

CITY OF FORT LAUDERDALE
 UNSAFE STRUCTURES BOARD
 THURSDAY, OCTOBER 16, 2008 AT 3:00 P.M.
 CITY COMMISSION MEETING ROOM
 CITY HALL

Board Member	Attendance	Cumulative Attendance 10/08 through 9/09	
		Present	Absent
John Scherer, Chair	A	0	1
John Phillips, Vice Chair	P	1	0
John Barranco	P	1	0
Olivia Charlton	A	0	1
Pat Hale	P	1	0
Hector Haguaburo	P	1	0
Joe Holland	P	1	0
Thornie Jarrett	P	1	0
Patrick Kerney	P	1	0

City Staff

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

Guests

CE08090647: Irene Crum, Owner's Representative
 CE07021325: Hope Calhoun, Attorney
 CE08080956: Stuart Smith, Owner's Attorney

Index

<u>Case</u>	<u>Respondent</u>	<u>Page</u>
1. CE08090647 Address: 731 NW 15 Avenue Disposition: 30 days to demolish the property or the City will demolish. Board approved 7-0.	Charles Crum Estate	<u>3</u>
2. CE07021325 Address: 2470 SW 21 Street Disposition: 60-day extension. Board approved 6 - 0 with Mr. Barranco abstaining.	Jungle Queen	<u>10</u>
3. CE08080956 Address: 2011 SW 36 Avenue Disposition: 30 days to demolish the property or the City will demolish. Board approved 4- 2 with Mr. Holland and Ms. Hale opposed and Mr. Jarrett abstaining.	Christopher Harris	<u>15</u>
4. CE08060890 Address: 1601 NW 7 Street Disposition: Withdrawn	Penelope Herring-Grant	<u>59</u>

The regular meeting of the Unsafe Structures Board convened at 3:05 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Election of Board Chair and Vice Chair

Motion made by Mr. Holland, seconded by Mr. Barranco, to nominate Mr. Scherer as Chair. In a voice vote, Board unanimously approved.

Motion made by Mr. Holland, seconded by Mr. Heguaburo, to nominate Mr. Phillips as Vice Chair. In a voice vote, Board unanimously approved.

Approval of meeting minutes

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

All individuals giving testimony before the Board were sworn in.

1. Case: CE08090647

[INDEX](#)

Estate of Charles L. Crum

731 NW 15 Avenue

MS. PARIS: Our first case will be on page six of our agenda; it's a new business case. Case CE08090647, the inspector is Wayne Strawn, the Case address is 731 Northwest 15th Avenue. The owner is Charles L. Crum, the Estate of.

We have service by posting on the property 9/16/08, advertised in the Broward Daily Business Review 9/26/08 and 10/2/08. We have service by certified mail to the Estate of Charles L. Crum care of Irene Crum, signed by J.R. Foreman 9/17/08. Certified mail to Edwina Crum returned. Certified mail Bank of America Corp., Charlotte North Carolina, signed

by Arthur McClure, 9/18/08.

Certified mail to CT Corporation System as Registered Agent for Bank of America, signed by Fred Singer 9/17/08. Certified mail to Bank of America Corporation care of CT Corporation System as Registered Agent for Bank of America signed by Fred Singer 9/17/08.

Certified mail TAGS Construction Inc., no response. Certified mail Alexander Robinson, Registered Agent for TAGS Construction Inc., no response. Certified mail to the tenant in possession, no response.

INSPECTOR STRAWN: Thank you. Wayne Strawn, City Building Inspector with regard to Case number CE08090647, 731 Northwest 15th Avenue. The violations exist as follows:

FBC 117.1.1

THE DUPLEX BUILDING HAS BEEN SUBSTANTIALLY DAMAGED BY FIRE. THE BUILDING IS A WINDSTORM HAZARD AND DOES NOT MEET THE MAINTENANCE STANDARD OF THE FLORIDA BUILDING CODE OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

FBC 117.1.2

A PERMIT TO REBUILD THIS BUILDING IN RESPONSE TO CASE NUMBER CE06011118 BEFORE THE UNSAFE STRUCTURES BOARD WAS ISSUED ON JUNE 19, 2008. THIS PERMIT NUMBER 08011057 HAS BECOME NULL AND

VOID WITHOUT ANY IMPROVEMENT REGARDING THE UNSAFE CONDITION OF THE BUILDING. NO CERTIFICATE OF OCCUPANCY WAS ISSUED. THE BUILDING IS AN ABANDONED PROJECT THAT IS THEREFORE DEEMED BY THE FLORIDA BUILDING CODE TO BE UNSAFE.

FBC 117.2.1.2.1

MANY BUILDING PARTS ARE LOOSE HANGING LOOSE OR HAVE FAILED. THESE CONDITIONS EXIST BECAUSE OF FIRE DAMAGE AND WATER INTRUSION SINCE THE FIRE OF DECEMBER 2005.

FBC 117.2.1.2.2

THE WALLS CONSTRUCTED OF CONCRETE MASONRY UNITS ARE DAMAGED. CRACKS ARE VISIBLE IN THE MORTAR JOINTS. IN SOME AREAS THE CRACKS HAVE A STAIR STEP PATTERN DEMONSTRATING MOVEMENT OF THE FOUNDATION.

FBC 117.2.1.2.3

THE BUILDING HAS BEEN PARTIALLY DESTROYED BY FIRE. THE MAJOR DAMAGE ON THE SOUTH SIDE OF THE DUPLEX. THE ROOF TRUSS SYSTEM IS SCORCHED ON BOTH SIDES OF THE BUILDING.

FBC 117.2.1.2.4

THE ROOF HAS COLLAPSED INTO THE BUILDING ON THE SOUTH LIVING UNIT.

FBC 117.2.1.2.5

THE ELECTRICAL SYSTEM HAS BEEN COMPROMISED DUE TO WATER INTRUSION AND WOULD BE HAZARDOUS IF ENERGIZED.

FBC 117.2.1.3.2

THE BUILDING DOES NOT COMPLY WITH THE STANDARD OF MAINTENANCE ESTABLISHED BY THE FLORIDA BUILDING CODE, OR THE CODE IN EFFECT AT THE TIME OF CONSTRUCTION OR THE MINIMUM HOUSING CODE OF THE CITY OF FORT LAUDERDALE.

I would like to read into the record this letter received from TAGS Construction Company which pulled the permit in question. That's the permit 08011057. And what that says is: Dear Sir, [there we go] please be advised that I no longer have a financial arrangement or a contract in effect with the owners of this property. The permit will not be executed and your records should reflect that it is null and void. Thank you for your attention to this matter. It is sent to Curtis Craig, the Building Official.

MR. PHILLIPS: Who is that signed by, Mr. -

INSPECTOR STRAWN: The contractor, of TAGS Construction Incorporated, the people that pulled the permit to rebuild it.

I'd like to enter into the record the photographs.

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

That's the most recent photograph taken 10/15. You can see the plywood is off, the window is open and you're looking through to the sky where the roof is burned right through at this point.

We have the rear of the building where some of the stair-stepping cracks are shown and the now properly-secured rear window. This is a photograph from last June where the fire damage is clearly evident in both photographs. This is more fire damage on the south unit of the building. There is, I must have gotten inside back at that time because I got a very good picture of the damage.

The rear gable, there's no covering on the rear gable end of the building and this represents, would catch wind if we had a hurricane.

I don't want to show, most, some of these photos are repetitious. Here's another shot of the fire damage. Distant shot, fire damage, roof sliding into the hole left by the fire; I don't know if you can see that well. And the rest of these photos are repetitious, so, except that one there, it shows some of the damage. The City is asking for a motion to demolish, or, an order to demolish I should say.

MS. CRUM: My name is Irene Crum and I'm here to represent the building of 731 Northwest 15th Avenue. The beneficiaries of the estate has been notified of the numerous violations. Scott Bougay notified them. We are in the

process of attempting to sell part of Charlie's estate. The attorney sent out a certified letter to the court today, and everything is a timely process.

I also have tried to get - I have gotten two estimates, because they are aware that this building will be demolished. So I'm just asking the court to give us some time, maybe 60 days. By that time, because it's 20 days before the beneficiaries are notified in response. Once they receive the letter, certified letter, then in turns we have to go to court and get the court to give us OK to sell some of his estate, his property.

So right now, the letter has just went out today. The children's attorney is Scott Bougay, in case if you ever want ladies and gentlemen would like to see it. And that's the only thing I can ask of, because we know that this building will be demolished.

MR. PHILLIPS: Any questions of the Board?

MR. KERNEY: I have a question. Ms. Crum, you are saying, you realize that the building needs to be demolished, correct?

MS. CRUM: Yes sir.

MR. KERNEY: And, what do we gain by holding off on ordering demolition at this time?

MS. CRUM: Um -

MR. KERNEY: If it has to be done anyway, I guess that's

kind of -

MS. CRUM: Okay, what we, if, we are trying to get someone to do it within a reasonable amount, okay, that's what we are trying to do. I don't know how much the City would charge us, but we would like to try, attempt to do it ourselves.

MR. KERNEY: Okay, but if we were to order, put in an order of demolition, it takes, it takes almost the 60 days that you're asking to get it done, so you would have time. Because essentially the order says that we're going to order you to demolish it and then if you don't, then the City will take action.

MS. CRUM: Right.

MR. KERNEY: So it still gives you the time you're asking for without extending this out any further. You'd be okay - and if I'm not mistaken, I'm not sure that the City's, whoever they use is outrageously priced one way or the other.

MS. CRUM: Well, I would, we would like to get a price figure that's the only -

MR. KERNEY: Okay. So if we ordered them, put in an order at this time, you would have time to do that.

MS. CRUM: Okay, if that's what you all plan to do then, I can, there's nothing that I can do at this point.

MR. KERNEY: Mr. Chair, I'm ready to make a motion.

MR. PHILLIPS: Any other discussion? Okay.

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

MR. PHILLIPS: We have a motion for demolition, anyone like to second that?

MS. HALE: I'll second it.

MR. PHILLIPS: We have a second. All those in favor of granting the motion say aye.

BOARD MEMBERS: Aye.

MR. PHILLIPS: Any opposed? Motion carries.

MS. CRUM: Thank you for your time.

MR. PHILLIPS: Good luck. You might want to tell the estate attorney that this is what's going on.

MS. CRUM: [inaudible]

MR. PHILLIPS: So they can coordinate with Mr. Strawn or someone from the City.

2. Case: CE07021325

[INDEX](#)

Jungle Queen Inc.

2470 SW 21 Street

MS. PARIS: Our next case will be on page one. It's a

October 16, 2008

new, or, correction, it's an old business case. It's case CE07021325, the inspector is Wayne Strawn, the case address is 2470 Southwest 21st Street, the owner is Jungle Queen Inc.

We have service by posting on the property 10/6/08, advertised in the Broward Daily Business Review 9/26/08 and 10/3/08.

Certified mail to Ruden McCloskey, attention Hope Calhoun, confirmed receipt via telephone 10/6/08. Certified mail Jungle Queen signed by Traci Cameror 8/5/08. Certified mail to Allan A. Kozich and Associates, signed by Allan A. Kozich 8/5/08. Certified mail to Jerome C. Faber, Registered Agent for Jungle Queen Inc., signed by Traci Cameror 8/5/08.

Certified mail to Bank of America signature illegible 8/6/08. Certified mail Ameri-Con Enterprises Inc. returned unable to forward. Certified mail to Randi G. Boven, Registered Agent for Ameri-Con Enterprises Inc. signed by Sharon Durtz 8/5/08. Certified mail A.A. Construction Company, unclaimed, unable to forward. Certified mail Gary Ansley, Registered Agent for A.A. Construction, unclaimed unable to forward. Certified mail, John Cumper QED Consulting Engineering, signed by John Cumper 8/11/08.

This case was first heard by the USB on 6/21/07. At that hearing the Board granted a 90-day extension with staff's continued weekly monitoring. At the 9/20/07 USB hearing the Board granted a 90-day extension to 12/20/07. At the 12/20/07

USB hearing the case was continued to 1/17/08. We did not have a quorum. At the 1/17/08 USB hearing the Board granted a 90-day extension to the 4/17/08 hearing. At the 4/17/08 hearing the Board granted a 90-day extension to the 7/17/08 hearing. And at the 7/17/08 hearing the Board granted a 90-day extension to the 10/16 hearing. Board members John Scherer and John Barranco abstained from voting.

Violations as noted in the agenda.

MR. PHILLIPS: There's Ms. Hope Calhoun; we thought you were hiding somewhere.

MS. CALHOUN: Here I am. I just knew that it was going to take a while to read the history so I didn't rush. Good afternoon, Hope Calhoun here on behalf of the applicant, or, not the applicant, the respondent, Jungle Queen. We appreciate the Board's patience thus far.

As you all know, Jungle Queen is basically an institution in Fort Lauderdale, and because it's been here for so long and because it is a legal nonconforming use, getting through all the processes are, is very, very complicated.

We are, we've been approved by the Department of Hotels and Regulations. We're still going through, or we're back in the Health Department. I think the last time I was here, I told you we had to go back to the Health Department to fix something. We fixed it, we're back there again waiting for them to sign off. Once we get that we'll get EPD approval and

then we'll hopefully be in to the City soon.

Again, I appreciate the Board's indulgence in all of this. Wayne, our engineer has continued to provide those weekly engineering reports. I just spoke to Wayne, and he wasn't sure if he received the last ones, but we have them. So if he doesn't have them and he's unsure, we can provide those. But the structure is still, the engineer is saying, is still sound, the way that it stands.

I told Wayne that I'd request 60, 30 days, but I'm going to ask the Board's indulgence for - I told him I'd ask for 30, I'm going to ask for 60 because the holidays are coming and I don't know what's going to happen. But at the Board's discretion, I am just pleading for an additional continuance so we continue to move forward. Thank you. Any questions for me? Thank you.

INSPECTOR STRAWN: Wayne Strawn, City Building Inspector. I'm satisfied that they're proceeding as fast as possible under the circumstances and the difficulties encountered. That's why I don't have any opposition to a 30-day continuance.

MR. PHILLIPS: How about a 60-day, Mr. Strawn? She had asked for 60. She pleaded, she begged and I -

MS. CALHOUN: I changed it after we spoke.

INSPECTOR STRAWN: Oh, I see.

MR. PHILLIPS: It may not be politically correct, but -

INSPECTOR STRAWN: I'm sorry I wasn't listening more carefully.

MR. PHILLIPS: - a pregnant woman begging goes a long way.

INSPECTOR STRAWN: Alright. I have no opposition to a 60-day extension.

MS. CALHOUN: Thank you. I'm sorry.

MR. PHILLIPS: Any Board discussion? Motions?

MS. HALE: Okay, I move for a 60-day extension.

MR. PHILLIPS: Second by anyone?

MR. HEGUABURO: Second.

MR. PHILLIPS: There's been a motion and second for a 60-day continuance on this matter. All in favor say aye.

Mr. Kerney, Mr. Jarrett, Mr. Holland, Mr. Heguaburo, Ms. Hale, Mr. Phillips: Aye.

MR. PHILLIPS: All opposed? Motion passes.

MR. BARRANCO: And I'm going to -

MS. CALHOUN: Thank you very much.

MR. BARRANCO: - I abstained from that one, guys.

MR. PHILLIPS: Is that one abstention?

MS. CALHOUN: Thank you.

MR. PHILLIPS: Will you be here in 60 days Hope?

MS. CALHOUN: I will be here. I'm not due 'til January. For the record, I'll be around. I will not give birth in 60 days.

3. Case: CE08080956

[INDEX](#)

Christopher Harris

2011 SW 36 Avenue

MS. PARIS: Our next case will be on page four, this is a new business case at the bottom. It's Case CE08080956, the inspector is Gerry Smilen. Case address, 2011 Southwest 36 Avenue. The owner is Christopher Harris.

We have service by posting on the property 9/15/08 advertised in the Broward Daily Business Review 9/26/08 and 10/3/08. Certified mail to the owner returned, attempted not known. Certified mail to the owner, care of Walter Harris signature illegible. Certified mail Citibank NA as Trustee for the Merrill Lynch Mortgage Investment Trust received no signature.

Certified mail Mortgage Electronic Registration Systems Inc., received by MERSCORP, Inc. 9/15/08. Certified mail Electronic Data Systems Corp. as Registered Agent for MERS, signed by Tremayne Pearson 9/15/08. Certified mail to Ownit Mortgage Solution Inc., returned unable to forward. Certified mail to Echevarria, Codillis & Stawiarski, signed by Julio Rodriguez 9/15/08. Certified mail to the Tenant in Possession no response.

INSPECTOR SMILEN: Good afternoon Board. Congratulations Mr. Phillips on your new appointment.

MR. PHILLIPS: I'm not going to let the power get to me.

Believe me, I'm still the humble guy that I am.

INSPECTOR SMILEN: Okay. You're humble.

MR. PHILLIPS: I remember my roots.

INSPECTOR SMILEN: Gerry Smilen, Fort Lauderdale Building Inspector, presenting Case number CE08080956 at 2011 Southwest 36th Avenue. The following violations do exist:

FBC 117.1.1

THE SINGLE FAMILY DWELLING HAS BEEN SUBSTANTIALLY DAMAGED BY FIRE AND HAS BECOME A WINDSTORM HAZARD. THE BUILDING HAS BECOME UNSAFE.

FBC 117.1.2

THE CARPORT HAS BEEN ENCLOSED WITHOUT OBTAINING THE REQUIRED PERMITS. A CERTIFICATE OF OCCUPANCY WAS NEVER ISSUED.

FBC 117.2.1.1.1

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

FBC 117.2.1.1.2

THERE IS A MASSIVE AMOUNT OF DEBRIS ACCUMULATED ON THE SOUTHWEST SIDE OF THE PROPERTY.

FBC 117.2.1.2.1

THE FOLLOWING BUILDING COMPONENTS ARE HANGING LOOSE OR LOOSENING BUT MAY NOT BE LIMITED TO:

DRYWALL CEILINGS

INSULATION
A/C DUCTS
CABINETS
ELECTRICAL WIRING
STUCCO
ROOF FRAMING
AWNINGS
GUTTERS
AND DOORS

FBC 117.2.1.2.3

THE ROOF TRUSS, ELECTRICAL, PLUMBING, AND
MECHANICAL SYSTEMS HAVE BEEN PARTIALLY
DESTROYED BY FIRE.

FBC 117.2.1.2.7

THE SWIMMING POOL WATER IS BLACK AND IS
HAZARDOUS TO HUMAN LIFE.

FBC 117.2.1.3.1

THE FOLLOWING INSTALLATIONS WERE DONE WITHOUT
OBTAINING THE REQUIRED PERMITS:

A/C CONDENSING UNIT
PLUMBING FOR OUTDOOR WET BAR
PREMISE WIRING FOR ENCLOSED CARPORT
FRONT DOOR OVERHANG

I would like to enter some visual pictures of the
property in question.

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

Mic lady, please. Thank you.

Okay, here we're showing the front of the building right here, there was damage and this window was boarded up. This overhang in the front here is illegal. That was done without a permit. It's showing up right over here, you can see.

Here is the pool in question right here, which shows that it has its own little ecosystem going on. The fire damage, this area here is just guarded by open wrought iron gates.

Here's a better shot of the pool. Right here, you can see the coloration. Here's the condensing unit that was installed without a permit. As you can see the fire has melted the gutters that came along the overhang here.

This is the interior of the residence here as you can see, fire damage all around. This one, more fire damage. Substantial damage to the structural integrity of the roof truss system as you can see the charring. And here's a little more right in here as you can see, this is an upper cord of a truss right here.

More evidence of the damage to the roof truss system. This used to be a kitchen. A lot of these are repetitive I just, oh, I did want to show the roof decking here, how that was severely damaged as well, so it wasn't just the trusses, it did go all the way through.

Here is the debris that still remains to this day on the side of the house right here. And some illegal plumbing work that connected into the sewer line. This right here was the wet bar that was added in without a permit. This right here, you can see, this is the back of the carport that was enclosed illegally. You can see the beams still sticking out.

The way it stands today, this gate is still open and there is access to the backyard where the pool is completely open with the black water. So that does present again, a threat to human health, it's a health hazard.

MS. HALE: Did this fire occur in July? That's when you had the date on those pictures.

INSPECTOR SMILEN: I'm not too sure when the fire happened; I was not there for the actual fire inspection. I just was, the case was handed over to me after the fact.

MR. PHILLIPS: Mr. Smilen, how does, if there's a fire, does the Fire Chief notify the Building Department and Code Enforcement, or Unsafe Structures? I'm just wondering how, this must happen a lot with fires.

INSPECTOR SMILEN: Well, in most cases when there is a fire we're usually notified to come out there and do an inspection and give our opinion on the structural damage, if it's necessary to evacuate people. I've had cases where I've gone in there where we've had multifamily situations where we've had to determine whether it was okay for other people to

go back in their units, even though there was a fire in only one unit, so -

MR. PHILLIPS: It would be kind of fast tracked to the Unsafe Structure consideration through your office?

INSPECTOR SMILEN: Well, not Unsafe Structures necessarily, it depends what it is. In this particular case here, this house here is, in my opinion, damaged beyond repairing it and restoring it. But there are a lot of times where insurance companies will come in and they'll repair it and they have a full intention of restoring everything to the original condition.

MR. PHILLIPS: Okay, thank you.

INSPECTOR SMILEN: Okay, here we're showing the original plans, and it shows where the carport is, or was, right here, and there was never a permit obtained to enclose this.

And this is the original plot plan that was used when the house was built and again, we're showing here is the carport right over here. And again, no permit to enclose it.

And that's, the City is requesting a motion for demolition.

MR. SMITH: Good afternoon.

MR. PHILLIPS: Please state your name and relationship to the respondent.

MR. SMITH: My name is Stuart Smith, and I'm an attorney and I am attorney for the lender on the property, which is in

the process of foreclosing on the property. The foreclosure judgment was entered this year in February, but the foreclosure sale did not take place because of a, basically a recalculation of the amounts due based on some insurance proceeds that were being held back.

So a new hearing to amend the Final Judgment of Foreclosure to correct the amounts due, the legal amounts due, is set for December 2nd, this coming December 2nd, and we anticipate a foreclosure sale to take place within 30 to 45 days after that.

We expect that the demolition or acknowledge the condition of the property, and given the valuation and the current economic situation, we expect that there will be no other bidders at the sale and that the bank will be the owner of the property. And that's really the impetus for me being here.

The bank has no legal right at this point to take on the inevitable responsibility. They will not obtain that legal right until the foreclosure process is completed. And as I said, I, we expect the bank to be the sole and successful bidder at the foreclosure sale.

So in an effort to mitigate the expense and in keeping with what this gentleman suggested before, while I'm not disputing the facts, I just ask that any actual date be put off 'til sometime at the end of January because of the fact

that there is just really no realistic way to see the lender, whom I'm here on behalf of, obtaining title and therefore the legal right to cure the problem until that time.

And I understand that there is a public safety issue with regards to the pool. But, and I would even suggest that under different circumstances taking some type of limited action in that regard. But again, my client has no legal right to do that because until such a document issued by the clerk saying that they're the new owners, which I expect will happen, is issued, they're not vested.

So I'm just asking for a delay in the ultimate City action of demolishing it by itself instead of allowing my client to do it. They are assessing bids.

MR. PHILLIPS: Any questions of Board members? Pat, I think [inaudible]

MS. HALE: Yes. Ginger?

MS. WALD: Yes?

MS. HALE: Why, yes, question.

MS. WALD: Yes.

MS. HALE: Alright, so the bank doesn't own this property yet and it won't until December 2nd when they have the foreclosure sale.

MR. SMITH: No, actually the sale - I'm sorry to interrupt - but the hearing is in December, so we expect the sale is typically scheduled 30 to 45 days after that.

MS. HALE: Oh, okay, sorry.

MR. SMITH: Given today's environment - I do a lot of foreclosure work - what we call the 30-day sale is now effectively 60 days because the clerk is so overwhelmed.

MS. HALE: Yes.

MR. SMITH: So if we enter a judgment in December, I'm not expecting - I'm not expecting the title to -

MS. HALE: I thought that's when you said the sale was. Okay.

MR. SMITH: Yes, the sale probably in late January, early February.

MS. HALE: So effectively, who owns this property and who can do something about that pool? Oh, wait a minute, we have a hand waved behind you, Ginger.

MR. PHILLIPS: Mr. Smilen?

MS. WALD: One second, let me answer the question first. Ginger Wald, Assistant City Attorney. Right now the owner of the property is the respondent that is listed and that is still the legal owner of the property and that's why the property is in the name of that owner. That being said, that is the proper owner and that is who we bring the case against, legally that's how it's done.

As to some of the comments that were made, well, every mortgage is different; most of them are about basically the same. Some mortgages do give the rights to the lender, the

bank or other companies to go onto the property and secure the property and keep the property in good order; some don't. So whether the lender in this case has the authority and the right under the mortgage to do so or not do so, that's for them to make that decision, we don't get involved, obviously, in the contract matters.

But, the case is brought against the legal owner of the property. The legal owner of the property is still the person that owns it until there is an actual sale. Now this was stated by Mr. - I forgot your name, I've met you before.

MR. SMITH: Smith.

MS. WALD: Mr. Smith. This matter has to go back in front of the Court for Final Judgment due to their calculation error.

He is correct; these sales are not being set like they used to be within 30 days. The ones that I've been seeing lately are 60 and 90 days because of the amount of foreclosures and the Clerk of Courts' office is so far behind and backed up. But again, that is just the statement, legally. And I'll let Mr. Smilen go ahead and answer since he had his hand up.

MR. PHILLIPS: Gerry, do you have something you want to add to us?

MS. HALE: The swimming pool.

INSPECTOR SMILEN: Sorry?

MS. HALE: The swimming pool.

MR. PHILLIPS: You want to add something?

INSPECTOR SMILEN: Yes, the swimming pool. And I'm glad you brought that up because -

MS. HALE: Good, is that what you wanted to -

INSPECTOR SMILEN: Yes, yes, that's why I was raising my hand. That, I think the swimming pool is the main concern of the City and everybody right now.

MS. HALE: Yes.

INSPECTOR SMILEN: I mean, if whatever the procedures take to find out who's going to end up owning it, who's going to be responsible, that's something we can delay a little bit. But as far as my contact with this house and what I've experienced, there is a property manager called Safeguard Properties that I've spoken to, and they have come and they have done things to the property.

For instance, they did lock up the property, because there was a door that was open, there were vagrants that were in the house. They were able to take care of that. I would be more than willing to call them up and see if I can get them to go over there and drop some chemicals in the pool, drain the pool, whatever we can do, and close up that fenced area so at least the whole area is protected. So it's safe.

MS. HALE: That sounds very good. Now, who pays Safeguard, is it Mr. Harris or Mr. Smith? I mean indirectly,

through the bank.

MR. SMITH: I have a feeling -

MS. HALE: You have a feeling.

MR. SMITH: I'm parachuting into this, but I have a feeling that it's going, it's not going to be the property owner that's being foreclosed.

MS. HALE: I don't think so.

MR. SMITH: So it's going to be the, it's the bank, the lender.

MS. HALE: Right.

MR. PHILLIPS: Any other questions, Board members?

MR. JARRETT: I have a question. I have a question of City Attorney. Ginger, I'm not clear, we've had this discussion before whether or not we could make a motion on a property in foreclosure. At what point is that threshold where we can't make a move against it? Is it not technically in foreclosure right now?

MS. WALD: Yes. First of all, to answer your legal question, yes, you can move forward. The foreclosure action is a legal action that's not binding on this Board.

Now, as you know, we notice every interested, potential interested party when we do the title searches, before bringing the cases forward in front of the Board. So, they know, because we know that they potentially have an interest, that something could happen, that something's wrong with this

property.

A lot of these properties that you're seeing are going to be in foreclosure. But remember again, the reason that they're being brought in front of the Board is because of the condition of the property and being in violation of the Florida Building Code. So legally, yes, you can move forward.

As to the question dealing with who ultimately pays, again, as you know, if the owner or whomever wants to step in and take care of the property or if you order a demolition to demolish the property, if they don't do that then the City does take, because you order the City to take on that obligation, the City then incurs the cost. The City, of course, then files a lien.

Now, sometimes the liens are enforceable and sometimes the liens aren't enforceable. But that really doesn't matter as to your decision-making. You have to take these cases at the decision you need to make and the decision that you need to make on these cases is whether they are a violation of the Florida Building Code and whether you do want to put a motion in to demolish or not demolish or provide extensions of time.

MR. PHILLIPS: Thank you Ginger. Any other questions?

MR. JARRETT: I have one question for the inspector. Do you consider it a hazard beyond the pool; is the house a hazard too right now?

INSPECTOR SMILEN: The house at this point is locked up

so we're okay there. My main concern is the water and the breeding of what's going on inside the dirty water of the pool and the fact that you can just walk in on the side. The fence is - the whole property is fenced in all the way around except for in the front where it's open. There, it was closed off at one time; somebody knocked it down. I feel that I have a good shot at getting this property management company to come in there, drain the pool or put chemicals in there and put that fence gate back up and secure it and then I think we'll be, it'll be of a safe situation.

MR. JARRETT: I'd be ready to make a motion.

MR. PHILLIPS: I have a question for Mr. Smilen.

MR. HOLLAND: Well, I have a question.

MR. PHILLIPS: Oh, a question.

MR. HOLLAND: I see windstorm hazards in those photos; can you address how some of those would be secure? Because I think the key word about this Committee is safety. And not so much the fiduciary aspects of ownership.

INSPECTOR SMILEN: Well, I have to put it to you this way: whenever you have any type of a fire, any damage to a house, you're going, and you have structural damage, it's always, in most cases it will be a windstorm hazard just because of the fact that you have areas that are not as strong as they used to be and they're not up to what the structural integrity that they had before. Although there are also

houses that don't have any damage that were built so long ago, and they probably wouldn't fall into that category either.

In this particular case, I think that obviously the absolute solution is to knock the building down and not have it there at all. But with the legalities and everything, I would feel comfortable if we could just secure the area. I don't think it's going to be a threat to any life.

MR. HOLLAND: Now, when you say 'secure' it sounded like from entry and things. There's gutters hanging off, there's, we're not out of hurricane season, we have heavily compromised trusses and I think if you look at the age of the structure, it appears that it's headed for an ultimate total knock down and rebuild.

INSPECTOR SMILEN: Oh yes.

MR. HOLLAND: And I think we've got an obligation to adjacent homeowners and further on against windstorm. We're tailing off on the end of the season, but I have a grave concern about that. I think the ultimate disposition of this is going to be a knockdown.

INSPECTOR SMILEN: Well, I -

MR. PHILLIPS: Mr. Smilen, do you know when this fire took place?

INSPECTOR SMILEN: No. I certainly don't.

MR. PHILLIPS: Mr. Smith do you know?

MR. SMITH: No sir.

MR. PHILLIPS: Well, you mentioned something before about insurance. Was there fire insurance that was payable that is in between the homeowner and the bank in terms of who gets it?

MR. SMITH: Correct. I imagine the -

MR. PHILLIPS: How much was the fire proceeds [inaudible]?

MR. SMITH: I have no information. I just would know that the insurance policy would have a loss pay provision indicating that the lender would be prioritized in getting paid back before the homeowner in order to pay back the lender as much of their collateral as they could get.

MR. PHILLIPS: So the lender, at the very least, is going to get some part or all part of that check, and -

MR. SMITH: Well, that's the purpose of -

MR. PHILLIPS: - why, I'm just wondering why that money wouldn't be used or why you couldn't go to the judge and say look, let's use some of this to secure the property so the City doesn't have to undertake that expense.

MR. SMITH: We're of the same thinking. In hearing the discussion and all that, and in learning of the cooperation with this property management company, I think that the most prudent course would be to enter an interim, well, I would obviously ask for a delay 'til sometime in February to ultimately get the property demolished or even further, because as I said, when the actual title vests with my client

will be - I expect with my client - will be at that point in time, given the current economic conditions and the backlog with the Clerk.

But as a more, to address the immediate concerns of public safety, if there was an order made generically - when I say generically, I mean towards the homeowner considering that my client isn't the homeowner - indicating that within a certain amount, obviously short period of time, there be a securing of specific issues like the front gate or removal of a hanging gutter or something of that nature that, in that event that we can still forestall the ultimate demolition order.

MR. PHILLIPS: Well, it just seems a reality nowadays, the property is much less than the value of the mortgage, people are walking away. The homeowner may, probably doesn't even care, his health, the fire insurance to the bank, the bank may not want to get this back and deal with it. So if we were to do a generic order to the homeowner, that's not going to accomplish going over, getting this place safe and secure.

MR. SMITH: Well, I would suggest that, when I said that I meant, I used the word generic to say that yes, it would be towards the homeowner and yes, the homeowner is clearly not going to follow it. But it's obvious from the actions to the date, given that the property has gone from being completely open to being somewhat secured that there is a confident

relationship expressed by Mr. Smiley that if you were to issue an order that such action take place, I would obviously report that back to my superiors and client and get this done.

And then that would alleviate your immediate concern and would justify the delay ultimately in the carrying out of the demolition which we all know is going to be the final outcome or final resolution of this problem.

MR. PHILLIPS: Would you be willing, if we were to continue this to, since you're, are you the attorney of record in the foreclosure?

MR. SMITH: Among, it isn't, by affiliation.

MR. PHILLIPS: What firm are you with?

MR. SMITH: I'm a solo practitioner in Fort Lauderdale, but the firm that you spoke of that was announced in service of process, Echevarria, Codillis & Stawiarski, is the law firm.

MR. PHILLIPS: Where are they located?

MR. SMITH: They're located in Tampa.

MR. PHILLIPS: Okay, it's like a, it's like the Florida Foreclosure Group?

MR. SMITH: It's called the, alias the Florida Default Law Group, yes.

MR. PHILLIPS: Well, I think practically it's always good to follow the money and if you're going to be defending, going for the motion in January, I don't know why you, if we were -

MR. SMITH: Well, it's actually December 2nd, and I'm sorry to interrupt you, but I wanted to just point out that the, that again I'm, it's a little bit of conjecture, but it's informed conjecture, that the monies have already are being applied such that the February judgment is too high because if you take the insurance proceeds and put them against the indebtedness you're going to lower the indebtedness, so -

MR. PHILLIPS: That's my point exactly. I think that, I feel, I think some of the money should be used to secure this place -

MR. SMITH: I agree

MR. PHILLIPS: [inaudible] the trusses, to clean up the pool, rather than just drop down a bank's principal outstanding balance [inaudible].

MR. SMITH: Well, what they're going to do is ultimately, if you make this order, the bank or its representatives are going to spend the money to comply. However it's paid it's kind of apples and oranges, has nothing to do with the foreclosure action.

I'm just simply stating that if you enter the order, the bank will continue with the course of action that's taken place so far. You certainly have gotten a confident statement from Mr. Smiley that he has a good relationship with the management company and that this will take place.

MR. PHILLIPS: Well that would be small consolation to

some little child falling in that pool between now and then.

MR. SMITH: Obviously.

MR. KERNEY: Mr. Chairman, I disagree. This gentleman's going to stand here and tell us that the bank's going to spend money on a house that they're going to ultimately tear down anyway. We're wasting our time here with this as we have in the past. The bank has no interest at all in rehabbing this property. They're going to tear it down. So why are we waiting to do that. Why are we not entering a motion to demolish and be done with this thing and remove the hazard. What do we owe the bank, and what do we owe this gentleman?

MR. PHILLIPS: Why don't you go ahead and make said motion?

MR. SMITH: I -

MR. KERNEY: I will do that. Sir, hold on just a second. I move that we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days and that we order the City to demolish the structure should the property owner fail to timely demolish. Such demolition to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

MR. PHILLIPS: Thank you. We have a motion.

MR. BARRANCO: Second

MR. PHILLIPS: Any second?

MR. HOLLAND: Second.

MR. PHILLIPS: Any further discussion?

MS. HALE: Yes.

MR. PHILLIPS: Pat?

MS. HALE: Because that doesn't solve the problem of that darned pool back there.

MR. KERNEY: It will when they demolish it.

MS. HALE: Well, yes, but you've got 60 days to demolish a pool. In other words, this is going to be, could be 60 days long, and in 60 days, you can lose a lot of kids in a backyard in a green pool or a black pool now with things growing in it. Isn't that the neatest little plaything you ever saw? I might get frogs and things in that pool. And fall in, they'll never find you.

MR. PHILLIPS: Attractive nuisance.

MS. HALE: So, I think that we have to add an addendum to your motion.

MR. KERNEY: We can't.

MS. HALE: That that pool -

MR. KERNEY: Not that I'm aware of.

MR. KERNEY: We can't add an, all we can do -

MS. HALE: We did before with the pools, we added an additional thought -

MR. KERNEY: Maybe the City Attorney can answer to that.

MR. HOLLAND: We can have a condition on the motion that-

MS. HALE: Yes, we did them in the past.

MR. HOLLAND: And I could offer it -

MR. PHILLIPS: One person at a time. Go ahead.

MS. WALD: What's the addendum?

MR. HOLLAND: Is it addendum or condition of the motion?

MS. HALE: What do we call it?

MR. PHILLIPS: Special condition.

MR. HOLLAND: I was trying to use condition, but -

MS. WALD: It depends. Ginger Wald, Assistant City Attorney. It depends how you want to do it. The motion's been made; it has been seconded. You're having a discussion on it. The motion can be voted on or you can request to do an addendum to the motion. And of course then that can be seconded and then voted on.

MR. HOLLAND: Thank you.

MS. WALD: So those are your options.

MR. KERNEY: I -

MS. WALD: But you've got to tell me which options you [inaudible].

MR. KERNEY: I would be curious to know what the addendum is.

MR. PHILLIPS: Before we amend the motion, what is the suggested condition that you'd like amended to this motion?

MR. HOLLAND: Okay, question for staff, could you please remind us of what services or ability to secure the property for entry to the pool area has been experienced in the past

under these conditions?

INSPECTOR SMILEN: Well my experience was with the property management company, which was Safeguard Properties. I could call them and if they cooperate, which I don't see why they wouldn't, they've been pretty quick over there, we can get them to put the gates back up, secure the fence and either drain the pool or - I don't know that draining the pool would be such a good idea, but at least put chemicals in the pool to neutralize the bacteria and what's growing, to kill everything in there.

MR. KERNEY: Who's going to pay them?

MR. HOLLAND: The management company.

INSPECTOR SMILEN: I don't know. The last time I called them, they came right out. I don't know who's paying them; I have no idea.

MR. KERNEY: Well, we're going to demolish the house. Who's going to pay them to go out and secure the pool until the demolition happens?

INSPECTOR SMILEN: Well I imagine wherever they got the money to secure the house before.

MR. KERNEY: I guess this is where I'm going with this. How can we enter an order for demolition and say, are we asking the City to go out and secure the pool until the -

MR. HOLLAND: I think we're on new ground here, I think normally the standard motion has been meant to demolish

everything identified in the violation, which often includes the pool. If this is an effort to try and conserve the equity in the pool - I don't know how close to the structure it is - it gets a little dicey, depending on proximity to the structure. And we don't know, because of the black water, just what condition this pool was in, but judging by the general age I would say it's probably destined for demolition also.

MR. KERNEY: My motion wasn't piecemeal; my motion was to demolish the entire property.

MR. HOLLAND: Right, and I'm comfortable with that, in seconding the motion. I think we're entertaining, consideration for the time difference between the pool actually being demolished or secured in some other way, which I think is a good point that is brought up.

MR. PHILLIPS: I have a question of our attorney. We can't demolish something less than 30 days.

MS. WALD: Less than 30 days? No.

MR. PHILLIPS: Less than 30 days.

MS. WALD: No, you cannot.

MR. PHILLIPS: So Pat's suggestion, and I think it's well-placed, is can we do something even of an emergency nature faster, but I don't think that's within our jurisdiction. That would be probably some other fire building code of the City were it to do that. I don't really think we

have the ability to say, fix that fence tomorrow afternoon through the management company.

MS. WALD: Yes, you do not. You only have the - you can go longer than 30 days; you cannot go less than 30 days. The only person, really, within the City that can go ahead and when we say order, take the authority to do so would be the Building Official, Curtis Craig.

On an emergency basis, if he deems that it - and it doesn't even have to be in front of this Board, by the way - if he deems that it's an emergency basis, and you'll probably have seen him done it, do this in the past with buildings that may have been burned down and they're just sitting, the shell, to order, on an emergency basis, to be demolished, to be torn down. And then of course the City does go in. That's the emergency basis. No, you do not have the authority.

MR. HOLLAND: And then that service can be liened, and the incentive for the management company would be to get in and do it themselves, as I would see it.

MS. WALD: We can conjecture, and again, you can discuss whatever you want to discuss. I don't want to limit your discussion in that regard. The only authority that you have and the only thing that you can order is specifically against the owner and that's why I think the questions were good questions as to what authority do we have.

It's against the owner and you all know, because this is

a foreclosure case, that that person has no interest probably anymore because there already was one Final Judgment that had to be amended for a new Final Judgment and that's the case that's going forward in December because of some mathematical errors.

MR. HOLLAND: Are we allowed to have a separate motion in the judgment for this case or do we have to amend the first motion?

MS. WALD: Okay, the motion that is pending, that you have right now, if you're not going to put any amendments on it -

MR. PHILLIPS: [inaudible]

MS. WALD: - because it's already been seconded, you can vote on that one. If that fails, then of course there can be another motion that's entertained or you can go ahead and do an amendment, which is what I thought you were doing before.

MS. HALE: Yes.

MS. WALD: But you haven't gotten there, and then you can see if that's seconded. So, as a point of order, those are your choices.

MR. PHILLIPS: Okay, ready to vote on the motion?

MS. HALE: No.

MR. SMITH: Can I make a statement, just -

MR. KERNEY: No, we've got an open motion on the floor.

MR. HOLLAND: Mr. Chair, at the last meeting we

determined it's the Chair's discretion.

MR. PHILLIPS: Okay, I'll let Mr. Smith [inaudible]

MR. SMITH: Just briefly, I'm not here disputing that this place has to be torn down. I'm just saying put an incentive, if Mr. Smiley obviously has the discretion, obviously the judgment we all trust, say that it should be demolished within 30 days if that's what you want. But it could otherwise be extended out at Mr. Smiley's discretion if the health hazards that we're talking about are cured, or at least abated.

MR. PHILLIPS: That's a good point. I think that's something that you should go back to your office, call up your client, get their loss mitigation, take 5 or 10,000 of those insurance proceeds, hire someone to get this cleaned, a pool company, fix the fence. Your judgment will be the same or might be a little higher or lower, but you're going to get it back anyway.

The burden is really upon you and your client. You've gotten money from the fire insurance; use it to secure the property and then -

MR. SMITH: I'm not disputing that.

MR. PHILLIPS: - the place will be demolished or it won't be demolished.

MR. SMITH: Absolutely.

MR. PHILLIPS: It may be worth more at a foreclosure

auction to have the building as it is, that some contractor, an engineer may be able to renovate it. That's conjecture at this point, but we, but it's you and your client that needs to secure the property.

MR. SMITH: I have no doubt, I have no dispute with what you're saying. I'm just asking that the ultimate, that the 30 days that's been expressed in the motion just be delayed 'til a date after February provided the that there is some, whoever does it, that there is some securing of the property in the health, for the health issues that we've spoken about.

MR. KERNEY: Mr. Chairman?

MR. PHILLIPS: Yes?

MR. KERNEY: If we were to delay this, as this gentleman is asking for, and he goes back to his client and his client says, no way, I'm not putting any money in that, now we're another 30 days beyond where we were, where we're at.

Would it make the Board members that are, that seem to be objecting to the motion, would it make you feel better if I was to ask Gerry that when we order a motion for demolition that he go back to the Chief Building Official and ask for some sort of emergency action -

MR. HOLLAND: Yes.

MS. HALE: Yes.

MR. KERNEY: - to take care of the pool. Because we're going to demolish the property, but this pool's going to be

hanging out there for could be up to 60 days.

MS. HALE: That's right. That's fine.

MR. KERNEY: Gerry, would you be willing to go back to the Building Official and ask him to take some emergency action on the pool?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. Of course; I could never say no to you Patrick.

MR. HOLLAND: So -

MR. KERNEY: Call the question Mr. Chairman.

INSPECTOR SMILEN: I just want to top that off by saying I could only ask

MR. HOLLAND: Right.

INSPECTOR SMILEN: And I will ask.

MR. PHILLIPS: I don't think technically, we have that ability to add it. But anyway, is everyone ready to vote on the motion that's been seconded?

MR. HOLLAND: Yes, and I think we're looking towards voting no to get another motion in there amended.

MR. PHILLIPS: Okay, all in favor of the motion say aye.

MR. KERNEY, MR. HEGUABURO, MR. PHILLIPS, MR. BARRANCO:
Aye.

MR. PHILLIPS: All no?

MS. HALE: Do we want 'no' or 'not?' You're asking me?

MR. PHILLIPS: Motion passes.

MS. WALD: Wait, wait, wait, how many [inaudible]

MR. BARRANCO: You want a show of hands?

MR. PHILLIPS: Okay, let's do a show of hands.

MS. WALD: You could do a roll call.

MS. KETOR: Okay, we need to know yea or nay. Joe?

MR. HOLLAND: I, this is -

MS. HALE: We'll do an amendment then too.

MR. BARRANCO: Hold on -

MS. HALE: But you said we can't do that because -

MR. BARRANCO: We just had a motion to demolish and we had a vote on a motion to demolish.

MR. PHILLIPS: We can just take a roll call; who voted for the motion?

MS. WALD: Excuse me. Why don't you just restate what the motion was, so they remember what they're voting for.

MR. PHILLIPS: Well he read the motion that we find in favor of the City that there's, the violations exist and that we order the property owner to demolish the structure within 30 days and the City to so demolish it, should they fail to timely demolish it, the demolition to be accomplished by a licensed demolition contractor. The motion was your standard 30-day demolition motion.

MR. BARRANCO: Correct.

MR. PHILLIPS: That was [inaudible]

MS. HALE: But you said we couldn't add anything because-

MS. WALD: What I said was that you had two choices after the motion was seconded. You could move forward with the motion as is and vote for it yea or nay, see if it carried or didn't carry. Or as the motion was you could go ahead and you can do an amendment to the motion.

MS. HALE: Now?

MS. WALD: I didn't hear an amendment to the motion you've already called the question.

MR. HOLLAND: Prior to voting, yes.

MR. HOLLAND: Okay, at this point, I think -

MS. WALD: You've already called the question. The problem is you've already closed out on it, so now you have to vote on the motion.

MR. PHILLIPS: I believe we already did and we're going to take a roll call.

MR. HOLLAND: I, starting at this end, I vote no.

MR. PHILLIPS: No? Okay.

MR. BARRANCO: Yes.

MS. HALE: No.

MR. HEGUABURO: Yes.

MR. JARRETT: I'm confused about what were voting on.

MS. HALE: Of course you are, everybody is.

MR. PHILLIPS: In other words -

MS. HALE: All we want to do is get the green pool clear again.

MR. JARRETT: I'm abstaining.

MR. PHILLIPS: Abstain.

MS. HALE: Or drained.

MR. KERNEY: Yes.

MR. PHILLIPS: Yes. The motion passes.

MR. HOLLAND: Please move quickly.

MR. PHILLIPS: Pat, what you're referring to was Ginger said we didn't have the ability -

MS. HALE: That's right, that's what she said, so, what was the difference?

MR. PHILLIPS: - to order something less than 30 days. So there's no amendment that really could have done anything.

MR. HOLLAND: We were trying to get the amended request for the emergency action in.

MR. PHILLIPS: But we have no jurisdiction in that.

MR. JARRETT: I think, what we're doing is we're confusing an order to demolish with conditions that we can put on an extension. Had we given the gentleman a 30-day extension we could have ordered the pool to be -

MR. HOLLAND: No, I disagree, respectfully,

MR. JARRETT: We did that before.

MR. HOLLAND: - it wasn't about extending, it was about getting an immediate action.

MR. PHILLIPS: It was about getting it shorter. We don't have any -

MR. JARRETT: No, that was the second discussion; I'm not talking about the first discussion. But I think we're getting the two things confused, that's -

MS. HALE: I'm sort of with you on that.

MR. JARRETT: You can put conditions on a 30-day extension or a 60-day extension. You can say that they must report, have the building inspector, but you can't put conditions on the demolish, or demolition.

MR. PHILLIPS: Correct. Yes, but we don't have any authority to ask the Chief Building Official to do something quicker; we can only do demolition or not.

MR. JARRETT: No, we can ask as a Committee, we can, we just did.

MR. PHILLIPS: We can ask, but it's -

MR. JARRETT: And I'm sure Gerry will follow through with that.

MS. HALE: It's unfortunate -

MS. WALD: Wait, there's a problem with the roll call as to the vote.

MS. HALE: She didn't get the roll call, so we've got to do it again.

MS. WALD: She didn't get it right

MR. PHILLIPS: Okay.

MS. WALD: She missed one, so -

MS. KETOR: Patrick says?

MR. KERNEY: I was yes.

MS. KETOR: Thornie?

MR. JARRETT: I abstained.

MS. KETOR: Hector?

MR. HEGUABURO: Yes.

MS. KETOR: Jack?

MR. PHILLIPS: Yes.

MS. KETOR: Pat?

MS. HALE: No.

MS. KETOR: John?

MR. BARRANCO: Yes.

MS. WALD: Four.

MS. KETOR: Joe?

MR. HOLLAND: No.

MS. WALD: Four to two, okay, sorry.

MR. PHILLIPS: Ginger, can you help us a little bit here?

MS. WALD: Yes. Alright, well, let's do the first thing.

The first thing is point of order, motions, amendments and all that, okay, because that's any board.

The issue in that regard is you've got a motion, you've got a second, you can have the discussion. Now, if somebody wants to amend that motion or, what's the word you used?

MR. HOLLAND: Condition, add condition, that's an amendment.

MS. WALD: Condition, add to it, amend the order, it's

all the same. It's really the same terms; we don't specifically use Roberts Rule of Order, but if you want to amend it and you want to add something or subtract something from the motion, you can do that. And then if that's seconded then that can be heard. But what, but those were your two options. Well the problem was that actually wasn't done. You talked about it but you didn't add it.

MR. HOLLAND: Right.

MS. WALD: And then the Chair -

MS. HALE: I thought we had to vote on that amendment first and then we added to it.

MS. WALD: No, no, no, no, no. No. You didn't actually, you didn't actually, you talked about it and you had it in a discussion: should we do it, shouldn't we do it, but it was -

MS. HALE: I'd have been happy to have done it.

MS. WALD: Okay, but it was never actually made, so when it, after you had the complete discussion and it was called, then it was called on the original motion -

MR. HOLLAND: Exactly.

MS. WALD: - and that was second. And any time, Ms. Hale, anytime that you have, you're not really sure, stop the Chair and ask the Chair - anybody, not just you, obviously - anybody, stop the Chair, because they're in control, and ask the Chair, what exactly, what motion are we on, I want to amend that motion, before it goes to the vote. Because the

Chair controls -

MS. HALE: I can't stop, but after he read the amendment and we had a second on it I said, but wait a minute we still have the swimming pool issue.

MS. WALD: But there was no amendment.

MR. PHILLIPS: There was no amendment.

MS. HALE: And that's when you said, you have to have an amendment -

MS. WALD: Right.

MS. HALE: - but you have to have a vote, so we, ended up voting. I didn't -

MR. BARRANCO: My mic.

MS. WALD: Go ahead.

MR. BARRANCO: What confused everybody is, I think you were waiting for everybody to deny the motion and let the motion fail -

MS. HALE: That's what I thought -

MR. BARRANCO: - and start a new motion, so that was the confusion.

MR. HOLLAND: And that was my intent.

MR. BARRANCO: I didn't have a problem with the motion, I guess a few other people didn't have a problem with the motion, so, that's [inaudible] for us.

MS. WALD: See, and that's, see -

MR. BARRANCO: {inaudible}

MS. HALE: That's what I thought would happen and then we'd make the same motion.

MS. WALD: But it didn't, but see, like anything else in life, when you vote, don't vote, your candidate doesn't always win, well sometimes -

MS. HALE: But I voted. [inaudible] question.

MS. WALD: I know, but the majority didn't agree with you.

MR. HOLLAND: Yes, I would offer the lessons learned, we try to get the amendments in there, call it early and see if the motion -

MS. WALD: You've seen -

MR. HOLLAND: - and a second will attain the amendment.

MS. WALD: You've seen it a bunch of times with City Commission. It's the same thing, well, I hope it's going to work. Well, sometimes it does, sometimes it doesn't.

MR. PHILLIPS: Ginger, when we do the motion to amend though, usually it'll go back to the original person who made the motion and say, will you be willing to amend your motion.

MS. WALD: Yes, yes, that is correct.

MR. PHILLIPS: Otherwise you have to -

MS. WALD: Otherwise, you have to do the vote.

MR. PHILLIPS: Okay, otherwise you call the motion.

MS. WALD: Right.

MR. PHILLIPS: If it's denied, that motion denied, then

you go back -

MS. WALD: Instead you get a new one.

MR. PHILLIPS: - and say we'll do a new one. But in terms of amendment if we said okay, we want to amend and said we'd really like someone to call the Building Official to get that fixed in five days, for example, clean the pool -

MS. WALD: Okay.

MR. PHILLIPS: - first of all, I do not believe, based upon what you've said, that we have any authority to do anything less than 30 days.

MS. WALD: You don't.

MR. PHILLIPS: So I think this is much ado about nothing because we don't really have jurisdiction over 30 days.

MS. WALD: Yes. You don't.

MR. PHILLIPS: That's why his motion, he got right to the point.

MS. WALD: Right.

MR. PHILLIPS: So, the amendment would have been, well, we want to do an amendment to put a special condition. Anything less than 30 days we couldn't, we wouldn't have been able to do that.

MS. HALE: We've done it in the past. We've had two other swimming pools where we have given the people 10 days, if you'll remember, to drain and -

MS. WALD: But that's securing. But see, and here's the

difference. The difference is to demolishing and securing. And you have ordered in the past that they have to do super secure, I've heard that one before; super duper secure, I've heard that one before. Secure the pool because we don't want to tell them how to do it because if we start telling them how to do it -

MR. HOLLAND: Bingo.

MS. WALD: - then we run into all kinds of problems. But securing the pool and then you've provided them that time to get their act together. You haven't done demo, secure a pool, but you have done secure a pool, secure the house, put up a fence, what have you, but you've given them the extension of time to do what they need to do.

That's, you're correct, you have done that. And you could do a short period of time, you don't have to do 30 days for that, you could say, hey, tomorrow -

MS. HALE: No, we did it in five, I think five days.

MS. WALD: Remember the lady, what was the lady that kept coming back for the bank or whoever she worked for, that young lady that showed up almost every single time. Super duper secure, that was the lady. You told her, you've got to do this; you've got to do this; you've got to do this, and you gave her the extensions of time. That's because you provided them the time, but you can order conditions on that. Once you do the demolish, boom, demolish.

MR. HEGUABURO: If we order the 10 days then, and if they don't do it we've still got to wait another 30 to issue the demolition, right?

MS. WALD: Yes. You're going to have to come back here if you give the 10 days super secure come extension of time you've got another month because you only meet on a monthly basis to come back.

MR. PHILLIPS: But that's only if you give, okay we're going to grant you a 60-day extension before the other hearing comes up.

MS. WALD: Right.

MR. PHILLIPS: And in the meanwhile, you've got to secure.

MS. WALD: You've got this, this, and this.

MR. PHILLIPS: But I guess you really can't say we're giving you 30 day demolish but you've got to secure it in 10 days.

MS. WALD: Right. Because you're not the Code Board.

MR. PHILLIPS: Because what would -

MR. HOLLAND: And we can't even recommend, really.

MS. WALD: Right.

MR. PHILLIPS: Thanks for clarifying that.

MS. WALD: You can ask. Just, just like you, well, they've all disappeared. Just like you asked Gerry Smilen.

MS. HALE: [inaudible] asked anything else.

MS. WALD: Just like you asked Gerry. Say, will you, because you're concerned -

MS. HALE: Yes.

MR. HOLLAND: Yes.

MS. WALD: - will you contact Curtis Craig and tell him how bad this is. There's nothing wrong, he doesn't have to -

MR. HOLLAND: Right.

MS. WALD: - but you can ask him to do that because you're concerned.

MR. PHILLIPS: Yes. Just to clarify -

MR. HOLLAND: In the body of the motion?

MS. WALD: That's well, yes.

MS. HALE: No.

MS. WALD: But you -

MR. HOLLAND: On the record.

MS. WALD: You actually don't have the authority to do so, but you asked him, will you do that, yes I would, but that was not in your motion.

MR. HOLLAND: So, okay, so it doesn't have to be in the motion.

MS. WALD: That was not part of the motion.

MR. HOLLAND: It can be on the record but -

MS. WALD: No, that was not part of the motion.

MR. PHILLIPS: Ginger, just to totally confuse things more, could, let's say we want, hold on -

MS. WALD: I thought this was going to be a short one.

MR. PHILLIPS: Let's assume we wanted a real good motion, with teeth.

MS. WALD: Okay.

MR. PHILLIPS: Not to have to come back in 30 days and 60 days. What if a motion was we're going to order demolition in 30 days -

MS. WALD: Okay.

MR. PHILLIPS: - with a special condition that if they secure the pool within 10 days, then they come back and we can vacate that order.

MS. WALD: No. Because now you're prefacing an order with, you can vacate an order and you can't do that.

MR. PHILLIPS: We have no ability to vacate?

MS. WALD: No, you can't do it. John, Jack, it would be similar to saying, going in front of the Judge and saying, I want a judgment but what I want to put in the judgment is, this judgment is no good any longer if he pays me \$10 tomorrow. You can't do that.

MR. PHILLIPS: Well, there are purging language in -

MS. WALD: There's purging, but you can't do that. You do not have the authority to do that. It's a great idea, but you don't have the authority to do that.

MR. PHILLIPS: I'm just, like in the Code Board -

MS. WALD: Your hands, your hands -

MR. PHILLIPS: - when they do the Massey hearing and they finally impose lien.

MS. WALD: Yes, Code Board, totally different, they are authority -

MS. HALE: No.

MR. PHILLIPS: In that situation where you impose the lien the second time -

MS. WALD: Yes.

MR. PHILLIPS: - it runs in favor of the City, we're divested of jurisdiction.

MS. WALD: Right.

MR. PHILLIPS: I guess this is the question: once we order demolition, is that it for us?

MS. WALD: That's it for you.

MR. PHILLIPS: Could we ever, someone wants a rehearing or to set-aside demolition if something comes in that change [inaudible]

MS. WALD: Yes, you guys are done, they can file a motion for a rehearing and see here's where it gets kind of crazy because it's, you're quasi judicial, so we semi-follow the rules of civil procedure. And then you're also a Board, so we've got to follow the rules dealing with boards.

And I always like to err upon Rules of Civil Procedure because that's what really matters because if they want to appeal they're going to be ending up in Circuit Court anyway,

if they file that motion - I think we had one, where they went ahead and they filed a motion for the reconsideration within the 30 days and you heard it. I don't think you were on the Board Jack, but you heard it and you denied it.

Then they could appeal and they did, and that's fine. But you gave them that second chance at the apple, it was brought before the Board, they just denied it. So, that can be done.

It can always be appealed. Your, I'm telling you right now, you may not know it because you're not going to know it, but your cases have been appealed on demolitions and they are pending in Circuit Court. So keep that in mind too, you are the end-all, and when you do say order to demolish the property, it is out of your hands. It's done. After the 30 days, it's done.

MR. PHILLIPS: I guess a good rule of procedure for us then is no special conditions unless we've granted extensions to have the hearing or if we do an order of demolition, that's it.

MS. WALD: Right. Once you do the order of demolition, that's it. Because, look, if they go ahead and they pull the permits to demo, the City is done, because the City's going to expect that they're going to demo the property.

If they go, and let's say they could do this, and they pulled permits to make the repairs on the property because,

let's say it's just work without permits, and so on, so forth, then they can go ahead and do that, and if they're showing that the City's not going to go ahead and demolished property.

MR. PHILLIPS: Any more cases?

MS. WALD: The good part is, you have one more -

MR. PHILLIPS: Can I give him the Chairman again? He needs the Chairman.

MR. HOLLAND: No, we're rocking.

MS. PARIS: And our last case on page three is a new business case, CE08060890 and it's withdrawn. And that concludes our agenda for today.

MR. KERNEY: It's been a pleasure serving on this Board for so many years.

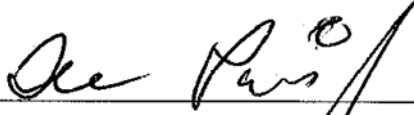
MR. PHILLIPS: We're going to miss you.

MR. KERNEY: This is a tough Board to serve on, I don't remember too many millionaires coming in front of us asking for help. It's all been poor people, it's, it really is a tough Board.

MR. HOLLAND: You get a great job Patrick, thank you for your help.

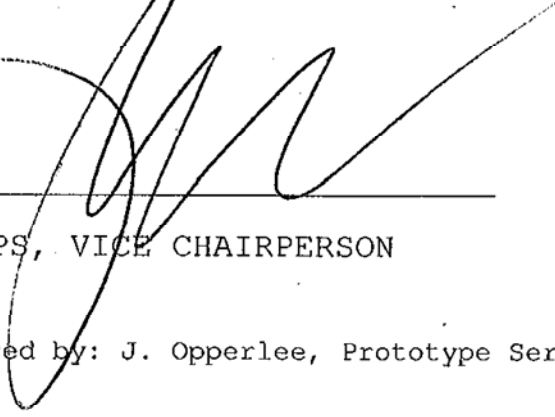
[Board members applauded Mr. Kerney]

[Meeting concluded at **4:12** p.m.]



Dee Paris

BOARD CLERK



JOHN PHILLIPS, 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 October 16, 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 October, 2008.


ProtoTYPE, INC.



JAMIE OPPERLEE
Recording Clerk

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

DATED this 25th day of October, 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