

CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
THURSDAY, AUGUST 21, 2008 AT 3:00 P.M.
CITY COMMISSION MEETING ROOM
CITY HALL

Board Member	Attendance	Cumulative Attendance 10/07 through 9/08	
		Present	Absent
Patrick Kerney, Chair	A	8	3
John Scherer, Vice Chair	P	8	3
John Barranco	P	7	0
Olivia Charlton	A	7	3
Pat Hale	P	10	1
Hector Heguaburo	P	7	4
Joe Holland	P	9	2
Thornie Jarrett	P	10	1
John Phillips	A	4	3

City Staff

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

Guests

CE08020243: Diana Centorino, Attorney; Katherine Dely, Attorney
 CE08030370: August Pujols, Engineer; Kathy Pujols, Engineer; Raymond Nyhuis, owner's representative

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<u>Case</u>	<u>Respondent</u>	<u>Page</u>
1. CE08020243	Tansy Avant Estste	<u>3</u>
Address:	628 NW 22 Road	
Disposition:	30-day extension. Condition: contact a design professional to guide the process and render an opinion. Board approved 5 - 1 with Mr. Barranco opposed.	
2. CE08030370	Arch James & Kay Oliver	<u>23</u>
Address:	651 N Andrews Avenue	
Disposition:	30 days, respondent to return with a detailed scope of work from a structural engineer, a contract with a general contractor, that the air-conditioning unit either be shored up or removed by the general contractor, that work necessary for the engineer to perform inspection be done by the general contractor, that the building be hurricane secure. Board approved 6-0.	
3. CE07021135	Gregory Miller	<u>53</u>
Address:	448 NW 21 Avenue	
Disposition:	30 days to demolish the property or the City will demolish. Board approved 6-0.	
4. CE07121276	Lasalle Bank National Association et al	<u>59</u>
Address:	1623 NW 6 Place	
Disposition:	30 days to demolish the property or the City will demolish. Board approved 6-0.	
5. CE08061438	Glenn Wright Construction	<u>63</u>
Address:	1637 NE 18 Avenue	
Disposition:	30 days to demolish the property or the City will demolish. Board approved 6-0.	
6. CE08061885	Countrywide Home Loans	<u>73</u>
Address:	436 NE 16 Avenue	
Disposition:	30 days to demolish the property or the City will demolish. Board approved 6-0.	

The regular meeting of the Unsafe Structures Board convened at 3:03 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Approval of meeting minutes

Motion made by Ms. Hale, seconded by Mr. Holland, to approve the minutes of the Board's July 2008 meeting. Board unanimously approved.

Board members introduced themselves in turn.

All individuals giving testimony before the Board were sworn in.

1. Case: CE08020243

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Tansy Avant Estate

628 NW 22 Road

MS. PARIS: Our first case is an old business case on page one at the bottom. Case number CE08020243. Inspector Gerry Smilen. The case address is 628 Northwest 22nd Road. The owner is Tansy Avant Estate.

We have service by posting on the property 6/25/08 and advertising in the Broward Daily Business Review 8/1/08 and 8/8/08. We have certified mail to the estate of Tansy Avant, "Deceased, returned, gone, no forward." Certified mail to the

Law office of Katherine S. Dely, P.A. signed by Katherine S. Dely 7/1/08. Certified mail to Mary Russ, Personal Representative of the Estate of Tansy Avant, deceased, signed by David Milligan. Certified mail to Diana Waterouse Centorino Esquire, signature illegible 6/28/08.

This case was first heard at the 5/15/08 USB hearing. At that time the Board granted a 30-day extension to 6/19 with the stipulation that the property is boarded up, the property must be secured and the roof must be repaired. At the 6/19/08 USB hearing, the Board granted a 60-day extension to 8/21/08 to obtain the permit. In addition, the property is to remain boarded and secured. All violations are as noted in the agenda.

MS. DELY: Hi, yes, I'm Katherine Dely, the attorney for the Estate of Tansy Avant.

MS. CENTORINO: Diana Centorino, I represent some of the other beneficiaries of the estate.

MS. DELY: Okay, we don't have the permit with us today, but we do have the permit application. As you know, the estate didn't have very many funds, basically nothing. So we had to sell one of the properties in order to pay for the renovations and to get everything up to code per our conversation here on the last hearings.

So we just did get the permit application, which is going to be filed tomorrow. I actually just met the construction

guy out front who gave this to me and said that it is going to be filed tomorrow. We have retained him and paid a 30% deposit, and so that's where we are.

MR. SCHERER: Okay, what are you, what is the permit for?

MS. DELY: The permit, we're getting a whole new roof on the structure and then after the roof is secured, then we're going to try to go in and just get the walls up and just put a light in there, the minimum of what we need to do there so we can put it on the market and make it safe.

MR. SCHERER: Is there anybody from the City that-

MR. HOLLAND: Yes.

MR. SCHERER: - maybe we could see what the status of the property is?

INSPECTOR SMILEN: Gerry Smilen, City of Fort Lauderdale Building Inspector, good afternoon Board. I drove by the property today; the property is boarded up and secured however, they did put a, from the last meeting, I believe we discussed how they put some sort of a roof coating or something on top of the roof to try to stop the leakage and more damage to the roof.

However, I did go by there today, I looked in the front window. The inside of the building is still soaking wet. The City is concerned, the City's concerns really are, number one: is this building going to be made to be up to the current standards of what we have today as far as the building code?

One concern, number one is funds; are the funds there to make this happen? It's been, what is this, the second time we've been round with this, with this right here? Basically, we still don't have and I haven't seen plans. We have an application for a permit, and that's pretty much it.

So in our opinion, or the City's opinion, I haven't seen a lot of progress except securing the building, which we noted last time. So the City is very concerned at this point, and I don't see enough progress to warrant any more extensions unless some sort of financial wherewithal, plans or something of great progress can be shown.

MS. DELY: I believe that on the first hearing that we came to, there were plans that we had, so we do have plans for the buildout of the inside. We haven't retained someone to do the inside buildout, but we have retained a roofer, we're getting a whole new roof. It obviously has to pass inspection and pass code. So that, we have retained a roofer, already paid him 30% and he is getting the permit. Unfortunately with everything -

MR. SCHERER: Do you have a contract?

MS. DELY: I don't have the contract with me. He's outside, I could get him to come in here if you wanted to.

MS. HALE: You had the funds to pay him the total?

MS. DELY: Yes, the total amount. Yes we do.

MS. HALE: And that came from the sale of the other

property?

MS. DELY: And that came from the sale of the other property. And that's, during this period we had to sell the other property in order to have enough funds for everything. So we have held funds aside.

And the reason why the roof had to be opened a little bit is there's a beehive. So that's going to be like another \$600 to get that removed. But it's a rather large beehive, and apparently in order to let the bees escape, it's in the wall and everything, they had to open it up a little so that the bees were able to get out because we couldn't even get anyone to go in there to look at the property and give us their, what the work was going to cost and everything, to have everything done.

MS. HALE: And the gentleman who's standing outside is licensed and permitted?

MS. DELY: Yes, licensed and, let's see. Here's his, It's J. Doone Incorporated, here's -

MS. HALE: Just stick it on there so that everyone can see, maybe.

[Ms. Dely displayed the roofer's contract on the Elmo]

MS. DELY: That's the license number on there. X.J. Doone Inc. We had another potential, the first contract that we had with us that we brought last hearing, they were, this company ended up being quite a bit cheaper, and so, but they

can still do everything. We had to put a lot of bids out in order to get a price that we could work with with the funds we have. And this we're able to pay in full and still have a little bit left over.

MR. SCHERER: Go ahead Gerry. Gerry -

INSPECTOR SMILEN: My, again, the City's concerns here are I don't see any, first of all, this roofer here is a roofer; he's a certified roofer. I don't see a general contractor involved in this and there are a lot of structural repairs and replacement that have to be performed on this building.

The other thing that I'm concerned about too is I don't see an engineer or an architect in this -

MR. SCHERER: That's what I was -

INSPECTOR SMILEN: - and we can fill out applications all day long, Board, but it's not going to get the job done without an engineer or an architect to help with the structural repairs.

MR. HOLLAND: Yes, I share Gerry's concern with the lack of addressing the secure the property. We just were fortunate to go through a mild storm, it could have been a very bad hurricane and the structure could have been a danger to others. And we don't see movement on that portion. It seems rather piecemeal to me, and -

MR. SCHERER: What did he give you a contract to do?

MS. DELY: To basically do the roof; that's all that we're first doing in order to secure the roof. We can't even do anything on the inside until the roof, until the actual structure is secure. So it's -

MR. SCHERER: You can't start the roof until you fix the bones of the building. And you can't do that until you have the architect and the structural engineer on board to submit plans to the City for a permit. And then you can do the roof after you fix the rafters and the tails and the roof decking and the canopy and the fascia boards and - Just an observation here, I don't know how the rest of the Board feels or any other questions.

MR. JARRETT: I have a question.

MS. DELY: Sure.

MR. JARRETT: I actually, I have a question for a City inspector. I understand that putting on the roof and trying to dry in the building and then move on with other work, but my question is exactly what's been brought up, but there hasn't been that question.

Is in fact, the roof joists, are they going to have to be inspected or are they in bad shape, are they water damaged? Is the City, in fact, going to give them a roofing permit without some kind of structural plan?

INSPECTOR SMILEN: I don't believe so.

MR. JARRETT: Okay, can -

INSPECTOR SMILEN: You could get a re-roofing permit possibly. But as far as repairing any of the structural members of the roof from the decay and lack of maintenance over the years, those all have to be addressed first, and that's what I thought we were going, we were going with the plans, an engineer, how to repair everything.

Because not only that, we have to also bring this up to the current standards of a high velocity hurricane zone, which we are in. So it's a whole 'nother ballgame.

MR. JARRETT: So, this address is in fact red flagged with all these violations and the Building Department is not going to just issue this roofing permit without structural plans, is that your opinion?

INSPECTOR SMILEN: That's my opinion, yes sir.

MR. JARRETT: Okay, so, so now I'd like to ask -

MR. SCHERER: So your roofing permit doesn't matter -

MS. DELY: Okay.

MR. SCHERER: - and the 30% deposit, I would try to get it back as quickly as possible and you need to get an architect and an engineer, depending on what happens with the Board today.

MS. DELY: Okay, because I know, I guess the City was going to go out there before they issue the permit and inspect the property to see if it would, at least that's what he told me, that the City, between eight and eleven tomorrow or

something like that, the City goes out there and looks at the property and, I don't know if that's a -

MS. CENTORINO: Let me just chime in here for a minute. I've been away on vacation and so I'm kind of getting caught up. I just got back last night from driving from Nebraska, so.

It was our understanding at the last hearing, though, we're trying to be in compliance here and we're really trying to go step by step. And it was our understanding that the property needed a new roof and we needed to maintain it being secured, which we have, and that it just needed to be basically gutted out on the inside because it's a commercial property. It's not a residential property.

And you may recall that this is the property where if the building is demolished, there's no way we're going to be able to sell this because it's basically been grandfathered in because it was there.

So it's really important to us, we're really trying to be in compliance and I know that Ms. Dely in my absence was trying to follow the instructions from the last hearing, so. I want to make sure that we're clear on what we have to be doing because I think she's been making every effort. But obviously we're not following you.

MR. SCHERER: You got a permit application signed today to be submitted, which is not even submitted. The last, what

I just read, at the 6/19 hearing, the Board granted a 60-day extension to 8/21 to obtain a permit.

MS. DELY: Yes, that is correct, but we did have to sell another piece of property in order to be able to have the funds to even get to this point, which we did. So we do have funds to continue. And our understanding was just exactly what Diana said at the last hearing, that we had to get a permit and start with the roof and get everything secure, keep it secure, and do the bare minimum on the inside since it is a commercial building and just keep it safe while we're doing it, but that the first priority was to get the roof secured and the whole structure of the roof and everything.

So that's what we did, was get - and I tried to get it as quickly as I could, but like I said, we did have limited funds that we are working with, but now we do, since we sold the property, do have funds and we've moved forward with it and have retained a new roofer.

MR. HOLLAND: Couldn't these have been parallel tasks, acquiring the funds and also applying for the permit and getting some initial response from the City?

MS. DELY: Well, acquiring funds, we had to sell a piece of property in order to acquire -

MR. HOLLAND: I got that part.

MS. DELY: Okay.

MR. HOLLAND: That's a rather large sum, I trust, to be

able to actually do the roofing contract, but the application processes is something different. I guess customarily when you go for the permit, you have the contractor on board and they submit for it.

MS. DELY: Right.

MR. HOLLAND: So they're, it's usually standard that way and you can't get the permit separate.

MR. SCHERER: You need the set of plans before you submit for a permit.

MS. DELY: And we have some plans.

MR. HOLLAND: Even on a re-roof?

MR. SCHERER: Well, it's not a re-roof that they need to worry about; it's the structure.

MR. HOLLAND: Right.

MR. JARRETT: Can I ask a question of City staff, City inspector? Can you enlighten us on what they just told us about the roof, the review of the roof application? Would someone actually field inspect the structure of the roof? I never heard of anything like that, I don't know.

INSPECTOR SMILEN: I believe you could probably request that. It's not a common practice. But, if we just go back a little bit, the last meeting that we had, we were looking to secure the building and do something to help prevent more decay and erosion from the elements, and that was accomplished last month. We have nothing from here on. That to me, is I

think the point that's being missed here, and, you know.

MR. SCHERER: I think Wayne, Wayne do you have anything to add here?

MS. HALE: Wayne wants to say something.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. No, the Building Department doesn't make any inspections until after a permit is issued. And in this case, we need someone with a builder's/contractor's license or a general contractor's license to make the structural repairs and all of the repairs inside the building, including the plumbing repairs, anything that would bring this building back - a total rehab - anything that would bring it back into usable condition.

And it is important to seal the roof. I think the Board, what they were trying the last time when they mentioned sealing the roof was to try to contain the damage, and it did not mean that you were authorizing some work done without permits. There have been some rafters scabbed on, some structural repairs made without permits, and the building code says that anything done without a permit is presumed and deemed to be unsafe, so we're not any further ahead.

But we do have to have a full set of plans that deal with everything. And then the roofing contractor can get a sub permit to put the actual roof covering on after we've resolved these structural and rehab issues.

MS. CENTORINO: Candidly, I'm still confused on this rehab issue. It was my understanding that if we basically gutted out the interior and we had walls standing, that that was adequate. I thought last time when we addressed this I got the impression that we didn't have to redo all the electric, we didn't have to redo plumbing because it was a commercial property.

So, I wasn't here working on this but I confess I am now confused. I don't want to be, I don't want to, we're not trying to do the wrong thing, but I'm at a loss.

MR. HOLLAND: I think the simplification of the conditions left a really broad term about the repair of the roof included all the prerequisites that go with it, and I think we can check, but there was probably a lot of testimony about the thoroughness of this need.

And it's unfortunate that you don't have the skills to do, or to talk the technical or the contracting aspects of it, but I think most of the people in here are used to the product and that there is these inferences to the prerequisites associating with throwing a new roof up there.

And it sounds to me like it was made clear that it's not just a re-roof to keep the water out, but it was re-roof to deal with the structural issues and all things associated with keeping that roof membrane in place, and it sounds like there's considerable structural damage to the roof and trusses

if I'm not mistaken.

So unfortunately, just going for the roof with the bad truss situation is dealing, is just trying to do something on the funding end and then the legal end, but not having the engineers, architects and contractors involved to advise on these issues.

MS. HALE: I think that he made a very good comment in that we all know, but you're an attorney and you've probably never dealt with a building like this and you have no idea.

MS. CENTORINO: It's true.

MS. HALE: And right here it says you granted a 60-day extension to 2/18 to obtain a permit. Permit for what? you got a, you've got your application for a permit.

MS. CENTORINO: Thank you.

MS. HALE: I think that there is miscommunication because I think sometimes we sit up here and we deal so often with this same topic over and over and over again that we don't make it very clear to the individuals who come here who have no idea really what they should do first, and it seemed logical to you to go get a roofing permit -

MS. CENTORINO: Correct.

MS. HALE: - so the rain wouldn't come in. But that's not quite the order you should do it in. And we know it but I'm not sure we conveyed that thought to you, that that was what you should be doing.

MS. CENTORINO: Well, thank you, because that's entirely true and were I in town, and I am obviously now, I'm more than happy to sit down with somebody in the City and get this mapped out. I'm not trying to make you all show up and hear this -

MR. SCHERER: How much was the quote for, for the re-roof just -

MS. CENTORINO: Forty-eight hundred, right?

MS. DELY: Forty-eight hundred.

MR. SCHERER: Forty-eight hundred dollars.

MS. CENTORINO: Right.

MR. SCHERER: And how many square feet is this, how big is this house?

MS. CENTORINO: Pretty small.

MS. DELY: Yes, it's small.

MS. CENTORINO: It was a beauty parlor.

MR. SCHERER: Do we have pictures of this, Olivia?

MR. BARRANCO: I have a question. When is the last time it was occupied by the beauty parlor?

MS. CENTORINO: Do you remember when it was last occupied?

MS. DELY: Let's see, five years?

MS. CENTORINO: Maybe five years ago. I'm really guessing, but it's a guesstimate.

MR. BARRANCO: I'm just having a side discussion here on

this issue. The other thing you're going to be faced with, and I realize you're are trying to salvage the building because you feel it has some worth as a commercial structure you are grandfathered in.

MS. CENTORINO: And without it I don't know what we're going to do.

MS. DELY: I really don't think we could sell it.

MS. CENTORINO: We're just, without.

MR. BARRANCO: When you go for an occupational license, it's the job of the City of Fort Lauderdale to see when there was a license pulled on that previously. And if you're grandfathered in, there's a time limit on that and the building has to have been occupied within a year of that new occupational license being issued.

If not, you lose all of those grandfatherings. So you might be spending all this money on the re-roofing for no reason, because once you get to the Planning and Zoning Department over there and they review it, they're going to say well, you have to bring this building 100% into compliance; you've lost your grandfathering and you're no longer a - what do they call it - an existing nonconforming structure.

MS. CENTORINO: Well, what would you do this with this building? Here we have clients who are expecting us to do something with this property. We, if we just let it be demolished, it's going to be, I guess, a vacant lot in the

City, worthless to our clients.

We have a fiduciary duty to the clients, we only have so much money, we did sell the other property. We've tried to be in compliance by getting the roof repaired, or replaced. What would you do? That's the practical question here.

MR. BARRANCO: You may want to stop spending money on it, and they may want to stop spending money, I'm sure you guys don't do this out of the -

MR. HOLLAND: On legal fees.

MR. BARRANCO: - kindness of your heart.

MS. CENTORINO: Well, that's what I'm asking.

MR. BARRANCO: And they may want to consider [inaudible]

MR. SCHERER: This isn't really for us to worry about, it's -

MR. HOLLAND: No, it's not our job.

MR. SCHERER: Let's go with the issue that, let's figure out whether it's unsafe structure or it isn't.

MR. HOLLAND: It sounds to me like we have an ongoing financial hardship. Short of looking at a budget sheet on the sale of this other property, which I don't know what kind of evidence we have of that other than what they're saying under oath.

It sounds like it's going to be a, it is a financial hardship, and they don't have the wherewithal necessarily to get the players involved and I don't think speaking through

counsel is necessarily the way to do it. I think this is going to keep coming back and perpetuating.

MR. SCHERER: I mean, just the pictures alone, you've got a lot more than forty-eight hundred dollars worth of damage to that building. And whether or not it exceeds the 50% of the value of the property and it's even worth it, I don't know. But it's still an unsafe structure. It was unsafe in February. It's now August, we're in the height of hurricane season.

MR. JARRETT: Can I make a comment?

MR. SCHERER: Sure.

MR. JARRETT: First of all, I think that the key word that you all need to understand about a commercial building, I think that the City officials will tell you, is that you need the envelope sound. The envelope is not just the roof. It's also the walls; it's the windows; it's the doors.

And yes, you don't have to have all the interior finished out, it could be one big empty room, but the outside of the building, and just as was just pointed out, you've got a tremendous amount of money just to seal the envelope.

I think the mistake has been here is that you didn't have a design professional to answer all those questions and to guide you through the process. You don't need necessarily an architect, because you're not redesigning the building but you do need some design professional like an architect or an

engineer. And I think that that's where the mistake is been here. And as has been commented by other Board members, it looks like that you tried to conform but you are not going down the right road, because it's a whole different profession to deal with that.

MS. CENTORINO: Well, we did, we did have plans which we brought with us to the first hearing that we came to.

MR. JARRETT: But did they address the actual issue of the damage or were they just sort of a remodel that had been drawn up beforehand that the plans just happened to be readily available to bring in to us? It didn't really address the problems with the building, correct?

MS. CENTORINO: Yes, it may not have addressed all the, yes it was more about what they were going to do with the building.

MR. JARRETT: Yes, and you see, and you needed a set of plans addressing the structural integrity of the building. Perhaps an engineer'd be better for you to go to that an architect.

You know, because there might have been miscommunications here I'm inclined to like, to make a motion to give them a 30-day extension to go right away and get an engineer to go look at the building to advise you what to do, because the points that have been brought up here in this Board, we're giving our opinions, but you need a design professional -

MS. CENTORINO: To tell us what.

MR. JARRETT: To tell you these questions. Is the grandfathering out the window?

MS. CENTORINO: Yes.

MR. JARRETT: Is the building worth saving? I think that's what you need to do and I don't think we can make that much of a -

MR. SCHERER: Would you like to make a motion?

MR. JARRETT: I'd like to meet a motion that we give them a 30-day extension to the September 18th meeting, is that correct?

MS. HALE: Yes.

MR. JARRETT: And if they, the conditions are that you do contact a design professional to guide you through this process and to go survey the building and give you, render you an opinion, so that either A) you come back to us next in 30 days with that design professional in tow, with a plan of action what you're going to do, or you may not show up next meeting and leave it up to us to just demolish the building. You may be at that point. But don't wait until the day of the hearing to do this.

MS. DELY: Yes, exactly. What are the costs of -

MR. SCHERER: Hang on a second. I have a motion, is there a second on the motion?

MS. DELY: Sorry.

MS. HALE: I'll second it.

MR. SCHERER: Okay, any discussion? Go ahead.

MS. DELY: Nothing, never mind.

MR. SCHERER: So, I have a motion and a second, no discussion. All those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All those opposed?

MR. BARRANCO: No.

MR. SCHERER: Motion passes; you have 30 days.

MS. DELY: Thank you so much.

2. Case: CE08030370

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Arch James III & Kay Oliver

651 N Andrews Avenue

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

We have service by posting on 8/12/08 and advertised in the Broward Daily Business Review 8/1/08 and 8/8/08.

We have certified mail to James Oliver Arch III, signed by Mary McDonnell 8/4/08. Certified mail to Kay C. Oliver signed by Mary McDonnell 8/4/08. Certified mail to Theodore H. Fulton Jr. returned unknown. Certified mail to Stephen J. Simmons, Esquire, forwarding expired. Certified mail to John

Jones Plumbing, signature illegible, 8/5/08. Certified mail to John Jones, registered agent for John Jones Plumbing, signature illegible 8/5/08. Certified mail to Raymond Nyhuis, no response.

This case was first heard at the 5/15/08 USB hearing. At that time the Board granted a 30-day extension to the 6/19 hearing with the stipulation that the property must be boarded up and secured, the water must be turned off, the City inspector must verify that the board up is done correctly, the respondent must return with an engineer's report and the respondent must return with proof from the property owner authorizing him to act on his behalf.

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

MR. SCHERER: Okay. Do we have the respondent? Alright.

MR. NYHUIS: Did we all have a nice lunch?

MS. HALE: Yes.

MS. PARIS: State your name please.

MR. NYHUIS: Raymond Nyhuis. Okay, through the whole proceedings, I've come to you every time that you asked for something and I did everything that I was required to do. I've done that up until now, but at this point, I hit a roadblock and I cannot give you one of the things you asked for.

MS. HALE: Which one?

MR. NYHUIS: I cannot give you a letter from the engineer clearing the building as of yet.

MS. HALE: Has he looked at it the second time around?

MR. NYHUIS: The second inspection was done, that was one I was given the extension for.

MS. HALE: Yes.

MR. NYHUIS: There was a third inspection due, the third inspection was not due; the engineer quit on Monday. He abandoned the job on Monday.

MR. SCHERER: Why did he quit?

MR. NYHUIS: Because I made a demand of him to complete his work and get the letter that was requested and he did not agree with I and Jame Oliver's recommendation to do so. And he said if we didn't want to do more things that he required, then we were to, he was not going to handle the case and he would leave. And he did on Monday.

He required us to do some things that were not required per his second inspection. Everything that was said to do on his second inspection was completed: to shore up, to remove

the materials that were blocking him and to shore up a small area where the wood seemed to be a little bit burned.

Okay, I did that, I called him. That was five days after, five days after that, it was supposed to be done, okay. It was complete. He had two and a half weeks to get there to do the inspection and make a report either way, one way or the other.

He could not make the first appointment. We called the next day for the Tuesday, it was supposed to be on a Monday, he didn't make it on Tuesday. Then I called and I said, well if you can't make it on Tuesday we'll have to do it Monday or Tuesday the next week. He said fine, no problem.

Didn't arrive on that one, didn't arrive on that one. The following Monday I made a demand to him that he had to come over and give me a letter of some kind, period, no matter what the letter was, he had to do the inspection and give me the letter. And then at that point he required me to hire a general contractor recommended by him and to go to a place called Dixie Clamp and Scaffold and rent a bunch of equipment that he never mentioned in the first place -

MR. SCHERER: Shoring, shoring, shoring, that's what he wanted you to do right?

MR. NYHUIS: Yes, okay, yes.

MR. SCHERER: I remember.

MR. NYHUIS: And to also remove the entire roof deck,

which was not the topic of discussion. The roof deck is what we were trying to expose to show that the roof was okay. He wanted me to rip that out. Have a general contractor pull a permit and rip up what we were trying to get to to inspect.

MR. SCHERER: Is your architect here?

MR. NYHUIS: He no longer works for me. You can ask him anything you want. I had the three inspectors down there; I had Gerry Smilen and who else did I have? And they were all-

MR. SCHERER: Yes, Gerry -

MR. HOLLAND: Let's finish, I have a question for the respondent.

MR. SCHERER: We want to get an update from the City first?

MS. HALE: Yes.

MR. HOLLAND: It doesn't matter. I'll wait.

MR. SCHERER: Yes, why don't we, let's get an update from Gerry.

INSPECTOR SMILEN: Gerry Smilen, City Building Inspector, Fort Lauderdale. I did meet with Mr. Nyhuis over at the property. Everything in the fire-damaged area was clear, where you could see what was going on. And it seemed like he shored up one area and it seemed like, it looked like it could have been clear for an inspection.

However, after I had left the property I went back to my office and I was contacted by Mr. Pujols, who is the engineer,

and he came by the Building Department later and he gave me some other information that I'd like to share with the Board if that would be okay.

MR. SCHERER: Sure.

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

INSPECTOR SMILEN: Okay, when you look at this picture here, there's actually two roof systems on this building. Right here is obviously what's protecting the roof area here. And you'll notice this is all open; this is the rear of the building here. When you get to this area here, below the opening, is actually the original roof of the building. So there's actually two roofs here. Now, you probably think to yourself, this looks kind of corny, to have this on top of this why, why is this open? I never understood it until now.

[Mr. Pujols handed Inspector Smilen another photo of the property]

INSPECTOR SMILEN: Okay, same thing, I have that picture. Okay, so this is, this is what it looks like when you look on the opening in the back here. You can see the original structure of the building here with the flat roof here, thank you, and this roof has been put, framed and completely on top of the old structure.

If you look over here, this is an A/C unit that has, probably some considerable weight to it, and this is on top of

the decking that we were looking at from the inside. And according to Mr. Pujols, his main concern is whether the area will carry this weight of this unit or not.

And that's what he is deeming unsafe about this at this time, and according to Mr. Pujols, he had requested that this area be shored up, and it is not shored up underneath this A/C unit. So this is a problem right here.

MR. NYHUIS: Can I respond to each thing?

MR. HOLLAND: Question, is that temporary shoring to allow further inspection or permanent remedial shoring or -

INSPECTOR SMILEN: Well, it would be temporary at this point just to make sure it doesn't fall on somebody's head. Of course, the remedy, if this building will be rehabbed, would be of course to provide some sort of a permanent bracing on there.

MR. NYHUIS: Also, in response to that, remember you told me not to do -

MR. SCHERER: Here you go.

MR. NYHUIS: Oh, we got into it, and you said you'd better be careful what you do and everything last week?

MR. HOLLAND: No, I don't remember, for the record.

MR. NYHUIS: I mean, the last meeting, okay. If this air conditioner was to be removed, if I did all this other work and all it was to do is to take one little air-conditioner off of the roof to solve this, why could he not have made me

informed of that prior to this meeting as he is doing now to cover up for the fact that it hasn't been done in the first place?

I should have known that that air conditioner came off. It is not a big job to take a stupid little condenser off of a roof. I should have known these things. He has not kept me informed on what I'm exactly supposed to do. Every letter that's been sent to me has been sent with vague descriptions of what to do.

MR. HOLLAND: Okay, do you have a direct, personally, a direct contract with this engineer?

MR. NYHUIS: He's no longer employed by me.

MR. HOLLAND: I mean, you did? You were contracting directly or through the owner?

MR. NYHUIS: We did basically everything word-of-mouth back-and-forth. I said, will you do this for me, he said yes and -

MR. HOLLAND: No contract, then.

MR. NYHUIS: No contract.

MR. HOLLAND: And if there was a contract, would the owner be signatory to that, or you?

MR. NYHUIS: He would sign also.

MR. HOLLAND: Oh, also.

MR. SCHERER: Is this your engineer behind us?

MR. NYHUIS: No, he's no longer employed by me.

MR. SCHERER: Is this the engineer who wrote this report and wrote the three letters that we've seen before.

MR. NYHUIS: Yes.

MR. SCHERER: Maybe you can come up and clarify a little bit of this.

MR. NYHUIS: Okay, can I ask one favor please? This is to decide, I have a new engineer and a new architect that I employed yesterday. Okay, the man took a look at it and he says he can handle it and he can give you satisfaction.

I don't want to go into an arguing match or get into a battle with his company anymore. And to as far as who did what and so forth, it's fine. But the point is on my side I was not informed well enough to complete the tasks that needed to be completed to satisfy his inspection.

And he also did not show up to do his inspection. Therefore, there was no time to correct it even if it wasn't done correctly. I have tried and tried and tried. The inspectors were over there the other day, they saw my efforts, they know I'm not goofing around. I'm not trying to pull wool over anybody's eyes -

MR. SCHERER: Okay, we got it.

MR. NYHUIS: - or be beneficial to myself in any way other than to save my building. So, if you need to get advice from him just remember, I've only been informed of certain things -

MR. SCHERER: Well, you've presented, you've presented letters from this engineer.

MR. NYHUIS: Absolutely.

MR. SCHERER: The City is now presenting pictures from the engineer.

MR. NYHUIS: Absolutely.

MR. SCHERER: So we would like to hear from the engineer.

MR. NYHUIS: Gotcha. I just want to get that clear that he has not informed me of these things, and now he's informing the City when his buns are on the hot seat, so to speak.

MR. SCHERER: Afternoon.

MR. PUJOLS: August Pujols, professional engineer, State of Florida. First of all, I'd like to commend the Board, and also I'd like to commend Mr. Ray Nyhuis trying to save this building. This is a historic building. If you demolish this building it will be just a green patch of grass.

We have known Mr. Ray Nyhuis for almost fifteen years. He's a hardworking person in this community. He's a good person. He's trying to do well. He's hard working. He used to do our landscaping in our house in Las Olas and that's how we get to know him. He did a nice job as a landscaper. Now he's a manager with Boston Market and he seems to be a good handyman.

But I think this case goes beyond being a good handyman and a technical professional in construction. You need to

have a new building, or actually an old building being renovated to be capable of support new requirements of wind, and situations that you have already existing in this condition.

We inspected this property in June, and we submitted a letter to that effect and also gave copy of those reports to the City; Mr. Smiley is aware of it. Our recommendation was to obtain a demolition permit, which only, in a commercial property, only certified general contractors can do that or anybody that has a license in the state of Florida.

A permit to remove the structural wood frame damaged interior areas that have more than quarter-inch thick damage and especially caution must be taken to shore up the roof before anything is being removed. That's my first letter to this Board.

And my concern was after you saw this, this picture was taken in my first visit to the site and I noticed depression on this roof structure in the area where you have the package unit, which could be more, between 800 to 1,000 pounds. That roof is undermined. And I could show you a picture that you have in this, where some of the wood frame structure, especially some trusses, are broken and damaged.

We, on our second inspection, requested the same items to Mr. Nyhuis, which is the representative of the owner, we requested to shore up the roof deck, remove all the wood

damage and require another inspection. On Thursday, August 7, we have records in our office, he, Mr. Nyhuis called the office to have an invoice faxed to the building owner in Utah.

At that time my wife, which is here and she could be part of the deposition, she's an engineer also, asked if he was ready for the final inspection, third inspection in this case. He said no. She reminded him that he needed to complete it before the next meeting of the Unsafe Structure Board. We're talking about August 7.

Sunday, this Sunday, August 17, he left a message on our phone that he was ready for the inspection on Monday or Tuesday. Monday morning my wife spoke with him and suggested that the inspection should happen early that morning because of the bad weather. He said that he was not finished and everything was closed because of the weather, the hurricane.

The property owner called Tuesday and wanted information about the extent of the damage. It seems to me that at this point, there was a miscommunication between Mr. Nyhuis and the property owner, and after that Mr. Nyhuis called me after he got a call from the owner and he said - and that's his word - he did not think it was necessary to replace burned wood or broken wood trusses under the roof. He said that many people have looked into it and agreed that it was not necessary.

The fact that a package AC unit with approximately a thousand pounds is on top of that roof that is not shored up

and could fall in calls for a hard hat job. You need to have a general contractor that is capable of fixing what you have right now and save the building.

I commend you, the Board, for saving the building because this building probably was built in 1925, 1930. It's a beautiful building as you can see in the older picture that was shown to you earlier. The outside has been put a roof over the roof but if you see this area here, this is a beautiful, I would say, early Renaissance, Mediterranean Revival type of structure. And of course, during that period there was no need for air conditioning. And when they put the rooftop, they put a roof over the roof, which is what is faulty right now.

I already sent a letter to the Board through the Building Department, notifying that since we don't see the problem eye to eye in this case, I should be, leave the job because I can no longer agree with Mr. Nyhuis' way of doing work. I strongly recommend to the Board that first, he needs to hire somebody with a license to have a demolition permit first.

It's a commercial property. It's a hard hat type of a structure right now to repair. Anybody could walk into that and be crushed by this AC unit collapsing. Second, I recommend to the Board that a set of plans be prepared to do the repair because you need professionals to do construction work.

And last, I think I'd like to express my concern that anybody walking into that might be like a rat trap, because any time with a wind, with a storm, that unit could fall, because we don't know the extent of the damage because of the trusses that are broken and partly burned out, undermined by the fire.

And also, I'd like the Board to be able to consider that the owner of the property should be able to show good faith and financial responsibility to proceed with the repair, because that's what he needs to show, not persons with good intentions, handyman, but a professional to do the work.

And I removed myself from this case because I'm also a member of Unsafe Structure Board in the City of Hollywood, and I have credibility with all the inspectors that you see sitting down there, and I'm involved in another unsafe structure projects and my credibility is what I, worth to me the most. And that's why I'm removing myself.

And he's free to look for a professional within a timeframe set up by the Board. Get a professional builder to do within the timeframe of the Board, but save the building. It's a good building, and I commend you for saving this building, and I commend him for putting the effort, trying to save the building although we don't see each other within the same eye to eye with the same ideas. And if you have any questions I'll be glad to answer.

MR. HOLLAND: I don't know if it's appropriate to ask, but did you have financial difficulties or did you close out, I mean, was it over money or just [inaudible]

MR. PUJOLS: No, no, no, it's just, at this moment, Ray Nyhuis has been a friend of our family -

MR. HOLLAND: Yes, I know.

MR. PUJOLS: - and we've been trying to help.

MR. HOLLAND: I understand all the other -

MR. PUJOLS: I love historic buildings.

MR. HOLLAND: Right. I understand.

MR. PUJOLS: I live in a 1925 House, and I enjoy the historic preservation

MR. SCHERER: Well, thank you for your, thank you for your testimony.

MR. PUJOLS: But money is not the issue in this case. I think it's just we don't see the solution of the problem eye to eye.

MR. HOLLAND: We commend everybody.

MR. SCHERER: You brought clarity to a lot of your letters which have been the topic of discussion for the past two meetings here.

MR. HOLLAND: Right.

MR. SCHERER: One particular item which I particularly remember discussing is the shoring issue. And we asked about the shoring repeatedly because you stated it needs to be

shored up in two letters. I think you said it in both -

MR. PUJOLS: Yes, two letters.

MR. SCHERER: Two letters. And obtaining a demolition permit. That was our concern, and now we have a structural engineer on record saying that an air-conditioning unit could fall through the roof of the building and someone needs to go in there and do the repairs, which is the concern. Now, Mr. Nyhuis -

MR. NYHUIS: [inaudible] that this is the first time you've heard -

MR. SCHERER: You can come up and, you can come and speak in the mike.

MR. NYHUIS: I just want you to know, this has never been a concern for the entire process. This air-conditioner have never once been mentioned in the entire process. Suddenly, when somebody's on the hot seat, the air-conditioner is the issue.

MR. SCHERER: It was the shoring, is the issue.

MR. NYHUIS: Yes, well, we never could see clearly of what need to be shored. I have poles, four by four poles under there and I have taken out everything that is burned for more than a quarter of an inch. There is no more, nothing burned under there it's -

MR. SCHERER: Unfortunately, you have a professional engineer who's also a member of an Unsafe Structure Board

disagreeing with you.

MR. NYHUIS: Okay.

MR. HOLLAND: Well, John, may I?

MR. SCHERER: So, go ahead.

MR. HOLLAND: As the engineer on the panel, with all due respect, I empathize with both of you. I think there has been a communication problem every step of the way. Having, being in the insurance side of the business also, after a fire there's a systematic approach to this.

And there was some unfortunate confusion between removing structural members a little early as prescribed in some writings as opposed to shoring things up and gaining access to look at what structural members needed to be removed because they are in excess of quarter inch of char.

So I empathize with Mr. Nyhuis on that. I think there has, it sounds to me like there's been an attempt to do the right thing, but I think everybody can see it's just a bad combination of chemistry here that's not making it work and I'm, I'd certainly support a motion or even propose a motion to extend probably 60 days, because I see a clear case of an inability of a relationship contract to function properly without getting into details.

MR. HEGUABURO: I second the motion.

MR. SCHERER: Well, why don't we put, is there a condition on the 60 days, is that -

MR. HOLLAND: Well, we can discuss that before, the motion. I didn't really mean to propose the motion yet. But in anticipation of, we definitely, need to look at past conditions. In the past, this Board has looked at applying all prior conditions where applicable without having to say so. We might want to mention that and any other conditions you want to talk about. We are in peak hurricane season and we have a hazard here.

MR. SCHERER: Just one comment. A structural engineer has recommended that a general contractor be brought on board, not someone who does not have a general contractor's license, to do the work, to do the demolition.

MR. HOLLAND: Well, I actually see the real need for a scope of work that never came. We had a need for clear out X, Y and Z pieces of ceiling and plywood and shore up X, Y and Z failed structural members so the engineer could get in there safely to complete a scope of work of what needed to be removed. A scope of work that would then be given to a demolition contractor or a general contractor to proceed.

That's still the paramount issue here. I think we need to, he basically needs to get another, work with another engineering professional that he's more comfortable with to proceed.

MS. HALE: This building is not a marked historical building is it? You talked about its historical value. It is not part

of a marked by the Historical Society, is it? Okay.

MR. NYHUIS: No.

MR. PUJOLS: I'm not aware of it.

MS. HALE: Okay.

MR. SCHERER: Gerry, go ahead. Excuse me, Gerry.

INSPECTOR SMILEN: Gerry Smilen, City Building Inspector. The City would like to put a couple of conditions in if you are going to grant an extension on this. The first thing, I think, and the utmost is that the area that the air-conditioning unit is sitting on needs to be shored up. That, I think, is the main priority here.

If you're going to give 60 days, then I would hope that we would have a set of drawings complete by an architect or an engineer and a permit applied for in the 60 days, is what I would think would be reasonable, because this thing has been dragging.

The building has been in the same condition now for a few months now. So in order to push ahead to see if we are going to get from point A to point B and finish this thing out, I think that wouldn't be unreasonable to request.

MR. SCHERER: Okay.

MR. HOLLAND: Is this air-conditioner on the interior of the ultimate roof? I mean is it under -

MR. NYHUIS: It's on the exterior of the first roof; on the interior of the second roof.

MR. HOLLAND: Right, so it's strictly -

MR. NYHUIS: It's contained.

MR. HOLLAND: Yes. To me, that's the - it's not, the building's not currently occupied, right?

MR. NYHUIS: No.

MR. HOLLAND: So, as far as your recommendation to secure it, isn't to me the paramount issue.

MR. SCHERER: We don't really want Mr. Nyhuis going in there and the air-conditioner falling on him after the structural engineer came in and told us to have a shored up.

MR. HOLLAND: Well that's, well if, my point is, if we start getting into specific protections, they're beyond this, we're out beyond the service of this Board and I think we should avoid it. That's common sense stuff they just need to deal with as part of doing what they do.

The main thing is it's not occupiable at this time, and that there's a hurricane hazard to a greater structure that I think is more paramount to the conditions that we've got to look at for the 60 days.

The reason I suggested 60 days is there's been a no-fault meltdown with an engineering task that is paramount to this issue that needs to take place with somebody else. And I think in that timeframe, hopefully he can get that, get somebody in there and determine the scope of work he needs to proceed and that's what we want to see.

MR. SCHERER: Go ahead.

MR. JARRETT: I'm more inclined to give a 30-day extension for the gentlemen to come back in with a signed contract from a general contractor and a professional engineer. And then at that point, maybe we can give him another 30 days. But I'm inclined that this has just gone on and on -

MR. HOLLAND: How about a completed scope from the engineer on what to do? Not just a contract with the engineer. But that the engineer has given a finite scope, not a multi - tear this out, come back to me, tear this more out, come back to me - but a final, definitive engineering scope that can then be brokered by the general contractor to the Building Department.

MR. SCHERER: Okay. Is there a motion?

MR. JARRETT: Would you please put that in the form of a motion?

MR. BARRANCO: I have one more question for Gerry. Gerry, does the City of Fort Lauderdale have a shoring application, a shoring permit application? Is that something that they issue?

INSPECTOR SMILEN: No.

MR. BARRANCO: [inaudible] contractors up here now.

INSPECTOR SMILEN: Not that I'm aware of. It would be a requirement in an application on certain jobs, but not per se

an application to shore something up.

MR. SCHERER: That would be part of a general contractor's means and methods, I think, probably.

MS. HALE: Gerry, does that A/C compressor that's sitting there, does it have to sit on this inner roof? Can it not be moved outside, or is it the type of system that it has to sit up there?

INSPECTOR SMILEN: Well, that's something that, not my expertise, as far as - I mean, it was put up there, obviously because there is a space situation for the way this building is set on there. But, and it is a package unit from what Mr. Pujols said. So that eliminates, it's a small building, so it eliminates taking up space inside for the unit.

MS. HALE: Okay.

MR. NYHUIS: Can I [inaudible] your question? It's not a unit that was used after the reconstruction. It's a unit that was there prior to the 1989 reconstruction. It was just left up there. It has no use to be up there and I can take it off in about 10 seconds knowing I'd have to take it off because all I have to do is take off four bolts, throw it out and be done with it.

MS. HALE: So it's not in use at all.

MR. NYHUIS: No. There's an internal unit, air conditioning system. There's an air-conditioning unit, small air-conditioning unit that sits inside and air conditions the

whole 950 square feet. What that unit was, was from the prior building. They just never took it off of the roof because they covered over it and just I guess -

MR. SCHERER: Would somebody like to make a motion?

MR. NYHUIS: That's -

MR. JARRETT: I'll make a motion. I'll make a motion that we give the gentlemen a 30-day extension to come back to this Board - and let me say that is to the September 18th meeting - to come back before this Board with a contract, a detailed contract from a professional engineer, and from a general contractor, and that we stipulate that this work that we're talking about - because I think this is where the Board is going - that this shoring or removal or whatever be done by the general contractor. Is that [inaudible] of that?

MR. HOLLAND: I was trying to get scope of work instead of contract for the engineer in there.

MR. JARRETT: Okay.

MR. SCHERER: You said a detailed contract from the structural engineer.

MR. NYHUIS: But this is where we're [inaudible] again [inaudible]

MR. SCHERER: Hang on one second, hang on.

MR. JARRETT: Okay. That, and then at that point we'll consider another extension. But this has just gone on too long.

MR. SCHERER: Okay, so we have a motion for 30-day extension so that the respondent can come back with a detailed scope of work from a structural engineer as well as a contract with a general contractor, and that the air-conditioning unit either be shored up or removed by the general contractor.

MR. JARRETT: And the other work, obviously, needs to be done by the general contractor.

MR. SCHERER: And the other work, to do whatever inspections necessary for the structural engineer be performed.

MR. HOLLAND: And securing for a hurricane in general.

MR. SCHERER: And securing for a hurricane in general.

Is there a second for the motion?

MS. HALE: Well, I think it was the last time.

MR. SCHERER: Is there a second for the motion?

MS. HALE: Oh yes, I'll second.

MR. HOLLAND: Yes.

MR. SCHERER: Any discussion on the motion?

MR. NYHUIS: Okay. Here's where the problem happened last time and I hate to be a idiot, but I'm coming from the idiot's stance. There's a beginning, the fire, there's a middle, the burned-out building, and there's an end. I need to know the exact thing that the Board wants to happen at the end. Not the reconstruction of the building to make it a building where it's - just to get it into the safe, safe, help

me with the word -

MR. SCHERER: Once you have a permit applied for and pulled to fix the building, you're off of our agenda.

MR. NYHUIS: I understand that, but in order to get it -

MR. SCHERER: Your structural engineer will be able to tell you what to do -

MR. NYHUIS: Okay.

MR. SCHERER: - as well as your general contractor.

MR. NYHUIS: Please say that lightly because it didn't work the first time. What I'm saying is, there is no final end, a legitimate, final end. Bring the building up to this exact point.

MR. SCHERER: Bring the building up to code.

MR. NYHUIS: Okay. And where do I find the definition of that?

MR. SCHERER: That's, that's - your structural engineer and your architect and/or general contractor will be able to tell you that.

MR. NYHUIS: Okay, because if I keep going on at this point I'm going to have demolish the building before I construct it.

MS. HALE: Yes, I, Gerry, do you understand what he's saying? We've given him some directives, but I think, can you put it into ordinary folk English for him?

MR. HOLLAND: It's not the City's job.

MS. HALE: Okay.

MR. SCHERER: It's not.

MR. NYHUIS: How far are we from the end because it's not been determined -

MR. SCHERER: Unfortunately, you didn't agree with your structural engineer.

INSPECTOR SMILEN: I think, I think, basically -

MR. SCHERER: And the Board is recognizing that you didn't agree with his contract -

MS. HALE: Gerry.

MR. SCHERER: So we're giving you a break to go through and find another engineer.

MR. NYHUIS: But when I do find that engineer, how am I going to know that the man is -

MR. SCHERER: The engineer was responsible for telling you this, not the Board.

INSPECTOR SMILEN: Basically, if an engineer does a thorough inspection on the building, he will make a list of the things that need to be done to make it structurally sound and able to be occupied again and used. And that's, we haven't had a final, a complete structural inspection, which is what we've been asking for since day one.

So we need a thorough and complete structural inspection. Once that is done, plans can be drawn from that inspection to

comply with what is needed to make the building whole again. And then he applies for the permit and then we can all go home.

MR. SCHERER: Wayne, did you want to say something?

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I think Gerry was getting to the point that I was going to make. The plans that the City require will be comprehensive, they will address the entire building. All the systems in the building will have to be reviewed. The electrical system, the mechanical system, everything. They'll have a full set of plans, so that when those plans are executed by the contractors involved, the building contractors, the subcontractors, this building will be up to code and functional for its intended use.

I think this is what Mr. Nyhuis is asking. Just like the ladies there were here before, we want a building when you walk away from it it's, you turn the key and it's finished. It's ready for use and it meets all the codes that, code requirements, that that building and that use group have.

MR. NYHUIS: So by removing all of the things that are not up to code: the electric that's not out, the structures, the burnt structures, everything, that will bring it to the point where somebody can go in there - the occupant - because I'm doing this specifically because there is a tenant ready to go in with their general contractor, architect and so forth

and use the building. I'm trying to get to the point where I can hand the building over to them on a lease and let them do that. They've agreed to do it all. So I've got to get to that point.

MR. SCHERER: We, we, you're going to have to get your architect and engineer involved before -

MR. NYHUIS: Okay.

MR. SCHERER: We can't even really talk about your lease. Its not -

MR. NYHUIS: I understand, but you understand what, I'm trying to get to the point where I can let go safely and hand it over to somebody as a tenant who's going to do the work themselves and take over a building.

MR. SCHERER: Once you receive a permit and you have the work complete, you'll be able to rent it out.

MR. NYHUIS: Okay, but I'm trying to work -

MR. SCHERER: So we have a motion and a second. Is there any more discussion?

MR. HOLLAND: I regret doing it, but just bear with me for one minute. Even though we addressed specifics to help him along with the structural, it's a good point that all these violations have to be remedied, which aren't necessarily within the period of the motion, I believe. I think we're still looking at a stepped approach if I'm not mistaken, and I'm comfortable with that.

I think he had a question about just what is required of this Board. It's a broad question, but for the time being, we were very specific to the assistance on the structural end of it, which of course you have to do first before you do everything else. And unless I'm wrong, I don't think the motion was completely comprehensive for all the violations to bring it up to code.

MR. SCHERER: I think I added that.

MR. JARRETT: Well, I believe -

MR. SCHERER: [inaudible] all the violations that exist.

MR. JARRETT: I believe the fact there we're asking for the permit and the plans, that's going to cover it because I would assume that the Building Department is going to review those plans and they're the ones that are going to outline that. And the short answer to when you can occupy the building -

MR. NYHUIS: No, no, I don't want to occupy it. I just want it to be off your backs as to being -

MR. JARRETT: Well, the short answer to -

MR. NYHUIS: Just being a safe building that nobody occupies -

MR. JARRETT: No, that's two different questions.

MR. NYHUIS: Okay, maybe I missed it.

MR. JARRETT: First of all, no, first of all, the answer to your first question is, when you will not have to deal with

this Board is when you have a general contractor who has a building permit in his hand and he's performing the work. Then you'll never come back here again. Once that building permit is issued for that location, you will never have to come back here again.

The second answer that you're looking for, or the second question you asked, is when can you occupy the building, or when can you safely turn it over to a tenant.

MR. NYHUIS: No, no, when can I let the building sit without having the fear of it being an unsafe structure.

MR. JARRETT: When the Building Department gives you a certificate of occupancy after your general contractor has completed all his work.

MR. NYHUIS: Okay.

MR. JARRETT: So there's two answers, two questions.

MR. NYHUIS: It doesn't have to be occupied; it just has to be, it can be empty also

MR. JARRETT: You won't have to come back to this Board as soon as you get the building permit. And you can use the building after the Building Department gives you a Certificate of Occupancy.

MR. SCHERER: So we have a motion and a second. Any more discussion?

MS. HALE: No.

MR. SCHERER: No other discussion, okay. All those in

favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All opposed? Motion passes. You have 30 days. Thank you. Next case.

MS. PARIS: That completes the portion of our agenda with respondents. We'll start from page one. Case CE07121155 is complied. Bottom of the page, Case CE08020243 has been heard. Page two, Case CE08030370 has been heard.

3. Case: CE07021135

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Gregory Miller

448 NW 21 Avenue

MS. PARIS: Page three at the bottom, Case, this is a new, this is a new business case. Case CE07021135, the inspector is Wayne Strawn. The address is 448 Northwest 21st Avenue.

We have service by posting on the property 7/8/08, advertising in the Broward Daily Business Review 8/1/08 and 8/8/08. We have certified mail to the owner returned "unable to forward," certified mail to LaSalle Bank National Association Chicago, Illinois, signed by K. Paris 7/8/08. Certified mail to LaSalle Bank National Association Pittsburgh, Pennsylvania, signature eligible.

Certified mail to Mortgage Electronic Registration

Systems Inc., MERS, signed by V. Cassetta 7/7/08. Certified mail to Electronic Data Systems Corp. as registered agent for MERS signed by Vremayne Pearson 7/7/08. On the next page we have certified mail to First Franklin Financial Corp. signed by L. Zaranda 7/7/08.

Certified mail to CT Corporation System as registered agent for First Franklin Financial Corp. and LaSalle Bank National Association signed by L. Zaranda 7/8/08. Certified mail Courtney Nicholson Esq. Florida Default Law Group, PL, signature eligible 7/7/08. Certified mail to William Huffman Esq. Florida Default Law Group PL, signature eligible 7/7/08.

Certified mail to Miami Wrecking Co. signed by K. Harrington 7/7/08. Certified mail to Arthur D'Almeida as registered agent for Miami Wrecking, signature eligible 7/7/08, and certified mail to the tenant in possession returned vacant.

INSPECTOR STRAWN: Wayne Strawn, City Building inspector. The violations that exist at the property at 448 Northwest 21st Avenue are as follows:

FBC 117.1.1

THE SINGLE FAMILY DWELLING BUILT IN 1950 HAS
BECOME UNSAFE. THE BUILDING CONSTITUTES A FIRE
AND A WINDSTORM HAZARD. THE BUILDING HAS BEEN
SUBSTANTIALLY DAMAGED BY ALTERATIONS WITHOUT

PERMITS AND BY THE ELEMENTS. THE BUILDING HAS NOT BEEN MAINTAINED TO THE STANDARD OF THE FORT LAUDERDALE MINIMUM HOUSING CODE.

FBC 117.1.2

A BEDROOM ADDITION HAS BEEN ADDED TO THE REAR OF THE BUILDING. THE ADDITION EXPANDS THE LIVING AREA TO A LARGE EXTENT. NO PERMIT WAS OBTAINED FOR THE EXPANSION AND NO CERTIFICATE OF OCCUPANCY WAS ISSUED. THE EXPANSION OF THE BUILDING IS "PRESUMED AND DEEMED" BY THE CODE TO BE UNSAFE.

FBC 117.2.1.1.1

THE BUILDING IS UNGUARDED AND OPEN AT DOORS AND WINDOWS.

I took this picture today with regard to be open at windows.

FBC 117.2.1.2.1

THERE IS FAILURE, HANGING LOOSE, OR LOOSENING OF WINDOWS AND DOORS ALONG WITH THEIR FRAMES, WALLS, ELECTRICAL CONDUIT AND FIXTURES, ROOF DECKING AND BATHROOM FIXTURES.

FBC 117.2.1.2.2

RAFTERS ARE DETERIORATED BY ROT AND THE WALLS OF THE ADDITION ON THE EAST ARE NO LONGER ATTACHED TO THE ORIGINAL WALLS BECAUSE OF

IMPROPER CONSTRUCTION. STARTER COLUMNS WERE NOT UTILIZED IN THE CONSTRUCTION AS REQUIRED.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN ALTERED AND EXPANDED WITHOUT INSPECTION. A HAZARD IS PRESENTED BY ELECTRICAL WORK THAT HAS NOT BEEN APPROVED.

FBC 117.2.1.2.6

THE PLUMBING FIXTURES ARE INOPERABLE BECAUSE THE WATER CONNECTION HAS BEEN DISCONNECTED. THE INOPERABLE PLUMBING HAS BEEN UTILIZED BY STREET PEOPLE WHO MAKE ILLEGAL ENTRY. A HEALTH HAZARD IS THEREFORE PRESENTED.

FBC 117.2.1.3.1

THE BUILDING HAS BEEN SUBSTANTIALLY ALTERED WITHOUT OBTAINING PERMITS OR A CERTIFICATE OF OCCUPANCY WHERE REQUIRED. THE ALTERATIONS ENCOMPASS BUILDING, PLUMBING, ELECTRICAL AND MECHANICAL WORK. THE ALTERATIONS INCLUDE, A BEDROOM ADDITION CONSTRUCTED ON THE EAST, ELECTRICAL CIRCUITS AND DISTRIBUTION PANEL ADDED, LAUNDRY FACILITIES AND PLUMBING AND ELECTRICAL FOR SUCH INSTALLED, NEW PLUMBING FIXTURES INSTALLED, NEW WINDOWS AND DOORS INSTALLED, RAFTER REPAIRS ATTEMPTED AND AN AIR

CONDITIONING SYSTEM INSTALLED. ALL WORK DONE WITHOUT A PERMIT IS "PRESUMED AND DEEMED" TO BE UNSAFE.

FBC 117.2.1.3.2

THE BUILDING HAS NOT BEEN MAINTAINED ACCORDING THE FLORIDA BUILDING CODE, THE CODE IN EFFECT AT THE TIME OF CONSTRUCTION OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

I have some photographs to show to the Board.

[Inspector Strawn displayed photos on the Elmo]

There's a front view of the building. That's a view of the large addition on the rear of the building, the bedroom addition without permits. The condition of the rafters and roof decking. The small area that connects the rear porch to the bedroom addition. The rear porch beam was left in place and they just framed around it. There's the porch beam that used to be in the back sticking out and they stuccoed around it.

A new electrical panel and ductwork. Ductwork is covered by drywall. Rotten roof decking, illegal electrical work, we notice Romex strung through conduit. Electrical work falling apart; that's the circuit for the dryer that's dangling. Windows installed without permits, more windows. Deterioration of the wall in the addition. New door installed without a permit. That's the beam with the rotten roof decking, and

here we have deterioration of the wall. Here we have the antique electrical service which has been disconnected since then. This is where the addition was attached to the original structure.

I have been in contact with Mr. Bill Corbett, who is the agent for the bank. He has a contract with Miami Wrecking at present. They have an application to demolish and they have already had the plumbing, sewer cap has been signed off. So they expect to get the permit this week, perhaps demolish if not this week, next week. The City is asking for motion to demolish.

MR. SCHERER: Okay. And no respondent?

MS. HALE: Is this a foreclosure?

INSPECTOR STRAWN: That's how the bank ended up with it, yes.

MR. SCHERER: Okay, is there any motion?

MR. JARRETT: I'll make a motion. 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. Boy, I made it all the way through that.

MR. SCHERER: We have a motion, do we have a second?

MS. HALE: I'll second.

MR. SCHERER: Any discussion? None. All those in favor, signify by saying aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All those opposed? Motion passes.

4. Case: CE07121276

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**LaSalle Bank Nation Association
Trustee for Merrill Lynch First Franklin
Mortgage Loan Trust
1623 NW 6 Place**

MS. PARIS: On page five we have another new business Case: CE07121276. Inspector Wayne Strawn. The address is 1623 Northwest 6th Place. The owner is LaSalle Bank National Association, Trustee for Merrill Lynch First Franklin Mortgage Loan Trust.

We have service by posting on the property 7/15/08, advertised in the Broward Daily Business Review 8/1/08 and 8/8/08. We have certified mail to the owner, Chicago, Illinois, signature illegible, 7/21/08. Certified mail to the owner Pittsburgh, Pennsylvania, signature eligible. Certified mail to CT Corporation System as registered agent for LaSalle Bank, signed by Fred Singer 7/16/08. Certified mail Guilene Joseph, returned, "unable to forward." Certified mail to Mortgage Electronic Registration Systems Inc. MERS signed by

Valerie Horowitz, 7/17/08.

Certified mail Electronic Data Systems Corp. as registered agent for MERS, signed by Vremayne Pearson 7/17/08. Certified mail First Franklin Financial Corp. signed by L. Zaranda 7/18/08. Certified mail CT Corporation System as registered agent for First Financial Corp. signed by Fred Singer 7/16/08 and certified mail to the tenant in possession return "vacant."

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector with regard to 1623 Northwest 6th Place. The violations that exist at the property are as follows:

FBC 117.1.1

THE DUPLEX BUILT IN 1946 HAS BECOME UNSAFE. THE BUILDING IS A FIRE AND WINDSTORM HAZARD THAT HAS NOT BEEN ADEQUATELY MAINTAINED.

FBC 117.1.2

MECHANICAL, ELECTRICAL, ROOFING, WINDOWS, AND OTHER BUILDING ALTERATIONS HAVE BEEN PERFORMED WITHOUT PERMITS. ALL BUILDING ALTERATIONS PERFORMED WITHOUT A PERMIT ARE "PRESUMED AND DEEMED" TO BE UNSAFE BY THE FLORIDA BUILDING CODE.

FBC 117.2.1.1.1

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

FBC 117.2.1.1.2

THERE IS AN UNWARRANTED AMOUNT OF GARBAGE AND
DEBRIS AND COMBUSTIBLE MATERIAL INSIDE THE
BUILDING.

FBC 117.2.1.2.1

THE FOLLOWING BUILDING PARTS HAVE FAILED OR ARE
HANGING LOOSE OR LOOSENING:

DOORS, WINDOWS AND THEIR FRAMES
KITCHEN CABINETS AND VANITIES
ELECTRICAL FIXTURES AND CONDUIT
PLUMBING FIXTURES AND PIPING

FBC 117.2.1.2.3

THE BUILDING ENVELOPE IS PARTIALLY DESTROYED.
THE FOLLOWING BUILDING PARTS HAVE BEEN
DESTROYED BY VANDALS:

WINDOWS AND DOORS AND THEIR FRAMES
KITCHEN CABINETS AND VANITIES
PLUMBING FIXTURES AND PIPING
ELECTRICAL FIXTURES
DRYWALL SURFACES

FBC 117.2.1.3.1

THE CENTRAL A/C SYSTEM WAS INSTALLED WITHOUT A
PERMIT. ELECTRICAL WORK HAS BEEN COMPLETED
WITHOUT AN INSPECTION AND THEREFORE THE PERMIT
HAS EXPIRED. SEE PERMIT 06010026. WINDOWS AND

DOORS HAVE BEEN INSTALLED WITHOUT A PERMIT. A RE-ROOF HAS BEEN DONE WITHOUT A PERMIT. ALL WORK PERFORMED WITHOUT A PERMIT IS "PRESUMED AND DEEMED" BY THE FLORIDA BUILDING CODE TO BE UNSAFE.

FBC 117.2.1.3.2

THE PROPERTY HAS NOT BEEN ADEQUATELY MAINTAINED AND DOES NOT COMPLY WITH THE CITY OF FORT LAUDERDALE'S MINIMUM HOUSING CODE.

I have some evidence, material evidence to show to the Board.

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

There's a front view of the building. We see the new windows. Here's some of the debris inside the building that's been left there. The building is, as you can see, open to casual entry. This is more combustible material inside the building. This is the condition of the kitchen that has been vandalized. The new windows, put in without permits some time ago.

This is the west exposure with all the windows broken out. The east exposure with the doorframe removed. Plumbing has been destroyed in the bathroom. And the service is, no dead fronts on the service. Issues, the back door is open.

The storeowner across the street, I suggested, he had

intended to testify with regard to the condition of the building and the occupation by street people inside of it. But I don't think he came today. The City is asking for a motion to demolish.

MR. SCHERER: Okay, is there a respondent? No respondent. Any discussion? Motion?

MS. HALE: Want me to read it?

MR. SCHERER: Sure.

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

MR. SCHERER: Okay, there's a motion. Is there a second?

MR. JARRETT: Second.

MR. SCHERER: Any discussion? None? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All those opposed? No? Motion passes.

5. Case: CE08061438

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Glenn Wright Construction

1637 NE 18 Avenue

MS. PARIS: Page six, our next new business case: CE08061438. Inspector George Hruschka. Case address is 1637 Northeast 18th Avenue. The owner is Glenn Wright Construction and Development Inc. We have service by posting on the property 7/22/08, advertised in Broward Daily Business Review 8/1/08 and 8/8/08.

Certified mail to the owner, signature illegible 7/9/08. Certified mail Gex Richardson, registered agent for Glenn Wright Construction and Development Inc. signature illegible 7/9/08. Certified mail to Wachovia Bank, Fort Lauderdale, Florida signed by A. Cookhorn 7/10/08. Certified mail to Wachovia Bank, Jacksonville, Florida, signed by Tom Patten 7/11/08. Certified mail to Paradox Construction Corp. "unable to forward."

Certified mail to Nathan Ogren, Vice President of Paradox Construction Corp. "unable to forward." Certified mail to Glenn B. Wright Jr. as president of Glenn Wright Construction and Development Inc. signature illegible 7/9/08. Certified mail to the tenant in possession "unable to forward."

INSPECTOR HRUSCHKA: Good afternoon Board, Jorg Hruschka, City Building Inspector, the violations are as follows:

FBC 117.1.2

A PERMIT FOR A NEW 2 STORY, 4 BEDROOM, 4 BATH
RESIDENCE WAS ISSUED ON 7/12/06 AND WORK
PROGRESSED UNTIL 7/2/07, WHEN THE LAST

INSPECTION FOR A SLAB WAS PASSED. THE CONSTRUCTION SITE WAS THEN ABANDONED AND THE PERMIT EXPIRED. THE STRUCTURE IS PRESUMED AND DEEMED UNSAFE.

FBC 117.2.1.3.1

THE LAST INSPECTION WAS APPROVED ON 7/2/07. THE 90-DAY TIME LIMIT AS SPECIFIED IN FBC 106.10.3.1 HAS BEEN EXCEEDED. THE JOB SITE WAS ABANDONED. THE PERMIT EXPIRED PRIOR TO COMPLETION BEFORE A CERTIFICATE OF OCCUPANCY WAS ISSUED AND IS NULL AND VOID.

I have just a simple picture to show you that we have the property, and the slab just as it is right now. And we would like to have the slab removed and brought back to level situation here.

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

I think Glenn Wright or someone representing Glenn Wright came in today to renew the permit, which was approved by Bruce Andres, our building plan reviewer. However, I cannot release this permit yet because it hasn't been paid for. Until we get the payment on there I do have to ask for the order to demolish.

MR. SCHERER: Okay. Is there a motion? Any respondents?

MS. HALE: I do know that there has been a lot of

discussion about, there were one or two of these slabs left in that neighborhood and that the neighborhood itself was very upset because the rest of the buildings that were put up were beautiful.

MR. SCHERER: There's no respondent here.

INSPECTOR HRUSCHKA: No.

MR. SCHERER: Okay.

MR. JARRETT: Does the respondent possibly, or there no respondent possibly because they think that it's solved?

INSPECTOR HRUSCHKA: I think they're under the assumption that the permit was issued, but until payment is received I don't know. Glenn Wright is, I think, in bankruptcy, or so as I heard, but that -

MR. SCHERER: It's irrelevant so let's go ahead and -

MR. BARRANCO: Hey Jorg, one more question.

MS. HALE: It is relevant.

MR. SCHERER: Please explain the relevancy of whether or not the -

MR. BARRANCO: Whether it's safe or not.

MS. HALE: Because he's not going to pay for his permit.

MR. JARRETT: Because we have hundreds of these buildings around.

MS. HALE: Well, it's not [inaudible] two of them.

INSPECTOR HRUSCHKA: For me, it's a critical element. If the payment is not received then I do want to have the

demolition order in place.

MR. SCHERER: I think the Board is going to do it anyways because there's no respondent here to talk to us.

MR. JARRETT: I'd just like to make a comment. Yes, you said there was only two or three in your neighborhood.

MS. HALE: No, I said, in this particular case, because it happens to be close to a man who did an appraisal on a house I sold last week. And we got talking about over-expansion, and he mentioned that Glenn Wright had come into this neighborhood and had done a nice job but had stopped.

MR. HOLLAND: If I may, point of order. I think we've been, we're only supposed to hear the evidence and present the evidence that comes in before staff. I know with all good intentions -

MS. HALE: Well, I think that the neighborhoods do get some input into our decisions.

MR. HOLLAND: Only if they come and testify.

MR. SCHERER: If they're here, then they could do it, but-

MR. HOLLAND: I think we're not necessarily supposed to apply additional evidence to our decisions as a Board -

MR. SCHERER: We're going to get decisions as a Board.

MR. HOLLAND: - or even look, I always understood we're not even supposed to look -

MS. HALE: Well, we're going to do a demolition so what's

the difference?

MR. HOLLAND: Just trying to help you out.

MR. BARRANCO: Why don't we get a legal interpretation from our City Attorney?

MS. WALD: It sounds like a legal question from Mr. Holland. Yes, the only evidence that you can actually take into consideration is the evidence that is presented to you. In regards to this case, there is no respondent here, there are no neighbors or anybody as to witnesses, that want to speak. The only evidence that you can take into consideration is the evidence that's presented and the only evidence that has been presented, unless there is somebody else, is what Mr. Hruschka has presented to you. And that's the only thing you can take into consideration along with the law, to make a determination as to whether to order to demolish the property or not.

MS. HALE: Good. Can I read now?

MS. WALD: So Mr. Holland is correct.

MS. HALE: Can I read my motion to demolish?

MS. WALD: Of course you can.

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

licensed demolition contractor pursuant to a City issued demolition permit.

MR. HOLLAND: I would like to second that motion.

MR. SCHERER: Okay. Any discussion? None? All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. SCHERER: Those opposed? No, motion passes.

MR. JARRETT: Can I make a comment -

MR. SCHERER: Sure.

MR. JARRETT: - before we jump to another case? Evidently now would be the appropriate time to make the comment. You know, we have these, this situation is all over the City. In my neighborhood of Victoria Park there's a hundred buildings that have been started that are like this. And we brought this up in a meeting within the last year.

What is the city going to do as far as policy? Is this an example that the City has changed its policy to do something about these structures that are not finished and don't have permits? Is there, are we going to start having 12-hour meetings?

MS. HALE: We better start early.

MR. HOLLAND: We need an ordinance.

MS. WALD: Ginger Wald, Assistant City Attorney, I can't speak as to the City policy. I think that is something that would you want to get from the City Manager's office and if

you do have that request or if you want to put that in writing that could be made. In regards to 12-hour meetings on a personal side, I hope not.

But as to these properties, and you have seen more of the slabs and also the rebar, and my understanding is you're probably going to see more. And obviously you have seen, just as we have with Code Enforcement Board and Special Magistrate, a lot of foreclosure properties.

And we're attempting to get notice. You always get notice here with Unsafe Structure Board, but with Code Enforcement Board and Special Magistrate we're also, even though we don't have to do so pursuant to the law, provide notice to the attorneys that have filed lis pendens for the banks that are foreclosing. So they are placed on notice and they know this in advance as to, oop, big surprise! Now that you've foreclosed and you own the property.

So, the City started that end of last year; Brian started that the end of last year. So that has place. But, in regards to the City policy, I know that additional inspectors have been added as you have seen, building inspectors, and they are, now that they have the manpower they'll be more proactive with that. And if there's a violation, whether it's by complaint or they see it themselves, as these inspectors have told you time and time again, they will bring the cases forward.

MR. SCHERER: Thank you.

MS. WALD: So, I didn't exactly answer your question because I can't but at least you understand now.

MR. JARRETT: No, but, I understand.

MR. HOLLAND: That was good from Counsel. I think you raised a good point. We discussed there's a tremendous amount of equity that's in that structure other than just the slab and the dowels sticking out of it. And of course if you cut the dowels off, you lose a lot of equity, because you have no dowels to tie into anymore, and there's plumbing underneath. Several trades have brought it to that point, and a lot of equity. But point well taken about if there was, any of that equity that could benefit the City in these matters as opposed to demolishing them. That's perhaps a something for our Commission and City Manager to [inaudible]

MR. SCHERER: This lot could be affordable housing.

MR. JARRETT: Well right now, we, this is like the second case where we have had an issue of demolishing the slab. You know the one in Coral Ridge just a few months ago.

MS. HALE: [inaudible] Riviera.

MR. JARRETT: Well, I'm sorry. But eventually, it's not going to be just a slab, it's going to be two or three stories of structure, perhaps covering a City block. There are structures out there -

MR. HOLLAND: And it could have been properly inspected,

but once it expires it's deemed unsafe.

MR. JARRETT: Right, right. I hope that the City addresses this and comes up with a policy because we don't want to put people in a position where we're taking away millions of dollars worth of value, simply because we haven't looked at it.

MR. HOLLAND: It would be a nice way, if there was a way to parlay that equity of what's been built under inspected permits at that point.

MR. JARRETT: Maybe this Board could make a motion to ask-

MS. HALE: Oh, here comes Wayne.

MR. HOLLAND: He's going to carry the message to the City Manager.

MR. SCHERER: Developers have an opportunity.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I had occasion to bring to this Board a building on Northwest 20th Street not long ago in the Rock Island area. And it was structurally all complete except for it didn't have the tile on the roof. It had felt paper on the roof. And it was a two-story similar to the Glenn Wright designed homes.

And what happened was is the people who had equity in it stepped up to the plate, they sold it to a contractor, went back, found the old County permit that had expired and renewed it. And now it's in the process of being completed.

So although it may be necessary, according to the law, to bring these cases, the people who have the most to lose may want to step up to the plate and get what they can out of it and pass it on to someone who will finish the project. So although the City doesn't really want to - and in my case I didn't really want to destroy this property - but the action itself produced the good result.

MR. HOLLAND: Right. And that is a part of our function; we are providing that service to help build a fire under people with interests on it. Hopefully nothing slips through the cracks to the bulldozer.

6. Case: CE08061885
Countrywide Home Loans
436 NE 16 Avenue

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MS. PARIS: Page seven at the top, new business case: CE08061885, Inspector Jorg Hruschka. Case address: 436 Northeast 16th Avenue. Owner: Countrywide Home Loans Inc.

We have certified posting on the property 7/24/08. Advertised in Broward Daily Business Review 8/1/08 and 8/8/08. Certified mail to the owner, signed by Oscar A. Vasquez-Torres 7/7/08. Certified mail to the Prentice-Hall Corp. System as registered agent for Countrywide Home Loans signed by Kim Glover 7/7/08.

Certified mail to Washington Mutual Bank, signature

illegible, 7/8/08. Certified mail to Kathleen Angione Esq. Law Offices of Marshall C. Watson PA, signed by Danielle Stark. Certified mail to Countrywide Home Loans Inc. as trustee for Redwood Trust signature illegible 7/8/08.

INSPECTOR HRUSCHKA: Jorg Hruschka, Building Inspector, City of Fort Lauderdale. The violations are exist:

FBC 117.1.1

THE BUILDING IS A ONE STORY, WOOD FRAME SINGLE FAMILY HOME BUILT IN 1940. THE STRUCTURE HAS BEEN SUBSTANTIALLY DAMAGED BY FIRE. THE BUILDING IS A FIRE AND WINDSTORM HAZARD, AND IS UNSAFE.

FBC 117.2.1.2.1

MANY PARTS OF THE BUILDING, INCLUDING BUT NOT LIMITED TO, THE EXTERIOR WALLS AND THE ROOF SYSTEM, INTERIOR AND CEILINGS AND WALLS, AND EXTERIOR AWNINGS, ARE HANGING LOOSE.

FBC 117.2.1.2.2

THE EXTERIOR AND INTERIOR BEARING WALLS AND THE ROOF STRUCTURE HAVE BEEN COMPROMISED DUE TO FIRE.

FBC 117.2.1.2.3

THE BUILDING HAS BEEN SUBSTANTIALLY DESTROYED AND THE STRUCTURAL INTEGRITY HAS BEEN COMPROMISED. THE ELECTRICAL, PLUMBING,

MECHANICAL, AND STRUCTURAL SYSTEMS HAVE BEEN DESTROYED.

FBC 117.2.1.2.5

THE ELECTRICAL AND MECHANICAL SYSTEMS HAVE BEEN SEVERELY COMPROMISED AND SUBSTANTIALLY DESTROYED AND WOULD POSE A SERIOUS HAZARD IF ENERGIZED.

I have several pictures to show you to illustrate the damage, and I took them on 3/11/08.

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

As you can see here, is the exterior of the home itself. The south side of the building has been destroyed. It started in the bedrooms. It's interior damage showing a charring of the rafters and structural components. Here is the second bedroom showing similar damage.

Here is, I think this should be the living room area, which is adjacent to that. It has charring and water damage. There's another picture of, actually two pictures just giving you an indication as to the extent of the damage throughout the house. And here is also kitchen that was compromised by fire and water damage. And the City is asking for demolition of the building.

MR. SCHERER: And no respondent? Any discussion? Anybody want to motion?

MR. JARRETT: I'll make a motion. 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, license, oh, I'm sorry, City issued demolition permit. I should have put them on, right?

MR. HEGUABURO: Second.

MR. SCHERER: Motion and a second. Any discussion? None. All those in favor signify by saying aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All those opposed? Motion passes.

MS. PARIS: Bottom of page seven, CE08072072 is withdrawn. That completes our agenda for today, gentlemen, ladies. Thank you.

[Meeting concluded at 4:36 p.m.]



BOARD CLERK



JOHN SCHERER, VICE CHAIRPERSON

Minutes prepared by: J. Opperlee, Prototype Services

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held August 21, 2008, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

Dated at Ft. Lauderdale, Broward County, Florida, this 25 day of August, 2008.


ProtoTYPE, INC.



JAMIE OPPEERLEE
Recording Clerk

SWORN TO and SUBSCRIBED before me by JAMIE OPPEERLEE who is personally known to me and who signed the foregoing for the purposes therein expressed.

DATED this 25th day of August, 2008.



NOTARY PUBLIC
State of Florida at Large

Notarial Seal:



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