

CITY OF FORT LAUDERDALE  
 UNSAFE STRUCTURES BOARD  
 THURSDAY, APRIL 16, 2009 AT 3:00 P.M.  
 CITY COMMISSION MEETING ROOM  
 CITY HALL

Board Member	Attendance	Cumulative Attendance 10/08 through 9/09	
		Present	Absent
John Scherer, Chair [3:11]	P	4	2
John Phillips, Vice Chair [until 4:19]	P	5	1
John Barranco	P	4	2
Pat Hale	P	5	1
Hector Heguaburo [3:11]	P	4	2
Joe Holland	P	5	1
Thornie Jarrett [3:07]	P	6	0
Michael Weymouth	P	3	0

**City Staff**

Yvette Ketor, Clerk III  
 Lori Grossfeld, Board Secretary  
 Ginger Wald, Assistant City Attorney  
 Gerry Smilen, City Building Inspector  
 Burt Ford, City Building Inspector  
 Brian McKelligett, Administrative Assistant II  
 Dee Paris, Administrative Aide  
 Wayne Strawn, City Building Inspector  
 Jorg Hruschka, Building Inspector  
 Lindwell Bradley, Code Enforcement Supervisor  
 J. Opperee, ProtoType Inc. Recording Clerk

**Witnesses and Respondents**

CE09020239: Basil Phillips, Property Manager  
 CE07040050: Mike Richel, General Contractor  
 CE08010743: Peter Frommer, Attorney; Alejandro Clemente,  
 Broker  
 CE07050197: Anthony Catania, Owner  
 CE08081966: Alan Margolis, Owner  
 CE08111417: Stephanie Toothaker, Bank Representative  
 CE08092242: Jana Gray-Williams, Owner  
 CE08031555: Maria McCutcheon, Owner's Daughter; Margurite  
 McCutcheon, Owner

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<u>Case</u>	<u>Respondent</u>		<u>Page</u>
<b>1. CE09020239</b>	<b>John Casey Powell</b>		<a href="#"><u>4</u></a>
Address:	912 NE 17 Terrace		
Disposition:	30 days to demolish or the City will demolish. Board approved 8-0.		
<b>2. CE07040050</b>	<b>Stark Equity Group LLC</b>		<a href="#"><u>10</u></a>
Address:	1340 NW 19 Avenue		
Disposition:	Extension to the Board's May 21 meeting. Board approved 8-0.		
<b>3. CE08010743</b>	<b>Timothy Gonyer</b>		<a href="#"><u>13</u></a>
Address:	1210 SW 29 Street		
Disposition:	30 days to demolish or the City will demolish. Board approved 8-0.		
<b>4. CE07050197</b>	<b>Anthony &amp; Ana Marie Catania</b>		<a href="#"><u>17</u></a>
Address:	1636 NW 5 Avenue		
Disposition:	Extension to the Board's May 21 meeting. Respondent to bring design professional or his/her agent, and the contract the respondent has with the design professional. Board approved 8-0.		
<b>5. CE08081966</b>	<b>Great States Development LLC</b>		<a href="#"><u>28</u></a>
Address:	825 NE 17 Terrace		
Disposition:	30-day extension. Board approved 8-0.		
<b>CE08081974</b>	<b>Great States Development LLC</b>		
Address:	835 NE 17 Terrace		
Disposition:	30-day extension. Board approved 8-0.		
<b>CE08081993</b>	<b>Great States Development LLC</b>		
Address:	833 NE 17 Terrace		
Disposition:	30-day extension. Board approved 8-0.		
<b>CE08090732</b>	<b>Great States Development LLC</b>		
Address:	821 NE 17 Terrace		
Disposition:	30-day extension. Board approved 8-0.		
<b>6. CE08111417</b>	<b>Blair International, Inc.</b>		<a href="#"><u>32</u></a>
Address:	1637 NE 18 Avenue		
Disposition:	Two-month extension to June 18 <sup>th</sup> , and request securing of the property by fencing at the edge of the slab. Board		

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approved 7-0 with Mr. Scherer  
abstaining.

7. **CE080922425 Jana Gray-Williams** [52](#)  
Address: 512 NW 22 Avenue  
Disposition: 90-day extension. Board approved 8-0.
8. **CE08031555 Ivory D. McCutcheon Jr.** [61](#)  
Address: 2630 NW 21 Street  
Disposition: Case withdrawn from the agenda.
9. **CE08121108 Christopher & Melissa Christ** [78](#)  
Address: 646 NW 14 Terrace  
Disposition: 30 days to demolish or the City will  
demolish. Board approved 7-0.
10. **CE08121388 JACQUELINE EL ADM** [83](#)  
Address: 1005 SE 6 Street  
Disposition: 30 days to demolish or the City will  
demolish. Board approved 7-0.
11. **CE09010002 GARY ROCA** [87](#)  
Address: 1500 SW 20 Street  
Disposition: 30 days to demolish or the City will  
demolish. Board approved 7-0.

The regular meeting of the Unsafe Structures Board  
convened at 3:04 p.m. at the City Commission Meeting Room,  
City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Vice Chair Phillips chaired the meeting until he left at  
4:19.

All individuals giving testimony before the Board were  
sworn in.

**1. Case: CE09020239**

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**John Casey Powell**

**912 NE 17 Terrace**

MS. PARIS: Our first case will be a new business case on page 15 at the bottom. Case CE09020239. The inspector is Jorg Hruschka, the address is 912 Northeast 17th Terrace, the owner is John Casey Powell.

We have service by posting on the property 3/16/09, advertising in the Daily Business Review 3/27/09 and 4/3/09. Service by certified mail, as noted in the agenda.

[Chair Scherer and Mr. Heguaburo arrived at 3:11]

INSPECTOR HRUSCHKA: Good afternoon Board, Jorg Hruschka, Building Inspector, City of Fort Lauderdale, presenting the aforementioned case. I would like to take the opportunity to enter a couple of pictures into evidence for the case that I started, or inspected on February 5, 2009, and I forwarded the Violation Notice on February 6 of 2009 to the City Attorney's office.

Also I have with me here Mr. Basil Phillips, who is representing the owner of the property and they actually just signed a contract to demolish on their own volition. Just wanted to make sure that we get an order to demolish and that the owner proceed with that.

MR. PHILLIPS: Well, can that - Madame City Attorney, if there is an agreed order on demolition by the owner, can that

be read in as a consent, or is that something that the owner has to pay for themselves?

MS. WALD: No, that cannot be read in as consent. It sounds, what I just heard is that - Ginger Wald, sorry, Assistant City Attorney - sounds like the, Mr. Hruschka has just requested to proceed with the case and to move forward and obtain an order from the Board pursuant to his case. If you make the findings of fact, and so do order that the property be demolished it sounds like he wants to proceed with his case but was just providing you the advance information as to who was here and the information that was provided to him by that person.

[Mr. Jarrett arrived at 3:07]

MR. PHILLIPS: I thought he said that the owner agrees to an order to demolish it.

MS. WALD: But the owner's not here. It doesn't -

MR. PHILLIPS: He's the owners representative.

MS. HALE: Do we have a contract or something with that gentleman?

MR. PHILLIPS: We haven't heard yet.

MS. WALD: Alright, [inaudible] proceed with your case.

INSPECTOR HRUSCHKA: Yes, we just would like to present the case. I just took the opportunity, since we're still loading the pictures, to just inform you of his presence here and what we had talked about.

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

INSPECTOR HRUSCHKA: Actually, just, if you look at the screen [inaudible] can see there are some structural details on this here, wow. It's basically a little guesthouse in the back of the property. It has been damaged by the hurricane. Two of the walls, one on the east side and the one on the south side, are structurally severely damaged. You can see here now the roof joist sticking out.

There's a little parapet wall that's already disintegrating from the south, that would be the southwest angle. It's the same corner again on this picture here. Get another detail for the roof rot on the roof section. Here's a full-fledged picture, if you'd look, can you see me with the finger too? I mean, if you see that -

MR. BARRANCO: [inaudible] the finger.

INSPECTOR HRUSCHKA: If you look at the center of the picture, you're going to see a large section of dry rot that's already behind the stucco where the whole thing is coming on, it shows severe structural damage of the wood structure behind it. Here's a picture from the top. On the bottom left corner, you see the roof repair under that section is all that rot, dry rot that we just indicated prior. Again, detail of the dry rot on the east wall.

MR. PHILLIPS: Okay.

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INSPECTOR HRUSCHKA: And, anyway, the gentleman is here to speak on behalf -

MR. BASIL PHILLIPS: Basil Phillips. We're asking for 30 days. We've entered into a contract with a licensed contractor to pull the permit to demolish the property as so specified by the City so -

MR. HOLLAND: Could you please speak into the microphone closer? We might need to raise it there. Thanks.

MR. BASIL PHILLIPS: Okay, thank you. We're basically asking for 30 days so that we can demolish the property. We have a licensed contractor who's going to pull the permit and address the issue at hand.

MR. PHILLIPS: Okay, so you will be demolishing.

MR. BASIL PHILLIPS: That's correct. Yes sir.  
[inaudible]

MR. PHILLIPS: Okay, anybody like to make a motion?

MS. HALE: And do you have a contract with the owner?

MR. BASIL PHILLIPS: Yes, that's correct.

MS. HALE: With you?

MR. BASIL PHILLIPS: I brought to it as evidence, yes. I gave it to Mr. - I want to miss pronounce his name - but he has a contract; he has a copy of the contract.

MS. HALE: Okay.

MR. PHILLIPS: Anyone like to make a motion?

MS. HALE: Yes. I move that we find that the violations

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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.

MS. PARIS: I need to break for just a second. We need to introduce the NOV into evidence as the actual violations. So if you'll -

MR. PHILLIPS: Yes, he's going to - Mr. Hruschka?

MS. PARIS: - hang on just one second, we're going to get you a copy of the end of the NOV.

INSPECTOR HRUSCHKA: Here's a copy of the NVS Exhibition One.

MR. PHILLIPS: It will be received as evidence. Mr. Hruschka?

INSPECTOR HRUSCHKA: Yes sir?

MR. PHILLIPS: In this case: CE09020239, the violations exist as alleged?

INSPECTOR HRUSCHKA: Yes.

MR. PHILLIPS: Okay. Can we have a motion and a second?

MR. BARRANCO: I'll second that.

MR. PHILLIPS: Okay. All in favor?

BOARD MEMBERS: Aye.

MR. PHILLIPS: All opposed? Motion carries.



Ladies and gentlemen, at this point I'd like to cede my Chairperson's position to Mr. Scherer, the real Chairperson.

MR. WEYMOUTH: I really enjoy the power though.

MR. PHILLIPS: But, in fact, we have probably the fullest Board I've ever seen here. I wonder if we just go down the line and introduce yourself and tell us, the audience what you do.

MR. HEGUABURO: Hector Huguaburo, general contractor.

MR. JARRETT: Thornie Jarrett, electrical contractor.

MR. BARRANCO: John Barranco, architect.

MR. PHILLIPS: John Phillips, I'm an attorney, also a real estate broker.

MR. HOLLAND: Joe Holland, civil engineer, and structural.

MS. HALE: Pat Hale, real estate agent.

MR. WEYMOUTH: Mike Weymouth, general contractor and real estate agent.

CHAIR SCHERER: John Scherer, the attorney on the Board.

MR. PHILLIPS: Mr. Scherer, I invite you back to the center seat.

CHAIR SCHERER: No, no, no, you sit right there; you're perfect.

MR. PHILLIPS: I may have to leave early though. Okay.

CHAIR SCHERER: Okay.

**2. Case: CE07040050**

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**Stark Equity Group LLC**

**1340 NW 19 Avenue**

MS. PARIS: Sorry, our next case will be an old business case on page one at the top. Case CE07040050, the inspector is Wayne Strawn. The address is 1340 Northwest 19th Avenue, the owner is Stark Equity Group LLC.

We have service by posting on the property 4/6/09 advertising in the Daily Business Review 3/27/09 and 4/3/09. We have service by certified mail, as noted in the agenda.

This case was first heard at the 2/19/09 USB hearing, at that time the USB Board granted a 30-day extension to the 3/19 USB hearing, with the stipulation the owner return with written detailed proposals from his general contractor, his architect, his engineer, with their plan for rehabilitation.

At the 3/19 USB hearing the Board granted a 20-day, 28-day extension to the 4/16/09 USB hearing with the stipulation the respondent return with written, detailed proposals from his general contractor, architect and engineer with plans ready to be submitted to the City.

MR. RICHEL: Hi, I'm Mike Richel, general contractor, Richel Construction, and I've been contracted to fix this mess. I guess, I don't have sealed drawings, I do have some partials. They should be sealed and ready for permit by next Friday and I have a, but I forwarded to Inspector Strawn a

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copy of my contract with the owner and a letter to Inspector Strawn detailing who I am and what I'm doing. And basically what I need today is an extension for a week so I can get the plans into process and then I can give him the process number.

I examined the property; it's got several issues which are detailed. It doesn't appear to be unsafe to me. I feel pretty confident that we can rebuild it, and that's why the plans are being drawn as opposed to demolition.

MR. PHILLIPS: Do you have a, so you have a written contract with the owner?

MR. RICHEL: I do.

MR. PHILLIPS: Okay. And it's been signed, sealed, delivered between you?

MR. RICHEL: Yes.

MR. PHILLIPS: How about with an architect and an engineer?

MR. RICHEL: Yes. I don't have a written contract, but I have a letter from Graham Gerald's the architect, stating that he's working on the plans.

MR. PHILLIPS: How about an engineer? There was an engineering group, wasn't there?

MR. RICHEL: I don't believe we're going to need one. If we do, the architect will recommend it.

MR. PHILLIPS: Mr. Strawn, are you satisfied that the respondent has done what they're supposed to do in terms of

going forward?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. Yes, I believe the, there's demonstration of some aggressiveness on the part of the owner to actually resolve these issues.

MR. PHILLIPS: Do you have any opposition to a 30-day extension?

INSPECTOR STRAWN: No I don't.

MR. PHILLIPS: Any comments, questions or motions?

MR. HOLLAND: I move that we grant the requested extension of approximately 30 days to the May date of May 21<sup>st</sup>.

MS. HALE: I'll second.

MR. PHILLIPS: Oh no, for extension, okay. Alright, motion's been made and seconded; any further discussion? There being none, all in favor?

BOARD MEMBERS: Aye.

MR. PHILLIPS: All opposed? Good luck. Thank you.

MR. RICHEL: Thank you. Do you want this paperwork for your file?

MR. PHILLIPS: I don't think we need that, do we Madam attorney?

MS. WALD: No.

MR. RICHEL: Okay. Thank you very much.

**3. Case: CE08010743**

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**Timothy Gonyer**

**1210 SW 29 Street**

MS. PARIS: Our next case will be an old business case on page two at the bottom. Case CE08010743, the inspector is Gerry Smilen. The address is 1210 Southwest 29 Street. The owner is Timothy Gonyer.

We have service by posting on the property 4/1/09, advertising in the Daily Business Review 3/27/09 and 4/3/09. Service by certified mail, as noted in the agenda.

This case was first heard at the 11/20/08 USB hearing. At that time the Board granted a 30-day extension to the 12/18 USB hearing. The 12/18 USB hearing was canceled, the case was rescheduled for 1/15/09. At the 1/15/09 USB hearing the Board granted a 60-day extension to 3/19/09 hearing with the stipulation the owner return to inform the Board of the plans for the property, the property must be secured within five days to Inspector Smilen's satisfaction, the order was recorded.

At the 3/19 USB hearing the Board granted a 28-day extension to the 4/16 USB hearing with the stipulation for the respondent to return with either proof of progress towards demolition of the property or a contract from an architect or engineer stating he/she has been retained to rehab the property. Violations as noted in the agenda.

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MR. FROMMER: Good afternoon, Peter Frommer here on behalf of US Bank. I was here last month as well. I have with me today a representative from GMAC, the property management company. Alejandro Clemente will speak in a moment.

We spoke with the client this morning; they have made the decision to demolish the property, and, given the amount of violations and estimate to repair, I've brought with me and we've shown to the inspector a bid estimate from Multi-Tech Building Technologies for the demolition. They've have agreed to engage this company to do the work. I don't know exactly how long the process is to get the permits, but Mr. Clemente can speak to that as well.

MR. CLEMENTE: Okay, basically, the bank has agreed to demolish the house. We are expecting a contract with Multi-Tech Building in one week, so [inaudible].

MS. HALE: Gerry, I assume this is a licensed demolition company. We really can't, it's kind of all fuzzy.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector for the City of Fort Lauderdale. According to this proposal they are a registered, licensed contractor. The City would absolutely have no objection to them demolishing the building themselves.

MS. HALE: Okay.

INSPECTOR SMILEN: The , actually, right now the building does stand vacant; the squatter has left the premises, who was

in the back building.

MS. HALE: I'd like to make a motion.

MR. PHILLIPS: Pat.

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

MR. FROMMER: Is the 30 days, 30 days from the issuance of the permits or 30 days from today? Just to be clear, I'm not sure on this one.

MR. PHILLIPS: We have a motion, is there a second?

CHAIR SCHERER: Second the motion.

MR. PHILLIPS: Any discussion? And yes, you had a question, does the 30-day start from, starts from today I believe, right [inaudible]?

MR. FROMMER: Yes. The thirty days that the Board has ordered, does that start today?

MR. PHILLIPS: Yes.

MR. FROMMER: So if there's a problem with the permits or something like that, just address that with a motion with the Board.

MR. PHILLIPS: Well, I suggest you bring a hearing before

hand.

MR. FROMMER: Right, for the -

Mr. PHILLIPS: Or with Gerry, and bring that to his attention because it's the City's motion, I believe. And he can come in here and you can appear again, request further time.

MR. FROMMER: Okay.

CHAIR SCHERER: If you have to get a permit, if you're really, in fact, getting a permit, you'll be able to get it before the City will get theirs.

MR. FROMMER: Okay, perfect.

MR. PHILLIPS: Just for the record, should we have Gerry announce the number and the violations exist?

MS. HALE: It's an old case.

MS. PARIS: It's an old business case, so it's already been presented.

MR. PHILLIPS: Okay. I saw you jump up and I was wondering -

MS. PARIS: Right well, I was making sure, no-no it was something else.

MR. PHILLIPS: Okay the motion has been made and seconded, any further discussion? All in favor?

BOARD MEMBERS: Aye.

MR. PHILLIPS: All opposed? Motion carries.



**4. Case: CE07050197**

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**Anthony & Ana Marie Catania**

**1636 NW 5 Avenue**

MS. PARIS: Our next case will be on page nine.

MR. PHILLIPS: Page nine?

MS. PARIS: Page nine. This will be a new business case. Case CE07050197, the inspector is Wayne Strawn. The address is 1636 Northwest 5<sup>th</sup> Avenue. The owners are Anthony Catania and Ann Marie Catania, formerly known as Ana Marie D'Aulerio.

We have service by posting on the property 3/10/09 advertising in the Daily Business - excuse me - Daily Business Review 4/3/09. We have service by certified mail, as noted in the agenda.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. The violations exist as noted on the Notice of Violation. I'd like to give the Board the City's exhibit, which provides a copy of the violations as they exist on the agenda and also the remedial action of demolition as requested by the Board.

The violations, very, pretty much of a simple cut and dried case. I'd like to show you an aerial photograph.

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

The, highlighted in red is the building in question. The addition on the east side of the building has been done without a permit. And this is an aerial photograph from 2006.

This is the building aerial photograph from 2005, when it was a simple single family without a large addition on the east side of the property. And here's a little bit better aerial photographs of what we're looking at today.

This is facing from the south, and you can see the south exposure of the new addition. This is from the east. You can see the built-up roof on the new addition. The purpose was to turn this building into a duplex. This is from the west, you can see the east addition and this is from the north, which shows the addition on the left.

The, this is the front view of the building, which surely doesn't show the violations that we're talking about, but gives you an idea that it's a very attractive building from the front of the, from the street side. There's a separate Code Enforcement case with regard to the pavers put in without a permit, etcetera. And this is the original meter, here you have a single, single meter for a single family and some view of the addition.

The City first gained knowledge of this when the tenant which resided in the rear complained about the power because she evidently was paying for the power for the entire building, that would be the front occupants as well as her own. And it led to an investigation by the code officer which finally led to me coming to the property and doing this investigation.

The City is requesting a order to demolish. The idea that whoever built this, that they would know the Florida Building Code and build this according to code seems rather remote. No inspections were done, no footing inspections, no, no inspections period. So, we have no way of knowing that anything here, starting with the first termite inspection, was done properly. The City's asking for an order to demolish.

MR. PHILLIPS: Hear from the respondent. Your name sir?

MR. CATANIA: My name's Anthony Catania. I'm the owner along with my wife. We hired our tenant, who said, who's supposedly a contractor, while we were in Georgia. He told us everything was going fine. We paid about \$125,000 for all the renovations in the home and the addition.

We were living in Georgia. We just came back several months ago and we got a certified letter less than 30 days ago. We had no idea any of this was going on. Our tenant who lives in the front is related to the one in the back. They're family and they were having disputes. I'm assuming that's the issue, why she ended up calling. She works, she does something for the City, I'm not exactly sure what she does.

MR. PHILLIPS: The one in the front or the back?

MR. CATANIA: The back, it's just a bedroom in the back. It's not really like, it's not a duplex. It's a four-bedroom home and they rent a bedroom in the back. What the contractor did for us was, he, instead of having -

MR. PHILLIPS: The most expensive bedroom I ever heard of.

MR. CATANIA: Well, he did everything, he did a lot of work in the home for us. And the pavers, he hired Paver Max to do that. They're a, we did do that to see if they were licensed, and it's a licensed company here in Fort Lauderdale. I was a little shocked to hear that there was not a permit for that.

All we're asking for is just a little bit more time. We went twice with an engineer, Jim Bushouse, he's based out in Delray, and tenants had changed the lock, so we weren't able to enter the premises on two occasions. We went ahead with the eviction process and what we're trying to do is get them out at the end of the month so we can go ahead and have an engineer take a look at the property to see if everything's been done okay and according to code.

That's all, we're just asking for is a little bit of more time, and if the City would consider if it is a safe structure, not to have it demolished.

MR. PHILLIPS: Any questions Board?

MS. HALE: Yes, Wayne? What type of zoning is this?

INSPECTOR STRAWN: It's RD-15. So there is, and it is a large lot, so there is a potential to make it a duplex. But of course you'd have to have, electrical would have to be upgraded, you'd have to have separate meters, separate

distribution panels for the electric. You'd have to probably bring in a larger, larger water, for it to supply the correct pressures and everything.

It would be a lot easier if you were trying to make it legal to go with another bedroom. But I think it's going to be difficult because if the folks who built it lied about being a contractor then they probably don't know anything about the building code either. But certainly I wouldn't be opposed to him letting an engineer look at it. It doesn't hurt to look.

MR. CATANIA: We don't wish to have it as a duplex if it; we just want it as a fourth bedroom.

MR. MCKELLIGETT: Speak into the microphone.

MR. HOLLAND: Microphone.

MR. CATANIA: I'm sorry. We don't wish to have it as a duplex, we just want it as a regular standard four bedroom house, which is what we thought we were just getting. The tenant took it -

MS. HALE: And who's living there now? Are you in there now or is there a tenant?

MR. CATANIA: No ma'am, we just moved back from Georgia, yes.

MS. HALE: Oh.

MR. CATANIA: The tenant took it upon herself to actually rent out the back to, I think it's her sister's husband or her

brother and his wife, something like that. But they'll be out on the first and then we can get in there with an engineer and see if everything's done according to code. And if not, we're willing to do whatever it takes to get it up to code and safe.

CHAIR SCHERER: So, were you living in Georgia when they were doing the construction?

MR. CATANIA: Yes sir, yes sir, we were in Atlanta.

MR. PHILLIPS: You never came down here to -

MR. CATANIA: Yes we did, we came several times. Everything looked great, he showed us what was going on, we were really excited. The place looked beautiful, completely different than when we bought it.

CHAIR SCHERER: Did you -

MR. CATANIA: Everything looked great like this tile work looked good. He changed the kitchen cabinets, like all the crown molding and everything looked perfect. He really looked like he knew what was, what he was doing and he was charging us enough so we thought it was legit. I know it sounds stupid, but it's just, we really didn't have, my parents weren't here to help and -

MR. HOLLAND: What we're looking for is very concerted effort and commitment to have the engineer in there. He's got to open up walls, dig around slabs, it's quite a job to certify after the fact. I'm inclined to look at 30 days, and very little more than 30 days to see you move on that. And

with the time you say about getting the tenants out, that sounds feasible.

MR. CATANIA: Okay.

MR. HOLLAND: But you've really got to commit yourself to the design professional and have a contract, and then, I guess a summary opinion on whether it's capable of being brought up to code.

MR. CATANIA: We're into the house for just over 450; I don't want it to go to waste, so were willing to do whatever it takes to get it safe.

MR. WEYMOUTH: Did you enter into a contract with the contractor?

MR. CATANIA: Our contractor, not only, he's just gone. Our contractor is gone, phone's disconnected, he's just gone.

CHAIR SCHERER: Did he have a company? Do you know who he, personally, do you know who he, they are, where they are?

MR. CATANIA: Yes, he did have, yes, he had, he looked totally legit.

CHAIR SCHERER: Did he have a general contractor's -

MR. CATANIA: [inaudible] flyers, he had business cards.

CHAIR SCHERER: Did he have a general contractor's license?

MR. CATANIA: He showed me something which -

CHAIR SCHERER: Have you looked online to see if he had a general contractor's license?

MR. CATANIA: No, I didn't do that.

CHAIR SCHERER: You should do that.

CHAIR SCHERER: I just, when we weren't able to get ahold of him and my Dad's friend, he's an attorney, he just told me that he's gone. And since we weren't able to find him, he tried looking for him.

MR. JARRETT: Wayne, I have a question for you. Two questions. The addition is how many square feet, approximately?

INSPECTOR STRAWN: It appears from the aerial photographs that it almost doubles the size of the original small house.

MR. JARRETT: And have you been inside?

INSPECTOR STRAWN: No, I have not.

MR. JARRETT: Have you been up close to the structure?

INSPECTOR STRAWN: Yes, but I haven't been able, I can't, I can't tell anything.

MR. JARRETT: What kind of workmanship did you see?

INSPECTOR STRAWN: Well, he had a good stucco man.

MR. JARRETT: But that's all you could see?

MR. PHILLIPS: [inaudible] life safety issues Wayne? Life Safety [inaudible].

INSPECTOR STRAWN: Not that I can tell.

CHAIR SCHERER: What's under the stucco, block or wood? Do you have any idea?

MR. CATANIA: Block. I saw them building, block.



CHAIR SCHERER: Is there any rebar.

MR. PHILLIPS: Alright, do we have any motions?

MR. BARRANCO: I'd actually be inclined to give them more than 30 days. The last time I saw somebody get evicted it took a long time. I'm thinking -

MR. CATANIA: We started it last week.

MR. BARRANCO: [inaudible] quite a few weeks.

MR. HOLLAND: My concern is I want to see these commitments from the design professionals. We've seen where people go round about, and without taking the first correct step, it's just going to go on into hurricane season and be a hazard to others.

MR. PHILLIPS: Anyone who want can make a motion more than 30 days?

MR. BARRANCO: Well, in that case, I'll go 30 days because I'd like to see some progress in 30 days. I'd get [inaudible] -

MR. HOLLAND: And that's my intent.

MR. PHILLIPS: Motion has been made, any seconds?

MR. HOLLAND: Well, I'll go ahead and make it now. I move that we grant extension of 30, approximately 30 days to the -

MS. PARIS: This is a new business case - I'm sorry to interrupt - this is a new business case.

MR. HOLLAND: Okay, oh, thank you. I move that we grant

an extension for this case to the May date of the 21<sup>st</sup> with the stipulation that we see a committed effort on the part of retaining a design professional to assess the feasibility of bringing this structure up to code in some capacity.

MR. PHILLIPS: Motion's been made, any seconds?

MR. JARRETT: Second.

MR. PHILLIPS: Any discussion?

CHAIR SCHERER: Can you bring your architect or engineer to the next meeting after he's gone out to look at the project?

MR. CATANIA: Sure. I don't think he would have any -

CHAIR SCHERER: Okay. Also maybe some interior pictures of the house?

MR. CATANIA: Sure.

CHAIR SCHERER: I don't know if you can get in there though but, I don't really know what -

MR. CATANIA: Yes, they're going, we're hoping to have them out within the next three-and-a-half weeks so -

MR. PHILLIPS: Alright.

MR. HOLLAND: I can alter the motion.

MS. PARIS: Is that a friendly amendment to the motion? I'm just asking.

CHAIR SCHERER: Yes, well, I'm just kind of discussion for the Board to listen to.

MR. HOLLAND: I'd be agreeable to amend the motion to

include at the next hearing the design professional's presentation as a requirement.

MR. JARRETT: And I second it again.

MS. PARIS: Is that letter or attendance?

MS. HALE: No?

MR. PHILLIPS: You want the architect or engineer here in person or by letter?

CHAIR SCHERER: In person.

MS. HALE: No, in person.

CHAIR SCHERER: To talk to, to ask questions.

MR. CATANIA: That's on the twenty-first?

MS. HALE: Yes.

MR. CATANIA: It just occurred to me, I'm not sure if he has that already scheduled. If not, should we, can we reschedule or is it mandatory that, I mean, I'll do everything that I can to get him here.

MR. WEYMOUTH: [inaudible] office? Is he a one-man [inaudible]

MR. CATANIA: Okay, so as long as even if there's a representative.

MR. WEYMOUTH: Yes, someone knowledgeable with the case.

MR. CATANIA: Okay.

MR. HOLLAND: And include the written contract that you have with them.

MR. CATANIA: Okay.

MR. PHILLIPS: Okay, second that friendly amendment.

MR. JARRETT: Yes.

MR. PHILLIPS: Okay. All in favor say aye.

BOARD MEMBERS: Aye.

MR. PHILLIPS: Opposed? It being unanimous, motion carries.

MR. CATANIA: Thank you very much.

MR. PHILLIPS: Good luck Mr. Catania. I guess what he's, you know, just like the case a few ahead of you, we wanted, the gentleman came in with a contract to show that you're seriously pursuing getting an after-the-fact permit.

MR. CATANIA: Yes.

MR. PHILLIPS: Between engineering, and the footer and the plumbing and the electrical, it's like you're building a new home, so you really need to act quickly on this.

MR. CATANIA: Okay.

**5. Case: CE08081966**

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**Great States Development LLC**

**825 NE 17 Terrace**

**Case: CE08081974**

**Great States Development LLC**

**835 NE 17 Terrace**

**Case: CE08081993**

**Great States Development LLC**

**833 NE 17 Terrace**

**Case: CE08090732**

**Great States Development LLC**

**821 NE 17 Terrace**

MS. PARIS: Our next respondent actually has four cases. We'll start on page four. I presume you want to read them all in at the same time, it's Great States again. The first one is Case CE08081966. The inspector is Burt Ford, the address is 825 Northeast 17th Terrace, the owner is Great States Development LLC, care of Margolis Enterprises.

The service and posting is the same on all of them, so I'll go ahead and I'll read all the case numbers in. Case CE08081974, the address 835 Northeast 17th Terrace on page five. On page six, Case CE08081993, the inspector is Burt Ford, the address is 833 Northeast 17th Terrace. And on page, and at the bottom of page six, Case CE08090732, the inspector is Burt Ford, the address is 821 Northeast 17th Terrace. The owner on all properties is Great States Development LLC, care of Margolis Enterprises.

Posting and certified mail as noted in the agenda, violations as noted in the agenda. This case was first scheduled for the 12/18/08 USB hearing. The 12/18 USB hearing

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was canceled due to lack of a quorum. The case was rescheduled for 1/15/09. At the 1/15/09 hearing the Board granted a 30-day extension to the 2/19 hearing. At the 2/19 hearing the Board granted an extension to the 3/19 hearing. At the 3/19 hearing the Board granted a 28-day extension to the 4/16 USB hearing with the stipulation for the respondent to return with his final permits issued.

MR. PHILLIPS: You have the permits?

MR. MARGOLIS: Almost.

MR. PHILLIPS: Oh God.

MR. MARGOLIS: Hi, I'm Alan Margolis, I'm the owner of Great States and this property.

MR. PHILLIPS: Properties.

MR. MARGOLIS: Properties, yes. It appears we're very close. At this point I've got all four, all four permits signed off and approved on all items except plumbing, and I have those sewer cap inspections scheduled for all four for tomorrow. So, that being the case, we should be, I think that's the last item that we have to get approved, but I did run into a contractor problem.

Our contractor is not registered in Fort Lauderdale or Broward County, and they're not responding to our calls so I just told Mr. Ford I am now looking at some of the other quotes and contracts that we had prior to selecting this guy. So I guess we'll have to do a change of contractor, but we

should be able to, and that contractor will pick up the permit when it's issued. So -

MR. PHILLIPS: Mr. Ford?

MR. BARRANCO: I've got a question. Once these permits are applied for, don't these cases go away? Or is it once it's issued? I was always under the impression once it's applied for the case is dismissed, no?

INSPECTOR FORD: Issued, I believe.

MR. BARRANCO: Issued? Okay.

INSPECTOR FORD: Issued. Because anybody can apply for anything and let it just sit there. It happens all the time.

MR. WEYMOUTH: If you're going for a sewer cap inspection tomorrow, haven't the permits been issued in order for that inspection to take place?

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale. In order to get a demo permit, the sewer cap final has to have been passed. So, there's where we are. He, I know he has had trouble because actually I called him and, yesterday, and spoke to him because the City Attorney's office called me telling me that there was a problem with his contractor and that the contractor he hired actually used somebody else's number to pull the permit, so they were pretty much putting a hold on it right then and there. And he confirmed that when I called him.

MR. PHILLIPS: Is there any problem with 30 more days?

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INSPECTOR FORD: No. In my opinion, he's moving forward, he's run into a little stumble block. He does have a sewer cap inspection tomorrow. No oppositions.

MR. PHILLIPS: Okay, on cases CE08081966 and CE08081974, CE081993 and CE08090732, anyone like to make a motion on all four?

MS. HALE: You want me to? Okay. I move that we give you a 30-day extension, and come back with the remains and the rubble in your hand.

MR. PHILLIPS: No, just the permit.

MR. MARGOLIS: If the permit's issued prior to that, do I have to come back?

MR. PHILLIPS: No. We have a second?

MS. HALE: No.

MR. BARRANCO: I Second.

MR. HEGUABURO: Second.

MR. PHILLIPS: Alright. Any further discussion? There being none, all in favor say aye.

BOARD MEMBERS: Aye.

MR. PHILLIPS: All opposed?

MR. MARGOLIS: Thank you very much.

MR. PHILLIPS: Being unanimous, the motion carries in all four cases.



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**6. Case: CE08111417**

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**Blair International Inc.**

**1637 NE 18 Avenue**

MS. PARIS: Our next case will be at the bottom of page ten. This is a new -

MR. PHILLIPS: What page is that, ma'am?

MS. PARIS: Page ten. This will be a new business case at the bottom. Case CE08111417, the inspector is Jorg Hruschka, the address is 1637 Northeast 18th Avenue, the owner is Blair International Inc.

We have service by posting on the property 3/9/09, advertising in the Daily Business Review 3/27/09 and 4/3/09. Certified mail, as noted in the agenda.

INSPECTOR HRUSCHKA: Jorg Hruschka, Building -

MR. BARRANCO: All this new technology.

MR. PHILLIPS: Would you like to give us the NOV for the record?

INSPECTOR HRUSCHKA: Yes sir.

MR. PHILLIPS: That shows the violations exist as alleged.

INSPECTOR HRUSCHKA: Yes sir. Jorg Hruschka, City of Fort Lauderdale Building Inspector, presenting case CE08111417. Site out of 1637 Northeast 18th Avenue. I first inspected the property on 12/22, at the time, the following violations were cited. I submitted to you the NOV that

reflects the violations. The notice of violation was then sent out on 1/15/09. I posted an NOV at the property at 3, I'm sorry, it was sent out on 3/5/09, and I posted it on the site at 3/9/09. No contact was made from the owner. I have not seen anything or heard anything since then, and the last work that was done at the site was on July 2<sup>nd</sup>, 2007. And this is basically the only evidence we have. I showed it, stopped by yesterday and confirmed that it looks the same way as it did two years ago.

MR. PHILLIPS: This was originally a Glen Wright project?

INSPECTOR HRUSCHKA: One of them, yes.

MS. HALE: Yes.

MR. PHILLIPS: And who is, is this the attorney for the respondent behind you?

MS. TOOTHAKER: Good afternoon. My name is Stephanie Toothaker, I'm with the law firm of Ruden McCloskey. I do not represent Blair International or Glen Wright. I represent the bank.

MR. PHILLIPS: Wachovia?

MS. TOOTHAKER: Wachovia, correct.

MR. PHILLIPS: What's their position?

MS. TOOTHAKER: Their position is, we're really trying to get this foreclosure action moving so that we can, we've got, I've actually provided to the City Attorney, Ginger Wald, a list of all of the properties that Glen Wright financed

through Wachovia. There's actually more than just this one. This is probably just the first one. If you've seen others before, I don't know, but there's probably about 23 of them.

We do not have the right to enter onto the property, as you know, in a foreclosure action until we own the property, but we are trying to preserve the assets. We're asking that you don't issue any demolition orders while we're trying to move forward on the foreclosure action.

MR. PHILLIPS: Mr. Hruschka, is there any danger on this property in this condition?

INSPECTOR HRUSCHKA: Well, we have exposed rebars of the corners which have been covered up, but even one of our inspectors yes, has been gored by just a rebar like that. Mr. Wayne Strawn was hurt by that, so therefore I do, would request that we go forward with demolishing the property.

MR. PHILLIPS: Could someone take this over and get a new permit and build on top of what's there with the rebar?

INSPECTOR HRUSCHKA: I don't know about the structural integrity of the rebar itself. It should be determined by an engineer if what's there on site right now is still acceptable. If so, then I don't think there should be any issues to continue with the as-built plans.

MR. HOLLAND: I'm sorry, I might have missed this. Was, did you investigate the permit for the slab pour? Is that, was that satisfactory?

INSPECTOR HRUSCHKA: Well, it was [inaudible] up to this date, and the last inspection was done in '72.

MR. HOLLAND: How about fencing as a safety option because it's a hazard to kids? Even with the rebar caps it can, they can come off and kids play.

INSPECTOR HRUSCHKA: That would be something that you might require. I'm requesting that we demolish.

CHAIR SCHERER: I can't vote on it.

MR. PHILLIPS: No one's here though.

MS. TOOTHAKER: Believe me, I'd love to see it fenced. I mean I, unfortunately we don't even have the right to do that; we don't have the right to do anything while the litigation is pending.

MR. WEYMOUTH: How long do you think it's going to take to resolve the case?

MS. TOOTHAKER: Oh gosh, I don't know. I mean I, what I would be happy to do is come back every time the Board meets and give you a status update on the foreclosure. I looked into it today, I asked the litigators that are handling it and they said we just don't know. As you can imagine, the courts are clogged and foreclosure is something that is just overwhelming the courts right now.

MR. PHILLIPS: Isn't there an intermediate emergency petition that you could go in for to preserve property with the judge and get permission, since it looks like GMAC's,

Wachovia's going to get it back anyway. Maybe something that is going to be this deluge, you may want to, before coming for this Board dozens and dozens of times, use that motion on an 845, to get the court to permit that.

MS. TOOTHAKER: I am not a litigator, but I would be more than happy to speak to our litigators and even ask them to come and speak to you on that issue. I'm sorry, Ginger.

MR. PHILLIPS: There might be something right in the mortgage that they can come in ex parte and get a [inaudible]

CHAIR SCHERER: Ginger, I have a question. I can't vote on this but can I still comment on -

MS. WALD: Yes.

CHAIR SCHERER: Okay. Just a general comment, for all of these. We've got a, these are going to be coming up a lot; they're all around our neighborhood. A lot of potential developers or somebody that's going to improve the neighborhood, this slab is a lot of money to do what they've done thus far.

To tear it out is just a loss, I mean it's, it doesn't serve whoever's going to go back and redo this and it's also doesn't serve, I understand being a neighbor across the street, I'd probably not very happy with it but, it's going to be an empty lot and this slab might make or break the difference between someone coming in and saying well, I can build the rest of this house and use the slab for what it is

versus not buying the property at all. So -

MR. PHILLIPS: I think brother Scherer makes an excellent point. That might come under the bullet points of the City Commission that you were telling us about earlier. And there's another thing, the City has about three or four million dollars federal funding they're talking about building homes and things and I was going to, I had the thought, listening at the last City Commission, that maybe some of the properties here exactly like this would be fertile grounds to deal with the bank to work out something to use these federal funds. So I happen to agree with you.

CHAIR SCHERER: I don't necessarily agree that this is an unsafe structure; the rebar sticking out is. I agree. Kids playing on the slab probably is as well. As long as it's fenced off, I wouldn't consider a slab being an unsafe structure. A wall, a masonry wall that's not poured: unsafe structure, but I can't agree that a slab is an unsafe structure.

MR. HOLLAND: We've spoken to this many times; it's a policy matter, that we had. I've spoken to trying to preserve the equity in these things. There comes a point where the rebar corrodes to the point you've got to re-certify and what have you. But I think in these situations we'd be look I would recommend looking for not fencing the entire property, but the threat, which is the vertical rebars exposed. So

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fencing that portion would be a lot less than the lot itself. And as far as, we could make conditional orders, or we got extensions, so I think we could extend with those conditions is what I would probably recommend, as they go through this process and the bank is just going to figure out how they're going to accomplish that. And I think we've had some good suggestions on how they might approach that, but that, it has to be done.

MR. JARRETT: But you have to keep in mind that this could go on for years, and technically it is an unsafe structure because there is not an active building permit on it and it doesn't have a certificate of occupancy. So, yes it is technically an unsafe structure. The question about whether or not kids playing can be impaled with those, yes, they can -

CHAIR SCHERER: I completely agree that if the rebar - I'm sorry, go ahead.

MR. JARRETT: Well, I would just like to point out that this whole process that she's talking about, we all have been told it's going to take months for the foreclosure to go through, then you have to go through the process of trying to find a buyer that wants to build that house that can go to that architect and get those plans re-certified to resubmit. You know, the neighbors can be looking at this thing for years, literally. And she's going to keep coming back, and coming back, and coming back because without a building

permit, that's what you're going to have to do, you're going to have to keep asking for extensions.

MS. TOOTHAKER: Well, we don't, I don't even, we don't even own the property right now. You're right. On the one hand, you're right, you're right, I'm going to keep coming back until I have the ability to come onto the property and actually do something about it. But until then our hands are somewhat tied.

One thing I can do and I think the suggestion was made is maybe we can, this is something that the litigators who are litigating this foreclosure action on behalf of Wachovia can try to work something out with the defendant, with Glen Wright, Blair International to try to secure the properties. I don't know, as part of the litigation. That's something that we're certainly willing to try. But I don't even have the ability to fence it right now; I don't have the ability to do anything.

MS. HALE: Ginger, I know she, you wanted to say something.

MS. WALD: Well, I was going to - Ginger Wald, Assistant City Attorney - I was going to wait 'til you were actually done with your discussion but the - since you brought it up, the issue in regards to the fencing, that can't actually be ordered by this Board. I mean, you could make a request for that to be done, for secure, for an extension, but it actually



is not part -

CHAIR SCHERER: Yes but, we can fence pools, don't we fence pools?

MS. HALE: Yes, we do it for pools.

MS. WALD: Yes. Well, you have, you, can, you can make as part of your order for like, you've, said it before and I've let it go, the make it super-secure. As part of your order allowing for the extensions for the owner, or you want the owner to make it super-secure. If you want the owner to secure it as part of your extension as opposed to going forward with the demolition because you're concerned about the life and safety you can do that, specifically saying put a 9-foot fence or something along those lines, no. And so I -

MR. PHILLIPS: And since there's no owner here, I guess we can't [inaudible]

MS. WALD: And there's no owner, and that's the other and that of course is your other issue is you actually do not have the owner here. You can't make the bank do it and -

MR. HOLLAND: No, but, it's in their interest to carry the message.

MS. WALD: It's in their interest to carry the message and you're correct. And that's the only reason why I was shaking my head back and forth.

MR. HOLLAND: Point well taken. We can recommend it within the motion and, but it's not an order.

MR. HEGUABURO: I think we can still cut the, if we [inaudible] to cut the rebar, it's not going to ruin the slab. It can be re-drilled. I'm not an engineer, but [inaudible] done it before.

MR. HOLLAND: It's a dowel connection and from a structural standpoint, you lose a lot of equity in that structure with the cutting of the vertical dowels.

MR. PHILLIPS: Any motions?

MR. HEGUABURO: [inaudible] removing the -

MS. TOOTHAKER: I'm more than happy to offer to take, as a message from the bank, through the litigation, to the owner to try to secure the structure and to come back in 30 days and give you a report.

CHAIR SCHERER: This is going to come up every meeting.

MS. TOOTHAKER: It is.

CHAIR SCHERER: So we need to figure out what to do because -

MR. BARRANCO: I've got one question.

CHAIR SCHERER: - if we just tear everything out - I have two structures that are two stories high - Glen Wright's - within a block of my house. They've boarded it up. It's overgrown, but you know what, it's better than tearing the thing down.

MR. BARRANCO: Yes.

MR. HOLLAND: Yes, I'd also [inaudible] the disposal

concerns. Concrete is very alkali and not the easiest thing to dispose of like the old days. It's considered in a lot of waterways a toxic material. I'd much rather see it go towards the, a new structure if at all possible. Thornie, your points are well taken about the difficulty in doing that, but with today's construction material costs, labor costs, I do have the opinion that it's a considerable equity there that's worth holding onto and I strongly urge you to support a motion for extension that would include the recommendation to fence the hazardous portions. In this case being the rebar.

MR. BARRANCO: One question, please.

MR. WEYMOUTH: If the main concern is the impalement, the exposed the rebar -

MR. HOLLAND: Correct, there's also, could be open drain holes that the kids could get there -

MR. WEYMOUTH: Because this takes 6, 8, 10, 12 months to cure. The rebar is going to be worthless at that time. You can bend the rebar over and reduce the risk of impalement but fencing [inaudible]

MR. HOLLAND: That's also detrimental to the rebar. And I think what we need to be cognizant of the neighbors, the neighborhood associations, the aesthetic issues. They can testify here at these hearings and offer some screening, if necessary, some landscaping is an option. I, we'd leave that to concerned citizens to participate in the process. But

we're establishing a policy here, and it's going to be replicated often so -

CHAIR SCHERER: A new code that was just recently enacted - because we just tore down a house recently - was that you have to sod the lot after you tear it down. And that wasn't like that a year ago, I don't remember, Wayne or somebody, one of the building inspectors probably remember better than me.

But if they were to, the slab were to remain or the house to remain and they sod around the house, whoever is the owner of the house has to maintain the sod, otherwise you're going to have a lot with sod on it and it's overgrown or, you know.

MR. JARRETT: Or in the case of a location a block from my house that was demoed about two months ago, you have a lot full of dead sod, because you're not going to put a sprinkler system on the [inaudible]

CHAIR SCHERER: Yes, exactly.

MR. WEYMOUTH: You put the right sod, it won't die, but -

MR. JARRETT: And actually, during this discussion I was thinking to my, you know, I wasn't thinking in terms of aesthetics, because actually the dead lot, we've got a lot of dead lots in the City that have been demoed and they look awful. And I'm not so sure that one is greater than the other. I look at it strictly through long-term safety and if it takes two years, is that rebar of any value at that time? And I'm not a structural engineer so I couldn't make that

determination.

MR. PHILLIPS: Well I think there is an inherent safeguard that whoever bought the place and wanted to have a new permit, the inspector's going to go out there and if they see that the rebar is inadequate, they're going to require some engineering survey and at that point it'll be buyer beware, who buys in this condition to get the City to allow further construction. So I think that, I think we're somewhat protected that way. Did you have a comment?

MR. BARRANCO: Yes. Just a question for Ginger. Not that I'm even going this way, but if we had an order to demolish and the owner didn't act on that, the City would step in -

MS. WALD: Correct.

MR. BARRANCO: - demolish it on his behalf.

MS. WALD: Yes.

MR. BARRANCO: And then lien the property?

MS. WALD: Yes.

MR. BARRANCO: And then that's where the City would get reimbursed in the future.

MS. WALD: Hopefully.

MR. BARRANCO: So, why wouldn't we be in the position as a Board to make a motion to have a fence there, and then lien the property [inaudible]

MS. WALD: The problem is your authority.

MR. HOLLAND: Right.

MS. WALD: And what it comes down to is, what can you actually order and not order. And I think a lot of times the lines get a little blurred, and maybe I need to be a little stronger with you folks.

But what you are able to order and not order is, first of all as to the findings of fact, one, does this property come under the ordinance, is it a violation of the Florida Building Code, where the property meets the ordinance for demolition, question number one. Question number two is what is the owner or a representative of the owner or somebody providing to you to state to you, look, this is what we're going to do, we're going to bring this property into compliance from these violations.

And in this case, there's two violations that have been listed, and they're based on being an expired permit. And can they go ahead and revive the permit. Maybe, maybe not. Might be too old, might have expired a long time ago and they have to go ahead and then apply for a whole new permit. There's different issues as to different cases.

When providing the extensions of time you have concerns in regards to safety and what you want to see and what you can order or not order. You may basically make requests, not really orders, but you basically make requests saying I want to see it secured. I want to see the pool secured, I want to see this, I want you to bring a design professional, I want

you to bring that and making as an order.

Can that order per se be upheld within itself for the next hearing? No. What you're going to hear at the next hearing is, well, I'm sorry I didn't bring it, I didn't do this. I know you told me I was supposed to, but I didn't. And then you have to make a determination at that hearing, whether you want to give another extension and sometimes you do and sometimes you don't. But at the next hearing is when you're making that determination as to demolish or not demolish. And that's really the only determination that you have the authority to do.

MR. PHILLIPS: Alright, so we really can't demand the fence, but we can suggest it, but we don't have an owner here so -

MS. WALD: Right, but I do want to be clear, that I allow - when I say allow, I don't stop you - because it really doesn't make too much of a difference in the legal aspect of it because your only authority is to demolish and not demolish and if you're not demolishing, you're giving that person the chance and you're telling them what you want to see because next time if I don't have it, you know what we're going towards because we've already made the findings of fact. I hope that's clear.

MR. HOLLAND: That's perfect.

MR. PHILLIPS: At this point, I think we've discussed

this. Anyone like to make a motion on this?

MR. HOLLAND: I move that we grant a 60-day extension, approximately to the -

MS. PARIS: Excuse me, this is a new business case.

MR. HOLLAND: Ah, there you go again, see? Old age is tough.

MR. PHILLIPS: Jorg, would you like to read the violations in? Has he done that already?

CHAIR SCHERER: No, we don't -

MS. PARIS: I believe we [inaudible]

MR. HOLLAND: [inaudible] by paper.

MR. HOLLAND: I, oh, go on. Do you have something?

INSPECTOR HRUSCHKA: No, I guess that's why I handed it to you.

MR. PHILLIPS: The violations exist as alleged?

INSPECTOR HRUSCHKA: Yes.

MR. PHILLIPS: And do you want to give us the NOV for the record?

MS. PARIS: We already did.

MR. PHILLIPS: Okay.

MR. HOLLAND: Okay, I move that we grant a 2-month extension to the June 18<sup>th</sup> date for - and I'm requesting that -

MS. PARIS: I believe we need to have a finding of fact: find that the violations do exist. I think you have a -

MR. PHILLIPS: Even for a, even for an extension of time?



CHAIR SCHERER: An extension?

MR. BARRANCO: For a new business case.

MS. PARIS: It's a new business case. So, you'll find for the City and then you can give them a -

MR. MCKELLIGETT: Here's the problem: if we do not find the violations exist, then every time we present it, it's going to be a new business case. So now you're finding the violations exist as suggested in the agenda or on the NOV, and then you're going to grant an extension of time to come into compliance, but you're not finding, you're not finding that it needs to be [inaudible]

MR. HOLLAND: Functionally, this is a new thing, correct?

MS. PARIS: Yes, this, that's correct.

MR. HOLLAND: Okay, I missed, sorry, I wasn't here at the last meeting, I might have missed something.

MS. PARIS: And I, I apologize. This is new, and you probably don't have that specifically on your sheet.

MR. PHILLIPS: [inaudible] Okay.

MS. PARIS: But it's really very simple. Read up to the part before you order demolition.

MR. HOLLAND: Is it in the form of a motion?

MS. WALD: Yes.

MS. PARIS: Yes.

MR. HOLLAND: Okay, I move that we find the violations exist as alleged, and I recommend that we grant a two-month

extension to the June 18<sup>th</sup> date, and request the securing of the property by a fencing at the edge of slab with the hope of an effort to move forward and salvaging the property.

MR. PHILLIPS: Any seconds?

MR. HEGUABURO: Second.

MR. PHILLIPS: Okay, any further discussion?

CHAIR SCHERER: I have one more point. I can't vote on this, again, but I just have one question. I could still make part of the discussion or no?

MS. WALD: Are you not voting because of a conflict?

CHAIR SCHERER: Yes.

MS. WALD: Oh, I thought you weren't voting because you came in late.

CHAIR SCHERER: No, I'm voting because of a conflict.

MS. WALD: You can't talk.

CHAIR SCHERER: I'm not, okay.

MS. WALD: I'm sorry, I misunderstood what you said before, I thought you were voting because it was of lateness. I wasn't paying -

MR. HOLLAND: This isn't Hollywood?

MS. WALD: I didn't hear the entire question because somebody was talking to me.

CHAIR SCHERER: Okay.

MR. PHILLIPS: Does he need one of those, does he need to sign one of those forms?

MS. WALD: He needs to sign the form - actually, no, you're actually supposed to leave the dais, but I don't make you people do that because, you know.

CHAIR SCHERER: Yes, I have. Oh, okay well okay, I've already signed it, so it's done. Okay.

MR. PHILLIPS: You're supposed to leave the dais?

MS. WALD: Yes. You're actually supposed to leave the dais when you have a conflict but -

MR. PHILLIPS: Is that new?

MS. WALD: No, it's been around forever, but it's really up to the Board itself whether to do it or not do it and this Board has never done it, so -

MR. PHILLIPS: Why start now?

MS. WALD: Why start now? But technically, yes, you are supposed to leave the dais.

MR. PHILLIPS: We'll make believe he's not here on this vote.

CHAIR SCHERER: Okay, who?

MR. PHILLIPS: So there's no influence upon, I mean, his comments have no influence. Alright, all in favor say aye.

MR. BARRANCO, MS. HALE, MR. HEGUABURO, MR. HOLLAND MR. JARRETT, MR. PHILLIPS, MR. WEYMOUTH: Aye.

MR. PHILLIPS: All opposed? There being no opposition, it's unanimous, the motion carries.

MS. TOOTHAKER: Thank you very much.

MR. PHILLIPS: How many more cases are there left?

MS. PARIS: Actually, we have two respondents left and then we have a few where we don't have respondents but we do have new business cases so -

MR. PHILLIPS: Okay, I may have to leave early.

**7. Case: CE080922425**

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**Jana Gray-Williams**

**512 NW 22 Avenue**

MS. PARIS: Our next case will be on page seven at the bottom. This is an old business case. Case CE08092242, the inspector is Wayne Strawn, the address is 512 Northwest 22 Avenue, the owner is Jana Gray-Williams.

We have service by posting on the property 2/4/09, advertising in Daily Business Review 3/27/09 and 4/3/09. We have service by certified mail to the owners as noted in the agenda, violations as noted in the agenda.

This case was first scheduled for the 12/18 USB hearing, which was canceled due to lack of a quorum. It was rescheduled for the 1/15/09 USB hearing. At the 1/15/09 USB hearing the Board granted a 90-day extension to the 4/16/09 USB hearing with the stipulation that the owner return with an update on her discussions with the insurance company and the City.

MR. PHILLIPS: Say your name, please.

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MS. GRAY-WILLIAMS: Good afternoon. My name is Jana Gray-Williams, and I reside at 512 Northwest 22nd Avenue with my family in Fort Lauderdale. Previously, when we were here, you, and I thank you for giving us an extension in regards to the information that was brought up at the last hearing.

I submitted copies of four different things here for the record. The first copy was a letter that we received in regards to the City's replacement program that we talked about at the last hearing. Well unfortunately, it says based on your apparent household income, assets and information from the sources listed in your application, we will not be able to approve your request for assistance. While it is our goal to assist as many homeowners as possible, your request is being declined for the following reason: total debt of property, including mortgages and the replacement loan, exceeds 95% of the property value/loan to value ratio allowed under our program, so -

MR. PHILLIPS: Well, that was January 14 so you got that answer pretty quickly.

MS. GRAY-WILLIAMS: Exactly. And then we, I have an attorney that is handling the case, and the, right now, currently with the insurance company's attorney. And the last time I was here I was scheduled to go to an examination under oath and thank you for calming me down because I didn't know what an examination under oath was and it was a long time that

we spent there and as a result, the attorney is still in conversation with their attorney, and which the first letter, dated March 23<sup>rd</sup>, says please be advised that I represent Miss Williams in connection to her above-referenced claim, I don't-

MR. PHILLIPS: We [inaudible] read that.

MS. GRAY-WILLIAMS: Oh, okay. So as a result, they're still waiting on further conversation from their attorney which is attorney Rochelle Braham, to respond to the EUO transcript and to respond to a request for an appraiser.

MR. PHILLIPS: What was the date of the last letter?

MS. GRAY-WILLIAMS: The last letter is March 26.

MR. PHILLIPS: Would you bring that down [inaudible] Okay.

MS. GRAY-WILLIAMS: March 23 and March 26. And then the letter for today states that the attorney is representing us. And that they've requested copies of the transcript from the examination under oath. It had not been responded to, to date and they are requesting an appraiser to be addressed and that have not been answered to as of yet, but they have until this Friday, tomorrow, in order to respond back.

So we're still in litigation, I guess, or waiting on them and what I was informed yesterday from our attorney is if they don't respond by tomorrow, on Monday they will start the lawsuit process against the insurance company. And I don't know the procedures, I don't know how long that takes, but as

a result, we've been in limbo for the 42 months already, so I don't know what -

MR. PHILLIPS: Are you requesting an extension?

MS. GRAY-WILLIAMS: Yes, we -

MR. PHILLIPS: How long?

MS. GRAY-WILLIAMS: That's the only thing I don't know. How, what is the maximum time that we can request an extension?

MR. PHILLIPS: 90 days. 90 days, that'll give us an update.

MS. GRAY-WILLIAMS: Okay, and -

MR. PHILLIPS: Mr. Strawn, what do you have to say about this, any opposition? Any life safety issues that you would oppose a 90-day extension?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. The building is vacant at this time, I think the issue that probably is important in this case is if they're successful in their lawsuit, is rebuilding this building actually something under consideration as opposed to replacing this building. I believe that, practically speaking, this building needs to be replaced. So we have two -

MR. PHILLIPS: That's going to help the lawsuit.

INSPECTOR STRAWN: We have two separate, two separate issues. These folks need a place to live and we all are rooting for them in that regard. The other issue is we have

an unsafe structure on the property that's vacant, so the Board should consider it in that light.

MR. PHILLIPS: Where are they living now?

MS. GRAY-WILLIAMS: We're in an efficiency directly behind the home.

MR. PHILLIPS: Okay.

MS. GRAY-WILLIAMS: So, we're still on the property, we're just not in the main house.

MR. PHILLIPS: Pat, do you have any questions?

MS. HALE: No, I was going to say I remember you living in the efficiency.

MS. GRAY-WILLIAMS: Exactly.

MR. PHILLIPS: Wayne, could they demolish the front part and leave the efficiency, is that an accessory use Wayne?

INSPECTOR STRAWN: I, the efficiency probably won't meet any of the requirements for living. So that's another issue that we haven't gone maintained any enforcement action with regard to that. But we take one thing at a time.

Certainly, if they can get the electric hooked up back again because I think it comes through the main house, so that would eliminate their electric back to the efficiency. But it's a difficult situation.

MR. PHILLIPS: Any discussion, Board members?

MR. JARRETT: It would eliminate the sewer connection and the water connections and everything if we did that.



MS. HALE: Yes.

MR. JARRETT: Because it would probably, all that out building is probably fed every -

MS. HALE: Feeds from the front.

MR. JARRETT: - all utilities from the front.

MR. PHILLIPS: So is your intention Miss Williams to, in the lawsuit, to get money damages to rebuild the house?

MS. GRAY-WILLIAMS: Yes.

MR. PHILLIPS: So you're not really opposed, then, to its demolition.

MS. GRAY-WILLIAMS: Well, I am opposed to it for several reasons. Because first, with the insurance company, if they send an, if they assess an appraiser, the appraiser has to be able to come out and look at the facility to see the damages and to award us accordingly. So if there's no building there for them to assess, they wouldn't be able to know what to award for the damages. That's the first thing.

And the second thing is, I know that it would be even more costlier for us to demolition the building now until we know where we're going or what's going on, and I know as a preventive we tried to make sure that it was safe as far as boarded up and therefore we want to make sure that we're able to maintain it as is until we know where we're going.

MR. PHILLIPS: Okay. Anybody like to make a motion Pat?

MR. WEYMOUTH: Well, ultimately your intention is to

demolish the building.

MS. GRAY-WILLIAMS: Right, because it's mold and mildew in there and it's, it's severe. I don't know if you saw the pictures.

MR. WEYMOUTH: But if they go secure a demolition permit at this time, it relieves her of having to keep coming back before us; the permit will stay good for six months.

MS. HALE: That puts her out on the street [inaudible]

CHAIR SCHERER: Yes, but then she won't have power or sewer or water or anything. That's the other problem.

MR. WEYMOUTH: Not do the demolition itself, just to secure the property.

MS. HALE: Wayne, what are you suggesting?

INSPECTOR STRAWN: Just to clarify something on the Florida Building Code. There is a different rule with regard to demolitions. The Florida Building Code only allows you 60 days to execute a demolition permit, not 180 as the other permits are.

MS. HALE: Yes.

MR. PHILLIPS: Well, Miss Williams, as a practical matter, if your lawyer files a lawsuit and he sends a letter to the defense attorney and says look, this is going to be demolished in 60 days. You've got 60 days to do all the inspections you want to preserve the evidence, to videotape it, document it, have it examined, photographed, so that

evidence can be preserved to a judge or jury. So I really don't see that as an impediment. It's done all the time.

CHAIR SCHERER: But then we come back to the power issue. There's no power.

MS. HALE: Yes, then, in fact, then she can't live where she's living.

CHAIR SCHERER: In the back of the house, or water.

MR. PHILLIPS: From what Wayne tells us, they shouldn't be living there anyway.

CHAIR SCHERER: But it's being overlooked so these people don't get stuck out in the street, so -

MS. GRAY-WILLIAMS: I mean, where would we go?

MS. HALE: I think that's the problem, yes.

MR. PHILLIPS: I don't think we can overlook that, really.

CHAIR SCHERER: It's not that, the accessory structure is not before us. Which is where they're living. The efficiency, right?

MR. PHILLIPS: Would anyone like to make a motion?

MS. GRAY-WILLIAMS: Right.

MS. HALE: Has your attorney given you any feeling for how long this is going to go on?

MS. GRAY-WILLIAMS: Well, he said if they go ahead and agree to an appraiser, then within 60 days, everything will be resolved, if they agree. If they don't then it can drag on

for nine months or up to a year, depending on the litigation process.

But he said that he couldn't give me a definite timeframe, because everything is in their court. And it's just a matter of they haven't responded to anything so far, so we don't know what's going on and my hands are tied because I respect what Mr. Phillips is saying. But in all honesty, we don't have anywhere else to go. This is it, you know, and as a result, it's like our lives have been turned upside down already, and like I said before -

MR. PHILLIPS: Let's say the appraisal, let's say they come back with an appraisal and say fine, the damages are \$100,000 and you agree through your lawyer, and they agree and they write you a check for a hundred thousand. Are you going to demolish it, move out and find somewhere else, are you going to immediately start rebuilding it if you could?

MS. GRAY-WILLIAMS: Yes.

MR. PHILLIPS: You going to stay in the efficiency? I mean, it just seems that ultimately you want the place knocked down, including the efficiency, and to go somewhere else. So this Board, I think, has to look at it objectively as to whether or not it needs - and I think everyone agrees it's going to be demolished - so there has to be some reasonable time to accomplish this thing.

MR. BARRANCO: Well, let's make a motion and see where it

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stands.

CHAIR SCHERER: I'll make a motion.

MR. BARRANCO: I make a motion that we grant a 90-day extension.

CHAIR SCHERER: Second.

MR. PHILLIPS: 90-day extension, any seconds?

CHAIR SCHERER: Second.

MR. PHILLIPS: Any further discussion? There being none, all in favor say aye.

BOARD MEMBERS: Aye.

MR. PHILLIPS: All opposed? Motion carries unanimously. At least that gives you 90 days, Mrs. Williams, and you could always come back by that 90 days and let us know how it's going.

MS. GRAY-WILLIAMS: Okay. Thank you so much.

MR. PHILLIPS: Good luck. Get on that lawyer; get him moving

MS. GRAY-WILLIAMS: Oh definitely. Thank you for all your prayers and your concern. We appreciate it. Have a blessed day.

MS. HALE: Thank you.

**8. Case: CE08031555**

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**Ivory D. McCutcheon Jr.**

**2630 NW 21 Street**

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MS. PARIS: Our next case will be on page ten at the bottom, this is a new business case. Oop, I'm sorry, at the top of page ten. It's a new, top of page, I'm sorry, we already did the bottom.

MR. PHILLIPS: McCutcheon?

MS. PARIS: Yes, my apologies. It's case CE08031555. The inspector is Gerry Smilen, the address is 2630 Northwest 21 Street, the owner is Ivory D. McCutcheon Jr.

We have service by posting on the property 3/9/09 advertising in the Daily Business Review 3/27/09 and 4/3/09. Certified mail to the owner as noted in the agenda.

MR. PHILLIPS: What say you, Mr. Smilen.

INSPECTOR SMILEN: Good afternoon. I have pictures. I don't have the CD.

MR. PHILLIPS: Do you swear [inaudible] violations alleged as set forth the Notice of Violation handed to us?

INSPECTOR SMILEN: Yes, I do.

MR. PHILLIPS: Okay, so noted for the record.

INSPECTOR SMILEN: I have some pictures I'd like to show as evidence. Thank you.

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

Okay, basically what we have here is we have a duplex and the unfortunate situation is we have one half, which is what this case is about, is abandoned, and it is deteriorating in a

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very rapid rate. All damage from a hurricane. We have, on the other side we have a duplex where somebody is living in there and they are maintaining their side of the property and therefore it's livable.

So we have a situation here where we cannot demolish half the building. The roof is continuous across both sides of the duplex and if we were to, if there was a way that we could demolish one half of the building, the other building would not qualify to be a single-family home because it would not meet the minimum lot size requirement because the property is divided in two different ownerships.

So here we're showing the property right here. This is the area where you can see the blue tarps. Okay, we can go to the next one please.

MR. PHILLIPS: You only have one owner on the property though.

INSPECTOR SMILEN: No, there's two. The building itself is on two pieces of property.

MR. PHILLIPS: Well, there's only Ivory McCutcheon listed.

INSPECTOR SMILEN: Yes, I understand that.

MR. PHILLIPS: Who's the second owner?

INSPECTOR SMILEN: Well, it would be Henrietta Smith, but that is a separate ownership. But the buildings are joined together. That's what makes this case very unique.

MR. HOLLAND: And so we have -

MR. WEYMOUTH: Has a common wall.

MR. HOLLAND: We got non-conforming use.

MS. HALE: No.

MR. WEYMOUTH: No, it just has a common wall.

INSPECTOR SMILEN: You've got one building on two different portfolios of property with dual ownership is what you have. It's two addresses.

MS. HALE: It's not uncommon.

MS. WALD: Excuse me, can I ask a question of you?

INSPECTOR SMILEN: Are you going to interrogate me?

MS. WALD: No, I'm going to -

MR. PHILLIPS: I'd like to make a motion that this matter be postponed for a month to allow Mr. Smilen to ferret out this problem out with the City Attorney.

INSPECTOR SMILEN: I don't really think that would be necessary. Gerry Smilen, Building Inspector, City of Fort Lauderdale. I do have the representative for the owner, and we -

MR. PHILLIPS: One of the owners.

INSPECTOR SMILEN: Well, the owner of the property that we're talking about here. Again, it's two separate properties that are joined together, it's -

MR. PHILLIPS: We're dealing with one parcel of land with one building on it that has two separate ownerships.



INSPECTOR SMILEN: No, I'm dealing with two, I'm dealing with one of building on two parcels of land.

MR. BARRANCO: But the one building has two separate -

MS. HALE: Two folio numbers, correct?

INSPECTOR SMILEN: Correct, that's correct.

MS. HALE: Right.

MR. BARRANCO: Who owns the building?

INSPECTOR SMILEN: The building is owned by two different people.

MR. BARRANCO: So do both people, are both people represented here today?

INSPECTOR SMILEN: No.

CHAIR SCHERER: Well, if we tear one down -

INSPECTOR SMILEN: We're only, we're only looking for, we're citing the one property that's -

CHAIR SCHERER: Yes but, Gerry, if we tear one down it's going to impact the other people, isn't it?

INSPECTOR SMILEN: That's correct.

CHAIR SCHERER: So don't they have to be here?

MR. PHILLIPS: I think the City Attorney - in an abundance of caution, may I suggest the motion be made -

CHAIR SCHERER: Can we hear what's wrong with it really quick?

MR. HOLLAND: I think we've heard that we're not concerned with the one structure at this time.

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MR. WEYMOUTH: Well I, that's -

SUPERVISOR BRADLEY: Code Supervisor, City of Fort Lauderdale, Lindwell Bradley. This issue has been going on for a number of months. It has been talked about with supervision, higher supervision, Building Department. I believe the attorneys were in on this.

What we're seeking today is, that there was nothing going forward with this. You have two individual homes, which happened to be together with a common wall. The problem is the roof is contiguous; that is the problem that we're having. We could tear down one half, but it would be a very difficult problem. So, now that we have a representative, we have the attention of this person, we would like to proceed forward and come to a some kind of resolution today so that this can move forward.

CHAIR SCHERER: And the people here represented are the ones with the unsafe structure.

SUPERVISOR BRADLEY: I'm sorry, I didn't hear what he said.

INSPECTOR SMILEN: Gerry Smilen, City of Fort Lauderdale. Yes, that's correct. What we're basically looking to do is I have spoken to, we had a little bit of an ownership problem here, which is straightened out, what we have a situation here is that we're looking for an extension. They're looking to board up the unit to make it, so it's safe, there's no life

safety issue at all.

And then from there they're looking to get some sort of a government funding to be able to restore the property so that somebody can live in it and this way we wouldn't affect the neighbor to the east of this building. That's what we're looking to do.

MR. WEYMOUTH: Is there deterioration in the trusses? Is it just a matter of boarding it up and safing it or is there something beyond that?

INSPECTOR SMILEN: Well, right now, the problem is that the roof is starting to deteriorate. There are leaks, and it's open, it's been open and abandoned. There have been unwanted people doing illegal things in that property.

What we have now is, we have an owner who's going to come in there, they're going to board it up and secure it so this type of activity doesn't exist anymore and then in the interim try to get financing to restore the property so somebody can live in it, which would be -

MS. HALE: Can the other side be, is it lived in now?

INSPECTOR SMILEN: Yes.

MS. HALE: And if you demolish this side, how would you do the other side, could you put a tarp?

INSPECTOR SMILEN: We wouldn't. The problem is there's no way to cut this -

MS. HALE: Cut that truss.

INSPECTOR SMILEN: - cut this one half of the building off without affecting the other one.

CHAIR SCHERER: Gerry, can you, Gerry, can you finish just going through the pictures for everybody. So we understand exactly what the problems are?

INSPECTOR SMILEN: Sure, sure, okay. Right here is the, we're looking at the front of the house. This is the bad area right here and you can see there's some roof rotting and damage from I guess the roof leaking over there.

CHAIR SCHERER: Can't see anything there.

INSPECTOR SMILEN: You going to be my picture boy?

MR. MCKELLIGETT: I guess I will.

INSPECTOR SMILEN: Okay, this is a better picture of the front. You can see that this whole area, the fascia board has come apart here. This is the halfway point, this is the unit in question here and this is the good unit on this side here. You can see a little close up, you can see there's broken window here, the roof is deteriorating.

This is some more. This is in the back of the building. There's a utility room in the back where the whole roof has just collapsed inside there. And this is more areas, this is the good unit of the back here, where the electrical service was. The electric has been disconnected.

CHAIR SCHERER: The good unit has that blue tarp on top?

INSPECTOR SMILEN: I'm sorry?

CHAIR SCHERER: The good unit has the blue tarp on the top?

INSPECTOR SMILEN: Yes, they have a tarp on theirs as well.

MR. BARRANCO: And do they have separate services, water, sewer, electrical, everything?

INSPECTOR SMILEN: Yes, yes they do, everything is separate.

Here's some graffiti over one of the doors, here. Here's a view of the utility room. This area here, part of whatever's left here is no longer existent in today as I drove by there. This is more areas of the utility room showing the back here, there used to be a roof over here. There's nothing.

We're getting into the interior, this is the front with the warning signs. There's all kinds of mold and mildew inside the house. Here we're showing areas of the drywall where it did collapse. This is the side of the house where there's more graffiti evident. More ceiling damage and more mold and mildew. Here is some more ceiling damage over here and in the bedrooms and the living room.

[At 4:19, Mr. Phillips left and Mr. Scherer was Chair for the remainder of the meeting]

There is a block wall that goes, a common wall between the two units that goes all the way up to the bottom of the roof sheathing, so the tenant wall is proper and it is secured. This is more areas here, just showing -

CHAIR SCHERER: The side is abandoned?

INSPECTOR SMILEN: Yes, the one side is abandoned.

MR. WEYMOUTH: My understanding is that both sides need to be re-roofed though, correct?

INSPECTOR SMILEN: Yes, the problem is that Mrs. Smith can't re-roof hers, because no roofer's going to come in unless they can re-roof the whole thing because it's all on the same plane.

CHAIR SCHERER: Could they even get a permit to do half of that roof? Is it possible?

INSPECTOR SMILEN: Well, you have no place to stop it because the roof plane goes straight across both units. Here, if there's a parapet wall or something like that, yes, they could do that, but there's no break. This is where the kitchen used to be, all mold and mildew. Another hole in the ceiling. More damaged areas here.

CHAIR SCHERER: So, what is the City recommending? Board it up? Cut the service?

INSPECTOR SMILEN: Well, the City is recommending that we try to extend some time to let the owners board it up, secure it and get financing. So we can pretty much get both units

lived in, and nobody gets relocated out of their home.

SUPERVISOR BRADLEY: Let me, okay. On the advice of the City Attorney, evidentially we need to talk about this more. Because of this roofline and its impact on the property next door we do have a representative here. I think we need to withdraw this, and I was under the impression that the attorney did know the problem, but evidently it wasn't conveyed the way that I thought it was.

CHAIR SCHERER: Okay.

SUPERVISOR BRADLEY: So, we're going to withdraw this, or extend it for 30 days, which -

CHAIR SCHERER: Can we ask the people who came here today a question [inaudible]

SUPERVISOR BRADLEY: I think so.

MS. WALD: Ginger Wald, Assistant City Attorney. The problem with moving forward with this case is basically the City can ask for one thing, and the one thing only is to make the findings of fact and request the property to be demolished.

The problem in this case is because you have an adjoining roof as was provided by the inspector, is, notice has not been provided to the adjoining property owner that has the common roof. And because notice was not provided, then if you move forward, we've got a problem and we've got a major legal problem with moving forward with this case.

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If that information would have been provided and we would have done the search, because the City, not me, but the City Attorney's office, does do the title searches, then that notice would have been provided today to that individual who lives in the adjoining property with the common roof and also any other interested parties for that. So that's the problem with the case and moving forward today and the City moving forward today.

CHAIR SCHERER: Okay. I understand we're going to pull it. But while you're here, you are, you own the property that we're talking about, right? Is this your property, Miss, Miss McCutcheon?

MS. MCCUTCHEON: Okay, should I answer your question first, or state my name?

CHAIR SCHERER: Yes, your name.

MS. MCCUTCHEON: Okay, my name is Margurite McCutcheon.

CHAIR SCHERER: McCutcheon, okay.

MS. MCCUTCHEON: And I am the guardianship over Ivory McCutcheon's property, because he's mental patient, and, I'm sorry, I don't know was I supposed to say that but that has the whole -

MS. HALE: That's okay.

MS. MCCUTCHEON: - that has the whole, starts the whole thing and why the property looks like that is because the Delta took advantage of him and had him quit deed sign -



MR. WEYMOUTH: Quitclaim.

MS. HALE: Quitclaim.

MS. MCCUTCHEON: Quitclaim the deed, signed for \$500 to Delta.

MS. HALE: Who's Delta?

CHAIR SCHERER: Who's Delta?

MS. MCCUTCHEON: Delta Manage Ashment Management.

INSPECTOR SMILEN: Excuse me. That would be Delta Asset Management.

MS. HALE: Is it a bank?

MS. MCCUTCHEON: No. It's a, I think it's a mortgage company of some sort.

MR. HOLLAND: LLC.

MS. MCCUTCHEON: And we went into courts with the, trying to get it back from him.

CHAIR SCHERER: Okay, so -

MS. MCCUTCHEON: And when I wanted to fix the house up -

CHAIR SCHERER: Yes but why -

MS. MCCUTCHEON: - [inaudible] years. About - okay.

CHAIR SCHERER: Really quickly, so if Delta has the deed and they own your unit -

MS. MCCUTCHEON: They did.

MS. HALE: Oh, they did.

CHAIR SCHERER: They don't own it anymore?

MS. MCCUTCHEON: They had the deed for, they had the deed

for about, let me see, 2005.

CHAIR SCHERER: So, do you own it back now?

MS. MCCUTCHEON: They just returned it over, that's why I got the notice just now. Gave me the notice that something was, you know, was going on with the property and we should show up for -

CHAIR SCHERER: Okay. Your case is being pulled today, so, but you've heard the discussion of the Board.

MS. MCCUTCHEON: Yes.

CHAIR SCHERER: It needs to be boarded up.

MS. MCCUTCHEON: Alright, that's what I had -

CHAIR SCHERER: It needs to be safe, made safe. Work with Gerry and figure out what we need to make your place safe.

MS. MCCUTCHEON: Okay.

CHAIR SCHERER: So that way 30 days from now, when they bring it back before us, it's boarded up, you've done work to show the Board that you've done something and it's a progress.

MS. MCCUTCHEON: Okay.

CHAIR SCHERER: But -

MR. WEYMOUTH: Whose name is the property in now?

MS. MCCUTCHEON: Right now, they've just put it back into Ivory McCutcheon's name.

CHAIR SCHERER: Ivory McCutcheon.

MS. HALE: And you are the Guardian.

MS. MCCUTCHEON: I am his Guardian, yes.

MR. WEYMOUTH: Legal Guardian, or appointed Guardian?

MS. MCCUTCHEON: Uh yes. [inaudible] Huh? I'm sorry.

MR. WEYMOUTH: Legal or appointed? Did he ask you to come here or is there -

MS. MCCUTCHEON: No, I am legal guardian by, because of the issue we had to go to court. He needed a legal guardian over signing documents because he signed that quitclaim deed over to Delta for \$500.

CHAIR SCHERER: Okay.

MS. MCCUTCHEON: So they, we felt that he needed a guardian over things like that. And um -

CHAIR SCHERER: Okay. When we see you next month, hopefully the place is boarded up and secure.

MS. MCCUTCHEON: Yes, it will be, because once he got back into his name, we already started to clean it up.

CHAIR SCHERER: Okay.

MS. MCCUTCHEON: Yes.

MS. HALE: Okay.

MS. MCCUTCHEON: He went over today and he took a look at it and he can see that we started to do something about it.

CHAIR SCHERER: Okay, alright.

MS. HALE: Gerry, are you satisfied?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. Yes I did go over there today. They are

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cleaning it up. They are definitely making an effort. There's been more effort today than I've seen since last March. So we're really, I think we're heading in the right direction, regardless of what we do here, I think we've gotten the wheels going on something here and I think we're heading to the, in the right direction.

CHAIR SCHERER: Okay.

MR. HOLLAND: I'm sorry, go ahead.

MR. JARRETT: Gerry, by the way, reference to the common roof, I can point out a whole subdivision of duplexes under like circumstances that we're have here.

INSPECTOR SMILEN: Yes.

MR. JARRETT: That, in fact, you can get a roofer to come out and put the roof over your half because it's a whole checkerboard of duplexes where there's a bad roof on one side and a new roof on the other or a green one on one side and a [inaudible] one on the other. So you can in fact do that, but it looks like her problems go beyond that.

INSPECTOR SMILEN: Okay.

MR. JARRETT: Just for your own information and for the lady's information that lives next door. She may be able to get her roof repaired.

INSPECTOR SMILEN: Well, she said she had tried to get a couple roofers under the City's plan to help them after Wilma and she said that none of them wanted to do the work so, maybe

that was back then, when there was old, nobody had time.

MR. JARRETT: There's not as much work now, there's not near as much work now. She can probably find a roofer that'll do it.

INSPECTOR SMILEN: Oh, I'm sure she could.

MR. HOLLAND: Sometimes there's covenants and specific zoning codes that require the entire roof replaced. I'm not saying that necessarily here, but I trust we've looked at all those requirements of that zoning district or covenants, or is that something -

SUPERVISOR BRADLEY: We actually don't deal with those so-

MR. BARRANCO: Black and white.

SUPERVISOR BRADLEY: Okay, thank you.

MS. HALE: Ginger, Ginger, I'll make you just feel better. Because the title policy obviously is only for one part, and therefore when they did the search, it would show only one title policy for one folio number.

MS. WALD: That's correct.

MS. HALE: That's probably where the problem arose. You wouldn't have known it if you didn't know they were attached.

MS. WALD: Bingo! You got it.

CHAIR SCHERER: Next case, next case, next case, let's go. I want to move over.

MS. PARIS: That completes our agenda for respondents.

CHAIR SCHERER: [inaudible] our agenda.

MS. PARIS: Not even close.

CHAIR SCHERER: Not even close?

MS. PARIS: Move forward to page eleven.

CHAIR SCHERER: Page eleven.

MS. PARIS: Case CE08120181 is withdrawn.

CHAIR SCHERER: Okay.

## **9. Case: CE08121108**

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### **Christopher & Melissa Christ**

#### **646 NW 14 Terrace**

MS. PARIS: If you turn to page twelve, we have a new business case. Case CE08121108, the inspector is Wayne Strawn, the address is 646 Northwest 14<sup>th</sup> Terrace, the owners are Christopher Christ and Melissa Christ.

We have service by posting on the property 3/10/09, advertising in the Daily Business Review 3/27/09 and 4/3/09. Service by certified mail to the owner as noted in the agenda.

CHAIR SCHERER: Okay.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector with regard to 646 Northwest 14<sup>th</sup> Terrace. It's a small duplex.

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

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There's a front view. Some photographs I'd like to present. I have, you have the Notice of Violation, which is presented into evidence. The violations that are stated on that notice, the same as on the agenda, are the ones that I personally observed at the property, and the remedial action is also on the notice.

This is a front view of the duplex as it exists today. I'd like to modify the Florida Building Code 117.2.1.1.1 with regard to the vacancy of the building. I first composed this document in December of 2008 and it appeared the building was vacant. However, in February of 2009 I noticed that tenants are occupying the eastern part of the building. There's a pit bull dog tied off to the side.

Here's another photograph here. There is where we're using just some hurricane shutters to try to secure the building, which are loosely attached, not properly securing the building. This is a photograph from earlier, before the aborted attempt to replace all the windows. This was the original windows that were there. I don't think they were the original either, I think they were replacement without a permit. That's a picture from '05. I've been observing this building for quite some time.

The window is broken on the side that is occupied. And maybe you saw the air conditioner there. This is part of the aborted rebuild attempt, where windows were installed, windows

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and doors. This is where the ceiling has fallen in the one side. The permits were never able to be signed off. There you have some ceilings had fallen.

Now, you'll notice the nature of the construction. This building was never finished on the inside; there's bare block, it's painted. The inside was never furred out and never dry walled.

There we have the condition of the inside.

CHAIR SCHERER: Is the respondent here?

MR. HOLLAND: No.

CHAIR SCHERER: No.

INSPECTOR STRAWN: There is the installation of a water heater that was done without a permit. A condition of the panel inside the building. Some of the minimum housing code violations where the fixtures and so forth are in bad condition. The tile in the bathroom. Another shot of the same thing. The broken toilet.

Here we have the deterioration. The bill block was just trimmed out to [inaudible] the old wooden windows years ago. Here we have, I've looked through the window and someone has put in a new distribution panel, chopping a hole in that interior wall. But it was never signed off. And some roof replacements. And that's a shot of the way that the windows were replaced years ago.

CHAIR SCHERER: So, the City's asking for -



INSPECTOR STRAWN: The City's asking for an order to demolish.

CHAIR SCHERER: Okay.

MS. HALE: Is it savable at all, Wayne?

INSPECTOR STRAWN: If someone was willing. But I've watched the building for years and years, no one's ever been willing to bring it into a standard to make it an asset to the community and make it something that met our minimum housing code.

MR. JARRETT: And Wayne, you were never able to contact the owners or anything?

INSPECTOR STRAWN: I had meetings with the owners after the hurricane of, I think it was Katrina when the roof was leaking so bad. I met all the people out in the street because they couldn't live in it anymore and they actually did put a roof on. They got a roofer to put a roof on it with a permit at that time, but they never went any further as far as making the building meet the minimum standard that we have.

MS. HALE: Wayne?

MR. JARRETT: But they understood that they needed to -

INSPECTOR STRAWN: Yes, those folks, I think have been foreclosed out now. That's why they're not here.

MS. HALE: Wayne?

INSPECTOR STRAWN: It's in foreclosure? Yes.

MR. MCKELLIGETT: Yes.

MS. HALE: Do you ever speak to Tam English infrom the Housing Authority about buildings like this, if they are savable?

INSPECTOR STRAWN: No I haven't.

MS. HALE: There is some money available that the City is taking things like this.

MR. HOLLAND: This is a wood-framed structure.

INSPECTOR STRAWN: No, this is CBS.

MS. HALE: No, yes.

MR. HOLLAND: Oh, it is? I thought you saw -

INSPECTOR STRAWN: Well they, I guess they framed in those windows, but it was - they're very small, very small units, two very small units.

CHAIR SCHERER: You like to make a motion, anybody?

MR. JARRETT: Yes. 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 SCHERER: Is there a second?

MR. WEYMOUTH: I'll second.

CHAIR SCHERER: There's a motion and a second. Any discussion on the motion? All those in favor?

BOARD MEMBERS: Aye.

CHAIR SCHERER: Those opposed? No? Motion passes.

**10. Case: CE08121388**

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**JACQUELINE EL ADM**

**1005 SE 6 Street**

MS. PARIS: Our next new business case is on page thirteen at the bottom. Case CE08121388, the Inspector is Jorg Hruschka, the address is 1005 Southeast 6<sup>th</sup> Street, the owner is Jacqueline El Adm.

We have service by posting on the property 3/16/09, advertising in the Daily Business Review 3/27/09 and 4/3/09. Service by certified mail to the owner as noted in the agenda.

INSPECTOR HRUSCHKA: Jorg Hruschka, Building Inspector, City of Fort Lauderdale, presenting case CE08121388. I first inspected the property on 12/22/08. At that time the following violations were cited. I'm presenting to you right now, the Notice of Violation that depicts the details of the violations and also the remedial actions required.

The Notice of Violation was sent out on 1/15/09, and I posted the property at 3/20/09. I first heard from the representative of the owner, Mr. Andreas Contreras on 2/4/09. The owner currently is in the progress on of obtaining the demo permit. The sewer cap permit has been issued, but it was issued two months ago and we only have the inspection

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scheduled for tomorrow.

Coincidentally, it's the same contractor that's dealing with the three properties that seem to be having an issue. I have been in contact with Mr. Contreras and he is still working on it. I have talked to Caesar from Dade Wrecking that supposedly is doing this. He still feels like he can get the whole thing together and get a demolition permit, but we -

CHAIR SCHERER: Is there a picture from the street for this?

INSPECTOR HRUSCHKA: Yes, it should be. It's just unfortunately the way the CD-ROM copies it, it's just not quite as easy.

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

But these are some interior pictures. We have a main structural beam, exterior beam on that. It's completely rotten. If you can see here on the right hand side, you see the window that had a board up on it that fell out of the frame on its own volition. It was so rotten afterwards when I looked at it, there's no structural wood frame around it anymore. It's a wood structure that has been covered up with stucco.

Actually, this property has been boarded up since June of 2001. Nothing has happened since then, it has been unoccupied and if you see in front of the building here, that's a part of

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a little concrete lip. You still see on the top of the picture the remnant of that concrete eyebrow, so to say, but this is the one that fell off on the - and when I stopped by I could stick my finger through the whole main structural components because it was so rotten away.

Again, some details of the exterior walls. This kind of is a typical deterioration of the wood structure, the structural components. There's another window where the window fell out, out of the frame itself. There's a picture from the street. It looks like it was an original guesthouse, there was an apartment structure on it. This is a picture with, again, the structural components show where that concrete eyebrow was. The deterioration there, you can see clearly the dry rot. And also in the structural column, somewhere in the corner I don't even know what it is but it's definitely deteriorated too.

CHAIR SCHERER: And there's no respondent?

INSPECTOR HRUSCHKA: Not right, I kind of expected them to be here. I have talked to the contractor about three days ago and I left several messages for the owner's representative.

CHAIR SCHERER: When they're going for a permit, they're going for a demolition permit anyway, so -

INSPECTOR HRUSCHKA: Yes, we're looking for it.

CHAIR SCHERER: I guess we should make sure they get it.

MR. WEYMOUTH: Did you say that the contractor's the same as the one that on the case that we heard earlier where -

INSPECTOR HRUSCHKA: Yes, Dade Wrecking.

MR. WEYMOUTH: Did he not say that there was a conflict with his contractor, that he wasn't licensed, so now he's trying to find a new contractor?

INSPECTOR HRUSCHKA: I don't know, I haven't heard that from my owner. My owner's still going ahead, and the last time I talked to him was a few weeks ago, I left a few messages. I did talk to the contractor a few days ago and he's still going forward. But that's the reason I'm standing here and asking for an order to demolish just in case they do not go forward, we are ordered to go and do it for them.

Right now, they showed me, the owner's in good faith. I don't know how long it's going to take. I do want to have an order to demolish on the books, a finding of fact for the City so that if they don't do it we will do it before hurricane season.

CHAIR SCHERER: Okay, is there motion?

MS. HALE: Yes, I'll make a motion.

MR. JARRETT: Can, before -

MS. HALE: I move that we find -

MR. JARRETT: Can I just ask a question of Ginger before you make that motion?

CHAIR SCHERER: Sure.

MS. HALE: Oh, yes, okay.

MR. JARRETT: A question for the City Attorney. When we order the demolition - we've talked about this before, but I forgot the timeframe - it actually would take 30, 60, 90 days for that to take place and this person has ample time to do this on their own, correct?

MS. WALD: Correct.

MR. JARRETT: Okay.

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

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

MR. JARRETT: Second.

CHAIR SCHERER: Any discussion? All those in favor?

BOARD MEMBERS: Aye.

CHAIR SCHERER: Those opposed? Motion passes.

**11. Case: CE09010002**

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**Gary Roca**

**1500 SW 20 Street**

MS. PARIS: Our next case is a new business case, bottom

of page fourteen. Case CE09010002, the inspector is Gerry Smilen, the address is 1500 Southwest 20th Sreet, the owner is Gary Roca.

We have service by posting on the property 3/10/09, advertised in the Daily Business Review 3/27/09 and 4/3/09. Service by certified mail to the owner as noted in the agenda.

CHAIR SCHERER: What page is this?

MR. HOLLAND: Fourteen.

MR. MCKELLIGETT: Fourteen, bottom of the page.

CHAIR SCHERER: 1500 Southwest 20<sup>th</sup>.

INSPECTOR SMILEN: Okay Board, Gerry Smilen, Building Inspector with the City of Fort Lauderdale presenting case CE09010002. I first inspected the property on 1/2 of '09, at the time, the following violations were cited and I'm handing them over to you. Okay, the violation was sent out on 3/6 of '09, and it was posted, the NOV was posted on 3/10 of '09. I'd like to enter into evidence the following pictures. Okay.

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

What we have here is we have a duplex, that's has a little bit of a problem in the front there, as you can see. We have a major problem with the roof there and the overhang and you can see all the wire lath has come down. It's just a little background music.

Anyway, we're showing the side here, the electric has



been, meters have been taken out and we're showing some new condensing units there on the bottom, as you can see right there at the bottom of the picture. Okay.

We're showing that it is open and abandoned, we have open and broken windows. There's broken window and it's open, people are going in there. Here's some more broken windows over here. We are show - here's the interior and you can see there's some drywall over here and some other stuff from the roof leaks that have developed from lack of maintenance. There's another broken window.

Here's the outside there where we have some, I guess they were trying to seal up that window. New doors. There is some trash on the side there. Another broken window. More broken windows here. Here the sliding door is not locked and as you can see on the bottom, all the drywall debris from the ceiling that's falling in from the leaks in the roof.

There's some more deterioration. You'll notice all along here the fascia boards are just completely rotted away. We're expecting this back part to look pretty much like the front part, this is just a matter of time before it starts caving in. If you'll notice over here, the actual roof tile is starting to buckle because the plywood sheathing can't support it properly anymore.

There's a hole in the roof, in the ceiling from one of the leaks in the building. There's showing you a little more

perspective in the kitchen area. And here's a side view, showing where all that front overhang is just collapsing. Here's a little better shot of the whole front there. Okay.

CHAIR SCHERER: That's just the, is that just the underside of the soffit that's fallen, not the, the trusses are still fine.

INSPECTOR SMILEN: No, they're not.

CHAIR SCHERER: They're not.

INSPECTOR SMILEN: Nope. They're -

MR. HOLLAND: And what's wrong with it? What do you see on the trusses, moisture distress?

INSPECTOR SMILEN: No, there's, well, all these tails here are all rotted off.

CHAIR SCHERER: Oh.

INSPECTOR SMILEN: So, The structure is, if you look at the top chords of the trusses, they're all starting to rot out. If you notice, all you have to do is look, if you look over here you can see where the roof tile is just going do little loop-de-doos like it's surfing over there.

MR. HOLLAND: Yes, roof's in total failure, the sheathing is collapsing on itself and the soffit -

INSPECTOR SMILEN: Yes, this roof is, it's definitely not going to be getting any better, that's for sure.

MS. HALE: Did you have a recommendation?

INSPECTOR SMILEN: Recommendation, of course. Demolition.

MR. WEYMOUTH: The roof problem isn't isolated to just this one area where this overhang is it's -

INSPECTOR SMILEN: It's all through the house. I've demonstrated on the front of the building. I've also demonstrated on the back of the building. It's just going all around the perimeter and just working its way back.

CHAIR SCHERER: Is this right by that little, there's like a little convenience store right there.

INSPECTOR SMILEN: Yes, 1500 Southwest 20<sup>th</sup> Street.

CHAIR SCHERER: I live two blocks from there.

INSPECTOR SMILEN: Yes. Now, you can imagine -

CHAIR SCHERER: [inaudible] does that make a difference?

INSPECTOR SMILEN: I would certainly hate to see some little kids playing around there with just that overhang that lathe and stucco will fall right on their head.

MR. JARRETT: Gerry, did you make an attempt or were you able to contact the owner?

INSPECTOR SMILEN: Yes, I have tried. I, it's under a trust. I've tried to, I've sent certified mail, final notice, I've sent inspection report, I've gotten no response whatsoever, as you can see.

CHAIR SCHERER: It's not, and it's not occupied, because there's no power or -

INSPECTOR SMILEN: No, it's vacant, no power and no water.

CHAIR SCHERER: [inaudible] motion?

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

CHAIR SCHERER: Is there a second?

MR. JARRETT: Second.

CHAIR SCHERER: All those in, no discussion? All those in favor?

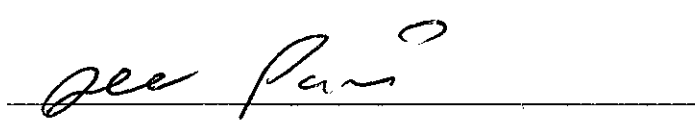
BOARD MEMBERS: Aye.

CHAIR SCHERER: All opposed? None, motion passes.

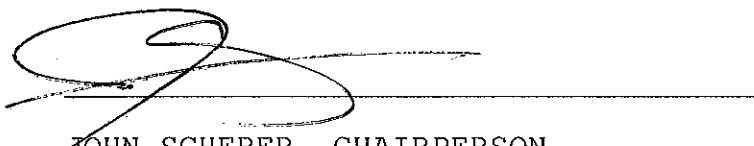
Is that it?

MS. PARIS: That concludes our agenda for the day. Thank you Board.

[Meeting concluded at 4:46 p.m.]



BOARD CLERK



JOHN SCHERER, CHAIRPERSON

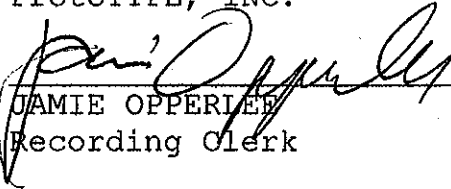
Minutes prepared by: J. Oppenlee, Prototype Services

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held April 16, 2009, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

Dated at Ft. Lauderdale, Broward County, Florida, this  
25 day of April, 2009.

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 16 day of April, 2009.



D.J. GROSSFELD  
MY COMMISSION # DD 667809  
EXPIRES: April 26, 2011  
Bonded Thru Budget Notary Services

  
NOTARY PUBLIC  
State of Florida at Large

Notarial Seal: