

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

<u>Board Members</u>	Attendance	Cumulative Attendance 10/10 through 9/11	
		Present	Absent
John Scherer, Chair	P	2	0
John Phillips, Vice Chair	P	2	0
John Barranco	A	1	1
Joe Crognale	P	2	0
Pat Hale	P	2	0
Joe Holland	P	2	0
Thornie Jarrett	P	2	0
Don Larson	A	1	1
Michael Weymouth	P	2	0

City Staff

Lori Grossfeld, Board Secretary
Ginger Wald, Assistant City Attorney
Brian McKelligett, Administrative Assistant II
Gerry Smilen, City Building Inspector
Chris Augustin, Building Official
Alex Hernandez, Chief Mechanical Inspector
Dee Paris, Administrative Aide
B. Hartmann, ProtoType Inc. Recording Clerk

Communication to the City Commission

None

Witnesses and Respondents

CE08010842: Annie Townsend Baynham, owner; Henrietta Townsend Smith, owner; Carnetta Townsend Best, owner

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<u>Case Number</u>	<u>Respondent</u>	<u>Page</u>
1. CE08010842	CARNETTA BEST, DELOISE TOWNSEND ANNIE BAYNHAM & HENRIETTA SMITH	<u>2</u>
Address:	2620 NW 21 ST	
Disposition:	30 days to demolish or the City will demolish. Board approved 7-0.	

The regular meeting of the Unsafe Structures Board convened at 3:02 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

All individuals giving testimony before the Board were sworn in.

Approval of meeting minutes

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

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Case: CE08010842

CARNETTA BEST, DELOISE TOWNSEND

ANNIE BAYNHAM & HENRIETTA SMITH

2620 NW 21 ST

MS. PARIS: Our first cases on page one, this is an old business case. Case CE08010842. The inspector is Jerry Smilen,

the address 2620 Northwest 21 Street, the owner is Carnetta Best, Deloise Townsend, Annie Baynham and Henrietta Smith.

We have service by posting on the property 8/26/10 we've advertised in the Daily Business Review 10/29/10 and 11/5/10. Violations and certified mail as noted in the agenda.

This case was first heard at the 2/18/10 USB hearing. At that time the Board granted a 60-day extension to the 4/15/10 USB hearing. At the 4/15/10 USB hearing the Board granted a 35-day extension to the 5/20/10 USB hearing. At the 5/20/10 USB hearing the Board granted a 56-day extension to the 7/15/10 USB hearing. At the 7/15/10 USB hearing, the Board granted a 35-day extension to the 8/19/10 USB hearing and at the 8/19/10 USB hearing, the Board granted a 90-day extension to the 11/18/10 USB hearing.

MR. SCHERER: Okay.

INSPECTOR SMILEN: Good afternoon Board. Jerry Smilen, building inspector for the City of Fort Lauderdale. I went by the property today and I took some pictures, which you can view on the screen. Dee, do you think you could make this happen for me? Thank you.

Okay, at this point, the property just, the status remains the same -

[A siren sounded]

MR. SCHERER: Sounds like a drill.

INSPECTOR SMILEN: Okay. Anyway, the property remains the

same and actually the property is getting worse. As you know, one part of this case that's not really related to what we're going to talk about today is the west side and that was, you already handed down a ruling for demolition on that side.

The property remains an eyesore, and the east side, which is, concerns the case we're going to talk about today does remain secured. But as a result, there is, the property continues to deteriorate, and I have not seen any progress or anything at this point in bringing the property up to compliance.

MR. SCHERER: Which one's the west side?

INSPECTOR SMILEN: As you're looking at the front, it's on the right. That's the west side with the broken out windows.

MR. WEYMOUTH: [Inaudible]

MR. SCHERER: And that's the one that we're demoing.

INSPECTOR SMILEN: I'm sorry?

MR. SCHERER: That's the one that we ordered demo for.

INSPECTOR SMILEN: Yes, that, we have an order for demolition on.

MR. SCHERER: The one that --

INSPECTOR SMILEN: The left side is the one that we're discussing today. That is boarded up and secured, you cannot get entry into the property.

MR. SCHERER: Okay. Okay?

MR. WEYMOUTH: How long ago did we order a demolition on

the west side?

MR. HOLLAND: Couple months.

MR. SCHERER: I think it was two months ago.

MR. HOLLAND: Late July or August.

MR. CROGNALE: Couple months.

MR. SCHERER: I don't know exactly.

MS. PARIS: Hang on one second, we'll check our computer.

MR. SCHERER: While we're waiting, why don't we hear from the respondent. It was in August, okay. Good afternoon.

MS. TOWNSEND BAYNHAM, MS. TOWNSEND SMITH, MS. TOWNSEND BEST: Good afternoon.

MS. PARIS: State your names ladies.

MS. TOWNSEND BAYNHAM: My name is Annie Townsend Baynham.

MS. TOWNSEND BEST: I'm Carnetta Townsend Best.

MS. TOWNSEND SMITH: Henrietta Townsend Smith.

MS. TOWNSEND BAYNHAM: We are the owner of property 2620 Northwest 21 Street. Last time that we was here, excuse me. I'm losing my voice, we have sought a lawyer to get some guidance on how to handle the property and we brought him up to date, where the property is far as demolition. And to a great extent, he kind of counseled us what we should do with the property.

He thought it would be very, it wouldn't be cost effective for us to even renovate. When we got through doing all the cost analysis, he said it should be about \$80,000 to do the complete

renovation. Now, this is just a lawyer, we have not talked to anyone.

We have gotten in touch with the property owner of the building next door, which was not aware of any demolition. It's Redfish. This is what they said, and I'm sure they got the information I've been calling myself so they know who to call. I did a letter who to call, the condition the property and everything so he's aware they're just not doing anything. It is by a company called Home Servicing in Louisiana, under Redfish which is handling their property for them. And like I tell you before, they put the property up for sale so they --

MR. SCHERER: Are you talking about your neighbor?

MS. TOWNSEND BAYNHAM: My neighbor. I'm hoping if they can get theirs down, then we can work together to get the property renovated together.

MR. SCHERER: Renovated or demolish?

MR. HOLLAND: No, they're --

MS. TOWNSEND BAYNHAM: No. I'm trying to hold onto it outside.

MR. SCHERER: Okay. I thought, I was confused because your attorney said it's not worth renovating.

MR. HOLLAND: Yes.

MS. TOWNSEND BAYNHAM: Well, [inaudible] much, that's the bottom line for him.

MR. SCHERER: Okay.

MS. TOWNSEND BAYNHAM: He thought the cost would be too great to try to renovate.

MR. SCHERER: So, the neighbors, we ordered them to demolish their property.

MS. TOWNSEND BAYNHAM: [inaudible] I think what they're trying, I'm not sure whether or not anyone contact them officially.

MR. SCHERER: Well it's, they've been officially contacted.

MS. TOWNSEND BAYNHAM: A contact and --

MR. SCHERER: If they don't demolish it, then the City's going to do it for them.

MS. TOWNSEND BAYNHAM: Now, I'm not talking about the previous owner. You know, in the process they sold the property.

MS. HALE: Yes.

MS. TOWNSEND BAYNHAM: Wachovia sold the property quickly to Home Services.

MR. SCHERER: I understand.

MS. TOWNSEND BAYNHAM: Uh-huh [affirmative]

MR. SCHERER: The ownership is irrelevant to us. We ordered whoever the property owner at the time to demolish the house, and that goes with the property.

MS. TOWNSEND BAYNHAM: Okay, they --

MR. SCHERER: So it doesn't matter who owns it.

MS. TOWNSEND BAYNHAM: The reason why --

MR. SCHERER: Whoever owns it now is going to get their house knocked down.

MS. TOWNSEND BAYNHAM: Yes, the reason why I didn't mention that because between my lawyer and I guess, he will be contacting and trying to negotiate with them to do, try to get that property fixed and maybe we can work together, get both property fixed. And so he's in a negotiation with them now, he will be. He just told me they, you know, talk to you and --

MR. SCHERER: You understand that their house is not going to be fixed.

MS. TOWNSEND BAYNHAM: Well yes.

MR. SCHERER: It's not, so there's no, it's going, it's coming down. I'm surprised it's not down already.

MS. TOWNSEND BAYNHAM: Okay.

MR. SCHERER: Go ahead.

MR. HOLLAND: I believe there are mitigating circumstances that could occur that could preempt it, granted, but very remote.

MS. TOWNSEND BAYNHAM: Yes, I knew it was something that --

MR. SCHERER: If they appeal the decision --

MR. HOLLAND: Until it's down it's not down.

MR. SCHERER: -- then they can stop it.

MS. TOWNSEND BAYNHAM: Yes.

MR. HOLLAND: Right, right.

MR. SCHERER: But it sounds like they don't even know

what's going on.

MS. TOWNSEND BAYNHAM: Well, this is what, I talked to a young man, whose name is Gardener, who works there, Dustin, and he's in charge of the case. In fact, they sold the property and so no, they were not aware of --

MR. SCHERER: So you're hoping --

MS. TOWNSEND BAYNHAM: That they work with us --

MR. SCHERER: -- that you guys can work together and they pay for your renovations?

MS. TOWNSEND BAYNHAM: To, to, no, no, I wish, no, to work with us so there would be no demolition and that we can, it won't be as costly. Because once you take that wall down, what I understood from you, then they have to have an engineer to come in to make sure that that property can stand alone, the structure stand alone. So he's going through what I told, what you told me, I told him.

MR. SCHERER: Right.

MS. TOWNSEND BAYNHAM: And he's, oh, that's a lot of money there, you know, so, so that's the problem. He's, he did ask me to see and I'm not sure. You can do this, I wish you could, that you can give him enough time to do some negotiating with the other owners.

MR. CROGNALE: Mr. Chair?

MR. SCHERER: Sure.

MR. CROGNALE: Has the City been presented with a stay of

our determination to demolish the building and [inaudible]

MS. TOWNSEND BAYNHAM: I haven't found anything.

MR. CROGNALE: If there is, I haven't seen it.

MR. SCHERER: No.

MS. TOWNSEND BAYNHAM: No, I haven't seen anything.

MR. SCHERER: So, I'd hate to have you get your hopes up in the hopes that they are going to come and help you, but it sounds like it's going to be demolished. They're, I mean, it was ordered more than 30 days ago.

MS. TOWNSEND BAYNHAM: Okay.

MR. SCHERER: They have 60 or 90 days to tear it down or the City's going to do it for them so.

MR. WEYMOUTH: Didn't the language read that they've got 30 days and if not then the City's going to do it and if it was August then I would think that the City --

MR. HOLLAND: Right, but --

MR. SCHERER: Gerry, do you know what the status is of that, of the demolition?

MR. HOLLAND: There's resource, yes.

MR. SCHERER: Maybe Gerry can tell us what the --

INSPECTOR SMILEN: Gerry Smilen, building inspector, the City of Fort Lauderdale. At this point, there hasn't been, it hasn't been given out to bid for the demolition. But we do have the ruling there it is on the list of demolitions.

MR. SCHERER: Okay.

MR. WEYMOUTH: Is there a reason that it hasn't?

MR. HOLLAND: It's resource limited, there's just shortage of funds.

MS. HALE: Oh.

MR. SCHERER: So, what would you like to do with this property?

MS. TOWNSEND BAYNHAM: I would love for you to give us enough time to work with the, negotiate with the other owner and if he can come back the beginning of the year with something at that point, then we know there's nothing else we do. We've been coming back and forth since the early part of this year, trying to work on this property. If you can extend enough, a little more time to us to work with the owners. According to my lawyer, he say he will contact them and work with them.

MR. SCHERER: I just want to reiterate that --

MS. TOWNSEND BAYNHAM: I know, I know.

MR. SCHERER: -- your neighbor's house is not going to be there probably in 30, 60 days.

MS. TOWNSEND BAYNHAM: Give me 30 days and tell him, I'll call my lawyer and tell him the portancy [sic] of it. I told him it was in demolition. I thought it was already set when I called the owners to tell them that your property is [inaudible] to be demolished and they wasn't aware. In fact, they had sold the property as one whole unit, as a duplex and I explained to them no, you're only one half owner of that property.

MR. SCHERER: They sold your half?

MS. TOWNSEND BAYNHAM: Thirteen thousand dollars.

MR. WEYMOUTH: [inaudible] 60 days.

MS. TOWNSEND BAYNHAM: So, he had to call the, he claimed he had to call the people back and tell them --

MR. SCHERER: I just don't want you to get your hopes up that they are going to come and help you do the renovation because they're not --

MS. TOWNSEND BAYNHAM: I know. No, I wasn't expecting them to do the renovation. But if the cost can be less than what we assume it is. It'll be much better for me, you know,

[UNKNOWN] Us.

MS. TOWNSEND BAYNHAM: For us.

MR. SCHERER: Right. I understand.

MS. TOWNSEND BAYNHAM: I'm sorry, to try to, you know. And let me explain why, and even my lawyer asked me this, why are you trying to hold on this property? Why would you, you know, to him it's, well, because we knew our mother raised seven children. She couldn't afford anything else, and when she was able to get this house, this is the only thing she said, I can give you and to me it's more sentimental than anything else.

But, and I'm trying to work to keep it. And if I can't, then I say okay, I tried everything. There's nothing else I can do, so. It's in your hands, I don't know. I mean at this time, I told my aunts I don't know what to do.

MR. SCHERER: Gerry?

INSPECTOR SMILEN: Gerry Smilen, building inspector with the City of Fort Lauderdale. I think basically you as the Board members of the Unsafe Structures Board, you have to look at a few situations and issues with this property. Number one, you have to look at it and say is the property getting better, and obviously, you can figure that information out for yourself.

The other thing you have to look at is, is it, do you think that there's a possibility that this property can be restored. There's a financial responsibility involved, there is a upgrading of it to the codes that, the property cannot be restored to the way it was, it has to actually be improved to meet the present codes.

So you have to look at that issue too and then you also have to look at the issue do the owners collectively have the financial wherewithal to make this happen. And these are the things that you need to weigh on and, in making your decision.

MR. SCHERER: Anybody from the Board have any questions?

MS. HALE: Has there been anybody, Gerry, in the neighborhood that has complained about the state of affairs here?

INSPECTOR SMILEN: Well, there have been complaints. This case goes back, it's, I guess it's a couple years old, since I've had it. I haven't heard any recent complaints, although when I have made periodic visits to the property to check on it

for inspections. I have had people come out in the neighborhood and ask me what's going on with it and what actions would be taken. That's the only feedback I've gotten.

MS. TOWNSEND BAYNHAM: May I make a whole statement?

MR. SCHERER: Sure.

MS. TOWNSEND BAYNHAM: We could begin the renovation on the house, but then, if you're going to do the demolition if I remember correctly last time, that if there's any damage to that side then, you know. So we didn't think it would be feasible to put monies in this house and then we lose it because the demolition or whatever else might happen to the property. So we're just waiting to see what's going to happen with next-door neighbor, the owner, because it doesn't make sense for us to put all this money in the house and then they go and demolition, doing demolition on it. It's, you know.

But, far as the yard concern, my husband goes around and cut the yard, so, apparently he didn't go this time, but it's not that bad.

MR. SCHERER: Okay.

MS. HALE: No, the yard looked very good as a matter of fact, yes.

INSPECTOR SMILEN: I can confirm that the property is, the grass has been cut. There's no trash or any accumulation on that side of the property.

MR. CROGNALE: I think Gerry brings up a valid point about

not investing without knowing what the other side's going to do if there's any demolition. Why would you want to invest in advance of an unknown?

MR. HOLLAND: Well, we have a problem here. As we know, this is kind of a unique situation for us and it could be a precedent on some of these duplex properties. If you recall, this has two common walls instead of one. As the structural engineer on this panel I can advise that the demolition process for the one side would provide the provisions, I believe, to allow the other side to stay up.

But it doesn't sound to us over the, to me, over this nine month period we've been hearing this that there's been that much hope towards financial relief to help with this situation. And I honestly, as intoxicating it is to try and want to renovate something to save money, often, as Gerry so eloquently said, the code requires that you bring everything up to current code and in that regard, it's liable to cost more money to renovate an existing structure such as this than it is to rebuild totally. And I could be wrong on that, but in most cases you'll find that to be true by the time all things are said and done and meet the provisions of the Florida Building Code.

But it is very costly to the City to try and support one side of this structure while the other's removed, but the bottom line is, the situation is unsafe, that unit is unsafe and your unit is unsafe, as defined by the Florida Building Code, and I

don't see a whole lot of chance for relief just because it's changed owners, and even though you've been advised by an attorney, which was a good move to make, but nothing substantive has come from that other side as of so far. So I'm a little concerned on how long this could protract or extend into the future.

MR. SCHERER: That's a good point, and it's going, I mean, have you talked to an architect or an engineer to go out there and look at the house to see how much it would cost by them?

MS. TOWNSEND BAYNHAM: Well, no, I have not. I went to, like I said, I went to the lawyer to get some advice. Extra money we do not have. If he say it will be possible to do it then we'll put out the money. Because if you put out money, you're not going to get it back. We're basically not rich people so we're using all the resources we have to try to keep this property.

There are several houses around there, in fact, next door and next door to that all of them are vacated. There's no one in there. The house in back is vacated. So most of the houses around there are finding themselves facing the same situation. And so, what we would like, if possible, that if you can give us at least 30 more days to allow my lawyer to do what he say he can do. So if we do put out the monies that we --

MR. SCHERER: Well, let me just kind of walk you through a timeline.

MS. TOWNSEND BAYNHAM: Okay.

MR. SCHERER: What you have to accomplish in the next 30 days is to get a permit with the City of Fort Lauderdale and start fixing the house. So you have to go hire an engineer or an architect to come up with a set of plans, you have to hire a contractor to pull a building permit with the City of Fort Lauderdale before the next meeting, and that's where it's just, I don't see it happening.

MS. TOWNSEND BAYNHAM: Well, tell me, what do you suggest we do? I'm at odds, I'm telling you I am -- the reason I show up because I need someone give us guidance what we should do. And we're coming to the City and ask you okay, we was in Oakland Park now we're in City of Fort Lauderdale. What do you suggest we do with this property?

MR. SCHERER: I would have an architect or an engineer out there tomorrow coming up with a set of plans figuring out how to fix the thing if we can fix it, and that way within 30 days --

MS. TOWNSEND BAYNHAM: That's if --

MR. SCHERER: -- the architect or the engineer can tell you yes, you want to fix this, or no you don't. But a lawyer's not going to be able to tell you, I mean, some lawyers can tell you, but talk to an architect or an engineer, have him and go out there, look at the place and see, give him an engineer's estimate say how much is it going to cost to fix this place and is it worth it? And if it's not, the dirt might be more

valuable than the house.

MR. HOLLAND: Exactly. I was going to raise that also. Often after a demolition there is value added to a vacant property in that the buildings gone so that cost expense to a future builder isn't there. And then perhaps you can get your equity out of the land itself as a silver lining to such things. The land is still there and it's got its value.

MR. SCHERER: And tell the engineer and the architect that the other side is going to be demolished because it's going to be demolished; it's not going to be there. So you're only concentrating on your half, and if he tells you how much it's going to cost, you can make a determination whether you want to try to save the house or not. But right now, you're kind of operating in the dark and you're spinning your wheels with calling the other people with your lawyer. And you could spend that money with an architect to get an idea of really what it's going to cost. Yes ma'am.

MS. TOWNSEND SMITH: Henrietta Smith, part owner of the property. I was just wondering, with the demolition of the property outside as well, to what extent will we be total responsible to have that part of the property to be demolished and then to rebuild, which will probably more feasible. How would that work?

MR. SCHERER: All you're responsible for is the cost to demolish the, your property, and that's it. That's if we make

an order for demolition. So if we order you to demolish the house within 30 days, you to go hire a demolition contractor, they get a permit, and you can negotiate directly with them.

MS. TOWNSEND SMITH: With them.

MR. SCHERER: If you don't, if you don't do it, the City then does it for you and charges you whatever their rates are with their vendors who do the demolition.

MS. TOWNSEND SMITH: Okay.

MR. SCHERER: And then there's a lien placed on the property for that amount.

MR. HOLLAND: But you could, you could probably do better because they got a retained contractor. You could bid it to various others.

MS. TOWNSEND SMITH: Okay. Something else I would like to know. Are the, I know with the tight squeeze of funds now, are there any programs that would be able to, if there is a demolition of that property, would we be able to get help in rebuilding that side of the property?

MR. SCHERER: I don't know.

MR. HOLLAND: Some people have asked and offered testimony, but we haven't kept track of all that.

MS. TOWNSEND SMITH: Yes, because I know in Hollywood, I've had friends that had property that had to be demolished and there was a program where they came in and rebuilt the entire house was [inaudible]. So I don't know at this point, if those

kind of funds are available. But to me it seem it would probably be feasible at this time. If not, being renovated to demolish and start from scratch. And I do feel that the property in itself would be more valuable to, as it is now than trying to renovate. So I don't know.

MR. WEYMOUTH: I'd like to add, or remind the Board -- thank you -- I'd like to remind the Board, I think this is the property that we talked about that if one half of this is torn down, it is now a nonconforming, there's not enough width or size to the lot.

MR. SCHERER: No, we did that last time. It's fine. We had --

MR. HOLLAND: Yes. Oh, it's definitely worth more demolished because he's right.

MS. TOWNSEND SMITH: Right.

MR. HOLLAND: There's restrictions that are put on it. Yes. I mean, I mean.

MR. SCHERER: Well, because the side that, that was the whole question, whether or not we can demolish the west side and the Zoning Department --

MR. HOLLAND: Oh right. The setback issue.

MR. SCHERER: -- came in last month and said that yes it's fine.

MR. HOLLAND: Yes, yes, you couldn't build independent structures because new setback requirements kick in, which is

the distance from the building walls to the property line. But still, there's an enhanced, potential enhancement of property in that there's two separate lots. Can they even be built, Gerry? I mean, something can be built but very small unless you combine the lots.

INSPECTOR SMILEN: Gerry Smilen, building inspector, City of Fort Lauderdale. If the units go down, they cannot be rebuilt as they are. The only way that she would be, the, this group here would be able to reconstruct anything on the property is if they acquired the west lot and combined them in a unity of title, then they could build a single-family home there. That would be the only way.

MR. WEYMOUTH: Gerry, [inaudible] up on there?

INSPECTOR SMILEN: Can't do it.

MR. WEYMOUTH: Not even in a duplex application as it is now?

INSPECTOR SMILEN: Because this, what we have now does not conform with what we have in the present day. This was back in the, I think the 70s.

MR. WEYMOUTH: So, if we demolish their house, their house as gone as they know it. They cannot put something back on unless they go out and buy the property.

MR. CROGNAL: I have a suggestion, if they have, if they have a lawyer retained as they had stated, would your lawyer be better off serving you with the acquisition of that other

property to see if you can take both sides in its entirety, because then you have a real value. Because you have to conform to the new building code as one complete parcel. If you can put that together, that might be the best interest of that property, but [inaudible]

MR. HOLLAND: Or they buy you out.

MR. CROGNALE: Whatever. One or the other.

MR. HOLLAND: One or the other is --

MR. CROGNALE: One or the other. But since you do have counsel, that might be the way to, just a suggestion that you might look at.

MS. TOWNSEND SMITH: Well, we had talked about this with a attorney and also the people that own the property next to us and we are aware of the amount that they paid for it because they were under impression that the entire property was one unit. They want to sell us that property for \$8,000.

MR. WEYMOUTH: They want to sell you the adjacent piece for 8,000?

MS. TOWNSEND SMITH: Their side for \$8,000.

MR. SCHERER: Okay.

MS. TOWNSEND SMITH: And you know, to acquire that --

MR. HOLLAND: It sounds like something you can still pursue even with an order of demolition on the property.

MS. TOWNSEND SMITH: Well, you know, well, we're trying to find out what the best thing, because I know you're probably

tired of this reoccurrence, the coming back and forth. And it's really getting up to here with us as well because we never thought this would occur to this extent, because we've been working on this a long time.

MR. HOLLAND: Yes, I trust that in the long run if we hand down an order of demolition, time will tell that it was probably in your best interest also to have that order. And it's very complicated, property ownership, and the legal aspects and duplex and all this zoning changes. It's a very complex situation, but I think in the long run, you'll find it's probably best. And that's probably going to be my recommendation if somebody has a motion.

MR. SCHERER: Would you like to make that in the form of a motion?

MR. HOLLAND: Anybody else?

MR. WEYMOUTH: It's all yours.

MR. HOLLAND: All right.

MS. TOWNSEND BAYNHAM: I just need clarification. I think I'm hearing two things. His recommendation was for a lawyer to try to acquire the property next door.

MR. CROGNALE: For your behalf.

MR. HOLLAND: For your behalf.

MS. TOWNSEND BAYNHAM: Am I hearing that you're going to give us the 30 days or whatever days?

MR. SCHERER: Well, why don't we, we're about to find out.

[inaudible]

MR. HOLLAND: I can clarify that question. We were talking about the land --

MS. TOWNSEND BAYNHAM: Yes, that's --

MR. HOLLAND: -- and the property, and the ownership of the land. And the structure is --

MR. CROGNALE: The structure has pretty much determined what we're going to do.

MR. HOLLAND: And they're not mutually, they're not in conflict, those two thoughts. You can see still pursue that which we talked about, even if there's an order of demolition on just the structure. The land will still be there, and in my opinion, it will be enhanced land.

MS. TOWNSEND SMITH: Thank you.

MS. TOWNSEND BAYNHAM: Thank you for that clarification.

MS. TOWNSEND SMITH: Thank you.

MR. HOLLAND: You're welcome.

MR. SCHERER: Okay.

MR. HOLLAND: Extension, okay. I move that again 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 licensed demolition permit.

MR. PHILLIPS: Second.

MR. CROGNALE: I second the motion.

MR. SCHERER: A motion and a second, any discussion on the motion? All those in favor say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: Motion passes. So, do you understand what just happened?

MS. TOWNSEND BAYNHAM: Yes.

MR. SCHERER: Okay.

MS. TOWNSEND SMITH: I want some clarification [inaudible].

MR. SCHERER: Can you come to the mic please?

MR. HOLLAND: Well, the case is, well --

MR. SCHERER: I just kind of opened back up, sorry.

MS. TOWNSEND SMITH: Henrietta Smith again. Okay, the clarification is that --

MR. HOLLAND: It's record keeping.

MS. TOWNSEND SMITH: We're our also required to have demolition to our side of the property within 30 days?

MR. SCHERER: Yes.

MS. TOWNSEND SMITH: If the City's going to do the west side, our side is within the 30 days to be demolished if anything else [inaudible]

MR. SCHERER: Yours is within 30 days from today.

MR. CROGNALE: It's a separate item.

MR. SCHERER: Has nothing to do with your neighbor.

MR. WEYMOUTH: You may want to try to coordinate with the City because there's probably some economies of scale to demolish both sides of the building at once with one contractor.

MS. HALE: To the City.

MR. WEYMOUTH: Right now, right now, if a contractor --

MS. TOWNSEND SMITH: Would the City contractor, would you have a name so we could contact --

MR. WEYMOUTH: Coordinate it with the Building Department or somebody here can help you.

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

MS. WALD: Why don't we have her talk to Gerry.

MR. SCHERER: Okay.

MS. HALE: Okay, that would be good.

MR. HOLLAND: Off the record here.

MR. SCHERER: You can go ahead and talk to Gerry and he'll answer all your questions.

Communication to the City Commission

MS. PARIS: Do we have any communication to the City Commission?

MR. SCHERER: No.

Other Discussion

MR. HOLLAND: Happy holidays.

MS. PARIS: So everybody remember, there's no hearing next

month.

MS. HALE: Yes.

MR. SCHERER: Yes.

MS. PARIS: So, we'll see everyone in January.

MS. HALE: Yes.

MR. HOLLAND: Move to adjourn.

MR. SCHERER: So moved.

MR. CROGNALE: I'd like to wish all my colleagues a happy holidays. See you next year.

MS. PARIS: Thank you.

MR. PHILLIPS: Felice Navidad [inaudible].

MR. WEYMOUTH: Gracias senor.

MS. PARIS: And, and by the way, before we go, although it doesn't have to do with his meeting, we've rescheduled for March and I still haven't heard from everybody, what time you guys want to meet so do you just want us to pick?

MR. WEYMOUTH: I didn't know anything about it.

MS. PARIS: I sent e-mails to everybody, everybody got an e-mail.

MR. JARRETT: [inaudible] the caterers.

MR. WEYMOUTH: The only e-mail I got is are you going to be here Thursday, and I said yes.

MS. PARIS: Everybody got an e-mail and the date.

MR. SCHERER: Go ahead and just --

MS. PARIS: We have to change the date.

MS. HALE: Well, you changed the date --

MS. PARIS: Right, we changed the date.

MS. HALE: -- but you told me it was three o'clock.

MS. PARIS: Well, we weren't sure.

MS. HALE: Oh.

MR. SCHERER: Three o'clock's fine, three o'clock's fine.

MS. HALE: Three o'clock is fine.

MS. PARIS: There is a time issue, but I'm not sure that three o'clock is available. I think that was part of the problem. Right, we have to do it earlier, either at nine or at one, that was the issue. Because this room is already being used, and we couldn't do it the week before because all the building guys and the supervisors are in a two-day conference that they can't get out of. So sometime over the next month or so I guess I'll continue to touch base with everybody 'til we can firm up a time. I'm still trying to --

MR. PHILLIPS: What was the date?

MS. HALE: The twenty-fourth.

MS. PARIS: Right, the week after.

MS. HALE: Yes.

MS. PARIS: The Thursday after, so.

[Meeting concluded at 3:35 pm.]

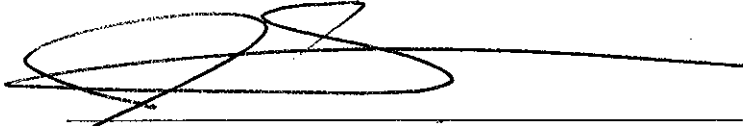
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BOARD CLERK



JOHN SCHERER, CHAIR

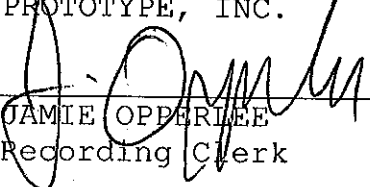
[Minutes prepared by: J. Opperlee, Prototype, Inc.]

CERTIFICATION

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

Dated at Ft. Lauderdale, Broward County, Florida, this 21 day of April, 2011.

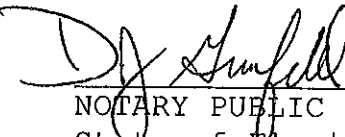
PROTOTYPE, INC.



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 21 day of April, 2011.



NOTARY PUBLIC
State of Florida at Large



D.J. GROSSFELD
MY COMMISSION # DD 687809
EXPIRES: April 26, 2011
~~Bonded Thru Budget Notary Services~~

Notarial Seal: