

**CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
THURSDAY, MAY 20, 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	3	4
John Phillips, Vice Chair	A	5	2
John Barranco [3:26]	P	6	1
Joe Crognale	P	7	0
Pat Hale	P	7	0
Joe Holland	P	7	0
Thornie Jarrett	P	6	1
Don Larson	A	5	1
Michael Weymouth	P	7	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
Chris Augustin, Building Official
George Oliva, Building Inspector
Dee Paris, Administrative Aide
Terry Burgess, Zoning Administrator
J. Opperlee, ProtoType Inc. Recording Clerk

Communication to the City Commission

None

Witnesses and Respondents

CE08101034: John Brown, owner
CE08010842: Annie Townsend Baynham, owner
CE09090798: Lois Jean Parchment, representative of the
deceased owner
CE07021325: Hope Calhoun, owner's attorney
CE02092242: Jana Gray-Williams, owner

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May 20, 2010

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

Board members introduced themselves in turn.

Approval of meeting minutes

Motion made by Mr. Jarrett, seconded by Ms. Hale, to approve the minutes of the Board's April 2010 meeting. In a voice vote, Board unanimously approved.

All individuals giving testimony before the Board were sworn in.

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Case: CE08101034

50 Isle of Venice LLC

50 Isle of Venice

MS. PARIS: Our first case will be on page 6. 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 4/20/10, we've advertised in the Daily Business Review 4/30/10 and 5/7/10. Violations and certified mail 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 return to inform the Board of his intentions and plans for the property. In the meantime, no work will be done at the 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 120-day extension to the 2/18/10 USB hearing. At the 2/18/10 USB hearing the Board granted a 56-day extension to the 4/15/10 USB hearing. At the 4/15/10 USB hearing the Board granted a 35-day extension to the 5/20/10 USB hearing.

Because of the size of the agenda, the next cases, I can just show this on the agenda for -

CHAIR SCHERER: Okay.

MS. PARIS: - prior information or would you prefer I continue to read it in?

CHAIR SCHERER: No, we want to do this one or -

MS. PARIS: Okay.

MS. HALE: What?

MS. PARIS: Just checking.

CHAIR SCHERER: I'm sorry, explain -

MS. PARIS: [Inaudible] read in -

CHAIR SCHERER: Right.

MS. PARIS: - because it's a fairly large agenda.

CHAIR SCHERER: Okay.

MS. PARIS: It is in the agenda; I don't need to read it in.

CHAIR SCHERER: No, you don't have to read it in, no.

MS. PARIS: Okay.

MR. HOLLAND: Would love to make that standard, if everybody else is in agreement.

MR. WEYMOUTH: I agree.

CHAIR SCHERER: Is there motion?

MS. PARIS: Okay. That works. No, you don't need a motion [inaudible] instructed.

CHAIR SCHERER: Okay, okay.

MR. HOLLAND: Consensus.

CHAIR SCHERER: Okay, is the respondent here? Afternoon. Go ahead and state your name and how's it going?

MR. BROWN: My name is John Brown, and I am the sole member of the LLC that owns the building at 50 Isle of Venice.

CHAIR SCHERER: Okay.

MR. BROWN: To bring you up to date, we got the plans

May 20, 2010

back the first week in May from the City. And when we got them back, we had some corrections, and we submitted to the structural engineer which we just got back today, the corrections.

I have also in the interim have most all the contractors that are signing affidavits for the electrical contractor, the plumbing contractor, the mechanical contractor, the roofing contractor. They're all signed and sealed and ready to go and the only one left is we're still in negotiations probably the architectural firm is going to do the GC but we still have to reach that agreement which we'll reach shortly when we resubmit the plans with all the contractors.

So I would think that, I brought the contractor's affidavits here that they've signed and sealed for the, all the particular trades. I think that that's, with the structural engineer corrections we resubmitted, should have the permit within the next couple weeks, whatever time is [inaudible]

CHAIR SCHERER: Do you need to have a general contractor before you submit?

MR. BROWN: I'm talking to two people.

CHAIR SCHERER: Oh.

MR. BROWN: One of whom, A and F Architecture, is a general contractor, and we're in negotiations to see if we can agree on it. If not I have another person that will do it, so.

CHAIR SCHERER: Okay. Any questions? And you're asking for an extension?

MR. BROWN: Please, yes.

CHAIR SCHERER: How much?

MR. BROWN: 30 days, 60 days, maybe.

MR. WEYMOUTH: We can't do 30-day extensions because of the meeting next week, I mean next month.

CHAIR SCHERER: Correct.

MR. WEYMOUTH: So, any extensions that we give are going to have to be 56 days to the July 15th meeting.

CHAIR SCHERER: Okay.

MR. HOLLAND: Any testimony from staff?

MS. HALE: What happened to June?

CHAIR SCHERER: Burt, you have a -

INSPECTOR FORD: Burt Ford, Building Inspector for the City. The plans were resubmitted, they were in April on April 13 and he's correct. They were picked up on the 18th for some more comments by the building structural reviewer. The plumbing, electrical and mechanical are all approved as far as the plans are okay. But they're still [inaudible] because there was no to be determined application that was submitted.

So all they have to do is have that filled out by a licensed contractor and resubmitted and those will be passed. So just a few more corrections on the structural and I think we're good to go. I don't have a problem with the 56-day

extension. As we have a full docket next month.

CHAIR SCHERER: Okay.

MS. HALE: Burt, I remember the very first time there was some neighborhood opposition to the site, the fencing, the lack of fencing, the lack of the pool cover etc. Has the neighborhood accepted the pace at which this is going, or not? I remember there was a representative from the neighborhood.

INSPECTOR FORD: I don't think it ever moves fast enough for anyone in the neighborhood. It's been there a while, as the owner has admitted since the last hurricane. But I do think we're getting, we're getting close, we're to the back end of it here. And I think permits should be issued hopefully by the next time. The pool is still secure, the building is relatively secure. They went out and they straightened up the fence, so it looks much better than it did before.

CHAIR SCHERER: Okay.

INSPECTOR FORD: We're getting there.

MS. HALE: Okay.

MR. HOLLAND: Chair, Mr. Chair?

CHAIR SCHERER: Yes.

MR. HOLLAND: Was there a question on this one - I'm sorry if I'm mixing them up - regarding zoning approvals?

INSPECTOR FORD: I don't think there's a problem so far with zoning.

MR. HOLLAND: Okay, good. Question retracted.

MS. HALE: I don't think so, not on this one.

INSPECTOR FORD: It's interior remodeling.

MS. HALE: Yes.

CHAIR SCHERER: Okay. Anybody want to make a motion?

MS. HALE: I make a motion, but why can't we have it in June? Have I missed something?

MS. PARIS: There are multiple cases already scheduled in June and we can't add any more.

MS. HALE: I'm sorry?

CHAIR SCHERER: Full docket.

MS. PARIS: Yes, there multiple cases already scheduled for June, and we can't add any more to the agenda.

MS. HALE: Oh.

CHAIR SCHERER: Okay? So to get lucky, 56 days. So, does anybody want to make a motion?

MR. JARRETT: Did you, were you going to make a motion?

MS. HALE: No, go ahead.

MR. JARRETT: I'll make a motion. Make a motion that we give the respondent the 56-day extension to the July 15, 2010 meeting.

CHAIR SCHERER: Is there a second?

MS. HALE: I'll second.

CHAIR SCHERER: Any discussion? All those in favor say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: Motion carries.

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Case: CE08010842

Carnetta Best, Deloise Townsend,

Annie Baynham & Henrietta Smith

2620 Northwest 21 Street

MS. PARIS: Our next case will be on page 3 at the top. This is also an old business case. Case CE08010842, the Inspector is Gerry Smilen, the address 2620 Northwest 21st Street. The owners are Carnetta Best, Deloise Townsend, Annie Baynham and Henrietta Smith.

We have service by posting on the property 4/20/10. We've advertised in the Daily Business Review 4/30/10 and 5/7/10. Violations, extensions and certified mail as noted in the agenda.

CHAIR SCHERER: Is the respondent here today? Hello.

MS. BAYNHAM: Hi, my name is Annie Baynham, as she stated. Delois Townsend on this agenda has passed away as of December the 12th so she's not here. I have my sister Henrietta Smith with me. Carnetta Best, is ill, and she won't be here.

To bring you up to date with the property, we're trying to get a contractor to come in, so we have several contractors give us a bid on repairing the complete renovation of the

complete house, inside and of course outside needs some work done. The problem that we had before is because it's connected to the duplex next to us and they didn't want to do one side of the roof. So we have not been able to complete that.

We did get in touch with a contractor said that they would come and look at the property and if it's okay. I did explain to them that the other property has been purchased by Wachovia. So they're going to try to work with us and try to repair the whole house. The thing is now, just trying to get everything together and also get someone in to go with the monies that we have to do the complete renovation.

And so that's where we are now with that. As far as boarding house next to us, we're trying to get a contractor, the contractor who boarded up our property. Was very unsuccessful at having that done. We're trying to find someone in the same price range and that was also difficult for us to do. We're hoping the company that purchased that property at 2630 be able to board up the place now since everything that we're trying has been to no use.

So that's where we are with the property, hopefully we can have this whole property repaired within a year, if we can do that.

CHAIR SCHERER: Okay.

MS. HALE: Is that - could I just ask you - is that other

side foreclosed and so Wachovia has bought that?

MS. BAYNHAM: I don't think they bought it at a foreclosure,

CHAIR SCHERER: It's the -

MS. BAYNHAM: I think it was because there's tax [inaudible]

MS. HALE: Oh, a tax lien. Okay.

MS. BAYNHAM: Yes, tax, yes.

MS. HALE: But they do own it, not Ivory.

MS. BAYNHAM: No, not anymore.

MS. WALD: That is correct.

MS. BAYNHAM: Yes.

CHAIR SCHERER: So Gerry, is there any update on the property that you can give us?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. I did go by the property two days ago, and everything's pretty much status quo. It's the same. The property that, the unit that's abutted to their unit is still open and abandoned; it's deteriorating. The other property is still deteriorating.

There is some light, I can confirm that Wachovia Bank did take possession of that other unit from Ivory McCutcheon. The hope is that, I guess, Wachovia would do something with that property, but nobody has contacted me from Wachovia at this point. I was kind of hoping today that there would be

representation from Wachovia but I don't see any at this time.

MS. HALE: Did anybody send a note to the Wachovia -

MS. WALD: They were noticed.

MS. HALE: They were noticed? They just didn't come?

CHAIR SCHERER: This is the next case.

MR. WEYMOUTH: Yes.

CHAIR SCHERER: Isn't this the next case we're going to talk about?

MS. HALE: Yes.

CHAIR SCHERER: So we kind of have to talk about these together or no?

MS. WALD: Well, they were -

MR. MCKELLIGETT: If you go to the page 4 of the agenda. And you look at and notice section, everything, the last 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 certified mailings are all to Wachovia or the trustee that's listed with Broward County Property Appraiser. So that's, and they're all signed for, now you'll see most of them are signed for by one person, but we've noticed everybody with Wachovia and the trust company that Wachovia's associated with.

CHAIR SCHERER: Okay.

MS. HALE: Isn't it common that they - we've had banks in the past come.

MR. MCKELLIGETT: It's hit and miss. I can tell you for Special Magistrate sometimes we get them and sometimes they

just sign it and they don't come at all, so.

CHAIR SCHERER: What is the City's recommendation for the current case that we're hearing?

INSPECTOR SMILEN: Well, at this point, if there's any hope, obviously if there's any hope in saving the property, we would like to obviously the main thing is to see this property come into compliance, but we haven't seen any evidence at this time so I would really have to leave it up to the Board on how they want to rule on this.

CHAIR SCHERER: Is it currently in a unsafe condition?

INSPECTOR SMILEN: The unit on the west side is unsafe, yes it is.

CHAIR SCHERER: But 2620, the one that we're talking about, is that -

INSPECTOR SMILEN: 2620 is boarded up and secured.

CHAIR SCHERER: Okay.

MS. HALE: Okay.

INSPECTOR SMILEN: If I may, I'd like to bring up Terry Burgess from the Zoning Department.

CHAIR SCHERER: Sure.

INSPECTOR SMILEN: Just to shed a little light on what would happen if we had a demolition on one side of the property and not a demolition on the other side.

CHAIR SCHERER: Okay.

MR. WEYMOUTH: Gerry, real quick, can we order a board-up

for the west side?

INSPECTOR SMILEN: It's, that is a possibility to do that, sure.

MR. WEYMOUTH: We can order that?

INSPECTOR SMILEN: Yes.

CHAIR SCHERER: Afternoon.

MR. BURGESS: How you doing? Terry Burgess, Zoning Administrator. The problem in demoing it, you would create a zoning problem for the existing property owner that would be remaining. It would require a 5-foot setback from the property line; right now it's at zero. You would be creating a problem they would have to get a variance, apply for a variance.

CHAIR SCHERER: So it would be a -

MR. BURGESS: In order to -

CHAIR SCHERER: To do a roof?

MR. BURGESS: No, in order to allow the one unit to be remaining there by itself.

MR. HOLLAND: Does sound like a -

MR. WEYMOUTH: It's a duplex application.

CHAIR SCHERER: I know, I under -

MR. BURGESS: It's a duplex, and if you tear down one unit then the other unit is in violation.

MR. HOLLAND: Do you know of any history with this being submitted? Sounds like a legitimate hardship possibly or they

only consider health hardships on the Board of Adjustments?

MR. BURGESS: Well, it's not self-created by the existing owner. The remaining owner, but -

MR. JARRETT: Terry -

MS. HALE: Is there - oh, I'm sorry.

MR. JARRETT: No, go ahead.

MS. HALE: Is there any mark on that file so that Wachovia doesn't come in and say well gee, we took a look and it doesn't look so good to us so we're going to knock it down and apply for a demolition permit, and go and try and knock it down and leave these people with, you know.

MR. BURGESS: It would create a problem for -

MS. HALE: Yes, obviously. Is there any mark on the file, that this is a property that, you know -

MR. BURGESS: I'm not aware of any marks on the file.

MS. HALE: I realize that things slip through and it would be a shame for them to go out and try to demolish, the bank.

MR. BURGESS: Right, we could put something in the computer to flash there.

MS. HALE: Because I could see a bank doing that. It's of no value to them so, oh we'll just knock it down.

MR. BURGESS: It's a possibility.

MR. CROGNALE: Mr. Chair, I have a comment.

CHAIR SCHERER: Sure.

MR. CROGNALE: Sir, it's been my recent experience with banks for anybody who's in foreclosure that they don't want to do a dog gone thing to come to the table and do anything. They've been just walking away, is what my experience has been; they don't want to do anything.

MR. BURGESS: Right

MR. CROGNALE: That, I think, is the real problem, there's no teeth in it for them.

MR. BURGESS: The only thing we could do is put a lien on the property until, board it up and a lien.

MR. JARRETT: I have a question.

CHAIR SCHERER: Sure, Thornie.

MR. JARRETT: Terry, one of our Board members, who is not here today, who is an architect questioned, yes, John questioned last month's meeting, whether or not or why that what not be considered after the, if we ordered demolition of one portion of it, why the structure that is remaining would not just be -

MR. BURGESS: Legal nonconforming?

MR. JARRETT: Exactly, why would it not be a legal nonconforming structure? That's what, and I, like John, I question that myself. I don't understand why that would not be the case.

MR. BURGESS: We can do some research on that but if - today I see it as a problem because the property came in with

one permit during the time it was built so we would have to see how it was permitted.

MR. JARRETT: Well, you see what position we're in right now.

MR. BURGESS: Yes I do.

MR. JARRETT: We're in a position where we should demolish the one half of the duplex.

MR. BURGESS: Right.

MR. JARRETT: But it is obvious that the people that own the other half have intentions of fixing it up and would like to retain it and restore it. Could you check on this before we make a ruling on this? Can Zoning give us a definite on this?

MR. BURGESS: I would, definitely do some research for you.

CHAIR SCHERER: But what - I have a question. If they had gone ahead and fixed their half up already, if it was finished and then we ordered the demolition of the other unit, then your, then the person with the new unit that comes in and buys it and can't build anything?

MR. BURGESS: Well, the setbacks would be greater on the other property because you have fire separation between properties.

CHAIR SCHERER: Right, right.

MR. BURGESS: You have one zero lot line right up to the

property line and our code requires more than five or 7 1/2 depends on what zoning districts he's in, so.

CHAIR SCHERER: So, currently, they can get a permit to repair their unit.

MR. BURGESS: We couldn't, I don't think I could stop them from doing that because -

CHAIR SCHERER: Through Zoning. But if the other half was not there, it would be, they couldn't get it.

MR. BURGESS: It would draw a lot of questions unless we saw the permit application survey showing zero lot line, it was listed as a duplex -

CHAIR SCHERER: Right.

MR. BURGESS: - anything could possibly raise flags.

MR. WEYMOUTH: What's the time frame for a legal nonconforming use application to be heard?

CHAIR SCHERER: To get a variance?

MR. WEYMOUTH: Yes.

MR. BURGESS: We listened. You're talking about -

CHAIR SCHERER: For a variance?

MR. BURGESS: They're heard once a month.

CHAIR SCHERER: Joe?

MR. BURGESS: She probably wouldn't be heard until -

MR. WEYMOUTH: It may be that we defer this 56 days, allow them to go in and pursue that avenue, because this is where we were at last time.

CHAIR SCHERER: Yes, but they don't need a variance yet, they only need a variance if we tear the other one down, which we'll hear next.

MR. WEYMOUTH: Exactly. And if they can pursue that then I think we would recommend tearing down the other half and allow them to fix up theirs.

MS. HALE: I thought some of the problem on this roofing was the line of the roof?

CHAIR SCHERER: Hang on, Hang on, let me, I'm going to recognize Joe real quick, Joe Holland.

MR. HOLLAND: Thank you. We've gone back and forth on one issue, the roof being able to be done. I think last meeting, first meeting we heard the contractors didn't want to do one of the two roofs.

CHAIR SCHERER: Right.

MR. HOLLAND: Next meeting, we seemed to have an agreement that a contractor acknowledged he could do both, which I feel they can, but there may be some structural issues with the trusses that may need to be augmented.

Doing one side, tearing down one side could propose some structural lateral bracing issues with the other structure. It may be one thing, Gerry, you have a comment on that?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. Basically what you have is, here you have 2-8-inch block walls that separate the units as tenant

separation. These block walls go directly up -

MR. HOLLAND: Alright, all the way.

INSPECTOR SMILEN: - underneath the roof sheathing so you can cut one roof loose without affecting the other one.

MR. HOLLAND: And, but it's a - it'll leave a gable end, or is it flat, or -

INSPECTOR SMILEN: Well, you would have to finish off that end just like if you took the whole building down [inaudible]

MR. HOLLAND: I understand finishing it, but would it be, is it a gable roof?

INSPECTOR SMILEN: Yes, well, you basically have a gable there anyway, with the block wall [audible]

MR. HOLLAND: Okay. There may be some bracing issues to meet current code. They've added bracing for Gables.

INSPECTOR SMILEN: Not really, it would just be the finish.

MR. HOLLAND: Not block.

MR. WEYMOUTH: No. Then you have to stucco it and paint it.

INSPECTOR SMILEN: Yes, just stucco.

MR. CROGNALE: That was a double block wall, wasn't it Gerry?

MR. HOLLAND: Right, right, right.

INSPECTOR SMILEN: [inaudible]

MR. CROGNAL: That's a double block.

MR. HOLLAND: So, it sounds like a doable situation. Beyond that, the only thing I can see if there's legal precedents for such disruptions to duplex properties of which we have a whole lot of and I doubt if this is the first time this has occurred. Might be worthwhile, if there is any case precedents that Ginger might be able to find, but I'm, as far as tearing down one, leaving the other, Ginger? No, no precedents. I stand corrected.

CHAIR SCHERER: Can always create a precedent. Okay, well, we're talking about 2620 Northwest 21st, is there any recommendation? There's no recommendation from the City so it's really up to us whether we want to proceed or give [inaudible]

MR. JARRETT: Well, if we're still having a discussion.

CHAIR SCHERER: I'm not sure what an extension will do for the other one.

MR. JARRETT: Well, at least it'll give an opportunity for Terry to do the research and come back to us next meeting and let us know. And then we can be a little bit more informed before we make this decision.

MS. HALE: Yes.

MR. WEYMOUTH: I would even go as far as to recommended that they pursue getting that variance in the, because we're talking about -

MR. JARRETT: Well, is it a variance or just a status, see, you just determined that it's the status, right?

MR. BURGESS: [inaudible] status and/or a variance, whichever.

MR. JARRETT: Yes. I think that once you decide that that's what it is, then that's what, it's not a hearing [inaudible]

MR. WEYMOUTH: How long will it take you to determine the status of it? Is that something that can be researched in the next couple of days and then if this is a logical way to pursue it, to contact them so they can start the pursuit of that right away so that -

MR. BURGESS: [inaudible]

CHAIR SCHERER: I don't think it's, it's not, they're not being impacted by this right now, unless we tear the other one down.

MR. BURGESS: Right.

CHAIR SCHERER: So let's make a recommendation on this property and let's move on to the next one and then that's when it really -

MR. WEYMOUTH: The next one will have to be simultaneous with this as well because we're not going to order that one to be torn down by the next meeting. So they're going to have to again go -

CHAIR SCHERER: I understand but, so are we talking about

an extension on the current?

MR. JARRETT: Yes.

MS. HALE: 56 days.

CHAIR SCHERER: Would anybody like to make a recommendation?

MR. HOLLAND: Well, I'd like one more comment. We're heading into hurricane season here, again, it's not, doesn't look like it's going to be an easy one. We've got obligations to neighbors. Was there a complaint, Gerry, was there a complaint-oriented situation here?

MS. HALE: No. This one's boarded.

MR. WEYMOUTH: I don't think, I think this property is bordered up.

MS. HALE: They're okay.

MR. WEYMOUTH: So I understand where you're going with that and I was going to make the same recommendation on the next property that is not boarded up.

MR. HOLLAND: But don't we also on this one have components failing, roof trusses, roof sheathing, fascia board-

CHAIR SCHERER: Yes.

MR. HOLLAND: - roof shingles? They need to move on these defects that could become hazardous to others.

CHAIR SCHERER: Gerry, is it still in the poor condition or is it boarded up or is it -

INSPECTOR SMILEN: Well, right now it's bordered up.

CHAIR SCHERER: Okay.

INSPECTOR SMILEN: But as far as the condition of the building itself, it remains the same. And if I were the owners I could understand their reluctance because why would you want to put more money in if -

MS. HALE: Right, yes.

INSPECTOR SMILEN: - the actual life of their building is being threatened. It doesn't make much sense, so that's why both of these -

CHAIR SCHERER: Yes, but the life of their building isn't being threatened. What I'm saying is they could do their repairs independently of the other side, starting today. There's nothing stopping them from doing that today. If we tear down the other side -

INSPECTOR SMILEN: Well that's -

CHAIR SCHERER: - which we haven't decided yet, which I'm saying, I understand we need to take these together, but we also have to think there's nothing stopping them if they would've started in December or February getting these repairs completed they could be done by now. And if they were done, we could order a motion to demolish the other side, and it wouldn't be an issue for the current case.

MR. HOLLAND: I agree totally, and I, again I don't agree with this contractor's position of only doing one roof. It

can, it's my professional opinion, again, that it can be done on one side, unless we hear some mitigation, mitigating circumstances from the roofing contractor as to why he can't do that.

CHAIR SCHERER: Okay, Joe.

MR. CROGNALE: Yes. My question is, has the bank, Wachovia, have they been cited for failure to make their side up to code or do we have some sort of a double standard -

CHAIR SCHERER: That's the next case.

MS. WALD: That's the next case.

MR. CROGNALE: No, this is on the dual; this is on the dual house we're talking about.

CHAIR SCHERER: No, no, no.

MS. HALE: No.

MR. WEYMOUTH: There's another side.

CHAIR SCHERER: There's another separate case for the other side, which is coming up next.

MR. CROGNALE: Okay. So they're separate.

CHAIR SCHERER: Separate.

MR. CROGNALE: That's completely separate.

CHAIR SCHERER: Yes.

MR. CROGNALE: So we can't commingle the two.

CHAIR SCHERER: No, not right now.

MR. CROGNALE: I stand corrected.

CHAIR SCHERER: So we're talking about, next case we'll

talk about that.

MR. CROGNALE: Right, okay. That's the next case.

MS. BAYNHAM: May I say something?

CHAIR SCHERER: Sure.

MS. BAYNHAM: Last time I was here we had a discussion about if we fix up the place and we don't get the variance approval then they allowed to tear both houses down [inaudible]. My question is, if we get this money and prepare the whole duplex and then if they had to decide to tear the structure down, that being [inaudible] 2620 as well.

CHAIR SCHERER: No.

MS. BAYNHAM: And I think you discussed it with Mr. Smilen. When you say they can't let one -

CHAIR SCHERER: No, you're -

MS. BAYNHAM: [inaudible] all across with a 5 feet property line.

CHAIR SCHERER: No. The problem is because, if you had, if your house was repaired by now, if you're part 2620 was finished, people were living there, it wouldn't be an issue. Today, because it's not, if we tear the neighbor down, you can't get a permit to fix your side. So had your area been fixed, that's the issue that we're having right now.

MS. BAYNHAM: They questioned that over and over again.

CHAIR SCHERER: I think is, if I'm, Gerry?

INSPECTOR SMILEN: Can I just stick my nose here and

clarify this a little bit?

CHAIR SCHERER: Sure.

INSPECTOR SMILEN: They can get a permit to do their work on it.

CHAIR SCHERER: Right.

INSPECTOR SMILEN: My point was that if there was a decision on the adjacent property to knock it down and then her property was ruled that she could not get a variance and let it stand by itself, she would lose her property. That was my point, and that's why I'm not on her so much because we need to make a decision on the whole structure.

CHAIR SCHERER: So you're saying that if we, if she repaired her property, we tore the other place down, then the entire property is a nonconforming property -

MR. WEYMOUTH: Correct.

CHAIR SCHERER: And -

INSPECTOR SMILEN: It's -

CHAIR SCHERER: And what's the City, the City's going to go out and demolish the half of a duplex.

INSPECTOR SMILEN: If that duplex, if it's deemed that it can't stand on its own by itself, then there are some solutions she can, but if she can't come up with those solutions or make them happen, then she will have a building that will not be legal to stand alone.

MR. WEYMOUTH: Right.

INSPECTOR SMILEN: And that's why these two cases are so interweaved together.

CHAIR SCHERER: So, when you say not be legal to stand alone, do you mean that they can't do any more modifications to it because it's now a legal nonconforming property, or do you mean that it will have to be torn down because it's an unsafe structure?

INSPECTOR SMILEN: Well, I'll put it to you this way, if you have a house that's supposed to have a 5-foot side setback and it doesn't -

CHAIR SCHERER: Right. You're a legal nonconforming.

INSPECTOR SMILEN: You can't get, well, it's been altered.

CHAIR SCHERER: But it's already done. So if they're finished -

INSPECTOR SMILEN: It's been altered from its original state. So therefore -

CHAIR SCHERER: This is like a zone, this is a very zoning expert.

MR. HOLLAND: This has got to fall under a legitimate hardship.

CHAIR SCHERER: Yes.

MR. HOLLAND: And either the variance is about health issues strictly, or it isn't. But, if anything counts as a hardship I think it's this.

CHAIR SCHERER: I agree.

MR. BURGESS: What happens is, where we measure the setbacks from. We measured them from the side property lines, front and rear. That party wall is not considered a property line. It's a piece of whole property, but it's not a technically a property line that we measured from. When it was built, it was built from -

CHAIR SCHERER: Right.

MR. BURGESS: Lot 1 and 2, for example, and we measured from the side setbacks of those two properties to create one duplex. So that's where the problem comes in. So now, unless she owns the adjacent property after it's torn down -

CHAIR SCHERER: Right.

MR. BURGESS: - then she's in compliance; she has a single-family home on two lots. No problem with that.

MR. WEYMOUTH: What's the width of that lot, either lot, should it be torn down?

INSPECTOR SMILEN: I believe it's approximately, they're 50-foot each, each side is 50-foot wide.

MR. WEYMOUTH: And, and so, if it were to be torn down, they would be able to replace, it'll meet the minimum standard for single-family home, just with different setbacks.

MR. BURGESS: Except for one setback, right.

MR. WEYMOUTH: Okay.

MR. BURGESS: And like I said, I'll do the research based

on the question that was proposed, whether or not it would be legal, nonconforming. If a portion was torn down. I don't see that now, but we'll do some research.

CHAIR SCHERER: Okay. Any other questions?

MR. HOLLAND: I don't know if we can do a motion on it but it almost seems like it needs a test run or a legal opinion about from the Board of Adjustment or their staff about the what ifs here.

Hypothetically, if the one's torn down, the one that gets rebuilt have to be butted up against that, but are you going to take out the two common walls? I mean, they're not really common walls, but they're there. Are you going to take out that, I guess without bracing you almost have to take it out. And there are, there's a lot of pratfalls here as far as coming back and meeting current code with something that it was built before recent codes. So, it's a dicey issue, but I still think it's paramount that we know how the variance issue will play out.

CHAIR SCHERER: Is there a way that we can get, you would be able to tell us whether or not -

Mr. BURGESS: I could do some research. I would have to meet with our legal department -

CHAIR SCHERER: Okay.

MR. BURGESS: - before we come up with a solution on this.

CHAIR SCHERER: Okay.

MR. HOLLAND: That's my best recommendation.

CHAIR SCHERER: Okay, you want to make a motion?

MR. JARRETT: I'll make a motion to give them an extension, 56-day extension to the July 15th 2010 meeting.

CHAIR SCHERER: Okay, is there a second?

MR. WEYMOUTH: I'll second it.

CHAIR SCHERER: Any discussion on the motion? Hearing none, all those in favor say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: All opposed? Motion carries.

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Case: CE08031555

Ivory D. McCutcheon Jr.

2630 Northwest 21 Street

MS. PARIS: We'll move on to the other half of the duplex.

CHAIR SCHERER: Yes. Now the other half.

MS. PARIS: On page 3. Case CE08031555, the Inspector is Gerry Smilen, the address 2630 Northwest 21st Street, the owner is Ivory D. McCutcheon Jr.

We have service by posting on the property 4/20/10. We've advertised in the Daily Business Review 4/30/10 and 5/7/10. Violations, extensions, certified mail, as noted in

the agenda.

CHAIR SCHERER: Okay. And there's no respondent today for the bank, okay.

MS. PARIS: No, we have no respondent, but we did have certified mail.

CHAIR SCHERER: Okay.

MR. HOLLAND: Yes, I'd like to move the item to demolition.

CHAIR SCHERER: Okay. Is there a second on the motion for demolition? Actually, you have to make the motion -

MR. HOLLAND: I'll make it official. Any comment before that? I was kind of giving [inaudible]

CHAIR SCHERER: Yes, well that would pretty much create an issue for everybody.

MR. HOLLAND: Yes.

CHAIR SCHERER: If we did do that.

MR. WEYMOUTH: My comment is I think we need to understand what happens when this property is demolished and what it does to the prior complaint. So I think until that they need to keep running concurrently until we realize what the gravity of tearing it down is, so.

MR. HOLLAND: What we, first and foremost, we've got a safety concern for the public, the general public. Beyond this property.

MR. WEYMOUTH: Well, I think we order a board-up and have

the property liened for the cost of the boarding.

MR. HOLLAND: I'm not talking break-in. I'm talking hurricane, things letting loose and destroy other properties. I mean, this other side is in a real ratty condition.

CHAIR SCHERER: So, if we tear it down, then they can't get a permit or they'll have to get a variance, which would be an undue hardship and more than likely it would be granted but we don't know that, by the Board of Adjustments.

MR. HOLLAND: Sounds like we need a new code, a new ordinance.

MS. WALD: Let's see if I can wade through this. Ginger Wald, Assistant City Attorney. You have a few choices. Get a little back to where we [inaudible]. You can grant an extension of time. We do know as to this property that it was previously owned by Mr. McCutcheon, that was sold at a tax sale, and then the tax sale was eventually sold to some subdivision of Wachovia that has a bunch of letters that I can't remember.

We did not have his case heard last time because we didn't have notice to the new owner. They were provided notice for this hearing, but of course they didn't appear. So that's one thing to take into consideration.

Another option that you have obviously, as was stated is to do an order for demolition. Now normally, orders for demolition is 30 days for the owner to demolished, if the

owner fails to demolish in 30 days for the City to demolish.

That is just the benchmark, the reason why that was set a long time ago was that's usually how long it took to get the demolition permit to go ahead and do it. That does not have to be a 30-day period of time; it can be a longer period of time, it can be a shorter period of time. But that's also an option for you.

Understanding all the problems from the prior case and the connected property, if there's a demolition as was already stated the last time and this time too, then there's going to be a potential problem for the permits for the adjoining property to actually repair their property. And then of course you still need a determination as to what may or may happen, may not happen, in regards to zoning and whether it will be legal nonconforming property and they can fix it up if the other side is demolished.

And of course your other option, which under the Florida Building Code you can order this but not under our ordinance, which states that you can have a different option with the security of the property and also the extension to bring it back for status to see where we are.

As was stated before, one side is secure, the prior case and that they have boarded up the property. Hurricane season is around the corner and it's very windy out right now. How bad the other property is, I think you've seen that from the

prior photographs and also the testimony of Gerry. If you want to see those again, those can be provided to you.

What can be done with boarding? The City, the only thing, because you're not going to be ordering the City to do it, you're actually going to be ordering the owner to do it and we're back to the same problem that they're not, here. We don't know what they're going to do if they're going to do anything.

If you're ordering the City to do it, the City may or may not be able to do it. That's going to come down to a position as to financing and what they, if they even have that money in the budget near the end of the budget where we are right now, whether that could even be done. So keep that in mind, also, and I can't speak to that because I don't work for that department.

So these are all different things that you have to keep in mind, there's three different options.

CHAIR SCHERER: So, let me ask you a good question.

MS. WALD: Good question?

CHAIR SCHERER: What does the City recommend?

MS. WALD: Oh, I don't know.

CHAIR SCHERER: Yes, that's what I thought. Alright, Gerry, what does the City recommend?

INSPECTOR SMILEN: Well, it's, it's a situation where the building, that 2630 is in need of demolition. It is

deteriorated. It fits all the criteria of a building that's deemed unsafe. And that's what we're looking at. However, I think the Board has to take into consideration the impact that it has on the other side and that would affect your ruling and your judgment.

MR. HOLLAND: Yes, and regarding that, sorry, my, again as I said, at two meetings ago on this hearing, the demolition forces the issue of the end treatments that need to be done. John Barranco is our architect, he may comment.

It's a very doable thing to trim that out on the common end and give them this ease to do the roof that their contractors so sorely need. And also, we stated before that some of these orders of demolition tend to make things happen sooner than later regarding who has the interest in the equity.

CHAIR SCHERER: Um hm. I'm just trying to determine if they're able to get a variance or they're not able to get a variance, will that change our determination about this property, and I don't think it will either way.

MR. WEYMOUTH: About the property under, being considered right now.

CHAIR SCHERER: Yes. I don't think that it will make a difference if there's a variance or they don't get a variance.

MR. WEYMOUTH: You're probably right.

CHAIR SCHERER: And I don't -

MS. HALE: It might actually encourage them to give them a variance to continue to fix up their standing half of the duplex.

MR. HOLLAND: Again, I'm no expert in the Board of Adjustment, but I do know there's a health aspect that I've seen all kinds of things come before that Board that didn't really seem like a whole lot of health-related.

MR. WEYMOUTH: Gerry, can we order a partial demolition? In other words, he's got concerns over loose rafters, plywood, that kind of thing and whether it's even economically the way to go, but if we were to do a partial demolition to get it back to say the tie beam, because all that's going to have to be repaired regardless of it's in disrepair, at least a tie beam during a hurricane season, you take away a lot of the risk of flying debris.

MR. HOLLAND: And if I may, before you express the risks of unbraced tie beams, I think they in themselves don't, probably don't need a whole lot. And I think it's a judge, reasonable good practice call that can be made from a demolition contractor without necessarily the need of a professional engineer. If an engineer's opinion is needed, I imagine you got one on staff somewhere and, but I agree with what Mike's saying about some of these other cases, we can get down to the shell and the tie beam aspects and reduce the hazard without wiping out all the equity, and I -

MR. WEYMOUTH: Or without detaching the structural part, which is what we're trying to buy time for them for.

MR. HOLLAND: Right, but we do have isolation, other than finished sidings in the way of the dual common walls, separate, independent common walls supporting each separate structure so we don't have the -

MR. WEYMOUTH: They are independent.

MR. HOLLAND: - right they're independent. There's two 8-inch CMU walls, all the way to the ridge of the gables.

MR. BARRANCO: I just have one comment. And I'm just theorizing here, and I guess it's addressed to you guys at the Building Department and to the guys in Zoning. Theoretically - and I know it's happened before in the City of Fort Lauderdale, townhouses - where one unit burns down, and there's a gap in there. Does that really make the guys next door noncompliant? And it's really on the onus of that owner to rebuild.

Terry, what I was saying is, in a townhouse situation here in Fort Lauderdale, I know there have been fires and sometimes you might have one unit burn down, so you've got a missing tooth, essentially.

MR. BURGESS: Right.

MR. BARRANCO: That doesn't change anything for the neighbor does it, for either neighbor?

MR. BURGESS: No. [Inaudible] Individual owners, their

permit is simple.

MR. BARRANCO: Still fee simple.

MR. BURGESS: But is that a group, it's a group. And it's still a group.

MR. BARRANCO: So this is not a group in this case, that we're discussing?

MR. BURGESS: It is a group.

MR. BARRANCO: So theoretically, if we put in an order to demo on this first one and somebody came back to build anew on the empty lot, wouldn't it be required that they build it the same way it was before?

MR. BURGESS: Not necessarily.

MR. BARRANCO: Then why is it on townhouses?

Mr. BURGESS: [inaudible] separately they could build a single-family home on it.

MR. BARRANCO: So if we had a townhouse situation that was approved and the end cap burned down, could you build an independent structure?

MR. BURGESS: Townhouses are a little different than duplexes. Duplexes, you have to have two separate properties.

MR. BARRANCO: Gotcha.

Mr. BURGESS: Townhouses all on one property, whether they're combined in that, and when we create that fee simple lot lines, which are really truly not lot lines -

MR. BARRANCO: They're non-platted.

MR. BURGESS: They're fee simple lines, they're a little different than the duplex.

CHAIR SCHERER: Let me ask a question, maybe just more directly about this property what if this side burnt down?

MR. BURGESS: Like I said, you could still, you could demo, but I think we'll have a issue. And I'm not sure if you have an issue with the setback or it's just legal non-conforming.

MR. HOLLAND: I would offer that this scenario has got to happen. The unlikelihood of building a single-family on the vacant lot in the middle is unlikely, because I think there's probably law regarding these duplexes that they'd have to replace the house up against the common wall area. That one he's going to have no windows, anything like that. It's -

MR. BURGESS: Well, that's what -

MR. HOLLAND: - I can't see that happening and I can't see a legal loophole for that to happen.

MR. BURGESS: Well, we, we had one a few years back that built the house too close to another house and they just made him take out all the windows on that side of the house and they applied for a variance and got it. But that happened, that's rarely, that rarely happens.

MR. HOLLAND: See, it's not just health-related so I think it's a bona fide hardship and I think we can move things in parallel here. Again, this side is, sounds to me like it's

got to be demoed regardless. And when it comes to limited funds, it's one thing collecting fees for code violations, but it's another thing for dangerous structures that can take off and do tremendous damage to other -

CHAIR SCHERER: Let's recognize the Chief Building Official for a second. He looks like he was -

MR. AUGUSTIN: Chris Augustin, Building Official, I've got a couple of concerns. One is the partial demolition that you were describing, Joe. Once you do that, now you definitely still have a structure there that is an unsafe structure, so.

MR. HOLLAND: The remaining structure is unsafe?

MR. AUGUSTIN: It meets the definition of an unsafe structure in the Florida Building Code.

MR. HOLLAND: In what regard, because it's stand-alone as a duplex?

MR. AUGUSTIN: It's a partial structure.

CHAIR SCHERER: Just like our, just like the problem with all these Glenn Wright homes, that just the slabs are out there. They're deemed unsafe because they're not done and they're expired permits and -

MR. BARRANCO: Well, and I was about to bring that question up because we're discussing one case, and then well, let's say, theoretically, we put in a demo order for this first case. You go back out there, you look at what's left

and you say it's safe or it's unsafe, which case, they come back to us and now it's still unsafe. After we've demoed it, it's still unsafe out there. Got to do something about it or we're going to put in an order to demo.

So maybe they choose to have it engineered and bring it up to code and to reinforce that wall and some engineer out there is crazy enough to say hey, it's safe, then we're okay. So it's just like any other case we have, we could either hear that case later after you've inspected, after the demo's done and if that building standing alone, you think it should be demoed you bring it before us again. That's the way I'm thinking about it, but we don't know if it's unsafe yet until they take out half that structure.

CHAIR SCHERER: It is, it's an, it's it was, yes, it's unsafe because of the case that we heard that before it. these two are both -

MR. BARRANCO: Well, I realize that. But that's the part that's really, really bad, that, the other part, right?

CHAIR SCHERER: The part that we're talking about now. I think is the worst part.

MR. WEYMOUTH: Correct.

MR. BARRANCO: It's the worst part, okay. So if we put in order to demolish this part -

CHAIR SCHERER: Right.

MR. BARRANCO: - leave the other part up -

CHAIR SCHERER: Right.

MR. BARRANCO: - the one that we gave the extension to.

CHAIR SCHERER: That we just gave the extension.

MR. BARRANCO: Hear that one again after it's demoed if these guys say hey, it's unsafe still -

CHAIR SCHERER: Right.

MR. BARRANCO: - then we're going to have to make a decision. We're going to have to put in, it's just like any other hearing we have, we put in a motion to demolish or we say, hey owner, if you don't want to demolish you better do something about it.

CHAIR SCHERER: So, hey Gerry, if we demolish this side - 2630 - it won't fix the 2620 problems.

MR. AUGUSTIN: Correct.

CHAIR SCHERER: The 2620 still has its own independent problems.

MR. BURGESS: That's correct.

CHAIR SCHERER: Okay. So just by tearing this down, it will still, it won't fix the unsafe, okay.

MR. HOLLAND: And there's matters of degree of unsafe and you tear down the one bad structure and the good structure gets to get treated ends and treated against the wind infiltration. There's got to be a hardship about some lateral bracing down to the ground and temporarily until something comes along. I think it can be considered, but I think what's

paramount here is let's make it as safe as possible for everybody concerned. And let this legal, we're a little short on legal advice here so it needs to play out, but I think we got some logical moves to get this thing going in the hurricane season where we've got real threats.

CHAIR SCHERER: Chris?

MR. AUGUSTIN: By tearing down the one side, you're going to have a masonry wall that used to separate the two units, that was built probably not to - but wait -

MR. HOLLAND: Two walls -

MR. AUGUSTIN: Right, there's two walls.

MR. HOLLAND: Two walls, independent.

MR. AUGUSTIN: But one of those two walls would come down with the one half.

MR. HOLLAND: I understand.

MR. AUGUSTIN: Which leaves the other masonry wall -

CHAIR SCHERER: Exposed.

MR. AUGUSTIN: Now exposed to -

CHAIR SCHERER: Water.

MR. AUGUSTIN: - wind loads that was never designed, well, I don't know for a fact, but it certainly wasn't designed to today's requirements for wind loads.

MR. BARRANCO: Right. And once we re-hear that case it would probably be an unsafe structure.

MR. AUGUSTIN: I just wanted to make sure that they

understand that's going to be a lot of additional -

MR. BARRANCO: Right.

MR. AUGUSTIN: - could be a lot of additional work, columns, build cells, who knows what.

CHAIR SCHERER: Yes.

MR. BARRANCO: Yes. Could be a lot of work there that has to be done, but for the building that to be safe, that's what they're faced with. And eventually we're going to reach a nexus where you all have to decide whether you want to make the improvements and make it safe. Or if it's unsafe it's got to go, and it's, it's for your own good.

MR. HOLLAND: And my professional opinion from a cost basis it would be cheaper to supplement your structure, then take over. I think you said something about redoing the other structure taking on that part too, which would be much greater in magnitude from a financial standpoint. So, and I think the City, I mean, there's, going through this process there's going to be some discovery on what needs to be done to bring it up to current code and -

CHAIR SCHERER: Chris made -

MR. HOLLAND: - but also [inaudible] is a showstopper on the -

CHAIR SCHERER: Chris also made a really good point about the taking down this other half of the wall. I mean, now we're exposing a bare CMU wall, it rains, you got water now

coming in through that block wall, we got mold now.

MR. HOLLAND: Well, I think some of these things we've talked about partial demolitions hypothetically and in detail. I mean, you know a base coat of stucco on that wall is fairly cost-effective, and the roof has got to be treated out anyway, which is better than lathing onto a bad roof that might get demolished and the trusses are bad.

So, I think from a commonsense nature, I think, I feel comfortable ordering the demolition, not just, yes, to move things along and hopefully by the bank, or get them to show up and speak to their interests if there are any.

CHAIR SCHERER: Okay. Is there anybody that wants to make a motion?

MR. WEYMOUTH: He already made one.

MR. HOLLAND: Well, that was informal, but I'll make it formal.

MR. BARRANCO: Nobody ever seconded that motion.

CHAIR SCHERER: Well, the motion hasn't been seconded and it wasn't a motion that needs to be read like you need to read it.

MR. HOLLAND: Yes, that's what you call a dry run motion, if there is such a thing. I just went to school, I just went to the academy for boards but I didn't hear that one. But maybe I ought to add it. Alrightee, thank you. Okay. 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 licensed demolition permit.

CHAIR SCHERER: There's a motion. Is there a second on the motion?

MR. CROGNALE: I'll second the motion.

CHAIR SCHERER: Any discussion on the motion further than - All those in favor say aye.

MR. BARRANCO, MR. CROGNALE, MS. HALE, MR. HOLLAND: Aye.

CHAIR SCHERER: All opposed.

MR. WEYMOUTH: No.

CHAIR SCHERER: No. Two. So the motion passes four to two. Alright.

MS. PARIS: Who were the dissenting votes?

MR. BARRANCO: You want to call the roll?

CHAIR SCHERER: Yes let's call roll.

MS. PARIS: Jamie, can we do a roll call?

CHAIR SCHERER: Go ahead and call roll.

MS. PARIS: Just for the record.

CHAIR SCHERER: Start at the -

MS. OPPERLEE: Mr. Phillips.

CHAIR SCHERER: Yes, go ahead.

MS. OPPERLEE: Mr. Barranco.

MR. BARRANCO: Yes.

MS. OPPERLEE: Mr. Crognale.

MR. CROGNALE: Yes.

MS. OPPERLEE: Ms. Hale.

MS. HALE: Yes.

MS. OPPERLEE: Mr. Holland.

MR. HOLLAND: Point of order. Can I change that motion to a 60-day, 40, 56-day?

CHAIR SCHERER: It's already been voted on.

MR. HOLLAND: Oh, that one is, alright, sorry. Well, may I can retract the motion because I was on the winning side, or something to that affect.

MS. HALE: Yes, but we voted on it, twice.

MR. HOLLAND: Yes, and you can - Yes, I know, but -

CHAIR SCHERER: Okay, let's continue to call the roll.

MR. HOLLAND: Did you go to the academy here?

MS. HALE: I'm looking forward to June.

CHAIR SCHERER: There was a motion that was made, hang on, there was a motion that was made, there was a second, we called roll, the motion passed, now we're just doing a roll -

MS. WALD: Okay, finish it.

CHAIR SCHERER: - to see who, who, yes.

MS. OPPERLEE: Mr. Holland.

MR. HOLLAND: Yes.

MS. OPPERLEE: Mr. Jarrett.

MR. JARRETT: Before I answer that, there is a little discussion here, wait a minute. Mike counted, I mean John counted two but I thought he was counting me. Actually, I didn't say aye. I agreed with Mike. There's a little bit of confusion here.

CHAIR SCHERER: We're going to go ahead and, it's yes or no.

MR. WEYMOUTH: That's why we're doing a roll call.

MS. WALD: Yes or no.

CHAIR SCHERER: Yes or no.

MR. JARRETT: No.

MS. WALD: Okay.

MS. OPFERLEE: Mr. Weymouth.

MR. WEYMOUTH: No.

MS. OPFERLEE: Chair Scherer.

CHAIR SCHERER: No. We missed, we missed two.

MR. BARRANCO: You said no?

MS. WALD: What's the roll?

MS. HALE: We already -

MR. WEYMOUTH: Four to three.

MR. HOLLAND: In affirmative?

MR. WEYMOUTH: Yes.

MR. HOLLAND: Okay now -

MS. PARIS: Four/three demo.

MR. HOLLAND: Okay I -

MS. WALD: Four/three demo?

MS. PARIS: Four/three demo.

MR. WEYMOUTH: Four/three demo.

MS. WALD: Four/three demo, it passed.

MR. HOLLAND: Okay, question.

CHAIR SCHERER: Okay, it, motion passes.

MR. HOLLAND: Okay, question, can I, I can adjust this -

MS. WALD: You voted for it or against it?

MR. HOLLAND: For.

MS. WALD: You voted for?

MR. HOLLAND: Yes. So I can alter this from the standard language to -

MS. WALD: [Inaudible]

MR. HOLLAND: Right. So I move that I would like to retract my motion.

MR. CROGNALE: 30 days.

CHAIR SCHERER: You can't, because it's already been made-

MR. CROGNALE: Yes.

CHAIR SCHERER: - and passed, right Ginger?

MR. HOLLAND: No, I'm -

MR. CROGNALE: Is there any problem with the 30 days?

MR. HOLLAND: Yes the 56 -

MR. CROGNALE: The extension is 56 days but -

MR. HOLLAND: 56, I -

CHAIR SCHERER: You want to do the, you want to make the motion -

MR. HOLLAND: I, I'm, I forgot, I'm using a boilerplate motion which should have a blank for the number of days.

MS. WALD: Okay. Here's what happens, just so you know before you decide to do whatever you want to do. The order, of course is prepared, and you review it, you sign it. That takes a few days. It goes next week. Gets sent out, gets sent out to the owner, of course it's got to be sent out to PP&G, whatever it's called. They get it. They have the 30 days to do it. They do not perform in 30 days, then it comes to the City. The City then has to hire their contractor. The City's contractor then has to pull all the permits. I'm telling you right now, this does not happen in 60 days.

MR. HOLLAND: That's, that was the point of my motion but if it makes anybody else feel better, we can adjust the date.

CHAIR SCHERER: I think the motion is fine as you read it.

MR. CROGNAL: Fine.

MR. HOLLAND: Okay.

MS. WALD: Okay.

MR. HOLLAND: I hate it when I don't get a unanimous motion but I'll live with it this time.

CHAIR SCHERER: I don't think that was the problem with

the motion.

MR. WEYMOUTH: I was going to say that -

CHAIR SCHERER: That had nothing to do with the problem with the motion, no.

MR. WEYMOUTH: Not from me.

MR. HOLLAND: Any comment?

CHAIR SCHERER: Okay.

MS. PARIS: We ready?

CHAIR SCHERER: Next case.

MR. HOLLAND: I'm all ears.

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Case: CE09090798

Estate of Josephine Nash

409 NW 14 Way

MS. PARIS: Our next case will be on page 7, this is also an old business case. Case CE09090798, the inspector is Jerry Smilen, the address is 409 Northwest 14th Way, the owner is the Estate of Josephine Nash.

We have service by posting on the property 5/3/10 advertising in the Daily Business Review, 5/7/10. Certified mail and violations as noted in the agenda.

Please note this case was first heard at the 1/21/10 USB hearing, at that time the Board ordered a final order for demolition.

MR. WEYMOUTH: I'm sorry, what page are you on, which case we on? I'm sorry.

CHAIR SCHERER: 7.

MS. HALE: 7.

MR. WEYMOUTH: Thank you.

MS. WALD: Ginger Wald, Assistant City Attorney. Give you an update, the reason why this case has been brought back in front of you even though you have already entered a final order of demolition is because of this: This was a case that was an estate case. At the time that we originally heard the case and did the title search, all notices were provided to everyone that we could find in the title search.

After that was done and after the order was issued my office, me personally, was contacted by an individual that was representing an heir that we did not know about, because probate had not been opened, a will also had not been recorded at that time. I was provided with the will and the will was showing - and again the will hasn't been probated as yet, so I don't know if the will's valid or not - I'm not going to attest to it.

CHAIR SCHERER: Right.

MS. WALD: But the will showed that there was an heir and the heir being - one second. What's your name?

MS. PARCHMENT: Lois.

MS. WALD: Lois Parchment?

MS. PARCHMENT: Yes.

MS. WALD: Lois Parchment. Therefore, what I agreed to do was to, out of an abundance of caution and to make sure that due process was in place, prior to the demolition - and guess what, they were getting ready to do it, permits had already been pulled - was to go ahead and place it back on the agenda today.

Again, you already have an order, it's already been heard. Give an opportunity for Ms. Parchment to come in front of you as being a potential heir of his property, of the estate of Josephine Nash and state her case.

CHAIR SCHERER: Do we re-order or do we, what is our motion, what would our motion have to be?

MS. WALD: Your, she will first have to explain who she is.

CHAIR SCHERER: Right.

MS. WALD: Basically what I explained to you. You have to make a determination of whether she has a right to do so, which she may or may not have. And then one or two things, you can have the order that you already have vacated; you can do a new motion, and of course with your new motion you could re-order a demolition if of course the facts still show that the property should be demolished as you found before; or the second, you could give an extension of time for the property to be repaired prior to a demolition; or you could make a

determination that it doesn't have to be reversed.

CHAIR SCHERER: Okay.

MS. WALD: Those are the options that you have. Joe?
Oh, you're just holding the pencil up.

MR. CROGNALE: No, I'm -

CHAIR SCHERER: Okay.

MS. WALD: I thought he was putting up the talking stick.

MR. CROGNALE: Sorry about that Ginger.

MS. WALD: That's okay.

MR. CROGNALE: [inaudible]

MS. PARCHMENT: Hello.

CHAIR SCHERER: Hello, how are you?

MS. PARCHMENT: I have find that I was the heir of this
property.

MS. PARIS: Ma'am, state your name for the record.

MS. PARCHMENT: I'm sorry, my name is Lois Parchment.

CHAIR SCHERER: Lois Parchment?

MS. PARCHMENT: Yes.

CHAIR SCHERER: Okay, and go ahead. Go ahead.

MS. PARCHMENT: Okay. I had, this has been going back
and forth. I find that I was at the will of the property and
the property is not, the house is not in good condition so my
plan was to have an agent and lawyer to take care of it. That
was the plan to make an investment to sell the land.

CHAIR SCHERER: To sell the land -

MS. PARCHMENT: Yes.

CHAIR SCHERER: - or the house?

MS. PARCHMENT: Sell the land and house in it. But the house is in bad shape. So I had the assumption I had the agent supposedly been taking care of this situation back-and-forth, that's why it was taking all back and forth. My assumption was it was supposed to be taking care, so that's why I stepped in and find that the agent was not really taking care of the property to get it sold, the land, supposed to be an investment, sell the land.

CHAIR SCHERER: And your, and what, what, you don't agree with demolishing the house or you do?

MS. PARCHMENT: Yes.

CHAIR SCHERER: You do want to demolish?

MS. PARCHMENT: I'd like to get it demolished and to sell the land, that's what I want, yes. It's not worth getting fixed.

CHAIR SCHERER: Well, the City has, we have ordered the demolition of the property. So we're both in agreement with what needs to happen.

MS. PARCHMENT: Okay. What would happen, would I be able to sell the land?

CHAIR SCHERER: Yes.

MS. HALE: Sure.

MS. PARCHMENT: Okay, see, I wanted, you know -

CHAIR SCHERER: Okay, well then, I don't think there is reason to rehear this case.

MR. BARRANCO: Do you want to take care of the demolition yourself -

MR. HOLLAND: Yes.

MR. BARRANCO: - or do you want the City to take care of it?

MS. PARCHMENT: I want the City to take care of it.

MR. HOLLAND: Well, it would be a lot less expensive, maybe, if you do it yourself, because the City may not be able to give you the best cost. They try, I'm sure, but -

MS. PARCHMENT: How much does it cost?

MR. HOLLAND: I can't tell you that, but they lien the property and you're responsible for it so there's no freebies here.

MR. BARRANCO: Can we tell them that? We may know.

CHAIR SCHERER: The City liens, the City puts a lien on your property for whatever the cost of it is. Whatever their cost is, that's what they charge you, whatever their cost is they charge you. We don't know that but our options up here are to whether to demo the house or give you an extension.

MR. BARRANCO: It's all we can do.

CHAIR SCHERER: If you're going to fix it. So, and we've already ordered the demolition.

MR. JARRETT: Most everyone that appears before this

Board that's a contractor and is knowledgeable about such cost always chooses to do it themselves. You may or may not. The disadvantage is of course you're going to have to come up with the money in the front to have a demo contractor come and do it. If you, if the City goes and does it it's going to cost you more money and it'll be a lien on the property, and when you sell the property, that's when you'll pay for it.

CHAIR SCHERER: Ginger has the cost for us.

MS. WALD: Yes, the estimate from Miami Wrecking, who is the City's contractor is \$3,700. That's their estimate.

MR. WEYMOUTH: Quick question, Ginger.

MS. WALD: Yes sir.

MR. WEYMOUTH: Our option is to rehear it. Obviously if we rehear it, it sounds like we're going to order a demolition.

MS. WALD: You can, you're going to have to re-hear the entire case, which doesn't take long.

MR. WEYMOUTH: Right, and then we'll order a demolition. The only difference is she'll have the option to do it herself or the City will essentially redo what is in place right now. My question is, based on the information that you guys have can she, as a named person that will be the person to pull the permit to have the property demolished within 30 days?

MS. WALD: No.

MR. WEYMOUTH: Alright.

MS. WALD: And of course that would be the building inspector's decision but he would call me and what I would tell him is do you have an order showing that this lady is in possession - it's not working, excuse me - what would need to be provided are one or two things: one would be an order showing that she's a personal representative of the estate because the estate has never been opened, at least in all the counties that I checked.

Or, two, order has already been determined that the will has already been probated and that she has been placed in possession as the sole heir. So, one of those two things would have to occur for Ms. Parchment to actually go ahead and be able to pull any type of permit personally.

MR. WEYMOUTH: Okay.

CHAIR SCHERER: Okay.

MS. WALD: Because it hasn't been probated and it's a will. It's not an intestate matter, an intestate matter it would go down to the next of kin, which was somebody else that we did provide notice to, which I think was your mom.

MS. PARCHMENT: Yes.

MS. WALD: So, but she did provide the will which we placed up here and that's why, again, out of an abundance of caution, I thought that made the most sense to let Ms. Parchment come in front of you and explain her position.

CHAIR SCHERER: Okay. Gerry?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. I'd like to bring to the Board's attention a couple of things here. You did have the ruling, and I understand some certain events have happened here, but to this day the house remains open and abandoned. It still is unsafe and it is a problem for the community. And I would urge that we would continue in the, in your original motion.

CHAIR SCHERER: Okay.

MR. WEYMOUTH: Well, or just deny rehearing this.

MR. BARRANCO: Just let it go.

MR. HOLLAND and MS. HALE: Yes.

MR. WEYMOUTH: Do you have to vote on denying hearing it?

MS. WALD: It's the motion that was made. You could -

MR. WEYMOUTH: Do we just tell her that we don't want to rehear it and she goes about her way, or do we have to vote on not rehearing it?

MS. WALD: It wasn't a formal motion, because it was informal.

CHAIR SCHERER: We could just -

MS. WALD: Why don't you go, why don't you go ahead and take it as a formal motion.

CHAIR SCHERER: Okay.

MS. WALD: Since she has come in front of you and made it and to vote on it to grant the rehearing.

CHAIR SCHERER: Okay.

MR. BARRANCO: I just have one more question for Lois.

MS. PARCHMENT: Um hm?

MR. BARRANCO: And I'm sorry to hear it's your mother?

MS. PARCHMENT: It's my grandma.

MR. BARRANCO: Your grandma? I'm sorry. You understand then that the motion as it stands right now, that's already been passed, there's an order to demolish, it's going to cost \$3,700. They're going to lien the property; that doesn't come out of your pocket until the property sells, okay?

MS. PARCHMENT: [inaudible]

MR. BARRANCO: So, until the property sells, you don't have to pay that 3,700 really. Or, your option is that we rehear it and you say that you want to demolish it and you pay the \$3,700 up front.

MS. PARCHMENT: [inaudible] the first one.

MR. BARRANCO: Option A? So you'd rather see the City demolish it?

CHAIR SCHERER: Yes. She wants option A.

MR. WEYMOUTH: Well, option B isn't really an option because she can't pull the permit. [Inaudible]

MR. BARRANCO: Well, it will be eventually.

MR. WEYMOUTH: Right.

MR. BARRANCO: It will be eventually.

CHAIR SCHERER: Alright.

MR. BARRANCO: So you like option A?

MR. CROGNAL: Seems like a non-issue.

CHAIR SCHERER: And that's your final answer. And that's your final answer, alright.

SUPERVISOR BRADLEY: Lin Bradley, Code Supervisor, City of Fort Lauderdale. The permit is sitting on my desk as we speak. It was already ready to be picked up. So whatever you decide today, whether to put it off or go ahead and do it, Monday morning Miami Wrecking will probably pick up the permit or Friday and be ready to demolish. I just wanted to let you know that the permit is ready and the only reason we stopped it was because of her situation in this.

CHAIR SCHERER: Okay.

MR. BARRANCO: That's good, appreciate it.

MS. HALE: But you are satisfied with the way things are going, and the City will demolish the house.

MS. PARCHMENT: Yes, yes, yes.

MS. HALE: Okay.

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

CHAIR SCHERER: Go ahead.

MS. PARCHMENT: Thank you so very much.

MR. BARRANCO: I'd like to make a motion that our previous motion remain as is and we don't discuss this further.

CHAIR SCHERER: Second?

MS. HALE: Second.

CHAIR SCHERER: Any discussion?

MR. HOLLAND: Any discussion?

MS. PARCHMENT: Thank you very much.

CHAIR SCHERER: All those in favor?

BOARD MEMBERS: Aye.

CHAIR SCHERER: All those opposed? Motion passes
unanimously. Next case.

MR. HOLLAND: Is that a [inaudible] motion?

CHAIR SCHERER: It's like a law school bar exam.

MR. JARRETT: I know.

CHAIR SCHERER: Wills, trusts, estates, zoning, property,
I don't remember any of this stuff.

MS. WALD: It's getting it all [inaudible]

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Case: CE07021325

Jungle Queen Inc.

2470 SW 21 Street

MS. PARIS: Our next case will be on page 1. This is old
business case CE07021325, the inspector is Gerry Smilen, the
address is 2470 Southwest 21st Street, the owner is Jungle
Queen Inc.

We have service by posting on the property 3/24/10 we've
advertised in Daily Business Review 4/30/10 and 5/7/10.
Violations, extensions and certified mail as noted in the

agenda. How many people will be abstaining?

MR. BARRANCO: One.

CHAIR SCHERER: Two.

MS. PARIS: So we still have a quorum.

CHAIR SCHERER: So we need a, we're still okay? Yes.

MS. PARIS: You need five. We have -

CHAIR SCHERER: So we'll need a Vice Chair to Chair this.

MS. PARIS: Correct, we need someone to volunteer to Chair.

CHAIR SCHERER: Go ahead Joe.

MR. HOLLAND: Alright, yes, I'll do it from here. Okay, staff or respondent, who do we have, who wants to go first?

MS. CALHOUN: I'll go first.

MR. HOLLAND: State, state your name thanks.

MS. CALHOUN: Good afternoon, Hope Calhoun here on behalf of the Jungle Queen. I do have news and we have made progress. Unfortunately, the progress that we've made means that I won't see you next time, because we have complied with the violation. In my hand I have a building permit. So, fees have been paid, permits pulled and we are on our way. So with regard to the unsafe structures violations I believe we are in compliance, and Mr. Smilen can speak to that.

MR. WEYMOUTH: See, when you Chair, things happen.

MR. HOLLAND: I wish.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City

of Fort Lauderdale. I will confirm that permits have been issued, and it's an historical moment here in the City of Fort Lauderdale. However, this doesn't mean that the violations are complied. It means that she has a permit and she's taken the steps to comply the property and the property will be complied once the final inspections are approved and completed. But at this point, it doesn't seem like it needs to be heard here with the Board anymore.

MR. HOLLAND: I wish you Godspeed, not for the boat, but for the land structure.

MS. CALHOUN: Thank you very much.

MR. HOLLAND: The end of an epic; good luck.

MS. CALHOUN: Thank you.

MR. HOLLAND: Gavel is returned to -

MS. WALD: Don't let those permits expire; you'll never get them again.

MS. HALE: Ginger, don't be so discouraging.

MR. CROGNALE: I'm going to miss them.

MS. WALD: Oh, my permits are expiring.

MR. WEYMOUTH: Nothing like a [inaudible]

MR. HOLLAND: Yes, I think she couldn't afford any more babies. That's what it was.

MR. CROGNALE: I'm going to miss them.

MS. PARIS: That's so harsh. That's [inaudible] gets it done with the paperwork. Are you ready?

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Case: CE08092242

Jana Gray-Williams

512 Northwest 22 Avenue

MR. HOLLAND: Dee, what page are we at? Just, what page?

MS. PARIS: Page 5.

MR. BARRANCO: You can go.

MS. PARIS: Our next case will be on page 5. It's an old business case. Case CE08092242, the inspector is George Oliva, the address 512 Northwest 22 Avenue, the owner is Jana Gray-Williams.

We have service by posting on the property 1/27/10, we've advertised in the Daily Business Review 4/30/10 and 5/7/10. Violations, extensions, certified mail as noted in the agenda.

MS. HALE: This is sort of like old home week at the end isn't it? Jana and the Jungle Queen.

CHAIR SCHERER: Afternoon.

MS. GRAY-WILIAMS: Good afternoon everyone.

CHAIR SCHERER: How's it going?

MS. GRAY-WILIAMS: I'll be so glad when I can come up and say that everything is complied and -

MS. HALE: It's not yet?

MS. GRAY-WILIAMS: Not yet.

MS. HALE: Oh dear.

MS. GRAY-WILIAMS: But it's coming. We're [inaudible] it into existence. A couple of things have happened since last time we spoke. My request was at the last meeting, we were given an extension in order to try to comply with some of the things from before with the financials, as well as with the, we're trying to work things out with the mortgage company, the attorneys and so forth.

Well, the first part of the good news is, we finally have received our loan modification from the mortgage company and that was a big doozie because we've been waiting on that for the three years.

To make a long story short, we initially owed like 120,124, and they agreed to 70,000 plus the additional fees added on so we owe \$86,000. And we've made, you have to make three payments, and we've made two already, and June will be our third payment, and it will be official for the loan modification. So, that is taken care of.

We also had a home-equity loan, and on the home-equity loan we owed like \$35,000. Well, under the circumstances. They were willing to offer us a settlement amount and the settlement was like, \$5,600 which we paid that off, and they accepted that as settlement and full. So the only thing that we owe on the property now is the \$86,000 from Aquin, which is the first mortgage.

That was the problem for the replacement program because

we were in arrears. And while we were on the waiting list for the rehab, replacement under the Community Development, we were just sitting there waiting on the waiting list until they got us finalized. Now it's finalized and there's no further funding with the rehab and the rehabilitation replacement program.

They won't have any more funding as of now until probably October, that's the designated time frame they gave us. And as a result, we're right back where we started from. However, we did apply for the Extreme Makeover Home Edition program in February, and they said we'll know something within six months. So that's around August.

We also contacted the Rotary Club, Chamber of Commerce, Habitat of Humanity, and we're still waiting to hear back from them. I've also contacted the media, talk show hosts, you name it, trying to get somebody that's willing to help us with our home. And of course we're still in a waiting pattern in that regard.

I believe there's a letter of regarding, I spoke with the City Commissioner, Commissioner Bobby Dubose. I also spoke with the office of the County Commission, John Rodstrom's office in regards to what programs that they may have available that maybe I just haven't heard about yet.

So I need to tap into everything I can. So I'm still waiting to get that information. However, they also did their

research and they presented a letter for the Board today in that regard. In speaking with Mr. Oliva, we've been going over what all things that we can do. And my concern was, is the house structurally sound to build upon or does it need to be totally demolished, or what avenues we can do.

So as a result, I've been in contact with, I believe the name is Bill Osfisch, which is a engineer, architectural company to try to determine that. So at least when funding starts coming in, and when we get all these different avenues we'll know whether or not the home is sound to build upon the existing structure or whether or not it really do need to be demolished. So they're supposed to be coming in and evaluating the roof and seeing exactly what we're working with. So that's where we stand today.

CHAIR SCHERER: Okay. Any questions, comments?

MS. HALE: Anything from the City?

MS. GRAY-WILIAMS: And I apologize. I want to enter into evidence the letter from Commissioner Bobby Dubose, which read: Mr. John Scherer, Chair, Unsafe Structures Board regarding Jana Gray Williams, 512 Northwest 22nd Avenue, Fort Lauderdale, 33311. And it has the case number CE08092242. Dear Chair Scherer -

CHAIR SCHERER: We have it.

MS. HALE: We have it.

MS. GRAY-WILIAMS: Okay, you have it? Okay.

CHAIR SCHERER: We've read it, yes, we've read it, thank you.

MS. HALE: We can see -

MS. GRAY-WILIAMS: Alright, thank you, I just want to make sure of that.

CHAIR SCHERER: Yes, we got it.

MS. GRAY-WILIAMS: Okay, I appreciate it. And we're just requesting an additional extension of time 'til either the funding is available in October and we'll know where we stand with that or Extreme Makeover comes through before then. Or if nobody on the Board donate to our family. [Inaudible] because [inaudible] Maybe somebody will hear us and come to our rescue, so we appreciate it.

MR. BARRANCO: Do we have any contractors on the Board?

MS. HALE: City, does the City have any comment?

CHAIR SCHERER: Any out of work ones? We got plenty of those too.

INSPECTOR OLIVA: Good afternoon, George Oliva, Building Inspector for the City. Really, the City's in favor of granting an extension of time due to the way that she's been taking care of the problems that she was confronting in her property. So I'm recommending at least 140 days so she can go through the process.

MS. HALE: So, what's that, October?

CHAIR SCHERER: It'll be the September 16th.

MS. HALE: September?

INSPECTOR OLIVA: Let me change that to 154 days so we can make in October.

MS. HALE: What do you want?

INSPECTOR OLIVA: 154 days.

MS. HALE: 154 days, okay.

INSPECTOR OLIVA: That will be October 21st.

MS. HALE: Alright.

INSPECTOR OLIVA: That was she can go through the process and try to get help either with the City or with the ABC show.

MR. WEYMOUTH: Is there anybody in the City that can confirm that these monies are going to be available in October? I mean, I don't -

MS. HALE: I used to sit on the Housing Board and I will say that that's traditionally when they come in.

MR. WEYMOUTH: We heard earlier -

MS. PARIS: Right.

MR. WEYMOUTH: - that there's some conversation of budget constraints and [inaudible] demos and -

MS. PARIS: That information, we're getting that information from that letter to Commissioner DuBose.

CHAIR SCHERER: We're giving out raises, so they should have enough money.

MS. WALD: You know, the - Ginger Wald, Assistant City

Attorney - the new budget of course will start in October. And so if the money is allocated for the budgeting process, then it'll be available. How much it's going to be we do not know. That won't be completed until late in the summer.

MR. WEYMOUTH: But they've already made application, they're already in the system.

MS. WALD: They're already in the system. We confirmed that a while ago.

MS. HALE: Yes.

MR. WEYMOUTH: Are they one of 2,000 people in there, are they one of two people. I mean is -

MS. WALD: I don't know the exact amount. I do know that at one of our hearings that we had on this case that somebody from HCD was here and give us an update. But for the life of me I cannot recall where they were on the list.

MR. WEYMOUTH: There's limited funds that are going to be available. Do they cap the number of applications to coincide with the amount of money that's going to be given out? I'm sure that on the applications they're asking them for -

MS. WALD: No, they keep taking applications. Applications don't stop. Applications continue and then they do an update prior to the allocation.

MR. WEYMOUTH: But is it FIFO, first-in-first-out?

MS. WALD: Sorry?

MR. WEYMOUTH: Is it a FIFO system where it's first-in-

first-out?

MS. WALD: It depends on what they're asking for. Normally it is, but it depends on what they're asking for because they have different programs for different things such as, they have a program which I'm, I know that Joe knows all about, which is, where they can do the roof repairs and then they of course have programs where the building is going to be demolished and they're going to build another house. So it depends upon what program, what part of the program -

MS. HALE: Program.

MS. WALD: - the application is for and what makes the most sense for that individual.

MR. CROGNAL: This waiving pencil is a real question for Ginger. Since I am a contractor in the program, before I have any potential conflict, being that the event has not occurred yet -

MS. WALD: Yes, we -

MR. CROGNAL: Can I vote on it because -

MS. WALD: Yes.

MR. CROGNAL: - it has not become -

MS. WALD: Yes.

MR. CROGNAL: - an event?

MS. WALD: Yes because -

MR. CROGNAL: After the fact, then I recuse myself.

MS. WALD: - it's different. Correct. And I think you

and I may have talked about that last time, but it was so long ago I -

MR. CROGNAL: I couldn't remember it anyway.

MS. WALD: I couldn't remember either. So, that's fine, I don't think you have a conflict just yet just because you're a contractor listed on the program.

CHAIR SCHERER: Okay. Has there a motion been made or no?

MR. WEYMOUTH: No.

MS. HALE: Alright, I'll move that we extend until October 21st that's your 154 days.

MR. HOLLAND: I second.

CHAIR SCHERER: There's a motion and a second. Any discussion other than maybe asking that you notify us if ABC comes to town so we can go watch.

MS. HALE: We'll probably hear her, we'll hear her screaming with joy.

CHAIR SCHERER: Alright well -

INSPECTOR OLIVA: They already called me, asked me about her case and everything.

CHAIR SCHERER: That's great.

MS. HALE: Good.

INSPECTOR OLIVA: And I can confirm also about the loan. I spoke to the company [inaudible] loan program they're [inaudible] her.

CHAIR SCHERER: Alright all -

INSPECTOR OLIVA: So, [inaudible] she's getting there.

CHAIR SCHERER: Alright. All those in favor say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: Motion carries unanimous. Good luck.

MS. GRAY-WILLIAMS: Thank you. I appreciate it. And just to answer the question that you asked, they told me that the first-come-first basis is only according to each client bringing in and closing out all their documents. That's how they do it first-come-first-served.

It's not first-come, just because your name is on the list means you're first. You have to have complied with all the documents and returned everything that they're asking for because that was one of the questions that I asked them. And that's what they said. But they didn't give me a number of where I was on the list. But because of the financials that's the only thing that was holding us up.

MR. WEYMOUTH: Good luck.

MS. GRAY-WILLIAMS: Right. And now that everything is clear we're pushed back up where we were originally.

MR. WEYMOUTH: Good.

MS. GRAY-WILLIAMS: Okay?

MR. WEYMOUTH: Good luck.

MS. GRAY-WILLIAMS: Thank you so much.

CHAIR SCHERER: Thank you.

MS. GRAY-WILLIAMS: And please send up some prayers it's not over yet.

MS. HALE: Okay, we surely will.

MS. GRAY-WILLIAMS: Okay, thank you. God bless.

CHAIR SCHERER: Thank you.

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Case: CE09110420

Estate of Clifford Stroman

2305 NW 6 Place

MS. PARIS: Our last case will be on page 8. This is a new business case. Case CE09110420, the inspector is Gerry Smilen, the address is 2305 Northwest 6th place, the owner is the estate of Clifford L. Stroman.

We have service by posting on the property 4/9/10 we've advertised in the Daily Business Review 4/30/10 and 05/07/10. Certified mail as noted in the agenda.

MS. WALD: Ginger Wald, Assistant City Attorney. I have a note in my file that I would promise to read in. We have sent notices to everybody we could find. This is a very, very, very, very old and estate case. Probate was never opened, it went pursuant to intestate. Most of the people that inherited via intestate are also deceased.

We have been informed by one person who actually works for the City that she was not an heir of her mother's estate

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and therefore it didn't go to her. She believes that the only person that is an heir that is still living is a gentleman by the name of Benjamin Franklin Stroman and my understanding is that notice did go to him. And I believe we can move forward with this case based upon the notice that was provided to everyone we could find.

CHAIR SCHERER: Okay.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector for the City of Fort Lauderdale, presenting case CE09110420 - is this on? Okay.

CHAIR SCHERER: Yes.

INSPECTOR SMILEN: 0420 at 2305 Northwest 6th Place. I first inspected this property on September 29th of '09 and at that time the following violations were cited. And I'd like to enter into the evidence the Notice of Violation as exhibit one which details all of the Florida Building Code violations as well as the remedial action required.

Notice of Violation was sent out on April 8th of 2010. I posted the NOV at the property on April 9th of 2010. I'd like to enter into evidence the following pictures of the property.

[Inspector Smilen displayed photos of the property.]

As you can see the carport in the front is very deteriorated; the structural beams have rotted out with overexposure to the elements. You can see underneath there, there's the roof decking and the beams, you can notice towards

the house there, there's a beam that is just completely sagging and being stressed from being overstressed of its deteriorated, rotted condition.

Over here we're showing - I don't know if you can see it so much in the door there, but that door is open, you can walk right through where those jalousie windowpanes were supposed to be. Here is more areas of the roof where you see daylight coming in through the roof decking. More areas there with water stains. There's an area there that was broken out and open to the public.

This is inside the house. You can see daylight right through the roof there. This is deterioration from constant rainwater coming in through the roof and just coming down on the walls and just completely rotting out the whole interior. This is more of daylight coming in on the inside. There's areas all over the roof that are just, you can, they're like skylights all through there.

That's more of the area in the back. This is the side, if you notice towards the back there, there's, that whole overhang is ready to fall down. This is some sort of a shed, makeshift shed that was there; that's ready to fall down on its own as well. And more areas, I'll show you another picture coming up - there it is right there - where the whole overhang is just coming apart there from over exposure to the elements.

This is inside, you'll see just areas completely open to the elements. That's the inside roof area. This is a room in the back of the house right there with combustible material. I'd like to, the City is asking the Board to find for the City and grant an order to demolish the property in the absence of a demo permit or building permit for repair by the owner in the next 30 days.

CHAIR SCHERER: No respondent today?

MS. HALE: No.

CHAIR SCHERER: Any motion? Or any discussion?

MS. HALE: Sure, I'll motion. 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.

CHAIR SCHERER: Is there a second?

MR. WEYMOUTH and MR. JARRETT: I'll second.

MR. WEYMOUTH: Sorry Thornie.

CHAIR SCHERER: There's a motion and a second. Any discussion? Hearing none, all those in favor say aye.

BOARD MEMBERS: Aye.

CHAIR SCHERER: Motion passes unanimous.

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Board Discussion/ For the Good of the City

MS. PARIS: We have two more items to go over very quickly. In each of your packets you received information about the volunteer movement that's going on here in the City being chaired by Genia Ellis, who sits on the Code Board. Apparently your hours here on the Code Board do comply with the requirements for this volunteer. So you've been given information how to go to the website. There's an online form that you can fill out. If you have any questions there's information in that packet.

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Communications to the City Commission

MS. PARIS: The last item that we need to go over, is there any communication to the City Commission? Any other business?

MR. JARRETT: Can I ask you a question?

MS. PARIS: Yes sir.

MR. JARRETT: About this?

MR. HOLLAND: Yes.

MR. JARRETT: Is this the one that is geared towards neighborhoods?

MS. HALE: No.

MS. PARIS: No, this is a Citywide 100,000-hour -

MS. WALD: Mayor's -

MS. PARIS: - volunteer-

MR. JARRETT: Oh.

MS. HALE: The thing is out there in the lobby, the thermometer.

MS. PARIS: Right.

MR. JARRETT: Okay.

MS. PARIS: There was a big banner in here, they took that down.

MS. HALE: Oh, okay, because it's for everybody -

MS. PARIS: Yes, that's correct.

MS. HALE: - whatever your committees you're on or boards. You can count those hours.

MS. PARIS: That's correct, yes.

MR. HOLLAND: Yes, Dee, and like to make an administrative request.

MS. PARIS: Sure.

MR. HOLLAND: It might be easier if perhaps staff can maybe look at the old minutes and compile the hours based on how long the meetings actually were and who was there or -

[laughter]

MS. WALD: Is he serious?

MS. HALE: Yes.

MR. MCKELLIGETT: The problem with that is, everyone has to go on individually; we couldn't do it for you.

MR. HOLLAND: Oh, I know, but it would be nice to know what the number is.

MR. MCKELLIGETT: Well, we started at three o'clock.

[Inaudible]

MS. HALE: It's only the last two months, am I right?

MR. MCKELLIGETT: That's correct.

MR. HOLLAND: Hold it - it's only two months, okay.

MS. HALE: Last month and this month.

MR. HOLLAND: I'm sorry, I can handle that.

MS. HALE: I think you can do that. I threw my calculator away years ago.

MR. JARRETT: And Joe, you can put travel time down too.

MR. HOLLAND: Oh, I usually do.

MS. HALE: He wants the mileage.

MS. PARIS: [Inaudible]

MR. HOLLAND: Yes, not on volunteer work, that is.

MS. PARIS: Anything else? Do we have a motion for adjournment?

MR. BARRANCO: Motion to adjourn.

CHAIR SCHERER: So moved.

MS. PARIS: Thank you.

[Meeting concluded at 4:28 pm.]

See P-1

BOARD CLERK

[Signature]

John Phillips, VICE CHAIR


Minutes prepared by: J. Oppert, Prototype Services

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held May 20, 2010, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

17 Dated at Ft. Lauderdale, Broward County, Florida, this day of June, 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 17 day of JUNE, 2010.



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: