.

MS. CORDERO: I wasn't involved in the contract that my client entered into with the contractor. I'm more of the messenger to my client about what needs to be resolved.

I think ultimately here, we're not trying to fight demolition now, we're just asking for an extension to cure these deficiencies.

MR. KERNEY: But you were given an extension, and we were quite clear what the terms of that extension was and your client failed to meet those terms. Why would we give an additional extension?

MS. CORDERO: Well, because I'd like to remind you that although last time was an extension, last time was really the first time my client was ordered to do anything on this property with the authority to do so.

MR. KERNEY: Then I would think you should have said at that time, you know, I just got the power of attorney; 30 days isn't going to be enough. There's no way I can make it happen.

MS. CORDERO: At the last hearing, I requested 60 days and if I recall correctly, I think you said 30 because of the foreclosure proceedings. You said your fear was if we come back in 60 days and it hadn't sold yet, then what's our excuse.

MR. KERNEY: My fear is just this, that here we are again nothing's been done and now we're asking for another 30 days. And I can see this being in front of us, again, right up 'til the end of the year. I just see it.

But we need to move on with it. If somebody wants to make a - my personal feeling is, let's give it a 30 days. Let's get this thing done and get it out of our hair, because this is one of those that just keeps dragging and dragging and dragging. Obviously, although you show up with no documentation at all, so we're taking your word for it, but, put some money into it. Let's get them done.

MS. CORDERO: I'd appreciate the 30 days

MR. HEGUABURO: Can we get a commitment from you that the light is going to be disconnected and the partitions are going to be demolished in 30 days?

MS. CORDERO: Yes, I'll definitely advise my clients on that. And again, they'll be in touch with Mr. Strawn as early as next week to get the ball rolling here. But if you would like something in writing, I can arrange to have something sent to Mr. Strawn's attention indicating that we will address those immediately.

MR. KERNEY: I think it just needs to be part of the motion and we need to stick by it this time if they don't -

MR. HOLLAND: I think she's saying she can't make the commitment on behalf of her client, is what I'm hearing.

MR. KERNEY: I'm sorry, is that what you said?

MS. CORDERO: What I'm saying is, I can commit to you that I will communicate this, that I will communicate the severity of this to my client. Can I commit to you that the contractor's going to be able to do it by certain date? No I can't.

But I can commit to you that within a week, somebody will be in communication with Mr. Strawn to see that this is done, so that in the next 30 days we can come back here and say okay, we've done what you've asked, and not necessarily, we need another 30 days.

MR. HOLLAND: I would like to move the item and recommend a 30-day extension, with absolutely no further extensions beyond that, under any circumstances.

MR. KERNEY: What would be the provisions of that motion? The same that we had in the -

MR. HOLLAND: I'm sorry, yes, with these, for the partial demolition, the terms of, that we had last month.

MR. KERNEY: I know what you're going to say.

ASSISTANT CITY ATTORNEY: I'm going to advise you not to make a motion like that.

MR. KERNEY: Yes, I was going to address that.

ASSISTANT CITY ATTORNEY: Please have your - [redacted] from the City attorney's office. Please make your motion in a way that orders the property owner to do something, or the

City. Thank you.

MR. JARRETT: Can I offer a change to your amendment Joe?

MR. HOLLAND: Sure.

MR. JARRETT: A motion that states that the property owner must disconnect the electricity and must remove - demo - remove these structures by, before the next meeting. And this is not part of the motion, but I think counsel can advise their owner, their clients that the Board will not grant any more extensions, that it's not going to happen.

That this Board, next month, if that electric's on, and if these structures are not removed, we will demo the building, give an order to demo the building. You can see the feeling of this Board, and you need to relate that your client.

MS. CORDERO: Okay.

MR. KERNEY: Okay, the motion is that we are going to grant a 30-day extension. The stipulation that within, by the next meeting - I'm sorry it's not a 30-day extension, it's an extension to the next meeting, which is October the eighteenth, and that the power will be cut to the property and that the structures that were built without a permit, deemed unsafe, are removed in their entirety. Is that correct?

MR. JARRETT: Correct.

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

MR. HEGUABURO: I second.

MR. KERNEY: A motion and a second. Is there any discussion on the motion? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Very lucky 30-day extension

MS. CORDERO: Thank you.

4. Case: CE05110196

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Synergy Property Services

705 NW 2nd Street

MS. MOHAMMED: Next case, page four, sorry, page one of your agenda. It's the first page. This is also an old business case. Inspector Wayne Strawn for case number CE05110196. Case address: 705 Northwest 2nd Street. The owner: Synergy Property Services. The owner and interested parties were notified via certified mail. The green cards are in the file and the information is noted on your agenda.

This case was first heard by the Unsafe Structures Board on 6/21/07. At that hearing the Board gave a 30-day extension, the owner to return on 7/19/07 with a status report. The owner to super-secure the property, and verify the integrity of the boarding at least every other day.

At the 7/19/07 hearing, the Unsafe Structures Board granted a 60-day extension to 9/20/07. The property was posted 7/3/07 and advertised 8/31/07 and 9/7/07 in the Broward

Daily Business Review.

MR. KERNEY: Hello. State your name for the record.

MS. HERNANDEZ: Erika Hernandez from Synergy Property Services.

MR. KERNEY: Hello.

MS. HERNANDEZ: Hello. Since our last hearing 60 days ago, the building has maintained, we've maintained it secure, and also the maintenance to the grounds. We've had someone out there on a daily basis, sometimes even twice a day.

What's changed since then, we haven't started any work, but our permits were just issued yesterday, so just issued. So we, the contractor picked them up this afternoon, so we should be starting the work as soon as the beginning of next week.

MR. KERNEY: Okay, if a permit was issued, this shouldn't be in front of this Board.

MS. HERNANDEZ: Yes, our permits were just issued yesterday.

MR. KERNEY: You didn't happen to bring proof of that, did you?

MS. HERNANDEZ: Yes, well, I'll show you what I have. What I have is, I have a letter from my GC, stating, the invoice, it's an invoice, permitting costs includes masters and sub. The City, yes, it's just a letter stating he was, it's, he had sent me an invoice saying, stating that the City

had sent them the card, the Building Department sent them the card that they were ready to be picked up. So, all I have is the -

MR. KERNEY: Picked up for, okay yes, picked up for comments. Okay, so -

MS. HERNANDEZ: Not for comments, they said that they were ready for - we've gone back and forth for comments quite a few times.

MR. KERNEY: Okay.

MS. HERNANDEZ: So, but he said that they were ready.

MR. KERNEY: Wayne, what do you know about this?

INSPECTOR STRAWN: I checked the plans earlier this week. And there was one more deficiency in the plans. They did send the card out and the plans were approved, but there was one more deficiency so they can't really issue the permit. There's just the railings the hand railings -

MS. HERNANDEZ: [inaudible]

INSPECTOR STRAWN: Right. His engineer's seal - he had a different engineer, and there's not a raised seal on those plans -

MS. HERNANDEZ: Okay.

INSPECTOR STRAWN: - it's just a photocopy. And also, there's a problem with the way the railing should come out past the last step. So they need a redesign on the railing. But it's a small issue, so I don't, I don't -

MR. KERNEY: Is this the apartment building? Okay, alright, I remember this property. Okay.

INSPECTOR STRAWN: I don't oppose a continuance based on the fact that they are so close, so close to obtaining a permit.

MR. KERNEY: And if I'm not mistaken, if I remember this correctly, they've done everything we've asked them to do.

INSPECTOR STRAWN: Yes.

MR. KERNEY: Yes. Okay. Any questions from the Board?

MR. JARRETT: No, if not, no questions, I'll make a motion that we give them a 30-day extension.

MR. KERNEY: 30-day extension. Do I hear a second?

MR. SCHERER: Second.

MR. KERNEY: Got a motion and a second. Is there any discussion? Hearing none, all those in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Thank you.

MS. HERNANDEZ: Thank you.

5. Case: CE06102667

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Cory Canzone & John Mislow

3729 SW 12th Court

MS. MOHAMMED: Next case, page six, page six of your agenda. This is also an old business case. Inspector Wayne

Strawn for case number CE06102667. Case address: 3729 Southwest 12th Court. The owner: Cory Canzone and John Mislow.

The owners and interested parties were notified via certified mail. The information is noted on your agenda and the green cards are in the file.

This case was first heard by the Unsafe Structures Board on 6/21/07. At that hearing, the Board gave a 30-day extension. At the 7/19/07 Unsafe Structures Board hearing, the Board granted a 60-day extension to 9/20/07. The property was posted 7/30/07 and advertised in the Daily Business, the Broward Daily Business Review, 8/31/07 and 9/7/07.

MR. KERNEY: Thank you. Could you state your name please, for the record.

MR. MISLOW: I'm John Mislow; I own the property. We spoke last time. Anyway, I'll just bring you up to speed. It's a small 800-square foot house. There were some issues. We bought the house completely remodeled.

Anyway, the people are out. I wanted to pull some permits, but evidently it has to be submitted as, I'm not a licensed contractor for plumbing. Anyway, I tried to go down and get the plumbing permit, but I was told I have to turn it in as a whole package. So we hired a contractor who's going to do that. Right here, submit that, Conner Industries.

So, the main problem with the house is, we have it all boarded up, we haven't secured it, the electricity's turned off

to the building. But we have an insurance issue in the back room. There was a leak and so forth, and we hired a public adjusting company to adjust out this, and try and expedited it and get it moving right along.

But we're with Citizens, and it's, they're, for whatever reason, dragging their feet. We want to move ahead, because it's empty, and we have to pay the mortgage every month. We want to get it fixed. But evidently there's an insurance issue and we'd like you to understand that. So if you say we can't wait for the insurance claim, that's fine, we'll move ahead. But I don't think Wayne, do you think it's a public menace or - ? Since it's all boarded up. We mow the grass, and, just looks like a boarded up little house.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. I can't contradict anything that this gentleman talks about the building.

However, a large portion of the building was built - not a large portion - well it's only eight hundred square feet. So there's a probably 120 square foot room that was added on the northeast corner, which was never inspected.

And the old building first came before this Board back in, Ken Reardon had a case against it back in '04, and it was in terrible condition. The people before this gentleman rebuilt the building without getting any permits, and they succeeded in covering up the basic poor condition of the

building.

So I don't know what to tell the Board because I can't see how bad it is now. I can't see what kind of a job they did repairing it. But I do know the code says anything done without a permit is presumed and deemed to be unsafe.

MR. MISLOW: So, what I'd like to do is - my engineer said to just take the dry wall down in the area in question, and that's we plan on doing. But if I do that, then I relinquish my insurance claim. They won't, they want to take some more pictures and whatnot, and they're fighting amongst themselves. So, I hired a company to help me in this matter, and that's where it stands now.

MR. KERNEY: That was back in, that was back in July you hired that company?

MR. MISLOW: No, just recently, whatever the date says.

MR. KERNEY: 7/11.

MR. MISLOW: Yes. Is that what it is, July? Okay. I guess that's fine. I have a partner and he handles that. I'm just the old guy.

MR. KERNEY: Let's back up because I'm slightly confused. You're going to repair or -

MR. MISLOW: Whatever's there.

MR. KERNEY: - get permits for -

MR. MISLOW: Whatever's there.

MR. KERNEY: - the work that was done.

MR. MISLOW: Right.

MR. KERNEY: Have you started the plan process, because you can't just go in and pull permits; you've got to have plans.

MR. MISLOW: No. I have to have an engineer.

MR. KERNEY: Right.

MR. MISLOW: That's what the inspectors said, so I hired an engineer -

MR. KERNEY: Right.

MR. MISLOW: But he wants me to take the dry wall down so he can look at the structure.

MR. KERNEY: Oh, I see. And you don't want to take the dry wall down until the insurance company -

MR. MISLOW: Right. They're taking pictures, they're visiting, they're cutting little holes in the ceiling. They're doing all this stuff to the thing because of the claim.

MR. HEGUABURO: How much time do you think you need?

MR. MISLOW: It was supposed to have been resolved last month. I don't know why, they just had another meeting a couple of days ago. So I assume it's going to be fairly quickly. The company that I hired, the public adjusters, they're, they want to get it done too, so everybody gets paid.

So as soon as they acknowledged that, it's a question of semantics and dates. Once the insurance company has a

specific date when the loss occurred they're going to pay us for loss of use, which is great. But the money issue isn't a problem; is just an incentive for us to wait if you don't mind.

MR. KERNEY: So, essentially, the property was sold to you -

MR. MISLOW: All fixed up.

MR. KERNEY: - with this unpermitted work done and you didn't pick up on that in the purchase process.

MR. MISLOW: No, because it looked great. It was all painted and stucco'ed. Everything was, new windows, I mean, it looks great, it looks at a nice little house. The grass was mowed, and we just scooped it up. We got it for a bargain, and we thought, oh boy!

MR. KERNEY: If it sounds too good to be true -

MR. MISLOW: It was.

MR. KERNEY: And you're asking for time -

MR. MISLOW: Whatever you think is normal in these circumstances. This is all new to me. I have no, this is the first time I've ever been, had any problems with any property so, whatever you think is right.

MR. KERNEY: You're at least, at the very minimum, you're 30 days away from getting any plans, if you can get an engineer or architect to give you plans in 30 days. And then you've got to go, I mean, you're months away.

My personal opinion to the Board is, you're asking our opinion, I say don't wait on the insurance company anymore because the thing's going to drag out. And as you can see from other cases, the Board's going to get tired of it.

MR. MISLOW: I hired a pretty good engineer, Arpin & Son. He's, I'm assuming he's fairly quick, because you know, he's probably small like we are, and hopefully he can draw it up. There's not going to be that much wrong, I'm hoping. So it's just a question of whatever he says and then I'll hopefully get some, get it passed through pretty quick through Building.

MR. HOLLAND: What's your arrangement with them at this time? Contractually, have you signed any -

MR. MISLOW: I turned that in the last time.

MR. HOLLAND: Your agreement with them?

MR. MISLOW: They're the engineer of record.

MR. HOLLAND: Okay.

MR. MISLOW: I have them, I have the public adjuster, I've got the general contractor. I've got just about everything I need except for a little cooperation from the insurance company. Which is nice, I'd like to do that. But if we can't, whatever you say is, we'll do it.

MR. KERNEY: Any more questions from the Board?

MR. JARRETT: Yes, I have a question for City staff. Wayne's hiding there. Wayne, refresh our memory on the outside of the structure. This, was there a public safety

issue involved?

INSPECTOR STRAWN: Well, at the time I wrote it up it was a duplex, which involved fire separation and all the things that are triggered by being a multifamily.

MR. JARRETT: Was this one that you also said that there was a lot of debris inside? Is that, am I -

INSPECTOR STRAWN: No, not this one.

MR. JARRETT: Okay, I'm confusing it with another one, okay.

INSPECTOR STRAWN: This is one where there was actually a case against the building in 2004. And I had some impressive pictures taken by a previous Inspector: the rotten roof decking, etc. etc. etc. And I think there was a motion to demolish at that time, yes. You have the records?

MS. MOHAMMED: Uh-huh.

INSPECTOR STRAWN: The building went into foreclosure and the City attorney's office recommended that the City stop, and it never got, it got lost in the shuffle. Not until I discovered the building later.

I had put a stop work on it back in '04, late in the year, because someone picked it up and started to rebuild it. And then they dishonored my stop work order. I was busy, that wasn't really my area for inspection, so I never got back there. And they finished it and sold it to this gentleman.

But I would like to meet with Mr. Arpin or the engineer

and show him the photographs that we have from '04 before a lot of what potentially is, when your not getting any inspections, it's very easy to cover up bad.

And as you know, any part used in the rebuilding process will have to be examined by an engineer. And then certified that it's still sound. And this didn't happen, and it was just, like I say, covered up.

I believe that's why his engineer wants to tear, do a little destructive testing before - The roof sags, we had a building that was 90 percent of its usable life was gone back in '04. So whatever comes from it now is going to be, is going to take an effort to rebuild it to code.

MR. KERNEY: Yes, Mr. Mislow that unfortunately - and I'm only giving you advice because I've dealt with these before - basically what you're asking that engineer to do is go in and say, you know what, this was all done to code and it was done right. And you're asking him to sign off on that.

MR. MISLOW: He won't do that.

MR. KERNEY: He won't, you're right.

MR. MISLOW: Absolutely not.

MR. KERNEY: He's -

MR. MISLOW: He's a straight shooter, just like I am.

MR. KERNEY: Yes, it's a tough situation that you're in. And I think you're going to find at the end of this thing you're going to end up tearing it down anyway, because I don't

think he's going to buy off on it. I remember, I was sitting on the Board back when -

MR. MISLOW: Our intention was to tear it down, but the City, for whatever reason, they will not - it's what they call a nonconforming lot. So if I tear it down - I wanted to build a new building - and they said I can't do that. I've already went through the zoning with them because the lot's too little. Even though the lot was originally made with that size that we bought it at -

MR. KERNEY: They won't let you build on it now.

MR. MISLOW: They won't let, because it's not 50 feet wide. So if you tell me to knock the building down, I'm stuck with a \$250,000 lot that nobody can ever buy or sell. I'm going to be stuck with it and my heirs will be stuck with it. All we can do is mow the grass; they won't let me build anything on it. That's why I've got to fix what's there.

MR. SCHERER: Is it a single-family home?

MR. MISLOW: Yes.

MR. SCHERER: That doesn't sound right.

MR. MISLOW: I know it doesn't sound right

MR. SCHERER: It doesn't pass the smell test.

MR. MISLOW: And we went 'round and 'round and I got a, I paid the money and they gave me a letter from the Zoning stating that -

MR. SCHERER: So basically, if you were to demo it, you'd

have to basically leave a wall up.

MR. MISLOW: No, they will not even let me do that. I cannot even repair it, if this tie beams are hurt. They have some kind of new law now since whatever it was a few years ago that if you, if the -

MR. SCHERER: So if we tear it down, then we're really restricting your use.

MR. MISLOW: I don't have any use. There is none. If the building is gone, it's a vacant lot, and you can't -

MR. SCHERER: I understand that. But if we order you to demolish the property, you can't do anything with the property. That's what you're saying.

MR. MISLOW: Not with the lot, no. They won't even let me build a single-family home on it.

MR. SCHERER: If we order you to tear the building down, you can't do anything with the lot except for -

MR. MISLOW: Nothing. They won't even let me replace the building.

MR. JARRETT: You know, I really have a problem with this.

MR. SCHERER: Maybe [redacted] can just talk about this for a second, our City attorney.

ASSISTANT CITY ATTORNEY: [redacted] from the City attorney's office. It doesn't sound right to me; that's not how it works. I'm not sure what letter he received from the

Zoning Department. I didn't see it. And it's probably a simple or complicated misunderstanding of what his rights are and what the City requires of property owners.

So as far as this Board's concerned, we believe that we're properly convened and the hearings are taking place properly and so your decision to demolish the property has to be made based on the facts that are presented to you regarding the condition of the property and the mitigating circumstances regarding the redevelopment or development, and not on someone's suggestion of what the consequences might be. Your job is to demolish the property -

MR. SCHERER: My question was more the fact that he wants to tear it down too. We want to tear it down, so does he.

MR. MISLOW: Well, no, but I can't now, that's - they won't let me. I got, I didn't bring the letter with me, I've got a file this thick. I mean, this is - The last time we met, the extension was that I was supposed to find out through the Zoning, to get the letter, because they were dragging their feet to give me the letter.

And finally, you pay like \$89 and they give you a definite ruling. And they stipulated right in there why I couldn't. And that was because of a judge. There was three lots adjoining, they put the lots together because of a foreclosure and because they were put together and then divided again, it broke the original rule for the - it became

a nonconforming lot, and when you become a nonconforming lot, no matter what you do, you're not allowed to build on it. Period. According to the City, whatever you have, your rules.

MR. KERNEY: I'm inclined to agree with the City attorney. This gentleman's financial situation is not, certainly shouldn't be taken into consideration. Is the building salvageable, do we feel as though he's willing to salvage the building and spend the money that it takes?

MR. MISLOW: That I, can I, I would -

MR. KERNEY: Sure.

MR. MISLOW: My understanding is that it was an illegal room, not a room, but a porch, a screen porch. That's what this is all about, the back part, the very back part of this little house. And what they did was evidently they closed it in and made it into a living area.

MR. KERNEY: Not according to the building inspector, according to the building inspector, it had numerous other problems.

MR. MISLOW: Well that was, there was a structure on the side, which is gone. It's gone now, remember you were standing right there, you remember? And we were both looking for it? It's gone.

INSPECTOR STRAWN: The carport on the east side was demolished without a permit.

MR. KERNEY: Right.

INSPECTOR STRAWN: It's a small problem to solve, you just show it on your plans: elimination of the carport. But the overall condition of the building after reviewing the pictures that were presented to the Board in '04 and the work that was covered up, is what my principal concern is.

At the time, I hadn't seen those photos when I first wrote up the report, and the charges. I based my charges basically on the fact that it was a duplex and never was approved for use as a duplex. The alterations, we don't have an original set of plans for the building. I found the property card at the tax appraiser's office and found that there was a porch on the northeast corner that had been enclosed.

When I was back there I found that the ceiling height was less than seven feet, which is required by the minimum housing code. So there was a problem in making that living space. You can't get approved any ceiling height less than seven feet.

But of course, if this gentleman wants to spend the money, he can replace that building part for part. I did not use the 50 percent rule. In chapter one, you can use a 50 percent rule: if the cost of repair is more than 50 percent of the value. I hesitated and didn't use that rule. There are exceptions to that rule.

It may be my personal belief that it is more than, cost

more than 50 percent of the value of the building, although I didn't charge that because I didn't want to do the justification on the math, and the figures on it.

But the exceptions to that rule says that if the owner has the ways and means to fix the building and he wants to do, that's an exception to the rule, as long as he removes all danger from the site.

So certainly, if this gentleman wants to spend a fortune to save the value in that property, and the City has no problem with him doing that. I think what we're talking about now, the issue is time.

MR. KERNEY: Right.

MR. MISLOW: I submitted pictures of the building when I first came here. It's in great shape, you remember?

MR. KERNEY: Yes.

MR. MISLOW: Little yellow house.

MR. KERNEY: I do.

MR. MISLOW: It's really nice.

MR. KERNEY: Well, what this Board needs to decide is how much time we're willing to give if any, so that this gentleman can get his plans in order or your letter from your engineer.

MR. MISLOW: Well, you suggested that I don't wait for the insurance company; that's fine. I'll meet with my engineer this week and move on.

MR. HOLLAND: There's also might be an advantage - I did

hear the assistant City attorney mention something about, and the ramifications, and the incidental ramifications to development, something to that effect. It sounds like maybe it's worth the 30 days to find out something about that also, in addition to some of this investigation that -

MR. MISLOW: You mean my letter that I got from the Zoning?

MR. HOLLAND: Yes. We'd like -

MR. MISLOW: Okay, I can bring that to you.

MR. HOLLAND: Right.

MR. MISLOW: Oh yes.

MR. HOLLAND: And I'd suggest that we forward it to legal counsel for a position on that so we're prepared next month.

MR. KERNEY: If we do a 30-day extension let's have some contingencies, though, let's start down the road of where we want to be at each and every meeting.

MR. HOLLAND: And Wayne, your point's well taken about these - you have to assume inadequate work when it's covered up. And just understand that because the aesthetics look good and the grass is cut, our obligation is to be concerned about what was done without permit.

MR. MISLOW: I understand that, but I just wanted to reaffirm that I was taking care of the property. It wasn't being rundown nobody's breaking in -

MR. HOLLAND: Understood.

MR. MISLOW: There aren't any homeless people living in there -

MR. HOLLAND: Without a doubt, without a doubt. There are grave concerns there unfortunately, they're very unknown at this point.

MR. MISLOW: I'm trying to comply, this is all new ground for me, you know.

MR. HOLLAND: Understood, and it sounds like if we have the diligence - and you've heard us talk about diligence - with the engineer, we can move forward and determine something in 30 days.

MR. MISLOW: That's fine. Whatever you say.

MR. KERNEY: My only point was, after sitting on this Board for eight years, you tend to see different properties, and I feel - and this is my personal opinion - is that you're going to find that this is cost prohibitive at some point. It's just when you're going to realize that and decide.

MR. MISLOW: Normally, I would agree with you, but the house is so small I don't think so.

MR. KERNEY: Okay. Well then, if there's no other discussion from the Board, we will accept a motion. Any motion will do.

MR. SCHERER: I'll make a motion for 30-day extension.

MR. MISLOW: What do you want me to do in the 30 days, though, so that we're clear on that?

MR. KERNEY: He's going to tell you that right now.

MR. SCHERER: That you come back with a set of documents, of plans, an architect, your engineer, is that who you hired, an engineer?

MR. MISLOW: Right, an engineer.

MR. SCHERER: You hired an engineer.

MR. MISLOW: Right.

MR. SCHERER: That he has done his initial inspection on the house.

MR. MISLOW: Oh, perfect.

MR. SCHERER: And that you report back to the Board of his findings of the inspection.

MR. MISLOW: Sounds great.

MR. HOLLAND: And the letter on the zoning.

MR. SCHERER: And also to provide the letter regarding the zoning requirements.

MR. MISLOW: Oh yes, no problem.

MR. SCHERER: From the Zoning Department.

MR. MISLOW: I forgot about that.

MR. KERNEY: So with that, we understand the motion correctly it's a 30-day extension. You're to return here with the zoning letter -

MR. MISLOW: Right.

MR. KERNEY: And you're to return here with a report, or drawings from a registered engineer about his findings.

MR. MISLOW: Arpin report.

MR. KERNEY: Right.

MR. HOLLAND: Friendly amendment? To get that letter on the zoning to staff and counsel immediately, so they're prepared to give a position for -

MR. KERNEY: Will you accept that?

MR. SCHERER: Yes.

MR. KERNEY: Okay. So we have a motion, do we have a second?

MR. HOLLAND: Second.

MR. MISLOW: Are you saying that you can actually tell the Zoning Board what to do?

MR. KERNEY: No, I didn't say that.

MR. MISLOW: Oh, I thought maybe you could overturn -

MR. KERNEY: No, and let's not let that get into the record too because I don't want that -

MR. MISLOW: I was under the impression that if you wrote a letter and you stated, you can't do this -

MR. KERNEY: I can ask the Zoning Board very nicely, but I'd be in the same position you would be in, so.

MR. MISLOW: Oh, okay.

MR. KERNEY: Okay, so.

MR. SCHERER: [inaudible] the same number that you do at the Building Department.

MR. KERNEY: I have a motion and a second. Is there any

discussion? Prior to voting, I do have a comment. I feel as though this gentleman's been victimized and we have a history on this Board of working with people that really -

MR. MISLOW: Oh, that's great, I appreciate it.

MR. KERNEY: You obviously are not in this position because you put yourself in this position, somebody, as far as I'm concerned, has defrauded you, so we'll work with you.

MR. MISLOW: My dad said you can't look back on this shouldas and the couldas; you can only look straight ahead.

MR. KERNEY: Alright, I'm going to call the question. All in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? 30 days.

MR. MISLOW: Thanks gentlemen.

6. Case: CE07050031

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Dennis Wright

900 NW 5th Court

MS. MOHAMMED: Next case, page nine of your agenda. This is a new business case. Inspector Wayne Strawn for case number CE07050031. Case address: 900 Northwest 5th Court. The owner: Dennis Wright.

Certified mail to the owner, signed by D. Wright 8/22/07. Certified mail to Johnny Wright and Deborah Wright, signed by Deborah Wright on 8/22/07. The property was posted 8/22/07

and advertised on 8/31/07 and 9/7/07 in the Broward Daily Business Review. And this is a new business case.

INSPECTOR STRAWN: Wayne Strawn, City building inspector. What page was that on again? Oh, I got it. With property located at 900 Northwest 5th Court. I'd like to read the violations into the record.

FBC 117.1.1

THE SINGLE STORY HOUSE, ALSO SINGLE FAMILY, BUILT IN 1945, AND ACCESSORY BUILDING HAS SUBSTANTIALLY DETERIORATED BY NEGLECT AND BEEN DAMAGED BY THE ELEMENTS. THE BUILDING IS UNSAFE AND PRESENTS A WINDSTORM AND FIRE HAZARD. THE BUILDING DOES NOT COMPLY WITH THE MAINTENANCE STANDARDS OF THE FLORIDA BUILDING CODE AND THE MINIMUM HOUSING STANDARD OF THE CITY OF FORT LAUDERDALE.

FBC 117.2.1.1.1

THE BUILDING IS VACANT, UNGUARDED AND OPEN AT DOORS AND WINDOWS.

FBC 117.2.1.1.2

THE HOME IS FILLED WITH TRASH, DEBRIS AND OTHER COMBUSTIBLE MATERIAL THAT CREATE AN UNACCEPTABLE FIRE HAZARD.

FBC 117.2.1.2.1

MANY BUILDING PARTS ARE LOOSE, HANGING LOOSE OR
LOOSENING. THE PARTS INCLUDE, BUT MAY NOT BE LIMITED
TO: ROOF DECK MATERIAL, ROOFING MATERIAL, ELECTRICAL
CONDUITS, FIXTURES, DOORS, WINDOWS AND STRUCTURAL
ELEMENTS. MANY CEILINGS HAVE COLLAPSED.

FBC 117.2.1.2.2

THE ROOF DECK AND RAFTERS ARE SUBSTANTIALLY
DAMAGED BY LONG TERM WATER INTRUSION AND TERMITE
DAMAGE.

FBC 117.2.1.2.3

THE ROOFING SYSTEM AND PARTS OF THE WALL SYSTEM HAVE
BEEN DESTROYED BY YEARS OF NEGLECT AND THE ELEMENTS.
WATER INTRUSION HAS COMPROMISED THE STRUCTURAL
INTEGRITY OF THE BUILDING.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN EXPOSED TO WATER
INTRUSION FOR YEARS AND WOULD BE A HAZARD IF ENERGIZED.
THE ELECTRICAL SYSTEM HAS BEEN PARTIALLY DESTROYED AND
COMPROMISED. I WILL ADD THAT IT IS NOT ENERGIZED AT
THIS TIME.

FBC 117.2.1.3.2

NO ATTEMPT HAS BEEN MADE TO MAINTAIN THE PROPERTY FOR YEARS. THE BUILDING IS PRESUMED UNSAFE AND DOES NOT COMPLY WITH THE FLORIDA BUILDING CODE AND THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

INSPECTOR STRAWN: I'll show you some photographs. See if I can start out with a front view. So we can get a idea of which property were looking at.

This is the Building, and it doesn't look that bad from the street. And there's a similar view. It's when you look closer that you see the extent of the deterioration. This is inside one portion of the building where the roof has collapsed.

I think this is the old utility room on the southwest. You see the exposed block. This is the fascia board, which is rotten in places. The building code's full of trash, the building is full of trash, and the cabinets, you can see the, not in good repair.

Inside the building you not only have ceilings falling but you have where rafters have, you have actually framing members falling into the room in the front room.

MR. HOLLAND: Is that in the background in that picture, the falling -

INSPECTOR STRAWN: This is here. And we have, I'm trying to see what that is myself. Ah yes, we have some, this is a ceiling collapsing, it's actually sagging down. In some cases, that's not the plaster sagging, but the actual, the roof framing itself. Here's another picture of the rotten and damaged portions of the roof framing. This shows you the rotten rafters.

Here we have the ceiling, ceiling falling again, and a picture of a mountain of debris inside the building, combustibles. This was a picture taken down to the floor next to a door jam, where the floor has deteriorated. It had parquet floor on one side and there underneath the carpet and in the doorway you can see the deterioration of the floor.

More ceiling collapse here. This is the accumulation of combustibles inside, next to the laundry room and here in the main room. It seems as the homeless have been in there for quite some time. More rotten roof rafters and termite damage here.

Some of the rafter tails are beginning to tip up, I don't know if I have a picture of that. This is, you're viewing daylight through the roof. It's an addition, where you see an old soffit where it was added onto.

More ceiling collapse. The roof has leaked since the stucco has fallen off on the exterior of the building exposing

the framing. This is another portion where the ceiling has collapsed. Did you see this one before, debris inside the building?

MR. KERNEY: It's tough to tell.

INSPECTOR STRAWN: Got plenty of debris. Let's see.

MR. SCHERER: I think I've seen enough. Is there a respondent?

MR. KERNEY: Wayne, if I may speak for the Board -

MR. HOLLAND: Question: was it wood frame construction, a portion of it, and CBS elsewhere?

INSPECTOR STRAWN: It's, yes, exactly. It's a combination of -

MR. HOLLAND: But, the original, main part of the original house was stick, wood frame.

INSPECTOR STRAWN: Yes. It's got some CBS additions like this garage portion is CBS.

MR. HOLLAND: Right. I can see it from the interior shot, yes.

INSPECTOR STRAWN: Right. And this, there's your garage door, it's coming apart.

MR. HOLLAND: It's a goner.

MR. SCHERER: Is there a respondent?

MR. KERNEY: No.

INSPECTOR STRAWN: He has called me and said it's intention to take it down. He took down a two-story, a large two-story on this same parcel last year. There's areas where the rafter tails are tipping up because the rafters have collapsed down.

MR. HOLLAND: I'm prepared to move the item.

MR. KERNEY: And his intentions are to take it down?

INSPECTOR STRAWN: His intention is to take it down; he just hasn't responded.

MR. KERNEY: We might give him a little help here. I'll accept emotion from the floor.

MR. HOLLAND: 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. Such demolition is to be accomplished by a licensed demolition contractor pursuant to a City-issued demolition permit.

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

MR. SCHERER: Second.

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

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed?

INSPECTOR STRAWN: Thank you Board.

MR. KERNEY: Thank you.

MS. MOHAMMED: Last case on page five of your agenda.

Case number CE06091833. Case address: 3018 Northeast 20th Court. The owner: Charles E. Donnelly, the Inspector Wayne Strawn. This case is in compliance, so that concludes today's agenda.

Election of Interim Chair and Vice Chair

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MR. KERNEY: One more order of business since we've lost our chairman and our vice chairman, we need to find new ones. So we'll take a nomination for a Chairman's position.

MS. MOHAMMED: This is an interim, until February, when we have the -

MR. KERNEY: Until February, right.

MS. MOHAMMED: Okay.

MR. KERNEY: Interim chairman's position.

MR. SCHERER: I will nominate Patrick Kerney for interim Chair.

MR. HOLLAND: I'll second that.

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

BOARD MEMBERS: Aye.

MR. KERNEY: All opposed? Thank you. Vice Chair's position, anyone?

MR. HOLLAND: I'd like to nominate John Scherer.

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

MR. HEGUABURO: Second.

MR. KERNEY: Motion and a second. Any discussion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. KERNEY: Okay, is that it? Do we have anything else?

MR. JARRETT: I got a question.

MR. KERNEY: Okay, we have a question.

MR. JARRETT: Now Wayne's walked out of the room. Maybe the - I'm curious, the photographs that Wayne just showed were dated back in April. Is that the way it works? It takes like five months from the time a complaint is received before it actually comes before the Board? Is that the standard length of time?

MS. MOHAMMED: I can pin down a time frame exactly, but it is a lengthy process, because we're asking to demolish somebody's property. What we do when we do have a complaint, we will give them time to comply, we'll post the property. If they don't comply, I think he does a notice of violation, gives it to Yvette, and she sends it to the City attorney's office to do a title search.

Because we don't only have to notify the property owner, we have to do the all interested parties. That means the mortgage holders, the contractors, anybody who has an interest in that property. And that's what's the holdup.

MR. JARRETT: And that is the standard procedure.

MS. MOHAMMED: Standard procedure.

MR. JARRETT: So, other cases that we hear in the future are basically going to be in that same situation.

MS. MOHAMMED: Yes. How soon we get it back from the City attorney's office telling us who we need to notify is how quickly we are going to move on it.

MR. JARRETT: I see. And the other quick question, I was just, I was curious. How does something like that go on forever, the neighbors never complain?

MS. MOHAMMED: I couldn't answer that.

MR. JARRETT: Or finally do we get a call from the police department a nuisance or something?

MS. MOHAMMED: I couldn't answer that that's something Wayne will have to answer.

MR. JARRETT: It's amazing that something like that just goes on and on next-door to some homes and -

MR. SCHERER: Well, they're not in nice homes, they're not in nice neighborhoods.

MR. JARRETT: So people just don't bother to call in and complain?

MS. MOHAMMED: They're calling in about other violations that we take to Code Enforcement Board or we take to Special Magistrate. So people do call in all the time about violations that they observe. Some of them serious enough to come to your unsafe structure, that we want a total demolition but the others might be just some debris accumulated on the front lawn or something like that.

So we take the Unsafe Structure, we take sorry, to the Code Enforcement Board if it's like building issues, that could be resolved by a permit, after-the-fact permit or something like that.

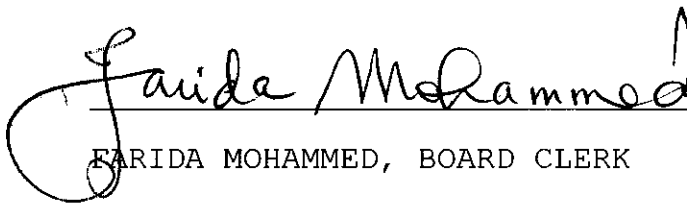
Or if it's something to do with your ordinances, and Brian can speak about that, that goes to the, all the violation goes to the Special Magistrate. You want to say anything Brian about some of the violation that goes to the special magistrate?

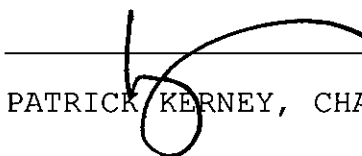
MR. MCKELLIGETT: It's quite likely a property like this has a number of violations and to various boards, they may be standing. I've seen, saw people in here today that I, we had Special Magistrate this morning, I saw a couple of people there today that we talked with this morning at Special Magistrate so.

Without going in to that there's things going on and -
and she's absolutely correct about the time frame. We want to
make sure that if we're going to order a demo on a property
that there's not an interested party that has a strong
financial stake in that property, they may have something they
want to say about it or something they want to present to you
about it. And we just have to do a lot of research on it.

MR. JARRETT: Okay, thank you very much.

[Meeting concluded at 4:27 p.m.]


FARIDA MOHAMMED, BOARD CLERK

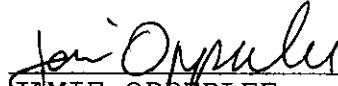

PATRICK KERNEY, CHAIRPERSON

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held September 20, 2007, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

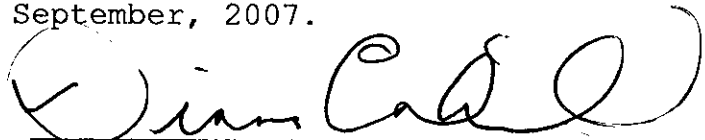
Dated at Ft. Lauderdale, Broward County, Florida, this
25 day of September, 2007.

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 September, 2007.


NOTARY PUBLIC
State of Florida at Large

Notarial Seal:

