

CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
THURSDAY, JULY 19, 2012 AT 3:00 P.M.
CITY COMMISSION MEETING ROOM
CITY HALL

Cumulative
 Attendance
 10/11 through
 9/12

Board Members

	Attendance	Present	Absent
Michael Weymouth, Chair	P	7	0
Joe Holland, Vice Chair	P	4	3
John Barranco	P	6	1
Joe Crognale	P	7	0
Pat Hale	P	6	1
Thornie Jarrett	P	7	0
Don Larson	P	5	2
John Phillips	A	5	2
B. George Walker	A	5	2

City Staff

Lori Grossfeld, Board Secretary
 Ginger Wald, Assistant Attorney
 George Oliva, City Building Inspector
 Gerry Smilen, City Building Inspector
 Jorg Hruschka, Building Inspector
 Chris Augustin, Chief Building Official
 Dee Paris, Administrative Aide
 Brian McKelligett, Administrative Assistant II
 Jeri Pryor, Administrative Assistant II
 Jamie Opperee, ProtoType Inc. Recording Clerk

Communication to the City Commission

None

Witnesses and Respondents

CE12022397: Phillip Seager, owner; Bernard Santini, owner's
 brother/contractor
 CE12040056: Albert Khoury, owner's husband
 CE07061056: Edmund Waterman, owner
 CE11071480: Mark Hickman, owner
 CE11111569: Jason Ablosky, bank representative

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3	<u>Case Number</u>	<u>Respondent</u>	<u>Page</u>
4	1. CE12032397	SEAGER, PHILLIP L	<u>4</u>
5	Address:	715 NE 15 AV	
6	Disposition:	91-day extension to October 18. Board approved 7-0.	
7	2. CE12040056	KHOURY, MICHELLINE	<u>6</u>
8	Address:	1321 SW 22 TER	
9	Disposition:	Case complied and closed. Board approved 7-0.	
10	3. CE07061056	WATERMAN, EDMUND	<u>10</u>
11	Address:	627 N FEDERAL HWY	
12	Disposition:	63-day continuance to October 20 Board approved 6-0 with Mr. Barranco abstaining.	
13	4. CE08101034	50 ISLE OF VENICE LLC C/O NRAI SERVICE	<u>12</u> & <u>48</u>
14	Address:	50 ISLE OF VENICE	
15	Disposition:	Withdrawn.	
16	5. CE11071480	HICKMAN, MARK S	<u>12</u> & <u>26</u>
17	Address:	1444 NW 1 AV	
18	Disposition:	28-day extension. The Board recommends the owner return in 28 days with an architect. Board approved 7-0.	
19	6. CE11111569	BROWN, MORRIS L & JACQUELINE D	<u>13</u> & <u>18</u>
20	Address:	1642 NW 13 CT	
21	Disposition:	30 days for the owner to demolish the structure or the City will demolish. Board approved 7-0.	
22		Board Discussion	<u>50</u>
23		Communication to the City Commission	<u>78</u>
24		For the Good of the City	<u>78</u>

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

1 All individuals giving testimony before the Board
2 were sworn in.

3

4 **Approval of meeting minutes**

5 **Motion** made by Mr. Larson, seconded by Ms. Hale,
6 to approve the minutes of the Board's June 2012 meeting. In
7 a voice vote, motion passed 7-0.

8

9 **Cases**

10 MS. PARIS: Our first case will be on page five,
11 it's the second case on the page, it's a new business case.
12 And while the property owner is not here we do have an
13 attorney here representing the bank in foreclosure. It's
14 case CE11111569. The Inspector is George Oliva, the address
15 is 1642 -- there was a suggestion we wait 10 minutes to see
16 if the property owner showed up, but I explained you wanted
17 to hear the new business case.

18 CHAIR WEYMOUTH: To see if who shows?

19 MS. PARIS: The property owner. But I explained
20 you wanted to hear the new business case.

21 CHAIR WEYMOUTH: No, no, property, the
22 representative's not here.

23 MS. PARIS: The, the -- right, correct.

24 CHAIR WEYMOUTH: Then we can wait.

25 MS. PARIS: There's a bank rep.

1 CHAIR WEYMOUTH: I don't want to penalize new
2 cases.

3 MS. PARIS: This is the only new business case. You
4 want to hear the old business cases first?

5 CHAIR WEYMOUTH: Yes.

6 MS. PARIS: Okay.

7 CHAIR WEYMOUTH: Yes, if the owner's not here, then
8 let's wait.

9 MS. PARIS: Okay, that's fine.

10 CHAIR WEYMOUTH: Sorry.

11 MS. PARIS: Nope, that's okay. Sorry for the
12 misunderstanding.

13

14 **1. Case: CE12032397**

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15 **SEAGER, PHILLIP L**

16 **715 NE 15 AVENUE**

17 MS. PARIS: We'll go, we'll move to page three

18 then. It's an old business case at the bottom. Case
19 CE12032397, the Inspector is Gerry Smilen, the address 715
20 Northeast 15 Avenue, the owner, Philip L. Seager.

21 We have service by posting on the property 7/9/12,
22 we've advertised in the Daily Business Review 6/29/12 and
23 7/6/12.

24 This case was first heard at the 5/17/12 USB
25 hearing. The Board ordered a 35-day extension to the 6/21/12

1 USB hearing. At the 6/21/12 USB hearing the Board ordered a
2 28-day extension to the 7/19/12 USB hearing. Violations and
3 certified mail as noted in the agenda. They are not in
4 compliance.

5 CHAIR WEYMOUTH: Very good. Good afternoon Mr.
6 Smilen.

7 INSPECTOR SMILEN: Good afternoon Board. Last time
8 we left this case we were granted an extension for twenty-
9 eight days to see if we would have any progress and well, I'm
10 here to report, yes we do.

11 MR. WEYMOUTH: Good.

12 INSPECTOR SMILEN: On July 10 permits have been
13 applied for, for rebuilding the back part of this duplex. So
14 at this point the City would definitely support an extension
15 of time and possibly, maybe, how many days are we -- what's
16 three months these days?

17 CHAIR WEYMOUTH: All right. Three months?

18 INSPECTOR SMILEN: Ninety-one days.

19 CHAIR WEYMOUTH: Ninety-one days would be the
20 October 18 meeting.

21 INSPECTOR SMILEN: At this point, the place is
22 secured. It's still boarded up so the City would support a
23 91-day extension.

24 CHAIR WEYMOUTH: Okay, is there any discussion?

25 MS. HALE: Okay, I'll make a move. I move that we

1 find the violations exist as alleged and that we grant the
2 respondent ninety-one days, which is the next meeting on
3 October 18, to come into compliance.

4 MR. LARSON: Second.

5 CHAIR WEYMOUTH: Okay, any further discussion? All
6 in favor say aye.

7 BOARD MEMBERS: Aye.

8 CHAIR WEYMOUTH: All right, thank you.

9

10 **2. Case: CE12040056**

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11 **KHOURY, MICHELLINE**

12 **1321 SW 22 TERRACE**

13 MS. PARIS: Our next case will be on page four,
14 this is also an old business case. Case CE12040056, the
15 Inspector is George Oliva, the address, 1321 Southwest 22
16 Terrace, the owner Michelline Khoury.

17 We have service by posting on the property 7/3/12,
18 we've advertised in the Daily Business Review 6/29/12 and
19 7/6/12.

20 This case was first heard at the 5/17/12 USB
21 hearing. The Board ordered a 35-day continuance to the
22 6/21/12 USB hearing. At the 6/21/12 USB hearing, the Board
23 ordered a 28-day extension to the 7/19/12 USB hearing.
24 Violations and certified mail as noted in the agenda.

25 CHAIR WEYMOUTH: Good afternoon Inspector Oliva.

1 INSPECTOR OLIVA: Good afternoon Board. I'm happy
2 to announce that the owner complied with the request of the
3 City. He obtained a permit for the demo. Also, he went
4 ahead and removed the unsafe part of the property and he's
5 working on, at this moment, at bracing the walls, making sure
6 that they're safe and hopefully in a week from today he's
7 going to pass his final inspection and then he can work on
8 rebuilding the property in the future.

9 CHAIR WEYMOUTH: Okay.

10 INSPECTOR OLIVA: So, as the City sees it, I
11 believe that he had complied with the case.

12 CHAIR WEYMOUTH: As far as demolishing the unsafe
13 structure part.

14 INSPECTOR OLIVA: Yes.

15 CHAIR WEYMOUTH: Now --

16 INSPECTOR OLIVA: On the part that, the unsafe part
17 was, it needed to be removed, yes.

18 CHAIR WEYMOUTH: Okay.

19 MS. WALD: So, each one of these violations have
20 come into compliance?

21 INSPECTOR OLIVA: He got his permits issued, he has
22 a master.

23 MS. WALD: All right, I show that it failed, so.

24 INSPECTOR OLIVA: Well, the inspection, that's what
25 I'm saying, in a week from today [inaudible]

1 MS. WALD: [inaudible] Okay, good! [inaudible]

2 INSPECTOR OLIVA: And you can see, you can see the
3 pictures, that he already --

4 MS. WALD: So, you're satisfied that every single
5 one of these violations are complied?

6 INSPECTOR OLIVA: Yes, yes.

7 MS. WALD: There you go.

8 CHAIR WEYMOUTH: So, so am I to understand that
9 this is no longer an unsafe structure?

10 INSPECTOR OLIVA: Yes, and you're going to see that
11 the pool is empty and he put some treatment. He got chloride
12 on the pool and the part where the pool used to be right now,
13 that water's already gone. The pools is about four inches
14 left on it and the water's clear and it's completely secure;
15 nobody can go into the pool.

16 CHAIR WEYMOUTH: So, so, does this mean that this
17 case is now dismissed?

18 MS. WALD: Ginger Wald, Assistant City Attorney. I
19 know I was not here last month, but I was --

20 CHAIR WEYMOUTH: We know.

21 MS. WALD: Yes, sorry. Sorry I was not here last
22 month. But I was informed that you did make the finding of
23 fact that the violations did exist and you gave to this time
24 period. So I would just do a motion based upon the
25 information provided by the Building Inspector that the

1 matters have been complied and that you move for the case to
2 be closed. That's it.

3 CHAIR WEYMOUTH: And obviously, if something
4 resurfaces in the future --

5 MS. WALD: Then it could be --

6 CHAIR WEYMOUTH: -- then it would come in as a new
7 case.

8 MS. WALD: That is correct.

9 CHAIR WEYMOUTH: Okay.

10 MS. WALD: It would be a, it would be a brand-new
11 case.

12 CHAIR WEYMOUTH: Um, I don't know if anybody would
13 like to hear from the respondent or have any questions of the
14 City. It appears that this has been cleaned up.

15 MR. LARSON: I have no questions.

16 CHAIR WEYMOUTH: Anybody want to make a motion?

17 MR. HOLLAND: I'll give it a go. I move that based
18 on the updated information by the Building Official of the
19 City that we close the case.

20 MR. LARSON: Second.

21 CHAIR WEYMOUTH: Any further discussion? All in
22 favor say aye.

23 BOARD MEMBERS: Aye.

24 CHAIR WEYMOUTH: Any opposed? Thank you. Thank
25 you. Moving right along. You're very efficient today.

1 MS. PARIS: I'm trying, but apparently not enough.

2

3 **3. Case: CE07061056**

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4 **WATERMAN, EDMUND**

5 **627 N FEDERAL HWY**

6 MS. PARIS: Our next case will be on page one. This
7 is also an old business case. CE07061056, the Inspector
8 Gerry Smilen, the address 627 North Federal Highway. The
9 owner is Edmund Waterman.

10 We have service by posting on the property 7/9/12.
11 We've advertised in the Daily Business Review 6/29/12 and
12 7/6/12.

13 This case was first heard at the 6/21/12 USB
14 hearing. The Board ordered a 28-day continuance to 7/19/12
15 hearing, USB hearing. We have certified mail and violations
16 as noted in the agenda.

17 INSPECTOR SMILEN: Gerry Smilen, Building
18 Inspector, City of Fort Lauderdale. At this point, the
19 owner, Mr. Waterman is here, his construction manager,
20 Enrique Senior couldn't be here. They do have plans in and
21 they're in the midst of making the corrections. It failed
22 plan review. And I spoke to Mr. Senior, he's going to be out
23 of town for about a month and a half or so and he would like
24 to request a 63-day extension.

25 CHAIR WEYMOUTH: What's going to happen in the next

1 sixty-three days? Just to issue a permit or --

2 INSPECTOR SMILEN: To make the corrections, to go
3 through the correction process and plan review and then to
4 obtain the permit. At this point, the building is still
5 secured so there's no immediate danger or anything of this
6 nature. And the City would support the extension.

7 CHAIR WEYMOUTH: Okay. Any questions of the City
8 from the Board? Anybody want to make a motion?

9 MR. JARRETT: I'll make a motion. I make a motion
10 that we give the case an extension of sixty-three days,
11 that's right -- sixty-three?

12 CHAIR WEYMOUTH: Yes, sixty-three days.

13 MR. JARRETT: Sixty-three days.

14 MS. HALE: [inaudible]

15 MR. JARRETT: Well, we've already found that.
16 We've already found the violations to be -- we're just giving
17 them an extension, correct? Okay.

18 MR. MCKELLIGETT: Second?

19 MR. LARSON: Second.

20 MR. JARRETT: Second.

21 CHAIR WEYMOUTH: Is there a second?

22 MS. HALE: Don.

23 MR. LARSON: I don't care which.

24 CHAIR WEYMOUTH: Don? Okay. All right, any
25 further discussion?

1 MR. BARRANCO: Yes, I had a conflicting interest in
2 this, so I'm not going to be voting.

3 CHAIR WEYMOUTH: Noted. Okay. No other comments,
4 let's put it to a vote. All in favor say aye.

5 BOARD MEMBERS: Aye.

6 CHAIR WEYMOUTH: Any opposed? An extension until
7 September 20, 2012 is granted. Thank you.

8

9

4. Case: CE08101034

10

50 ISLE OF VENICE LLC %NRAI SERVICE

11

50 ISLE OF VENICE

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13

MS. PARIS: Okay, if you'll turn to page two, case
CE08101034 is withdrawn.

14

15

16

17

If you'll turn to page three, the case has been
heard. Page four, the case has been heard. We're going to
move to page 5. These are new business cases. The first one
on the page, we do have the owner here.

18

19

5. Case: CE11071480 [Part 1]

20

HICKMAN, MARK S

21

1444 NW 1 AV

22

23

24

MS. PARIS: This case, CE11071480, the Inspector
George Oliva, the address 1444 Northwest 1 Avenue, the owner
Mark S. Hickman.

25

We have service by posting on the property 6/14/12.

1 We've advertised in the Daily Business Review 6/29/12 and
2 7/6/12. Certified mail as noted in the agenda.

3 CHAIR WEYMOUTH: Mr. Oliva. Thank you.

4 INSPECTOR OLIVA: George Oliva, Building Inspector
5 for the City. Presenting case number CE11111569 on today's
6 agenda page five. This case was opened on November 22, 2011
7 by the Police Department and the SRT. Following pictures
8 were taken by them and by me on my last inspection on June 6
9 and I would like to submit them into the records.

10 [Inspector Oliva displayed photos of 1642 Northwest
11 13 Court - not this case]

12 This is the meter on the property that was jumped
13 and there were people living inside, squatters, and they were
14 stealing the power from the Florida Power Light. That's a
15 view of the rear of the property and the flat deck that you
16 see in the back addition, that's where the water has made the
17 biggest damage into this dwelling. And that's a part that
18 already gave in, you're going to see in the next pictures.

19 There is an interior of the addition. You can see
20 that the rafters are breaking off from the main beams. Some
21 of them are hanging, the ceiling already collapsed. You can
22 see one of the rafters that broke off.

23 These pictures were taken in November 23, I
24 believe, on 2011. And the conditions inside the property has
25 getting worse, you're going to see in the next pictures.

1 That's another rafter that broke loose. That's another view
2 of the roof deck and the damage that the water penetration
3 it's doing. I'm sorry about that picture. You can see now
4 better that's where the rafter broke off from the main beam.
5 That's another part of the property where the water -- that's
6 back to the rear of the property where the Florida room is.

7 That's a view from the living room into the
8 property on the side. The damage to the water you can see
9 the amount of trash and rubbish inside that property. That's
10 another area of the property where the water's coming in.
11 That's on the master room side. That's another one by the
12 living. You can see that the mildew's already growing in the
13 walls.

14 And we have a squatter living in the property and
15 you could see that they opened the wall, they were stealing
16 the water pipes and the electrical wires. That's another
17 view inside the closet where the water was coming down the
18 day that it was raining. That's another view of the damage.
19 That's a close-up view of the same.

20 And that electrical outlet in the ceiling, the
21 water was coming through electrical pipes into the, into the
22 property and that would create a fire hazard that power is
23 turned back on. So what we did, we called the Florida Power
24 and Light and we had the light cut on the pole.

25 That's another damage around the windows where the

1 water penetration. And the rear of the property's not plumb
2 anymore, not even the door can close. So what we did was
3 remove the door and we boarded up the opening with plywood.
4 And they broke back inside the property about a month ago.

5 That's another damage of the wall. That's another
6 window where you can see the damage. That's a mildew growing
7 already by the floor. That's another damage that was done by
8 the squatters inside the bathroom when they were trying to
9 remove the pipes, all the plumbing pipe from the wall that
10 contained copper.

11 That's another view of the water penetration on top
12 of the kitchen. And that's another view there, of the
13 kitchen. That's the outside, so you could see the roof deck
14 and the way it's designed. That's another view of the damage
15 where they joined the flat deck to the end of the gable.
16 That's another view. And that's a view from the rear of the
17 property. And that's when we begin.

18 So, I asking the Board to find for the City that
19 this property's unsafe and to order the owner of the building
20 to have a demolition in thirty days.

21 CHAIR WEYMOUTH: Any questions from the City before
22 we hear from the respondent? I've got a question George. Is
23 it just the, is it just the addition that you're asking to
24 have removed?

25 INSPECTOR OLIVA: The addition, the addition, the

1 deck is the one that broke off already.

2 CHAIR WEYMOUTH: Right.

3 INSPECTOR OLIVA: But the main roof is coming apart
4 also. The water penetration --

5 CHAIR WEYMOUTH: The original roof.

6 INSPECTOR OLIVA: Yes. The trusses are getting
7 damaged and you could see already part of the wood that is
8 become with mildew already is growing into it.

9 CHAIR WEYMOUTH: All right. So the water getting
10 into the main structure of the house is not from where the
11 tie end of the addition is [inaudible] roof.

12 INSPECTOR OLIVA: No, because the part where the
13 master bedroom is to the front, and to the northwest part of
14 the property and there's water penetration on the roof also.

15 CHAIR WEYMOUTH: Okay.

16 MR. CROGNALE: George, the electrical is secure?

17 INSPECTOR OLIVA: At this moment, yes. We had the
18 power cut off from the pole. Because there were people
19 living inside and what they did they jump the electric meter.

20 MR. CROGNALE: No electricity to the premises now.

21 CHAIR WEYMOUTH: Not [inaudible]

22 INSPECTOR OLIVA: At this moment, no. No.

23 CHAIR WEYMOUTH: Is the respondent here? Does the
24 respondent want to be heard?

25 INSPECTOR OLIVA: I believe there's a lawyer from --

1 MS. PARIS: That's for the next case.

2 INSPECTOR OLIVA: Oh, the next case? No, we don't
3 have nobody then.

4 CHAIR WEYMOUTH: So there's no respondent here for
5 this case?

6 INSPECTOR OLIVA: No.

7 MS. PARIS: Sir, are you the owner for this
8 property?

9 MR. HICKMAN: I'm for 1441.

10 MS. PARIS: That's this one.

11 CHAIR WEYMOUTH: I don't believe he's been sworn in
12 in either of these, so.

13 MR. HICKMAN: That's not my house.

14 MR. HOLLAND: Yes he has, they did it [inaudible]

15 CHAIR WEYMOUTH: Oh, they did? All right, I'm
16 sorry.

17 MR. HOLLAND: That's okay.

18 MR. WEYMOUTH: I was taking a nap.

19 INSPECTOR OLIVA: I just want to add another
20 information for the Board on this structure.

21 MS. PARIS: It's not 1444?

22 INSPECTOR OLIVA: No, we're doing 16 --

23 MR. HOLLAND: I noticed that. She read in the top
24 one.

25 MR. BARRANCO: No, I think we were on the bottom

1 one.

2 MS. PARIS: No.

3 MS. HALE: No, Yes, yes, that's the number.

4 INSPECTOR OLIVA: Yes.

5 MR. MCKELLIGETT: Make a correction Dee. Read in
6 the property.

7 MS. PARIS: I read in the first one.

8 [The Board heard Case CE11111569 and returned to
9 this case later]

10

11

6. Case: CE11111569

12

BROWN, MORRIS L & JACQUELINE D

13

1642 NW 13 CT

14

15 MS. PARIS: Okay, apparently this was evidence for
16 case at the bottom of page five. Case CE11111569, the
17 Inspector is Georgia Oliva, the address 1642 Northwest 13
18 Court, the owner, Morris L. and Jacqueline D. Brown.

18

19 We have service by posting on the property 6/14/12,
20 advertising in the Daily Business Review 6/29/12 and 7/6/12.
21 We have certified mail as noted in the agenda.

21

22 CHAIR WEYMOUTH: The presentation that was just
23 given to us by you, Doc - Doctor? Inspector Oliva, was that
24 for Northwest 13 Court?

24

INSPECTOR OLIVA: Yes sir.

25

CHAIR WEYMOUTH: Okay.

1 INSPECTOR OLIVA: And I read the case number of the
2 record so that way. I just want to add another information
3 on this property if you'll allow me.

4 MR. HOLLAND: And, so, we do have a respondent?

5 CHAIR WEYMOUTH: It would appear that we do.

6 INSPECTOR OLIVA: I just want to show you guys on
7 the Florida Building Code under Chapter 16 116.2.2, the
8 evaluation criteria for this property and the damage that it
9 has, which is over fifty percent of the cost to have it
10 rebuilt, the property again. And this is something new that
11 we are adding to the cases now, where you can see -- let me
12 move over here -- where you can see that the price to replace
13 the property is over \$166,000 and the price to repair the
14 existing one is about \$132,000.

15 CHAIR WEYMOUTH: And whose valuation is that?

16 INSPECTOR OLIVA: This is an evaluation that I did
17 based on the book that we have to evaluate the price and the
18 cost of the construction or repair of the property or an
19 addition also. And we're doing this to meet the new
20 requirement of the Florida Building Code 116.2.2.2 which
21 require an evaluation criteria on the unsafe structures.

22 CHAIR WEYMOUTH: And is that done based on a per
23 square-foot basis?

24 INSPECTOR OLIVA: Based on the square-foot plus the
25 cost of the interior, like, for example the bath and the

1 kitchen, the appliances, the design and the permit and we
2 come to a grand total. I would say maybe it's like ninety
3 percent good because always it depends on who's doing the
4 work and the criteria of the evaluation would go up and down.
5 But I would say it's very close to what it is now a day.

6 CHAIR WEYMOUTH: And what does that come out to a
7 square-foot?

8 INSPECTOR OLIVA: I don't have it by square-foot.

9 CHAIR WEYMOUTH: How many square feet is this?

10 INSPECTOR OLIVA: I have 94.42 per square-foot plus
11 you have to add the bathroom, closet, kitchen, appliances,
12 the design, the plan, all that. And the total square footage
13 of this property is 1598.

14 CHAIR WEYMOUTH: Three hundred bucks a square-foot
15 plus or minus.

16 INSPECTOR OLIVA: Yes. More or less, it's going
17 now from 100 to 120. What I did when I used the criteria, I
18 went for the less expensive one, so I used the economic one.
19 And it started with eighty to ninety-five per square and then
20 when you start adding the extras, and the multiples, you come
21 up to about ninety-five.

22 CHAIR WEYMOUTH: [inaudible] The eighty to \$95 per
23 square-foot that you're referencing, that's for new
24 construction.

25 INSPECTOR OLIVA: That would be to replace the

1 existing property. And if you want to repair, you have
2 about, close to about eighty percent of that property's been
3 damaged so if you go eighty percent of the total value, it
4 would come out with a hundred and thirty-two.

5 CHAIR WEYMOUTH: Beyond the roof, is there any
6 structural damage to the house? I-beam failing, walls
7 failing, [inaudible]

8 INSPECTOR OLIVA: As you saw my pictures, the
9 rafter, the one that broken from the main beam, but the
10 structure of the walls is CBS but you still got to replace
11 the drywall, the electrical, all the windows have to meet the
12 new Florida Building Code and the electrical have to be
13 upgraded to the new code, so.

14 CHAIR WEYMOUTH: The failing truss that you showed
15 in your presentation is in the unpermitted addition, correct?
16 Or is that in the main house?

17 INSPECTOR OLIVA: No, the addition has a permit; it
18 was built with a permit.

19 CHAIR WEYMOUTH: I'm sorry, I'm still on the old
20 case. Sorry.

21 MR. JARRETT: I have a question for George.

22 CHAIR WEYMOUTH: Go ahead.

23 MR. JARRETT: George, I have a question for you.

24 INSPECTOR OLIVA: You can see the permit history
25 right here and you can see that the addition was done with a

1 permit right here. Those are the permit that belong to the
2 addition. And I have a --

3 [Inspector Oliva displayed the property's permit
4 history]

5 MS. HALE: It's a little hard to see the dates on
6 those permits, were they recent or not?

7 INSPECTOR OLIVA: No, they're way back, almost --

8 MS. HALE: There's no date on these, there's no
9 date on these.

10 INSPECTOR OLIVA: Yes, the date's there, let me --

11 MS. HALE: Oh, I see. Yes.

12 INSPECTOR OLIVA: You can see it right on the top.

13 MS. HALE: I see.

14 MR. JARRETT: George, I have a question for you.

15 INSPECTOR OLIVA: Sure.

16 MR. JARRETT: The damage to the roof that we saw in
17 the photographs, does that present a storm damage to the
18 surrounding properties if, should we have a hurricane?

19 INSPECTOR OLIVA: If that roof uplifts, going to
20 land right on the next door property and the owner of that
21 property is one of the person that's been in contact with me
22 calling and wondering how long it's going to be.

23 MR. JARRETT: In your opinion, it definitely
24 presents a hazard there.

25 INSPECTOR OLIVA: Into my professional opinion,

1 there is a life safety issue only, not for anybody inside the
2 property, but for the neighborhood in case of high wind, that
3 roof deck going to lift up, there's nothing holding it, it's
4 completely loose.

5 MR. JARRETT: Okay, thank you.

6 CHAIR WEYMOUTH: Any other questions from the City?

7 INSPECTOR OLIVA: Sure.

8 CHAIR WEYMOUTH: Okay. Now we'll hear from the
9 respondent.

10 MS. PARIS: While the owner's not here, there is an
11 attorney who is a representative for the bank.

12 CHAIR WEYMOUTH: Okay.

13 MR. ABLOSKY: Very quick, you guys, I'm not here to
14 refute any of the claims made on the --

15 MR. MCKELLIGETT: State your name.

16 MR. ABLOSKY: Jason Ablosky, on behalf of Aldridge
17 Connors and the plaintiff in the foreclosure action.

18 CHAIR WEYMOUTH: Has he been sworn in?

19 MR. ABLOSKY: No, but I can do so right now.

20 MS. WALD: [inaudible] testifying as to facts then
21 they have to be sworn in. If you're not testifying as to
22 facts --

23 MR. ABLOSKY: I'm not testifying as to facts.

24 MS. WALD: Then he doesn't have to be sworn in.

25 CHAIR WEYMOUTH: Okay.

1 MR. ABLOSKY: It's just the reality of the
2 situation that if the property will be properly brought to
3 code that the bank will have to do it on behalf of the
4 borrower so the banks usually just ask that we be given the
5 maximum amount time allowed by the code to bring it back up
6 to spec.

7 MS. HALE: That's right.

8 MR. LARSON: I'm concerned that it's, by the time
9 they get done tearing everything out it's not going to be
10 able to meet the code. It might be cheaper to tear it down
11 and rebuild it.

12 MR. ABLOSKY: Correct. I mean, it's, that's the
13 most likely the course of action. But the, just the maximum
14 of time allowable to demolish the structure.

15 MR. LARSON: Okay, that's thirty days.

16 MR. ABLOSKY: Right, because more often that we're
17 not building the house back up, we're probably just going to
18 level the roof in this case.

19 CHAIR WEYMOUTH: Okay.

20 MR. LARSON: Thank you.

21 MR. HOLLAND: Mr. Chair. My comment to that is we
22 got hurricane hazard in the peak of hurricane season.

23 MR. ABLOSKY: Okay.

24 MR. HOLLAND: Life safety issue for others.

25 MR. ABLOSKY: I know this Board certainly has to

1 take that into consideration.

2 CHAIR WEYMOUTH: I think, I think, if I'm correct,
3 if someone were to read in the demolition clause, it'll give
4 you thirty days to do the demolition, if not, the City'll do
5 it. So, if you're asking what the City can allow, I think
6 that's what the City can allow.

7 MR. ABLOSKY: Okay.

8 CHAIR WEYMOUTH: So, that's my interpretation. And
9 if it's wrong, then hopefully somebody will correct me but.

10 MR. JARRETT: Are we ready for a motion?

11 CHAIR WEYMOUTH: Any other comments? Any questions
12 for this gentleman?

13 MR. LARSON: Mr. Chairman, I'd like to make a
14 motion if it -

15 CHAIR WEYMOUTH: Yes sir.

16 MS. HALE: Yes.

17 MR. LARSON: I move that we find that the
18 violations exist as alleged and that we order the property
19 owner to demolish the structure within thirty days and that
20 we ordered the City to demolish the structure should the
21 property owner fail to timely demolish. Such demolition to
22 be accomplished by a licensed demolition contractor pursuant
23 to a City-issued to demolition permit.

24 MS. HALE: I'll second that.

25 CHAIR WEYMOUTH: Mr. Larson's made a motion,

1 somebody want to make a second?

2 MS. HALE: I did.

3 CHAIR WEYMOUTH: Okay. Ms. Hale seconds it. Any
4 further discussion? All in favor say aye.

5 BOARD MEMBERS: Aye.

6 CHAIR WEYMOUTH: Any opposed? Okay.

7

8 **5. Case: CE11071480 [Part 2]**

9 MS. PARIS: We will now move to the top of page
10 five to our last case, new business case, CE11071480, the
11 Inspector, George Oliva, the address, 1444 Northwest 1
12 Avenue, the owner, Mark S. Hissman, Hickman.

13 We have service by posting on the property 6/14/12
14 we've advertised in a Daily Business Review 6/29/12 and
15 7/6/12. Certified mail as noted in the agenda.

16 CHAIR WEYMOUTH: Mr. Oliva, you're back up to the
17 mic.

18 INSPECTOR OLIVA: Sorry Board, bear with me. This
19 is something new that we're doing for the first time. Just
20 leave it there for -- yes, picture first.

21 George Oliva, Building Inspector for the City. I'm
22 presenting case number CE11071480 on today's agenda page
23 five.

24 This case was opened back on July 19, 2011 and the
25 following pictures were taken on that day when I did my re-

1 inspection. I would like to submit them into the records.

2 [Inspector Oliva displayed photos of the property]

3 The pictures I'm showing at this moment, the front
4 of the dwelling. This is the rear of the dwelling where the
5 addition was performed and it was left halfway. You can see
6 that we have a slab, we have a roof deck and we have four
7 supporting columns and on the other side we have a wall made
8 out of plywood that has some roof papers trying to protect
9 the wood from damage. There's no stucco on it. There's
10 like, I would say about forty percent completion into it.

11 And I'm going to show you once again the Florida
12 Building Code. This time we're going to do a different one,
13 we're going to be using -- let me move over.

14 CHAIR WEYMOUTH: Going to be using what? I'm
15 sorry.

16 INSPECTOR OLIVA: We're going to be using the one
17 for the thirty, no the fifty percent, which have to do with
18 the halfway repair/replacement on unsafe building when it's
19 not completed.

20 This is from Broward County Property Appraiser.
21 This is the area where the addition was been built on the
22 rear of the property. And by the square footage that we have
23 this addition was going to be a hundred and ninety-three
24 square foot. You can see it right here also where it shows
25 in the property appraiser. It's kind of hard for you guys to

1 see it there, but it says a hundred and ninety-three also.

2 It verify my numbers.

3 So, once again, after we do the calculation using
4 the cost chart and the depreciation tables. And this part
5 right here, we're doing it for an addition on the property,
6 and we're using the factor 99.09 under the two hundred square
7 footage, plus the add-ons that we had to do according to the
8 table. And the [inaudible] will come out that the price of
9 the cost to build the addition would be around \$22,000. And
10 being as is today about forty percent of completion, if we
11 remove that from the main cost to do the addition, we have
12 still a balance of \$13,000 to complete the work.

13 So, at this moment, under the new Florida Building
14 Code for the fifty percent of completion value that is
15 required for an addition to remain or to re-obtain a permit
16 to be complete, this property doesn't qualify under the
17 Florida Building Code to be finished or repaired. According
18 to the Florida Building Code, it needs to be removed.

19 So we asking the Board to find for the City that
20 this property's unsafe and to order the owner of the dwelling
21 to have the unsafe part of this property demolished in the
22 next thirty days. And we have the owner here.

23 CHAIR WEYMOUTH: Any questions for the City?

24 MR. CROGNALE: Yes, I have one question for Mr.
25 Oliva.

1 CHAIR WEYMOUTH: Go ahead Joe.

2 MR. CROGNALE: Looking at the pictures, all right,
3 looking at the pictures, was that slab that structure was on,
4 is that a new slab? Was that slab there in existence?

5 INSPECTOR OLIVA: We don't have any records in the
6 permit history that that slab was there.

7 MR. CROGNALE: And is the structure, you know, how
8 is it attached to that slab?

9 INSPECTOR OLIVA: We don't have any idea. We had
10 never have an inspection into the property.

11 MR. CROGNALE: Okay, because my question was going
12 to be, if it's structurally sound if an after-the-fact
13 permit, could it be brought up to code with an after-the-fact
14 permit?

15 INSPECTOR OLIVA: That would have to be done by an
16 engineer --

17 MR. CROGNALE: Correct.

18 INSPECTOR OLIVA: -- to do an evaluation. And then
19 do a report to the City and would be up to the Building
20 Officials to accept it.

21 MR. CROGNALE: That was my observation when I saw
22 the pictures.

23 INSPECTOR OLIVA: Right. It's not my call on that,
24 it's beyond me.

25 MR. BARRANCO: George, could you provide me with

1 that code reference you have there?

2 INSPECTOR OLIVA: Sure.

3 CHAIR WEYMOUTH: For the valuation.

4 MR. BARRANCO: Yes.

5 MR. JARRETT: I have a question for George too.

6 INSPECTOR OLIVA: That belonged to Chapter 1 for
7 the Florida Building Code under the Board Rules and Appeal,
8 Section 116, Unsafe Structures.

9 CHAIR WEYMOUTH: Do you have a follow-up question
10 or can I ask another question? Go ahead Thornie.

11 MR. JARRETT: George, I have a question. I'm a
12 little confused. The addition is a hundred and ninety-three
13 square feet, was that the number that --

14 INSPECTOR OLIVA: Yes, according to the records and
15 according to my measurements.

16 MR. JARRETT: And that was on the Property
17 Appraiser's site plan? Or you drew that in there.

18 INSPECTOR OLIVA: No, no, no. I took it from the
19 Broward County Property Appraiser, the dimension.

20 MR. JARRETT: You see, the confusion is, is if it
21 wasn't built with a permit, he's paying tax on it and it's on
22 the sketch?

23 INSPECTOR OLIVA: That had nothing to do with
24 Broward County Property Appraiser. They go, they measure the
25 property, and whatever they see, you pay for.

1 MR. JARRETT: No, no, I mean, how did Broward
2 County get the dimensions without a [inaudible]?

3 INSPECTOR OLIVA: They go inside the property and
4 they do the measurements. They have, they do, every year
5 they do inspection. I've been working now with them after
6 the new management took over, we opened the gates of the
7 communication between Broward County and Code Enforcement and
8 I'm following a lot of these cases where they go and they
9 find that the property has an addition but they don't see any
10 records of permit and they will send an e-mail to my
11 attention or to Gerry Smilen attention and we go and we
12 follow with a case.

13 MR. JARRETT: Okay.

14 CHAIR WEYMOUTH: Can you blowup that picture just a
15 little bit for us?

16 MR. LARSON: Mr. Chairman, Mr. Chairman, in the
17 past, what they usually do is go by the aerial photos of an
18 area. Then they match up area photos of what's there, then
19 they go into the, do the following what he has, that's how
20 they pick up on it.

21 CHAIR WEYMOUTH: Okay. John, do you have a follow-
22 up question?

23 MR. BARRANCO: No.

24 CHAIR WEYMOUTH: Okay.

25 INSPECTOR OLIVA: Thank you.

1 MR. BARRANCO: Not for George.

2 CHAIR WEYMOUTH: Very good. Good afternoon sir

3 MR. HICKMAN: Hello.

4 MR. WEYMOUTH: Am I to assume that you are Mr.
5 Hickman?

6 MR. HICKMAN: That's me.

7 CHAIR WEYMOUTH: Good afternoon, Mr. Hickman.

8 MR. HICKMAN: Hello. Okay, I'd like to straighten
9 up one thing about the question about, the question about
10 the, why the slab is there and everything. It's been there
11 since the property was built and it's always been a Florida
12 room. The difference is, and here's a, the original, showing
13 the slab. And it has always been on my taxes, it's always
14 been in the square footage because it's always been a
15 jalousied Florida room.

16 During Hurricane Wilma, most of the jalousie part
17 was blown out. There was a portion -- because we had like
18 five hurricanes that year -- they had told us at, and I don't
19 know how the information came about, but to have someone come
20 in, not even with a permit, just to secure the - the, to make
21 it like safe at the moment.

22 The, I battled for almost a year and a half with
23 Citizens Insurance. Finally they came in, they awarded the
24 money to complete it. That in turn is sitting in the bank's
25 vault. We can't get that. We've tried to get money released

1 to continue it. My mother lent me the money to, for the
2 materials and everything that we've come to this point.

3 That was done. What they did, which again, was
4 really just put in the hurricane straps. They did put the
5 plywood and on the top. It's two columns, not four, the rest
6 of it is attached to the eave of the house. And, you know,
7 we can - but I really wanted somebody to come in, like an
8 inspector to come in. That's why I'm here, to get
9 information.

10 So, we want to continue it. The, I don't feel it's
11 unsafe even from an engineering point. There is a bad point,
12 I've been waiting so long that some of the plywood has went
13 bad like in like a two by two foot square foot area.

14 I would just prefer not to tear it down, and not
15 just because any, because of what's went in it. I honestly,
16 I'm willing to have it inspected if there's some way we can
17 get this, again, I just don't know the process.

18 I would like to continue with it. We've, I've,
19 I've been in contact with, or tried to get in contact with
20 the contractor which I thought had pulled a permit for it as
21 recently as two weeks ago. I mean I keep, and he has said
22 he's called and left messages with Mr. Oliva. I have left
23 messages also.

24 Again, I just want information on how -- and I know
25 it's going to take time -- I don't feel it's, and I

1 understand the hurricane thing. The other, the, where the
2 wall is I actually think it's safer. It used to be just all
3 jalousie. Now we have the wall on one side at least blocking
4 that. I don't think there's a uplift factor, but again, I'm,
5 and the two columns that are there are tied into the slab.

6 If I can get just an inspection to know what we can
7 do at this point. When I received the letter, to get a
8 engineer's drawing, that ended up, it was \$800 just to have
9 someone do a drawing for this meeting and I just don't have
10 \$800 to put into a drawing.

11 And I, just so you know, what, you know, at this
12 point, can I, you know, I heard him say they're recommending
13 to tear it down. If we have to, we have to. I mean that's,
14 but I'd just, if there's a way to get it inspected to see how
15 we can proceed or, you know, I just don't know the process.

16 MR. CROGNALE: Mr. Weymouth --

17 MR. HOLLAND: [inaudible]

18 MR. CROGNALE: -- may I make a comment?

19 MR. HICKMAN: But it has always been a room.

20 CHAIR WEYMOUTH: Hang in just a second. Go ahead
21 Joe.

22 MR. HOLLAND: Yes, actually, we can't offer that
23 kind of advice, but you're obligated to get your own design
24 professional to meet the code.

25 MR. HICKMAN: Right, um-hm. [affirmative]

1 MR. HOLLAND: And there's a lot going there. There
2 was this discussion of the slab which I think Joe mentioned -
3 -

4 MR. HICKMAN: It's been there since inception.

5 MR. HOLLAND: Right, it's been incorporated into
6 the new structure, so it has to be verified that reinforcing
7 steel and everything meets current code which isn't easy when
8 the concrete's poured. So, very expensive investigative
9 matters to determine whether --

10 MR. HICKMAN: Even though it was built when the
11 house was, that slab was put there when the house was built?

12 CHAIR WEYMOUTH: Unfortunately, code has changed
13 over the years.

14 MR. HOLLAND: Codes have changed, and when they do
15 an addition you have to bring it up to current code. And
16 that's the problem with that slab. It's hard to grasp and
17 accept but --

18 MR. HICKMAN: I understand but, and here again, and
19 we didn't do the addition. It's been there since 1952. We
20 just changed, but, and it's always been two columns, the slab
21 has been, the room has been there. We just don't have
22 jalousies now [inaudible] the wall.

23 MR. HOLLAND: Oh, so all that framing is original,
24 you're saying.

25 MR. HICKMAN: We put up the wall on the alley side,

1 on the north side. We did put up that wall.

2 MR. HOLLAND: What's the roofing material
3 currently? Just rolled roofing?

4 MR. HICKMAN: Again, they put, they, alls they did
5 is on the beams they put that, it's not plywood it's like a
6 particle wood and then they put the roofing over it. And I
7 was told that on the side, they told me that that was what
8 went on before the stucco and then they were supposed to come
9 out again --

10 MR. HOLLAND: Okay.

11 MR. HICKMAN: -- I got a sliding glass door for the
12 other side.

13 MR. HOLLAND: Right.

14 MR. HICKMAN: -- but then, like I said I've been
15 trying, really it's four years to get these [inaudible] done.

16 CHAIR WEYMOUTH: My suggestion, my suggestion, and
17 we'll see where comes out in a motion is, it sounds like you
18 want to work with the City to try to rectify the situation
19 and so --

20 MR. HICKMAN: Of course. I've had the house almost
21 thirty years.

22 CHAIR WEYMOUTH: You, I'll tell you you'll need to
23 get an architect, you'll need to get an engineer out there
24 to, because they're going to have to look at what your
25 existing conditions are, and what the uplifts are --

1 MR. HICKMAN: Of course.

2 CHAIR WEYMOUTH: -- and there's calculations for
3 all this, but I think we need to go back to the City to see
4 if there's anything that needs to be done to this to make it
5 as safe as possible.

6 MR. HICKMAN: Sure.

7 CHAIR WEYMOUTH: In the event that there is an
8 extension [inaudible] so --

9 MR. HICKMAN: Yes, I don't want to hurt my
10 neighbor's property with something from mine. So, of course.

11 CHAIR WEYMOUTH: No, there's quite a bit of
12 footwork that you need to do.

13 MR. HICKMAN: Okay.

14 CHAIR WEYMOUTH: But, you know, I don't think, I
15 think that you know, you should have an opportunity to try to
16 at least address it, so. Joe?

17 MR. HOLLAND: Part of the testimony you gave was
18 sounded like a financial hardship, monies tied up at a bank?

19 MR. HICKMAN: I'm well, for that --

20 MR. HOLLAND: Citizens' [inaudible]

21 MR. HICKMAN: I'm on disability and I don't work
22 and I'm doing this all out of pocket.

23 MR. HOLLAND: Right.

24 MR. HICKMAN: And my mother's too old, really, to
25 help because she knows, she's --

1 MR. HOLLAND: Specifically, if I may --

2 MR. HICKMAN: Yes, they're --

3 MR. HOLLAND: -- you mentioned you had a claim
4 payout from Citizens Insurance --

5 MR. HICKMAN: Yes Citizens --

6 MR. HOLLAND: -- and it's in and it's tied up in a
7 bank currently. Can you explain that?

8 MR. HICKMAN: Yes, it's actually been, it's, you
9 know, I couldn't pull a permit. They held the money and they
10 want to see it finished before they'll release the money.
11 And at one point we were told that they can release part of
12 the funds but -- I have [inaudible]

13 MR. HOLLAND: Yes could you, I have trouble
14 understanding that. I don't think that is usually the case
15 with the insurance companies today.

16 MR. HICKMAN: That they wrote the check to me and
17 the bank. The bank took the checks and they won't sign it
18 until it's [inaudible]

19 MR. HOLLAND: Oh, so the bank wants it.

20 MR. LARSON: The bank wants, the bank won't sign
21 off on it --

22 CHAIR WEYMOUTH: They won't countersign the check.

23 MR. HICKMAN: So they [inaudible] \$16,000.

24 MR. LARSON: They will on a partial, but the banks
25 are very --

1 MR. HOLLAND: Okay.

2 MR. LARSON: -- they're a pain in the neck believe
3 me, I've been through it.

4 MR. HOLLAND: Okay.

5 MR. HICKMAN: Right, and that's, and the contractor
6 has to do it and that's why I've been after this contractor
7 for almost four years, to do this.

8 CHAIR WEYMOUTH: Joe, you had a question?

9 MR. CROGNALE: Yes, the question I have is pretty
10 much what Mr. Holland says. With a one little turn on it.
11 Have you thought about going to the City as an owner and
12 applying for a permit, and they will tell you what you'll
13 need.

14 MR. HICKMAN: See, and, no, I understand.

15 MR. CROGNALE: -- We won't tell you what you need
16 we know, and we pretty well know but --

17 MR. HICKMAN: I [inaudible] for this particular
18 [inaudible] just because it's an addition but I was told I
19 could not get a --

20 MR. CROGNALE: -- if you made an application, made
21 an application, then they would tell you in plan review, what
22 you would need design professional, td-da, ta-da, ta-da --

23 MR. HICKMAN: Sure.

24 MR. CROGNALE: So that may be a way to go to
25 because as an owner you can apply for a permit --

1 MR. HICKMAN: Right.

2 MR. CROGNALE: -- if it's within certain amount of
3 money.

4 MR. HICKMAN: Right. Okay, because I was just told
5 again, I don't know if it's because it was an addition or
6 because of what was involved that I couldn't get a, like a
7 homeowner's permit.

8 MR. CROGNALE: What you're asking the Board is, and
9 we're trying to give you anything that salvageable.

10 MR. HICKMAN: So I can, I'll just go apply for it
11 and then they'll tell me if I can or not.

12 MR. CROGNALE: Yea or Nay.

13 CHAIR WEYMOUTH: You're not going to be able to
14 apply for a permit without drawings; you're going to need to
15 get an architect or an engineer out there.

16 MR. HICKMAN: Right.

17 CHAIR WEYMOUTH: Get an architect out there, he'll
18 guide you down the path.

19 MR. HICKMAN: That's the first step.

20 CHAIR WEYMOUTH: My question to both of you is,
21 this was first inspected on July 19. You sound like a -- of
22 2011 -- you sound like a guy that wants to be proactive in
23 this. What's been going on for the last year?

24 MR. HICKMAN: Well the -- this has been this way
25 for four years, I'm wondering why it's just now coming out.

1 CHAIR WEYMOUTH: I know but this came on the City's
2 radar a year ago. I mean, you sound to be very proactive and
3 I'm sure that this didn't sneak up on you. I mean --

4 INSPECTOR OLIVA: George Oliva, Building Inspector
5 for the City. What happened, when the case was opened, was
6 opened by Code, Code carried the case for ninety days and
7 then it was transferred to me. When it was transferred to
8 me, I sent the gentleman and inspection report. He called me
9 and I granted him ninety days so he could finish the dealing
10 and wheeling with the bank and the insurance so he could get
11 his money.

12 Time went by, nothing happens, sent a final notice,
13 nothing happened and then here we are. I can't allow the
14 property to remain unsafe if it's completely open as you can
15 see on the pictures. We get a hurricane and you know where
16 that's going to be landing.

17 CHAIR WEYMOUTH: Well, and that's, that's --

18 INSPECTOR OLIVA: Somewhere [inaudible]

19 CHAIR WEYMOUTH: I would tell you that I think I
20 know the temperature of this Board, Mr. Hickman, and I think,
21 you know, I think that you'll get some time to try to correct
22 it. I don't think the Board will be as lenient as the City,
23 you know, as we go into these hurricane seasons --

24 MR. HICKMAN: [inaudible]

25 CHAIR WEYMOUTH: I mean, our responsibility is to

1 watch out for the goods of the neighborhood and the safety of
2 the other residents. So, any, any other comments or
3 questions of --

4 INSPECTOR OLIVA: Yes. George Oliva again. I just
5 want to make a comment that him as a homeowner is allowed to
6 obtain the permit to build or rebuild whatever part of the
7 house he needs to be done.

8 The only thing that he's going to be requiring is
9 that drawing, and a calculation for the load winds from an
10 engineer. But he needs to get one like he said. But the
11 thing is that yes, he can as a owner/builder he's allowed to
12 have the permit.

13 MR. JARRETT: I have a question for him.

14 CHAIR WEYMOUTH: Go ahead Thornie.

15 MR. JARRETT: We've talked about time and the fact
16 that we're in hurricane season. Mr. Hickman, if we were to
17 like give you a 30-day extension today, would you come back
18 in thirty days with a architect? Not a set of plans, we
19 wouldn't expect you to have a set of plans drawn that quick,
20 but would you come with an architect under contract to start
21 this process?

22 MR. HICKMAN: I can make that happen.

23 MR. JARRETT: Could you do that?

24 MR. HICKMAN: I can't finish the project but --

25 MR. JARRETT: No, no. You're not even going to get

1 a permit.

2 CHAIR WEYMOUTH: We just want to see progress.

3 MR. JARRETT: We just want to see progress. And
4 the reason that we're pushing this is because we're in
5 hurricane season.

6 MR. HICKMAN: I understand.

7 MR. JARRETT: And we're coming into the bad part of
8 the season and we like to see something done on it.

9 MR. HICKMAN: Um-hm. [affirmative] Now --

10 MR. JARRETT: Would you agree to that if we gave
11 you an extension?

12 MR. HICKMAN: -- architect or an engineer or are
13 they both one and the same?

14 MR. JARRETT: I'm sorry, say --

15 MR. HICKMAN: Architect or an engineer or are they
16 the same?

17 MR. JARRETT: You get your architect and I'd be
18 happy with that because he will get an engineer if he needs
19 one.

20 MR. HICKMAN: I see.

21 MR. JARRETT: He will determine that.

22 MR. HICKMAN: Yes sir.

23 MR. JARRETT: Okay, I'm ready to make a motion.

24 CHAIR WEYMOUTH: Are there any other questions of
25 the City or the petitioner?

1 MR. BARRANCO: Well, yes, just one.

2 CHAIR WEYMOUTH: Okay.

3 MR. BARRANCO: Is your intent to eventually rebuild
4 that carport? Is this something you really -- or not carport
5 -- but enclosure, Florida room.

6 MR. HICKMAN: Yes, the Florida room. Oh yes, yes.
7 I want it, I actually want it as an enclosed, I'm sorry, yes
8 we plan that to be an enclosed room not a Florida room
9 anymore but a [inaudible]

10 MR. BARRANCO: Because right now it's kind of a
11 shed the way it's set up now.

12 MR. HICKMAN: Yes, right now it's got my gardening
13 equipment in it. That's why when I went to tear it down the
14 other day, I looked around and I'm like, all this stuff's
15 just going to be out in the open and it's not, I didn't see a
16 win out of that, you know. So I just figured I'd come here,
17 see what, because I was going to just tear it down and I just
18 couldn't do it. I had to come here and find out what could
19 be done.

20 MR. BARRANCO: Yes. Usually, well, just to give
21 you a little background on this Board, usually we'll grant
22 extensions in special cases like this and eventually it just
23 comes to the point where it's unsafe, not only for you but
24 everybody around you and --

25 MR. HICKMAN: I understand.

1 MR. BARRANCO: -- we only have one choice and once
2 that order's put in that's it.

3 Mr. HICKMAN: Um-hm. [affirmative] That's why I
4 wanted it to be kind of addressed or, you know, I know you
5 can't just have an inspector go look at it but maybe even ask
6 them come and meet me at the property to look and see that
7 it's not an immediate danger.

8 MR. BARRANCO: Right.

9 MR. HICKMAN: Because like I said, it was done
10 professionally. I feel it's not, and like I said I'll just
11 do what you said and get a architect.

12 CHAIR WEYMOUTH: It's the City's opinion that it is
13 an unsafe structure so I would advise you to not bring the
14 City out there. I'd go hire an architect.

15 MR. HICKMAN: No, I understand.

16 CHAIR WEYMOUTH: Mr. Holland, you had a question.

17 MR. HOLLAND: Yes, Mr. Jarrett's point is well
18 taken about having the architect or engineer under contract.
19 A lot of people come in, we can't force you to do that of
20 course but it would behoove you, in our opinion, to do so.
21 Often architects come in and they've quoted, but I think it
22 would behoove you to have more of a firm contract signed.

23 MR. HICKMAN: Just to have someone actually hired
24 to complete --

25 MR. HOLLAND: Execute a contract is, would be --

1 MR. CROGNALE: It would give the Board more comfort
2 that you [inaudible]

3 MR. HICKMAN: Sure. No, I understand. It'd give
4 me more comfort too. Because the contractor, I never did
5 even get any paperwork from them. They did what they did on
6 a weekend and here again, four years later I'm still trying
7 to get them to finish that. It's obviously not going to
8 happen.

9 CHAIR WEYMOUTH: Any other questions or comments?
10 Somebody like to make a motion?

11 MR. JARRETT: I'll make a motion

12 MR. WEYMOUTH: Mr. Jarrett.

13 MR. JARRETT: I move that we find the violations
14 exist as alleged, oh, this is new wording. And that we grant
15 the respondent twenty-eight day -- I said thirty, but I'm
16 sorry, it's twenty-eight -- twenty-eight days to bring the
17 property in compliance.

18 MR. HICKMAN: [inaudible] compliance.

19 MR. JARRETT: What we're doing is, we're giving you
20 an extension of twenty-eight days --

21 MR. HICKMAN: Correct.

22 MR. JARRETT: And you should come back with an
23 architect.

24 MR. HICKMAN: And the plans [inaudible]

25 MR. JARRETT: And if you do come back with an

1 architect under contract, I'm sure we'll give you enough time
2 to get your plans drawn.

3 MR. HICKMAN: Okay, yes sir.

4 CHAIR WEYMOUTH: Okay, do we have --

5 MR. HOLLAND: I'll second.

6 CHAIR WEYMOUTH: We have a second. Any additional
7 discussion? Hearing none we'll put it to a vote. All those
8 in favor say aye.

9 BOARD MEMBERS: Aye.

10 CHAIR WEYMOUTH: Any opposed? Motion carries.
11 Thank you sir.

12 MS. PARIS: That concludes all the cases on the
13 agenda and we have any communication to the City Commission?

14 MR. LARSON: Mr. Chairman, I have one question.

15 CHAIR WEYMOUTH: Go ahead.

16 MR. LARSON: On case number 08101034 on 50 Isle of
17 Venice?

18 CHAIR WEYMOUTH: Yes?

19 MR. LARSON: Can I have a little more detail on why
20 that case was withdrawn. That's been going on way too long.

21 MS. PARIS: Sure, hang on just a second. Jorg?
22 Jorg?

23 MR. LARSON: It should be, should have been torn
24 down long time ago.

25 MS. PARIS: I understand. Apparently there's been

1 quite a bit of work done. Jorg, could you come and speak
2 with them about 50 Isle of Venice?

3 CHAIR WEYMOUTH: Good afternoon Mr. Hruschka.

4 INSPECTOR HRUSCHKA: Good afternoon Board. Jorg
5 Hruschka, Building Inspector, City of Fort Lauderdale.
6 Answering some questions on 50 Isle of Venice I guess.
7 Actually I had a long --

8 CHAIR WEYMOUTH: The question is, why was it
9 withdrawn?

10 INSPECTOR HRUSCHKA: Why was it withdrawn? I had a
11 long conversation with Mr. Brown.

12 MR. LARSON: Can you speak into the mic?

13 INSPECTOR HRUSCHKA: Oh it's not, can you hear?
14 Okay. I had a long conversation with Mr. Brown where he
15 promised me that he was going to mobilize within a couple of
16 days, which he did. I inspected the property last Monday, he
17 had two people on the job, he had four people on the job as
18 promised on Wednesday.

19 He built up, on Friday he had already framework
20 done for the tie beam. As of yesterday afternoon, the tie
21 beam and the steel is in on the second floor. He's going
22 full speed ahead, okay, get it done.

23 So, he had an open permit that he still had active
24 now he has gotten progress. He put the manpower and the
25 material on, onto the job as per requirement Chapter 1 of the

1 Florida Building Code and --

2 MR. LARSON: So the permit has been pulled.

3 INSPECTOR HRUSCHKA: He had the permit already, it
4 was active. We just want to make sure that he continues
5 either demolish it or finish it. It has been five years
6 since we, well actually six years, right, since Wilma and it
7 has been a long story and everyone was getting tired of it.
8 So right now I feel very comfortable that he's doing it.

9 I withdrew it but I also have an understanding with
10 him if he does not continue in a progressive manner and we, I
11 keep an eye on it every week two, drive by, see if there's
12 progress made. If he doesn't do it, he knows I will take him
13 back before the Board to get a final order issued by you
14 saying look, this is too much now because there was no more
15 extensions that Mr. Augustin would have been granting for
16 renewals and it was like do or --

17 MR. LARSON: Yes, because this has gone on way too
18 long.

19 INSPECTOR HRUSCHKA: Or let's get it done, you
20 know.

21 MR. LARSON: As long as there's some action going
22 on and they're moving along [inaudible]

23 INSPECTOR HRUSCHKA: Yes, and if you look at it
24 right now it's all nicely framed in the steel is all there.
25 I actually stuck my nose and took a look at it. I didn't do

1 a tie beam inspection it wasn't my job but I made sure that
2 he has it.

3 MR. LARSON: Thank you.

4 CHAIR WEYMOUTH: Thanks Jorg.

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6 **BOARD DISCUSSION**

7 MR. BARRANCO: Got one more question.

8 MS. PARIS: And I believe before we go Brian has
9 something to [inaudible]

10 CHAIR WEYMOUTH: Say that again, I'm sorry. What
11 was that Dee?

12 MS. PARIS: And apparently Ginger has something to
13 say and then Brian does.

14 CHAIR WEYMOUTH: I thought you said she was going
15 to sing.

16 MS. PARIS: First she --

17 CHAIR WEYMOUTH: [inaudible] Karaoke? Got to be
18 careful, we're still on the record.

19 MR. BARRANCO: Hey Mike?

20 CHAIR WEYMOUTH: Yes sir?

21 MR. BARRANCO: Before Ginger makes a presentation
22 I've got a quick question.

23 CHAIR WEYMOUTH: Okay. Hang on just a second.

24 MS. WALD: Ginger Wald, Assistant City Attorney.
25 Just a couple things.

1 CHAIR WEYMOUTH: John's got a quick question.

2 MS. WALD: Oh, sure.

3 MR. BARRANCO: Can I just ask a question? I'm kind
4 of embarrassed because I've got the new code at the office
5 and --

6 MS. WALD: Well, I'm handing them out.

7 MR. BARRANCO: Oh.

8 MS. WALD: I think you're reading my mind. Scary.

9 MR. BARRANCO: Thank you.

10 MS. WALD: Ginger Wald, Assistant City Attorney.
11 As you're aware and as, and I, if I would have been here last
12 month I would have handed them out. So again, I apologize
13 for not being here last month. What I have for you is I made
14 copies specifically of the unsafe structures section of the
15 Florida Building Code Broward County amendments. I made
16 copies for each one of you. I think I might have extras. So
17 let me hand those out.

18 CHAIR WEYMOUTH: Is this addressing the thirty-
19 three percent and the fifty percent? Good. Good.

20 MR. BARRANCO: See, I was about to apologize
21 because I'm thinking everybody got e-mailed this and I didn't
22 open my e-mail.

23 MR. CROGNALE: I just did my continuing education,
24 I had to go through this already. It's all part of my
25 continuing education.

1 MS. WALD: Okay. So, this was amended, along with
2 the Florida Building Code, as you know, of 2010 and we're
3 always behind with the numbers. And this is the Broward
4 County amendments that went into effect I believe March 1,
5 2012. Chris? Chris? March 15, 2012.

6 A lot of the cases that you had previous to now
7 were under the old code. Some changes have been made. The
8 fifty percent rule and the thirty-three percent rule have
9 always been in there. What has occurred is some different
10 cases have come down from court as appeals and they have
11 specifically stated, now that was before this code, but they
12 specifically stated that the fifty percent or the thirty-
13 three percent valuation criteria must be on every single one
14 of these Unsafe Structure Board cases.

15 So, on all these new cases that you are going to be
16 hearing in front of the Board, if the request is going to be,
17 as most times it is, an order to demolish, then they're going
18 to, the inspectors are going to have to put on the valuation.
19 And of course you heard two of them today from Georgia Oliva.

20 And that valuation is going to be -- we looked at
21 it, that valuation is going to be done by the inspectors with
22 the Building Official being the supervisor, wherever he is, I
23 wish he would come up here -- over the inspectors to make
24 sure that that is done properly. The, because I don't use
25 the book.

1 CHAIR WEYMOUTH: Does that not open up to all kinds
2 of legal opinions that, you know, that you leave it up to a
3 property, or I mean a building inspector to come up with
4 valuation? I mean --

5 MS. WALD: Well, when you look at 116, and we did
6 discuss this, and when you look at 116 and it talks about how
7 to do the, excuse me, the valuation itself it doesn't talk
8 about the land.

9 And we, when we were talking about how was this
10 going to happen, some of the discussions that were occurring
11 was are we are going to use our real estate appraiser, are we
12 going to use our real estate department? And when we met
13 with him he said, well that's all fine and good but we look
14 at land, and we look at comparables we're not looking at
15 specifically a replacement versus a repair. And a
16 replacement is going to be based upon how much money is it
17 going to cost to replace this entire thing.

18 So again, there are, and if Chris is behind me I
19 hope.

20 MR. CROGNALE: That have a backup [inaudible] don't
21 they Ginger, don't they have a set of like Florida existing
22 building or something like that?

23 MS. WALD: Yes, yes.

24 MR. CROGNALE: That they use as a standard measure
25 what the values are?

1 MS. WALD: Yes.

2 MR. CROGNALE: Okay.

3 MS. WALD: And that's where I'm going to point to
4 Chris to tell you as to how that calculation is done.
5 Understanding your concerns, I had the same concerns. Again,
6 based upon the case law that has come out, that is going to
7 have to be done. And it's going to have to be done in each
8 one of these cases. What I'd like to do is give you the
9 opportunity now that it's been passed down, is to review that
10 and then to have those for next month specifically to discuss
11 so you have an opportunity to review what's actually in there
12 and any questions that you have to discuss it and questions
13 that you may have or may want to see in some of these cases.

14 CHAIR WEYMOUTH: I will confess that from my own
15 standpoint, before the attorney got up and air mailed it in,
16 he short-circuited. I was not going to vote for demolition
17 because to my own personal opinion and the way that the
18 valuation was determined it didn't make sense.

19 You know, to me, that structure had good bones.
20 The wall was good, the beam was good, the foundation was good
21 and you basically had to repair the roof or repair the
22 trusses and then start putting Humpty Dumpty back together
23 again, which I don't think would have taken \$100,000 to do.

24 Not having inspected or visited, I, you know,
25 there's just, I, that's my gut so I wouldn't have been so

1 quick to do that. Now, how do we carve that out of our
2 voting on how we see this, do we just take it as a foregone
3 conclusion that this table is going to stand up or are we
4 going to start getting a log jam down the road when these
5 things start to get appealed?

6 MS. WALD: Well, as to this, the only decision you
7 can make regardless of what's been put in front of you, what
8 cases are put in front of you, is the evidence that's brought
9 to you. So yes, you obviously use your own common sense and
10 you use your expertise but you can only make a decision on
11 the case based upon the evidence provided to you. If some of
12 the evidence that's provided to you is incomprehensible or
13 did not understand it then it's up to you to ask the
14 questions, to get the answers that you need and feel
15 comfortable with making that determination. And if those are
16 the questions that you have, you should definitely make them
17 at the time. Now, in, and let's not use a specific case.

18 MR. HOLLAND: Right.

19 MS. WALD: Let's just use generalization a case.
20 That information is going to be provided to you in the case
21 in chief by the City, by the Building Inspector. That being
22 said the defendant always has an, defendant, sorry,
23 respondent always have an, I've been writing motions for
24 summary judgment all week. The respondent always has the
25 opportunity to present their evidence whatever their evidence

1 is going to be and also to present their evidence that this
2 does not meet the fifty percent rule, this does not meet the
3 fifty percent rule or the thirty-three percent rule as to the
4 valuations.

5 Therefore, your order has to be to allow me to
6 still come into compliance and allow me to do X, Y and Z.
7 Now, those cases normally probably would not be brought to
8 you. Because if the valuation isn't going to be made, they
9 should be brought over to the Code Enforcement Board because
10 that would be the more proper place. But, this Board, under
11 116, when you read it you'll have a better opportunity to
12 understand, has the authority to say I do see that the
13 violations do exist but it doesn't meet this criteria.
14 Therefore we're going to order that you bring it into
15 compliance and bringing into compliance is going to be to
16 make those repairs.

17 MR. LARSON: Ginger, the, your costs are going to
18 be based on replacement value, not because --

19 MS. WALD: You read 116 and then we'll talk about
20 it.

21 MR. LARSON: It's based, because otherwise, the
22 land value is going to be separated.

23 MS. WALD: The land value is separate because we're
24 not talking about the land. Because the land doesn't have
25 the violation.

1 MR. LARSON: The land's going to be there and so if
2 the value is going to be, it has to be replacement.

3 MS. WALD: And there is, and, let me answer this
4 real quick. There is case law, not our cases by the way but
5 from another jurisdiction, where, and again, we're Broward
6 County, this was a different county, where their county tax
7 assessor's numbers were used and the court said you can't use
8 those numbers they're not what meets the Florida Building
9 Code because that takes into consideration land and then plus
10 you have all other considerations. So the numbers that they
11 use will not be used you will not hear those numbers.

12 MR. JARRETT: Ginger?

13 CHAIR WEYMOUTH: All right. Joe, then, oh okay go
14 ahead Thornie.

15 MR. JARRETT: Oh, I'm sorry. Let me get something
16 straight. Did you just say that basically we should accept
17 those cost estimates as being correct and not question it
18 unless the respondent brings it up?

19 MS. WALD: No, that's not what I said. No that's
20 not what I said.

21 MR. JARRETT: Okay.

22 MS. WALD: What I said was, you can't assume facts
23 that aren't in evidence. You can't decide, even though you
24 haven't heard something, that that's what you expect to hear.
25 The only way that you can make a decision is based upon the

1 evidence that's brought before you. And if you hear the
2 evidence that's brought before you and you do not believe it
3 meets those requirements then you make that decision.

4 MR. CROGNALE: Ginger it's my --

5 MS. WALD: That's what I meant by that.

6 MR. CROGNALE: It's my understanding that the
7 respondent, all right, the owner, he can present evidence
8 contrary to the fifty percent, thirty-three percent rule that
9 if he has the means available to him --

10 MS. WALD: Sure.

11 MR. CROGNALE: -- to do it, he can short-circuit
12 that.

13 MS. WALD: He, any, yes.

14 MR. CROGNALE: Okay, so then the owner, the owner
15 is part of the equation that he can modify those numbers.

16 MS. WALD: Oh yes, sure, yes, of course. The owner
17 can always, the respondent can always come in and provide
18 that testimony that's in opposite to the testimony provided
19 by the City.

20 MR. CROGNALE: He can mitigate the fifty percent
21 rule, thirty-three percent rule.

22 MS. WALD: Yes. Of course. Now, there's also,
23 when you read 116 you'll see the second section of it which
24 again, I don't really want to bog you down, but the second
25 part of 116, the owner also has the ability to come in here

1 and testify and say yes, it costs more than fifty percent but
2 I have the financial means to go ahead and make these changes
3 and here's why I have them.

4 And there's a bunch of elements, and I don't have
5 them memorized there's about what, six or seven that they can
6 overcome and you will see that in 116 too. And if that owner
7 can show that to you even though it meets the fifty percent
8 you can say okay we'll let you go ahead and repair.

9 CHAIR WEYMOUTH: So the inspector will determine
10 the value based on some of these tables that we've got, and
11 then the Chief Building Official will double check those
12 numbers before it appears here.

13 MS. WALD: Yes, I'm going to let him explain how
14 all that works because I wasn't involved in that process
15 because I'm not a contractor and I don't understand how to
16 read those yet. The understanding part, not the contractor.

17 MR. AUGUSTIN: Chapter 116 --

18 CHAIR WEYMOUTH: State your name for the record
19 please.

20 MR. AUGUSTIN: Excuse me?

21 CHAIR WEYMOUTH: You name please.

22 MR. AUGUSTIN: Chris Augustin.

23 MR. MCKELLIGETT: We are on record.

24 MR. AUGUSTIN: Are we? Okay. Chapter 116 was
25 recently rewritten. The chairman of the Broward County Board

1 of Rules and Appeals actually appointed me as the chair of
2 the ad hoc committee for the rewriting of Chapter 116. And
3 this was a concern of mine is the way this was all written.
4 If you read in 116.2 under criteria it did not used to read
5 this way.

6 It has since been changed to say, when any of the
7 following conditions exist, a building may be deemed unsafe
8 or a fire hazard. That was written that way because it was
9 kind of our opinion that the fifty percent rule and the
10 thirty-three percent rule may come into, into play. By the
11 way this was written, it was written this way with the means
12 that the fifty percent rule and the thirty-three percent rule
13 would not come into play.

14 So, I'm going to, Ginger has advised us that we
15 should still go forward with the valuation criteria but
16 that's not why it was written, it wasn't written this way to
17 still have the valuation part of it.

18 CHAIR WEYMOUTH: Okay.

19 MR. AUGUSTIN: So, I have mixed feelings about the
20 whole thing myself. I personally don't feel that the
21 valuation criteria should be part of it. It could either be
22 the valuation criteria or it could be the physical criteria.

23 MR. CROGNALE: So they're going to use the RS means
24 criteria.

25 MS. WALD: Okay but, but, that's being said, and

1 I'm not going to totally disagree with Chris because that was
2 the position that I took in the briefs. A case is coming
3 back to you. And the case that's coming back to you without
4 specifically talking about the case is New River Condos.
5 It'll probably come back sometime in October. We were
6 overturned on that case and that was the basis of it was the
7 valuation criteria was not provided at all.

8 So the court said we departed from the essential
9 requirements of law. And so you're going to rehear the
10 entire case from position one. So, it was the advice, my
11 advice, that you should do the valuation criteria on every
12 single one of these cases. And by the way, it used to be
13 done. And it was done a long time ago by Wayne Strawn. It
14 wasn't done as detailed as what you heard today with the
15 calculations that were done but we thought it was in the best
16 interest of having these cases stand up in court and have
17 that scrutiny that that detail be provided to you. And you
18 can explain how it works.

19 CHAIR WEYMOUTH: If I can make a suggestion.

20 MS. WALD: Sure.

21 CHAIR WEYMOUTH: I would ask you to present that
22 information probably in a more clean way than to print out
23 something from the --

24 MR. MCKELLIGETT: I was going to suggest that we
25 provide you with a printed document that states everything

1 that the inspector --

2 CHAIR WEYMOUTH: Well, obviously there's variables
3 that you guys are going to pick from tables.

4 MR. MCKELLIGETT: Sure.

5 CHAIR WEYMOUTH: And you're going to determine
6 where it falls. And that's all well and good but I think you
7 can make some sort of a formatted sheet if you will that's
8 going to, yes, a spreadsheet or whatever, that plugs us in so
9 that it's, you know, I don't question, well, I question the
10 values because of my own personal opinions but I don't
11 question the numbers you plug in there. I just think it's a
12 much better presentation than on a printout with some
13 handwritten notes. That's just coming from me.

14 MS. WALD: Sure a suggestion from, from the Board.

15 CHAIR WEYMOUTH: It doesn't alter the information
16 but it presents it in a much cleaner --

17 MS. WALD: Again, remember this is the first, the
18 first two cases --

19 CHAIR WEYMOUTH: But that's why I bring that up is
20 you know --

21 MS. WALD: That were presented and the guys
22 understandably so. Oh, here's [inaudible]

23 CHAIR WEYMOUTH: Can we have some sort of a
24 standard format --

25 MS. WALD: They do. And what's the book?

1 CHAIR WEYMOUTH: -- that everybody follows and that
2 way we know every time, what we're looking at.

3 MS. WALD: The book that they're using that George
4 kept talking about is RS Means. And again, they can provide
5 that information. My suggestion, because I can't tell them
6 what to do and neither can you, is to put together a standard
7 format where you can plug in the numbers. I think what you
8 started with and handwrote I think and probably with the
9 assistance of administrative staff can be placed into a
10 format --

11 MR. MCKELLIGETT: There may be a form in that book
12 that's utilized that we can use instead of trying to
13 reinvent.

14 MS. WALD: Okay.

15 [People speaking over each other]

16 MR. CROGNALE: -- architects use that and they have
17 a form that's --

18 CHAIR WEYMOUTH: -- from the County tax assessor's
19 office is very helpful and supplemental but, you know, to try
20 to look at the picture and then the, you know.

21 INSPECTOR OLIVA: There you go.

22 MR. MCKELLIGETT: There you go.

23 MS. WALD: Okay. Well, oh good, why don't we use
24 that?

25 MR. MCKELLIGETT: What I'm saying, I assumed there

1 was a --

2 MS. WALD: Yes, I don't know. Okay. All right. So
3 [inaudible]

4 MS. HALE: Would we each be provided with that?
5 Because it's very hard to read those numbers on this little
6 screen.

7 CHAIR WEYMOUTH: Well, that's what I was saying
8 when I was saying --

9 MS. WALD: Well that's what I was saying.

10 MS. HALE: So that we have it.

11 MS. WALD: Okay. Well, that could be, again that
12 could be part of the evidence packet when it's provided to
13 you along with the Notice of Violation. That information
14 could be provided to you by the building inspector in each
15 one of the cases.

16 CHAIR WEYMOUTH: Good.

17 MS. WALD: Okay. Don't ask me anything difficult.

18 MR. BARRANCO: I'm not going to ask you anything
19 difficult.

20 MS. WALD: Because it's 4:09.

21 MR. BARRANCO: Did you always, Chris Augustin, did
22 you always have the ability to put in an order to demolish
23 yourself in the old code? Could you --

24 MS. WALD: Yes.

25 MR. AUGUSTIN: I don't --

1 MR. BARRANCO: -- issue the order to demolish
2 before it ever comes to us?

3 MR. AUGUSTIN: I don't see why not.

4 MS. WALD: Yes. Emergency criteria. Under the
5 emergency section --

6 MR. BARRANCO: Well, according to this it says you
7 can put in the order to demolish and then they appeal it to
8 us.

9 MR. AUGUSTIN: Well I can, as an emergency action.

10 MR. BARRANCO: And then we can --

11 MS. WALD: Right, but take this with a grain of
12 salt because the other thing we also have that we follow is
13 our own ordinance --

14 MR. BARRANCO: Okay.

15 MS. WALD: -- which is way out of date. These are
16 the rules --

17 MR. BARRANCO: Are we going to update that?

18 MS. WALD: Yes, I know.

19 MR. BARRANCO: We are?

20 MS. WALD: Chapter 9. I tried to get it amended
21 but nobody wanted to do it. These are the legal criteria
22 that we must use from Broward County but as to the procedure
23 itself we use City of Fort Lauderdale's procedure. So what
24 you just stated in regards to, he writes the order or
25 somebody writes the order, whoever has the authority to do so

1 and then the owner appeals the City of Fort Lauderdale as
2 part of their policies and procedures many, many years ago I
3 am told decided as, because I think, well let's not talk
4 about what happened. Something happened and what the City of
5 Fort Lauderdale decided to do was have a due process hearing
6 where the burden is on the City as opposed to the appeal on
7 the burden being on the respondent.

8 But Chris has, as far as I've been involved has
9 always had the authority under the emergency section to move
10 forward with the demolition and it's a different type of
11 notice procedure. And we have done that. In fact I think
12 this Board or at least parts of this Board a few years ago we
13 had that one fire case --

14 CHAIR WEYMOUTH: Yes.

15 MS. WALD: -- since it's over and it's already been
16 demolished we can talk about it. And if we hadn't had USB
17 happening the next week it would have just been torn down.

18 MR. BARRANCO: Right.

19 MS. WALD: But we knew it was going to take that
20 long just to get the permits to get it done. So as an
21 abundance of caution we said hey, let's bring the guy in
22 let's give him his due process hearing and then let's just go
23 for it.

24 MR. CROGNALE: Ginger?

25 MS. WALD: Yes.

1 MR. CROGNALE: So it looks like this may have the
2 potential to make your colleagues wealthier.

3 MS. WALD: My colleagues?

4 MR. CROGNALE: Your colleagues -- attorneys.

5 MS. WALD: My colleagues. Attorneys?

6 MR. CROGNALE: Attorneys.

7 MS. WALD: I don't know about attorneys being
8 wealthy. I think contractors.

9 MR. CROGNALE: It's got to help the contractors.

10 MS. WALD: Architects, engineers.

11 MR. BARRANCO: Could I --

12 [People speaking over each other]

13 MR. BARRANCO: Could I make one more request then?
14 That if we are going to prepare these evaluations and they're
15 going to be doing pricing, I think it would be better if this
16 were presented to the homeowner before they ever even show up
17 here so that if they're going to contest it, they can come in
18 and say hey. Because this is going to be two hearings for
19 every case, every time now.

20 CHAIR WEYMOUTH: I agree. I agree.

21 MR. BARRANCO: If they don't bring some evidence to
22 us. So I think that's got to be pretty clear and I don't
23 think anybody on staff is really listening right now, but.

24 MS. HALE: They're listening to you.

25 MR. HOLLAND: Did you, his point about running

1 these calculations by the respondent prior to the hearing so
2 they have the chance to come in with their own so we don't go
3 two meetings automatic on that. It's a very good point.

4 MS. WALD: Again, that's up, that's up to the
5 building inspector to give it to them.

6 MR. HOLLAND: Okay. Brian, you understand what he
7 was asking for?

8 MR. MCKELLIGETT: I understand what he was asking
9 for but I'm not --

10 MS. WALD: Brian's not going to have them.

11 CHAIR WEYMOUTH: He's not a building inspector.

12 MR. HOLLAND: I mean Chris, sorry. Well, I mean -

13 MS. WALD: It's going, it's going to be, yes,
14 Brian's not going to do it. It's going to be the, up to the
15 building inspector and the other thing is when they get it
16 done. Now these, I know were done a little bit later than
17 maybe another new type of case but that obviously can be
18 provided to them. You know, it would be a public record.

19 CHAIR WEYMOUTH: Well, in the Notice of Violation
20 can it not be pointed out, can we not amend the Notice of
21 Violation to say that, you know, not only this, but it's also
22 going to be supported by the fact that --

23 MR. MCKELLIGETT: We can do it as an attachment.

24 CHAIR WEYMOUTH: So they know that you know, if
25 they want to come in and argue the value --

1 MR. HOLLAND: Right.

2 MR. CROGNALE: [inaudible] notify the homeowner
3 that here are the preliminary findings for your perusal.

4 MR. HOLLAND: Right.

5 MS. WALD: I mean, that could be, I don't know why
6 it couldn't be provided too.

7 CHAIR WEYMOUTH: Um-hm. [affirmative]

8 MS. WALD: Timing? I can't tell you because I'm
9 not doing it.

10 CHAIR WEYMOUTH: No, as long as they come in --

11 MS. WALD: But it be provided? Yes.

12 CHAIR WEYMOUTH: -- with adequate time to prepare
13 themselves to defend their property, or their improvement
14 values.

15 MR. HOLLAND: Right. Crunch their own numbers.

16 MR. BARRANCO: Because that first meeting is going
17 to be a waste of City resources.

18 MR. HOLLAND: Waste.

19 MR. BARRANCO: Everybody here is going to hear
20 every meeting the first time and we're going to say, do you
21 have evidence? No? Okay we're going to give you 30 days.
22 If they came the first day and they said, listen I reviewed
23 your criteria, I don't agree with it. I went to Home Depot
24 this is what it costs. I'm going to do it myself and you
25 estimated \$60,000, in actuality it's going to cost me 5,000.

1 Which is reality if you do yourself, okay.

2 CHAIR WEYMOUTH: It is.

3 MS. WALD: Except for the permits.

4 CHAIR WEYMOUTH: Those are \$5,000 that's what he's
5 talking about. Are there any other questions on this matter?
6 All right. One more thing. Last month we took some
7 liberties because you weren't here.

8 MS. WALD: Uh-oh.

9 CHAIR WEYMOUTH: And I think there was something
10 that was read into a case on, and I think it probably went -
11 no, no, not you guys. One, somebody appeared made a motion
12 in the motion was I think probably went a little bit further
13 than what we have the authority to do.

14 MR. HOLLAND: Point of information, is this case
15 specific?

16 CHAIR WEYMOUTH: No.

17 MR. HOLLAND: Okay.

18 MS. WALD: We're talking generally.

19 CHAIR WEYMOUTH: Generally, well, specifically,
20 what can we tell the respondent in our motions? Because I
21 think before we had, I don't specifically remember what it
22 was that we said, but it was basically hey, if you board up
23 the left side of your house and then you fill your pool with
24 chlorine and if you do this, then we'll give you thirty days.
25 And I think, you know, we're overstepping what we're really

1 here to do. And I would like it from you to tell us listen
2 guys.

3 MS. WALD: If you read, yes --

4 CHAIR WEYMOUTH: Here we go with 116 again.

5 MS. WALD: Yes, if you read, yes. If you read 116.
6 If you make the finding of fact that it is unsafe pursuant
7 to, forget valuations, let's just go through what each of the
8 violations are. Just pick a violation, any violation. So,
9 if you go ahead and you find that the violation exists, then,
10 as part of it, and you'll see this when you go through 116,
11 if you're not going to order demolition even though you find
12 that the violation exist, whether you meet fifty percent
13 criteria or not and you're going to give the opportunity for
14 the individual to go ahead and bring the property into
15 compliance, you can order certain things.

16 CHAIR WEYMOUTH: Okay.

17 MR. JARRETT: You can order them to board it up.

18 CHAIR WEYMOUTH: So we can.

19 MS. WALD: Yes.

20 MR. BARRANCO: Now we can.

21 CHAIR WEYMOUTH: Okay, all right.

22 MS. WALD: You can.

23 CHAIR WEYMOUTH: All right that's fine. I just
24 didn't want to overstep our bounds.

25 MS. WALD: Yes. But let's do that, let's read

1 this.

2 MR. BARRANCO: What?

3 CHAIR WEYMOUTH: Okay.

4 MS. WALD: Let's read this. It's not, it's not a
5 lot, it's just a few pages.

6 CHAIR WEYMOUTH: You read the first chapter. The
7 last thing, and I sort of unilaterally took a liberty of
8 doing this but, before the meeting I had asked Dee to hear
9 the new cases first just for me out of simple courtesy to the
10 people here. So, I don't want to offend anybody by doing
11 that, but, you know, if I were here for first time I wouldn't
12 want to have to sit through an hour of nonsense, especially
13 when we hear other -- not nonsense, sorry.

14 MS. WALD: And you could do that as a point of
15 order --

16 CHAIR WEYMOUTH: Well, I know that, but I just, I
17 didn't consult with my fellow Board members and I didn't want
18 to just unilaterally make that decision. But I think it's a
19 courtesy to the people that are here for the first time.

20 MR. CROGNALE: That's why you get the big bucks
21 Mike.

22 MS. WALD: Actually, you can unilaterally make that
23 decision as, but that's nice that you're asking.

24 CHAIR WEYMOUTH: But I don't want to make that
25 unilateral decision; I'm a team player.

1 MS. WALD: If that's what you folks want to do,
2 that would be fine. If we don't have anybody here, again --

3 CHAIR WEYMOUTH: No, if we don't have anybody here
4 then, I'm doing this for the convenience of the person
5 sitting in the -- this isn't for our convenience, this is for
6 the convenience of the person sitting in the audience.

7 MS. WALD: Works for me.

8 CHAIR WEYMOUTH: So if they're here, let's hear the
9 new cases first. Great. If there's nothing else we'll --

10 MR. MCKELLIGETT: I have one quick thing while
11 we're still on record, I'm sorry. Jeri? I'd like to
12 introduce you to Jeri Pryor, many of you know her from other
13 boards. Jeri will be taking over my job sometime in the next
14 --

15 CHAIR WEYMOUTH: Where you going?

16 MR. MCKELLIGETT: -- sometime in the near future.
17 I'm, briefly, I've been with the City for eight years. I
18 started in parking, I was a parking operations supervisor,
19 reported to Diana Alarcon who was the parking manager at the
20 time. Diana Alarcon became, she became the director but
21 recently she's become the director of Transportation and
22 Mobility and they've now finally after four years said, okay
23 well, you can hire a parking, you can replace your old
24 position. So she's offered me the job, so I'm going over
25 there.

1 CHAIR WEYMOUTH: Well, we have to take this to the
2 Board. All in favor say aye.

3 MR. MCKELLIGETT: But anyhow, I just wanted to
4 introduce Jeri.

5 CHAIR WEYMOUTH: Welcome and congratulations to you
6 Brian.

7 MR. MCKELLIGETT: [inaudible] Thank you very much.

8 CHAIR WEYMOUTH: All right, I think Thornie had an
9 additional comment or question before we adjourn.

10 MR. JARRETT: Well, I just, I would just like to
11 know what the mood of the Board is on this. Basically, we've
12 done this two different ways. Some Board members, when they
13 make the motion and they're going to give someone an
14 extension, they put the requirements for that motion in the
15 motion. In other words, you have to board up, you have to do
16 this, you have to whatever.

17 Generally, when I've made a motion I usually say to
18 the respondent, this is what we expect you to do. I don't
19 make it part of the motion. And then I just read the motion
20 verbatim off of the paper, although today it was changed and
21 I got confused. What does the Board, what's the Board's
22 feeling? Which way do we want to do this?

23 CHAIR WEYMOUTH: Well, first of all, let's, Ginger,
24 do you want to respond to that before we all tell you our
25 opinion?

1 MS. WALD: No, no.

2 CHAIR WEYMOUTH: A legal opinion.

3 MS. WALD: I mean, you have both options, you have
4 both options so it's up to you guys.

5 CHAIR WEYMOUTH: You know, and it's probably a lot
6 cleaner to do it just the way you did it today with, you
7 know, if we're allowed to give our suggestions and
8 recommendations and we throw them out there, who's going to
9 record it and who's going to say okay that wasn't in the
10 motion but you know, I've got to board this up and I've got
11 to throw chlorine in that. That's the only downturn for
12 that. I, it makes the motion a lot cleaner and probably will
13 keep people from not voting.

14 MR. CROGNALE: Michael, I have a comment on that
15 specifically.

16 CHAIR WEYMOUTH: Go ahead Joe.

17 MR. CROGNALE: It gets to the point where I think
18 that we can override the City's inspectors by putting
19 stipulations in that maybe they don't agree with as they
20 brought the unsafe structure to us. But if we put
21 stipulations in, it's like Thornie says, if we stipulate and
22 make stipulations as part of the motion, are we overstepping
23 the bounds of the City inspectors who brought the unsafes to
24 us to begin with? Is it within our realm Ginger?

25 MS. WALD: But that's, but that's your decision.

1 First of all, you've got to remember, your decision, number
2 one -- I'm sorry I've got a commissioner keeps asking me
3 questions -- your decision --

4 CHAIR WEYMOUTH: Give me that.

5 MS. HALE: Maybe it's not your commissioner.

6 MS. WALD: Your --

7 CHAIR WEYMOUTH: Doesn't matter. It's our meeting,
8 our time our [inaudible]

9 MS. WALD: Your, it's your decision number one
10 first of all to find out if the violations do exist. And
11 rarely do you not find that but that's your step number one.
12 If you find that the - well, sometimes I think there has been
13 occasions once when you found it didn't exist. And then
14 number two what you're going to order to bring this property
15 into compliance and that is also within your jurisdiction --

16 MR. CROGNALE: So we can [inaudible]

17 MS. WALD: -- your scope and your order, it is
18 something you do. And that's why I'm saying again --

19 MR. BARRANCO: Guys, everybody should read 116.10.2
20 --

21 MS. WALD: There you go. Yes.

22 MR. BARRANCO: It's a lot different than what we
23 used to do.

24 MS. WALD: Yes, and that's why --

25 MR. BARRANCO: We can pretty much tell them to move

1 out.

2 MS. WALD: Yes.

3 MR. BARRANCO: Remove everything, fix it, do
4 whatever it takes to secure it or demolish it. You could do
5 all that now. [inaudible]

6 CHAIR WEYMOUTH: Well, I think that's a good
7 suggestion let's all take this document --

8 MS. WALD: So let's, yes, that's what I would say.
9 Read it.

10 CHAIR WEYMOUTH: -- read it, and then if we have
11 questions we can follow that up after the meeting next month.

12 MS. WALD: That's what I would suggest. Or we
13 could even do it in the beginning of the meeting too, if you
14 want to do that also. I don't know how many cases we have
15 for next month. And we have one from today, so two? Oh,
16 just the one from today and that's it, no new ones? So we
17 only have one case, there might be maybe two or three more
18 and that would be about it. So we'll have plenty of time.

19 MS. HALE: Yes.

20 CHAIR WEYMOUTH: Good. Anything else? Go ahead
21 Ms. Hale.

22 MS. HALE: No. I agree with stipulating because we
23 get these swimming pools especially which are so dangerous.
24 And if a man has sat there for two years with this pool he
25 doesn't have to sit another twenty-eight days.

1 MS. WALD: There you go.

2 MS. HALE: With a green, you know, three-foot deep
3 pool that a child can get lost in.

4 CHAIR WEYMOUTH: I don't object to the stipulations
5 I just didn't know whether, you know, we've got this very
6 specific language that we have to read in and every once in a
7 while there's a little side trip that's taken off of it and I
8 don't want us to, you know, I go over to sign these documents
9 because we've changed a couple of things and --

10 MS. WALD: Read it, let's talk about it next month.

11 MS. HALE: Okay.

12 MS. WALD: And then we'll make sure that the orders
13 are done properly as they're, as they're brought in.

14 CHAIR WEYMOUTH: Very good, if there's nothing else
15 this meeting's adjourned.

16

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18

COMMUNICATION TO THE CITY COMMISSION

19

None.

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21

FOR THE GOOD OF THE CITY

22

No discussion.

23

24

[Meeting concluded at 4:22 pm.]

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BOARD CLERK

Michael Weymouth

MICHAEL WEYMOUTH, CHAIR

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

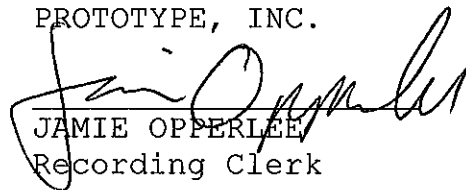
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CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held July 19, 2012, 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 16 day of AUGUST, 2012.

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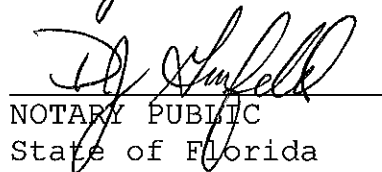

JAMIE OPPERLEE
Recording Clerk

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 17th day of August, 2012.



D.J. GROSSFELD
MY COMMISSION # EE 068058
EXPIRES: April 26, 2015
Rounded Thru Budget Notary Service*


NOTARY PUBLIC
State of Florida