

**CITY OF FORT LAUDERDALE**  
**UNSAFE STRUCTURES BOARD**  
**THURSDAY, September 18, 2008 AT 3:00 P.M.**  
**CITY COMMISSION MEETING ROOM**  
**CITY HALL**

<b>Board Member</b>	<b>Attendance</b>	<b>Cumulative Attendance 10/07 through 9/08</b>	
		<b>Present</b>	<b>Absent</b>
Patrick Kerney, Chair	P	9	3
John Scherer, Vice Chair	P	9	3
John Barranco	P	8	0
Olivia Charlton	A	7	4
Pat Hale	P	11	1
Hector Huguaburo [3:10]	P	8	4
Joe Holland	P	10	2
Thornie Jarrett	A	10	2
John Phillips [3:23]	P	5	3

**City Staff**

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

**Guests**

CE08020243: Katherine Dely, Attorney  
 CE07101527: Charlie Smith, owner  
 CE05121325: Robert McIntyre, owner  
 CE08072072: Carla Dunbar, owner's daughter; Jessie Taylor, owner's sister  
 CE08030370: Raymond Nyhuis, owner's representative

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The regular meeting of the Unsafe Structures Board convened at 3:05 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. Holland, seconded by Mr. Scherer, to approve the minutes of the Board's August 2008 meeting. Board unanimously approved.

**All individuals giving testimony before the Board were sworn in.**

**1. Case: CE07101527**

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**Charlie J. Smith  
1604 NW 11 Court**

MS. PARIS: Our first case will be on page three at the bottom, it's a new business case. Case number is CE07101527, the Inspector is Wayne Strawn, the address is 1604 Northwest 11th Court, the owner is Charlie J. Smith.

We have service by posting on the property 7/25/08 advertising in the Broward Daily Business Review 8/29/08 and 9/5/08. We have certified mail to the owner returned "unclaimed unable to forward," certified mail to Sandra Smith returned "unclaimed unable to forward," certified mail to Citifinancial services, signed by D. Broughton 7/28/08.

Certified mail to CT Corporation as registered agent for Citifinancial Services Inc. signed by Fred Singer 7/28/08. Certified mail to Laura L. Walker Esq. signed by M. Trent Kemp, and certified mail to the tenant in possession returned unclaimed.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector, the violations that I discovered at the property are as follows. We're reading them all in, aren't we? Is that the procedure we're using now, we're reading all the violations in? Okay okay, I think that's what we usually do.

FBC 117.1.1

THE SINGLE FAMILY DWELLING AND THE SWIMMING POOL HAVE BECOME UNSAFE. THE BUILDING IS A WINDSTORM HAZARD, HAS BEEN SUBSTANTIALLY DAMAGED BY ILLEGAL ALTERATIONS, DOES NOT COMPLY WITH THE MINIMUM HOUSING REQUIREMENT OF FORT LAUDERDALE MUNICIPAL ORDINANCE. A LARGE PORTION OF THE BUILDING IS BEING UTILIZED ILLEGALLY. THE SWIMMING POOL IS UNSANITARY AND A HEALTH HAZARD.

I'd like to correct that violation; the swimming pool is no longer a health hazard. It has been drained and is empty.

FBC 117.1.2

THE BUILDING HAS BEEN ALTERED AND EXPANDED IN THE LIVING AREA AND IN THE FOOTPRINT AREA. THE

BUILDING ALTERATIONS AND EXPANSIONS HAVE BEEN COMPLETED WITHOUT OBTAINING THE REQUIRED PERMITS. THE ALTERATIONS AND ADDITIONS ARE AS FOLLOWS:

1. A LARGE BEDROOM ADDITION ATTACHED TO THE SOUTHWEST OF THE BUILDING.
2. AN ADDITION ATTACHED TO THE NORTHEAST CORNER OF THE BUILDING.
3. THE ENCLOSURE OF THE CARPORT FOR USE AS LIVING AREA.
4. THE ALTERATIONS OF THE FLOOR PLAN AND MEANS OF EGRESS
5. THE INSTALLATION OF A BATHROOM.
6. THE CONSTRUCTION OF A FRONT PORCH ROOF.
7. THE INSTALLATION OF DOORS AND WINDOWS THROUGHOUT.

ALTERATIONS/ADDITIONS CONSTRUCTED WITHOUT A PERMIT ARE PRESUMED AND DEEMED BY THE CODE TO BE UNSAFE.

FBC 117.2.1.1.3

THE MEANS OF EGRESS AND FIRE PROTECTION CONNECTED TO THE FLOOR PLAN ALTERATIONS HAVE NOT BEEN APPROVED THROUGH THE PERMITTING PROCESS.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM ALTERATIONS AND ADDITIONS HAVE NOT BEEN INSTALLED SAFELY. THE ACCEPTABLE STANDARD FOR SAFETY IS COMPLIANCE WITH THE NATIONAL ELECTRIC CODE. THE ALTERED ELECTRICAL SYSTEM HAS NOT BEEN INSPECTED FOR COMPLIANCE AS REQUIRED THROUGH THE PERMITTING SYSTEM. LOOSE WIRES AND FIXTURES ARE NOTED ON THE EXTERIOR OF THE BUILDING.

FBC 117.2.1.2.7

THE SWIMMING POOL IS UNSAFE. IT CONTAINS BLACK, STAGNANT WATER AND IS DEEMED BY THE CODE TO BE UNSANITARY AND DANGEROUS TO HUMAN LIFE AND PUBLIC WELFARE.

I'd like to correct to that, that swimming pool is now drained, so that violation no longer exists except that it is now a falling hazard as it's a summing pool over 10-foot in depth which if someone fell into could actually kill them. So that would require to safeguard it with some framing across the top and chicken wire to prevent anyone to fall into it.

FBC 117.2.1.3.1

EXTENSIVE BUILDING ALTERATIONS, ADDITIONS AND EXPANSIONS HAVE BEEN COMPLETED WITHOUT OBTAINING ANY PERMITS OR INSPECTIONS. SEE THE LIST PROVIDED FOR F.B.C. SECTION 117.1.2 FOR SPECIFICS. IN ADDITION ELECTRICAL, PLUMBING AND

MECHANICAL ALTERATIONS HAVE BEEN DONE WITHOUT PERMITS. THE WORK INCLUDES, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:

1. A BATHROOM HAS BEEN ADDED.
2. WATER HEATING EQUIPMENT HAS BEEN INSTALLED.
3. SUPPLY AND WASTE PIPING ON THE EXTERIOR WALLS IS NOTED ON THE WEST AND SOUTH EXPOSURES OF THE BUILDING.
4. WIRING AND FIXTURES HAVE BEEN ADDED TO THE EXTERIOR OF THE BUILDING.
5. CIRCUITS HAVE BEEN ADDED TO THE ADDED ROOMS FOR FIXTURES AND OUTLETS.
6. AN AIR CONDITIONING UNIT HAS BEEN INSTALLED THROUGH THE WEST EXPOSURE OF THE REAR BEDROOM WALL.

FBC 117.2.1.3.2

A LARGE PORTION OF THE BUILDING IS BEING OCCUPIED ILLEGALLY. THE NEW LIVING AREAS HAVE NOT BEEN APPROVED FOR USE AND HAVE NOT DEMONSTRATED COMPLIANCE WITH THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE THROUGH THE PERMITTING PROCESS.

I have some photographs I'd like to show the Board.

[Inspector Strawn displayed photos of the property on the

Elmo]

[Mr. Heguaburo arrived at 3:10]

That's the front of the building with the porch that's been added and another shot of the front of the building with the porch that's been added. I hope that shows up better on your screen than it does on these viewers. This is the enclosed carport, here, and we have a plumbing vent pipe stack here. This is another shot of the front porch framing, the front porch framing again. That's the front porch again. And fixtures, electrical fixtures, exterior lighting on the corner of the building.

This shows the large addition on the rear of the building, where it jogs to the west, and light fixtures, exterior light fixtures that have been added. That's a waste pipe that's installed on top of the ground for the - and also supply piping for the added plumbing. This is alteration of the front of the building; see the new stucco work.

This is the rear addition that I couldn't find a permit for; it extends to the south. Now that's the swimming pool, which has now been drained and so it's no longer a health hazard in that sense, as far as the dirty water's concerned. This is a plumbing fixture we can see down here in the corner where it was installed and then the block wall built on top. The, you have waste piping on top of the ground.

This is the back of the building where the new addition



was constructed. The fireplace at one time was on the exterior wall. Now it's been enclosed and it's inside the building. Loose, we have loose fixture for exterior lighting. More plumbing, which was routed on the outside of the building to facilitate the alterations. It's the same thing, plumbing routed on the outside of the building. Here's another waste pipe routed on the outside of the building in order to accomplish the fixture installations. And a new compressor on the south exposure of the building. That about, don't think this shows anything that's, that I need to submit.

MS. HALE: Wayne, that first picture, is that cylinders of gas?

INSPECTOR STRAWN: That's barbecue.

MS. HALE: Oh.

INSPECTOR STRAWN: Yes, those cylinders are made into a large barbecue.

MS. HALE: Very large.

INSPECTOR STRAWN: The problem I had after investigating the property was that it doesn't resemble at all the plans that we have on file. It's been altered over and over again, and I've spoke to the owner who's here to testify and much of it was done, according to the owner, previous to the time that he bought the property. So it's unfortunate, but it doesn't resemble anything that was approved by the Building Department back in the 50s when the building was first constructed.

CHAIR KERNEY: Thank you Wayne. Do we have a respondent?  
Good afternoon, could you state your name for the record?

MR. SMITH: Charlie Smith.

CHAIR KERNEY: Charles Smith.

MR. SMITH: Yes.

CHAIR KERNEY: Good afternoon, Mr. Smith.

MR. SMITH: Good afternoon. I purchased this property in 1985.

CHAIR KERNEY: Speak into that microphone for me just a little.

MR. SMITH: I purchased the property in 1985. Since purchasing the property I have not done any alteration to the building. The only thing that I've done to the building is change the doors and change the windows. When I bought the property it had the old wood framed windows in it, I took them out. I can get the schematics for the windows here because I bought it from a local company. The doors I bought from a local construction company [inaudible]

CHAIR KERNEY: Did you permit the doors and the windows when you changed them out?

MR. SMITH: I didn't know you had to - but I just changed - I didn't change the frames, I just changed the doors.

CHAIR KERNEY: Right.

MR. SMITH: I didn't know you had to have a permit to do that. So, that I can get, it's not a problem if there needs

to be a permit pulled for that, then I have to work on trying to do that, but as far as the construction of the building, the building was like that when I bought it, when I purchased it.

And I've only had to come down to see the schematics on this building once. The schematics I saw is the exact way that this building is now. Now, I don't know if they, those files are not here anymore, but when I bought the property, and I had to come down for something, the building is shaped the same way it is now.

So, I'll go back and I'll try to see. I've talked to the inspector, he and I have talked about what need to be done, but as far as I know the building is exactly the way that it was when I purchased it. I didn't close the, I know where he mean where the car porch is, because all the homes in that area is built the same way. I know what he means about where the car porch is, that it was closed-in, but the majority of the houses in that area, those car porch have been closed in any way. When I purchased the property it was already closed.

MR. SCHERER: I have a question. The air compressor, you didn't put the air compressor?

MR. SMITH: The air conditioner unit was - he told you the unit had a permit for the air conditioner, the central air being put in.

CHAIR KERNEY: The AC change-out was permitted?

MR. SMITH: Yes.

CHAIR KERNEY: Wayne, can you verify that?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector.

The change-out of the compressor unit requires a permit.

CHAIR KERNEY: Was that done?

INSPECTOR STRAWN: No.

MR. SMITH: It wasn't changed out; it was just central air put in. It's never been changed out.

INSPECTOR STRAWN: That is a new unit. The compressor unit just on the back.

CHAIR KERNEY: The condensing unit, did you install that condensing unit?

MR. SMITH: No.

CHAIR KERNEY: That was there when you bought the house?

MR. SMITH: No, I -

CHAIR KERNEY: Into the microphone, I'm sorry.

MR. SMITH: I have a company to come in and install the unit.

CHAIR KERNEY: You did.

MR. SMITH: That was installed a whole, everything was done together.

CHAIR KERNEY: Did they pull a permit for that?

MR. SMITH: Yes. That, the only thing that I've had to do there, I had to put a fence in, that was permitted, and I had to get a permit for the air-conditioning unit.

CHAIR KERNEY: Okay, so when you bought the house it didn't have air conditioning.

MR. SMITH: It didn't have central air, no.

CHAIR KERNEY: I see, and you had it put in.

MR. SMITH: Right.

CHAIR KERNEY: Wayne, can you verify, what Mr. Smith is saying is that there was an entire air-conditioning system put in.

INSPECTOR STRAWN: That's correct. That's correct.

CHAIR KERNEY: And that was permitted?

INSPECTOR STRAWN: Yes it was.

CHAIR KERNEY: But you believe the condensing unit was changed after that.

INSPECTOR STRAWN: That's what I was thinking that it was, the air-conditioning installation was what, '94, '92? It was a long time ago.

MR. SMITH: Yes, it's been a while.

INSPECTOR STRAWN: The, what was interesting is that the plans that were submitted show a full schematic for the addition on the back so that they could air condition that space, and they labeled it as existing, although we never received a permit to actually build the part that they were air-conditioning.

CHAIR KERNEY: I see.

INSPECTOR STRAWN: So we issued a permit to air-condition

the part of the building that wasn't actually legal.

MR. SMITH: I think he means the - you mean the back bedroom.

INSPECTOR STRAWN: That's correct.

MR. SMITH: No, no I'm talking about, I had central air put through the house, not just the back bedroom.

MR. SCHERER: Wayne, would that have to go through Planning and Zoning also?

INSPECTOR STRAWN: No.

MR. SCHERER: No.

INSPECTOR STRAWN: No, an AC system could go through a one-discipline review. So no one would know, or they -

CHAIR KERNEY: If they didn't pick up on it, yes.

INSPECTOR STRAWN: That's correct. And it was like he says, like the gentleman says, it was a system for the entire house, but it also included - because they have to show a place where the ductwork is going, they have to show how many rooms and the size and the CFM and all of that. So that is there. But the problem was we never got a permit for the building to be in the configuration it was.

CHAIR KERNEY: Right. Mr. Smith unfortunately, and we, I've seen this in all the years I've sat on this Board, I've seen this time and time again. I believe what you're saying. I believe you purchased this property. The unfortunate thing is, it's really incumbent upon you as the purchaser of the

property to make sure if there were any additions done or any work done that it was permitted properly.

I don't, and I don't want to speak for the City, but I don't think they recognize the fact that "I didn't know, so it's not my responsibility." The worst part of it is I don't see a way to correct it. You would have to go out and get an engineer to basically draw up what's been done and attest to the fact that it's been done to code and been done properly. I think that's the only way the City would ever buy off on it.

If not, now you're tearing out walls, digging up the ground to prove to them that it was done per the code, and they're going to require it to be done to the latest code, so you're kind of in a tough situation here. Is that something you would be willing to do, to go out and see if you couldn't get an engineer to buy onto this thing?

MR. SMITH: Well, I don't see where I've got much of a choice.

CHAIR KERNEY: I agree, because this represents a substantial portion of your home, from what I can see.

MR. SMITH: Well, like I said, the schematic that I saw, the configuration of the house is the way it is now. Now I can go back and I'll try, I'll look through the files as far as I can go back if the files haven't been destroyed or if they're not just taken out or whatever, I'll go back and I'll see if I can find them.

I say, I've been talking to the inspector, and he said that he would try to work along with me, do the best that he could as far as trying to get everything straightened out. But, I mean, it's, I mean I've got to have a home, so I've got to do whatever it is it take to try to get the situation resolved.

MR. SCHERER: Mr. Smith, that PVC has been sitting outside for 23 years?

MR. SMITH: Since I bought the property. When I bought the property -

MR. SCHERER: In 1985.

MR. SMITH: - the -

MR. SCHERER: And white PVC.

MR. SMITH: That was like that, yes.

MR. SCHERER: Is that a - that's a plumbing question: what happens if that white PVC sits out for 23 years in the sun?

CHAIR KERNEY: Well, it gets brittle after time, but PVC is not UV protected, you have to paint it but.

MR. SCHERER: Do you have a, would you happen to have a -

MR. SMITH: PVC is not going to deteriorate

CHAIR KERNEY: In the sun it will, yes.

MR. SCHERER: It will.

MR. SMITH: Huh?

CHAIR KERNEY: In the sun, it will unfortunately. That's



why the building code requires if it's exposed to the outside it be painted with a UV-rated paint.

MR. SCHERER: Do you have a copy, would you happen to have a copy of the survey that you, when you purchased the house, for you?

MR. SMITH: No I don't. I don't. I've had a few burglaries in the property and I don't have them now. But I might be able to get my mortgage company might have them. I can check and see if they have anything like that.

MR. SCHERER: The bank might have it. I mean, it's -

MR. SMITH: As far as the PVC -

MR. SCHERER: It's kind of a moot point, but it would kind of verify what he's trying to tell us, that if he had the survey when he purchased the house, the house has got to get surveyed, the property gets surveyed.

CHAIR KERNEY: Yes, he doesn't have to convince me -

MR. SCHERER: There's a lot, there's a lot -

CHAIR KERNEY: - this was this way when he bought it. I believe every word he's saying. I feel for you.

MR. SCHERER: There's a lot to do here.

MR. SMITH: I, yes I know, but it's probably more to do than not to do if I don't do it though.

MS. HALE: Wayne, we do know that in 1992 when the permit was given out, the floor plan or the base plan looked exactly like his house does today. Is that correct?

INSPECTOR STRAWN: It was similar, but the plans that an air-conditioning contractor turns in are not detailed.

MS. HALE: No.

INSPECTOR STRAWN: They only give you a footprint. The footprint was similar.

MS. HALE: Yes, so that now, at least in 1992, the City felt that it had the floor plan or the foot plan of approximately the house he has.

INSPECTOR STRAWN: The air-conditioning department accepted that for the purpose of approving an air-conditioning system, that's correct.

MS. HALE: Yes, right. How far back do the City plans go?

INSPECTOR STRAWN: I, unfortunately, I have a whole package of the plans that I pulled and they're not in the file. I intended to show you step by step how this occurred, according to my research. The swimming pool was actually put in place and a survey was submitted with the swimming pool where the south addition was not there. And now I have a more recent survey, where the south addition is there.

MS. HALE: When was the south addition not there when the swimming pool was built?

INSPECTOR STRAWN: I, I had all those dates on the research; I don't have it with me now. But the, then I have the original plans, which showed a carport on the northwest

corner of the building.

And then this expanded, became expanded later, enclosed and expanded to the south. And there was a permit that showed a fireplace on the rear porch. And this became enclosed and it, this building grew most of it, and you notice the photographs of the front porch, that won't meet the building code.

The problem we have is it's so altered from what's been approved, we're wondering about is this safe, do you have the proper means of egress. Another building very close by, I believe it's his neighbor, has been before this Board, where the addition was built on top of the old septic tank. We don't know about any of those issues. I'd be happy to Board, to find those records and share them with the Board at another hearing.

MR. HOLLAND: Wayne, do we have setback issues also with the zoning code?

INSPECTOR STRAWN: The jog to the west, I questioned that myself, but according to the survey we have, it shows 5 feet, so, that's an old survey, but it's -

MR. HOLLAND: Single-family.

INSPECTOR STRAWN: Yes, that's correct.

MR. HOLLAND: RS-8 or something.

INSPECTOR STRAWN: Right. That's correct.

MS. HALE: How long does it take you to go and put these

forms together for us Wayne?

INSPECTOR STRAWN: I had them all together and I don't know why they're not in the file now. I had it all, I had made copies of all the microfilm just to show the Board.

MS. HALE: Okay.

CHAIR KERNEY: I personally believe Mr. Smith needs some time to see if he can cure this. This is, this is huge. This is a huge burden for you. I hope you're right, I hope that somewhere somebody lost something and there's, this was inspected and permitted properly, because we -

MR. SMITH: Okay, and see, and another thing, like the inspector was saying about the septic tank, the septic tank is in the very front of the house in that area. We just got put on sewage like three years ago, so that's in the very front of the house and it's off from the front porch and stuff so -

CHAIR KERNEY: I don't think he was questioning yours.

MS. HALE: [inaudible] on that, okay.

CHAIR KERNEY: I think he was just using that as an example.

[Mr. Phillips arrived at 3:23]

MR. SMITH: No no no, I was just saying, I was just letting you know that that part of it, is no porch, front part of the house. So it's not a problem with that.

CHAIR KERNEY: Any more questions from the Board? Would somebody like to make a motion?

MS. HALE: I'll move. What do we feel would be a fair amount of time, because you're going to have to go to your bank and Wayne has to relocate his plans again. 60 days? I'll move for 60 days. In addition, however, we have a swimming pool which is a problem because it is not secured it's drained but not secured.

MR. SMITH: It's drained, but it's fenced in. It is fenced in; the whole backyard is fenced in and gated.

MS. HALE: Well, I think Wayne is very worried about children who see something that looks very exciting, a fence doesn't stop them, and animals and the rest of the things. Even somebody that's in your house can walk out and you didn't notice. I don't know whether you have children or grandchildren. But you said, what kind of wire that you wanted over the top of that pool?

INSPECTOR STRAWN: It would be secure with framing members and chicken wire. So that someone doesn't fall in, so that protects - you see, someone that lives in his home - even himself or someone can walk out there and fall into a - you say it's 11 feet deep? It's 11 feet deep.

MS. HALE: Alright. So 60 days. And, shall we make it until November 20<sup>th</sup>. However, on the swimming pool, we will make that two weeks to put the chicken wire and the framing around there so that no one can fall in. 60 days to come back with all the information you have and with some sort of a

statement if possible from your bank, which would be a good place to start for a survey or your closing agent.

CHAIR KERNEY: Okay, I have a motion on the floor for an extension to the November 20<sup>th</sup> meeting with the stipulation that within 20 days the pool that's empty is secured by some means acceptable to the City inspector. Is that correct your motion?

MS. HALE: Yes, I think I said two weeks.

MR. SMITH: Let me ask a question before you -

CHAIR KERNEY: I've got an open motion on the floor.

MR. SMITH: Before you make the motion I just wanted to -

CHAIR KERNEY: It's already been made; I've got an open motion on the floor, let me get a second. We're not done yet.

MR. SCHERER: I'll second.

CHAIR KERNEY: Okay, I've got a motion and a second; now we can have some discussion on that motion.

MR. SMITH: Is it acceptable instead of putting the chicken wire over the pool that I fill the pool and have the pool operating?

CHAIR KERNEY: Absolutely.

MS. HALE: Absolutely, then that's another way of doing it.

MR. SMITH: It's cheaper for me to do that then to cover it.

CHAIR KERNEY: Okay, I've got a motion and a second, is

there any discussion on the motion? All those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? You've got some huge hurdles to jump Mr. Smith; I hope you can.

MR. SMITH: I do too, thank you.

CHAIR KERNEY: Thank you.

**2. Case: CE05121325**

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**Crazy Gregg's Marina LLC**

**301 Seabreeze Boulevard**

MS. PARIS: Our next case is on page one. It's an old business case at the top, Case CE05121325. The inspector is Jerry Smilen, the address is 301 Seabreeze Boulevard, the owner is Crazy Gregg's Marina LLC.

We have service by posting on the property 8/12/08 advertising in the Broward Daily Business Review 8/29/08 and 9/5/08.

We have certified mail to Crazy Gregg's Marina LLC, signature illegible. Certified mail to John J. Raymond, Registered Agent for Crazy Gregg's Marina LLC, signed by Laura Doyle. Certified mail to Robert McIntyre, Manager of Crazy Gregg's Marina LLC, signature illegible. Certified mail to Richard T. Watson, Manager, Fort Lauderdale & Southern LLC, signed by John Faekorski. Certified mail to Wachovia Bank,

signed by Tom Patten 8/6/2008. Certified mail Board of Trustees, no signature 8/6/08. Certified mail tenant in possession, signature illegible. Certified mail to MGS LLC, signature illegible 9/16/08.

This case was first heard at the 6/19/08 USB hearing. At that time the USB granted a 30-day extension to the 7/17/08 USB hearing with the stipulation that the respondent return with a letter from his restaurant stating that facilities will be made available to the person working in the booth. The respondent must also forward the letter to the Building Inspector for approval. At the 7/17/08 USB hearing the Board granted a 60-day extension to 9/18/08 with the stipulation that the property must be secured. Violations as noted in the agenda.

CHAIR KERNEY: Thank you. Do we want to hear from the inspector first where we're at with - just give us a quick up, I missed the last two meetings, I'm sorry. A quick update.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. We missed you Patrick.

CHAIR KERNEY: Thank you. It's nice to be missed.

INSPECTOR SMILEN: I can say that they're working hard, the plans have gone through the, they're going through the review process. Everything is passed through except zoning. At this point zoning will not pass the plans, because they're waiting for approvals for the Planning Department.



So I have been - Bert Lewis, who is drawing up the plans and involved in getting the plans approved - I met with him. He's been calling me, he's been working hard to try to get this thing done and at this point, I believe he is going to be making an appointment with the director of the Planning Department to try to find out what the problem is and what he can do to expedite it. So that's where we stand.

CHAIR KERNEY: So the holdup at this point is Zoning, everybody else is on board with it as far as the City is concerned.

INSPECTOR SMILEN: Well, it's, Zoning will not pass it until the Planning Department does. And in this particular case, because of the location and the type of structure that this is, being a ticket booth right in broad daylight near the beach there, I guess there's a couple of extra things that have to happen with this particular plan. And as a result, it's getting routed to the planning department, which usually, something usually doesn't go that way.

CHAIR KERNEY: Gerry, in your opinion, what's a reasonable amount of time to correct this?

INSPECTOR SMILEN: Well, it's a little out of my hands. I would say if they can get it through Planning Department, 30 days should be good enough, but it depends what hurdles they're going to run into. I'm not too sure on it.

CHAIR KERNEY: But it's not a complete hazard to the

public -

INSPECTOR SMILEN: No.

CHAIR KERNEY: - that we would, could entertain longer than that, just to make sure it gets resolved.

INSPECTOR SMILEN: Yes, I wouldn't oppose to an extension at all and he has, they have definitely shown that they want to take care of this; they're not neglecting it at all.

CHAIR KERNEY: Okay. Thank you. We have a respondent? I don't know how you can add to that. He just pleaded your case for you.

MR. MCINTYRE: Yes, I was going to say. Robert McIntyre, Crazy Gregg's Marina. I think he summed it all up.

CHAIR KERNEY: Okay.

MR. MCINTYRE: We're working as much as we can, you know.

MR. SCHERER: I'll make a motion.

CHAIR KERNEY: Okay.

MR. SCHERER: I make a motion that we grant an extension for 60 days to the November 20<sup>th</sup> Unsafe Structures Board hearing.

CHAIR KERNEY: I have a motion for an extension to the November 20<sup>th</sup> meeting. Do I have a second?

MR. PHILLIPS: Second.

CHAIR KERNEY: I have a motion and a second. Is there discussion on the motion? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed?

MR. MCINTYRE: Thanks.

CHAIR KERNEY: Thank you.

**3. Case: CE08020243**

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**Tansy Avant Estate**

**628 NW 22 Road**

MS. PARIS: Our next case is on page one at the bottom, it's an old business case. Case CE08020243, the inspector is Gerry Smilen. The address is 628 Northwest 22<sup>nd</sup> Road. The owner is Tansy Avant Estate.

We have service by posting on the property 9/15/08, advertising in the Broward Daily Business Review 8/29/08 and 9/5/08. We have certified mail to the Estate of Tansy Avant, returned. Certified mail law office of Katherine Dely, Attorney for Mary Russ, Personal Representative of the Estate of Tansy Avant, signed by Katherine Dely 9/2/08. Certified mail to Mary Russ, Personal Representative of the Estate of Tansy Avant, no response. Certified mail to Diana Waterous Centorino, Esquire, no response.

This case was first heard at the 5/15/08 USB hearing. At that time the Board granted a 30-day extension to the 6/19/08 hearing with the stipulation that the property is boarded up, the property must be secured and the roof must be repaired.

At the 6/19 USB hearing, the Board granted a 60-day extension to 8/21/08 to obtain a permit. In addition, the property is to remain boarded and secured.

At the 8/21 USB hearing the Board granted a 30-day extension to 9/18/08 with the stipulation that the respondent contact a design professional to guide them through the process, have the design professional survey the building and render his opinion and return with the design professional with a plan of action. Violations as noted in the agenda.

CHAIR KERNEY: Thank you. You again Jerry?

MS. DELY: Hi, Katherine Dely, the attorney for the personal representative of the estate. I'm going to be the only one testifying today; the other attorney was, had a conflict and my client is sick, the personal representative.

Unfortunately, we did contact three design professionals, and along with contractors, we had engineers, we had one firm that was engineer/architecture firm, and we got three bids as for getting the property up to code and the cheapest was \$65,000.

So, unfortunately, there's five beneficiaries involved and they didn't want to invest that kind of money into getting it up to code so we are going to go with the demolition. And we started, we got one bid so far for the demolition of the property at like 10,400 and then we're just going to try to get several other bids and go from there. And then you tell

me what we need to do or what the process is.

CHAIR KERNEY: Well, it's all up to you.

MS. DELY: Okay.

CHAIR KERNEY: I would be willing to bet this Board's going to issue probably an order for demolition, but you're going to have some time to get it done before it falls upon the City to do it.

MS. DELY: Okay, okay.

CHAIR KERNEY: Any questions from the Board? If not, I'll entertain a motion.

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

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

MR. HEGUABURO: Second.

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

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Thank you.

MS. DELY: Okay, thank you.

**4. Case: CE08072072**

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**Carl Williams Jr.**

**1112 NW 23 Terrace**

MS. PARIS: Our next case is on page nine, it's a new business case. Case number CE08072072, the inspector is Wayne Strawn. The address is 1112 Northwest 23 Terrace, the owner is Carl Williams Jr. We have service by posting on the property 7/31/08, advertising in Broward Daily Business Review 8/29/08 and 9/5/08. Certified mail to the owner signed by Durell Ramsey 8/15/08 and certified mail to the tenant in possession returned unclaimed.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. What page was that on?

MS. HALE: Nine.

INSPECTOR STRAWN: Nine, thank you. Eight yes, it starts on eight. With regard to 1112 Northwest 23<sup>rd</sup> Terrace, the violations that exist at the property are:

FBC 117.2.1.2.1

THE FOLLOWING BUILDING PARTS ARE LOOSE, HANGING  
LOOSE OR LOOSENING; DOORS AND WINDOWS ALONG  
WITH THEIR FRAMES, CEILINGS, ROOF DECKING,  
FASCIA, ROOFING MATERIAL AND COLUMNS, BLOCK  
WALLS, AND RAFTERS.

FBC 117.2.1.2.2

ROOF DECKING, AND BLOCK WALLS ARE DETERIORATED. LARGE CRACKS IN THE BLOCK WALLS EXIST AND ON THE WEST AND SOUTH EXPOSURES STAIR STEP CRACKING PATTERNS INDICATE FOOTING FAILURES.

FBC 117.2.1.2.3

THE BUILDING IS PARTIALLY DESTROYED. THE CARPORT ROOF IS IN THE PROCESS OF COLLAPSE. THE SOUTH COLUMN HAS FALLEN AND THE OTHER SUPPORT COLUMNS ARE LEANING.

FBC 117.2.1.2.4

THE CARPORT ROOF IS SAGGING, VERGING ON COLLAPSE. THE CARPORT SUPPORT COLUMNS ARE LEANING OUT OF PLUMB AND ONE HAS COLLAPSED. THE ROOF DECKING IS SAGGING IN PLACES BECAUSE OF DETERIORATION CAUSED BY WATER INTRUSION. THE LOWER HALF OF THE BUILDINGS' REAR MASONRY WALL LEANS OUT CAUSING A CRACK AT THE MASONRY COURSE LINE. THE RESULTING OFFSET HAS BEEN PATCHED. THIS IS THE RESULT OF A FOOTING FAILURE CAUSED BY FAULTY DESIGN OR CONSTRUCTION.

FBC 117.2.1.3.1

THE BUILDING HAS BEEN ALTERED WITHOUT OBTAINING PERMITS. THE ALTERATIONS INCLUDE THE INSTALLATION OF SECURITY GRILLES OVER THE

WINDOWS, THE CHANGE OUT OF ORIGINAL WINDOWS AND THE CONSTRUCTION OF AN ENCLOSURE ATTACHED TO THE REAR OF THE BUILDING. ALL ALTERATIONS DONE WITHOUT PERMITS ARE PRESUMED AND DEEMED BY THE CODE TO BE UNSAFE.

FBC 117.2.1.3.2

THIS BUILDING HAS NOT BEEN PROPERLY MAINTAINED ACCORDING TO THE STANDARDS OF THE FLORIDA BUILDING CODE, THE CITY OF FORT LAUDERDALE MINIMUM HOUSING CODE OR THE CODE WITH WHICH IT WAS BUILT. MOST BUILDING PARTS ARE IN DISREPAIR.

FBC 117.1.1

THE SINGLE FAMILY DWELLING HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS AND BY WINDSTORM. THE BUILDING DOES NOT COMPLY WITH THE MINIMUM STANDARD OF THE FORT LAUDERDALE HOUSING CODE. THE BUILDING IS A WINDSTORM AND A FIRE HAZARD

FBC 117.1.2

ALTERATIONS AND ADDITIONS TO THE BUILDING HAVE BEEN DONE WITHOUT PERMITS. ALL ALTERATIONS WITHOUT PERMITS ARE PRESUMED AND DEEMED TO BE UNSAFE BY THE FLORIDA BUILDING CODE.

FBC 117.2.1.1.3



SECURITY GRILLES PREVENT THE USE OF THE WINDOWS  
AS AN EMERGENCY MEANS OF ESCAPE.

I have some photographs to show the Board.

[Inspector Strawn displayed photos of the property on the  
Elmo]

There is your carport collapse. Further along you see  
the broken mortar joint here where the tie beam line is.  
Here we have the roof decking damage. You can see the sag in  
the roof decking, where there are no shingles and the roof  
itself is changing shape. That's another shot of the carport  
roof from a different angle, lets see, there it is.

And also the column that was on the other side. It's  
interesting, I pulled the plans that were used to build the  
carport and it shows steel in all the columns, but this column  
evidently didn't get any.

This is the rear of the building. I don't know if you  
can see on the photograph, this offset on the course line.  
The footing has canted out, and I'll show you a stair stepping  
pattern over here. The tie beam evidently kept the wall rigid  
from the top, but it was trying to kick over from the bottom.  
It got stuccoed in, there's about a 2 ½, 3-inch offset there  
where that block course is going one way.

MR. PHILLIPS: Isn't that a decorative ledge Bob?

INSPECTOR STRAWN: There's another shot of the carport  
roof in its present state. There's a close-up of the roof

deterioration, again. There's other places, I did not gain access to the inside of the building, but it appears that water intrusion has been a problem for a long time. Same thing again.

Here's the stair step pattern where the footing has failed on the rear wall. There you see the block is cracking, this part of the wall is pushing to the east, but the rest of the wall is maintaining its integrity.

That's an addition on the rear of the building that we don't have, we don't have any permits for that addition on the east side, and that is again the same offset of the block wall. This just shows a little better, the fact that we also have a tie beam that's separating from the rest of the building. The City is asking for a motion to demolish.

MS. HALE: Is this vacant?

INSPECTOR STRAWN: Yes it is. Do we have a respondent?

CHAIR KERNEY: Wayne, the only work that was done without a permit is that small structure on the back?

INSPECTOR STRAWN: That's correct. It's pretty much an original structure for what it was. The carport had a permit as I stated already.

CHAIR KERNEY: Okay. Thank you. Hi, could you state your name for the record, please?

MS. DUNBAR: My name is Carla Dunbar.

CHAIR KERNEY: Say your last name again?

MS. DUNBAR: Carla Dunbar.

CHAIR KERNEY: Dunbar?

MS. DUNBAR: Dunbar.

CHAIR KERNEY: Okay.

MS. DUNBAR: Yes. This is my father's house. To my knowledge, I don't know of any work being done on it. He just hasn't been living in it because he's been very ill. We've tried to find or, you know, get rid of the house and we're having no luck with that at all. He wanted me to come here to find out what is going to be going on with it. So we can move forward with it because we have, we tried to sell it and we can't repair it. We can't afford -

CHAIR KERNEY: Okay, so you can't afford to repair it and you're having trouble selling it.

MS. DUNBAR: Yes.

CHAIR KERNEY: Okay. Wayne, quick question for you, the biggest problem is the roof structure, carport roof falling down and -

INSPECTOR STRAWN: That's the immediate problem. We're in hurricane season, as you can see, that can take off and become a projectile.

MR. HOLLAND: How about the interior with this roof leakage, are we getting into some health issues on the inside?

INSPECTOR STRAWN: I haven't been inside the property, it is fenced off. There is some doubts in my mind as to whether

it's practical because the structural problems to actually repair it, as far as the expense as compared to the reward.

MR. PHILLIPS: Ms. Dunbar, did you put the, did you or your father put the fence up?

MS. DUNBAR: No, I'm not sure when -

MR. PHILLIPS: Do you know who put the fence?

INSPECTOR STRAWN: It's been there a long time, I believe.

MS. DUNBAR: It's been there forever.

MR. PHILLIPS: Is it fenced off to keep people from coming in?

INSPECTOR STRAWN: I think there's a padlock on the gate isn't there?

MS. DUNBAR: Yes, there is a lock on the gate that's to keep people out like strangers, it's a little short fence.

MR. SCHERER: And nobody's living in it?

MS. DUNBAR: No, it's, we moved him out. When we went inside to look at it, it's, he can't live there.

MR. BARRANCO: How long has he not lived there?

MS. DUNBAR: About six, seven years now.

MR. PHILLIPS: Is there a mortgage on it?

MS. DUNBAR: No, no mortgage.

[Ms. Taylor, the owner's sister, asked to address the Board]

CHAIR KERNEY: Well, she has to be sworn in if she is going to answer.

MR. HOLLAND: I think she was.

MR. SCHERER: I think she was too.

MS. DUNBAR: She was in here.

CHAIR KERNEY: Oh, she was? Oh I'm sorry, okay. Just state your name for the record, please.

MS. TAYLOR: I'm Jesse Taylor and I've been the caretaker for him for the past six, seven years now. I have [inaudible] him. But inside the house it has been demolished on the inside. It's not livable. We've been trying to find, we had contacted RE/MAX, put it on the market. The only thing available, or the best thing for it is the land. The house cannot be lived in at all. And he has been sick for the past, since 2001.

CHAIR KERNEY: So it would probably be in the best interest that if the City was to tear it down.

MS. TAYLOR: Just knock it, tear it down.

CHAIR KERNEY: At least it would take care of that problem and you'd still have the land to sell.

MS. TAYLOR: Yes. He asked me, he couldn't make it because when I left the doctor yesterday and his medication that he take is, it's really powerful. It's strong in milligrams it is, and he asked if the City could give him an

extension to tear it down. Or could the approval, because he worked for the City for I don't know how many years.

CHAIR KERNEY: Well, if we enter an order for demolition, the City will go ahead and tear it down. Now, you'll eventually get the bill for that.

MS. TAYLOR: Okay.

CHAIR KERNEY: Which hopefully you'll be able to pay with the sale of the property. But I think that might be the best thing.

MS. TAYLOR: That's what he's asking.

CHAIR KERNEY: Okay. Alright, I think we can do that. Is there any questions from the Board?

MR. PHILLIPS: I'd like to make a motion, Mr. Chairman.

CHAIR KERNEY: Please.

MR. PHILLIPS: I move we find 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: Alright, I have a motion for demo. Do I have a second?

MR. HOLLAND: Second.

CHAIR KERNEY: Motion and a second. Is there discussion on the motion? Hearing none, all those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Thank you.

**5. Case: CE08030370**

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**Arch James III & Kay Oliver**

**651 N Andrews Avenue**

MS. PARIS: Our next case is on page two at the bottom, this is an old business case. CE08030370, the inspector is Gerry Smilen. The case address is 651 North Andrews Avenue. The owner is James Arch Oliver III and Kay C. Oliver.

We have service by posting on the property 9/15/08, advertising in Broward Daily Business Review 8/29/08 and 9/5/08.

We have certified mail to the owner, no response. Certified mail to Kay C. Oliver no response. Certified mail to Theodore H. Fulton, returned. Certified mail to Stephen J. Simmons, Esquire, returned. Certified mail John Jones Plumbing, no response. Certified mail John Jones, Registered Agent for John Jones Plumbing, no response. Certified mail Raymond Nyhuis, unclaimed. Certified mail August R. Pujols, P.E., ARP Engineering and Design Corp. no response.

This case was first heard at the 5/15/08 USB hearing. At

that time the Board granted a 30-day extension to the 6/19/08 USB hearing with the stipulation the property must be boarded up and secured, the water must be turned off, the City inspector must verify the board up is done correctly, the respondent must return with an engineer's report, the respondent must return with proof from the property owner authorizing him to act in his behalf.

At the 6/19/08 USB hearing the Board granted a 30-day extension to 7/17/08 with the stipulation that the respondent return with a final report from a structural engineer. At the 7/17/08 USB hearing the Board granted a 30-day extension to 8/21/08, the property must be secured to the satisfaction of the building inspector, the building inspector must verify property is secure, whatever discovery made by engineer must be performed within 30 days, return with final report from engineer.

At the 8/21/08 USB hearing the Board granted a 30-day extension with the stipulation the respondent return with a detailed scope of work from a structural engineer as well as a contract with a general contractor, the air conditioner is either shored up or removed by the GC, the general contractor to perform other work in securing for hurricane in general. Violations as noted in the agenda.

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



MR. NYHUIS: Raymond Nyhuis.

CHAIR KERNEY: What do you got for us today?

MR. NYHUIS: Not much. On 8/20 I went into an agreement with Arthur Frigmet, he's an architect and engineer firm right here on the corner. Shortly afterwards, remember the procedure I told you I had to go in for, so I canceled it? I went in for it and I had severe complications from it and I had an infection in my tooth, jaw and neck. For approximately two weeks I was incapable of doing anything. So I totally put everything aside.

As soon as I could possibly get up, get out of bed, I went over to Arthur, and we re-agreed on the inspection and the fees and everything and he gave me the copy of the thing. And he's going ahead with it. It's not in a timeframe that you would like, but due to things I could not control, basically it's been delayed.

CHAIR KERNEY: Do you have a signed contract with him?

MR. NYHUIS: I have the agreement for services.

MS. HALE: Do you want to put it there.

MR. NYHUIS: And I have his business card too that he gave, if you have any questions.

[Mr. Nyhuis displayed the contract from the engineer on the Elmo]

MR. PHILLIPS: Have you accepted it yet?

MR. NYHUIS: Hm?

MR. PHILLIPS: Have you accepted it yet?

MR. NYHUIS: Yes.

MR. PHILLIPS: It's not signed.

MR. NYHUIS: He has the copy that was signed, I didn't, I just brought this copy in, if you'd like to call him and speak to him you're welcome to. I mean -

MR. PHILLIPS: Well, sign it right now.

MR. NYHUIS: Well, I would be signing this copy of it -

MR. PHILLIPS: I'm only -

MR. NYHUIS: - from the one that was already signed in his office, so. He has the signed one that I agreed to. Also, James Oliver is also involved because he wanted him involved being the actual owner. On the papers, he wanted him to do the signing also.

MS. HALE: Is there a timeframe on this? There doesn't appear on this receipt to be a timeframe for service.

MR. NYHUIS: For, I'm sorry?

MS. HALE: A timeframe. Generally, if you hire somebody you ask them in 60 days or 30.

MR. NYHUIS: Yes, he's going to be there Tuesday and Wednesday with his engineer. This coming Tuesday and Wednesday.

CHAIR KERNEY: Did he indicate to you how long it would take for him to -

MR. NYHUIS: He said it would take, the report that he

makes would be immediate and what we have to do after that report will be determined after the inspection. Basically I'm starting over from the beginning. Like I was with the other engineer, except he's given me better pre - we had a conversation pre this hiring of him to assure me that it wasn't going to go that path again because I'm not going to tolerate somebody walking in there and giving me the, you know.

MR. SCHERER: I just have one question, what does that last sentence mean to you?

MR. NYHUIS: Which one?

MR. SCHERER: The last sentence.

MR. NYHUIS: Yes, that's exactly what I just said. As soon as he gets in there and does the inspection, it'll be what he, what needs to be done will be quoted.

MR. SCHERER: So you have to re, you'll renegotiate another contract with him?

MR. NYHUIS: I don't believe so. It'll probably be the contract for the work.

MR. BARRANCO: Typically, he's going to do the investigation.

MR. SCHERER: Has he seen it?

MR. NYHUIS: Hm?

MR. SCHERER: Has he seen the property?

MR. NYHUIS: He hasn't seen it personally, but he sent

somebody down to take a look at it. He has to go down with the engineer to look at it personally on Wednesday.

MR. BARRANCO: That's a contract just for him to go out there and look at it, evaluate it. Once he evaluates it he's going to follow-up, if the damages are extensive then [inaudible]

MS. HALE: Yes, you'll get another one of these that will tell you how much each of these structural parts will cost you.

CHAIR KERNEY: Can use slide that down a little, I want to see, is this from the general contractor or is this from the engineer?

MR. NYHUIS: No, this is the engineer, he is the, well, he has an engineering, architectural firm. His name is Arthur Frigmet. He's right on the corner of, right across from the old Fire Department I think it is, or kitty corner, or the old building inspections. Where the Laundromat used to be.

CHAIR KERNEY: Okay.

MR. SCHERER: So all this is is for him to go out and inspect the structure, which is already done and you already have two reports done, right?

MR. NYHUIS: The thing that was done already was the one that was done by August from ARP Construction. Now, at his first one he should have gone in there, he should have said yes, you have to do this, this and this and then it will be

corrected and I'll give you a letter to go to the City. As we all found out, he did not do that. He gave me one inspection, then he wanted to go inspect again and inspect again. I mean, I personally -

MR. SCHERER: Was that the engineer that came in and spoke to us last time?

MR. NYHUIS: Yes.

MS. HALE: Yes.

MR. NYHUIS: Yes.

MR. HEGUABURO: Weren't you going to remove that AC on roof or -

MR. NYHUIS: Okay. Now that's another thing. I told this guy about the AC. He says, "Is it fastened to the roof?" I said, "Yes, it's fastened to the roof." If I take it off of the roof, unfasten it from the roof, it's going to leave a hole that's going to be open and it's going to also take the bolts out of the rafters from the ceiling. He said, "Let it until I get in there." He said, "I'm the one that's in control of it, I'll take care of it."

MR. HOLLAND: But you said it was under a -

MR. NYHUIS: [inaudible] taken out -

MR. HOLLAND: I'm sorry, you said it was under a second roof, right?

MR. NYHUIS: Yes. So it's contained it's like, it's almost like it's in a garage. That's probably the only reason

why it wasn't stolen.

MR. SCHERER: It was in danger of collapsing through the ceiling, that was the problem, and you said last -

MR. NYHUIS: That was the opinion of August Pujols.

MR. SCHERER: I mean there was -

MR. HOLLAND: And a condition of this Board.

MS. HALE: But it didn't even work.

MR. HOLLAND: Again, I ask you, why do you bring up the concern for the hole when it's under another roof?

MR. NYHUIS: I didn't bring up the concern.

MR. HOLLAND: No, just now, you did.

MR. NYHUIS: I asked the man that was here, I said, "What should I do about [inaudible] the air-conditioning?" Don't remove anything, because that's taking apart the building. I'm taking apart a major part of the building again without permits, without any approving from an architect or an engineer.

Now August says, "Take off the air conditioner." He only came in here to save his butt. I'm sorry, it's the easiest way to say it. The man finally came in when I put it up to his face that he better do something and he better get this situation handled. He comes in with, "Oh and by the way, after I've inspected it three times, I found out there's an air conditioner on the roof and it's going to fall in."

Well we, I mean, it doesn't take a brilliant mind to know

that three inspections, you couldn't tell me there was an air conditioner that had to be removed with all the other things that were removed? I mean, it goes on and on and on with him.

Okay, so all I'm asking, if possible, because it was not my - I mean I had no choice, I couldn't get out of bed. If you can give me another 30 days to have this gentleman take care of it, I'm, now I can't say you will be assured, but I can give you better results than with the other engineer.

MR. SCHERER: I have a question for the City Attorney, excuse me. If we decide to do, make some action, is that action being reported to the owners of the property?

MS. WALD: Ginger Wald, Assistant City Attorney. Any order that you actually go ahead and order is signed by the Board Chair, which I believe you might have signed a couple of them in Patrick's absence, and that is mailed to the interested parties that were originally provided notice. So the answer to that would be yes.

MR. SCHERER: My question is going to the fact that, do the owners have any idea who's representing their interests here?

MS. WALD: Before we let Mr. Nyhuis speak, however many months ago that was, we made sure that he provided to us the permission of the owner. If you remember correctly, again, I can't remember exactly what month, but it was a while ago, we actually continued the case because Mr. Nyhuis did not have

that. And then he brought it to it. We approved that and allowed to go forward.

MR. SCHERER: Okay.

MR. NYHUIS: And also he gets served,

MS. WALD: Wait -

MR. NYHUIS: Oh, I'm sorry, he gets served with the same things you do.

MS. WALD: Okay, one second. I'm sorry, any other questions?

MR. SCHERER: No, thank you.

MS. WALD: Okay.

MR. NYHUIS: I'm sorry.

MR. PHILLIPS: Mr. Nyhuis?

MR. NYHUIS: And also, he gets service every time I get served he gets served and we fax it back and forth, so we're in constant contact.

MR. PHILLIPS: I think that going back months, that you were supposed to give us a detailed scope of work for an engineer. What you provided us, this memo to file, by the way -

MR. NYHUIS: Like I said, I did not give you what you asked for.

MR. PHILLIPS: Did the engineer sign it, did the engineer sign this?

MR. NYHUIS: I don't know, you can speak to him, I don't



know what constitutes an agreement. I signed it.

MR. PHILLIPS: Can you move the contract up again, the signature line?

MS. HALE: No, the other way.

MR. PHILLIPS: Okay.

MR. NYHUIS: This is just the copy I received.

MS. HALE: Do we have a receipt for the \$350 you paid him?

MR. NYHUIS: That went to Utah.

MR. PHILLIPS: Okay, Mr. Nyhuis -

MS. HALE: Who?

MR. PHILLIPS: It said they want a detailed scope of work from an engineer. This is sort of like -

MR. NYHUIS: And I told you I did not bring that in today.

MR. PHILLIPS: And you needed a contract with the general contractor.

MR. NYHUIS: And I told you I didn't bring that in today. And I'm not telling you that I didn't bring it in because I didn't want to. I told you I was incapable of doing what I needed to do because of my health issues.

CHAIR KERNEY: And the owner of this property has no intention of getting involved and helping you, even with your health issues, knowing that this Board is getting ready to demolish the property? He's just taking a backseat to, I

mean, obviously he knew you were sick -

MR. NYHUIS: He really can't do much.

CHAIR KERNEY: Let me finish. Obviously he knew you were sick, obviously he knew that time was of the essence as far as this matter is concerned. He chose not to do anything. I would think that he could have further pushed this along in your absence. He's the owner of the property.

MR. NYHUIS: What could he have done that I couldn't?

MR. SCHERER: Hired a general contractor to go out and fix it.

MR. NYHUIS: He is a general contractor.

CHAIR KERNEY: The owner of this property is a general contractor?

MR. NYHUIS: He was a general contractor here in Fort Lauderdale and he is a general contractor in Utah and he also has a real estate and a mortgage brokers license. And he cannot believe that this is going on, and I cannot believe that this is going on, and I cannot believe that I cannot just come in here and tell you as human beings and normal individuals that this building is not in the condition that you see, and unless you go out there and look at that building and see what I see and see what everybody else sees, why do I have to get this incredible knowledge from these scholastic people to tell you that the building is not falling down.

MR. PHILLIPS: Mr. Nyhuis, do you understand what this

Board is? We're not supposed to go out and look at stuff. We're quasi-judicial; we're fair and impartial. We rely upon inspectors to come in and present evidence, you present evidence against it. This Board has been very, very flexible in giving you time -

MR. NYHUIS: Not arguing that point a bit. And like I said -

MR. PHILLIPS: Well, you seem pretty angry at -

MR. NYHUIS: I'm not angry at you as a Board. I'm angry at the fact that I have through the years, gone through this town and seek the advice of professionals -

MR. PHILLIPS: Let's just talk about this case.

MR. NYHUIS: I'm just telling you, I want to give you a little history, you know, you've got to explain why you have this anger.

MR. NYHUIS: I go in -

MR. PHILLIPS: I don't know about that.

MR. NYHUIS: - and I, I have, I hire lawyers, I hire real estate professionals -

MR. PHILLIPS: Where are the lawyers?

MR. NYHUIS: I hire, excuse me, give me a second. You're lawyer, aren't you?

MR. PHILLIPS: Sometimes.

MR. NYHUIS: Okay, well, then you know where I'm going with this. You hire these professionals to take care of you.

MR. PHILLIPS: You always bring your lawyer with you, because if somebody has his own lawyer is a fool for a client and an idiot as an advocate.

MR. NYHUIS: Anyway, you hire these professionals to do a job, to get it accomplished and you can't get anything accomplished. They have a license to do whatever they want, without your concern, and only their concern is their pocket. I went to August Pujols, who was supposedly even a friend of mine, to go through this and I got raked in on a stupid three inspection deal when the all he was supposed to go and do is tell me what to fix, fix it and give me a report to clear the building.

Okay, now I'm onto another thing here, I'm onto another architect and engineer who I don't even know, but I'm taking at his word after we had a conversation that he was going to go in there and solve this problem.

MR. PHILLIPS: Who's going to be your GC?

MR. NYHUIS: Hm? I believe he is a GC.

MR. PHILLIPS: He's a GC also?

MR. NYHUIS: I believe he's an architect, general contractor and engineer firm.

MS. HALE: Let's see his card. His card was at the bottom.

MR. NYHUIS: Do you want to bring it up?

MR. PHILLIPS: No just put it -

MR. NYHUIS: It's right here.

MS. HALE: No, just stick it right there.

MR. PHILLIPS: Looks like he's an architect.

MR. BARRANCO: AA number, that's all he's got.

MR. PHILLIPS: AIA.

MR. SCHERER: Architect.

MR. NYHUIS: I believe he's a firm which is an architect, general contractor and engineer, all-in-one. It's a firm.

MR. PHILLIPS: Have you been there?

MR. NYHUIS: Yes.

MR. SCHERER: If he is, he has to have it on his card.

MR. NYHUIS: I was there twice. I was there before this first, this meeting last time where I got the extension. I spoke to him, we came to an agreement, but we didn't do anything. I came and told you. Shortly after that, I became ill, I couldn't do anything. I called him and I said as soon, he said, "As soon as you're well enough to get out of bed come and talk to me. We'll get it handled." The only problem was, it was two weeks later. Nothing I could do about that, I'm sorry, I'm not Superman, I heal as fast as I heal.

MS. HALE: Could I ask Gerry a question? Gerry, is this a freestanding building? I thought it was sort of a part of a shopping center. Am I right?

INSPECTOR SMILEN: No, that's not correct. Jerry Smilen, City of Fort Lauderdale Building Inspector. It is a

freestanding building, it does stand by itself.

MS. HALE: Oh. It stands by itself.

INSPECTOR SMILEN: Yes.

MR. PHILLIPS: Is it a flower shop or what was it?

INSPECTOR SMILEN: Yes. It was -

MS. HALE: It was.

MR. PHILLIPS: A pipe out the back, they were taking showers, the homeless, and then you cut the water off and that did away with that problem.

MS. HALE: Yes, that's the one.

INSPECTOR SMILEN: I can't say you took a shower over there.

MS. HALE: Okay, So it is a freestanding building. That's all I want to know Gerry.

MR. HOLLAND: With a building on a building, a historic structure with a -

MS. HALE: Oh, don't get the historical board in this.

MR. PHILLIPS: Historical?

MR. HOLLAND: Sorry I brought that up.

MS. HALE: Don't. They don't know about it.

CHAIR KERNEY: This is one of those cases that just goes on and on and on. And it'll never get resolved, and I feel the lack of involvement from the true owner of this property says volumes about where this is going.

MR. SCHERER: I'd like to make a motion.

CHAIR KERNEY: I will accept a motion.

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

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

MS. HALE: I'll second.

CHAIR KERNEY: I have a motion and second, do I have discussion on the motion?

MR. PHILLIPS: I do.

CHAIR KERNEY: Please.

MR. HOLLAND: Is it appropriate, do we have, oh I'm sorry.

MR. PHILLIPS: Realistically, what, I mean, now that, Mr. Freehoise, how do you pronounce that?

MR. NYHUIS: Nyhuis.

MR. PHILLIPS: Fryhuis. You mentioned something about a check went out to Utah?

MR. NYHUIS: Mr. Oliver is now paying for the expenses because I've exceeded the amount that I owe for the expenses.

MR. PHILLIPS: I'm sorry, what was sent to him, a check to

Utah?

MR. NYHUIS: No, he, the invoice was sent to him in Utah because he sent the check to this architect.

MR. PHILLIPS: Okay, but you also mentioned he's a general contractor in Utah.

MR. NYHUIS: He was a general contractor here; he's a general contractor, I believe, in Utah.

MR. PHILLIPS: Is he working out there?

MR. NYHUIS: He lives out there, he's existed out there since, I believe, 1989.

MR. PHILLIPS: is he working out there, do you know?

MR. NYHUIS: I don't know what he's doing, I think he has a real estate office.

MR. PHILLIPS: Right, but I mean -

MR. NYHUIS: And his wife is an airline stewardess.

MR. PHILLIPS: The question I had is, if within 30 days, they don't demolish it, the City does. Do they, can they come back in somehow within 30 days and let them know, let us know that it's being done so that it's not technically knocked down in 30 days, or can they come in and give us an update before that time to let us know that miraculously he has a full engineer's report, he has a signed contract, he has a contract that he and Oliver and the general contractor and engineer signed with specifications. Fix this, repair that, shore this up, do that - so that we know that this case is going off of



step one?

CHAIR KERNEY: The only thing that will stop the demolition is a permit being pulled. It will not - once we issue a motion for, an order for demolition, we will never see it again; it won't come back here. If a permit's pulled - correct me if I'm wrong - that'll stop the demolition. So if in 30 days if they can get a permit pulled, he's safe.

MR. PHILLIPS: Would my colleague consider amending that motion to provide 60 days, because I think the message is clear. It's going to happen.

MR. SCHERER: I'm, I just made the motion for the 30 days. It's a motion to demolish, it's not a motion for an extension. I'm making a motion to demolish the structure.

MR. PHILLIPS: No, but could we demolish it in 60 days? Because that really gives him the time to get the, to get the contracts, the engineering report, the plans and they get that permit. I just don't think they can do that within 30 days.

CHAIR KERNEY: Yes, no.

MS. HALE: Somebody told me -

CHAIR KERNEY: Hold on, hold on one second. To answer your question, the answer is no. We either issue, we either, he either makes a motion, we approve it for an extension, or we do a, a motion for demolition. Not, you can't put a stipulation on when it's going to get demolished. It's one or the other.

MR. PHILLIPS: How come we have 30 days then, in the motion?

MS. HALE: Um, I -

CHAIR KERNEY: That's what the motion is. He's basically, basically it's saying that if you don't tear it down in 30 days the City's going to do it. That's what the motion is.

MR. PHILLIPS: I mean, I would go for 60 days.

MR. SCHERER: Let me ask Ginger. Can I modify the date in the motion, in our standard motion which we have?

MS. WALD: Ginger Wald, Assistant City Attorney. Are you looking to amend your motion, to change the day from 30 days to 60 days? Is that the question?

MR. SCHERER: Well, the reading of the motion for demolition is always 30 days so -

MS. WALD: You can change, yes, you can change.

MR. SCHERER: I can amend it to say, 45 days or 10 days or 60 days or 7 days, whatever I want.

MS. WALD: The time period can change, yes.

MR. SCHERER: Okay.

MS. WALD: You do not have to specifically order it to be demolished in 30 days. You can change that time period, you can change it to whatever you want and then of course the motion [ineligible]

MR. SCHERER: And if we do change it to a 60 days, it

still gets it off of our calendar, it still gets it -

MS. WALD: It's done, you're done, correct.

MR. SCHERER: It's done okay. So yes, I will make a motion for -

MR. NYHUIS: Can I still discuss yet?

MR. SCHERER: - so, do I have to re-read the entire motion or just amend the motion to 60 days?

CHAIR KERNEY: No, we can just amend it, right?

MS. WALD: You could just amend it.

MR. SCHERER: Okay, I'll amend the motion to have the structure demolished within 60 days.

CHAIR KERNEY: Okay, we're amending the motion from 30 days to 60 days on demolition. The maker, the second to the motion, would you agree to that?

MS. HALE: Yes.

CHAIR KERNEY: Okay, so I have a motion and a second, and it's now 60 days. Is there discussion on the motion?

MS. HALE: I was under the assumption that even after 30 days it takes the City a bit of time to get around to demolishing, so that now it will be 60 days right, before -

MS. WALD: Ginger Wald Assistant City -

MS. HALE: No, that's only fair, I think we've sat here long enough and I am very disappointed that we came with an unsigned piece of paper and not even any recognition of the money being paid to the people, the \$350. Not even a receipt

for the \$350. You know, we're doing this piecemeal and eventually it has to end.

CHAIR KERNEY: What's the question for the City Attorney?

MS. HALE: Well, I said I was under the assumption that it took a little while for the City to get around to demolishing anyway. Even after the time period was finished.

MS. WALD: Ginger Wald Assistant City Attorney. The answer, the simple answer is yes. After the time period has expired, what the City must do is, if the City's going to do it itself, which they don't, they hire a licensed contractor, is they need to go forward, they need to apply for the permit and as you know the - because you've heard it many times before - FPL has to be cut off, the sewer has to be capped. And all of that does take time. The permit has to be issued. Once the permit's issued, then the City contractor can go out and demolish. But yes, that does take time. It doesn't happen on the 31<sup>st</sup> day.

MS. HALE: All right.

CHAIR KERNEY: Are you thinking about reconsidering your second?

MS. HALE: No, I'm not.

CHAIR KERNEY: Okay.

MS. HALE: And what I'm -

MR. NYHUIS: Is there still room for discussion?

MS. HALE: No, what I'm, I'm considering for you is the

fact that you've got 60 days to get either the owner of this property or you to get going on it. And you will probably get an additional 15 or 20 days as this is read, but you'll have to follow the City because for all we know, on the 60<sup>th</sup> day, they'll go out and pull the permit and get everything capped, and there goes your building. But it does put the onus back on you or you turn it over to the owner and let him do it. Because so far, nothing's getting done.

MR. NYHUIS: That's not true.

MS. HALE: And I wish you had come in with a signed contract and a receipt for the \$350. I'd have felt more comfortable about this, I really would have.

MR. NYHUIS: Well, there's room for discussion. Looking at the building the way it is. I've seen all of these buildings that have come in here for consideration every way shape and form. These buildings are practically demolished themselves. They're practically falling over themselves. They have no possibilities whatsoever in any way shape or form of becoming any revenue, of becoming any living situation. They couldn't be donated to charity and help them out. Okay?

The building that I have sitting there, we're still paying the taxes on the building. The taxes have been paid, it's \$2400 a year. It has a possibilities of becoming a building again. It really does, it's not like one of these other building that's so far away from any possibility of

becoming a building, or a habitable, whatever you call it.

MR. PHILLIPS: I think we all agree.

MR. NYHUIS: Okay, so -

MR. PHILLIPS: Get it done.

MR. NYHUIS: Okay, but, now putting me under the threat of demolition to a building that really should not be, in not only my mind, but in other peoples' minds, the neighbors, the people that come by, the people that know me. I can even - I don't know if I'm allowed to ask, but the inspector himself has been in there. The building is not falling down and is not dangerous. It's boarded up. It's absolutely just a big block of cement sitting there doing nothing.

Is the City going to go and order a permit for demolition, which I'm not going to demolish the building because I don't have those kind of funds to spend on tearing a building down. Are they going to take and demolish a building that's fully usable after a very small period of time, okay, and acquire the expense.

Even though they're going to lien the property. They're still not going to have any money, and it's going to come out of the City's pocket paying to a contractor, and so on, and so on, and so on, and so on. Thirty more days to have this gentleman come in with no threat of any kind, other than get your butt in gear and do it. And I will bring him in with me on the next visit.

MR. PHILLIPS: Mr. Nyhuis, when did the fire take place?

MR. NYHUIS: The fire took place right after Valentine's Day.

MS. HALE: The year, what year?

MR. NYHUIS: It was February, last March.

MR. PHILLIPS: Is there any insurance to pay for the damage?

MR. NYHUIS: No. The insurance was supposed to be, in fact from the flower shop. They had a triple net lease, they were supposed to have insurance. In fact, they lied about having insurance in effect.

MR. PHILLIPS: So you're not really operating the business, you're just the -

MR. NYHUIS: No.

MR. PHILLIPS: What is your, you're kind of a property manager or -

MR. NYHUIS: If I had to go into detail the extent of my business relationship, it might even confuse you. But like I said, I have an interest in it and I want to see the building go ahead.

MR. PHILLIPS: Is there business interruption insurance?

MR. NYHUIS: Hm?

MR. PHILLIPS: Is there business interruption insurance?

MR. NYHUIS: Funny, there was for the tenant.

CHAIR KERNEY: I can ease your mind, you can appeal our

decision to the City Commission.

MR. NYHUIS: But, at this point, another 30 days, you can ask Mr. Smilen, the building is not a threat to anybody for the next 30 days. Give me the 30 days please. Let me take care of it with this gentleman here. And after these 30 days if this gentleman can't take care of it, you can do whatever the heck you want to it because I'm at the end of my rope with all the professionals.

MR. PHILLIPS: Guess what, you've got 60 days. You got 60 days.

MR. NYHUIS: Take out the, take out the tearing down part. Why do you have to put the demolish on it?

CHAIR KERNEY: Let's find out, because I've got a motion. I'm going to call the question, so let's find out if the Board agrees with you. Is there more discussion from the Board on this motion? All in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Thank you.

MR. PHILLIPS: The reason I made it 60 days was to try to accommodate you Mr. Fryhuis.

MR. NYHUIS: Nyhuis.

MR. PHILLIPS: Nyhuis, I'm sorry. I said 60 because I thought 30 was kind of -

MS. HALE: That's fine.

MR. PHILLIPS: Okay.



MR. NYHUIS: Sixty days 'til it goes down.

MR. SCHERER: Yes.

MR. PHILLIPS: Well, you wanted 30, and then you said take it down, so now you got 60. So I really hope you have a collaborative, positive attitude to work with people here.

MR. NYHUIS: I do, I have a -

CHAIR KERNEY: I'm sorry, let me stop you, we need to move on. Thank you very much. Next case please.

MR. PHILLIPS: I just don't like respondents that feel angry about us trying to help them.

MR. NYHUIS: I'm, but I want you to understand-

CHAIR KERNEY: We're again, we are done here with this case.

MR. NYHUIS: [inaudible] between [inaudible]

CHAIR KERNEY: No, I need to get finished because I've got another meeting to go to. So if you'd like to stick around, but the - what is the law that doesn't allow us to discuss things after?

MS. HALE: Sunshine.

CHAIR KERNEY: Sunshine Law won't allow us to discuss it with you anyway.

MR. NYHUIS: I'm not angry at you guys.

CHAIR KERNEY: Thank you.

MR. PHILLIPS: Good, that's wonderful.

MS. PARIS: If you'll turn to page one of your agenda. That concluded cases with respondents. Both cases on the page CE05121325 and CE08020243 have been heard. On page two at the bottom CE08030370 has been heard. On page three at the bottom Case CE07101527 has been heard. Skip page four. On page five at the bottom we have a new business case that was withdrawn Case CE08020172. Again that case is withdrawn.

**6. Case: CE08060930**

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**Barry Khemrajsingh**

**411 NW 12 Avenue**

MS. PARIS: On page 6 we have a new business case. Case CE08060930, the inspector is Gerry Smilen. The case address is 411 Northwest 12<sup>th</sup> Avenue. We have service by posting on the property 8/12/08, advertising in Broward Daily Business Review 8/29/08 and 9/5/08.

We have service by certified mail to the owner signed by Barry Khemrajsingh. Certified mail to Mrs. Barry Khemrajsingh, signed by Barry Khemrajsingh. Certified mail to Wells Fargo Bank NA, signed by Colleen Walden 8/14/08. Certified mail to Corporation Service Company as registered agent for Wells Fargo Bank NA signed by Kim Glover 8/13/08.

Certified mail to Joseph R. Rushing, Esquire, Florida Default Law, signed by Julio Rodriguez 8/13/08. Certified

mail to Brian Alvarez, Esquire, Florida Default Law, signed by Julio Rodriguez 8/13/08. Certified mail to the tenant in possession returned "Gone, no forward."

INSPECTOR SMILEN: Gerry Smilen, Building Inspector City of Fort Lauderdale. Case number CE08060930. The following violations:

FBC 117.1.1

THE DETACHED GARAGE BUILDING HAS BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS AND CONSTITUTES A WINDSTORM HAZARD. THE BUILDING DOES NOT MEET THE REQUIREMENTS OF THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

FBC 117.2.1.2.1

THE GARAGE BUILDING IS VACANT, UNGUARDED AND IS NOT SECURED PROPERLY. ALL OF THE DOORS ARE MISSING.

FBC 117.2.1.2.2

THE ROOF RAFTERS AND DECKING HAVE BEEN STRUCTURALLY COMPROMISED DUE TO CONSTANT WATER INTRUSION AND REMAIN ROTTED. THE ROOF SHEATHING IS MISSING IN CERTAIN AREAS OF THE ROOF.

FBC 117.2.1.2.3

THERE ARE OPEN AREAS IN THE ROOF WHERE DAYLIGHT SHOWS THROUGH. THE ROOF IS PARTIALLY DESTROYED.

FBC 117.2.1.2.4

THE COMPLETE FRONT OVERHANG AND ROOF IS HANGING  
AND READY TO FALL DOWN DUE TO THE DETERIORATION  
OF THE STRUCTURAL MEMBERS OF THE ROOF SYSTEM.

I have some pictures I'd like to share with the Board.

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

Okay, as we can see, we've got a little bit of a problem  
right over here. This area here is just kind of hanging down  
there not on purpose. There's another shot right here.  
Here's a close-up, you can see that the sheathing is  
completely gone over here on the roof and the whole overhang  
is just hanging loose.

Over here, you can see daylight. This is inside the  
garage itself. You can see a lot of damage from water  
intrusion and the wood is rotting on the rafters itself. This  
is the opening where the overhead garage door should be, which  
doesn't exist, and this is just showing you the basic state of  
the interior of the garage.

There is supposed to be some sort of cover over here,  
this isn't a skylight. And over here we have some, some sort  
of a gas containers just sitting in there. Acetylene  
possibly, oxygen I don't know.

I have, I was in touch with the owner for a while with  
this case, and I gave him some time to try to correct the  
situation. He had pretty much conveyed to me that he really,

he was having problems collecting rent money from his tenants there and he was strapped for cash, and eventually I would give him 30 days, I would contact him and, he used to return my calls, and I have not been able to get in touch with him at this point.

He was also explaining to me that he, there was a little bit of a problem with making his payments on the property. So I'm assuming since I can't get in touch with him and he doesn't return my calls that things aren't going too well and this building isn't getting any better as we speak.

CHAIR KERNEY: Gerry, we're strictly talking about the garage structure?

INSPECTOR SMILEN: Yes, the garage.

CHAIR KERNEY: Okay. Questions from the Board?

MR. HOLLAND: Yes, I just, sorry, I noticed it looked like there was some strapping on, from the walls to the rafters, could you tell if that was the case? And it looks like the overhang on the front was like a retrofit, but is it integral with the main roof?

INSPECTOR SMILEN: Well, it was, you know, they used to make overhangs like that where they used the ladders that they would attach it to the roof to extend out for overhangs. That was the kind of construction, I interpreted it to be. As far as strapping goes -

CHAIR KERNEY: Will it change your mind on whether or not

you demo it?

MR. HOLLAND: Well, I saw mildew, I don't know if I actually saw the rot, but I can take the inspector's word for it.

INSPECTOR SMILEN: I can testify that there is definitely some deterioration there. You might, these might possibly be straps here, but then again, a strap's not going to help too much if the rafter's like termite food by now.

MR. PHILLIPS: I guess the question I had, it looks like that front part, that overhang, is that cantilevered out from - can you put the - or was that bolted into the side with two by sixes. If that's the case, is the City capable of just removing that one piece that's flopping down, rather than knock the whole thing down.

INSPECTOR SMILEN: Well, right now it is, well, no, right here, this part here right now at this point is removed. I did tell the owner to remove this because that was a hazard.

My main concern is, as we all know, we are in the middle of hurricane season, it seems to be pretty active out there. My main concern and the City's concern is what's going to happen to the rest of this since it's completely open and unprotected? I have a feeling this will be distributed all along for his neighbors around there, I don't think they'll appreciate it.

MR. PHILLIPS: I think we need more information whether

there's hurricane straps. You could say that about any carport, I guess. If you go up and test every rafter, some with termites. I just think it's a little draconian to knock the whole thing down. I thought the front piece was the biggest problem and I didn't know if that was taken down.

INSPECTOR SMILEN: Well, with all due respect Mr. Phillips, I did go there, I did look at it myself and me being a Building Inspector and certified with the State of Florida. I would, in my opinion, the roof is not going to be structurally sound and I certainly wouldn't want to walk on that roof so. If I don't want to walk on that roof, you can imagine what a hurricane like Ike or somebody else would do to it.

MR. PHILLIPS: I'll certainly defer to you because you're the expert, not me.

INSPECTOR SMILEN: Why thank you sir.

MS. HALE: And Gerry, what is your opinion, what do you recommend?

INSPECTOR SMILEN: I recommend demolition.

MS. HALE: Alright.

MR. HOLLAND: Do we have a respondent? No?

MR. PHILLIPS: What about the Florida Default Law Foreclosure Center? Is anyone from the bank perhaps involved with this?

MS. WALD: Ginger Wald, Assistant City Attorney. The

bank had filed a lis pendens and a foreclosure action in April of 2008 according to the public records search. And they were noticed as any interested party is when we do the records search.

MS. HALE: Does that do anything about what he wants, demolishing the garage? Does that affect it at all?

MS. WALD: No ma'am. They're two separate actions.

MR. PHILLIPS: Have they got their final summary judgment of foreclosure yet, do you know?

MS. WALD: According to our review of the records, no.

MR. HEGUABURO: So, you're only recommending to demolish the garage.

MS. HALE: Yes.

INSPECTOR SMILEN: Yes sir.

MR. PHILLIPS: Okay. That's a good idea.

CHAIR KERNEY: Once again, and I say this knowing that my time on this Board is limited either to today or maybe next, but I will remind you that I am just a plumbing contractor so if you're going to use words like draconian you're going to have to hand out dictionaries prior to us starting.

MR. PHILLIPS: I'm sorry about that.

CHAIR KERNEY: That's what happens when you have a lawyer on.

MS. HALE: I'll make a motion.

CHAIR KERNEY: Okay, so, is there more discussion?



MS. HALE: I'll make a motion.

CHAIR KERNEY: Alright, a motion, great.

MS. HALE: I move that we find that the violations exist as alleged and we order the property owner to demolish the structure within 30 days - and that is the garage only - and that we order the City to demolish the structure - again, the garage only - should the property owner fail to timely demolish. Such demolition is to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

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

MR. PHILLIPS: Second.

CHAIR KERNEY: Motion and a second, is there discussion on the motion? Hearing none, all those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed? Thank you.

**7. Case: CE08070088**

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**Andrea Blanche-Hill, Individually and as  
representative of the Estate of Lonnie B. Hill, Jr.  
1700 NW 13 Court**

MS. PARIS: Our next case is on page seven, it's a new business case. Case CE08070088. The inspector is Wayne Strawn. The owner is Andrea Branche-Hill, Individually and as

personal representative of the Estate of Lonnie B. Hill, Jr.

We have certified mail by posting on the property 7/25/08, advertised in Broward Daily Business Review 8/29/08 and 9/5/08. We have certified mail to Andrea Branche-Hill as personal representative of the estate of Lonnie B. Hill Jr. Fort Lauderdale, signed by Robert Gadson 7/29/08. Certified mail to Andrea Branche-Hill as personal representative of the estate of Lonnie B. Hill Jr. Fort Lauderdale signed by A. Branche.

We have certified mail to Citimortgage Inc. O'Fallon, Missouri, signed by J. Ballard. Certified mail to Carl E. Levinson as former CEO of Citimortgage Inc. signature eligible, 7/29/08. Certified mail to David B. Levin Esquire, Law Office of David J. Stern PA, signature eligible.

Certified mail to Citimortgage Inc. Tampa, Florida signed by Richard Dermer 7/28/08. Certified mail to William Beckmann, President of Citimortgage Inc. signed by J. Ballard. Certified mail to CT Corporation System, registered agent for Citimortgage Inc. signature eligible. Certified mail to the tenant in possession signed by Traverse Srank.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector with regard to 1700 Northwest 13<sup>th</sup> Court. The violations that exist are as follows:

FBC 117.1.1

THE SINGLE FAMILY DWELLING AND THE METAL SHED

AT THE REAR OF THE PROPERTY HAVE BECOME UNSAFE. THE BUILDING AND SHED HAVE BEEN SUBSTANTIALLY DAMAGED BY THE ELEMENTS AND BECOME A WINDSTORM HAZARD. THE BUILDING DOES NOT MEET THE MAINTENANCE REQUIREMENTS OF THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

I might add also that as of today it's also a fire hazard because it's open and abandoned.

FBC 117.1.2

A LARGE ADDITION HAS BEEN ADDED TO THE BUILDING ON THE SOUTH AND A METAL SHED AT THE REAR OF THE PROPERTY. THE ADDITION AND SHED WERE COMPLETED WITHOUT ANY PERMIT OR CERTIFICATE OF OCCUPANCY BEING ISSUED. THE ADDITION AND SHED ARE PRESUMED AND DEEMED BY THE FLORIDA BUILDING CODE TO BE UNSAFE.

FBC 117.2.1.2.1

BUILDING PARTS HAVE FAILED, ARE HANGING LOOSE OR ARE LOOSENING. THE BUILDING COMPONENTS IN THIS CONDITION INCLUDE THE CEILINGS, ROOFING MATERIAL, ROOF DECKING, DOORS AND WINDOWS ALONG WITH THEIR FRAMES, ELECTRICAL WIRING AND CONDUIT, SOFFIT AND FASCIA, A.C. UNITS, AND LIGHT FIXTURES.

FBC 117.2.1.2.2

THE RAFTERS AND ROOF DECKING HAVE DETERIORATED DUE TO WATER INTRUSION OVER AN EXTENDED PERIOD OF TIME. THE MASONRY CONSTRUCTION OF THE ADDITION ON THE REAR OF THE BUILDING HAS BROKEN MORTAR JOINTS DUE TO DETERIORATION. THE DESIGN AND CONSTRUCTION OF THE ADDITION IS CONTRARY TO THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.

FBC 117.2.1.2.4

CEILINGS AND ROOF DECKING ARE SAGGING DUE TO DETERIORATION CAUSED BY WATER INTRUSION OVER AN EXTENDED PERIOD OF TIME.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN DAMAGED BY WATER INTRUSION. ELECTRICAL MODIFICATIONS AND CIRCUIT EXTENSIONS WERE DONE WITHOUT PERMITS. ALL ALTERATIONS DONE IN THIS MANNER ARE DEEMED BY THE FLORIDA BUILDING CODE TO BE UNSAFE.

FBC 117.2.1.3.1

THE FOLLOWING ALTERATIONS AND INSTALLATIONS HAVE BEEN DONE WITHOUT PERMITS AND ARE PRESUMED AND DEEMED BY THE FLORIDA BUILDING CODE TO BE UNSAFE;

1. THE BUILDING HAS BEEN EXPANDED IN SIZE BY A LARGE ADDITION ON THE SOUTH.

2. DOORS AND WINDOWS HAVE BEEN REPLACED.
3. A WATER HEATER HAS BEEN INSTALLED.
4. PLUMBING FOR LAUNDRY FACILITIES HAS BEEN  
INSTALLED.
5. WIRING FOR WATER HEATER, LAUNDRY, AND  
LIGHTING IN THE ADDITION ON THE SOUTH.

FBC 117.2.1.3.2

THE BUILDING DOES NOT CONFORM TO THE STANDARD  
OF THE FLORIDA BUILDING CODE OR THE CODE IN  
EFFECT AT THE TIME OF CONSTRUCTION. THE  
BUILDING DOES NOT COMPLY WITH THE STANDARD OF  
THE FORT LAUDERDALE MINIMUM HOUSING CODE.

I'd like to show the Board some photographs.

[Inspector Strawn displayed photos of the property on the  
Elmo]

This is a front view of the property there on 13th Court.  
You'll notice the tarp, the blue tarp, which is most likely  
one that was given out after hurricane Wilma in 2005. These  
are some plumbing fixtures added to the addition at the rear  
of the property that was added without a permit.

MR. PHILLIPS: Do they tie into the sewer system or is  
that a Roman drain?

INSPECTOR STRAWN: I, this is part for the laundry  
facilities. I don't know whether the sewers go by there yet  
or if they have a septic system.

This is your addition on the south, and you have your broken windows. This is the large addition as it exists today. I took this photograph today. As you can see the windows either were not installed or have been removed, and it expands the footprint of the building to a large extent. It's wide open, allowing access to the building as it exists today. That's the shed in the rear yard, which is truly eye candy.

MR. PHILLIPS: Could be historical. Kind of looks like [inaudible]

INSPECTOR STRAWN: Here's another shot of the addition in the rear, and the broken awning window. This is the same stuff you already have seen. Oh yes, this is a shot from the west looking southeast. This is the large addition on the rear, large addition on the rear, and this is your front of your building. Just a normal air conditioner poked out of the window. That's not there now.

This is the condition of the inside of the building. As you can see the water intrusion has been there for a long time. You can see real deterioration. The soffit's falling apart here on the corner of the rear of the building.

This is the electrical installations where the washer and dryer and the water heater were located, crudely done. And also this is the method of construction used, you see a single carry stick. Can you see that? Yes, there it is, single

carry stick. The addition on the back wouldn't have met any code requirements and it would have to be removed anyway.

We're inside the area of the building that was formerly the carport that was enclosed, and you can see the loss of the ceilings. More water intrusion damage. Close-up of some of that damage. It must have been leaking for a while, probably even before the 2005 hurricane. And they've lost the ceilings. That's that same broken window in the back.

This is a method to try to control the water intrusion: tub full of water. Close-up of some of the damage. I think that plastic is some attempt to prevent water from coming in.

CHAIR KERNEY: Wayne, does the City pay you by the picture?

INSPECTOR STRAWN: I'm trying to avoid repeating the, some things you've already seen.

MR. PHILLIPS: Is there any respondent here? This is in foreclosure right?

MS. WALD: Yes.

MR. PHILLIPS: I'd like to make a motion, I think we've seen enough.

CHAIR KERNEY: Does the Board agree we've seen enough?

MS. HALE: Can I just one, one question? Wayne, did Lonnie Hill, when he was alive, did you bring this one before the Code Enforcement Board?

INSPECTOR STRAWN: No, I have no recollection of this particular property.

MS. HALE: Okay. The name just looked familiar.

INSPECTOR STRAWN: Yes, he owned a great deal of property in town.

MS. HALE: Oh, okay. Because I thought I had dealt with that name before.

INSPECTOR STRAWN: Yes.

MS. HALE: And I didn't know whether I could vote again on the same property. You think I can, okay.

CHAIR KERNEY: I'll accept a motion.

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

MR. HOLLAND: Second. Sorry.

CHAIR KERNEY: In a hurry to get out of here, aren't we? We have a motion for demolition and a second. Is there discussion on the motion? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed?



**8. Case: CE08071005**

[INDEX](#)

**Moses Spencer**

**1537 NW 4 Avenue**

MS. PARIS: Page eight, at the bottom, it's a new business case. CE08071005. The inspector is Wayne Strawn. The address is 1537 Northwest 4<sup>th</sup> Avenue. The owner is Moses Spencer.

We have service by posting on the property 8/4/08, advertised in Broward Daily Business Review 8/29/08 and 9/5/08.

We have certified mail to the owner returned "no such number." Certified mail American Commonwealth Investment Corporation signed by Jazz Ragoobir on 8/4/08. Certified mail to Barbara H. Johnson as registered agent for American Commonwealth Investment Corporation, signed by Jazz Ragoobir 8/4/08. Certified mail to Salomon Brothers Realty Inc. returned, "unable to forward." Certified mail to David L. Heilman returned. Certified mail tenant in possession returned "no such number."

INSPECTOR STRAWN: Wayne Strawn City Building Inspector. With regard to 1537 Northwest 4th Avenue, the violations that exist at the property are as follows:

FBC 117.1.1

THE GARAGE/ACCESSORY BUILDING AT THE REAR OF  
THE PROPERTY BUILT IN 1949 HAS BEEN

SUBSTANTIALLY DAMAGED BY THE ELEMENTS, DOES NOT MEET THE MINIMUM HOUSING CODE REQUIREMENTS, HAS BECOME A WINDSTORM HAZARD.

FBC 117.2.1.2.1

MANY BUILDING PARTS HAVE FAILED, INCLUDING BUT NOT LIMITED TO DOORS AND WINDOWS, CEILINGS AND THE ROOF STRUCTURE.

FBC 117.2.1.2.2

THE ROOF HAS COLLAPSED INTO THE STRUCTURE.

FBC 117.2.1.2.4

THE ROOF HAS COLLAPSED INTO THE BUILDING.

I'd like to show you these photographs.

[Inspector Strawn displayed photos of the property on the Elmo]

This is the building in question, this is taken from the back-to-back neighbor over his fence. The property is surrounded by a wooden fence and "Beware of dog" signs so that was as close as I could get to the building.

MS. HALE: You've got to pull it down. There.

INSPECTOR STRAWN: There we go. That's the building, and here is a better shot showing that there is no roof. The roof has collapsed into the building. And there's a close-up of that same condition the roof collapsed into the building.

MR. HOLLAND: I move.

INSPECTOR STRAWN: And that about shows us what's happened. I have personal knowledge of the building. In 1994 it was the property of a Mr. Eric Johnson, and it was being illegally rented out as an apartment. And he got a permit in 1994 to restore it back to a garage accessory storage building. And so I have been inside back at that time. Right now we're asking for a motion to demolish.

CHAIR KERNEY: Okay, in an effort not to be Druconian [sic] I'll accept a motion.

MR. PHILLIPS: Don't bloviate if you're on this Board. I'd like to move, I move we find 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 timely demolish. Such demolition to be accomplished by a licensed demolition contractor pursuant to City issued demolition permit.

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

MS. HALE: I'll second.

CHAIR KERNEY: Motion and a second. Is there discussion on the motion? Hearing none, all those in favor signify by saying aye.

BOARD MEMBERS: Aye.

CHAIR KERNEY: All opposed?

MS. PARIS: Page nine, Case CE08072072 has been heard. That concludes our agenda for the day. Thank you Board.

MR. PHILLIPS: Mr. Chair, could I ask one question of maybe Wayne or the others. Suppose you had the four walls or three walls with a tie beam and the, let's say the roof is deteriorating, is the Board capable of ordering that just the roof be removed, and then the four walls. Because there have been a couple of cases in which the building just stopped and they have the four walls with the tie beams and rebar.

Because I'm just wondering, a lot of these are foreclosures, and when the bank gets it back, if it could be a partial demolition just of the offending roof part without the concrete it may expedite or make faster, the bank to maybe sell it to someone who could put the roof trusses on it rather than have to demolish the whole thing. Is that possible Wayne?

INSPECTOR STRAWN: Well, the building has to meet the Florida Building Code. So most buildings wouldn't be approved as a freestanding four-walled structure or serve any purpose as, if you just demolish the roof structure.

MR. PHILLIPS: Right.

INSPECTOR STRAWN: If you read Chapter 117 in the Florida Building Code it shows how much latitude the Board has with

regard to orders. But at the same time, the Building Department is restricted by what will meet the Florida Building Code.

MR. PHILLIPS: I don't want to be too draconian.

MR. HOLLAND: Right.

MR. PHILLIPS: But I was just thinking of it because a lot of these foreclosures, that if it is something that you felt the building is still otherwise sound, it's not going to fall down, could the Board issue like phase one, get rid of the wooden debris that's rotted. When the bank takes it back they're going to try to sell it and it's just something that may get the property rehabilitated faster.

INSPECTOR STRAWN: The practical problem is of course like the Tansy Estate found, that most of the times it's going to be so expensive to save these buildings, may as well start afresh. That's what they found. It wasn't, what their building was value really, the cost to repair it was, cost a lot more than what the building would be worth when they were done.

MR. HOLLAND: Jack, I follow you on that question and I also share the concern for trying to conserve equity when able, but there are some dicey issues about the need for the roof rafters to actually assist in the engineer's design of the lateral strength for storm wind.

MR. PHILLIPS: Keeping it together [inaudible]

MR. HOLLAND: Possibly, and we've got to defer on the side of conservancy.

MR. BARRANCO: And you could ask a contractor, anytime they're building a building and you have walls up, until you get that roof tied in - you guys know - you've got to shore it, re-shore it, keep things safe so they don't blow over and hurt the workers that are there so. Yes, you need the roof.

MR. HOLLAND: Sometimes with tie beams -

SUPERVISOR BRADLEY: Also the concern here too is the safety part that the City looks at, that anytime you have walls that are sticking up and you have people who are undesirable to move into those four walls.

MR. PHILLIPS: It's attractive nuisance.

SUPERVISOR BRADLEY: And that's the problem right there. So as far as what you can do is the best thing that we like to see is just green grass there, so.

INSPECTOR STRAWN: I think Joe would confer too, weigh in on the fact that a freestanding wall, if you were going to build a 10-foot high freestanding wall to sustain the wind loads that are required by the code, it would have to be a lot stronger than the average wall that's on the side of your house.

CHAIR KERNEY: It would have to be about 10 by [inaudible]

MR. HOLLAND: But we do see tie beam construction that is incredibly substantial and we could probably continue this discussion [inaudible]

CHAIR KERNEY: Unfortunately, the members of the plumbers and Pipefitters Local 719 want to make sure that [inaudible] is in order.

MR. HOLLAND: Quick point of order. It's just a question. When we have a motion and a second and we get into discussion, can we keep it up here and only include the respondent if we ask for their position? Otherwise we're going to be here for hours on the stuff. It's to him? It's his discretion as Chair.

MS. WALD: For now. He is the Chairperson. [inaudible]

CHAIR KERNEY: At least through next meeting.

MR. HOLLAND: Okay.

MS. WALD: [inaudible] he is the Chairman of the Board and it is up to the Chairman of the Board, but of course the Board can also have, if it wants to adopt, if it's okayed by the City Commission, so nobody ever does it, their own rules and procedures.

MR. HOLLAND: Understood.

MS. WALD: But you have to go through that process. So again, the Chairman of the Board for now, Patrick [inaudible] can go ahead and look at that if [inaudible]

CHAIR KERNEY: I wanted to be remembered as a nice guy on my way out, yes so -

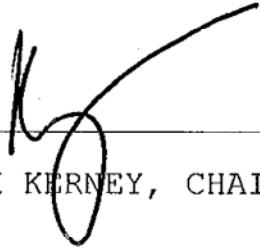
MR. HOLLAND: Good policy.

[Meeting concluded at 4:39 p.m.]



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BOARD CLERK



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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 September 18, 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 September, 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 25<sup>th</sup> day of September, 2008.

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

Notarial Seal:

