

CITY OF FORT LAUDERDALE
 UNSAFE STRUCTURES BOARD
 THURSDAY, MAY 15, 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	P	7	1
John Scherer, Vice Chair	A	5	3
John Barranco	P	4	0
Olivia Charlton	P	6	2
Pat Hale	P	7	1
Hector Heguaburo	P	6	2
Joe Holland	A	6	2
Thornie Jarrett	P	7	1
John Phillips	P	3	1

City Staff

Yvette Ketor, Board Secretary
 Ginger Wald, Assistant City Attorney
 Wayne Strawn, City Building Inspector
 Jorg Hruschka, City Building Inspector
 Gerry Smilen, City Building Inspector
 Brian McKelligett, Administrative Assistant II
 Dee Paris, Administrative Aide
 J. Opperlee, ProtoType Inc. Recording Clerk

Guests

CE07100691: Joy D. Robinson, owner; Jose Herazo, Public Adjuster
 CE08020243: Diana Centorino, owner's attorney; Katherine Dely, attorney; Mary Russ, estate representative
 CE08030370: Leonard Nyhuis, partner
 CE07100691: Karen Black Barron, bank representative

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Address:	628 NW 22 Road	
Disposition:	30-day extension to 6/19/08, owner to: board up and secure the property to building inspector's satisfaction and repair roof holes. Board unanimously	

approved.

2. **CE07100691** **Joy D. Robinson** 21
 Address: 805 South Rio Vista Boulevard 52
 Disposition: 30 days to demolish the property or the
 City will demolish. Board unanimously 62
 approved.

3. **CE08030370** **Arch James III & Kay Oliver** 29
 Address: 651 N. Andrews Avenue
 Disposition: 30-day extension to 6/19/08, respondent
 to: board the property and maintain the
 boarding to the satisfaction of the
 inspector, shut water service to the
 property and return with his engineer or
 the engineer's report and proof of his
 authority to act on behalf of the owner.
 Board unanimously approved.

4. **CE07121155** **Ricardo Monteiro** 64
 Address: 1524 NE 15 Avenue
 Disposition: 60-day extension to 7/17/08. Board
 unanimously approved.

5. **CE07120541** **Shirley Fletcher-Allen and Vernon Hills** 70
 Address: 1225 NW 16 Street
 Disposition: 30 days to demolish the property or the
 City will demolish. Board unanimously
 approved.

6. **CE08021122** **Charles W. Walker Estate** 73
 Address: 2345 NW 14 Street
 Disposition: 30 days to demolish the property or the
 City will demolish. Board unanimously
 approved.

7. **CE08021469** **Erma Ferguson** 79
 Address: 624 NW 4 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 3:23 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Approval of meeting minutes

Motion made by Mr. Phillips, seconded by Mr. Heguaburo, to approve the minutes of the Board's April 2008 meeting. Board unanimously approved.

Board members introduced themselves in turn.

All individuals giving testimony before the Board were sworn in.

1. Case: CE08020243

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Tansy Avant Estate

628 NW 22 Road

MS. PARIS: The first case we're going to hear is on page four: CE08020243. The address is 628 Northwest 22nd Road, Tansy Avant Estate. The inspector is Gerry Smilen and it was posted on the property 4/2/08, and advertised in Broward Daily Business Review 4/28/08 and 5/2/08. We have certified mail, as noted in your agenda.

CHAIR KERNEY: Is this a new case?

MS. HALE: Yes.

CHAIR KERNEY: Okay, thank you.

MR. PHILLIPS: Who, who was this sent to, certified mail?

MS. PARIS: There's certified mail going to the estate, that was not signed, that was returned "no forward." There was certified mail that went to the law office that was signed by Katherine Delay or Dely; and there were certified mail that went to Mary Russ, the personal representative, signed by Tymon Drisdorn; and there was certified mail that came back illegible with a signature for Diane Waterhouse Centorino, and certified mail to the tenant in possession was returned. Apparently it's been vacant for over two years.

CHAIR KERNEY: Thank you. Good afternoon.

INSPECTOR SMILEN: Good afternoon. City inspector Gerry Smilen, we have case number CE08020243. Violations are as follows:

FBC 117.1.1

THE SINGLE STORY COMMERCIAL BUILDING HAS BECOME UNSAFE. THE BUILDING IS A FIRE AND WINDSTORM HAZARD. THE BUILDING HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS AND VANDALISM AND IS NOT BEING MAINTAINED ACCORDING TO THE STANDARDS OF THE FLORIDA BUILDING CODE.

FBC 117.2.1.1.1

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

FBC 117.2.1.1.2

THE BUILDING CONTAINS AN UNWARRANTED
ACCUMULATION OF DEBRIS AND COMBUSTIBLE
MATERIAL.

FBC -

MS. WALD: Excuse me, can you speak a little louder? One
of the respondents is hearing impaired. Just a little louder.

INSPECTOR SMILEN: Do you want me to give the microphone
a lip lock there?

MS. WALD: Louder. Give it the Brian voice.

MR. PHILLIPS: Is there a volume button, maybe?

INSPECTOR SMILEN: Halleluiah. Okay, where was I? Okay.

Violation:

FBC 117.2.1.2.1

THE FOLLOWING BUILDING PARTS ARE LOOSE,
LOOSENING OR HANGING LOOSE: WE HAVE DRYWALL ON
THE CEILINGS AND WALLS, FASCIA BOARDS,
INSULATION, STUCCO, ROOF DECKING AND THE CANOPY
FRAME.

FBC 117.2.1.2.2

ROOF SHEATHING AND ROOF RAFTERS HAVE
DETERIORATED DUE TO WATER INTRUSION. THE RAFTER
TAILS HAVE IN SOME AREAS DISINTEGRATED.

FBC 117.2.1.2.3

THE BUILDING IS PARTIALLY DESTROYED BY NEGLECT.
DAYLIGHT CAN BE SEEN THROUGH THE ROOF FROM THE

INSIDE IN VARIOUS PLACES AND CEILINGS HAVE
FALLEN DOWN IN MANY AREAS.

FBC 117.2.1.3.1

THE BUILDING HAS BEEN ALTERED WITHOUT OBTAINING
PERMITS OR WITH PERMITS THAT HAVE EXPIRED
WITHOUT THE APPROVAL OF THE WORK BY FIELD
INSPECTION. THE FOLLOWING IS A LIST OF THESE
ALTERATIONS:

1. THE INSTALLATION OF PVC PIPING AND FIXTURES,
2. ELECTRICAL CONDUIT, 3. WINDOWS, 4. DOORS, 5.
- FRONT CANOPY, 6. EXTERIOR STUCCO, 7. SECURITY
- BARS AND ELECTRICAL SERVICE REPAIR.

CHAIR KERNEY: And the City is requesting?

INSPECTOR SMILEN: Demolition.

CHAIR KERNEY: Demolition. Thank you. And do we have a
respondent? Hi. Come forward and state your name, please.

INSPECTOR SMILEN: May I enter these photographs
[inaudible]

CHAIR KERNEY: Sure, absolutely. You want to explain
them and enter them in or you just - ?

INSPECTOR SMILEN: Yes, I can do that.

CHAIR KERNEY: Okay. Give us just a few minutes; let him
enter the photos into evidence.

[Inspector Smilen showed photos of the property on the
Elmo]

INSPECTOR SMILEN: Okay, anyway, here's the front of the building which appears not too bad. We get into the sides of the building, the windows have been ripped out and open. If you'll notice on this bottom picture here, here is the side of the building where it's showing the complete deterioration and disintegration of the roof structure and roof covering.

Over here, we're showing illegal plumbing that was done without permits. This was an area, there was originally another building on the lot next door that was joined to it, and it had to be sealed up as that building was demolished.

Here's a picture of security bars and an open area where an AC unit appeared to have been. This is a good example of what the roof looks like: sky lights all over the place. This is showing more illegal plumbing on the side.

This is the interior of the building as rainfall has caused the ceilings to fall in on the building. And here are illegal security bars. This is showing the debris and trash inside the building, with the water heater laying on its side and other debris around it. And here we're looking at more of the ceiling that has collapsed inside the building.

Here's a picture of a bathroom that is definitely destroyed. Here is more ceiling and insulation hanging down. More drywall damage. Here is the front part of the building where the storefront would be. As you notice, there is a lot of ceiling missing. There's insulation and drywall and a lot

of mildew. Here's the openness in the back and also some more ceiling and insulation falling in. Also with an illegal hot water heater hooked up in the back there.

More mold and mildew with a cabinet ripped out. I believe, this is a picture, I went in there one day when it was raining and the whole inside was just, it looked like almost an indoor pool. There was water that was laying all inside the floor area in the front.

I think this captures more of what I was talking about right here. As you can see, it just came in like a waterfall. This was raining on the outside. That's it.

CHAIR KERNEY: Thank you. Could you step forward and state your names please?

MS. DELY: Sure, my name is attorney Katherine Dely, I am the attorney for the personal representative, and for the estate of Tansy Avant.

MS. CENTORINO: I'm Diana Centorino, I'm the attorney for the three grandchildren of Tansy Avant, and we've been in litigation regarding this estate. We have just recently settled the estate within the last month, actually.

MS. RUSS: And I'm Mary Russ, I am personal representative of the estate.

CHAIR KERNEY: Okay, thank you.

MS. RUSS: And I am a hearing impaired, I'm sorry.

CHAIR KERNEY: Okay, are you, were you able to hear

everything, all the testimony? Do you understand what the violations were?

MS. RUSS: I heard them.

CHAIR KERNEY: And you are able to hear him when he was showing us the pictures as well?

MS. RUSS: Yes, I was watching [inaudible] as well.

CHAIR KERNEY: Okay, very good, thank you. Okay, Who wants to start?

MS. DELY: Sure, I'll start, Katherine Dely. Good afternoon everyone. As you're aware, this is an estate property, and we were going through litigation which just recently subsided at the end of April.

We came to a settlement; there five beneficiaries of the estate, three of them live outside of the state of Florida. And after the litigation, they went back to their homes. In the meantime, we've been trying to, prior, while the litigation was going on, we were not allowed to do anything with the property until the matter had been settled. We tried to secure the property the best we could. There was vagrants and trash was being dumped, but we had that removed and the building is boarded up now, correct?

MS. RUSS: I'm sorry?

MS. DELY: The building was boarded up?

MS. RUSS: Yes, I didn't get a board certificate, but the building -

MS. DELY: There's not a board certificate yet for that, but the building has been boarded up so that the window coverings and everything are secure. But basically, right now we're negotiating two contracts with potential buyers for the property. And what they're proposing, we don't have anything written yet, they're obviously very concerned about this hearing, they would like to preserve the outside structure of the building and propose doing a new roof and have the inside of it demolished, which we do have plans for the demolition of the inside.

Now, no permits have been pulled, and we haven't obtained a contractor yet to do any of that work because we're still trying to negotiate with the parties and like I said the litigation has just subsided. So now all the parties are in agreement, the beneficiaries of the estate, that they just want to do what they can to make the structure safe. And hopefully preserve at least the outside of the structure so that we can go ahead and sell it and, you know, for the best value and pass it on to the next party to, and that's what we're negotiating right now, to get everything up to code.

The next party would be responsible for that, but depending on what happens at this hearing and at the very least we would like an extension of time to be able to determine, get some contractors to give us some estimates about what it does entail to bring the building up to code,

and that sort of thing. So we have been, just because we just recently settled there was a little bit of a time crunch there.

Notices, we weren't receiving notices, there was a notice issue, which I received the certified just recently in April. And, but I wasn't, we weren't receiving notices prior to that, I guess there was some kind of mix up there. The building next door - there is no building next door - but apparently there was a property issue where things were going to the next door, you know, to the property next door. And I think notices were being ripped off of the building. Because the personal representative did go over there on a regular basis to check the status of the building. But that's where we are at this point, and Diana do you have - ?

MS. CENTORINO: I'll just concur with everything that Ms. Dely said. That, I was the one challenging the will and the estate, and I certainly didn't want to have anything done to this property until I knew what the outcome of the case would be. And as our, the thrust of the settlement basically is that we want to sell the real estate, we want to move forward with this.

Nobody wants to keep it; we want to sell it so, it's not something where would we want to just leave it alone to further deteriorate, which it's in our client's best interest to make it as marketable as possible. We don't know if it

would be more marketable with the building standing gutted out from the inside, or just the vacant lot at this point, because we haven't had an opportunity to even get any estimates.

But we would be requesting say 90 days to try to get, to try to get that information so that we can make a reasonable decision on behalf of our clients.

CHAIR KERNEY: Well, the problem that we find on this Board - and I've seen it probably more since I'm the longest sitting member of this Board - is that when somebody comes and tells us that they're going to sell the property, what happens is, it goes extension after extension. Then it gets sold and then we see the new buyers or the new owners here in front of us and now that drags on. And it's a vicious cycle.

And typically another problem is that people don't realize what it costs to bring a building like this back up to code. It's far beyond what you think it's going to be and then they end up tearing down the building anyway, but it drags out in front of us for a year. So, from what I've seen from this Board is typically not to allow that to drag on, just from past history.

MR. PHILLIPS: Ms. Dely, was a curator ever requested, or?

MS. DELY: Yes, a curator was requested but due to, we were able to get around that. The judge basically said that since there was only two properties in the estate that a curator, the cost of everything would be too costly, and we

just put a hold on the property that it couldn't be sold or anything couldn't be done until the litigation was resolved.

MR. PHILLIPS: Well, it could have been, I mean, a curator is to protect it from the litigation.

MS. DELY: Right, right, right.

MR. PHILLIPS: Was there any insurance that was available because of the damage to this, or anything?

MS. DELY: No.

MR. PHILLIPS: It wasn't wind storm or anything?

MS. DELY: No, it's basically years of -

MS. RUSS: I would like to say, as personal representative, if I were actually given notice, proper notice of what was actually taking case with this property, I could have adhered at that time. But because I was not given proper notice and then when I was given proper notice - in April I believe it is - I did comply with the inspector that was on the outside of the building. I never did meet with this inspector here, but I complied immediately and I made sure all activities were taken care and were in compliance. If you see the report, you will see that I complied immediately. Now, if there was -

MR. PHILLIPS: Those pictures were in February, the beginning of February. Are those windows boarded up now, are the holes covered?

MS. RUSS: What happened with the windows broken out, the

bars would actually be pried from the building due to break-ins. The inspector had a report taken by the Police Department, I myself, which my attorneys has a report of that as well. There was no damages to that building, the building was never just left abandoned. There was somebody coming by there constantly to secure that building, to make sure that building was okay.

It was only until the building was broken into that these pictures came into effect. These pictures name never came into effect the whole year this case has been in to probate. Only for from February or March of the police report, I believe it is.

MR. PHILLIPS: That roof didn't happen overnight.

MS. RUSS: I'm sorry?

CHAIR KERNEY: Yes, this is long, the roof didn't happen overnight. This is long-term damage.

MS. RUSS: No, the roof didn't happen overnight. The roof didn't happen overnight. And the thing with the roof situation is because there was Diana's, there was two parties, and there was two wills going on, so nobody actually took part in the building.

I'm personal representative, but her clients held the keys to the building. I never took any possession of the building so I couldn't go into the property; I couldn't see what was going on with it. I was trying to keep peace within

the family, and we did that by making a settlement at the end we all came together. So this is not where a situation where we wanted things to just fall apart.

And my aunt was the oldest black cosmetologist in Broward County, and for the City Commissioners and the City or Broward County to allow her building to go as long as she went into it and she retired in 1995, in 2005 she retired. Now she was 95 years old and she was still acting in that building at that time. There was nothing wrong with it then. It was only the last few months -

CHAIR KERNEY: Gerry, could I see those pictures again, please?

MS. RUSS: - when these pictures came into place, when this building was destroyed. And I think it's very prejudiced on the family's part.

MR. PHILLIPS: Will the attorneys see to it that there is some Visquene and some plywood put over the holes in the roof?

CHAIR KERNEY: Thank you.

MR. PHILLIPS: That the things are boarded up in cooperation with the inspector?

MS. DELY: Yes. Yes.

MS. RUSS: We're trying to do whatever it takes to make -

MR. PHILLIPS: What about the board up certificate?

Maybe the -

MS. CENTORINO: Candidly, I have not been in this

property. This is the first I've seen of the interior. So yes, we will be able to secure the roof and work as quickly as possible to try to get some idea - and Mr. Kerney is absolutely right - we have no idea how much it would cost to make it so that even the outside structure can be saved.

And that's what we need to do so that my clients who live out of state say, "How could you have allowed this to be torn down after we fought for a year for this?"

MS. HALE: When was your settlement made between the two, two groups?

MS. CENTORINO: It was about three weeks ago? About three weeks ago.

MR. PHILLIPS: Any liquid assets other than this real estate?

MS. DELY: There's another piece of real estate, basically two pieces of property.

MR. PHILLIPS: Any liquid, any cash?

MS. DELY: Barely.

MS. CENTORINO: Three hundred dollars.

MS. DELY: We're all interested in selling the real estate.

CHAIR KERNEY: So, your intentions are to sell the property?

MS. DELY: Yes.

CHAIR KERNEY: Now, if you feel as though that the

property could be torn down and the property could be sold, make it more salable with the building gone, you would do that as well, if you believed that?

MS. DELY: Correct. Whichever is going to make it more sellable and get more money is what we're interested in doing.

CHAIR KERNEY: I see. Okay. Gerry, you had something else to add?

INSPECTOR SMILEN: With all due respect to the family, the Tansy family and everything, I have to say that the building has been a victim of neglect and it's been more than a few months; it's been many years, as you can tell by the pictures and the destruction in the building.

The one thing that bothers me at this point is the fact that there is a board up on there, but it's not a very good board up and there was no board up certificate issued for this.

I think if you're going to give them some time to get their act together on this, I think the first thing that we have to think of as far as the City is that we need a board up certificate and a proper board up so the building is secured so there won't be any problems. I think that would be the first step, if that's the direction that you want to go in.

MS. HALE: Has the electric and been cut off to the property?

INSPECTOR SMILEN: Yes it has.

MS. HALE: And gas as well?

INSPECTOR SMILEN: There is nothing going on in there.

MR. PHILLIPS: Can I make a motion, Mr. Chairman?

CHAIR KERNEY: You may.

MR. PHILLIPS: I'd like to make a motion we extended this 30 days, grant an extension 30 days time, during which they need to A: Get a proper issued and complied-with board up certificate. B: Repair the holes, or temporarily repair the holes in the roof. C: Secure the building to the satisfaction of our inspector.

And at that time, if they come and have updated pictures, and if they do come back in 30 days, consider either continuing it to get a building permit, if they comply, or to reissue this to revisit this issue.

CHAIR KERNEY: Okay, the motion, as I understand it is for -

MS. HALE: Wayne has something to say.

CHAIR KERNEY: I've got an open motion on the floor. Unless the maker would like to withdraw the motion so you can make your comments.

MR. PHILLIPS: I'd like to keep the motion.

CHAIR KERNEY: Okay. Right now I've got a motion for a 30-day extension, which would be to the June - what are we? We're the yellow guys or the?

MR. PHILLIPS: June 19th.

CHAIR KERNEY: June 19, okay, to the June 19th meeting, with, in which time there would have to be a permit issued for board up and the board up done, repair of the roof and the property secured. Do I have a second on the motion?

MR. JARRETT: I'll make a second, but I'd also like to ask the maker of the motion for a friendly amendment to the motion.

MR. PHILLIPS: Sure.

MR. JARRETT: We have determined in the past that the Board has the authority to do the, to order the board up. They do not have to go get a permit if we include that in our motion.

MR. PHILLIPS: Could it be something like, they have to get a board up within the next week, and failing same -

MR. JARRETT: We can order it tomorrow.

MR. PHILLIPS: Well, giving them a chance to save some money, I would think.

MR. JARRETT: It's, but, we don't, they don't have to get a permit, they don't have to go get a permit for the board up if we include that in our order.

MR. PHILLIPS: Okay, so amended.

MR. HEGUABURO: I think Gerry has something to -

CHAIR KERNEY: Okay, so I have a motion and a second, and I have an agreement to the amendment. Gerry?

INSPECTOR SMILEN: One thing, if they don't have to get a

board up certificate, I would still hope that they would do the board up according to the specifications of the City.

MR. JARRETT: We would ask you to check that.

INSPECTOR SMILEN: Okay, thank you.

MR. JARRETT: Clarification, by the way, I believe, and the City Attorney can back me up on this, the board up certificate, if it's going to be boarded up for a year. You're not going to board it up for a year, because you're going to be back here in 30 days with a set of plans or a plan of action, okay?

CHAIR KERNEY: I'm sorry, I'm -

MS. WALD: Ginger, Ginger Wald, Assistant City Attorney. You are correct sir. And yes, you can order it and do not have to go ahead and get a board up certificate. That is correct.

CHAIR KERNEY: Okay. Does the - do we understand what the motion is? Wayne, did you have, Wayne, did you have something to add?

INSPECTOR STRAWN: No, my remarks were going to be along those same lines.

CHAIR KERNEY: Okay, thank you. Okay, I have a motion and a second on the floor. Is there discussion on the motion?

MR. PHILLIPS: Can we require them to have liability insurance on that?

CHAIR KERNEY: No, the City Attorney's saying no.

MR. PHILLIPS: Can't?

CHAIR KERNEY: No.

MR. PHILLIPS: What if someone gets hurt? It's attractive nuisance. Kid can go over, fall through the roof.

MS. WALD: Then they will be sued.

MS. HALE: There's only three hundred dollars, so -

CHAIR KERNEY: I have a motion and a second. I know I'm not doing a very good job of keeping order here. Motion and a second. There's no discussion on the motion? Seeing none, all in favor, signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? You understand what you have to do?

MS. DELY: Yes.

CHAIR KERNEY: Thank you.

2. Case: CE07100691

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Joy D. Robinson

805 South Rio Vista Boulevard

MS. PARIS: Our next case is on page one, it's old business. The case number is CE07100691, the inspector is Wayne Strawn. 805 South Rio Vista Boulevard. The owner is Joy D. Robinson. The property was posted on 4/25/08 and advertised in the Broward Daily Business Review 4/28/08 and 5/2/08. There was certified mail service to Joy D. Robinson

signed by Benoit on 4/30/08, and certified mail service to Chester L. Benoit, signed by Benoit on 4/30/08. And certified mail to the tenant in possession signed by Benoit on 4/30/08 and certified mail to José Herazo, the signature was illegible, on 4/28/08.

This case was first heard at the 2/21/08 USB hearing. At that time the Board granted a 60-day extension to 4/17/08 with the stipulation that the property owner, make sure that the dwelling is unoccupied and secured. At the 4/17/08 USB hearing the Board granted a 30-day extension to 5/15/08 with the stipulation that the property owner must return with her attorney and public adjuster. The attorney must have documents associated with this case.

CHAIR KERNEY: Good afternoon. Could you state your name for the record, please?

MS. ROBINSON: Yes, it's Joy Dean Robinson Guignon.

CHAIR KERNEY: And what do you have for us this afternoon?

MS. ROBINSON: Well, the attorney is not able to be here, because he's occupied elsewhere. I have my insurance adjuster. I've been having a bout with migraine headaches, so if you would like I'd turn it over to José Herazo.

CHAIR KERNEY: Okay. Jose, what do you have for us?

MR. HERAZO: Thank you. Jose Herazo, public insurance adjuster. Yes, we met with a structural engineer this past

Monday, the 12th of May, and he did an assessment of the structural, of the building. So we went through that. And he's going to send an electrical engineer to assess the damage to the electrical system and that will be the end of the whole thing. So I request to the Board if it is possible to extend the demolition 30 more days, and I believe that will be the end of this thing.

CHAIR KERNEY: Okay. Refresh my memory, there was an issue with the insurance -

MR. HERAZO: [inaudible]

CHAIR KERNEY: - they don't want to give the proper amount of money.

MR. HERAZO: That is correct sir, and it is in litigation right now, so that's -

CHAIR KERNEY: Okay. So this step of getting a structural engineer and an electrical engineer out there isn't to bolster your case against the insurance.

MR. HERAZO: That is correct, sir.

CHAIR KERNEY: Okay.

MR. HERAZO: I'm sorry, the structural engineer already went to inspect the house.

CHAIR KERNEY: Right.

MR. HERAZO: Now we have the electrical engineer who should be there within the next week, two weeks or so.

CHAIR KERNEY: Okay, very good. Wayne, do you have

anything to add to this case?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. Since the Board would typically order the demolition within 30 days, they would have 30 days to get their electrical engineer to look at. So the City is asking for a motion to demolish.

CHAIR KERNEY: Okay, thank you. Board, is there questions for the respondents?

MR. PHILLIPS: Well, I had brought up last time, if there's really a case. She mentioned she has a lawyer, but didn't meet him. I don't know if this public adjuster is the one that got him. We said to bring documents to show that there's a real live lawsuit over this money, not some, "I'm going to, I'm thinking about it" speculatives. I don't think we've seen anything that substantiates there's a present dispute.

CHAIR KERNEY: Do you have any documentation?

MR. PHILLIPS: [inaudible] trying to settle

MR. HERAZO: Well I - I'm sorry - I have here the email from the attorney's office whereby he is requesting that extension. If you want a photocopy of this paper that would be fine.

CHAIR KERNEY: Sure, you can submit it in as -

MR. PHILLIPS: Can you put that on the Emo [sic] so we can look at it?

MR. HERAZO: I'm sorry?

MR. BARRANCO: On the overhead.

[Mr. Herazo shows the email from the attorney's office on the Elmo]

MR. HERAZO: Yes. Mintz Truppman is the attorney. This is the last -

CHAIR KERNEY: You need to move it down because we're looking at your email. There you go.

MR. HERAZO: Please have Mrs. Robinson request another extension so that the difficult problem can be addressed before demolition.

MR. PHILLIPS: Who's, who's Yolanda?

MR. HERAZO: She's the assistant of Mr. Truppman. Mintz Truppman is the attorney.

MR. PHILLIPS: Question is, is there a lawsuit?

MR. HERAZO: I am sorry?

MR. PHILLIPS: Is there a lawsuit?

MR. HERAZO & MS. ROBINSON: Yes.

MS. HALE: Is there a court date?

MR. HERAZO: Yes.

MS. HALE: When is the court date?

MR. HERAZO: I don't have it here in front of me.

CHAIR KERNEY: You don't have an approximation of when it is? You don't know when it is? Who's A-1 Commercial Associates?

MR. HERAZO: No, that's the company own. That's my

company.

CHAIR KERNEY: That's your company?

MR. HERAZO: Yes, yes, yes.

CHAIR KERNEY: Is this your -

MR. PHILLIPS: The last, the motion we made was that they bring proof that there's a lawsuit. A complaint, summons, answer -

MS. ROBINSON: I can go get it, it's in the car. Right here in handicapped parking.

CHAIR KERNEY: You have the actual documentation?

MS. ROBINSON: I have the case number and that.

CHAIR KERNEY: Would the Board like to take a minute and allow her go out and get that, or?

MR. PHILLIPS: Can we [inaudible]

MS. HALE: There is a court date?

CHAIR KERNEY: She says she has -

MS. ROBINSON: I don't know about the court date, but I know they have allowed me to get through with the City and the County here.

CHAIR KERNEY: Can we suspend this case for a few minutes and hear another one while she -

MS. WALD: Yes.

CHAIR KERNEY: Okay. We're going to stop, were going to stop your hearing now. Go ahead and get your documentation. We're going to hear somebody else and then bring you back.

MS. ROBINSON: Okay.

MR. PHILLIPS: I wonder if we can, can we make a call from the dais on the speakerphone to get a hold of this guy and see if there's a suit?

CHAIR KERNEY: Can I recommend that we see what she has?

MS. HALE: Ginger?

MS. ROBINSON: I don't know if he would be there [inaudible].

MS. WALD: Yes. I was trying to look up the lawsuit. I'm sorry. Go ahead.

MS. HALE: In what court would this be held in?

MR. PHILLIPS: Broward Circuit.

MS. WALD: I'm trying to look up if there's a lawsuit right now, so if she has a case number, then I can look it up real quick.

MS. HALE: Okay.

MS. WALD: So yes, you can go ahead if the Board wishes to, if there's a motion, you can suspend it and take another case.

MR. PHILLIPS: Do we have Internet access here?

MS. WALD: Yes, but I need more information.

MR. PHILLIPS: [inaudible] BrowardClerkOfCourts.org and you hit the name civil case, you plug in her name. It'll tell you if there's a suit or not.

MS. WALD: That doesn't help me. I know, but he's not

here. I'm not going to make phone calls to the attorney I need to know the information.

MR. HERAZO: He said that they wanted to make a phone call.

MS. WALD: Do you want to call the attorney?

MS. HALE: No.

MS. WALD: Okay.

MR. PHILLIPS: Well -

MS. HALE: No, why not look for it on the Internet?

MR. PHILLIPS: We don't have it up here.

CHAIR KERNEY: Why don't we do this? Why don't we allow her to go out to her car, get the documentation we have. Let's hear another case, and then [inaudible] okay? I need a motion on that though.

MR. PHILLIPS: If they haven't filed suit yet -

MS. HALE: I move that we suspend this case, while the documentation is gotten out of the car and we will hear you again when you come back in.

MS. ROBINSON: I'm parked here in handicapped.

MR. HEGUABURO: I second.

CHAIR KERNEY: I have a motion for a temporary suspension, I have a second. Are there any questions on the motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: Give you a few minutes. Thank you.

MS. ROBINSON: Okay, I'll be right back. I'm a little slow.

CHAIR KERNEY: That's okay. We got plenty of time, I've got 'til five o'clock.

3. Case: CE08030370

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**Arch James III & Kay Oliver
651 N. Andrews Avenue**

MS. PARIS: Our next case is on page eight. This is going to be a new business case. It's case number CE08030370. Gerry Smilen is the inspector. The address is 651 North Andrews Avenue. Arch James III Oliver and Kay C. Oliver.

The property was posted on 4/9/08 and advertised in the Broward Daily Business Review 4/28/08 and 5/2/08. Certified mail to the owner was signed by M. McDonald on 4/12/08. Certified mail to Kay C. Oliver was signed by M. McDonald 4/12/08. Certified mail to Theodore H. Fulton Jr. returned "unknown."

Certified mail to Stephen J. Simmons, Esquire returned, "attempted, not known." Certified mail to John Jones Plumbing returned unclaimed. Certified mail to John Jones, registered agent for John Jones Plumbing, returned unclaimed. And certified mail to the tenant in possession signed by Paul Arroyo on 4/12/08.

CHAIR KERNEY: Thank you.

May 15, 2008

INSPECTOR SMILEN: Hello. Gerry Smilen, City of Fort
Lauderdale Building Inspector. Case number CE08030370.

First violation:

FBC 117.1.1

THE COMMERCIAL BUILDING HAS BEEN SUBSTANTIALLY
DAMAGED BY A FIRE. THE BUILDING IS NOW A FIRE
AND WINDSTORM HAZARD.

FBC 117.2.1.1.1

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

Violation FBC 117.2.1.2.1

THE FOLLOWING BUILDING MATERIALS HAVE FAILED,
ARE LOOSE, LOOSENING OR HANGING LOOSE: CEILING
MATERIAL, DOORS AND WINDOWS ALONG WITH THEIR
FRAMES, INSULATION, A/C DUCTS,
ELECTRICAL FIXTURES, STUCCO, METAL FRAMING AND
WALL BOARD.

Violation FBC 117.2.1.2.2

STRUCTURAL ELEMENTS OF THE BUILDING HAVE BEEN
COMPROMISED BY BEING SUBJECTED TO INTENSE HEAT.
THE DAMAGE IS GREATEST ON THE EAST EXPOSURE OF
THE BUILDING WHERE THE STOREFRONT WAS
DESTROYED.

FBC 117.2.1.2.3

THE BUILDING HAS BEEN PARTIALLY DESTROYED BY
FIRE.

And FBC 117.2.1.2.5

THE PREMISE WIRING OF THE BUILDING HAS BEEN
DAMAGED BY THE FIRE AND WOULD PRESENT A HAZARD
IF ENERGIZED.

I would like to enter some pictures -

CHAIR KERNEY: Okay.

INSPECTOR SMILEN: - of the building.

[Inspector Smilen showed photos of the property on the
Elmo]

INSPECTOR SMILEN: Okay, here is the front of the
building. It was a wood storefront and as you can see, it
didn't act very kindly with the fire. This is an area to the
south of the building where you can see there was even some
damage, not by the fire but from previous, right on the column
over here, that was filled in with foam.

Here's some cracking of the stucco, and looks like some
structural cracks as well. This is looking into the area that
was damaged by the fire. Wood frame's completely charred.
And of course the interior. Here's another shot of the front
with the storefront that was damaged and debris.

This is an area in the back of the building and as you
can see if you look along the top part here, this is all open
to the weather. I don't know, I mean, that wasn't, that was

like that, I guess, from the original construction. Doesn't make too much sense. I'm sure rain can get in there, and these openings here are open as well.

This is showing the electrical panel, where - and you can see above where there's a lot of wiring damage. And this is showing again the extent of the storefront damage. Some ceiling damage. I'm sorry, that goes like that.

MR. HEGUABURO: Gerry, I drove by there. It's boarded up now, right? I didn't pay much attention, but -

INSPECTOR SMILEN: Well, I'm going to show you some pictures, that I went by yesterday and I'll show you what it looks like. Some more on the interior. Let me, I'm just going to get some pictures that I took yesterday.

CHAIR KERNEY: Is there a respondent?

MS. HALE: There he is. Is this occupied? Because it says tenant in possession.

INSPECTOR SMILEN: No, it's not occupied. It used to be a floral shop and of course they have pulled out.

MS. HALE: He was the tenant.

MR. JARRETT: Gerry, how long ago did the fire occur?

INSPECTOR SMILEN: I'm not too sure, I think it happened in, I think it was -

MR. NYHUIS: February 27th, I believe.

INSPECTOR SMILEN: Yes, close to that, I guess, in that area. He would know, he was, he's involved. He's the manager, property manager.

MR. NYHUIS: February 27th at 6:01 in the morning.

MR. JARRETT: And all the damage you see to that building now is from that fire?

INSPECTOR SMILEN: Yes.

MR. JARRETT: Reason I ask is because I watched that building burn 15 years ago. Yes.

INSPECTOR SMILEN: Well, it's not good luck, who says lightning doesn't strike twice in the same place?

MR. JARRETT: I'm just curious how much of it was this time, and how much of it never got reported.

INSPECTOR SMILEN: No, it was completely redone, so.

MR. JARRETT: Oh, okay.

INSPECTOR SMILEN: Anyway, this is a picture showing that the back of the building where those two openings are still open to this point. A close-up of that. So it is still accessible. It is not boarded up. The front is boarded up and looks very nice. I don't believe a board up certificate was obtained for this.

CHAIR KERNEY: And Gerry, what's the City asking for?

INSPECTOR SMILEN: Demolition.

CHAIR KERNEY: Thank you. Will the respondent step forward and state your name and tell us what you got for us?

MR. NYHUIS: Howdy, I'm Raymond Nyhuis.

CHAIR KERNEY: I'm sorry, say that again.

MR. NYHUIS: I'm a Raymond Nyhuis. I'm a representative for James Oliver and a managing partner of the building. What you saw there is the pictures immediately after the fire. I was denied access by the Fire Department until the inspection was done and the investigation was complete.

I was also denied access to the property by the tenant, forcing litigation. If I touched the property or got them out of the property any way I would be sued. So immediately after the tenant was out per their eviction I went in, I cleaned out every dangerous piece of article in the place. I put up the hurricane shutters that we have and the building has been painted nicely to match the shutters so it doesn't look bad. You can see it on there.

I don't, when did you take those pictures of the back not being shuttered up? Because up, even today, it's still boarded up. It's boarded up from the inside.

INSPECTOR SMILEN: These pictures were taken yesterday afternoon.

MR. NYHUIS: Okay, there's plywood sealing off those back windows, so I don't know how that could have happened.

CHAIR KERNEY: Okay. What are your intentions with the property?

MR. NYHUIS: I have a architect and engineer working on the structural part.

CHAIR KERNEY: Do you have documentation that you have retained these people? Do you have a copy?

MR. NYHUIS: I just gave them this stuff and they're going to be getting back with me once they doing the inspection. And they -

CHAIR KERNEY: Okay, do you have the names of those people?

MR. NYHUIS: ARP Construction, August and Kathy Peugeot in Oakland Park.

CHAIR KERNEY: Okay.

MR. NYHUIS: Okay. They're very reputable, he has a good reputation in town. And after that we have a list of about eleven tenants that want to occupy the building if it can be brought back. And go from there.

CHAIR KERNEY: Okay. How much time do you think you need to get all this done?

MR. NYHUIS: Can I have 30 days to have the engineer get the report? I'm counting on him being able to do his job. And then after that, after I get that, can I have, ask again for time? Once he determines what the damage is, can we assess that damage and then ask for a correct amount of time?

CHAIR KERNEY: Sure. So what you, you want a 30-day extension, at which time you'll come back and tell us whether or not [inaudible]

MR. NYHUIS: I'll bring, I'll actually bring the engineer to you or bring his report to you -

CHAIR KERNEY: Okay.

MR. NYHUIS: And then, after that, I don't know what the engineer's going to strictly say. I've had two engineers in there just giving me an estimate so far. And both of them told me that once the dry wall was removed from all the smoke damage and singeing the only thing that was damaged was the window frames which were wood and can't be wood again anyway, they have to be aluminum. And then that the other structural parts of the building, nothing is damaged. But I have to get that in writing for you.

CHAIR KERNEY: Okay. Questions from the Board?

MR. PHILLIPS: Claims been made for fire insurance?

MR. NYHUIS: There was never any insurance on the building.

MR. PHILLIPS: [inaudible]

MR. NYHUIS: Well, I had no insurance on the building. The tenant was supposed to, and they did not keep in force their insurance that they were required by the lease. Funnily, they kept their insurance for their contents and were paid for the contents of the insurance.

MR. JARRETT: Alright, I'd like -

MR. PHILLIPS: The only reason I ask that -

MR. NYHUIS: I understand.

MR. PHILLIPS: - is to see if there's a likely source of funds to do the repair.

MR. NYHUIS: We do have the funds to be able to do, well, you know, we do hope we can afford to bring it the way we're supposed to. You can only tell that after you assess what the damages are. I can't tell you I can afford it unless you do. And I, we would both agree, him and I, if it needed to be demolished it would be perfectly all right to be demolished. We just think that because it's a nice building, and it's a great location, and we have so many people that want to inhabit the building that it's worth saving.

MR. PHILLIPS: Is it a single tenant?

MR. NYHUIS: Yes, it's about 950 square foot building. It's like a pie shaped building. Did you see, I did bring pictures of my own about the, the board, what it looks like now.

[Mr. Nyhuis showed his photos of the property on the Elmo]

CHAIR KERNEY: You need to go up with it a little bit; we're seeing the top of it.

MR. PHILLIPS: How about the back?

MR. NYHUIS: Well, I'm going to go down there and look

now, but I didn't go to the building today, but if somebody's broken into the building, then I've got another surprise waiting for me.

MR. PHILLIPS: Looks like those vines have been there for a while.

MR. NYHUIS: Those vines are, I put them there. I wanted them to grow up there to be decorative. They're grape vines so, it was part of the decoration before the -

CHAIR KERNEY: Can you slide that one way or the other please? Okay, thank you.

MR. NYHUIS: And just to make it look better, I went up onto the -

CHAIR KERNEY: Could you, into the microphone? Sorry.

MR. NYHUIS: Just to make it look better I went up onto the eaves and painted up there and painted on the sides and removed all the black and smoke damaged things. So when you look at the building, it looks like a solid building. I mean, it's not like, it's not like it's burned up there and charred or everything. I painted it all over nicely to match.

CHAIR KERNEY: Okay.

MR. NYHUIS: The storm shutters were originally white, and I just painted them over to match the building so it doesn't look so bad.

MR. PHILLIPS: Is this a CBS structure?

MS. WALD: We need the photos for the record.

MR. NYHUIS: Can I keep these? Or do you want to -

MS. WALD: Well, you introduced them.

MR. NYHUIS: Do you want to copy them?

MS. WALD: Well, you introduced them.

MR. NYHUIS: Keep them, keep them. I can print them off on the computer again.

MS. WALD: If you need a copy of you can call.

MR. NYHUIS: No, that's alright, I can do it on the computer.

MR. PHILLIPS: Is this CBS or wood structure?

MR. NYHUIS: It's wood structure on the outside, and CBS on the inside. It's a building within a building. It's an old building inside and then it was, in 1989 it was remodeled as a general contractor's office. His name is James Oliver, he was a cabinet maker and general contractor in Fort Lauderdale. And it was totally brought up to code and remodeled.

MR. PHILLIPS: Since '89 it's had two fires?

MR. NYHUIS: You know, I wasn't involved that far back. I've only been involved for the past three years and from, coming from a bad, bad property where it was constantly being broken into and a mess and so forth. I grabbed a hold of it, did a partnership with Mr. Oliver and you'll see by the records that when I got involved, everything came up to par, faster than the City required.

I painted the building. They gave me like 30 days, I did it in two days. They gave me certain other repair jobs, I did it within that week. I mean I -

MR. PHILLIPS: How about electrical contractor, because it seems like it shouldn't be reenergized.

MR. NYHUIS: Well, the architect and the engineer are going to take care of that and it's not going to be reenergized by Florida Power & Light until they get an engineer's report. So it's disconnected from all water and electric, and there is no gas there.

CHAIR KERNEY: Did I see a hand go up behind you, was somebody -

MS. HALE: Yes.

MR. NYHUIS: So basically we're not letting it go to neglect. We really want to do something with it, so.

CHAIR KERNEY: Gerry, what do you have to add to this?

INSPECTOR SMILEN: Okay, with all due respect, we have a couple of concerns from the City. First of all, you said that the water was turned off. When I was there yesterday -

MR. NYHUIS: Can I address that immediate or do you want to let him finish?

CHAIR KERNEY: Let's let him go through the concerns he has. I'm making note of them.

INSPECTOR SMILEN: If you'll notice, there is a stream of water coming down here from there, that was spraying out of

the building. So that indicates to me that the water is still active in the building, which should be turned off.

CHAIR KERNEY: Okay.

INSPECTOR SMILEN: The other concern is the fact that we need the building to be boarded up securely and it really isn't boarded up securely at this point. The back, as I showed you, is open, still open. And the front door, there is a 2 x 4 that's nailed to the top of the header to prevent it from opening, and that needs to be secured better. Probably a board up certificate or, if it's issued as an order by the Board here, that needs to be adhered.

And the other concern is the gentleman here had mentioned that he is in partnership with the owner, but we don't have any record of the partnership and we would like to make sure that that's all in order as well. So he is acting on behalf of the actual owner.

CHAIR KERNEY: Okay, thank you. I'm sorry, let me interrupt you for a second. **As** the City, do we have any issues with him representing the owner?

MS. WALD: Ginger Wald, Assistant City Attorney. He would have to produce, if he is not an owner of the property, an affidavit or a certified letter stating that he is allowed to act on behalf of the owner.

CHAIR KERNEY: Is he allowed to testify here, until that happens?

MS. WALD: He can provide information to you, just as any old witness can come up and testify just to provide information. He cannot bind the property owner and obviously as long as we have due process and due notice to the property owner, which my understanding is that we do, then you can proceed forward with the case.

CHAIR KERNEY: Okay, thank you.

MS. WALD: You're welcome.

MR. NYHUIS: Okay, where do you want to start?

CHAIR KERNEY: Well, let me start with the Board and make sure we want to continue to hear from you directly.

MR. NYHUIS: You want to - I do have the letter giving me that permission in here.

CHAIR KERNEY: You might want to give it to the City Attorney.

MR. NYHUIS: Do you want to [inaudible] okay.

MR. PHILLIPS: What's the nature of your partnership?

MR. NYHUIS: I have a business agreement with him if I can maintain the property and bring in funds for a certain period of time, the property becomes mine.

MR. PHILLIPS: So it's like a contract/purchase agreement.

MR. NYHUIS: A very, very wild one, but binding to him and binding to me.

CHAIR KERNEY: And you do have documentation of this?

MR. NYHUIS: I have the one that gives me the permission to do all his talking for him, with his permission and so forth, but I have to dig through here and find it, so it will be a second.

CHAIR KERNEY: Okay. In the interim, does the Board have any questions or comments?

MR. PHILLIPS: What about the water?

MR. NYHUIS: Oh, I [inaudible] that. I went over to the City today. I had a little padlock put on the meter and continuously, twice now, they busted it off and opened it. Somebody busted it off and opened it. So I went to the City today, I and told them they have to either pull the meter or they have to put a stronger lock on it so nobody can do it.

There's a pipe in the back of the building that is broken off, because as you know, everybody steals copper. They took all the copper piping off after the vines came off that was covering it. They took all the copper off and left a broken off piece of pipe there.

So, that was open. But every time they go in and break into the meter for whatever purpose they do and I don't know why, because there's no other place they can get water. Once they do open the meter there's nowhere they can go to get water. So the City is going to go over there and do whatever they're going to do. They're going to either pull the meter or they're going to put a lock or something on it so it can't

be done.

MR. PHILLIPS: Maybe it's a community shower.

MR. NYHUIS: It seems to be.

CHAIR KERNEY: If you would, see if you can't dig that documentation out because I think it's going to be important to this Board.

MR. NYHUIS: Okay, I guess I could - Oh, what was the other - the back thing.

CHAIR KERNEY: [inaudible]

MR. NYHUIS: I have no knowledge of it. There were plywood nailed over the back windows. If it's not there yesterday as of the pictures it was somebody broke in and did it.

CHAIR KERNEY: If we decide to give an extension, we'll probably address that.

MR. NYHUIS: Okay. Let me see if I can -

CHAIR KERNEY: You'll have to board it up per.

MR. PHILLIPS: That's why the board up certificate, so you have to have drilled bolts through both sides so they can't be taken off, as I understand it.

CHAIR KERNEY: Gerry, anything else while we're waiting?

INSPECTOR SMILEN: I think I'm good for now.

CHAIR KERNEY: Okay, thank you. I have a Board member wanting to - okay, alright. I hate to close this one and start with - Well, this may be quick.

[Ms. Wald showed the letter Mr. Nyhuis produced on the Elmo]

CHAIR KERNEY: Down just a little bit, unless, if you're trying to show us the top of that, down just a little bit.

MS. WALD: No, I'm trying to show you the bottom part. I'm just going to read it.

CHAIR KERNEY: Okay.

MS. WALD: Ginger Wald, Assistant City Attorney. I was just handed by Mr. Nyhoos [phonetic]? Am I pronouncing that properly?

MR. NYHUIS: Nyhise [phonetic].

MS. WALD: Nyhuis. An email. The email is from Jim Oliver to Mr. Nyhuis. "This will serve as permission for Ray Nyhuis to enter the property and begin removing the trash as well as pull permits to bring property into compliance. All work to be with prior written consent of the owner and to be paid for with future proceeds from the property."

That does not satisfy the requirements of having the permission of the owner to act on his behalf in front of the USB Board.

CHAIR KERNEY: Okay, alright. Thank you.

MR. NYHUIS: Okay. That's the only one I have with me today. I didn't bring any of that other documentation.

CHAIR KERNEY: Okay, alright. Is there any comments from the Board?

MR. JARRETT: Well, it appears that this gentleman has made an effort to correct this problem. And it appears, although he doesn't have the legal paperwork with him, that he wouldn't be here wasting his time if he wasn't trying to solve the problem.

CHAIR KERNEY: I'm inclined to agree with you.

MR. JARRETT: Rock and a hard spot here. Would the City Attorney advise us? Are you saying that we cannot make a motion to give him an extension?

MS. WALD: Absolutely not.

MR. JARRETT: So -

MS. WALD: You can make any motion to give the owner the extension regardless of whether the owner is here or not.

MR. JARRETT: Oh, Okay. So in other words, we could just act on our own feeling about this. We don't have to have this legal documentation.

MS. WALD: No. All I'm saying is he cannot be standing in the shoes of the owner. He can provide - and he already has - and we allow the testimony from let's say witnesses. And he's more of akin to a witness to this matter as to, "Hey, this is actually what's been done. This is either what I have done or what I have seen."

CHAIR KERNEY: So he can't speak for the owner. He can't say I'm, that "we're going to do this and we're going to do that."

MS. WALD: Correct. Exactly, yes.

CHAIR KERNEY: Alright, okay, alright, I understand.

MR. JARRETT: But we can't make a motion based on the information he has provided.

MS. WALD: Yes, of course, you can, you can make a motion on whatever you want to do.

MR. JARRETT: I'm ready to make a motion then.

MR. NYHUIS: Well, let me add too -

[people speaking at the same time]

CHAIR KERNEY: Go ahead and make a motion.

MR. NYHUIS: I was just going to tell you about the board up in the back. If that is true what he says, that there is no board on the back right now -

MR. JARRETT: We're going to cover that.

MR. NYHUIS: I'm going to go back there right now and look.

CHAIR KERNEY: I would think that's going to be covered.

MR. JARRETT: We're going to cover that.

CHAIR KERNEY: Yes, go ahead and make your motion.

MR. JARRETT: Okay. I make a motion that we give the owner a 30-day extension to correct these problems to the June meeting, June 19th.

CHAIR KERNEY: June 19th. Do you want to address the water?

MR. JARRETT: Yes, I'm going to.

CHAIR KERNEY: Okay.

MR. JARRETT: Along with this extension though, the Board is going to require that you immediately board up the building, maintain the building boarded up. You said the electricity is already off, obviously the water is an issue. Either you turn it off or we're going to direct, the Building Department can turn it off.

MR. NYHUIS: The City is taking care of that right now.

CHAIR KERNEY: Don't interrupt during a motion.

MR. JARRETT: And also, a part of this would be to have the inspector verify that the board up was done correctly.

CHAIR KERNEY: Okay, do you want to address the water as well?

MR. JARRETT: I did.

CHAIR KERNEY: Oh, I'm sorry. I've been too busy making notes. Okay, the motion on the floor is for a 30-day extension to the June 19th meeting. It requires that the owner board up the property and maintain it as such. And that the water to the property is turned off. Is that correct?

MR. JARRETT: Correct.

CHAIR KERNEY: Okay, do I have a second on that motion?

MS. HALE: Could I ask for a friendly addendum to that?

CHAIR KERNEY: If you give me a second, I'll let you ask for a -

MS. HALE: Second.

CHAIR KERNEY: Okay, I have a motion and a second and a friendly amendment.

MS. HALE: That at the end of 30 days when you reappear, this engineer's report -

MR. NYHUIS: That's what I was going to ask you.

MS. HALE: - is going to be brought with you.

MR. NYHUIS: Or the engineer?

MR. JARRETT: Or the engineer.

MS. HALE: Or the engineer, either/or.

CHAIR KERNEY: You'll accept that as an addendum to the-?

MR. JARRETT: Correct, absolutely.

CHAIR KERNEY: Okay, alright.

MS. WALD: [inaudible]

CHAIR KERNEY: Oh, I'm sorry.

MS. HALE: And I would like that the Board gets these engineer reports in time to read it before the meeting. We have to have these reports so, otherwise we're sitting here kind of going through the papers.

CHAIR KERNEY: You're earning your money today aren't you?

MS. WALD: Yes, I've been busy all day, since 9 a.m. nonstop.

MR. PHILLIPS: Mr. Chairman, can I ask the right honorable gentlewoman if she'd also modify her amendment request?

MS. WALD: Wait, wait, wait. Let me, let me -

MR. PHILLIPS: By asking him to bring proof of authority to act [inaudible].

CHAIR KERNEY: Let's hear what the City Attorney has to say and then we'll amend your amendment.

MS. WALD: Okay, in regards to your request, Madam, if the engineer report, you can order it to be provided to the City earlier than the time period the he has to reappear if you wish, if you want something earlier.

But actually, the City itself has no control as to what they're going to provide or not. If it's provided by the owner prior to the hearing, then that will be provided to you along with your packets. But if it's not provided to the City prior to the hearing, then there's nothing we can do about it. I hope that answers your question.

CHAIR KERNEY: Would you like to put a time constraint on getting it to us within 15 days or 20 days from this meeting?

MR. NYHUIS: If you can stick with the 30, I'm sure I can handle it -

MS. HALE: Okay.

MR. NYHUIS: - because of the engineer and the architect.

MS. HALE: Alright. I think that's probably a matter we as a Board have to talk about, the fact we don't always have quick service on this, if we're asking you to come back in 30 days, you come back with the engineer. Even better.

CHAIR KERNEY: And then I have a request to amend your amendment.

MS. HALE: And, Jack?

MR. PHILLIPS: Just proof that he has -

MS. HALE: And the proof from the owner in a written form that you may speak for him.

CHAIR KERNEY: Okay, let me make sure this motion's correct at this point.

MS. HALE: Alright.

MR. NYHUIS: Alright.

CHAIR KERNEY: It's for an extension to the June 19th meeting. It's a, you have to have a board up and maintain that board up, the water has to be turned off. We have to have the engineer's report and we have to have proof that if you're going to come back, that you are authorized to act on behalf of the owner. Does everybody understand the motion? Are there any questions on the motion?. All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? This used to be so much easier. We're done.

MR. NYHUIS: Okay, so see you in 30 days.

CHAIR KERNEY: Thank you.

MS. HALE: Yes.

MR. NYHUIS: Is that the, when the meeting is scheduled?

MS. HALE: June 19th.

CHAIR KERNEY: Not 30 days, June 19th.

MR. NYHUIS: How many days is that?

MS. WALD: One second -

MS. HALE: No, June 19th is the calendar.

CHAIR KERNEY: I could count them, if you want.

MS. WALD: One second. Clarify the motion because you changed it a little bit.

CHAIR KERNEY: I did?

MS. WALD: Yes, that the inspector must also make sure that the board up is done correctly, you skipped that part.

CHAIR KERNEY: Oh, right, yes.

MR. JARRETT: That was part of the original -

CHAIR KERNEY: That was, you're right. Thank you.

MS. WALD: Thank you.

CHAIR KERNEY: We're good, you're done, thank you.

MR. NYHUIS: Okay.

2. Case: CE07100691 - Recall

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CHAIR KERNEY: Okay, so getting back to, which case was that?

MS. HALE: Joy, page one.

MS. WALD: First one.

MS. PARIS: It was the first one.

MS. WALD: Yes, the first case, if you could read it.

MS. PARIS: We're going to recall case CE07100691 at this time. Joy D. Robinson at 805 South Rio Vista Boulevard.

CHAIR KERNEY: I believe the City Attorney has additional information for us.

MS. WALD: Yes I do. Ginger Wald, Assistant City Attorney. The reason why we couldn't find it in Broward County records is because it wasn't filed in Broward County. It was actually filed in Miami-Dade County. It's Joy Dean Robinson - and I'm reading you directly from the Clerk of Court website. I'm sorry I cannot print it out. I have already showed it to the owner.

Joy Dean Robinson versus Hartford Insurance Company of the Midwest. This was actually first filed as a complaint back on May 24th 2008. There was a notice of a hearing for an expedited trial on 4/20 -.

MR. PHILLIPS: 2008? 2007?

MS. HALE: No, we haven't had it yet.

MS. WALD: March 24th, 2008.

MR. PHILLIPS: Oh.

MR. BARRANCO: You said May.

MS. WALD: Did I say May? I apologize. Again, I've been doing this since 9 a.m., sorry. March 24th, 2008. A notice of hearing was filed and scheduled for May the 7th 2008 on the plaintiff's motion for an expedited trial. There is no order noticed in here so I don't know what happened.

An answer was filed on April 28th, 2008, a notice of taking deposition was filed on May 12th, 2008 and a motion for partial summary judgment was filed on May 13th, 2008, and I'm going to assume -

MR. PHILLIPS: Who filed the summary judgment?

MS. WALD: It does not say who filed the summary judgment motion. More likely than not, more likely than not -

MR. PHILLIPS: Defendant.

MS. WALD: Yes. But it does not say who filed the motion. So, there is a lawsuit pending, it is pending as of March 24th, 2008 in Miami-Dade County. And the case number is 2008-15796-CA-01.

CHAIR KERNEY: Thank you.

MS. WALD: You're welcome.

CHAIR KERNEY: So, with that additional evidence does the Board have any additional comments or questions? Seeing none, I'll entertain a motion.

MR. PHILLIPS: What does the adjuster have to say about all this? Still got a, if they get the money what are they going to do with it?

MR. HERAZO: Excuse me, I believe I already explained that -

CHAIR KERNEY: I'm sorry you've got to restate your name, the whole thing.

MR. HERAZO: I am sorry. Jose Herazo, public insurance

adjuster. Yes, I said a while back that a structural engineer already inspected the house and we are waiting for an electrical engineer to inspect the electrical system. And we hope to have that inspection within the next two, three weeks or so.

CHAIR KERNEY: Your intentions are to get enough money from the insurance to repair the house?

MR. HERAZO: No, that's not what I'm saying. What I'm saying, after, after the evidence is gathered by the expert, the house can be demolished, basically. And the lawsuit can take, I don't know how long. Because -

MR. PHILLIPS: [inaudible]

CHAIR KERNEY: I see, okay.

MR. HERAZO: Because the expert have the evidence of whatever has gone on.

CHAIR KERNEY: Alright, I'm -

MR. PHILLIPS: It seems to me that they filed the lawsuit, you didn't give us the money soon enough, and you made it so bad, now we've got to demolish it. So what's the point of continuing it if ultimately, that's why I really hoped the lawyer would be here.

CHAIR KERNEY: Yes, that's a good point.

MR. PHILLIPS: If the strategy is to demolish it ultimately, then what are we wasting our time for? If they're not going to fix it?

CHAIR KERNEY: I agree. Is that in the form of a motion?

MR. PHILLIPS: Well, I don't know if this woman understands what's going on. I mean, does she know that? Does she want her house knocked down? You know, there's lawsuit strategy, and there's real life heart and soul -

MS. WALD: State your name again.

MS. ROBINSON: Yes, I'm Joy Dean Robinson Guignon. I'm the owner of 805 South Rio Vista. I asked Wayne Strawn before Christmas if I could have a permit granted to where there could be reconstruction. I was informed that it was impossible to reconstruct this property.

When I went to the board of arbitration, they said the same thing. I cannot give you permission to rebuild or correct anything in there unless the City goes along, and the City would not go along. And Mr. Code Man here, Wayne Strawn, will tell you quickly that that was his words as he was instructed by the arbitration board.

CHAIR KERNEY: Mrs. Robinson.

MS. ROBINSON: Yes.

CHAIR KERNEY: Is your intentions to -

MS. ROBINSON: I wanted my home, yes.

CHAIR KERNEY: - repair your house and move back in?

MS. ROBINSON: I did. I did.

CHAIR KERNEY: You did.

MS. ROBINSON: I did.

CHAIR KERNEY: Those are no longer your intentions?

MS. ROBINSON: If you saw it you would know; it's terrible. I mean, it is, if they had of closed it in, I told Wayne the other day when I was talking to him, if they would have closed it in when I came in, the 31st of August, even up into September or October. This has taken a drastic thing with this house since all the water has come in. There's been nothing there at all to correct anything.

Hartford just dangled me for money, and I did not have sense enough to know whether I was insured. I thought I was. I didn't never have a claim so I thought they came to help, any suggestions. They just dangled you and you can't even get them to call you or answer you on the phone.

CHAIR KERNEY: Okay, well, as curious as I am to hear why Wayne told you that, I don't think it affects the basis of this case.

MS. ROBINSON: Well, they said it couldn't be reconstructed. That's what they told me.

MR. PHILLIPS: Well, Mrs. Robinson, you have this adjuster and you have the lawyer -

MS. ROBINSON: Yes.

MR. PHILLIPS: - that filed a suit to get money.

MS. ROBINSON: Yes, [inaudible]

MR. PHILLIPS: If you get money out of the suit, do you want to use it to fix the building and stay there?

CHAIR KERNEY: I believe what she was, what she had said was that at this point it's not [inaudible]

MS. ROBINSON: I tried. I've tried several times to do this to get [inaudible].

MR. PHILLIPS: Yes but you only had the lawsuit filed the end of March.

MS. ROBINSON: Yes, but I had waited, thinking that Hartford would come through for me.

MR. PHILLIPS: Well, as you sit here now, what if you knew that you're going to get money out of that lawsuit against the insurance company. What would you do with that money, fix the house?

MS. ROBINSON: I couldn't if they weren't going to give me permits to do so.

MR. PHILLIPS: Well, Mr. Strawn is not the person. I seriously doubt he ever told you. He's going to say, "Get your engineer, your structures, your, see if you can get a permit." I mean I, can we hear from Wayne?

CHAIR KERNEY: Sure, we can hear from Wayne, he happens to be back there.

MR. BARRANCO: Well, I'd like to add one more thing to that before Wayne speaks. We do have a report provided by Axiom Engineering, and in that report, last comment is that the damage exhibited by the home is considered substantial structural damage as defined in the code. Code requirements

for all necessary structural repairs of the home make or may make repair of the home not cost-effective or feasible.

And that's the person you hired, and that's the person who gave you the recommendation, and whether or not Wayne made that recommendation I don't know, but your engineer - the one you hired - told you it's not cost-effective to repair this structure, even with the settlement you get.

MS. ROBINSON: I can't do much if they don't give me permits.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I think the engineer's report you have in your hand is actually one paid for by the insurance company. It's not actually an engineer hired by Mrs. Robinson.

CHAIR KERNEY: You are correct.

INSPECTOR STRAWN: On the onset of this case, I pointed out the historical value to Mrs. Robinson of the building, and that it would be nice to save it. I was hesitant to bring it before this Board. She was insistent that I bring it before this Board, and I suggested she give me an engineer's report, which she did. And my notice of violation, which is before this Board now, is based on the engineer's report done by the Hartford Insurance Company.

So that is the history of this. And we all know, anybody can rebuild anything if you're willing to spend the money. It may not be feasible, it may not be cost-effective, but I

certainly wouldn't suggest that it could not be rebuilt.

MR. PHILLIPS: Wayne, what do you mean she wanted you to bring it to the Board?

INSPECTOR STRAWN: Yes, it was her request that this building be brought to the Board. My impression was that this may help her in her, that her strategy was that it would help her in her legal case.

MS. ROBINSON: I appreciate it.

CHAIR KERNEY: Okay, so essentially at this point, you're not interested in saving the property. You're going to get your insurance settlement and -

MS. ROBINSON: I don't know. The way they're going at it, I don't know that I'm going to get that much and I don't have that much, probably because it was estimated there was quite a bit to repair [inaudible].

CHAIR KERNEY: Okay, well, let me rephrase it. If you had a windfall; if they decided, you know what, we were wrong here, we're going to give you a half a million dollars to repair this. Would you repair the property?

MS. ROBINSON: Probably in the morning. I would like for my insurance adjuster to speak please.

CHAIR KERNEY: Admittedly, this is a difficult case.

MR. JARRETT: I think the adjuster has been trying to speak up there a couple times. I'd like to hear what he has to say.

MR. HERAZO: Thank you. Thank you. Jose Herazo.

Basically, the lady has an insurance policy. Because the house is a total loss, she is entitled to the policy limits of the house. That's basically the whole case.

CHAIR KERNEY: Then what's the sense in this Board keeping that house, why wouldn't we order a motion to demo?

MR. HERAZO: I'm sorry?

CHAIR KERNEY: Why wouldn't we order a motion to demo? If it bolsters your case and your intention is not to rebuild it anyway, why are you asking us not to?

MR. HERAZO: No, no, no, no. The only reason of these extensions were to gather the evidence from the engineer's perspective, the engineer that she hired.

CHAIR KERNEY: Okay, so you've got an electrical engineer coming. If we ordered a motion to demo, it's going to be several months anyway. So you'll have plenty of time to get your inspections and all the evidence you need before you have to tear it down.

MR. HERAZO: What I'm saying is -

CHAIR KERNEY: Am I wrong?

MR. HERAZO: What I'm saying is, within the next three, four weeks, we'll have the evidence for the electrical engineer. So the house can be demolished after that.

CHAIR KERNEY: Oh, perfect. So if we ordered it today, you would have more than enough time to get all that evidence.

MR. HERAZO: It could be. I am not the electrical engineer, so I don't know when he will be there. I assume he will be there within the next two to three weeks, I don't know.

CHAIR KERNEY: If not, there's a plethora of electrical engineers out there that you could go for [inaudible]

MR. HERAZO: Yes, but I am not the person who hired the electrical engineer, sir.

CHAIR KERNEY: Okay.

MR. PHILLIPS: Mr. Chairman, can I make a motion?

CHAIR KERNEY: You may.

MR. PHILLIPS: I move 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 to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

CHAIR KERNEY: That's very well put. I have a motion for demolition; do I have a second?

MS. HALE: Second.

CHAIR KERNEY: Motion and a second. Is there any questions on the motion? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Thank you.

MS. ROBINSON: Could I ask you something?

CHAIR KERNEY: Sure.

MS. ROBINSON: I don't hear very well in my left ear from allergy sneezing, but did you say that it has to be down in 30 days?

CHAIR KERNEY: No.

MS. HALE: No.

CHAIR KERNEY: We've ordered a motion for you to demolish; it takes longer than that.

MS. ROBINSON: Well, I was going to say, I have Inside, and the gentleman Josh told me, the owner, said he would like to know well in advance so he could get the permit, if that's the route they were going, okay?

CHAIR KERNEY: I'm not sure I understand your question.

MS. ROBINSON: I said I didn't understand whether I had to have it down in 30 days or whether I was going to be notified or what.

MR. PHILLIPS: Who's gentleman Josh, the owner?

MS. ROBINSON: He runs Inside Demolition.

MR. PHILLIPS: He's the guy you've got talk to. Have your lawyer call him.

MS. WALD: You'll get an order.

MS. ROBINSON: Okay. Thank you.

CHAIR KERNEY: Thank you.

MR. PHILLIPS: I just find unusual that they want to come here. I've never heard that before.

CHAIR KERNEY: I'll be honest, I was completely confused the entire time.

MR. PHILLIPS: Do they keep transcripts of this hearing?

CHAIR KERNEY: They do, they post them on the website, believe it or not.

MR. PHILLIPS: They have verbatim transcripts? That's not what I call litigation of damages.

4. Case: CE07121155

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Ricardo Monteiro

1524 NE 15 Avenue

MS. PARIS: Our next case is on page three. This will be old business. Case number CE07121155. George Hruschka is the inspector. The address is 1524 Northeast 15th Avenue, Ricardo Monteiro. The property was posted on 4/2/08 and advertised in the Broward Daily Business Review 4/28/08 and 5/2/08.

Certified mail to Ricardo Monteiro was returned unclaimed. Certified mail to Ames Funding Corporations, the signature was illegible. Certified mail to A. Meyerson, CEO Ames Funding Corp., received by RCS Inc. on 4/2/08. Certified mail to Gary K. Judis returned, "unable to forward." Certified mail to Deutsche Bank Trust has not been returned.

Certified mail to CT Corporation Systems, signed by Fred Singer 4/1/08 and certified mail to the tenant in possession was returned unclaimed.

This case was first heard at the 3/20/08 USB hearing. At that time the Board granted a 60-day extension to the 5/15/08 USB hearing.

INSPECTOR HRUSCHKA: Good afternoon Board. Jorg Hruschka, Building Inspector. I'm surprised that the owner is not here right now because they were asking for an extension because they're going to redesign the addition that they're doing that was supposed to be a bedroom. They ran into financial troubles; they would like to redesign it as a porch.

I said, "Look, if you come in before the Board, we need something in writing that you hired someone." They did send me, or the contractor that they did engage sent me a letter that they have been hired to do that. And I verified that they're registered with the City of Fort Lauderdale and would like to just show that as evidence that they're trying to redevelop the addition or change it out.

[Inspector Hruschka showed a copy of the contract using the Elmo]

I don't know if we can request a 60-day extension for them so that they can do the changes and finish up something with the property.

MR. HEGUABURO: Is that your recommendation?

MS. WALD: You have a party in interest.

INSPECTOR HRUSCHKA: Oh, she's here?

MS. WALD: No, she's a party in interest.

MS. BARRON: I represent the bank.

INSPECTOR HRUSCHKA: Oh, okay, I'm sorry.

CHAIR KERNEY: Oh, we do have a respondent, good
afternoon.

MS. BARRON: Good morning, good afternoon. I'm attorney
Karen Black Barron, on behalf of attorney David Stern's
office, we represent the bankers of the party in interest, and
our concern is that -

MR. PHILLIPS: Which bank? Ames or Deutsche Bank or - ?

MS. BARRON: Deutsche Bank is a part of Countrywide.
More directly Countrywide.

MR. PHILLIPS: What's Ames Funding?

MS. BARRON: Oh, I'm not -

MR. PHILLIPS: Is that a second mortgage?

MS. BARRON: It's, we represent Countrywide, which is the
server as the party in interest.

MR. PHILLIPS: Oh, okay.

CHAIR KERNEY: So what do you have to -

MS. BARRON: We're requesting that the extension be
granted as well to see if the property could be [inaudible]

CHAIR KERNEY: Oh, okay, oh, alright, great. We got two
people.

MR. PHILLIPS: Want to preserve the asset of the bank?

MS. BARRON: Yes.

MR. PHILLIPS: [inaudible] mortgage.

MS. BARRON: To preserve the asset

INSPECTOR HRUSCHKA: So just to reiterate: it is a shell structure at this particular point. It does not pose any wind hazard at this particular time.

CHAIR KERNEY: So you're thinking 60 days?

INSPECTOR HRUSCHKA: Sixty days to design it, bring it into the City. They're probably not going to get everything done in that time frame, but at least we have it under supervision.

CHAIR KERNEY: Okay.

MR. BARRANCO: And Jorg, what was that you had there from the contractor that said copy of the change order to make changes?

INSPECTOR HRUSCHKA: Change order is just that they acknowledge they have been engaged by the owner to do the changes and stuff like that. And also -

MR. BARRANCO: So this is, is this a different contractor from the original contractor?

INSPECTOR HRUSCHKA: Actually, it originally was filed as an owner/builder and they were helping them out as consultants. And they're still actively involved in that and they had hired Donna from Pesaur PE as an engineer to change

the plans around, to make the adjustments on it. So we do have someone that's working on it.

MR. PHILLIPS: Was this a construction loan, mortgage?

CHAIR KERNEY: Into the microphone please, if you're going to.

MS. BARRON: I'm going to see if I have a copy of the mortgage.

MR. PHILLIPS: It doesn't look like there's any, there wasn't anything out of the property before, so how would there have been a mortgage unless they demolished it subject to the old mortgage.

MS. HALE: No, it's an addition.

CHAIR KERNEY: This is an addition.

MS. BARRON: It's an addition. This is not a construction loan, this is a mortgage on the home.

MS. WALD: It's a regular mortgage.

MS. BARRON: Right, yes, yes.

CHAIR KERNEY: So having the recommendation from the City inspector for the extension and the respondent also asking for an extension, is there any questions?

MR. JARRETT: I have a question for Jorg. Jorg, are you saying that you believe that the reason that the owner is not here today is because they felt that that letter sent to you from the contractor would have been sufficient, is that what you're saying?

INSPECTOR HRUSCHKA: No, what I had called him up for to make sure that he is here today and to have something in his hand because you always like to see something in writing, or in the form of plans. So I said, "Please make sure that we have something to present so when you come here you show the Board something in writing that what you're doing." So I expected him to be there; I have no idea [inaudible].

MR. JARRETT: Why not.

MS. HALE: Had he been cooperative up to now?

INSPECTOR HRUSCHKA: This seemed to be, it seems to be a hardship case of running out of money and just redesigning it so that, you think about the cost of probably doing the porch version would be cheaper than actually tearing it down.

MS. HALE: Okay.

MR. JARRETT: And you did say there was no hazard there, public hazard.

INSPECTOR HRUSCHKA: Not that I see, no. [inaudible]

MR. JARRETT: I'm ready to make a motion.

CHAIR KERNEY: I'll accept a motion.

MR. JARRETT: I make a motion that we give the property owner a 60-day extension to the July 17th meeting. Is that correct?

MS. HALE: Yes.

CHAIR KERNEY: That is correct.

MR. HEGUABURO: Second

MS. HALE: I'll second.

CHAIR KERNEY: Motion for an extension to the July 17th meeting and a second. Are there questions on the motion? Hearing none, all those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Thank you.

MS. BARRON: Thank you. Have a great meeting.

5. Case: CE07120541

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Shirley Fletcher-Allen, Vernon,

Delbert and James Hills

1225 NW 16 Street

MS. PARIS: On page two, this is an old business case. It's case number CE07120541. Wayne Strawn is the Inspector. The case address is 1225 Northwest 16th Street. Shirley M. Fletcher-Allen, Vernon C. Hills, Delbert Hills and James Hills are the owners.

The property was posted on 4/1/08 and advertised in the Broward Daily Business Review 4/28/08 and 5/2/08. Certified mail to Shirley M. Fletcher-Allen returned, "unable to forward." Certified mail to Vernon C. Hills, Delbert Hills, James Hills returned, "unable to forward."

Certified mail to J. I Kizlac Mortgage Corporation, signature illegible. Certified mail to Thomas Bartelmo, signature illegible. Certified mail to Vernon Hills returned

unclaimed and certified mails, certified mail to the tenant in possession returned unclaimed.

This case was first heard at the 3/20/08 USB hearing. At that time the Board granted a 60-day extension to 5/15/08 with the stipulation that the property owner apply for a building permit.

CHAIR KERNEY: Thank you.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. Does the record show that the charges and the photographs and all the evidence have been presented to the Board previously?

UNKNOWN: Yes.

INSPECTOR STRAWN: Yes? The City is asking for a motion to demolish.

CHAIR KERNEY: Thank you Wayne.

MR. JARRETT: I don't recall the pictures, but you say in here that the, substantially the building is just in ruins?

INSPECTOR STRAWN: Yes, it's has no roof. It's just a bunch of block walls built 40, 50 years ago that are self-standing with - Not much there: slab and walls.

MR. JARRETT: And you don't have any information why the owner's not here today with those plans that they talked about.

INSPECTOR STRAWN: Well, the owner's been here probably a dozen times. There's a previous case on this property. I think he's finally given up. He's only, one the, represents

himself here as 1/5, owner or only a part owner, and I think he's -

CHAIR KERNEY: And if I'm not mistaken, Shirley Fletcher is no longer with us, right?

INSPECTOR STRAWN: That's correct. Shirley died during the time that the previous case was presented to the Board. I think that was an '03 case.

CHAIR KERNEY: Any questions from the Board?

MR. PHILLIPS: Mr. Chairman, I move we find the violations exist as alleged, that we order the property owner to demolish the structure within 30 days, the property owners, there's more than one, to demolish the structure in 30 days. That we order the City to demolish it, 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.

CHAIR KERNEY: Okay, I have a motion for demolition, do I have a second?

MR. JARRETT: Second.

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

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Next.

MS. PARIS: We'll continue on to page three. The first case was heard. At the bottom of the page, **CE07121276** has been withdrawn. On page four, the bottom of the page, that case has been heard.

6. Case: CE08021122

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**Charles W. Walker Estate
2345 NW 14 Street**

MS. PARIS: The bottom of page 5, Case CE08021122, the Inspector is Gerry Smilen. The case address is 2345 Northwest 14th Street, Charles W. Walker Estate.

The property was posted on 4/25/08 advertised in Broward Daily Business Review 4/25/08 and 5/2/08. Certified mail to the owner, signed by Mary Walker. Certified mail to the tenant in possession returned, "vacant." And this is a new business case.

CHAIR KERNEY: Thank you. Gerry, would you like to read it into the record?

INSPECTOR SMILEN: Yes I certainly would. Okay, we have case number CE08021122, violation:

FBC 117.1.1

THE SINGLE FAMILY RESIDENCE HAS BECOME UNSAFE.
THE BUILDING IS A FIRE AND WINDSTORM HAZARD.
THERE IS SUBSTANTIAL DAMAGE FROM THE ELEMENTS.
THE BUILDING DOES NOT COMPLY WITH THE

REQUIREMENTS OF THE FORT LAUDERDALE MINIMUM
HOUSING CODE.

MR. PHILLIPS: Can I just interrupt for a second?
Procedurally Mr. Chairman, can they read, "The violations are
as stated." Does that suffice?

CHAIR KERNEY: No, we've always read them into the
record.

MR. PHILLIPS: They have to?

MS. WALD: He has to read them.

CHAIR KERNEY: Yes.

MR. PHILLIPS: Even if there's no respondent?

MS. WALD: Yes. We still have to move forward as with
any due process on a case and he has to prove his case. He
has to specifically read in the violations themselves. He is
the code enforcement officer or the representative code
enforcement officer that has cited the property and thus he
has to prove his case.

MR. PHILLIPS: Because I know there's other times when at
the Code Enforcement Board, they say the violation exists as
stated in the documents, and if we can incorporate that by
reference, I don't know why -

MS. WALD: No, they have to read them.

CHAIR KERNEY: We've never done it that way

MS. WALD: They have to read them in. Go ahead, keep
going.

INSPECTOR SMILEN: You want me to add a little -

MR. PHILLIPS: I mean, could we, is that, you know, is that just your opinion or can we [inaudible]

MS. WALD: Well that is my opinion to the Board. That's my expert opinion to the Board, that they do have to read them in.

MR. JARRETT: Can we send all the inspectors [inaudible]?

MR. MCKELLIGETT: Brian McKelligett for the City. I can say in the time I've been doing Code Enforcement Board, I've always read in the cases whether there's bonded or not. So I don't know what's been happening in the past, Jack, but -

CHAIR KERNEY: Continue on.

INSPECTOR SMILEN: Do you want me to add a little drama to it? Would that be better?

MR. PHILLIPS: No, I was just trying to suggest. I'm going to look into it myself. But I think if it could be, it would be a way to expedite things a lot and that's the only reason. And if it can't, then I withdraw the question.

MS. WALD: Well, the clerk actually does not have to read in all the violations. The clerk can just say, "case number" and go through it.

MS. HALE: Yes.

CHAIR KERNEY: What's your professional opinion of what we should do?

MS. WALD: Keep going the way you've been going.

CHAIR KERNEY: Could you read it quickly, Gerry? How about that? Try that. See how fast you can read it.

MR. JARRETT: Maybe we can request that all the inspectors attend a speed reading course.

MS. HALE: Speed speaking course.

INSPECTOR SMILEN: Well, now I'm all lost, Okay.

MS. WALD: You know we can do? I'll do your photos while you read them in.

INSPECTOR SMILEN: Great.

MS. WALD: Go ahead.

[Ms. Wald showed photos of the property on the Elmo]

INSPECTOR SMILEN: Okay.

FBC 117.2.1.1.1

THE BUILDING IS "DEEMED" A FIRE HAZARD AND/OR UNSAFE BECAUSE IT IS VACANT, UNSECURED AND UNGUARDED.

FBC 117.2.1.1.2

DEBRIS AND COMBUSTIBLE MATERIAL WERE FOUND IN THE BUILDING INCLUDING A FULL SIZE ACETYLENE TANK AND PAINT.

FBC 117.2.1.2.1

THE FOLLOWING BUILDING MATERIALS ARE LOOSE, LOOSENING OR HANGING LOOSE: SOFFITS, WIRING, PANELS, DOORS AND WINDOWS ALONG WITH THEIR FRAMES, AND LIGHT FIXTURES.

FBC 117.2.1.2.2

ROOF RAFTERS ARE SUBSTANTIALLY DETERIORATED.
THE FRONT SLIDING GLASS DOOR HEADER HAS
STRUCTURAL CRACKS.

FBC 117.2.1.2.4

THE ROOF PROJECTION OVER THE FRONT DOOR ENTRY
IS LEANING AND SAGGING.

FBC 117.2.1.2.5

EXPOSED ROMEX WIRING HAS BEEN RUN AT THE HOT
WATER HEATER, CARPORT CEILING AND WALLS, FRONT
DOOR FIXTURE AND HALL LIGHT FIXTURE. THE
ELECTRICAL METER HAS BEEN VANDALIZED.

FBC 117.2.1.3.1

PREMISE WIRING ALTERATIONS WERE DONE WITHOUT A
PERMIT IN THE FOLLOWING AREAS:

CARPORT CEILINGS AND WALLS

HOT WATER HEATER

FRONT DOOR LIGHT FIXTURE

HALL LIGHT FIXTURE

WINDOWS, DOORS AND ENCLOSED CARPORT WERE DONE
WITHOUT REQUIRED PERMITS.

A WALL A/C UNIT WAS INSTALLED WITHOUT A PERMIT

I guess that's it.

CHAIR KERNEY: Thank you. And there is no respondent?

INSPECTOR SMILEN: If I may?

CHAIR KERNEY: Yes.

INSPECTOR SMILEN: The owner is deceased. I did have contact with his sister who lives in Sarasota, that was back on March 10th. And she was supposed to come out and indicated that she wanted to do something with the property. And at that point, she said she would be in town in two weeks. She never contacted me, the cell phone number that she gave me has since been disconnected. I have no contact with her whatsoever and at this point the City moves for demolition.

CHAIR KERNEY: Very good, thank you. Questions from the Board?

MR. JARRETT: Is the sister the Mary Walker that signed the certified mail?

MR. MCKELLIGETT: She is. Mary Lean Walker also is personal representative of the estate.

MR. BARRANCO: I also have a question. On the first violation, you mentioned the requirements of the City of Fort Lauderdale Minimum Housing Code. Can we as a Board make recommendations based on that? Okay.

CHAIR KERNEY: Any more questions from the Board? Hearing none, I'll entertain a motion.

MR. PHILLIPS: Okay.

CHAIR KERNEY: You've got it down.

MR. PHILLIPS: I move we find that the violations exist as alleged and that we order the property owner to demolish

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

CHAIR KERNEY: Okay, I have a motion for demolition, do I have a second?

MS. HALE: I second it.

CHAIR KERNEY: Motion and a second. Are there questions on the motion? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Next

7. Case: CE08021469

[INDEX](#)

Erma Ferguson

624 NW 4 Avenue

MS. PARIS: Our last case is on page seven, it's a new business case. The case number is CE08021469, the inspector is Wayne Strawn. The address is 624 Northwest 4th Avenue, the owner is Erma Ferguson.

The property was posted on 4/2/08 and advertised in the Broward Daily Business Review 4/28/08 and 5/2/08. Certified mail to the owner has not returned. Certified mail to Loretta White has not returned. Certified mail to West Lakeland Land Company LP, signature eligible 4/4/08. Certified mail to

Anthony Freidovich, Freidovich Holdings Inc., signature illegible 4/4/08, and certified mail to the tenant in possession returned, "no such number."

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I'm going to get assistance with the photos, thank you.

[Ms. Wald showed photos of the property on the Elmo]

INSPECTOR STRAWN: With regard to 624 Northwest 4th Avenue, the violations that exist are:

FBC 117.1.1

THE SINGLE FAMILY HOME HAS NOT BEEN MAINTAINED AND AS A RESULT HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS. THIS BUILDING DOES NOT COMPLY WITH THE FORT LAUDERDALE MINIMUM HOUSING CODE AND IS UNSAFE.

FBC 117.2.1.1.1

THE BUILDING IS VACANT AND UNGUARDED AND IS NOT PROPERLY SECURED.

FBC 117.2.1.2.1

THE CARPORT ROOF HAS DETERIORATED TO THE POINT THAT THE SHEATHING, FASCIA BOARD, ROOFING MATERIAL ARE HANGING LOOSE AND FALLING OFF. WIRES AND PLASTER ARE LOOSENING AND FALLING.

FBC 117.2.1.2.2

THE ROOF HAS DETERIORATED SO BADLY THAT DAY LIGHT CAN BE SEEN FROM THE INSIDE ALL THROUGH

THE ROOF. A LARGE PART OF THE ROOF DECKING IN THE CARPORT HAS DISINTEGRATED VEGETATION IS THRIVING ON IT. ALL ROOF RAFTERS HAVE BEEN SEVERELY DAMAGED BY THE ELEMENTS.

FBC 117.2.1.2.3

THE ROOF OF THIS BUILDING HAS BEEN ALMOST COMPLETELY DESTROYED BY THE ELEMENTS AND THE REMOVAL OF ALL OF THE WINDOWS AND WINDOW FRAMES.

FBC 117.2.1.2.4

THE FASCIA BOARD ON THE FRONT OF THE CARPORT IS LEANING AND VARIOUS ROOF RAFTERS ARE SAGGING DUE TO DETERIORATION.

FBC 117.2.1.3.1

A WALL MOUNTED A/C UNIT, FLOOD LIGHTS AND WIRING WERE INSTALLED WITHOUT A PERMIT.

FBC 117.2.1.1

THE COMMERCIAL BUILDING HAS BEEN-

Oops, That's another case. I remember this structure, building from approximately 10 years ago. The City, before we had a board up program, the City allowed the owners to pull out the window frames, the door frames, block up the openings. Their intent was to preserve, keep the vandals out, mitigate the attractive nuisance and the fire hazard, and they thought they would save the building.

However through the years, no one has ever bothered. Someone's knocked out some of the blocks in the back window, so it's open again and you can see through that you're actually seeing daylight. There's no more roofing material, the water's just coming in through, between the boards. So we're asking for a motion to demolish.

CHAIR KERNEY: Thank you Wayne. There questions from the Board? Hearing none, I'll entertain a motion.

MR. PHILLIPS: I move we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days and we order the City to demolish the structure should the property owner fail to timely demolish it. Such demolition to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

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

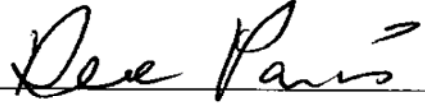
MR. JARRETT: Second.

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


BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Motion passes.

[Meeting concluded at 4:56 p.m.]



DEE PARIS, BOARD CLERK



PATRICK KERNEY, CHAIRPERSON

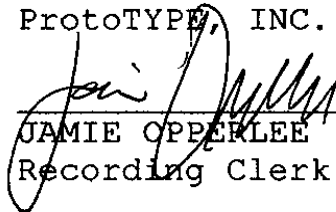
Minutes prepared by: J. Opperlee, Prototype Services

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held MAY 15, 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 May, 2008.

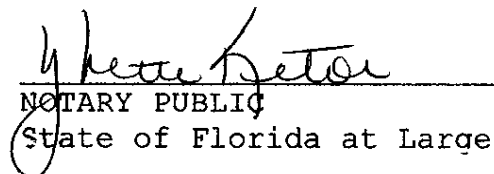
ProtoTYPE, INC.



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 25th day of May, 2008.



NOTARY PUBLIC
State of Florida at Large

Notarial Seal:



YVETTE KETOR
MY COMMISSION # DD 745295
EXPIRES: December 30, 2011
Bonded Thru Budget Notary Services