

**CITY OF FORT LAUDERDALE  
 UNSAFE STRUCTURES BOARD  
 THURSDAY, FEBRUARY 18, 2010 AT 3:00 P.M.  
 CITY COMMISSION MEETING ROOM  
 CITY HALL**

<u>Board Members</u>	Attendance	Cumulative Attendance 10/09 through 9/10	
		Present	Absent
John Scherer, Chair	P	2	2
John Phillips, Vice Chair [3:06]	P	4	0
John Barranco	P	3	1
Joe Crognale	P	4	0
Pat Hale [until 4:02]	P	4	0
Joe Holland	P	4	0
Thornie Jarrett [3:02]	P	3	1
Don Larson	P	3	0
Michael Weymouth	P	4	0

**City Staff**

Lori Grossfeld, Board Secretary  
 Ginger Wald, Assistant City Attorney  
 Brian McKelligett, Administrative Assistant II  
 Lindwell Bradley, Code Enforcement Supervisor  
 Burt Ford, City Building Inspector  
 Gerry Smilen, City Building Inspector  
 George Oliva, Building Inspector  
 Chris Augustin, Building Official  
 Dee Paris, Administrative Aide  
 J. Opperlee, ProtoType Inc. Recording Clerk

**Communication to the City Commission**

None

**Witnesses and Respondents**

CE08010842: Carnette Best, owner; Annie Baynham, owner  
 CE08101034: Spencer Gordon, partner of the owner  
 CE10020121: Lawrence Levy, attorney

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<b><u>Case Number</u></b>	<b><u>Respondent</u></b>	<b><u>Page</u></b>
<b>1. CE08101034</b> Address: Disposition:	<b>50 Isle of Venice</b> <b>50 Isle of Venice LLC</b> 56-day extension to 4/15/10. Board approved 7-0 with Ms. Hale and Mr. Phillips not present.	<b><u>3</u></b>
<b>2. CE10020121</b> Address: Disposition:	<b>Estate of Ralph P. Nelli</b> <b>100 SW 4 Avenue</b> Immediate demolition the building or the City will demolish. Board approved 9-0.	<b><u>7</u></b>
<b>3. CE08010842</b> Address: Disposition:	<b>Carnetta Best, Deloise Townsend, Annie Baynham &amp; Henrietta Smith</b> <b>2620 NW 21 Street</b> 56-day extension to 4/15/10. Board approved 8-0 with Ms. Hale absent.	<b><u>20</u></b>
<b>4. CE08031555</b> Address: Disposition:	<b>Ivory D. McCutcheon</b> <b>2630 NW 21 Street</b> 56-day extension; the Board recommends the property be boarded up. Board approved 9-0.	<b><u>21</u></b>
<b>Board Discussion/ For the Good of the City</b>		<b><u>63</u></b>

The regular meeting of the Unsafe Structures Board convened at 2:59 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

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

**Approval of meeting minutes**

**Motion** made by Mr. Larson, seconded by Mr. Holland, to approve the minutes of the Board's January 2010 meeting. In a voice vote, Board unanimously approved.

Board members introduced themselves in turn.

Mr. Jarrett arrived at 3:02

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**Case: CE08101034**

**50 Isle of Venice LLC**

**50 Isle of Venice**

MS. PARIS: Our first case will be on page one, this is an old business case. Case CE08101034, the inspector is Burt Ford, the address is 50 Isle of Venice, the owner is 50 Isle of Venice LLC.

We have service by posting on the property 10/28/09, we've advertised in the Daily Business Review 1/29/10 and 2/5/10. Certified mail and violations as noted in the agenda.

This case was first heard at the 1/15/09 USB hearing. At that time, the Board granted a 60-day extension to the 3/19/09 USB hearing with the stipulation for the owner to return to inform the Board of his intentions and plans for the property. In the meantime, no work will be done on property without permit.

At the 3/19/09 USB hearing, the Board granted a 90-day extension to the 6/18/09 USB hearing with the stipulation that the respondent return with a contract from a licensed general contractor.

At the 6/18/09 USB hearing, the Board granted a 120-day extension to the 10/15/09 USB hearing with the recommendation the property be secured from current windstorm threats with due diligence, as observed by City Inspector.

At the 10/15/09 USB hearing, the Board granted a 120-day extension to the 2/18/10 USB hearing.

MR. GORDON: Afternoon, my name's Spencer Gordon; I represent the owner, Mr. John Brown. I was the one who came at the 10/15 hearing to ask for the last extension. At that time, we had an engineer that was preparing the plans to renovate the property.

Since that time, he has been unable to comply with what needed to be done with the City. We have terminated him and we have hired a architectural firm to do the same. I have brought a document from the architectural firm stating what he's doing, and hopefully we should be able to submit the final plans here very shortly.

CHAIR SCHERER: Burt, is the property in safe condition as you, as far as you know?

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale. I went by this morning and it's exactly as

it was before. It still is fairly secure.

CHAIR SCHERER: Okay.

INSPECTOR FORD: Enough. Just for the Board's knowledge, I don't know if they're drawing completely new plans or revising existing plans, but the old set of plans have been in the Building Department since November of last year and were never picked up for corrections, and we're into February. So that's just for your edification. And, but, the building is secure.

MR. WEYMOUTH: Well, they changed architects, that's going to change everything in -

INSPECTOR FORD: That's why I say I don't know if they're completely re-drawing them, but it's been three months, so -

CHAIR SCHERER: Mr. Gordon, what are you looking for?

MR. GORDON: Another 90 days and we should be able to have everything complete.

CHAIR SCHERER: And submitted for a permit?

MR. GORDON: Yes.

CHAIR SCHERER: Okay. Any questions from the Board? Anybody like to make a motion?

MR. LARSON: I have, with the extensions that's been going on, and I, the, you've hired a new - okay, you've hired a new architect?

MR. GORDON: Yes sir.

MR. LARSON: And what is his projections?

MR. GORDON: He's expecting to have his preliminaries done within the next three weeks and then I'm sure there's going to be revisions back and forth when we submit them. So, to be safe, we'd like to get 90 days.

MR. WEYMOUTH: Are you just the owner's rep or are you -

MR. GORDON: I'm a partner with the owner, yes sir.

MR. LARSON: So you're planning on rebuilding it completely?

MR. GORDON: Yes.

MR. LARSON: All the fire damage and termite damage and -

MR. GORDON: Fire damage, termite damage.

MR. LARSON: Is there any way that you could secure that building a little bit so no one gets hurt? Make sure the electric's off?

[Ms. Hale left the dais at 3:04]

MR. GORDON: We could, we could certainly try.

CHAIR SCHERER: I think the electric is off. I heard -

MR. GORDON: It is. Yes, yes.

CHAIR SCHERER: The electric's off and it's been boarded up for six months now.

MR. GORDON: Right.

INSPECTOR FORD: It's boarded up and the - the building is boarded up the same as the last time and the pool is still covered.

MR. LARSON: Mr. Chairman, I'm not opposed to giving an

extension, but I don't want to go 90 days. I want to see some action on that and something from the architect. And then if they need extra time, I'd be willing to give them some extra time. But right now I'd only be willing to give them 60 days.

CHAIR SCHERER: So, would you like to make that in the form of a motion, 60 days?

MR. LARSON: Yes, I'll make that motion. That we give them 60 days and have them come back, to us and give us a report. And then if you need the extra time, I'm willing to give it, as long as I see progress.

MR. CROGNALE: Second the motion.

CHAIR SCHERER: Okay. Motion and a second. Is there any discussion? Seeing none, all those in favor say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: All opposed? 60 days.

MR. GORDON: Thank you very much.

[Mr. Phillips arrived at 3:06]

[Ms. Hale returned to the dais at 3:06]

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**Case: CE10020121**

**Estate of Ralph P. Nelli**

**1000 SW 4 Avenue**

MS. PARIS: Our next case will be on page four. This is

the new business case. Case CE10020121, the inspector is Gerry Smilen, the address is 1000 Southwest 4<sup>th</sup> Avenue. The owner is Estate of Ralph P. Nelli. We posted the property 2/5/10 and we have certified mail as noted in the agenda.

INSPECTOR SMILEN: Good afternoon Board, Gerry Smilen, Building Inspector for the City of Fort Lauderdale, presenting Case CE10020121 at 1000 Southwest 4<sup>th</sup> Avenue.

[Inspector Smilen displayed photos of the property]

I first inspected this property on 1/28 of 2010 and at that time I had also seen the fire, and I called in the fire. Right now, this is a wood frame house, an old wood frame house that was probably built in the, I'd say the 20s or 30s and smoking up there, getting pretty hot.

There is no homestead on the property, this property was rented out and you can probably see some occupants walking across, they're not too happy. The way it stands right now, the City is looking at this property as a windstorm and fire hazard, and it is a life safety issue.

The house is partially boarded-up. After we get through these action photos of the fire, we'll, I'll show you an updated set of the way the house stands today. As it stands today the whole back of the, of the house where it suffered the significant structural damage is still open; you can walk right in through the whole house in the back there.

There's evidence of vandalism and other people being in



there after, way after the fire. You can see an air-conditioning unit that'll be hanging off on the roof, and some other things. And the worst thing about this, Board, is the fact that there is a school bus stop that's positioned right outside on 4th Avenue from this house. And after we get through these photos, and we show you the other photos, the City is looking for a little exceptional action on this property; we're looking for an immediate demolition, not the 30-day standard that we usually give.

That's the rear right there. As it's showing, you can see, this, there's no structural integrity whatsoever. Can we move to the next? These pictures were taken yesterday.

CHAIR SCHERER: This is just north of Davie on Fourth, on the east side?

INSPECTOR SMILEN: That, it's, yes, right, that's correct, 1000 Southwest fourth, right on 10th Street.

CHAIR SCHERER: Oh, okay.

INSPECTOR SMILEN: Now you see, right there, you can see the air-conditioning unit laying on the roof, which was up in that window. They had, were jumping up on a half wall up on the roof and going in through that opening at the top. Now it is secured. Somebody had gone in there and secured it, but they were getting in that way.

Get a little, okay, this is the rear of the house here. As you can see, you can walk directly in there, and I've taken

some pictures, I walked in there a little bit. That's a motorcycle, little casualty there. As you can see, this is more area of the rear that is just toast. And you can, right in that door opening there, you can walk right in through there, and you can follow doorways that are open and walk right into the whole structure of the house.

I imagine there are, I have witnesses from neighbors who live in the area that have seen people actually go into the house, take things out, and they're in the midst of stripping it. It's not a good situation, and we, the City, believes that this house needs to come down as soon as possible.

We'll show pictures in the front there, where you can see how they actually, it's very easy to get up on the roof. This is again going into the house. On the rear, that's debris that's still laying around the outside of the house. This is more area of the charred roof that's not in good shape.

Right there, you could see that half wall, you can jump up on that and jump right up on the roof and proceed right up through that window. Okay, that's good.

CHAIR SCHERER: And the City's requesting an immediate demolition.

INSPECTOR SMILEN: Yes sir.

CHAIR SCHERER: Okay.

MS. HALE: When was this fire, Gerry?

INSPECTOR SMILEN: I'm sorry?

MS. HALE: When was the fire?

INSPECTOR SMILEN: The fire, I believe, was January 28<sup>th</sup>.

MS. HALE: Okay.

CHAIR SCHERER: We have the Chief Building Official here.

MR. AUGUSTIN: Good afternoon Board. Chris Augustin, Building Official for the City of Fort Lauderdale. Gerry pretty much described the whole situation there, and pursuant to Broward County Administrative Provisions to the Florida Building Code 115.5.1, it is in my opinion that there is a health hazard, a windstorm hazard and a fire hazard, and I believe it should be demolished immediately.

CHAIR SCHERER: Okay.

MR. CROGNALE: I'd like to make a motion to that effect.

CHAIR SCHERER: Hang on, we have a respondent here?

MR. CROGNALE: Respondent?

MR. PHILLIPS: Looks like an attorney.

MR. HOLLAND: Oh yes.

MR. LEVY: I don't know if I qualify as a respondent. Good afternoon Board. My purpose for being - first of all, by introduction, my name is Lawrence Levy, I'm the attorney for the estate of Ralph Nelli. We have, at least to my knowledge, have been actively trying to sell this property for some time. I was not aware of the circumstances of what had occurred prior to this fire having taken place. In other words, I was not even aware that there was an occupant on this property.

Make a long story short, we are actively trying to get this property sold, but I understand the City's concern about trying to get this property demolished, the structure rather demolished sooner than later because of the hazard that it presents, and based on the photos, I would agree.

My only concern is, from a practical standpoint, would the Board consider giving us a certain amount of time to try to get it sold as is and give the opportunity to demolish as part of the sale?

CHAIR SCHERER: I mean, just, from what we've seen and from what the Chief Building Official just stated, I don't, I don't think this Board's inclined to do that because it's right on 4th Avenue, there's kids right there. But the Board may vote - Jack?

MR. PHILLIPS: Mr. Chair, Mr. Levy, who's the personal representative?

MR. LEVY: It is Gary Judycki.

MR. PHILLIPS: And is he local?

MR. LEVY: He is local.

MR. PHILLIPS: And do you know, if he rented it out to tenants?

MR. LEVY: That's something that I have to determine.

MR. PHILLIPS: Okay. The second thing is, is there fire insurance on it? The only thing I would think of, if there were fire insurance and they needed enough time for the claims

adjuster to come down and document it.

CHAIR SCHERER: It's been a month.

MR. PHILLIPS: Maybe a short period of time to take pictures and let the adjuster, if there were a fire policy, to look at. But if there wasn't, then that's moot.

CHAIR SCHERER: Gerry?

MR. LEVY: Mr. Phillips, I can't tell you with certainty whether there was any fire insurance on there or not, as we stand today.

CHAIR SCHERER: Gerry.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector for the City of Fort Lauderdale. At the fire, at the scene I did meet Gary Judycki, and he basically told me there is no money in the trust to even board up the property, let alone rebuild it. And he also asked me if the City would be interested in taking the property, which I told him we don't do. So, I don't really think there is any interest in rebuilding.

MR. PHILLIPS: Well, wait a minute, wait a minute, hold on!

CHAIR SCHERER: Okay.

MR. PHILLIPS: Maybe Mr. Augustin or some of the Commissioners consider that one. At least cover the cost of demolition.

CHAIR SCHERER: Any more questions on this project?

MR. BARRANCO: Yes, Mr. Chair, I have a question for

Ginger. Now, Gerry was asking for an immediate demolition -

MS. WALD: That is correct. Ginger Wald, Assistant City Attorney, actually, this case is a little unique. There were two ways that the Building Department could have gone on this case, and they've decided to go both ways.

One, because the case was originally opened by Gerry because he's the one that saw the fire and called the Fire Department, he immediately brought his case forward. And then Mr. Augustin was called in to also look at the property. There was a, they were looking at a potential maybe for a boarding, but my understanding was boarding was not possible.

They asked Mr. Augustin to come in as to his professional opinion to make a determination whether there should be an immediate emergency - which he has the authority to do so under the Florida Building Code.

And that's why he came and he gave his testimony pursuant to the Florida Building Code that it could be an emergency. Because the Unsafe Structure Board was being held basically right around the corner at this time, because they were already, where were we, like less than two weeks, right? Yes, less than two weeks. They asked my opinion. I said you can go either way, or you can go both ways.

And the Building Department decided to go both ways to give the opportunity for Mr. Judycki, the personal rep, and his attorney - and I spoke to both of them too, by the way, to

give my disclosures as to the process - to give them an opportunity to come in in that period of time if they could go ahead and do the demolition.

So, long story short, the City is requesting from this Board for the City to have the opportunity for immediate demolition. And that's why they're looking that route. As I said before, the Building Official can still do it on his own. But, for due process concerns, they thought this would be the best way to go and I concurred with that.

CHAIR SCHERER: Okay.

MS. WALD: I hope that answer your question in a long way.

CHAIR SCHERER: Any questions, or would anybody like to make a motion?

MR. WEYMOUTH: Yes, I've got a quick question Ginger. If we don't grant the immediate demolition do we all of a sudden incur some sort of liability?

MS. WALD: You personally?

MR. WEYMOUTH: No.

MS. WALD: No.

MR. PHILLIPS: How about us as a Board?

MR. WEYMOUTH: How about the City?

MS. WALD: Well, the Board, in and of itself, no. Because you're, the City, maybe, if something happens. I don't want to get too [inaudible], I want to get into -

MR. PHILLIPS: Well, [inaudible] you're going to get a mass resignation before we vote.

MS. WALD: Yes, I don't, no, I mean, the City itself, possibly, yes, possibly.

MR. CROGNALE: May I -

MS. WALD: Other things have happened that have been similar to that, so that is a possibility. You individually, no.

CHAIR SCHERER: Yes?

MR. CROGNALE: May I continue with my belated motion that I jumped the gun?

MS. WALD: Oh, if there's no other questions, I'm out of here.

MR. WEYMOUTH: I've got one more question. The only request for additional time is to bring a sale, to find a buyer.

MR. LEVY: Yes Mr. Weymouth. The hope would be, on my part, would be to get somebody who would do a quick sale. Buy that as is with the understanding that they were going to demolish it immediately. And that would be the only thing that I could request of this Board, and I don't even know if I have the right to request it.

MR. WEYMOUTH: Is the property listed?

MR. LEVY: It's been listed. Now, I don't know if it's currently listed.



CHAIR SCHERER: Don't you think it would be worth more without the property there, without the building there?

MR. LEVY: I'm sorry?

CHAIR SCHERER: Don't you think it would be worth more without the building there?

MR. LEVY: You're probably right, at this point. You're probably right.

CHAIR SCHERER: What are you going to sell? You're going to -it's going to cost you more to sell it.

MR. WEYMOUTH: Yes, but the only reason I would argue that is that it may be cheaper for him to demolish the property privately himself than have the City do it.

MR. LEVY: Yes, it, I'm -

CHAIR SCHERER: Well, he has -

MR. LEVY: I'm just trying to minimize, I'm just trying to minimize the potential lien on the estate.

CHAIR SCHERER: Yes, I understand. Okay, so -

MR. PHILLIPS: Mr. Levy, I have one question. First of all, any, even if you were to get a brief extension to get a sale you'd have to bring this in front of a judge to get permission to sell.

MR. LEVY: Correct.

MR. PHILLIPS: That's number one. Do you, you have no idea whether or not there's fire insurance on this?

MR. LEVY: Not as I stand here today.

MR. PHILLIPS: Well, I would suggest that you find out immediately, and you videotape that and whatever, to preserve some evidence. Because if there is a claim for the estate -

CHAIR SCHERER: We had a part of a motion starting, I think.

MR. CROGNALE: Yes, I kind agree with the City, and I'd make a motion, I move that we find a violation exists as alleged and that we order the property owner to demolish the structure within 30 days and that we order the City to demolish the structure should the property owner fail to timely demolish. Such demolition is to be accomplished by a licensed demolition contractor pursuant to a City issued licensed demolition permit.

CHAIR SCHERER: Okay, so we have a motion, do we have a second on the motion?

MR. JARRETT: Second.

CHAIR SCHERER: Okay, now we have discussion on the motion. I would like to make a modification, a suggestion to make the 30 days immediately, to change your recommendation from a 30-day, within 30 days to immediately. Demolish the property -

MR. JARRETT: Well, Mr. Chairman, I think it means -

MR. CROGNALE: I will amend that.

MR. JARRETT: - within 30 days and the City's already stated they're going to do it right away.

MR. CROGNALE: The City wants to do it -

MR. JARRETT: It already covers it.

MR. PHILLIPS: Ginger, could the motion be: pursuant to Florida Building Code 115.5.1, if we find that the violation exists and it's an immediate emergency, life safety, and therefore we authorize the City to immediately demolish it?

MS. WALD: Yes, and I believe that's what the City has actually requested.

CHAIR SCHERER: Okay. So can that be in the form of a motion and just -

MR. CROGNALE: Yes, we adopt that language immediately.

MS. WALD: You're, then you're accepting the friendly amendment?

MR. CROGNALE: Immediately.

MS. WALD: Okay, let's state the, can you state the amendment one more time?

CHAIR SCHERER: Okay. So, the amendment will be to revise the original amendment from -

MR. CROGNALE: 30 days.

CHAIR SCHERER: Property owner should demolish the structure immediately in lieu of the 30 days.

MR. CROGNALE: That's correct.

CHAIR SCHERER: In accordance with statutes previously said. So, there's a motion and a second -

MR. LEVY: If I may, Chair - immediately meaning -

CHAIR SCHERER: Immediately. Today, tomorrow, immediately.

MR. LEVY: Thank you.

CHAIR SCHERER: Motion and a second, all those in favor, say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: Opposed? Motion carries. Next case.

MS. PARIS: We have two cases left and they happen to be one duplex, two sides. So what we would like to do, we have someone here for one of the sides of the duplex. What we would like to do is read both cases into the record. And then Inspector Smilen will present them one at a time. Is that okay?

CHAIR SCHERER: Okay, sure.

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**Case: CE08010842**

**Carnetta Best, Deloise Townsend,**

**Annie Baynam & Henrietta Smith**

**2620 NW 21 Street**

MS. PARIS: Great. We'll start on page two. It's a new business case. Case CE08010842, the address 2620 Northwest 21st Street, the inspector is Gerry Smilen. The owner is Carnetta Best, Deloise Townsend, Annie Baynam and Henrietta

Smith.

We have service by posting on the property 1/27/10, advertising in Daily Business Review 1/29/10 and 2/5/10. Certified mail as noted in the agenda.

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**Case: CE08031555**

**Ivory D. McCutcheon Jr.**

**2630 NW 21 Street**

MS. PARIS: On page two we have, correction, on page three we also have new business CE08031555, the address 2630 Northwest 21st Street, the owner is Ivory D. McCutcheon Jr., the inspector is Gerry Smilen.

We have service by posting on the property 1/27/10 advertising in the Daily Business Review 1/29/10 and 2/5/10. Certified mail as noted in the agenda.

MR. PHILLIPS: What is the owner you cited, McCutcheon?

MS. PARIS: Correct, McCutcheon.

CHAIR SCHERER: The two owners, this is one duplex; two properties.

MS. PARIS: It's a duplex. Two sides of a duplex.

MR. PHILLIPS: McCutcheon doesn't appear. It says Best, Townsend -

CHAIR SCHERER: It's on page three.

MS. PARIS: Next page, next page, next page.

CHAIR SCHERER: It's on the next page.

MR. PHILLIPS: Oh, okay, I'm sorry.

CHAIR SCHERER: Gerry, what do you got? Complicated one here.

INSPECTOR SMILEN: Yes, this is a tale of two units and a duplex. Gerry Smilen, Building Inspector, City of Fort Lauderdale presenting case CE08031555 at 2630 Northwest 21st Street. This property was first inspected on March 24<sup>th</sup> of '08 and at that time violations were cited as an unsafe structure.

Basically, there's no homestead. There was severe damage on this property and the way this works with the two cases is, since they're both joined together there's a roof that connects both units together.

Now, I need pictures, can have some pictures, please?

[Inspector Smilen displayed photos of the property]

INSPECTOR SMILEN: Anyway -

MR. PHILLIPS: Mr. Smilen, can I ask you, why do you mention it's not homesteaded?

INSPECTOR SMILEN: Well, because if it's not homesteaded that means that it's, there's a potential use for rental property; it's not for a personal use. So that's why I would mention - I mention that on all the cases. If -

MR. PHILLIPS: I was just wondering what significance that is.

INSPECTOR SMILEN: Well, the -

MR. PHILLIPS: Collectibility. Well, I really don't know why [inaudible]

INSPECTOR SMILEN: Okay, well, it's information.

MR. PHILLIPS: So, no Code Enforcement that may affect whether or not we can attach it.

CHAIR SCHERER: He wants to give us as much information as possible.

SUPERVISOR BRADLEY: Which one is that?

INSPECTOR SMILEN: Yes, he had, go ahead do that one.

SUPERVISOR BRADLEY: Which one is that? Doesn't make any difference.

INSPECTOR SMILEN: These, I'm not going to show these pictures anyway. Okay, anyway, what we have is a situation here is we have, we have the west and we have the east units. The west unit is the one that has, had the severe damage in it. There was somebody living in the east unit when this case was first transferred to me. And what has happened since then is there's been an effort by the McCutcheons or his guardian to rebuild the west side. As a result, the situation just gets worse and worse.

This right here is a picture, actually, of the east side, but it's been tarped. It's damaged from hurricane Wilma and the roof structure is just gone, gone down the tubes. It's, the rear area, as we can -

CHAIR SCHERER: Gerry, which page are you, are we looking

at?

INSPECTOR SMILEN: Well, we're starting at 2630, which would be the west unit, which has the most damage.

CHAIR SCHERER: So that's page, that's page three.

INSPECTOR SMILEN: As you, right, keep, keep -

CHAIR SCHERER: Are the respondents for page three here, or are they not here today?

INSPECTOR SMILEN: I don't see any -

CHAIR SCHERER: For 2630 Northwest -

INSPECTOR SMILEN: I see respondents for 2620, which would be the east unit.

CHAIR SCHERER: Okay.

INSPECTOR SMILEN: So I want to address the west unit because the west unit is the catalyst for this whole case.

CHAIR SCHERER: Okay, so that's on page three, and the respondent is not here.

INSPECTOR SMILEN: Okay, right here, we're looking at the units in the front here. The one on the right, there is the west unit; the one on the left is the east unit. Okay, could we go to the next picture, please? Okay, as you can see here, this is the eastern unit. Again, please. Keep going, keep going, go, go on. That's, that's all there is? Alright, show me the other disc then. Do you have another disk?

SUPERVISOR BRADLEY: Yes.

INSPECTOR SMILEN: I apologize for the delay, Board. We



got our stuff mixed up here.

MR. WEYMOUTH: The violations are the same on both sides, Gerry?

INSPECTOR SMILEN: Yes. The violations are not as severe on the east side as they are on the west side, but I'll get into why the east side, obviously there's a relationship there between the two units.

CHAIR SCHERER: And they're, both sides are occupied?

INSPECTOR SMILEN: No. At this point, both sides are not occupied.

CHAIR SCHERER: Both sides are vacant.

INSPECTOR SMILEN: As of today, no. Move on please, move on. Okay, that's the front, keep going. Okay, this is the inside of the western structure. It has been gutted and the trustee for Ivory McCutcheon was going to attempt to try to rebuild the area. The problem is, Ivory McCutcheon himself does come in here and does sleep in here every now and then. And it's not, obviously we're not in a minimum housing code approved situation here. Could we move on please?

Okay, there's the bed right there. Keep going. That's the front of the house. There's the chair where he sits out there, keep going. Okay, here's the side, we have broken windows, there is access into this unit; it is not secured. Go on, next one please.

This is the rear storage room. As you can see, the whole

roof system is completely gone. As you can see there that used to be a roof over there; it's just completely collapsed in. There's another shot of the rear.

MR. HOLLAND: Is that an addition, that's an addition Gerry?

INSPECTOR SMILEN: No. It was, it was a storage room that was originally there with the original plans.

MR. CROGNALE: Gerry, is the meter pulled? Is the meter pulled.

INSPECTOR SMILEN: Yes, the meter is pulled. Continue please. Here's, this is an area, it's a little cloudy, but when it rains, it just pours in there, the place gets full of water, it becomes a mosquito breeding ground in there. Next. Here we go with more water, and more areas that are just gutted out. As you can see, the place is just, it's just deteriorating as we go.

Okay, and at this, this is on the east side. I don't have any pictures on the east side. When I first took the case Mrs. Henrietta Smith was living on the east side and there was evidence of roof leaks back then in '08.

I explained to her at this time, the west side was owned by Delta Asset Managements, which, there was a lawsuit going on because they had, there was a question of the mental competence of Ivory McCutcheon selling that unit to them and eventually Ivory McCutcheon took possession back.

My original plan was to try to get Delta Asset Management to rebuild that unit or else they would have nothing, and as a result, they're not in the picture anymore. So now we have a situation where back taxes are owed on the west unit, they have not been paid, and there are no funds to take care of rebuilding the west side.

Now the problem that we have here is because they're joined together, can we get a picture of the frontal please? There, well no, go on, go on. One more, go on. There you go, okay. The roof, the plane of the proof goes completely, it's the same plane going across both units.

Mrs. Smith said that she tried to get her roof repaired but because there's no stopping point from one roof to the other on the units, it just goes completely across the whole thing, no roofer would want to come and just repair her side because there's no way to, you know, there's no definitive point to start and stop the repair.

MR. CROGNALE: No firewall between the two units?

INSPECTOR SMILEN: There is a firewall. There's a fire block wall that goes all the way up.

MR. CROGNALE: It doesn't - does it all the way up?

CHAIR SCHERER: No.

INSPECTOR SMILEN: It goes up to the bottom of the sheathing; it does not go through the sheathing.

MR. CROGNALE: It doesn't penetrate the roof, it doesn't

penetrate the roof line.

INSPECTOR SMILEN: No, no it does not. There are also, I have some shots of the plans here. Could we go this way?

[Inspector Smilen displayed plans on the Elmo]

CHAIR SCHERER: So Gerry. Do you think that there's mold going into the other side now, from the, I guess it's the east side?

INSPECTOR SMILEN: It's, it probably is because at that time -

CHAIR SCHERER: [inaudible]

INSPECTOR SMILEN: - when these units were built, they didn't require a recessed area with all the block, where the block walls would go where they require it now for leakage problems.

CHAIR SCHERER: It's just going right through the units.

INSPECTOR SMILEN: And if you look right here, what we're showing here, this would be the tenant separation wall. There's actually two block walls here that are abutted together, which is a nice design, and there's a footer here. If this west unit was, were to be removed, the other one could stand by itself, but there would be a lot of reparation that would have to go.

This tenant wall here would have to be stuccoed and it would, you would have to form some sort of a gable end repair and stucco where you'd cut the roof. There's a lot of work in

here.

The other problem that we had was the fact that we were concerned about minimum lot size, because when you knock down one side, then there's a minimum requirement for a minimal sized lot for a single-family home, which we found out it's zoned RD, RD-10, which requires 3,300 square feet minimum for a lot.

Now this is where it gets a little complicated, because when you take a 60-foot lot by 100, almost 116, you divide it in half, that's 30 by 100, almost 116, you come up with about a little under 3,500 square feet. So we're okay on the minimal, the minimum side, but the fact that you're going to have a unit that's resembles a zero lot line unit, I don't know if that's going to fly or not. That would be a matter of interpretation through our Zoning Department.

I did speak to one member of the Zoning Department; he felt that it would be okay, but I don't have a definitive answer on that.

MR. PHILLIPS: Well, that would go to the - that's something could be brought to Board of Adjustment, if someone wanted to do that.

INSPECTOR SMILEN: Well, again, again, with no, nothing written in stone either, it doesn't mean that it will, would be approved or not.

CHAIR SCHERER: So Gerry, what are you recommending?

INSPECTOR SMILEN: I'm wrecking - I'm, wrecking - okay, I'm, you know what's on my mind. I'm recommending a 30-day demolition.

CHAIR SCHERER: For?

INSPECTOR SMILEN: For both units.

CHAIR SCHERER: Both units.

MR. PHILLIPS: Both units.

INSPECTOR SMILEN: Yes. The other unit right now is secured but it is unoccupied.

CHAIR SCHERER: And is it in the same condition as the -

INSPECTOR SMILEN: No, it's not. But I don't have access to the interior of the unit so -

CHAIR SCHERER: Okay.

INSPECTOR SMILEN: I'm, what I'm doing, from the time I was in there in '08, there were roof leaks -

CHAIR SCHERER: Right.

INSPECTOR SMILEN: There was a tarp that was on the roof. Things haven't changed from that, so I can't say, I haven't been in there to witness myself the situation. But, with the difficult, degree of difficulty with the demolition of cutting these two units in half, the only thing that I could say is the City would be willing to look at some time, if the owners of the east unit could get together and show that they were willing to take some sort of an action, and there are some options that they can take.

CHAIR SCHERER: Is it, are you, is the respondent here for the 2620 Northwest 21<sup>st</sup>?

INSPECTOR SMILEN: Yes.

MR. WEYMOUTH: Can I ask a quick question?

INSPECTOR SMILEN: Would you like to come up and speak?

MR. WEYMOUTH: Gerry, before you walk off, quick question. Obviously this, there's some unique components to this property, but I don't think that it's unique in that people will take title to a duplex this way. I've built, actually, properties that you take title to half a duplex. From the Building Department's stand point, if they wanted to come in and re-roof just their half of the building, would you issue a permit for that?

MR. PHILLIPS: Interesting.

INSPECTOR SMILEN: There would have to be a structural detail that would separate the two roofs. There would have to be a modification there.

MR. HOLLAND: I, yes, with all due, I have some experience with this. I do, I question, I think it's done a lot, replacing one portion of a roof that's contiguous. It happens a lot. Sometimes there's deed restrictions regarding doing both, if you're going to do one. But I think it's actually common. Your point about contractors not liking to do it is very valid. They try to dodge that sort of stuff. But my professional opinion is that it can be done.

INSPECTOR SMILEN: Well, I think we could defer to our Chief Building Official -

CHAIR SCHERER: Yes, why don't we have Mr. Augustin come up and -

INSPECTOR SMILEN: He could probably give us some light on the subject.

MR. AUGUSTIN: To answer the question about a permit for one half, if it is a, its own property - and that's my understanding here, there are two individual properties - we would be able to issue a permit for a re-roof for one half.

MR. WEYMOUTH: And the method of tying in the old to the new is up to the roof or to present it to you guys in an acceptable fashion.

MR. AUGUSTIN: Yes.

CHAIR SCHERER: Okay. Jack?

MR. PHILLIPS: Mr. Chair, I'm wondering, Mr. Smilen, Mr. Augustin, let's say these ladies, who, I'm getting the impression they don't want us to demolish the eastern part. Okay, and it looks like they got a pretty good team, who want to work together.

So Gerry if, Mr. Augustin, if they agreed to fence the whole property for example, I mean totally fence it, and they agreed to boarded it up, and they, I don't know if there's some type of equitable remedy one owner has with another if there's a common roof.



If they were willing to give them some time to at least to board it up and fence it, maybe they can seek their legal remedies in terms of roof, re-roofing the whole place and putting an equitable lien on the next one that one co-owner owns with another. Would that be something that's workable Ger?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale, the one problem we have is the fact that they don't own the west side of the property, so that would have to be something that would have to come from the McCutcheon side there.

If the McCutcheon's were in agreement that they could do that and they could go on his property and fence that off I guess that would be some sort of an alternative, but the City is really looking for the means for action on this property because the property has sat here. Like I explained to you, the case is from '08, we're already in 2010, and I just haven't been getting the feeling that there's any type of financial anything.

MR. PHILLIPS: Go ahead and say it Gerry, but I'm not, for example, if they were going to go in and get legal counsel like they should probably do, and ask for like a mandatory injunction to say, not to prevent something but force McCutcheon to do something or else, and the judge were to say McCutcheon representative, you fix it within such and such or

they're going to do it and they're going to have an equitable lien against the other one because it's potential damage to both. That way they can preserve their half and maybe get some protection if they wind up re-roofing the whole thing.

INSPECTOR SMILEN: Well, that would be something out of my realm; I'm not a lawyer.

CHAIR SCHERER: Gerry, can I ask you one more question?

INSPECTOR SMILEN: Sure.

CHAIR SCHERER: If they knocked down the side that, just one half of it -

INSPECTOR SMILEN: Yes.

CHAIR SCHERER: Knock it down, cut the roof right there, they re-roof, is that a possibility too?

INSPECTOR SMILEN: Yes, it is a possibility.

CHAIR SCHERER: They would have put a new gable end and stucco and paint that existing block wall.

INSPECTOR SMILEN: It is a possibility. There's a possibility that they might want to talk to the McCutcheons and have them deed over that property. And when, when you, according to Zoning, if the property gets deeded over to them, then it automatically merges into one lot.

CHAIR SCHERER: Oh, what we, alright. I'm just trying to think what we can do here today to facilitate this. And if that's knocking down half of it and requiring them to put a new roof on the house because it sounds like they need one

anyways, maybe that's the route the Board will take.

INSPECTOR SMILEN: Well, if, if they can do that.

MR. WEYMOUTH: Did you say that taxes have not been paid?

INSPECTOR SMILEN: That's what I've been told.

MR. WEYMOUTH: On both sides?

INSPECTOR SMILEN: No. I don't know about the east side;  
I just know about the west side.

MR. PHILLIPS: How many years back?

MR. JARRETT: Gerry?

INSPECTOR SMILEN: It's this last year.

MR. WEYMOUTH: So, they just have to, they're not past  
due yet.

INSPECTOR SMILEN: Oh, they are past due.

MR. WEYMOUTH: For last year, they're due by March  
[inaudible]

INSPECTOR SMILEN: Okay, well, okay, I'm not, I'm saying  
it's past due.

CHAIR SCHERER: Okay.

MR. PHILLIPS: How about these ladies; I think they want  
to talk.

MR. JARRETT: Gerry, one more question before you take  
off.

INSPECTOR SMILEN: Sorry.

MR. JARRETT: You talked about the possibilities of the  
wall being stuccoed and the gable installed and the roof fixed

and so on. Have you discussed with them, I mean, has there been financial discussions made, they're able to do this, if we tear down the one side, the other owner's able to do this?

INSPECTOR SMILEN: Well, I've been, I spoke to Marguerite McCutcheon, who's Ivory McCutcheon's ex-wife and she was supposed to be his guardian and they were looking to try to get funding to do something with it and they started to do it, an interior demo as you saw, but she said that she couldn't get the funds, I guess because of the economic situation that we're going through right now, or other reasons that I'm not aware of.

But they couldn't even come up with the money for the taxes. And on the east side with Henrietta Smith, she was trying to get funding to redo a roof, but she also said that she was having difficulty as we had talked about getting a contractor to just go up and just do half of the roof and stop at there.

CHAIR SCHERER: So if half of the building was gone, she would probably be able to do that.

INSPECTOR SMILEN: If she has, she can get the funds, sure.

CHAIR SCHERER: Maybe the respondents might want to, go ahead.

MR. JARRETT: Well, we're not creating a situation here where the other half of the house is going to be before the

Board next month because the open, the open end hasn't been addressed.

MR. HOLLAND: Right.

CHAIR SCHERER: Right.

MR. JARRETT: That's where I'm going with this line of questioning. Are we opening the door for them to be back here in a month or two with the other half of the house, or do they have the physical or the financial ability to take care of that?

INSPECTOR SMILEN: Well, the City -

MR. WEYMOUTH: [inaudible] let it play out.

CHAIR SCHERER: It's giving them an opportunity -

INSPECTOR SMILEN: The City hasn't seen the financial capability yet, and like I said, this is from 2008.

CHAIR SCHERER: In any case, it's better than tearing the whole property down. It's giving you an opportunity to do something and if you don't and it comes before the Unsafe Structures Board because you got an open roof, but it gives you the opportunity to get a roofer out there and fix it if that's the way the Board decides to go.

MR. HOLLAND: Clarification. Does the firewall go all of the way up to the apex or -

INSPECTOR SMILEN: It goes up to the bottom of the roof sheathing.

MR. CROGNALE: It doesn't go - no fire shaft up to the

gable?

INSPECTOR SMILEN: It doesn't go through the roof, the roof layers itself, it goes right up to the bottom of the plywood sheeting.

MR. HOLLAND: It goes up to the -

MR. WEYMOUTH: What did they do sandwich a truss?

INSPECTOR SMILEN: It's two block walls, they just poured a [inaudible] beam -

MR. HOLLAND: The block wall's all the way -

INSPECTOR SMILEN: All the way up.

MR. HOLLAND: Through the gable, underside a sheathing of the roof.

CHAIR SCHERER: That's pretty easy.

INSPECTOR SMILEN: It's a double wall too.

MR. CROGNALE: My question is that, if they take one half down, and one of the suggestions is to take one half down, the damaged half, and leave the other one up and they can rebuild it. What happens to the deeding of the underlying ground, the property itself, who - is that a title, the split, does that have to be addressed, who owns that?

CHAIR SCHERER: Well that's, I don't think that's really before us. It's not, it's nothing to do with what we have to do.

MR. CROGNALE: That's not part of our problem, then. Okay.

CHAIR SCHERER: No.

MR. LARSON: No, you would have two deeds on that.

MR. WEYMOUTH: I've got one technical question because I think we've combined two violations under one conversation, and it sounds like we may be going down the path of a demolition on one side and not the other. Do we need to sort of back up a little and re-addressed this, even though we haven't heard from these women yet?

MS. WALD: Ginger Wald, Assistant City Attorney. First of all, I do think you need to hear from the respondents as to, I forget which number is on your agenda I didn't bring it up with me. This case originally was brought forward just on the McCutcheon property, again, I don't remember which number.

And when it came to the point as to whether it should move forward with demolition because the issues arose as to the joined roof, it was our device at that time to make sure notice was provided to the adjoining landowners because if it's going to be a demolition it's going to include part of the roof also and there could be other issues involved.

And therefore my understanding what the City decided to do was to bring in two separate cases. Bring one case, the original one, that's against McCutcheon and then the second case, which is against the other owners who are here. They have both been called in together so you can actually see them together, but they are two separate Unsafe Structure Board

cases.

MR. PHILLIPS: Mr. Chairman, can we -

MS. WALD: But you do have the respondents.

CHAIR SCHERER: Yes.

MS. WALD: And I think you do need to hear from them as to their case.

CHAIR SCHERER: Absolutely. Ladies?

MR. WEYMOUTH: Do we want to hear from them if we're talking about a property that they don't own?

CHAIR SCHERER: Well -

MR. PHILLIPS: Yes, because let's say they want to buy it, and then maybe we want to give them an extension of time and if they agree to put fences up -

CHAIR SCHERER: Ladies.

MR. PHILLIPS: And if they want to do this. Maybe that'll affect our -

CHAIR SCHERER: Okay, why don't we hear from the respondents?

MS. WALD: Because they have an opportunity to be heard.

CHAIR SCHERER: Yes.

MS. WALD: There you go. Please state your name.

MS. BAYNHAM: Good afternoon, my name is Annie Baynham, I'm property owner 2620 along with my sister Carnetta Best. This is new to us. Like I say, this is new case when it comes to us. I do want to share with you, the importancy of us



maintaining the property. The property was purchased by my mother in '71, which that's the only property she was able to get while she was here. And that's why it's so dearly to our heart. That not because it's just a property, it's something that our mother worked hard for us to have.

We did get the letter certification and we made every effort to be here today to tell you what we are trying to do on our side. As Mr. Smilen mentioned before, we did try to get someone to do one side of the roof; they refused to do it.

We had Home Depot there, we had Sears and several other companies to come and look at doing the roof over for us. And again, the problem was that they don't do one side. So we find ourselves in a dilemma with that. But we continue finding general contractors, so they can come there and not only do the roof but do entire renovation of the house because the house is over 30-something years old.

For the property next to us, we do have a small relationship with it because the property belonged to my sister, Eula, and her son, which is a disabled veteran, Ivory McCutcheon. He is mental disturbed. So, a lot of things that Mr. Smilen mentioned is a lot of things that Mr. McCutcheon did himself. He refused to listen; he's not stable. We know this.

So we was hoping his guardian, which is Margaret McCutcheon, to be here to kind of speak in his behalf. So we

can work both together to try to get both property where it's brought up to code. So we're working diligently trying to get this property up to code especially on the east side.

We have several family remembers who can live in the house at the time was Henrietta Smith and she was trying to get the roof fixed so everyone, the property would be brought up to code. She wasn't able to do that. Since Henrietta removed herself out of the house because we found [inaudible] to live in property, which construction was unsafe to live. She moved out and has her own apartment.

In the meantime, we have contractors going in, trying to renovate the house. Now, for demolition, I ask, please give us some extension on this. We're working with all kinds of contract trying to see why, how we can get this done, how it can cost, be cost-effective to us because we don't have a lot of money. But I do understand there are several grants out there, we're applying for, as well as a small loan to help us get it done.

CHAIR SCHERER: Ms. Baynham?

MS. BAYNHAM: So far we have four contractors in and they are, they are working with us. Yes Mr. Scherer?

CHAIR SCHERER: You're just talking about the 2620, you're not talking about -

MS. BAYNHAM: Just the 2620.

CHAIR SCHERER: Okay. So you're, if, for instance,

because you said it was very difficult to get a roofer to come and do the whole roof, if that other half was not there, would that simplify your lives?

MS. BAYNHAM: It would, but again as I mentioned before, we do have a little small relationship with that property next door to us. We do understand that Ivory McCutcheon, which is my nephew, has mental problems. Communicating with him would be just fruitless. He does not reason; he's very incompetent. If you see, he's living in the house, he refused to move out the house. He know the house is unlivable. His state of mind is, this is where I live, and this is where I'm stay.

His guardian, which lives two houses north of him, I mean west of him, if she can agree with us to get both property brought up to code then, you know, that's who we deal with not Ivory, definite Margaret.

MR. PHILLIPS: Mrs. Baynham, Mrs. Baynham?

MS. BAYNHAM: Yes?

MR. PHILLIPS: Is there a formal guardianship down at the courthouse or just an informal one?

MS. BAYNHAM: I think it's a formal one. We kind of search, and I think she is a formal guardian.

MR. PHILLIPS: Okay. There must be a lawyer that represents the guardian.

MS. BAYNHAM: I can research that.

MR. PHILLIPS: Well, what -

MS. BAYNHAM: Someone should be able to help me.

CHAIR SCHERER: I think Ginger has, Ginger has the answer.

MR. PHILLIPS: Do you know, if you're nephew, does you nephew get disability benefits?

MS. WALD: I can answer this.

MS. BAYNHAM: He does. So it's stated he's mental, we know this.

MR. PHILLIPS: I'm just, Ginger, what if he, what if, in an abundance of caution -

MS. WALD: Let me answer your question before you go any farther, because I think it'll answer all your questions. First of all, yes, there is a guardianship. And with that Marguerite McCutcheon, who is the guardian was noticed; David Silverstone, the attorney, was also noticed.

MR. PHILLIPS: Uh-hoh.

CHAIR SCHERER: Okay.

MS. WALD: So, again, all we can do is provide notice; we can't force people to show up.

CHAIR SCHERER: Right.

MR. PHILLIPS: You know, I'm just, doing a lot of guardianship, I don't know who the judge is on this case, but he would be furious, he or she would be furious if this lawyer and the guardian were not here to preserve the guardian's assets. I don't know if there's a mortgage on it, but I

really think, just out of fairness, I don't know if the City Attorney -

CHAIR SCHERER: Well -

MR. PHILLIPS: - other than notifying the guardian, I don't know if, extension can be, or maybe 60 days -

MS. BAYNHAM: I appreciate that, give us some [inaudible]

MR. PHILLIPS: - get the guardian in here in to get before the court on an emergency basis to preserve guardian's assets, to maybe use some of his funds to fix it. Or, I don't know if these ladies would be interested in buying out your nephew's interest.

MS. BAYNHAM: Well, we can, this is something, like I said this is new. This is our first day here, and we, this is first time us hearing a lot of this stuff so [inaudible] give us the opportunity to go back and research and see what we can be done.

I just retired from the State of Florida, so maybe I can have more time to work with this.

MR. PHILLIPS: You seem, you seem pretty knowledgeable.

CHAIR SCHERER: Is 2630 open? Is it boarded up?

MS. BAYNHAM: It's open. If we can get it boarded up that would be great. I understand, I spoke to someone with the City, the Code Enforcement. If they board the place up they will put a lien against the property. So if the City can put, board it up for us, that would be great. That'll keep

him out. I'll talk to Margaret and see can she get someone to board it up. That would keep him out. It would, yes, because to him this is his home.

CHAIR SCHERER: The problem we're coming up with right now is that they're not here to agree to boarding it up.

MS. BAYNHAM: I know; that's why I'm asking for an extension so I can go back and talk with her and see what we can do, I could share with what we did today.

CHAIR SCHERER: But unfortunately, if they would have shown up, they would have convinced the Board a lot -

MS. BAYNHAM: I understand what, talk to Margaret -

CHAIR SCHERER: And who knows if they're going to show up, if we give you a 30-day extension, it doesn't get boarded up a child goes in there - then what happens?

MS. BAYNHAM: Okay, I understand, I understand. I did, I already did talk with Margaret briefly. She works for the SunTrust Bank, we talked to her briefly and she says she's been here several times. I don't know what that mean, but this is our first time. So she say she tried several things, so I don't know, is this the reason why she's not here, I'm not certain, but I wanted to be here so I can, you know.

MR. WEYMOUTH: If you've pursued acquiring your nephew's interest in the adjoining piece and if you were able to do that do you understand that you'd be assuming all of the liability?

MS. BAYNHAM: The liability, I know, and I understand there are some liens.

MR. WEYMOUTH: Which means that you'd have a minimal amount of time to make the repairs.

MS. BAYNHAM: Yes, and they have a lien. So I -

MR. WEYMOUTH: Is that something that you understand and are prepared to do?

MS. BAYNHAM: I understand that my, my thing is to, if I can go and talk with her and tell her we're willing to work with whatever she need to do that help her with that. I'm not sure that's going to be feasible because she's at this time, not only upset with the property, but she upset also with Ivory, which is mental.

He's very abusive. He's walking up and down the street all the time. He's not taking his meds. Police pick him up, Police drop him off, every time he [inaudible]. So he's not getting the type help as a disabled veteran that he should receive and I'm thinking about taking this farther.

MR. PHILLIPS: Ginger, let's say we were to give a 60-day extension. Now an order of demolition, let's say 90 days, with a couple of caveats that they have to board it up. Could they come back, let's say they were able to work something out, to this Board, modify its demolition order. If there's been some advancement and they're buying out McCutcheon and boarding it up and stuff like that?

MS. WALD: Well, if, Ginger Wald, Assistant City Attorney, if I understand your question, if this Board goes ahead, if you make a motion and it's approved by this Board that the owners have 90 days to demolish, your question is, can come back to the Board?

MR. PHILLIPS: Yes.

MS. WALD: It can; it normally doesn't because that's not what this Board has done in the past. But if you order that it comes back for a status conference in 30 days, 60 days, you can do that. As I said, it's not been the practice of the Board to do that. But that is something you can do, because you still have jurisdiction over the case technically.

MR. PHILLIPS: Gerry, is the structural integrity of Mr. McCutcheon's property, 2620 is it? No, no, 2630.

INSPECTOR SMILEN: 2630.

MR. PHILLIPS: Your opinion, based reviewing the trusses, the concrete block wall, the windows, could the building be salvaged with the new plywood, new windows?

INSPECTOR SMILEN: Well, listen -

MR. PHILLIPS: It's not like a fire damage.

INSPECTOR SMILEN: Any building can be salvaged, depending how, to what extent you and go to. It's just a matter of whether it's feasible to do so and whether it's possible for the present owner to do that. That's really, I think, what we have to look at. Again, the City's concern is



that we have the west unit, the east unit is secured. The west unit is a problem and it needs to be secured one way or another. And we can't have Ivory McCutcheon going in there and sleeping in there with the mosquitoes; it's not going to work.

CHAIR SCHERER: Can you board it up, he'll tear it down and get in there probably. Have you tried to board it up?

INSPECTOR SMILEN: We haven't, there hasn't been a board-up on it as of yet, no.

MR. PHILLIPS: Can I make a motion Mr. Chair?

CHAIR SCHERER: Sure.

MR. PHILLIPS: I'd like to move we find the violations exist as to case number CE08031555, 2630 Northwest 21<sup>st</sup> Street. And that we order the property owner to demolish the structure within 90 days, and that we order the City to demolish the structure should the owner fail to timely demolish it, such demolition to be accomplished by a licensed contractor, demolition contractor pursuant to City issued license, City issued demolition permit, with the proviso that this can, this be brought up on the status in 60 days if the adjoining property owners at 2620 A) agree to board up their property with the windows; B) they agree to board up the property next door and/or secure it according to Mr. Smilen's instructions, and C) if they attempt to purchase it or have the guardianship come in 60 days, that this matter be put on status.

Otherwise, if none, if not, if all the foregoing conditions aren't met, that the demolition take place as planned in 90 days.

CHAIR SCHERER: Can you repeat that again?

MR. HOLLAND: I think, Jack, that was excellent, and I'd like to second that.

MR. PHILLIPS: Okay.

CHAIR SCHERER: Okay.

MS. BAYNHAM: Okay. Can, sorry, can I get some clarification too? I was trying to [inaudible]

CHAIR SCHERER: Yes, we have discussion on it now so.

MR. PHILLIPS: [inaudible] saying that we, the violations exist on the McCutcheon property, 2630. We're going to demolish it, we're going to give the McCutcheon, Mr. McCutcheon or Margaret, 90 days to correct the situation or it be demolished. No, we're ordering that she demolish it in 90 days, and if she doesn't, City will.

MS. BAYNHAM: Okay.

MR. PHILLIPS: However, we'll come back in 60 days on a status to see if -

CHAIR SCHERER: Why don't you just give her a 60-day extension to board up and if they don't -

MR. PHILLIPS: Well, I thought they wanted -

CHAIR SCHERER: And if they don't then we'll -

MR. PHILLIPS: [inaudible] to get it done, rather than

waste time.

CHAIR SCHERER: Right.

MR. PHILLIPS: No, my motion is, demolish it in 90 days. But if you folks A) board up your windows - MS. BAYNHAM: Okay.

MR. PHILLIPS: - B) board up your nephew's windows and or do what Gerry asks you to do to secure it, C) buy it from them or D) get Margaret the Guardian and Silverstone the lawyer to come in in 60 days and have them show us what they're going to do -

MS. BAYNHAM: Okay.

MR. PHILLIPS: - that we will reconsider holding off on the demolition that will be in 90 days.

MS. BAYNHAM: Okay, meantime, the property at 2620, we just board that up, we are not, that's not [inaudible]

MR. PHILLIPS: Well, that's not in my motion.

MS. BAYNHAM: Okay, I was trying to figure out was those two together.

CHAIR SCHERER: Gerry, Gerry, you wanted to say something.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. I just want to clarify that the east unit, 2620 doesn't need board up. The windows, the structure and the unit is intact. It's 2630 that needs the board up or some sort of action.

CHAIR SCHERER: Right.

MR. PHILLIPS: Yes.

CHAIR SCHERER: That's the motion; the motion is just for the west side.

INSPECTOR SMILEN: Okay.

MR. PHILLIPS: Just the McCutcheon [inaudible]

CHAIR SCHERER: So, we have a motion, we have a second on the motion.

MR. BARRANCO: Discussion time?

CHAIR SCHERER: Discussion.

MR. BARRANCO: That was the wildest motion I've ever heard in my life. I don't even know what we're talking about right now. I'm inclined to shoot down the motion and not vote for it and just give them a simple 60 days, come back here with the, everything that you suggested. And if they bring somebody here who can clarify the situation that's great. But I don't see the need to put the stipulation of demolition. I think we just see them 60 days and then in 60 days we decide and tack on the 30 days.

MR. WEYMOUTH: They need 60 days to achieve that? Can we do it at 30 days?

MR. BARRANCO: I think so, they're trying to get their arms around this thing -

MS. BAYNHAM: Yes, I would just -

MR. BARRANCO: - they've got [inaudible] neighbor, and

please, this is us discussing right now.

CHAIR SCHERER: Yes.

MS. BAYNHAM: Okay, I know, okay.

MR. BARRANCO: That's my inclination; that's the way I'm going to vote and Jack -

CHAIR SCHERER: Okay.

MR. BARRANCO: - as eloquently as you put it, I'm not willing to support that.

MR. PHILLIPS: No offense if you should. [inaudible] vote against my own motion.

CHAIR SCHERER: Joe?

MR. JARRETT: I have -

CHAIR SCHERER: Joe and then Thornie, please.

MR. JARRETT: Alright. I, also I -

CHAIR SCHERER: Or Thornie and Joe.

MR. JARRETT: I have a problem, we can't order these people to board up their neighbor's house.

MR. HOLLAND: It's a suggestion.

MR. JARRETT: I mean, we can suggest it, but we can't order it.

CHAIR SCHERER: Yes, Joe.

MR. HOLLAND: I think the motion did include boarding up both structures, and that needs to come to just the east unit.

CHAIR SCHERER: Okay, well, why don't we take a -

MR. WEYMOUTH: I think we need to [inaudible] separate.

CHAIR SCHERER: Why don't we take a, why don't we take a vote on the motion? So we have a motion and a second. All those in favor of the motion please say aye.

MR. HOLLAND: Aye.

CHAIR SCHERER: Jack?

MR. PHILLIPS: Nay.

CHAIR SCHERER: Okay, it fails, so do we have another motion?

MR. PHILLIPS: I'd like to make a motion that we find the house at 2630, the McCutcheon property, CE08031555, we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days, that we order the City to demolish it, the structure should the property owner fail to timely demolish it. Such demolition to be accomplished by a licensed demolition contractor pursuant to City issued demolition permit.

If I said 30 days, I meant 60 days, that we order the owner to demolish it within 60 days. We order the City to demolish the structure should the property owner fail to timely demolish it.

CHAIR SCHERER: Okay, there's a motion, is there a second? No second, the motion fails. Is there another motion that somebody would like to make?

MR. BARRANCO: I'll make a motion. Move that we find the, now this is with regard to the west property, 2630, I move

that we find the violation exists as alleged, and that we grant the respondent 60 days to the April 15 meeting to bring the property into compliance, and we order that the property is boarded up and we'll hear it again in 60 days.

CHAIR SCHERER: Okay, there's a motion, is there a second on the motion?

MR. JARRETT: Second.

CHAIR SCHERER: Any discussion?

MR. JARRETT: Discussion.

CHAIR SCHERER: Thornie, go ahead.

MR. JARRETT: I think you want to say property owner rather than respondent because they didn't respond, right?

MR. BARRANCO: I'm sorry. I'll accept that amendment.

CHAIR SCHERER: Yes, that's correct, okay.

MR. BARRANCO: Thank you Thorn.

CHAIR SCHERER: Any other discussion?

MR. CROGNALE: Got one discussion on it. Then in 60 days the west property will still be a place that still has the problems that as exists right now. There's no quick need to get it boarded up as I understand the motion. They've got 60 days to board it up -

CHAIR SCHERER: Well, I -

MR. WEYMOUTH: They've got 60 days to board it up and bring it into compliance.

MR. JARRETT: We could include the board up in the

motion.

CHAIR SCHERER: I think -

MS. HALE: I thought it was.

CHAIR SCHERER: It is, it is included in the -

MR. CROGNALE: Yes, that was my point, how the board up  
is -

MR. WEYMOUTH: - is part of it.

MR. CROGNALE: - a portion of it.

CHAIR SCHERER: And although the property owners are not  
here, it's intended to be boarded up immediately, so.

MR. HOLLAND: Let me -

CHAIR SCHERER: So we have a motion and we have a second,  
any more discussion on the motion?

MR. WEYMOUTH: Just a quick question, are we going to be  
discussing the 2620 property after?

MR. HOLLAND: Yes.

MR. WEYMOUTH: Thank you.

MS. HALE: Yes, because you have to have it separate from  
that.

CHAIR SCHERER: Yes, we'll discuss that separately.

MR. WEYMOUTH: So these are completely independent, fine.

CHAIR SCHERER: Okay, all those in favor of the motion  
please say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: All those opposed. The motion carries,



they have a 60-day extension. Now, as regards to 2620 Northwest 21<sup>st</sup> Street, which the respondents are before us, is there a motion?

MR. JARRETT: I'll make a motion as soon as I find the right paper to read.

MR. WEYMOUTH: Can we confirm that the violations exist because he wasn't able to get into the property. Is it just, is it from an exterior visual, or is it from an assumption of what's on the west is also on the east? Do we know that the same violations exist?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector City of Fort Lauderdale. I'm going by what I observed when I went into the house when Henrietta Smith was living there in 2008, and that they were roof leaks at that time that she was repairing, doing some drywall repair here and there on the ceilings.

My experience is that the roof leaks don't get better with age, and seeing as the other place has gone downhill. I don't see that anything was done on the eastern unit so I believe that yes, the violations do exist.

CHAIR SCHERER: Okay.

MR. HOLLAND: Question, can you elaborate on the damage to the trusses? I didn't quite see it in the pictures. I'm sorry, but I, my understand the legal ruling is I'm supposed to trust the testimony and I just would like to hear some more

elaboration, because I quite frankly -

CHAIR SCHERER: On 2620?

MR. HOLLAND: And I didn't quite under - know from other legal rulings, other cases.

INSPECTOR SMILEN: 2630, you're talking west unit?

MR. WEYMOUTH: 2620.

INSPECTOR SMILEN: Well, 2620, I did not, I, you know, it was a unit that people were living in and the drywall's up on the ceiling. I didn't see into the roof. I saw on the outside I showed some areas where there was some roof and truss damage on the pictures where there was leaks that affected the truss tails and the fascia board and the overhangs.

On 2630 yes, there is, well look, the whole roof system on the utility room is completely gone and the trusses are definitely deteriorated.

MR. HOLLAND: Are they rafters or trusses?

INSPECTOR SMILEN: Trusses, they're trusses.

MR. WEYMOUTH: Can I ask a question of the respondents? Do you guys have access to your unit?

MS. BAYNHAM: Yes, we do, uh-hm.

MR. WEYMOUTH: Is there a reason that you would deny Mr. Smilen a -

MS. BAYNHAM: No.

MR. WEYMOUTH: - a walk-through of that unit?

MS. BAYNHAM: No, no, no problem.

MR. WEYMOUTH: I think we give them 30 days or 60 days to allow Gerry to go in. I don't want to -

CHAIR SCHERER: So, there's no motion right now, so -

MR. PHILLIPS: I like to move that we find a violation exists as alleged. And that we give the respondents 60 days to bring the property into compliance, that would be by April 15<sup>th</sup>, 2010, April 14<sup>th</sup>.

CHAIR SCHERER: Okay. 15<sup>th</sup> right?

[Ms. Hale left the meeting at 4:02]

MR. BARRANCO: I'll second that.

CHAIR SCHERER: Hang on, we have a respondent from the City.

SUPERVISOR BRADLEY: Where are we? I'm sorry, I was -

CHAIR SCHERER: We, we're on 2620 and we're, the motion is for a 60-day extension on 2620, the respondents, to bring the building into compliance.

SUPERVISOR BRADLEY: Okay, I'm still working on Joe's question so, if that's, if that's we're by that then I'm not going to work on that.

CHAIR SCHERER: Well, the question regarding, I think it's more for 2630 than 2620.

MR. HOLLAND: I got an answer.

SUPERVISOR BRADLEY: You did, you got the answer you were looking for?

CHAIR SCHERER: Yes, the roof was blown off, I think that was sufficient.

MR. HOLLAND: No, I, he did elaborate, and I could see the picture again, but I don't know if there's that much interest to do so.

CHAIR SCHERER: Well, the Board has already voted on that matter -

SUPERVISOR BRADLEY: I'm out, thank you.

CHAIR SCHERER: So, but we can absolutely go back and look at it again if you want Joe.

MR. HOLLAND: I don't want to be speculating, or [inaudible]

CHAIR SCHERER: We'll have another opportunity in 60 days.

MR. HOLLAND: - or what's the legal term used? But I, as a structural engineer, I think it's a good idea to see exactly what's going on when structural damage is being agreed upon by the Board.

MR. WEYMOUTH: I think that'll be determined in the 60 days if -

CHAIR SCHERER: Yes, we got another shot for it, for them to come in front of us and look at it again and make sure. There was the start of a motion I think. We have a motion and a second?

MR. PHILLIPS: 60-day extension of time -

CHAIR SCHERER: 60-day extension to bring the motion, to bring the property into compliance, which means fixing the roof as much as you can, maybe bringing Gerry in to let him look at it. And, any more discussion on the motion? None? All those in favor, everybody say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: All opposed? Motion carries. You have 60 days, thank you.

MR. BARRANCO: Ms. Baynham, Ms. Baynham? Is that her -

CHAIR SCHERER: Yes, Ms. Baynham, Baynham?

MR. BARRANCO: If you could cooperate with Gerry -

MS. BAYNHAM: Okay.

MR. BARRANCO: - and just letting him take a look because we want to be sure if there are people there that they're safe, obviously. So, we're looking out for you all, so if you could just cooperate with Gerry and -

MS. BAYNHAM: Clarification. 60 days to have the roof repair, the windows boarded and to bring it up to code, correct?

CHAIR SCHERER: Correct.

MS. BAYNHAM: So we do have permission to just to one half of that structure [inaudible]

MS. BAYNHAM: Just our half, right?

CHAIR SCHERER: Just your half.

MR. BARRANCO: [inaudible] the Chief Building Official,

and you can talk to him. I think they're used to doing that.

MS. BAYNHAM: We can get a permit for that.

MR. PHILLIPS: Yes.

MR. BARRANCO: That's the Chief Building Official over there.

MS. BAYNHAM: Thank you.

MR. PHILLIPS: Mrs. Baynham?

MS. BAYNHAM: Yes.

MR. PHILLIPS: You really need to get ahold of this lawyer Silverstone.

MS. BAYNHAM: Okay.

MR. PHILLIPS: And you really need to get McCutcheon and you need to tell him, you need to get into court and get permission for someone to act on behalf of McCutcheon. I don't know if you folks want to buy it from him and give him back a mortgage over time, so you own both parcels, but you really need to get, you need to hire a lawyer, that's what you need to do.

CHAIR SCHERER: Alright. Next case.

MS. BAYNHAM: Right now, we're just, just on 2620.

MR. PHILLIPS: You have to get a lawyer.

CHAIR SCHERER: Just your property, that's it.

MS. BAYNHAM: Okay, alright, thank you.

CHAIR SCHERER: Next case, what do we got? That's it?

Wow!

**Communications to the City Commission**

MS. PARIS: That concludes our cases. Our last item is any communication to the City Commission, that has to be -

CHAIR SCHERER: Anybody like to communicate anything to the Commissioners?

MS. PARIS: And it has to, and it has to be by consensus. And it has to be by consensus.

CHAIR SCHERER: Okay, I don't think there's anything. Does anybody have anything for Chris while he's here? Any questions about -

MR. WEYMOUTH: I don't think so.

CHAIR SCHERER: - No. Motion to adjourn?

MR. LARSON: Motion to adjourn.

MR. HOLLAND: So moved.

MR. PHILLIPS: Second.

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**Board Discussion/ For the Good of the City**

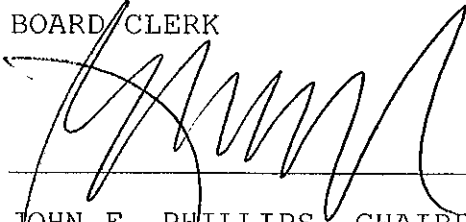
None.

[Meeting concluded at **4:06** pm.]

*See Page 7*

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BOARD CLERK



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JOHN F. PHILLIPS, CHAIRPERSON

Minutes prepared by: J. Opperlee, Prototype Services

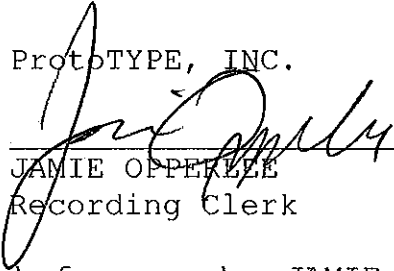


CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held February 18, 2010, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

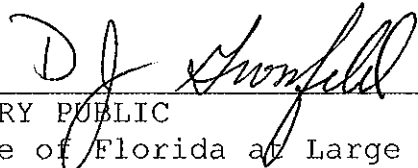
Dated at Ft. Lauderdale, Broward County, Florida, this 18 day of FEBRUARY, 2010.

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 18 day of MARCH, 2010.

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

Notarial Seal:

