

CITY OF FORT LAUDERDALE  
 UNSAFE STRUCTURES BOARD  
 THURSDAY, April 17, 2008 AT 3:00 P.M.  
 CITY COMMISSION MEETING ROOM  
 CITY HALL

Board Member	Attendance	Cumulative Attendance 10/07 through 9/08	
		Present	Absent
Patrick Kerney, Chair [3:07]	P	6	1
John Scherer, Vice Chair	P	5	2
John Barranco	P	3	0
Olivia Charlton	P	5	2
Pat Hale	P	6	1
Hector Haguaburo	P	5	2
Joe Holland	P	6	1
Thornie Jarrett	P	6	1
John Phillips [3:09]	P	2	1

**City Staff**

Yvette Ketor, Board Secretary  
 Ginger Wald, Assistant City Attorney  
 Wayne Strawn, City Building Inspector  
 Jorg Hruschka, City Building Inspector  
 Skip Margerum, Code Enforcement Supervisor  
 J. Opperlee, ProtoType Inc. Recording Clerk

**Guests**

CE07100691: Joy Robinson, owner; Jose Herazo, Public Adjuster  
 CE060111118: Irene Crum, owner; Al Robinson, contractor  
 CE07021325: Hope Calhoun, attorney; Allan Kozich, engineer  
 CE07090739: Sonja Dickens, attorney  
 CE07051061: Robert Wojak, Fort Lauderdale CRA; Ken Meyer, attorney

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Address:	731 NW 15 Avenue	
Disposition:	60-day extension to 6/19/08. Board unanimously approved.	

2. **CE07100691 Joy Robinson** 5  
Address: 805 South Rio Vista Boulevard  
Disposition: 30-day continuance to 5/15/08, owner to return with her attorney and all documents associated with this case. Board unanimously approved.
3. **CE07090729 Jerome & Stacey Morabito** 23  
Address: 3127 NE 40 Court  
Disposition: Motion to reconsider **DENIED** 3 - 6.
4. **CE07021325 Jungle Queen** 46  
Address: 2470 SW 21 Street  
Disposition: 90-day extension to 7/17/08. Board approved 7 - 0 with Mr. Barranco and Mr. Scherer abstaining.
5. **CE07051061 Isabel Laos** 52  
Address: 539 NW 22 Avenue  
Disposition: 60-day extension to 6/19/08. Board unanimously approved.
6. **CE06102667 Corey Canzone & John Mislow** 55  
Address: 3729 SW 12 Court  
Disposition: 30 days to demolish the property or the City will demolish. Board approved 8 - 1 with Mr. Phillips opposed.
7. **CE07080955, Enclave at the Oaks Townhomes LLC** 60  
**CE07080958**  
Address: 502 SW 20 Avenue, 460 SW 20 Avenue  
Disposition: 30 days to demolish the property or the City will demolish. Board unanimously approved.

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

Chair Kerney was late, so Vice Chair Scherer officiated.

All individuals wishing to speak on the matters listed on

the Board's agenda were sworn in.

**Approval of meeting minutes**

**Motion** made by Ms. Hale, seconded by Mr. Heguaburo, to approve the minutes of the Board's March 2008 meeting. Board unanimously approved.

**1. Case: CE06010118**

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**Charles L. Crum Estate, Irene Crum**

**731 NW 15 Avenue**

MR. MARGERUM: The first case is on page one of the agenda. Case number CE06011118. The address is 731 Northwest 15<sup>th</sup> Avenue; the owners are Charles and Irene Crum. It was first heard on 7/20/06. You gave a 30-day extension to allow time for Mr. Crum to hire an architect and return.

On 9/21/06 the Board granted a 30-day extension of time. At the 11/16 hearing the Board granted a 30-day extension with the provision Mr. Crum return with a copy of the drawings. On 12/21/06 the Board granted extension to 2/15/07. At the 2/15/07 hearing the Board granted a further extension to 3/15/07, and asked to bring back an order, a set of plans.

On 3/15/07 the Board gave a 60-day extension to 5/17 to return with a progress report. At the 5/17 hearing the Board granted a 60-day extension to 7/19. At the 7/19 hearing the Board gave a 60-day extension. At the 9/20 hearing the Board granted a 90-day extension. Wayne Strawn is the inspector.

VICE CHAIR SCHERER: Wayne? Is he - oh, there he is.

MR. ROBINSON: My name is Al Robinson, general contractor.

VICE CHAIR SCHERER: Could you pull the mic down on little bit? There you go.

MR. ROBINSON: Al Robinson, contractor for 731 Northwest 15<sup>th</sup> Avenue. We have applied for all the permits.

VICE CHAIR SCHERER: Excellent.

MR. ROBINSON: Now we're waiting for a return from the Building Department when to pick up the permits before we can begin construction.

VICE CHAIR SCHERER: Okay. Wayne, do you know -

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I went by, the building is secure today.

VICE CHAIR SCHERER: Are all the permits submitted as you know of?

INSPECTOR STRAWN: Yes. The permits, the application is in.

VICE CHAIR SCHERER: The applications are in. And when did you submit the permit applications?

MR. ROBINSON: Last week.

VICE CHAIR SCHERER: Last week. And you're asking for an extension, or -

MR. ROBINSON: Probably need another 45 days.

VICE CHAIR SCHERER: Okay, is there any discussion on

this item or a motion?

MR. HOLLAND: I move that we grant an extension for purposes of processing the permit submitted, of 60 days which takes us to the June 19<sup>th</sup> date.

MS. CHARLTON: I second.

VICE CHAIR SCHERER: I have a motion and a second. Any discussion on the issue? Seeing none, all in favor, signify by saying aye.

BOARD MEMBERS: Aye.

VICE CHAIR SCHERER: All opposed? Motion passes.

MR. ROBINSON: Thank you.

VICE CHAIR SCHERER: Thank you.

## **2. Case: CE07100691**

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**Joy Robinson**

**805 South Rio Vista Boulevard**

MR. MARGERUM: Next case is on page eight of your agenda. The address is C - excuse me, the case number is CE07100691. The address is 805 South Rio Vista Boulevard. Joy Robinson is the owner. Service, the property was posted on 4/8/08 and advertised in the Broward Daily Review on 3/28 and 4/4.

The case was originally heard on 2/11/08, at which time the Board granted a 60-day extension to 4/17 with the stipulation the property owner make sure that the dwelling is unoccupied and secure. Wayne Strawn is the inspector.

MS. ROBINSON: Yes, I'm Joy Dean Robinson of 805 South Rio Vista. I've lived in this house for 50 some years and I would like to have a continuance if please.

VICE CHAIR SCHERER: Okay. I guess the, maybe - Wayne, can you kind of refresh our memory just on this one because it's been -

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I believe their last continuance was based upon the fact there was an ongoing dispute between the insurance company and the property owner. And we had postponed any action, the Board had postponed any action at that time so that the property owner could get another engineer's report if she so desired or do whatever she wanted to do as far as the dispute goes with the insurance company.

Of course, as the City has no, as they say, they have no dog in that fight, and the building stays in the same shape it was at the last hearing and so the City is asking for a motion to demolish.

VICE CHAIR SCHERER: Okay.

MR. HOLLAND: Question: I recall seeing these extra documents we're in receipt of here. I don't have time to read them all, but could you please, Wayne or Ms. Robinson, please walk us through, generally what's the dispute and where does it stand?

INSPECTOR STRAWN: Basically, the dispute came in -

that's an engineers report on the condition of the building - most of my citations here are going along, right along with the engineer's report.

Mrs. Robinson says the engineer was working for the insurance company and so that she disagrees with not the condition of the building but the reason for the condition. The engineer cites that it was not maintained; Mrs. Robinson disagrees with that and says that the majority of the damage was caused by a lightning strike.

MR. HOLLAND: Have you hired anybody or got any other testimony from contractors or engineers regarding your opinion in that matter?

MR. HERAZO: I am José Herazo, A-1 Adjusters Associates public insurance adjuster. I am representing Mrs. Robinson in regard to the settlement of this claim. This claim right now is under litigation; she hired an attorney because there are disputes in regard to the [inaudible] of the property. And we hired a general contractor to assess the damages and also an electrician, and that is part of the whole case.

MR. HOLLAND: Do you have any paperwork regarding that case matter? References, for our records?

MR. HERAZO: Yes, we do have paperwork.

MR. HOLLAND: With you today?

MR. HERAZO: I am sorry?

MR. HOLLAND: With you today?

MR. HERAZO: No, no, I don't have it with me today. But yes, we do have, yes.

VICE CHAIR SCHERER: So, was the building occupied, is the building now unoccupied?

MR. HERAZO: It's unoccupied.

MS. ROBINSON: Since October ninth.

VICE CHAIR SCHERER: Okay then, 4/17, it's -

MRS. ROBINSON: I'm sorry, it has not been occupied since October the ninth. The house caught fire, and they sat us out by the fence 'til 4:30 in the morning and we were not allowed back in for like three weeks. And when we were, it was just myself as owner because I can't sue myself if something happens. But there's no one else in there but myself.

MS. HALE: Is it secured?

MRS. ROBINSON: Yes. When it come to that, the damage is mostly toward the front and I do not go past the archway in the dining room. In other words, I do not go into the front part of the house.

VICE CHAIR SCHERER: So, are you living in it?

MRS. ROBINSON: No, no, no, no, I'm living in motels since October.

MS. HALE: Oh, okay.

MRS. ROBINSON: Because Hartford does not go along with me.

VICE CHAIR SCHERER: So the property is unoccupied and



secured which is what we required in the last 2/21 meeting.

MS. ROBINSON: Well, I was wanting to get my personal belongings out, such as my clothing and things that I've accumulated. And my husband's with the Memory Center at North Broward Hospital with Dr. Murray Todd. And it's just a little difficult unless my daughter comes in from Pennsylvania, which, she's a car dealer, to watch and occupy his time. It's hard for me to get down there and get my personal things packed. And I have a great deal of them packed, I mean, I have about another, I would say, couple days and I would be through.

But then I don't know exactly what all's happening because of different versions that I've received since I went down to pay my taxes. The gentleman at the appraisal board told me this house was not going down.

So then I was called and they wanted to take pictures and they said they were turning it over to the historical association. So, I have no idea, I'm very green about this, I've never had any association with the historical association. I don't know how they do or anything about it. But I came to the meeting today to find out because I've been very anxious to know which way the wind is blowing in my direction or what.

VICE CHAIR SCHERER: We explained to you on 2/21 that the City is recommending that this Board knock your house down

because they are considering it as an unsafe structure. And if another hurricane comes through within the next six months your house may become damage, may damage your surrounding property or someone next-door.

MS. ROBINSON: Yes.

VICE CHAIR SCHERER: So, that's the reason why you're in front of us. And essentially you've done what we told you to do on 2/21. What is your plan with the house at this point? What would you like to do? I mean, you want to fix it?

MS. ROBINSON: I would like to live in my house, naturally, but I have not been able to get any fundings from Hartford or anything going to where they're going to do anything; they just completely abandoned the whole idea like the first part of November. And I have been most anxious to find out exactly what is going to be.

And then like I said, I went the last two weeks of March and I paid my taxes and the gentleman at the appraisal board told me this house is not going down. So I'm very confused. Do you understand what I'm saying?

VICE CHAIR SCHERER: Well, this is the Board, our, this Board decides whether the house should be knocked down or not.

MS. ROBINSON: I don't know.

VICE CHAIR SCHERER: That, I'm telling you, that's what this Board is here to make the decisions for.

MS. ROBINSON: That's why I'm saying I don't know.

VICE CHAIR SCHERER: So, the appraiser doesn't make those decisions; this Board does.

MS. ROBINSON: But the thing of it is I did have, I did have a engineer, I've had a couple of engineers and I've paid them to come in and give me their truthful answers, and that's what José has referred to that he has the paperwork.

VICE CHAIR SCHERER: Okay.

MR. HOLLAND: And we don't have that in our package today, any of those engineer reports.

MS. ROBINSON: I think I have some in my satchel, I'd have to go through them to find them.

MR. HOLLAND: Okay.

MS. ROBINSON: Okay? Which I was thinking he had them but he evidently doesn't have his. I have them over here.

MS. HALE: Wayne? Could I just ask a question of you, because I remember the pictures of this house, and it was an obviously old house. Are other houses adjacent to this one listed as historical houses by the -

INSPECTOR STRAWN: I have no information and I don't know of this house being designated as historical.

MS. HALE: I didn't think it was but on the other hand, it could have been one of those that hadn't been but everybody else was.

INSPECTOR STRAWN: What year was this house built?

MS. ROBINSON: 1926.

INSPECTOR STRAWN: 1926.

MS. ROBINSON: The year of the tidal wave.

INSPECTOR STRAWN: It's more historical than a lot of the houses we have over in the historical district.

MS. HALE: Yes.

INSPECTOR STRAWN: But I don't know how long the process would be to get it designated as a historical building and that process may be a lot longer than what this Board is willing to wait for it to be fixed.

The other, the engineers' reports that she speaks of may be focused on what caused the damage and I don't think this Board is so concerned about what caused the damage; they're concerned about the condition of the house now as opposed to what caused it.

MR. HOLLAND: My only reason for asking regarding those other opinions is, being familiar with this genre of insurance, this stuff can go on forever with differences in opinion. I would've thought the public adjuster who is here sworn in and present might have had some of these documents available for our discussion. And the fact that you're here without a file, we're pretty much just hearing hearsay at this point. Do you have any court dates scheduled?

MR. HERAZO: Again, I am a public adjuster, but the case is under a litigating attorney right now.

MR. HOLLAND: Right but, and so you're not involved in -

MR. HERAZO: That is correct. Now, since it is under litigation, I don't want to get involved because there is an attorney involved in the whole thing.

MR. HOLLAND: But if there's a payout, you're still under contract to receive aren't you?

MR. HERAZO: Yes, yes, I have the papers, but I don't have it with me, yes sir.

MR. HOLLAND: Nice job.

MR. PHILLIPS: Mr. Adjuster, who is the attorney for the Robinson house, this case? Mrs. Robinson?

MS. ROBINSON: Yes?

MR. PHILLIPS: Do you have an attorney?

MS. ROBINSON: Yes I do.

MR. PHILLIPS: What's the name of the attorney?

MS. ROBINSON: His name is Truppman.

MR. PHILLIPS: Who?

MS. ROBINSON: T-R-U-P-P-M-A-N.

MR. PHILLIPS: And how come you don't have him here? He's the one that really could provide us the information. For example, if your attorney was here, and it's really in litigation, I'm sure he's going to want to videotape that house, preserve the evidence, give the other side an opportunity to look at it, have their expert look at it so if it is demolished at least there'll be evidence so that the insurance case can continue. Why isn't your attorney here?

[inaudible]

MR. HERAZO: No, we do have, I'm sorry, we do have enough evidence. We have pictures, we have, I mean, hundreds of pictures of the whole thing.

MR. PHILLIPS: Is there a case in the Circuit Court of Broward County?

MS. ROBINSON: Yes.

MR. HERAZO: Yes. The attorney has the whole file, yes.

MR. HOLLAND: Have you requested an appraisal phase to this dispute prior to the attorney getting involved, and what happened with that?

MR. HERAZO: The file was closed as per the insurance company, okay? They paid some money and that was it; that was the reason it went to an attorney.

MR. HOLLAND: Because there was a payout? They did settle in some regard or -

MR. HERAZO: Because the federal insure, in other words, there is a coverage issue in regard to the whole claim and that's why [inaudible]

MR. HOLLAND: Oh, I understand.

MR. PHILLIPS: So what did they do, a reservation of rights and denying coverage, saying that it wasn't a covered event?

MR. HERAZO: Yes.

MR. PHILLIPS: So they're not paying anything?

MR. HERAZO: No, they paid some of it.

MR. PHILLIPS: How much did they pay?

MR. HERAZO: About sixty thousand, I believe.

MR. PHILLIPS: Sixty thousand?

MR. HERAZO: Yes.

MR. PHILLIPS: How come you didn't use that money to fix this up?

MR. HERAZO: Because the house -

MS. ROBINSON: They wouldn't give me a permit.

MR. HERAZO: The house, yes, [inaudible] there's no way the house can be rebuilt.

MR. PHILLIPS: Did you get a percentage of that sixty?

MR HERAZO: Yes, of course.

MR. PHILLIPS: So, you got what, a third?

MR. HERAZO: No, fifteen percent, sir.

MR. PHILLIPS: Alright, so you have about \$51,000 left over Mrs. Robinson.

MS. ROBINSON: Yes.

MR. PHILLIPS: Why don't you try to get a engineer or builder to fix the problem if you don't want us to knock it down?

MS. ROBINSON: I tried to get Mr. Strawn's office to give me some instructions on the permits and that was denied.

MR. PHILLIPS: Well, they don't give, these people, they don't give instructions on what to do. You have to hire an

engineer or a builder. I'm sure the adjuster or the lawyer could help you get a engineer or builder to draw up plans to get a permit to fix this.

MS. ROBINSON: Well I was told that they would not let that be because the arbitration board told them that this is the only way that Hartford would come through. So I went along with whatever I was told. It's less -

MR. PHILLIPS: What arbitration board?

MS. ROBINSON: From Tallahassee.

VICE CHAIR SCHERER: Mrs. Robinson, are you - you have \$51,000 to fix your house.

MS. ROBINSON: Yes.

VICE CHAIR SCHERER: And have you tried to hire an architect or an engineer to come in and assess your house?

MS. ROBINSON: I was told sir, not to bother; I was not going to be given permits to do so.

VICE CHAIR SCHERER: Okay.

MS. ROBINSON: I have the account set up at Wachovia Bank at 17<sup>th</sup> Causeway and Andrews, and the bank will tell you exactly what's there and what's been wrote, and it was all pertaining to that house.

MR. PHILLIPS: Mrs. Robinson, do you have anyone that helps you out, family members, children or -

MS. ROBINSON: No, no.

MR. PHILLIPS: Do you know of anyone that could help you?



MS. ROBINSON: No. My daughter flew in and she took care of her step dad for like a week or 10 days so I could get down there and get my things. That's the extent of it.

MR. PHILLIPS: How long have you been in a hotel?

MS. ROBINSON: Since October the ninth.

MR. PHILLIPS: You're paying hotel -

MS. ROBINSON: Hotel bills, yes sir.

MR. PHILLIPS: I'm surprised you have any of the 51,000 left.

MS. ROBINSON: Well, The thing of it is, I had to have someplace to live and when it come to that, I did the best I could do because they told me not to sign a lease, not to sign because it would inquire first and last and security, and various things. I went to Palm Aire and they said they would give me two bedroom, two bath for 1000 a month, but with a year's contract, I had to sign a lease. And I was told not to.

And then when it come to that, I have furniture that's sopping wet, and my furniture, my beds and everything, I cannot, I cannot use any of my furniture.

VICE CHAIR SCHERER: Wayne, excuse me Mrs. Robinson. Wayne, in your opinion is \$50,000, is that going to be enough to try to fix the damage to the house?

MS. ROBINSON: I doubt it.

VICE CHAIR SCHERER: Just the structure.

INSPECTOR STRAWN: No, no, because the building is quite old, and although attempts were made to keep it painted and so forth, when you have wooden windows that were built 75 years ago approximately, or 80 years ago, no matter how often you paint them all, they all, they become finally require replacement and the general deterioration is such that it would be a major, it would be a major undertaking to save this building and bring it back up to minimum standard.

MR. PHILLIPS: Wayne, have you ever talked to Mr. Herazo on the site, I mean the adjuster, it's Mr. Herazo?

MR. HERAZO: I'm sorry?

MR. PHILLIPS: Is your - Herazo?

MR. HERAZO: Yes.

MR. PHILLIPS: Wayne, Mr. Strawn, have you ever talked to Mr. Herazo at the building location?

INSPECTOR STRAWN: No.

MR. PHILLIPS: How about Mr. Truppman, the lawyer?

INSPECTOR STRAWN: No.

MR. PHILLIPS: You think a sitdown between the three of you and Mrs. Robinson might move this case along if let's say we gave a one-month extension?

MR. HERAZO: May I say something?

INSPECTOR STRAWN: No.

MR. PHILLIPS: I appreciate your candor.

MR. HERAZO: The approximate cost of rebuilding the house

about 500, almost half a million dollars, yes.

VICE CHAIR SCHERER: Rebuilding it or fixing it?

MR. HERAZO: So, yes, but -

VICE CHAIR SCHERER: Hang on, rebuilding it or fixing it?

MR. HERAZO: Make a new house, because you have to knock down the house. I mean there is no way you can fix it.

VICE CHAIR SCHERER: So the 500,000 is for knocking it down and building a new house, not fixing the damage.

MR. HERAZO: Exactly.

CHAIR KERNEY: And you're saying that the house cannot be rebuilt it has to be demo'ed.

MR. HERAZO: No sir, it cannot be rebuilt. It cannot be rebuilt.

CHAIR KERNEY: Okay, so it's got a demo'ed anyway, right?

HERAZO: Yes. That's my opinion.

MS. HALE: Do you agree with that Wayne, that it cannot be fixed?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. You can fix almost anything, but sometimes it's cost prohibitive.

MS. HALE: Okay.

VICE CHAIR SCHERER: And Mrs. Robinson, you want to try to fix your house.

MS. ROBINSON: Well, it's been my home all these years.

VICE CHAIR SCHERER: I understand.

MS. ROBINSON: Uh-hmm [affirmative].

MR. PHILLIPS: Mrs. Robinson, do you think you could get your lawyer in here at the meeting, let's say in another month?

MS. ROBINSON: I've never asked him, but I'm sure that it could be arranged. Just a minute - I think so.

MR. PHILLIPS: Where's his office?

MS. ROBINSON: In Miami.

MR. PHILLIPS: How did, did you choose this lawyer?

MS. ROBINSON: Yes.

MR. PHILLIPS: He's been your lawyer for many years?

MS. ROBINSON: No.

MR. PHILLIPS: What?

VICE CHAIR SCHERER: She said no.

MR. PHILLIPS: How did, have you met this lawyer?

MS. ROBINSON: Yes, I went to Miami.

MR. PHILLIPS: Alright, well, I'm just thinking, members of the Board, that as a matter of compassion, let her realize, get her and the lawyer and this Mr. Herazo here, if there really is a lawsuit. And I think demolishing it quickly is going to jeopardize her ability ever to get full compensation without the evidence.

And if the lawyer doesn't do anything it's like spoliation, if evidence disappears, then a person is not allowed to prove it later on, seven or eight months, if you

have to go to a judge or jury trial.

MS. ROBINSON: Yes.

MR. PHILLIPS: I just don't think that you or your lawyer's really taking it seriously.

MS. ROBINSON: Well, I never signed with him, sir, until just last month. And when it come to that, I was hoping I wouldn't have to have an attorney. I was hoping this would, could be settled.

But, in other words, when you pay insurance premiums and then when something happens and they say, well we'll insure your house but your roof is not insured because you're east of 95 it just doesn't make sense to me. A dwelling consists of a roof, a ceiling, four walls, floor and so on and so forth. And that was the issue that I got from them, from Hartford.

VICE CHAIR SCHERER: Would anybody like to make a motion on this?

CHAIR KERNEY: I'd like to make a motion. I'd like to grant a 30-day continuance on this case with the stipulation that Mrs. Robinson brings back her attorney and if the adjuster, I'm sorry - it's Herazo?

MR. HERAZO: Yes sir.

CHAIR KERNEY: Mr. Herazo could come along too, and then maybe we can get to the bottom of this and see -

MS. ROBINSON: Okay, I will try to -

CHAIR KERNEY: We've got an open motion on the floor;

it's going to need a second.

MS. HALE: I'll second.

MR. PHILLIPS: I would second that, but I would ask you to add that the lawyer actually bring in proof that the complaint is in the Circuit Court with the case number and it's actually being actively litigated as has been represented by the adjuster.

CHAIR KERNEY: Okay, yes, I'll amend the motion to request that the attorney bring all documents associated with this case.

MR. PHILLIPS: I'll second that.

VICE CHAIR SCHERER: Okay, I have a motion and a second; is there any discussion on this issue or the motion?

MS. ROBINSON: Just a minute sir. May I speak to Mr. Herazo please?

VICE CHAIR SCHERER: Mrs. Robinson, we have a motion on the floor; we're about to give you a 30-day continuance. So we're, all in favor of the motion on the floor please signify by saying aye.

BOARD MEMBERS: Aye.

VICE CHAIR SCHERER: All opposed? No. Your motion passes; you have a 30-day extension.

MS. ROBINSON: Thank you.

VICE CHAIR SCHERER: Okay, but part -

MS. ROBINSON: I do have the case number,

VICE CHAIR SCHERER: Okay, the, that's, for the next meeting here which is the -

MS. ROBINSON: Okay, thank you so much. All of you.

VICE CHAIR SCHERER: -in May - you understand what you need to do?

MS. ROBINSON: Yes.

VICE CHAIR SCHERER: You need to bring your attorney back with the file on May 15.

MS. ROBINSON: Okay, okay. Thank you so much, all of you. Thank you.

### **3. Case: CE07090739**

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#### **Jerome & Stacey Morabito**

#### **3127 NE 40 Court**

MR. MARGERUM: Next case is on page nine of the agenda, top of the page. Case number CE07090739. It's a motion for reconsideration. The address is 3127 Northeast 40<sup>th</sup> Court Jerome and Stacey Morabito are the owners. George Hruschka is the inspector.

MS. WALD: Good afternoon Board. Ginger Wald, Assistant City Attorney, this previously was before you in, I believe it was the February date, the one that I was out ill. It could not move forward because appeal had been taken. Went to court yesterday.

MR. PHILLIPS: How'd you do?

MS. WALD: I won. No, went to court yesterday and on the motion to abate by the plaintiff's, the appellant's attorney in this case, the judge granted the motion for 60 days and that now gives you, the Board, authority to go ahead and hear the motion to reconsider.

The only thing being heard today is the motion for reconsideration, so please keep in mind we're not going to re-hear the entire case, you're just going to hear the argument from the attorney as to the motion to reconsider and any other witnesses that want to speak in regards to that.

MS. DICKENS: Hello, I'm Sonja Dickens, I'm the attorney, I'm from Arnstein & Lehr, and I represent Jerome and Stacey Morabito. As Ginger just stated to you, we are here, we are seeking a reconsideration by this Board. I'm sure that you've heard a lot of hearings since this one back in January but in this particular instance, upon reading the transcript I believe that Mrs. Morabito, who came on her own, unrepresented by counsel, was not able to give a full account of her situation.

Some other things have occurred since then, like a purchase agreement on the property. And we're hoping to be able to resolve the issue at least with staff and then maybe have that adopted by the Board between now and next month's hearing, assuming you grant us the relief that we want.



But in any event, we would like to have an opportunity at the very least to have a full hearing. I believe there was some prejudice, some prejudicial things that occurred in the record. Some items regarding a sea wall that weren't even a part of the case were brought in and she was just a fish out of water and did not have proper representation.

So all we're seeking at this point is to be given an opportunity to come back before the Board and present whatever additional information we have. But as I say, we're hoping to be able to come to the Board with some settlement so to speak between us and staff, since there is someone that has, is interested in purchasing the property and building on the property.

VICE CHAIR SCHERER: So what is the new information that we are supposed to reconsider?

MS. DICKENS: Well, I think you're going to have the reconsideration at the hearing next month. So I'm not having the hearing today on the actual rehearing today, I'm just doing the motion to reconsider today.

VICE CHAIR SCHERER: So we are supposed to make a decision whether to reconsider a demolition order on what?

MS. DICKENS: Next month.

VICE CHAIR SCHERER: I know, but what are we supposed to be reconsidering?

MS. WALD: I think what he's asking you is, what reasons are you giving them to actually reconsider.

VICE CHAIR SCHERER: Right, yes. That's correct, thank you.

MR. PHILLIPS: Assistant City Attorney, do you oppose the reconsideration being granted?

MS. WALD: I do not take a position in regards to that. My advice is as to the Board as to the legal process, I am not the attorney for the City in that regard. But it is proper in front of the Board today on the motion to reconsider.

VICE CHAIR SCHERER: Okay. The Board was, had, was presented with this case and it made the decision. Now we're being asked to reconsider that decision.

MS. DICKENS: Right. You want to know why, I understand.

VICE CHAIR SCHERER: Why?

MS. DICKENS: A couple of reasons. First, the Board was not fully constituted on that day. There was an architect missing from the Board; I think that was important, as it relates to this particular case.

VICE CHAIR SCHERER: But it's a quorum, as long as we have a quorum -

MS. DICKENS: You had a quorum but you didn't have - the Board was not properly constituted and like the statute and the City's ordinance requires certain disciplines. And I think from her standpoint the reason we're asking for a

rehearing, we believe that that was important and we believe that we would like to have the disciplines that were missing present. That's one reason.

The other reason and I kind of hinted upon it, I didn't want to go too far into it, there was some information brought in at that hearing regarding a seawall which was not before this Board. And I believe, as I read the transcript it was going one way and then all of a sudden it went another way when one of the City Commissioners testified. I believe that was undue prejudice. And I also believe that those things should not have been considered at that time.

VICE CHAIR SCHERER: One of the City Commissioners testified.

MS. DICKENS: One of the City Commissioners testified about some other things, including the sea wall, and I just, as an attorney reading the transcript and knowing that Mrs. Morabito was unrepresented by counsel and really was afraid and not able to articulate the way she should have been able to articulate and basically defend herself and present her case, I believe that is reason enough to have the Board reconsider it, reconsider the case. And like I said, we will present more information if in fact the Board is inclined to grant us the rehearing.

CHAIR KERNEY: Mr. Chairman, through the Chair, I'd like to address a couple of things that you said. First of all,

you can't ask for every discipline to be here; it just never happens. This is as full as I've seen this Board. So, if we granted a rehearing, the chances of the architect being there, or the plumber, or the electrician -

MS. DICKENS: I understand.

CHAIR KERNEY: - You don't know. So that argument, I say, is not a valid argument. As far as the Commissioner speaking on behalf of the neighborhood, I believe the Commissioner was speaking as a citizen. If I'm not mistaken - maybe Counsel will tell me something different - she's entitled to do so. I don't think the fact that she's a City Commissioner preempts her from coming in front of this Board to speak as a citizen. Is that correct?

MS. WALD: That is correct.

CHAIR KERNEY: Okay, thank you. So there, that's out. As far as the discussion about the sea wall, there was some discussion about the sea wall, that I'll affirm, but it was dismissed. It was, the Board member that was talking about it was told the couple of times, 'listen it's got nothing to do with this case; it doesn't have a bearing.'

When I made my decision and when I voted I didn't take that into consideration. It would just be like me sitting on a jury trial and a judge saying, you know, 'disregard that.' So I'm not in a position to grant a rehearing if, on the basis of, or the grounds that you've given us.

MS. DICKENS: Okay. Just to follow up, I didn't want it to appear that I was saying the Commissioner did anything illegal. I'm a city attorney myself, by trade. I know what's legal and not. So I don't want to give that impression.

CHAIR KERNEY: I don't; I'm a plumber by trade.

MS. DICKENS: I am, and I don't want to give the impression that you thought I was trying to say she did something illegal. I said that my client was prejudiced which is just a little bit different than saying the Commissioner did something illegal. She did what was within her right to do, but what I'm saying is from my client's standpoint and me reading the transcript, I thought that she might have not been able to really handle [inaudible]

CHAIR KERNEY: Your client is a very strong woman and she articulated herself very well. And we -

MS. DICKENS: Yes, well. You think - I understand. Actually she didn't, when I read the transcripts, she really didn't. But I understand your position [inaudible]

CHAIR KERNEY: I can assure you I wasn't swayed by the fact that when the Commissioner testified that it was a Commissioner testifying.

MS. DICKENS: I understand.

CHAIR KERNEY: And I took it as a citizen testifying.

MS. DICKENS: But she always is a Commissioner. But I do understand that. But that's just, you asked me what the basis

was. I just thought that I thought that Mrs. Morabito and Mr. Morabito should be given an opportunity to present a full hearing. I mean we are asking for them to demolish what they believe and what their estimates show is \$200,000 worth of a slab.

CHAIR KERNEY: Right.

MS. DICKENS: So, it's not like it's a building that's a hazard; there are things that can be done. And I was hoping that, like I said, to get an opportunity to meet with staff and come up - we have a purchaser that wants to buy the property. Maybe there's something we can do that would make the Board happy is what I was hoping. But in order for us to do that we have to get the rehearing first.

VICE CHAIR SCHERER: Does the purchaser know that -

MS. DICKENS: They know; it's a divulge. In fact I've given Counsel a copy of the first sales agreement.

VICE CHAIR SCHERER: - that we may, that it's supposed to be torn down?

MS. DICKENS: It's all in there.

MR. HOLLAND: Is there a contract?

MS. HALE: There is contract on the property?

MR. HOLLAND: Is there a contract pending?

MS. DICKENS: I have it actually. I have one copy maybe. But it is, it's a contract on the property, and it is that the

Unsafe Structures proceeding is all referenced as an addendum to the contract.

MS. HALE: Alright.

MS. DICKENS: The fact that we were here and we have, and everything that's going on.

MS. HALE: And is there a closing date on that contract?

MS. DICKENS: Yes ma'am. Let's see if I can pull out my copy. I believe there is.

MR. PHILLIPS: Was there any evidence that, counsel, was there any evidence that wasn't presented or that was overlooked or is anything newly discovered since that or any type of mistake that would warrant a reconsideration?

MS. DICKENS: I would say yes, and the reason I say that is I believe that there was some compromise that could have been presented to the Board that wasn't, from Mrs. Morabito, quite honestly. I mean -

MR. PHILLIPS: No, I mean evidence. Was there anything that they could have presented that they didn't?

MS. DICKENS: Yes, that's what I mean. As far as the rebars hanging off the property, that was the part that I think really concerned staff. What could have been presented was: we will agree to cut that and get the property, you know, there are certain things that I think she could have put forth that she didn't do.

CHAIR KERNEY: That was discussed -

MS. DICKENS: I didn't hear it in the transcript.

CHAIR KERNEY: - and they didn't want to do it because it was going to cost them money. That was discussed.

MS. HALE: Mrs. Morabito has been president of her own company.

MS. DICKENS: I understand.

MS. HALE: And it's a company that deals with properties. So I think she's more familiar than a lot of people who walk in here totally unsure about the structure they have. She does have knowledge of structures.

MS. DICKENS: Right, no question of that. What I'm talking about is the process itself. And I think, I still think that the point of all of this, the point of all of us and the point of you being here is, it's to have the City safe. And of course to work out some way - it's not your job of course is not to just take property.

I know what your function is and I'm trying to get us there, but I'm trying to do it in a way that it doesn't deprive her of all the rights associated with her property, at the same time getting the City what the City wants, which is safe property.

So I was hoping that there was some compromise that could be reached in that regard. I don't think it benefits anyone to have a \$200,000 slab taken up and then the property still remains vacant. If you have somebody that's willing to



purchase and commit to you that they're going to build a structure, to me that would seem to be something that the City would be more willing to accept.

VICE CHAIR SCHERER: A \$200,000 slab?

MR. HOLLAND: Yes.

MS. DICKENS: That's the estimate that I [inaudible]

MR. HOLLAND: But our function isn't just safety.

MS. DICKENS: I understand.

MR. HOLLAND: When a project is terminated mid-construction and it looks the way it does it's a detriment to all of the surrounding properties. Property values, ability to sell property with, 'how come that's there so long.'

MS. DICKENS: I agree.

MR. HOLLAND: And this thing has gone on forever and I think there was an issue, was a dispute with the contractor, should have been carrying builder's risk insurance if you got beat up by the hurricane. There's a lot of things here that contributed to our decision.

I'm willing to entertain an extension here, but I take serious offense to all the reasoning and rationale that you and your client have given us here. I think she was very poorly prepared to come to this Board, and it was insulting. And all these accusations, I think we can, we've had plenty of that. I think I would recommend a 30-day extension to see some real things and some real representation.

MS. WALD: And -

MS. HALE: Ginger?

VICE CHAIR SCHERER: Hang on -

MR. JARRETT: A continuance or [inaudible]

MS. WALD: I'm sorry I don't want to but in, but I just want to bring up the legal motion. The only motion in front of you is a motion to reconsider, okay? So -

MR. HOLLAND: That's all I was speaking to.

MS. WALD: Okay. So the only motion that you would give is either to grant it, and give the date, or deny it.

MR. BARRANCO: I have a question.

MS. HALE: What happens if we don't?

MS. WALD: Okay. So, if you could just phrase your motion, if you're going to make a motion, in that term.

MR. HOLLAND: No, I was just speaking in anticipation of a motion.

MS. WALD: Oh, okay. Okay, that sounds fine then Joe.

MS. HALE: Ginger, what happens if we decide not to reconsider it?

MS. WALD: If you deny -

MS. HALE: I'm a little lost.

MS. WALD: Sure. If you deny the motion to reconsider, this goes back to the Appellate Court. The Appellate Court, which is the Circuit Court in Broward County, provided to us yesterday in the hearing, in the order that I showed to you,

60 days to have this done. And so what will occur is the appeal will be taken back up by counsel.

MS. HALE: Okay.

MR. BARRANCO: And I have a question regarding the reconsideration.

MS. WALD: Yes sir.

MR. BARRANCO: My understanding of reconsiderations, and they're always really complicated, but I thought it had to be brought up at the next general meeting and it can only be brought forward by Board member so I'm not really clear how this is working here.

MS. WALD: Yes, it's not, and that's true. It was not very clear, and in fact there were absolutely no guidelines, in researching this matter in our office, in the City Attorney's office, because this is a quasi-judicial board what we decided was to follow similar to the civil rules, excuse me, to the Rules Of Civil Procedure. And in the Rules of Civil Procedure, if it's moved within a timely manner, as long as the motion was done in a timely manner, then it could be heard. And that's the position we took.

Now in regards to going the next hearing, the problem was because of this Board only meeting once a month, the time period was getting ready to toll as to the appeal and you must, pursuant to law, file your appeal within the 30 days of the order, so that had to be done.

That then wrested the jurisdiction away from this Board and it's now in the Appellate Court and you couldn't do anything. So that motion, even though it was a proper motion, could not be heard because you no longer had jurisdiction. So therefore, we had to go back to the Appellate Court which is what was done by a motion yesterday, so that the jurisdiction would be sent back to you, the Board, which was done.

So yes, you are correct. In normal boards that's what would happen and we did wrestle with this issue. We decided as to due process concerns and also because there was nothing in the law books dealing with Unsafe Structure Board that it would be best to follow Florida Rules of Civil Procedure. So, yes. I hope that answers it.

MR. BARRANCO: With regard to the reconsideration, and I understand the extension now, the other question I would have is, the Board members that were present the day of the original consideration, wouldn't they be the only ones who are permitted to rule on the reconsideration according to Robert's rules?

MS. WALD: I'm sorry.

MS. DICKENS: I think I can clarify. I think I understand what you're, I think I can clarify and I'm going to put on my City Attorney hat now. There are two types of reconsideration -

VICE CHAIR SCHERER: Why don't we let the City of Fort Lauderdale attorney answer?

MS. DICKENS: Okay.

MS. WALD: Yes, as to this being reheard - go ahead.

MS. DICKENS: No, you go ahead.

MS. WALD: As to this being reheard, the Board can re-hear this matter, and make a determination. As to which Board members - I don't know which Board members were here at that time and not do it - but I think that the Board can make the decision to re-hear it or not re-hear it.

MS. HALE: All Board members then, Ginger? All Board members? Or as he said, only those who heard the initial?

MS. WALD: Well, if you're going to re-hear, if the case is going to be re-heard, whoever is here on the Board to re-hear the case is going to be the entire Board whoever shows up on that day.

MR. BARRANCO: Correct but -

MS. WALD: I hope that's -

MR. BARRANCO: No, my question was just on the reconsideration though.

MS. HALE: No, I -

MS. DICKENS: If they don't want me to answer it I won't [inaudible]

MS. HALE: No, no, that's not it. I don't think his question was answered.

MR. BARRANCO: My question is just on the motion for reconsideration. My understanding was that it had to be brought forward by one of the original Board members who voted to deny.

MS. WALD: I see, I see what you mean. I do, I was getting confused as to who was going to hear it and going to the next step or not going to the next step. That's a good question. What's the answer?

MS. DICKENS: I know the answer.

MR. HOLLAND: I made the original motion at that, our meeting. I would move to reconsider this.

CHAIR KERNEY: I have no problem hearing from the other attorney if she has knowledge of this.

MS. DICKENS: There are two types of motion for reconsideration. One that can be made from a member of the Board on the prevailing side of a motion. That's what you're speaking to. So for example, if someone in here was not happy with the decision they made, then you're right, at the very next meeting someone on this Board could say we want, I want to reconsider my opinion at the last meeting. That's a separate type of re-hearing than the re-hearing that's before you today.

Whenever there's a meeting of a quasi-judicial board there is an appellate process and that appellate process is governed by the Florida Rules Of Appellate Procedure as

opposed to the City's code so to speak. That's the type of re-hearing that we're on here today. It's not from you, it's from the person that was before the Board then seeking a rehearing.

So it's two types. The rule you're talking about, there's a rule that does apply to the Board, but it's a separate type of re-hearing. I hope that clarifies.

MS. WALD: Yes, and now that I'm thinking about it a little bit more, because and I wasn't prepared to answer that question and I apologize. Now that I've collected my thoughts, I think the entire Board, because this is a motion in front of the Board, that the entire Board can consider the motion and vote on the motion today.

CHAIR KERNEY: I personally am not in favor of it due to the fact that I think that the hearing that we did have was a legitimate hearing, I thought all the evidence was presented. And I think the only thing that's going to be presented if we open this back up is the fact that they have a buyer for it now. I've been on this Board long enough to know what happens when we go back down that road, now the new buyer, now you have to see them and it's going to extend this out another year. And I don't hear any solid evidence to reconsider this.

VICE CHAIR SCHERER: I think Jorg wanted to say something. Go ahead Jorg.

INSPECTOR HRUSCHKA: Jorg Hruschka, City of Fort Lauderdale Building Inspector. I did get a copy of the contract yesterday and first reaction was I would love to see this thing built as planned with the existing structure in place so that they'd just take over the existing plans and build it as designed which would help everyone out, we don't have a case then. Re-submit for the plan and renew it.

However, looking at the addendum that they signed, the buyer and the seller were extremely explicit that they're going to be building the dock and redo that with all the requirements, very explicit in that concern. They already specified [inaudible] sea wall is going to be redoing it.

However what really was at issue was the slab and the physical structure itself, the single-family home. And that is only addressed in a very secondary manner saying that the seller acknowledges that we have a code case against them but nothing about the resolution. Everything is contingent upon them doing something later on, it's a 6-months timeframe.

Actually my impression right now would be that there is no intent to build the structure as it is designed right now, so that basically would mean it would be redesigned, which would be changing all the layouts around for the foundation and the pilings and everything secondary. And therefore I wouldn't be supporting the -



CHAIR KERNEY: So you might as well demo the slab anyway if you're going back through that whole process, you might as well demo the slab.

MS. DICKENS: I'll speak to that. Our hope is not to have to go through the process, but it was kind of hard to determine what to do when we have a demolition order out there.

What I'm planning on doing, and I'll tell you this, is if we are successful in getting the attempt to re-hear, is to sit down with the purchaser, staff, my client, and when we come to you at the next meeting, have a proposal for when the structure's going to be built with a timeframe. The dock wasn't a part of this case but it's going to be part of the agreement as well. That's the hope, because if, I know that if we come back here and do this all over again, you're right I agree -

CHAIR KERNEY: You can't make that part of that agreement there is no way somebody would buy into that.

MS. DICKENS: All I can do is say we can attempt to do it; all we can do is negotiate and bring it back.

CHAIR KERNEY: That, yes, that would never happen. Mr. Chairman, if you're ready for motion?

VICE CHAIR SCHERER: Sure, go ahead.

CHAIR KERNEY: I'd like to make a motion that we do not -

MS. HALE: Didn't we have one?

VICE CHAIR SCHERER: We haven't had a motion yet, no.

MS. HALE: Oh, I thought he was -

VICE CHAIR SCHERER: We do not have a motion yet. So, who would like to make a motion?

MR. HOLLAND: No, I'm not, I attempted, but go ahead.

CHAIR KERNEY: I'm sorry [inaudible] if you're going to make the motion and you started, I don't want to overstep that; go ahead.

MR. HOLLAND: Well, it's in the affirmative that, under the, all this legalese, I mean if it would help simplify matters for everybody, especially the City resources involved in this, I was going to make a motion to reconsider, simple as that.

VICE CHAIR SCHERER: Okay, there's a motion to reconsider.

MR. PHILLIPS: Second.

VICE CHAIR SCHERER: Is there a second? There's a second. Is there any discussion on that issue?

MR. PHILLIPS: Your suggestion, since it's in the court it's going to be in the court, it's going to be months and months and months and months and things won't happen, as a pragmatist, granting it may get the thing built and done sooner than not granting it, is that your thought?

MR. HOLLAND: Well, and with all due respect, instead of answering that, when I first made my motion that I don't think

was heard, I hadn't heard from Mr. Hruschka about this plan that's going to deviate from the existing foundation plan or - it sounded like, if you could clarify that matter, that went pretty fast.

INSPECTOR HRUSCHKA: It's not necessarily, it's my impression when I read, it was very explicit that the dock has to be rebuilt in this addendum between buyer and seller. Very explicit as to the details, but it didn't have anything addressing that the house would be purchased, that the purchase included the set and it would be rebuilt according to the set. So that is my concern that it's just a delay tactic to -

VICE CHAIR SCHERER: Okay, so Jorg is - go ahead.

MR. HOLLAND: Well, again, just for the matter of discussion, there's a lot of equity in that, potential equity in the piles, the slab, the rebar. There's also a concern about deterioration of that rebar exposed to the elements so long. I tend to agree as a civil engineer the equity in that slab is on the order that they spoke to.

There's a great hardship - as I said last time - that could be suffered in the loss of that and that is generally a reason - but I wanted to see a, I didn't see a diligent effort to move forward the last time. It think after going through all this subsidizing of the legal profession I hoped we could get to the point where we can do something material to move

forward and salvage the equity in this property but I almost also am cognizant of dragging things out with these insurance companies and contractors, building, builders risk and all these complications to this case that I'm, that are attached to it.

I think in 30 days a lot of clarity could be brought to it I would hope, and then we could reconsider again.

VICE CHAIR SCHERER: Is there any -

CHAIR KERNEY: I disagree. If we consider this case we'll be dealing with this through the year. I've sat on this Board long enough to know it's - I disagree and I'm not going to vote for it.

MS. HALE: I just simply don't think that the neighborhood is being very well served. These people have looked for four years at a slab with some rebar sticking out of it. Four years that rebar has deteriorated. I don't know but when Stacey came in here, she announced that she had made contact with a contractor and was going to go ahead and build her dream house there. And now, two months later, we found her dream house has now been sold to somebody else.

I have a feeling that this will go on and on. I can't support this. Something has to be done. These people, it doesn't matter what neighborhood you live in, you deserve to have a neighborhood without messes like this one and with some safety for your children and your dogs and what have you that

are roaming around, and that doesn't look like a very safe site to me.

VICE CHAIR SCHERER: Is there any more discussion on this motion? Okay. No more discussions so, all those in favor of this motion please signify by saying aye.

MR. HOLLAND, MS. CHARLTON, MR. PHILLIPS: Aye.

VICE CHAIR SCHERER: So that's, are we getting this count?

MS. HALE: Maybe have a roll call.

VICE CHAIR SCHERER: Yes, why don't we go ahead and roll call this? Start from my left and all the way to my right, yea, nay.

MR. HOLLAND: Joe Holland, aye.

MS. CHARLTON: Olivia Charlton, aye.

VICE CHAIR SCHERER: John Scherer, nay.

MS. HALE: Pat Hale, no.

CHAIR KERNEY: Patrick Kerney, no.

MR. PHILLIPS: John Phillips, yes.

MR. HEGUABURO: Hector Heguaburo, no.

MR. JARRETT: Thornie Jarrett, no.

MR. BARRANCO: John Barranco, no.

VICE CHAIR SCHERER: Okay, so the motion fails.

MS. DICKENS: Thank you.

CHAIR KERNEY: Mr. Chair, before the next case, can I, it's been the policy of this Board that when we have a member

that starts using words like spoliation and pragmatic, that they're to hand out dictionaries to the rest of us.

VICE CHAIR SCHERER: We weren't all here when we were, we could go ahead and take this time to introduce everybody because when we started this, just really quick, so we don't waste anyone's time. But, why don't we start down at the end and kind of introduce what we're, because this is a full Board this is more people than I've ever seen on this Board, so.

Board members introduced themselves in turn.

VICE CHAIR SCHERER: Okay, so we need a Black's Law Dictionary at the next meeting. Go ahead, next case.

**4. Case: CE07021325**

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**Jungle Queen Inc.**

**2470 SW 21 Street**

MR. MARGERUM: Next case, on the bottom of page nine. Case is CE07021325. The address is 2470 SW 21 Street. Owners are Jungle Wheel [sic] Incorporated. Property posted on 1/24/08 and advertised in the Broward Daily Review on 3/28/08 and 4/4/08.

Case was originally heard on 6/21/07, it was given a 30-day extension with the owner to return with a status report. The owner was to super-secure the property and verify the integrity of the board at least every other day.

At the 7/19 hearing the Board granted a 60-day extension to 9/20/07. At the 9/20/07 hearing the Board granted a 30-extension to 10/18. At the 10/18 the Board granted a 60-day extension to December 20, 2007 with respondent to return with a progress report.

At the 12/20/07 Board the hearing granted an extended 30-day extension with the owner return with a progress report, and at the 1/17/08 Board you granted a 90-day extension until the 4/17 hearing. The inspector is Wayne Strawn.

VICE CHAIR SCHERER: Okay, introduce yourself.

MS. CALHOUN: Good afternoon Board, Hope Calhoun.

CHAIR KERNEY: There's a familiar face.

MR. BARRANCO: Excuse me Chairperson, I'm going to go ahead and -

MS. CALHOUN: I get confused a lot, actually.

MR. BARRANCO: - I have to recuse myself from hearing this.

VICE CHAIR SCHERER: Okay.

MR. BARRANCO: I'm familiar with the applicant [inaudible] the project.

VICE CHAIR SCHERER: Why don't you introduce yourself before, so we all know, go ahead and state your name and who you work for.

MS. CALHOUN: Good afternoon, Hope Calhoun, attorney with Ruden McCloskey, here on behalf of the applicant, Jungle Queen.

VICE CHAIR SCHERER: Okay, who can't vote on this?

MR. BARRANCO: John Barranco cannot vote on it.

VICE CHAIR SCHERER: Okay, John Scherer can't vote on this either. So why doesn't Patrick go ahead and Chair this one?

CHAIR KERNEY: Why? I wasn't ready.

MS. CALHOUN: Good afternoon again.

CHAIR KERNEY: Hi Hope, what do you have for us?

MS. CALHOUN: This sounds like it's been going on for a while. You all are familiar with the property: the Jungle Queen. We have continued to provide the City's engineer and Wayne, the inspector, with updates and progress reports. I believe that from a life safety standpoint, the property has been secured.

What we're working through now is getting a building permit, and the hold up, just like last time, is the building - I'm sorry - the Health Department, the Broward County Health Department. We need to provide them with a site plan that shows how the kitchen is laid out. We actually did that already, however, the person that prepared plans probably shouldn't have.



So we're getting new plans drawn so that we can re-submit to the Health Department so hopefully the next time we come back I can tell you we are that much closer to getting building permits so that those things that are outstanding can just be resolved.

And just so that everyone knows, one of the main problems with this property is that it's an existing nonconforming, it's a legal, nonconforming use. So we can't just tear it down and start over. If we could do that it would be much easier and we probably wouldn't still be here. But if we tear it down we can't continue to operate as the Jungle Queen. So for that reason we kind of have to piecemeal the repairs.

So again, that's why I'm here today asking for an additional extension of time. I'm going to ask for 90 days so that we can get through the Broward County Health Department and again hopefully come back to you at the end of the 90 days with good news and more progress. Thank you.

MR. PHILLIPS: Hope, is the Division of Hotel Restaurants with the DVPR, or is it with Broward County Health Department?

MS. CALHOUN: It's probably actually more properly with the Hotels and Restaurants than the Health Department.

MR. PHILLIPS: Up by Cypress Creek?

MS. CALHOUN: I'm not sure. I'm not dealing with them. Is it Cypress Creek? It is Cypress Creek. So they are an

issue. If you can offer us any help there we'd be glad to take it.

MR. KOZICH: I'm Allan Kozich, just want to reinforce the Board that there's a couple of items been taken care of besides the structural. We have a structural engineer doing weekly inspections on the project as far as that part goes.

Even though it doesn't comply structurally with the elements of the code, the electrical has been taken care of, the gas for the - excuse me - the hood at the kitchen equipment has been taking care of, it's, they got a code compliant hood with the proper fire extinguishing. And the interior of the space has all has a Class A fire rating, it's all been treated and properly inspected.

CHAIR KERNEY: So you're, you've got, you have progress, you're moving forward.

MR. KOZICH: Oh yes, we're moving forward as far as that part goes, it's just that going through this soup, because it's such an old, old building it's very tough to get the permitting process done on it.

CHAIR KERNEY: Okay. Wayne, can you give us your input please?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I think Hope touched on one of the major problems, that because it's legal nonconforming, they just can't flatten everything and rebuild it. That would be the structural

answer the easy solution to this problem. But they're stuck with the difficult solution. And a lot of what we have structurally was built before Broward County even had a Building Department and it doesn't meet any code.

But were getting, Curtis Craig has required an engineer's report weekly that shows that an engineer is looking at it to see that it's not going to collapse or cause a problem and this is how they're allowed to stay in business.

But what we're looking for - the light at the end of the tunnel - is when they finally rebuild to something that will meet the Building Code. And that's as specified under 117.1.1, it says, 'substantially damaged and not been maintained according to the standard of the Florida Building Code.'

Some of this stuff is, aside from small rebuilding part by at a time, it can't really. It's a difficult, difficult problem, so I'm hoping for light at the end of the tunnel. I think they're showing us some light so we should try to go along with that.

CHAIR KERNEY: Okay, thank you Wayne. Board, they're asking for a 90-day extension.

MR. PHILLIPS: So moved.

CHAIR KERNEY: I have a motion for a -

MS. HALE: I'll second it.

CHAIR KERNEY: 90-day extension to the, actually have to say it's to the one, two, three, that would be July 17.

MS. HALE: I'll second.

CHAIR KERNEY: You amend your motion for the July 17?

MR. PHILLIPS: Move that we grant a 90-day extension up to and including July 17.

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

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Ninety days.

MS. CALHOUN: Thank you.

MR. KOZICH: Thank you.

CHAIR KERNEY: You can have the Chair back.

**5. Case: CE07051061**

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**Isabel Laos**

**539 NW 22 Avenue**

MR. MARGERUM: Next case is on page three of the agenda, bottom of the page. Case number CE07051061. The address is 539 NW 22 Avenue, Isabelle Laos is the owner. Property was posted on 3/12/08 and advertised in the Broward Daily Review on 3/28 and 4/4/08.

Case was first heard 2/21 Unsafe Structures Board hearing. You granted a 60-day extension until 4/17, the Board

stipulated the property must be secure immediately and the owner must return with a set of plans. And Wayne Strawn is the inspector.

MR. MEYER: Good morning ladies, good afternoon ladies and gentlemen. I'm Ken Meyer, I'm the attorney for Isabel Laos, the property owner who couldn't be here because her father recently passed away in Peru. I don't know if you are aware of this, the City Redevelopment Authority is in active negotiations right now for the purchase of the property which and they've come to like some basic range of what they're doing with the property.

And that's why we're requesting a 60-day continuance for us to have the ability to have the City Commission approve the sale and purchase of this property which will be on the next thing May 15 or so.

MR. WOJAK: Actually, I'm Bob Wojak with the Fort Lauderdale Community Redevelopment Agency. This item went before the City Commission seated as the CRA Board this last Tuesday, the 15th. And at that meeting we presented the Commission with a signed contract by the seller for a certain figure that the Commission, after discussion, countered with another offer.

We'll be meeting again as the CRA Board, the Commission will be meeting as the CRA Board on April or May 20<sup>th</sup>, excuse

me, May 20<sup>th</sup>, which would be the next time this meeting, this item would be considered by them.

We're in active negotiations. The owner, when she presented the contract to us for the last Board meeting, she had informed us that her father had just passed away, she just found out her father had passed away. Her father lives in Peru and she, my understanding, is in Peru right now.

CHAIR KERNEY: Could I hold, just stop you for just a - is this a new case or did we hear this?

MR. MEYER: This is an old [inaudible] case, [inaudible]

CHAIR KERNEY: This is an old case okay I'm sorry go ahead.

MR. MEYER: It was on in, I think in March or so. And I we've also secured, my clients have taken -

CHAIR KERNEY: I apologize [inaudible]

MR. MEYER: - considerable efforts and have secured the property. I think Wayne had the electric taken off the property. We've kept it secured; there's no vagrants in it and we'll continue to agree to keep its secured and my client'll go out there every week and make sure that it's monitored.

MR. PHILLIPS: Wayne, any opposition to an extension in light of what they ask?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I concur the building is secure; I went by today. We've had

the power cut so there's no electricity there. I think the CRA's intention is to demolish the building.

MR. PHILLIPS: Okay, I move we grant a 60-day extension up through June 19<sup>th</sup> to allow the hearing of the City Commission as the CRA to resolve this.

VICE CHAIR SCHERER: There's a motion, and is there a second?

MS. HALE: I'll second.

VICE CHAIR SCHERER: Okay, a motion, any discussion? No discussion? All those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

VICE CHAIR SCHERER: Opposed, like sign. Motion passes, 60 days.

MR. MEYER: Thank you.

VICE CHAIR SCHERER: Next case.

**6. Case: CE06102667**

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**Corey Canzone & John Mislow**

**3729 SW 12 Court**

MR. MARGERUM: Going to page two of the agenda. Case number CE06102667. The address is 3729 Southwest 12<sup>th</sup> Court. Corey Canzone and John Mislow are the owners. Posted the property on 4/1, advertised in the Daily Broward Business Review on 3/28 and 4/4/08.

Case was first heard by the Board on 6/21, gave a 30-day

extension. At the 7/19 hearing, they granted a 60-day extension. At the 9/20/07 hearing they granted a 30-day extension with the owner to return a set of documents and plans and registered engineer.

At the 10/10, excuse me, 10/18/07 hearing, the Board granted a 60-day extension. At the 12/20/07 the Board granted another 60-day extension. And at the 2/21/08 hearing the Board granted a 60-day extension. Wayne Strawn is the inspector; we have no respondents.

VICE CHAIR SCHERER: Okay. Wayne, is there an update on this one?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. There was a question?

VICE CHAIR SCHERER: Is there an update on this particular issue, case?

INSPECTOR STRAWN: I don't know of any progress towards compliance. Any permits issued, we always check that before we come to the hearing. This is the case where Mr. Mislow, if he allows this building to be demolished he has nothing but a vacant lot. It's not a buildable lot. Alright, an after-the-fact permit was applied for on the 14th of February but has not been issued. And, same thing, shutters on 2/14 but has not been issued.

VICE CHAIR SCHERER: This is, he, I think that's why we granted an extension was because he hadn't picked them up yet



as of 2/14.

INSPECTOR STRAWN: Uh-hmm [affirmative]

VICE CHAIR SCHERER: Okay. Well, there's no respondent,  
so -

CHAIR KERNEY: Question for Wayne, these are ready to  
pick up and they haven't picked them up or they've just been  
applied for?

INSPECTOR STRAWN: I don't know.

CHAIR KERNEY: There's no way of knowing that?

INSPECTOR STRAWN: No. I could check that, Jorg, can you  
check that permit for me?

CHAIR KERNEY: I think it's important if it's a matter -

INSPECTOR STRAWN: 3729 Southwest 12<sup>th</sup> Court, and check  
status on the applications. There's two applications in  
February. 3729 Southwest 12<sup>th</sup> Court.

CHAIR KERNEY: And Wayne, an additional question, are  
these two permit applications enough to get this off of this  
Board's agenda?

INSPECTOR STRAWN: No.

CHAIR KERNEY: Or this is just -

INSPECTOR STRAWN: No, those two applications don't  
really cover everything we need to have.

CHAIR KERNEY: Okay, Well, in light of that I won't even  
wait for the answer. Mr. Chairman, I move that we find that  
the violations exist as alleged and that we order the property

owner to demolish the structure within 30 days and that we order the City to demolish the structure should the property owner fail to timely demolish. Such demolition is to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

VICE CHAIR SCHERER: Okay, I have a motion. Is there a second?

MS. HALE: I'll second.

VICE CHAIR SCHERER: Any discussion? No discussion?

MR. PHILLIPS: Wayne, you had a discussion, any discussion with the owners at all? What's going on?

INSPECTOR STRAWN: I'm beginning to doubt whether they have the resolve to follow through.

MR. JARRETT: Did you say, Wayne, that they're not going to be able to build on that lot?

INSPECTOR STRAWN: That's correct. His first intention, I think, when he bought the property was he realized that this building on it was of dubious condition and value and he wanted to use the lot, tear that building down and build something else.

But he got involved, talked to the Zoning Department and found out that's not a buildable lot; it's a substandard lot because of the way the properties had been sold off at other times. So the structure that's there now is grand fathered in. But if you tear it down you've just got a lot and that's

all you've got.

MR. PHILLIPS: Is this out by 441 and Davie?

INSPECTOR STRAWN: Yes, this is on 12<sup>th</sup> Court.

MR. PHILLIPS: The house that has a tree that went through it that time?

INSPECTOR STRAWN: That's the other side of Davie.

MR. PHILLIPS: Oh this is north.

INSPECTOR STRAWN: This one backs up to Melrose Park. The back property line, the north property line is what used to be, what was Melrose Park, used to be the corporate limit but now we've annexed.

MS. HALE: Is there no access to the lot?

INSPECTOR STRAWN: Yes, this has street frontage.

VICE CHAIR SCHERER: It's just too small.

INSPECTOR STRAWN: But it's too small.

MS. HALE: It's just too small, okay.

VICE CHAIR SCHERER: Okay, there's a motion and a second. And no more discussion, all those in favor, signify by saying aye.

MR. BARRANCO, MS. CHARLTON, MS. HALE, MR. HEGUABURO, MR. HOLLAND, MR. JARRETT, VICE CHAIR SCHERER, CHAIR KERNEY: Yes.

BOARD MEMBERS: All those opposed?

MR. PHILLIPS: No.

VICE CHAIR SCHERER: Okay, we have one no. Motion passes.

**7. Case: CE07080955, CE07080958**

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**Enclave at the Oaks Townhomes LLC**

**502 SW 20 Avenue, 460 SW 20 Avenue**

MR. MARGERUM: Next case is on page six. The address, excuse me, the case number is CE07080955. The address is 502 Southwest 20<sup>th</sup> Avenue. Enclave at the Oaks Town Homes Limited Liability Corporation is the owner.

Property was posted on 4/2 and advertised in the Daily Broward Business Review on 3/28/08 and 4/4/08. The case was first heard on the Board by 2/21/08 and you granted a 30-day extension. At the 3/20/08 hearing the Board granted a 30-day extension. Jorg Hruschka is the inspector.

INSPECTOR HRUSCHKA: Jorg Hruschka, City of Fort Lauderdale. They had applied for a sewer cap permit, but it hasn't been inspected yet and that holds up a demolition request. But they had done two properties next to that within the process, but I do request that we get a demolition order to hold them to it.

VICE CHAIR SCHERER: Okay, and there's -

MS. HALE: Is that for both of these cases?

INSPECTOR HRUSCHKA: Yes, for both of them.

MS. HALE: Because there's a second case that is -

INSPECTOR HRUSCHKA: Yes.

VICE CHAIR SCHERER: Okay.

MR. PHILLIPS: We might have to read that one, don't we?

MR. MARGERUM: Let me read the second case into it. On page seven, case number CE07080958. The address is 460 Southwest 20<sup>th</sup> Avenue. Enclave at the Oaks Town Home Limited Liability is the owner. Jorg Hruschka, inspector and extensions as noted on the agenda.

VICE CHAIR SCHERER: Okay.

MR. PHILLIPS: I'd like to make a motion in case number CE07080955 for 502 Southwest 20<sup>th</sup> Avenue and CE07080958, 460 Southwest 20<sup>th</sup> Avenue. And in both cases we find the violations exist on both as alleged and that we order the property owner to demolish the structure within 30 days, we order the City to demolish the structure should the property owner fail to timely demolish. Such demolition to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

MR. HEGUABURO: Second.

VICE CHAIR SCHERER: I have a motion and a second. Is there any discussion? No discussion. All those in favor signify by saying aye.


BOARD MEMBERS: Aye.

VICE CHAIR SCHERER: All those opposed? Motion carries. Next case.

MR. MARGERUM: Page eleven, bottom of the agenda. Case number CE08020330. The address is 200 Northeast 3<sup>rd</sup> Street. George Beasley is the owner; they have complied. That

concludes the agenda.

[Meeting concluded at 4:10 p.m.]



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SKIP MARGERUM, BOARD CLERK



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JOHN SCHERER, CHAIRPERSON

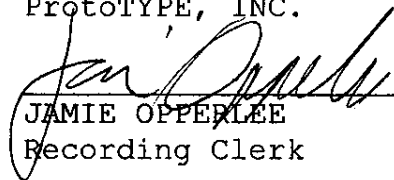
Minutes prepared by: J. Opperlee, Prototype Services

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held April 17, 2008, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

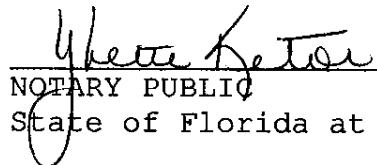
Dated at Ft. Lauderdale, Broward County, Florida, this 25 day of April, 2008.

ProtoTYPE, INC.

  
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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<sup>th</sup> day of April, 2008.

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

Notarial Seal:

