

Monica

Petition for Declaratory Statement:

DCAD06-DEC-092

Florida Building Commission
Department of Community Affairs
Building Codes and Standards
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

City of Edgewater
P.O. Box 100
Edgewater, Fl. 32132

Dennis I. Fischer
Building Official
P.O. Box 100
Edgewater, Fl. 32132
386-424-2411
386-424-2423 fax

FILING AND ACKNOWLEDGEMENT
FILED, on this date, with the designated
Agency Clerk, receipt of which is hereby
acknowledged

Miriam Snipes
Miriam Snipes
Deputy Agency Clerk

Date

3/21/06

Robin Matusick
Legal Assistant
P.O. 100
Edgewater, Fl. 32132
386-424-2403
386-424-2409 fax

Question #1 Is it the intent of Section 3401.7.2.6 to exclude all masonry structural elements from having to meet the current Code (2001) when repairs of more than 50% of the value of the building must be made OR is it the intent of Section 3401.7.2.6 to exclude only those masonry items which do not themselves require repair?

Question#2 Is it the intent of Section 3401.7.2.6 to require every other element of the building to meet the current Code (2001) when repairs are more than 50% of the value of the building. In other words would items such as windows, doors, plumbing, mechanical, electrical and roofing also be required to meet the current Code?

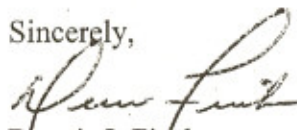
Question #3 If every element of the building must be brought to the current Code (2001) and certain major elements cannot be made to conform would the building be required to be torn down?

Question #4 Would a building (single family residence) required to meet the current Building Code (2001) also need to comply with the appropriate Fire Codes and /or Life Safety Codes?

Within this municipality, I have a single-family residence that sustained damage during the 2004 hurricanes. The owners did not apply for permitting or commence repairs after the initial damage. The owners are in dispute with their insurance company over the extent of the damage and the cost of repairs. The owners insist that the masonry structure was severely damaged and Chapter 34 (2001) requires complete rebuilding to the current code if over 50% of the buildings value. The estimate for repairs by a licensed contractor exceeds the 50% rule. The owners have enlisted an engineer to report that masonry damage has occurred to the structure. The owner insists that the Code will require the masonry damage must be fixed and brought up to the current code. The owners believe the estimated expense for the structural masonry repairs are to be paid by the insurance company, the basis of the lawsuit the owners have filled against their insurance company. I have been asked by the owners to condemn the structure because of Chapter 34. Please review the above question proposed by the owners regarding the interpretation of this chapter and how it will effect the masonry portion of their residence.

I have written the owners on several occasions regarding the interpretation of Chapter 34 and the exception found in 3401.7.2.6 for masonry. I have included in my correspondence copies of the BOAF informal interpretation report #2645 issued September 26, 2006. The owners insist that I send the same request to the Florida Building Commission to see what their interpretation will be. Please consider this letter as a request to be placed on the next agenda of a Declaratory Statement.

Sincerely,



Dennis I. Fischer
Building Official
Edgewater, Fl.



**Structural Damage Assessment
Card/Daniels Residence
Edgewater, Florida**

**Prepared for:
State Farm Florida Insurance Company
Claim No. 59-P361-564**

**Prepared by:
SDII Global Corporation
Project No. 3009340**

December 2004

: DEC 27 2004



SDII Global Corporation
4509 George Road
Tampa, Florida 33634
813.496.9534
Fax 813.496.9864

December 21, 2004

Mr. Shane Bookwalter
State Farm Florida Insurance Company
Post Office Box 2658
Daytona Beach, Florida 32120

Re: Card/Daniels Residence – Structural Damage Assessment
Edgewater, FL
Claim No. 59-P361-564
SDII Project No. 3009340

Dear Mr. Bookwalter:

As requested, SDII Global Corporation (SDII) conducted a limited structural condition assessment of the Card/Daniels residence. Mr. Randall A. Howard, P.E., Senior Principal Engineer, conducted the inspection on October 15, 2004. The purpose of this assessment was to determine the extent of structural damage attributable to Hurricane Frances.

Structural Evaluation Activities

The following tasks were performed to investigate and evaluate the damage observed at the Card residence. Specifically, SDII:

- Conducted a visual, non-destructive assessment of the residence to document, photograph, and assess the observed damage;
- Conducted an interview with the homeowners to establish a timeline of the damage;
- Reviewed published weather data associated with Hurricane Frances and other recent storms;
- Prepared this letter report that summarizes the results of the field investigation along with our structural evaluation and conclusions.

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Overview of Site Conditions

The Card/Daniels residence is located at 3035 Orange Tree Drive in Edgewater, Florida. Figure 1 illustrates the project location. According to the Volusia County Property Appraiser's website, the structure was built in 1978. The second floor reportedly was added in 1988. The two-story structure faces generally west and is constructed of concrete masonry unit (CMU) exterior load-bearing walls. The walls are clad with painted stucco, brick veneer, and wooden siding. The floor of the residence consists of a soil-supported, concrete slab-on-grade. The main roof structure is gable in design and was covered with asphalt composition shingles. An in-ground swimming pool and a pool deck were enclosed in a screened aluminum frame behind the house.

Mr. Denny Daniels was present at the time of SDII's investigation and provided information regarding the timeline of the damage. Ms. Card provided additional information via telephone regarding her concerns and observations. We learned that the house was purchased by the current owners in Fall 2000. We were told that the house had been painted prior to purchase by the current owners. Mr. Daniels told us that the roof had leaked prior to Hurricane Charley and that they had been considering a complete replacement. Most of the shingles had been covered with blue tarps before our inspection and were inaccessible without disturbing the tarps.

Following passage of Hurricane Charley, the homeowners reportedly inspected the house for damage and found numerous cracks in the exterior and interior finish materials. A red marker had been used to outline the cracks in the exterior stucco and brick and in the interior drywall. Following Hurricanes Frances and Jeanne, the homeowners again inspected their house only to find additional cracks, which they attributed to these storms. They outlined the additional cracks with a green marker. Although Mr. Daniels was unable to show us specific damage to the screened pool enclosure, we understand that they had obtained an estimate for removal and replacement. Mr. Daniels also was concerned about the penetration of light along the top of the garage door. Ms. Card particularly was concerned about several cracked or separated roof framing members, a loose staircase, gaps between the main building and the metal roof section above the lanai, and some loose marble windowsills.

Weather Data

Hurricane Charley

On Friday, August 13, 2004, a hurricane traveled in the Gulf of Mexico toward Florida's west coast. This storm, named Hurricane Charley by the National Oceanic and Atmospheric Administration (NOAA), achieved Category 4 status on the Saffir-Simpson Hurricane Scale. The Saffir-Simpson Hurricane Scale rates hurricane intensity from Category 1 through 5, with Category 5 being the strongest. A storm of Category 4 intensity has sustained hurricane force winds of between 131 mph to 155 mph.

According to the National Hurricane Center (NHC), a division of NOAA, Hurricane Charley made landfall on Friday afternoon near Charlotte Harbor with a reported maximum sustained wind speed near 140 mph, and even higher wind gusts. The progression of the hurricane was

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documented by NHC both geographically and from an intensity standpoint as it traveled across the Florida peninsula. Hurricane Charley proceeded generally north/northeast across the state causing extensive damage due to strong winds and rainfall over much of Florida. The storm weakened as it crossed the state until it emerged from the east coast of Florida near Daytona Beach with Category 1 intensity and NHC reported wind speeds near 85 mph.

Hurricane Frances

Hurricane Frances was the sixth named storm of 2004, and it evolved from a tropical depression that had formed over the eastern Atlantic Ocean on August 24, 2004. During its westward trek, the storm steadily gained strength, achieving Category 4 on August 31, 2004, with sustained winds up to 140 mph. The storm strengthened even more as it passed over the Bahamas and nearby islands with sustained wind speeds reported up to 145 mph and even higher gusts.

Hurricane Frances weakened somewhat as it traveled west-northwest between the Bahamas and the southeast coast of Florida. The storm was downgraded to a Category 2 hurricane on Friday, September 3, 2004, with sustained winds reportedly up to 105 mph. The system remained stalled off the east coast of Florida for the next two days, with the eye finally making landfall near Stuart, Florida, at approximately 1:00 a.m. on Sunday, September 5, 2004. Maximum sustained winds just before landfall were reported at 105 mph with some higher gusts. Hurricane force winds (greater than 74 mph) extended outward about 85 miles from the center, and tropical storm force winds extended outward up to 200 miles from the center. Storm surges reportedly were 4 to 6 feet above normal along the southeast coast of Florida. A wide swath of strong winds and extensive rainfall was reported as the storm continued on a southeast to northwest trek across the middle of the state. The effects of flooding, wind-driven rain, and strong winds damaged many houses, commercial properties, and trees within the storm's path.

Hurricane Jeanne

Hurricane Jeanne was the eleventh named storm of 2004. This storm followed a similar path across Florida but with slightly stronger winds than Hurricane Frances. The eye of Hurricane Jeanne made landfall near Stuart, Florida on Saturday, September 25, 2004, with maximum sustained wind speeds reportedly around 115 mph. It should be noted that the reported wind speeds are preliminary estimates provided by the NHC and are based on data gathered from numerous weather stations located 33 feet above the ground. Actual conditions at a specific site can vary considerably depending on the height, shape, and orientation of the structure and the shielding effects of nearby buildings, trees, and other obstructions.

The Card/Daniels residence is located in Edgewater, Florida, which was within the storm path of Hurricane Charley but well outside the paths of hurricane strength winds associated with Hurricanes Frances and Jeanne. Additionally, Hurricane Charley had weakened considerably by the time it had reached the east coast of Florida. The site is about 145 miles from the areas of landfall of Hurricanes Frances and Jeanne, where the strongest winds were recorded. Available weather data indicates that the region in which the Card/Daniels residence is located received maximum sustained winds consistent with tropical storms, with some gusts possibly reaching low-level hurricane strength.

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Summary of Structural Damage

SDII documented the site conditions with photographs, and several representative photographs are included with this report. A complete set of photographs taken during the site visit has been archived in SDII's project file and is available upon request.

The garage door opened and closed normally, and there was no evidence of any storm damage to the doorframe and panels or to the brick lintel above the wall opening. There were several separations and hairline cracks in the brick chimney located near the front entry. Some of the separations and cracks had been patched, particularly at the junctions between the chimney and the house and at the east side of the upper chimney. Exposed crack edges in the brick were worn and discolored rather than sharp and clean as would be expected if they were new. We also found numerous hairline cracks in the stucco on all sides of the house. Most of the cracks in the stucco appeared to correspond to mortar joints in the underlying CMU. It was apparent that most of the cracks were present when the house last was painted, and some of the cracks had recurred due to deterioration of the patch material. Refer to Photographs 1 through 21.

Photographs 22 through 31 illustrate the conditions found at the screened pool enclosure and visual portions of the roof. None of the roof and wall screens had been torn and none of the aluminum frame members were bent or distorted. Gaps and separations between the roof above the lanai and between the lower roof and upper walls were attributable to construction techniques and/or long-term deterioration of the involved finish materials. SDII noted that the soffits and gutters still appeared to be in place along the perimeter of the roof. We found evidence of severely worn shingles that were curled along the edges or that exhibited protruding staple crowns. There also was evidence of rotted siding and deteriorated sealant at the upper north wall.

SDII inspected the truss connections, individual truss components, and the general configuration of the roof structure for distortion, displacement, and misalignment. SDII's inspection of accessible portions of the attics above the upper and lower roofs revealed no evidence of any framing members that had been broken, separated, or twisted by strong wind forces. We also found no evidence that any of the roof trusses had separated from their supports at the tops of the perimeter walls. We observed and showed Mr. Daniels several examples of material defects and framing deficiencies, such as checks, splits, and large knots in the wooden truss members, a truss that had been cut for an air conditioning duct, and some improper repairs. The conditions found in the involved attics were not attributable to the effects of strong wind forces associated with the recent storms. Refer to Photographs 32 through 42.

In the interior of the Card/Daniels residence, SDII observed cosmetic cracks, separations, and nail pops in the drywall on the ceilings and several of the walls. These cracks were not consistent with the effects of lateral movement of the house due to strong wind. Some of the ceiling cracks and separations may be related to previous inspection or repair activities in the attic. We also observed an outline for a previous wall opening for a sliding glass door from the master bedroom to the lanai. Loose railings at the top and bottom of the stairs were related to

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poor attachment or improper use. Examples of the interior damage are presented in Photographs 43 through 48.

Evaluation of Structural Damage

The observed vertical and stair-stepped hairline cracks in the exterior walls of the Card/Daniels residence are consistent with material shrinkage of the masonry and/or minor wall expansion/contraction due to temperature changes. Masonry shrinkage cracks form when the wall is constructed, though they may not be visible for some time afterward. The width of these cracks is also influenced by temperature changes, which cause the wall to expand and contract. Masonry shrinkage cracks are commonly found in residential construction and typically occur at stress concentration points, such as window and door openings, where the wall has a reduced cross-section and is considered to be the most susceptible to cracking. This type of cracking can also be caused or influenced by minor foundation settlement.

There was evidence of previous repairs to some of the exterior cracks and separations that would indicate that the damage pre-dated the recent storms. Some of the cracks may have become more noticeable after the storms because of the displacement of patch materials. This damage is considered cosmetic in nature and has not affected the integrity of the structure.

The conditions observed in the attic of the involved residence were consistent with material defects and/or construction deficiencies. Cracks, checks, and knots are common defects in wood used for residential framing. There also was evidence of damage to some truss members due to the installation or repair of the air conditioning system. None of the attic conditions were consistent with the effects of strong wind forces. Similarly, there was no evidence of any recent separations between the main building and the roof above the lanai or of damage to the screened pool enclosure.

Conclusions and Recommendations

It is the professional opinion of SDII that although the Card/Daniels residence in Edgewater, Florida, was affected by strong winds associated with the recent hurricanes, the integrity of the building structure was not compromised.

It also is the professional opinion of SDII that portions of the shingles on the involved roof apparently had been damaged by strong winds. However, wind forces at this site were not sufficiently strong to have damaged the roof structure or exterior walls.

It further is the professional opinion of SDII that the interior damages to the Card/Daniels residence were not attributable to the recent storm activity. These conditions were related to the effects of normal aging and inadequate maintenance.

Limitations

The contents of this report are intended for the use of State Farm Florida Insurance Company and its representatives. SDII assumes no liability for the misuse of this information by others. The

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professional opinions and/or recommendations included within this report are based on the results and interpretation of the testing and data collection activities performed at the residence. SDII reserves the right to update this report as additional information becomes available.

SDII Global Corporation appreciates this opportunity to have assisted State Farm Florida Insurance Company with this investigation. Please call if you have any questions concerning this information.

Sincerely,

SDII GLOBAL CORPORATION

Randall A. Howard 12/21/04

Randall A. Howard, P.E.
Senior Principal Engineer (Civil/Structural)
Florida Registration Number 50893

Reviewed By:

Edward R. Henkel

Edward R. Henkel, P.E.
Principal Engineer

Attachments: Figure 1 - Project Site Location Map
Selected Site Assessment Photos

Distribution: Addressee - 2
File - 1

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THE CITY OF EDGEWATER
POST OFFICE BOX 100 • EDGEWATER, FLORIDA 32132-0100

August 30, 2005

Zapalski & Birch, PLLC
4611 S. University Dr. #194
Davie, Florida 33328

Re: 3035 Orange Tree Drive, Edgewater, and Fl. 32141 **File # 05-136**

Dear Mr. Birch,

I have received your letter of request regarding the above-mentioned property. The letter you are requesting will not be available at this time pending review by our legal department.

The Fire Chief, Code Enforcement Officer and myself were at the Card/Daniels residence Friday August 26, 2005 to talk to Ms Card concerning the progress of the repairs to her residence. The City is requesting that Ms. Card move the camper from the front yard to a RV Park to be in compliance. Ms. Card explained the current situation she has with the Insurance Company and the waiting for additional help from FEMA. During the visit I was able to look inside the dwelling. Someone has removed a lot of drywall from the walls and ceilings exposing the framework. In addition the masonry lintel has been exposed for inspection. This work may make a damage assessment impossible to perform.

The review of the engineer's letter from Thomas Williams indicates only water damage to the dwelling and the front door. He makes a statement regarding Section 3401.7.2.6 of the Florida Building Code but does not provide a detailed damage report or an estimate for repairs. The two submitted contractor estimates are extremely high for water damage repair. The estimate from Link Wallace, LLC does not indicate State License numbers. This contractor is not licensed with Volusia County Contractor Licensing Board as required.

I would request of your client that she provide damage reports done by the Insurance Company and any other licensed engineer detailing the damage and the method of repairs for review by this department. If this situation is headed for litigation with the Insurance Company all requests must be directed to the legal department.

Sincerely,

Dennis I. Fischer
Building Official

THE LAW OFFICES OF
Zapalski & Birch, PLLC

Polk County Office
1120 View Pointe Circle
Lake Whales, FL 33853

Office: (954) 478-2170
Facsimile: (954) 337-0115
james@zapalski.net

Broward County Office
4611 S. University Dr. #194
Davie, Florida 33328

Respond to Broward County Office

August 23, 2005

City of Edgewater Building Department
Att: Dennis Fisher Building Official
PO Box 100
104 N. Riverside Drive
Edgewater, FL 32132-0100

Re: Property located at 3035 Orange Tree Drive, Edgewater, FL 32141
Our File No: 05-136

Dear Mr. Fisher:

The undersigned represents Tracy Card and Barry Daniels, the owners of the above-referenced property. The purpose of this letter is to request that you send to me a substantial damage (50%) letter as quickly as is possible, as it is of the utmost importance for my clients regarding issues that they have with their mortgage company.

I have enclosed for your review a copy of the engineer's report on the property, which notes that the home was built prior to the implementation of the 2001 Florida Building Code. The engineer noted that if "any repairs or alterations amounting to more than 50 percent of the value of the existing building" must be made during any 12 month period then pursuant to the code the entire building must be brought up to code.

I have also enclosed two contractor's estimates to repair the property, the first which was for \$92,133.24 and the second which was for \$160,000. These amounts clearly exceed 50 percent of the value of the property, and I am therefore requesting you send to me in the self-addressed envelope a substantial damage letter as soon as you can. I thank you in advance for your cooperation in this matter, and should you need anything further or have any questions please feel free to call me.

Very Truly Yours,


James J. Birch

Enclosures

Re: Structural Inspection of 3035 Orange Tree Dr. Edgewater, FL

Location: 3035 Orange Tree Drive
Edgewater, Fl 32141
Legal Description – Lots 10525 & 10526 Inc. Blk 337 Fla Shrs No 13 MB
19 Pg 214 Per OR 4604 Pg 769
Tax Parcel #8402-01-10-5250

The structure mention above was damaged during the recent hurricanes (Hurricanes Charlie, Frances, & Jeanne) that passed through Volusia County. On August 26 and September 20, 2004, visual non-destructive inspections of the damages were performed. Damage was found. Water damage was found in the east side of the house and in the living room under the skylights. Roof damage occurred around the skylights were shingle were blown away during the storm. The front door appeared to be damaged by the hammering affect of the wind, causing the door jam to move toward the inside of the house.

The structure was built prior to the implementation of the 2001 Florida Building Code. Section 3401.7.2.6 states, "When repairs and alterations amounting to more than 50 percent of the value of the existing building are made during any 12 month period, the building or structure shall be made to conform to the requirements for a new building or structure or be entirely demolished.

This report is based upon a visual non-destructive inspection. There may be additional damage that is not readily apparent and that may be revealed during repairs.

Thomas C. Williams

#54877

10 - 01 - 04

206 Live Oak St.

N.S.B., Fl 32168

J.V. Clark General Contractor, Inc.

2811 SOUTH NOVA ROAD
SOUTH DAYTONA, FL. 32119
License # CGC 061010

OFFICE: #386-236-0214

FAX: #386-236-0217

.....
Proposal

DATE: 1/18/05

RE: Estimate

TO: Tracy Card

PHONE: # 386-427-~~5797~~ ¹³⁷²

JOB NAME: 3035 Orange Tree
.....

Roof

We hereby propose to provide all materials and labor in
accordance with specifications

Below for the sum of:

29.33 square architectural shingles @ \$225.00 per square
\$ 6599.25

1. Tear off existing roof. Clean up and remove all debris from property.
2. Inspect roof for any wood rot or damage and notify individual or parties involved, if any found. (All concealed or rotted wood not included in proposal). Cost to be billed to owner at \$25.00 per man hour for labor, plus cost of materials used.
3. Install and mechanically fastening 1 layer of 30 lb felt to roof deck.
4. Install aluminum drip edge on perimeter of roof.
5. Apply a tar sealant to the drip edge and install the starter shingle into it with galvanized roofing nails to manufacturer's specifications.
6. Install fiberglass shingles with 6 galvanized nails per shingle.
7. All valley metal, plumbing boots, wall flashings, ridge vents, off ridge vents and power vents, will have a tar sealant applied before shingles are installed over them.
8. All ridge vents to be aluminum.

GUARANTEE: All work to be done in a workman-like manner according to standard practice;
to have a three year labor warranty.

PAYMENT SCHEDULE: 100% Payment due upon completion of job per proposal.
25% Payment due before commencement of job.

J.V. Clark trucks and supplier trucks are required to drive upon existing driveways when replacing the existing roof. J.V. Clark and its suppliers are not responsible for damage done to driveways or trees overhanging driveways.

NOTE: This Proposal may be withdrawn by us if not accepted in 30 days.

Authorized Signature 

Any alteration or deviation from specifications above involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.
All bills are past due 21 days from date of invoice. A 1.5% monthly late fee will be assessed on all outstanding balances. J.V. Clark shall be entitled to recover the entire cost of collection for any amounts due and owing under this agreement or in conjunction with its agreements including, but not limited to, a reasonable attorney's fee, all court costs expended, and any other cost of collection whether suit is instituted or not.

Acceptance or Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

CUSTOMER SIGNATURE: _____

J.V.C General Contractors Inc.

2811 South Nova Road
 South Daytona, FL 32119
 License # CGC 061010

Estimate

Date	Estimate #
1/18/2005	1004

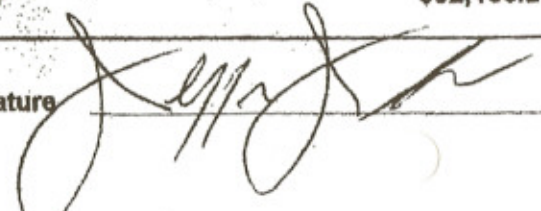
Name / Address

Tracy Card
 3035 Orange Tree Drive
 Edgewater, FL 32141

Due Date	Rep	Project
1/18/2005		

Description	Qty	Rate	Total
Blown in insulation attic/sellout sheet insulation walls	1	1,650.00	1,650.00
Allowance for Shelving and accessories	1	600.00	600.00
Replace Gutters and down spouts	160	2.85	456.00
Shed/Repair doors and walls/repair 3 trusses.	1	850.00	850.00
Remove and repair stairway (broken stringer and handrail)	1	2,100.00	2,100.00
Roofing/shingles 14 x 6 Shed roof	2.5	225.00	562.50
Remove and replace prefabricated fire place, cap and stucco	1	1,680.00	1,680.00
Mold and mildew remediation by Dnco Environmental	1	2,500.00	2,500.00
Electrical, Plumbing and Hvac will be T&M and not included in estimate.			
Total			\$92,133.24

Phone #	Fax #
1 386 428 7608	1 386 428 8264

Signature 

J.V.C General Contractors Inc.

2811 South Nova Road
 South Daytona, FL 32119
 License # CGC 081010

Estimate

Date	Estimate #
1/18/2005	1004

Name / Address

Tracy Card
 3035 Orange Tree Drive
 Edgewater, FL 32141

Due Date	Rep	Project
1/18/2005		

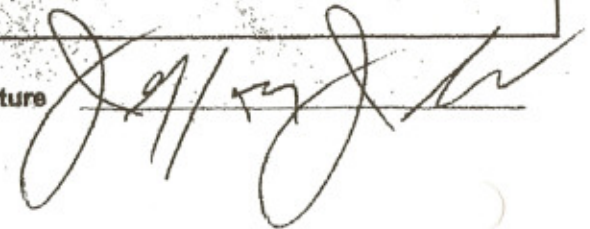
Description	Qty	Rate	Total
Demolition and debree removal to include 3 dumpsters	1	8,000.00	8,000.00
Stucco	1,952	2.37	4,626.24
Seal all cracks in block and stucco	1	1,024.00	1,024.00
Paint exterior 2 coats 1 coat primer.	1,952	1.26	2,459.52
Remove and replace front entry door and side light	1	1,025.00	1,025.00
Remove and replace all windows (various sizes) 18 Windows.	1	3,288.00	3,288.00
1 8x8 Sliding Glass Door and 1 6x8 Slider	1	1,350.00	1,350.00
Remove and replace gable ends rough sewn ply wood	214	1.97	421.58
Paint gable ends	214	1.26	269.64
Allowance ceramic tile	713	8.00	5,704.00
Allowance Carpet	160	27.00	4,320.00
Skylights/To include wood trim	2	410.00	820.00
Kitchen Cabinet Allowance	1	6,000.00	6,000.00
Garage Door and opener	1	1,325.00	1,325.00
Dry wall remove and replace hang, tape, and finish spray.	5,706	5.50	31,383.00
Paint all interior walls and trim	5,706	1.26	7,189.56
Interior base board and door trim	1,588	0.90	1,429.20
Replace interior door	10	110.00	1,100.00
Electrical, Plumbing and Hvac will be T&M and not included in estimate.			
Total			

Phone #	Fax #
---------	-------

1 386 428 7608

1 386 428 8264

Signature





THE CITY OF EDGEWATER

POST OFFICE BOX 100 • EDGEWATER, FLORIDA 32132-0100

Mayor Donald A. Schmidt
District 1 Councilman James P. Brown
District 2 Councilman Dennis A. Vincenzi
District 3 Councilwoman Harriet E. Rhodes
District 4 Councilwoman Judith R. Lichter

City Manager Kenneth R. Hooper
City Attorney Paul E. Rosenthal
City Clerk Susan J. Wadsworth
Asst. City Manager Elizabeth J. McBride
Paralegal Robin L. Matusick

October 13, 2005

Tracy L. Card
3035 Orange Tree Drive
Edgewater, FL 32141

Dear Ms. Card:

Attached is a memorandum from the City's building official (Dennis Fisher). The purpose of the memo is to answer your specific questions concerning the Florida Building Code and its correlation to the restoration to your house. Please recall that my previous correspondence to you contained the applicable building permit application forms and all necessary directions for completion of the applications.

As previously stated to you, the role of the City is not to determine how best to restore or repair your home. You must hire a building professional (architect, engineer, licensed contractor) to determine the needed improvements and submit the necessary permit applications. The role of the City is to review and comment on the plans submitted by your building professional. The City reviews your submitted plans for compliance with the Florida Building Code.

As a result of the three hurricanes (2005), the City issued over 6,000 repair and restoration permits and only one was sufficiently damaged to the point of demolition and complete restoration. Inspections by the building official indicated your house needed minor roof repairs and was not tagged for major damage.

In summary, you need to hire a building professional and determine the repairs necessary to repair your house and submit a permit application.

Sincerely,

Kenneth R. Hooper
City Manager

KRH:ejm

CITY MANAGER'S OFFICE
104 NORTH RIVERSIDE DRIVE
(386)424-2404 FAX-(386)424-2421
e-mail: KHooper@cityofedgewater.org



Louis Peros, P.E.
Complete Engineering and Design Services
PO Box 730358
Ormond Beach, FL 32173

PH: 386-672-5361 FAX: 603-908-8175

TO: Mrs. Traci Card
3035 Orange Tree Dr
Edgewater, Florida

PROJECT: Limited Visual Structural Engineering Inspection of Residential Structure
DATE: 06/08/05
WEATHER: Warm

PRESENT AT SITE: Ms. Card

VISUAL OBSERVATIONS

1. The subject structure is a one-story masonry structure with a gable roof and a two-story framed addition in the rear.
2. There is a large tarpaulin over the front of the roof where there has been roof damage from previous storm activity.
3. There is a fireplace on the front of the structure with a cut brick stucco finish on the outside portion.
4. There is vertical, horizontal and step cracking on all four elevations around window and door openings and the fireplace structure. There is no evidence that these cracks have been repaired previously.
5. There is staining on the inside of the plywood sub sheathing on the roof and walls especially at the two-story framed addition indicating water intrusion. There are also splits in the plywood sub sheathing on the inside face at the second story framed addition.
6. There are split members on some of the roof truss members and 2 x 4 wood studs on the second floor addition walls.
7. Random moisture readings were taken at the inside plywood surfaces, studs, rafters and truss members and they ranged from 6% to 11% so the wood has dried out substantially; however, that is not an indicator that permanent damage to the wood members has not occurred.
8. The footing depth was checked on all four corners of the building. The foundation appears to be a monolithic slab and the depth of embedment is approximately 6 to 8 inches, well below the code requirements at the time of construction let alone today's code requirements which is 12 inches minimum.

9. The masonry bond beam on top of the wall was checked at two random locations to locate the longitudinal reinforcement by destructive testing. The longitudinal reinforcement was difficult to locate since it had been placed very close to the top of the bond beam and to the inside face of the block. This is considered to be poor placement of reinforcement as it minimizes or even negates its effectiveness. The masonry bond beam is discontinuous at the addition. There is evidence of filled cells at the corners of the building but not at intermediate locations.

CONCLUSIONS

1. This building, in my professional opinion, was not designed or constructed to code requirements of the day which was approximately 1978 for the main structure and 1988 for the addition. The fact that the footing is very shallow allows for the possibility of shifting, sliding or distortion from lateral pressures generated by high winds especially with heavy rainfall reducing the stability of the soil.
2. The bond beam was poorly reinforced and discontinuous at the rear of the structure. The bond beam acts as a lateral tie and if it is not intact or properly designed and constructed, the structure is subject to lateral deflection, distortion and cracking from flexural stresses. If this was not the case, then the codes governing construction would have never been upgraded, they would have remained the same.
3. The evidence of wood damage is obvious from water intrusion which leads to microorganism growth and weakening of the wood members, fasteners, metal gusset plates in the trusses etc.
4. The cracks or splits in the truss members are most likely a result of a build up of residual stresses from the lateral and uplift forces which this structure was subjected to during the considerable and unusual amount of storm activity last fall. It is doubtful that the components would have been installed in a damaged condition without being noticed and repaired.

If there are any questions concerning this report or findings, please do not hesitate to contact this office.

Respectfully yours,



Louis Peros, PE #29277

Cc: File

peros7-3-05.txt

WE CAN NEVER BRING THE BUILDING UP TO CODE BUT WE CAN MAKE SIGNIFICANT IMPROVEMENTS TO THE STRUCTURE TO GET CLOSER TO CODE REQUIREMENTS.

THE MOST IMPORTANT ITEMS ARE AS FOLLOWS STARTING FROM THE TOP OF THE STRUCTURE

01. BLOCKING WOULD HAVE TO BE ADDED IN BETWEEN TRUSSES IN CERTAIN AREAS.
02. CONNECTORS WOULD HAVE TO BE CHECKED AND MAYBE SUPPLEMENTED.
03. BLOCKING SHOULD BE ADDED WHERE MISSING AT EXTERIOR WALLS.
04. ALL TRUSSES AND WALL STUDS WOULD HAVE TO BE REPAIRED WHERE DAMAGED AND REINFORCED WHERE NECESSARY.
05. HOLDDOWNS WOULD HAVE TO BE ADDED AT CORNERS AND OTHER SHEARWALL SEGMENTS.
06. CONNECTIONS AND OR DRAG STRUTS WOULD HAVE TO BE DESIGNED AND INSTALLED WHERE THERE IS A DISCONTINUITY IN THE BOND BEAM IN THE REAR OF THE STRUCTURE.
07. REINFORCEMENT OF THE BOND BEAM WOULD NOT BE ECONOMICALLY FEASIBLE, THEREFORE A HURRICANE PROTECTION SYSTEM INSTALLATION SHOULD BE CONSIDERED TO PREVENT THE BUILDING FROM BECOMING PRESSURIZED FROM THE INSIDE.
08. THE BLOCK WALLS SHOULD BE GROUTED SOLID AT EACH END OF ALL OPENINGS AND CORNERS.
09. THE FOUNDATION SHOULD BE UNDERPINNED SO AS TO ACHIEVE PROPER SOIL BEARING AND MEET COVER REQUIREMENTS.

AS WITH ANY RESTORATION PROJECT, THERE IS A NEED TO PERFORM FIELD WORK, STRUCTURAL ANALYSIS AND DESIGN WORK, DRAFTING ETC. AND DEVELOP A SCOPE OF WORK AS WELL AS SPECIFICATIONS WHICH WOULD REQUIRE TIME AND ADDITIONAL ENGINEERING FEES. WE WOULD BE WILLING TO ASSIST IN THIS CAPACITY IF SO DESIRED.

LOU

----- Original Message -----
From: ladyjackfl@aol.com
To: perosengineering@cfl.rr.com
Cc: james@zapalski.net
Sent: Tuesday, June 28, 2005 4:54 PM
Subject: code

Lou

what are the basic items we would have to take care of to bring the building back to code

I know we talked about the slab wasn't in the ground far enough and no rebar in the walls other than possibly in the corners and that the bondbeam steel wasn't in the right place. You also mentioned something about the trusses needing to be repaired and braced and repairing and bringing the 2 story wood frame addition to code.

The chimney was also an issue and the windows and doors. The roof and vents and gables and soffits and skylights all had damage so would obviously have to come to code but what did that entail. I had also been told at one time that the HVAC wasn't to current code so would have to be considered (ie trusses not designed to hold that much weight? and exterior unit has to be bolted to a slab?) Garage door was also damaged and tracks were stressed.

peros7-3-05.txt

Could you just give me an idea of some of the specific things that have to be done and send it to me and Mr. Birch (my attorney). He may need to contact you directly for more info and it is ok to talk to him and him to you.

Thanks so much for your help.
Tracy Card

No virus found in this incoming message.

Checked by AVG Anti-Virus.

Version: 7.0.323 / Virus Database: 267.8.5/32 - Release Date: 6/27/2005

**Tracy L. Card
Barry D. Daniels, II
3035 Orange Tree Drive
Edgewater, Florida 32141
(386) 427-1372
October 3, 2005**

Mr. Kenneth R. Hooper
City Manager
City of Edgewater
104 North Riverside Drive
Edgewater, Florida 32141

Darren Lear, Development Services
Director
✓ Dennis Fischer, Building Official
Tonya Elliott, Administrative Assistant

**RE: 3035 Orange Tree Drive, Edgewater
2004 Hurricane Damage**

Dear Mr. Hooper:

On September 12, 2005 Mr. Lear returned my call and informed me that he had me on a speakerphone and that Ms. Matusick and yourself were present. You stated to me during that call that you would memorialize a portion of our conversation by letter outlining the process which I would have to follow in order to fix my house. I asked you at that time to include in that letter that I had been told I could not have my matter placed on the agenda for the Construction Regulation Board and you said you would. That was not included in the letter, however. In addition, your letter has very little correlation to our actual conversation. In fact, it would tend to lead someone to believe that I am asking the City for assistance on matters that I have stated on many occasions had nothing whatsoever to do with the City and that were in fact a totally separate issue from those I was asking the City to determine. It was in fact City personnel and employees that kept insisting that I refer my questions about business which should properly be directed to the City to my insurance company. I specifically told several people including yourself, Mr. Lear and Ms. Matusick that my problems with my insurance company were no business of the City. I wanted answers for problems with repairs to my home not my insurance coverage.

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Darren Lear, Development Services Director
Dennis Fischer, Building Official
Tonya Elliott, Administrative Assistant
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I began asking for assistance almost a year ago. I have continued to ask for assistance throughout the past year. I have begged for assistance on many occasions. I got insinuations, harassment, misleading information, sarcasm and the royal run around. My first request for assistance on this issue of damages to my home was after Jeanne in late September or early October. Our insurance company had not even adjusted our damages yet for Frances or Jeanne. My contact with Mr. Fischer was as a concerned homeowner wanting to know what to do about the damage. Every time it rained we were still getting water in through the ceilings and every time it would drip somewhere different. I was concerned that the masonry walls had cracked and wanted guidance and assistance as to what we were supposed to do and if and how the building code applied to us. Mr. Fischer told us to paint over the cracks it was just cosmetic. I was afraid that the house wasn't safe or that it wouldn't hold up in another storm. When I asked Mr. Fischer what I should do if another hurricane came I was told to move out of Florida. When I ended up in the hospital I didn't realize how serious the situation was. When my son who was four at the time ended up in the hospital because he couldn't breathe I did. We immediately vacated the house and again contacted the building department and the health department and everyone else we were told would deal with that problem. The fact remains that the house experienced water intrusion and damage from the three hurricanes last year. Now we couldn't live in it. I had Mr. Fischer come out again to look at the house and he left a note that said nothing looks different call him when the repairs were done. I told him about the damage to the trusses in the attic and the water intrusion and he came back out. He told me the house was structurally fine and again told me the cracks were just cosmetic cracking in the stucco. I asked about a permit for demolition of the sheetrock and he said I wouldn't need one since that would be considered maintenance, however I would need one to reinstall it. He also mentioned that if I opened up all of the walls we would have to bring the electric to code. After what I saw in the attic I had no problem with

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that. I was still concerned about the walls. A short time later we had several samples from various random places in the house tested for mold. They were positive for several including stachybotris, penicillium, aspergillus, fusarium and others. Several other areas were also tested and many came back positive for the same types of mold. A water restoration company was hired and they showed up collected part of the down-payment which was added to the contract without our knowledge and then left after four hours. They never came back. We didn't get our first insurance check until the end of November. Ms. Matusick's remarks that we were just trying to inflate our claim against our insurance company was uncalled for and totally without fact or relativity to the issue at hand.

In January we were finally able to get a contractor's estimate for the cost to repair the damage. I am speaking of JVC General Contracting and not Mr. Wallace. I did not even consider Mr. Wallace's estimate as a qualified estimate. Mr. Clark however thoroughly inspected the property and even did a second inspection to check on several items before tendering his estimate.

Bottom line in all of this is I asked Mr. Fischer to tell me what the building code required of me. FEMA Disaster Recovery & Mitigation representatives had told me to ask for a substantial damage letter based on their inspections and my contractor's estimates. I asked the building department how to get one and was referred to the county. The county referred me back to the city. No one could tell me what it was or where to get one. When I was getting estimates I had heard the term "50% rule" and called the building department to find out what it meant. Mr. Fischer explained that it was referring to Chapter 34 of the Building Code, told me what it meant and said that if anyone had questions about it they could read it for themselves. After reading it myself I again called the building department to see if it applied to my house. In other words was I just supposed to fix it or did I have to bring it to code. And, if I had to bring it

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to code what was involved and could it be done. These are the questions I have been trying to get answers to for too long.

The other day you all told me that this was an insurance matter. You told me that any correspondence had to be in writing between our attorneys. That I couldn't get an answer about how the code would apply to my house unless and until I submitted signed and sealed plans and applied for a permit. That I could not bring this matter to the Construction Regulation Board. That my insurance company would determine the amount of my damage and not the building department and that the city could not determine value anyway. What I told you all was that whether I was insured or not, whether my damages were paid by insurance or not, whether I had a dispute with my insurance company or not should have no bearing whatsoever on whether or not the Florida Building Code would apply to my repairs and if so how. That is a question that is supposed to be answered by Mr. Fischer. Instead you are telling me that my insurance company or myself should make that determination. Like I said many times in the past this has always been about how the code applies to my damages not how the insurance company treats my claim. There is no way an insurance company should be making those decisions in place of the building official. An insurance company is under duty to act in good faith to its policyholders by law but there is no law that grants the duty to enforce the building code to any insurance company. As for my FEMA claims – no question was ever directed to the city about my claims with FEMA. It was the city that threatened to take the camping trailer off our property. Is it common practice for employees to refer to disaster victims that received these temporary portable housing units as "you people"? And to intimidate us by trying to force us out of them? All we have been trying to do for the last year is get guidance on what the law (FBC) says we have to do. That is the job of the building official. It is not the job of any city employee, electee, appointee or agent to contact a citizen's insurance company to

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discuss details of their claim nor is it their job to base their decisions on the position of an insurance company. It is not their job to protect an insurance company from or inform them of a lawfully filed claim against them by a citizen of the city. It is not their job to pass off their duties to other agencies or entities or a citizen. It is not their job to prevent and prohibit a citizen with a grievance to seek redress from the appropriate board of appeals for the city. It is not their job to determine whether my claims against my insurance company are fair or not. It is not their job to intimidate citizens who ask for assistance in abiding by the laws or those who have received disaster aid. It is their job to perform their lawful duties and to protect the health, safety and welfare of the citizens of this city in a cost effective manner including us.

You told me on the phone that I am the one and only person in the whole city who has a problem with this. That is irrelevant. It shouldn't matter if I was the lowliest citizen in our whole city. I should still be entitled to the protection and rights afforded me by the laws. As I told you again and again the issues I have been discussing with the city should be independent of any influence by any insurance company and their decisions or any concern for their interests.

I will also state one more time, for the record, that Mr. Birch represents me in a matter that does not involve the City of Edgewater or its employees, etc. If Ms. Matusik would care to research the issue she would find that a citizen can not be barred from conducting business of an ongoing nature solely due to the fact that person is represented by an attorney in an entirely separate matter with totally independent actors. An attorney's request for information from a municipality, for something that would be considered a public record or as a courtesy to a client he represents on another matter, does not prevent communication directly between the municipality and the citizen. It doesn't even prevent communications between the actual parties of an action if there is an ongoing business relationship. It is a bit unclear whether Ms. Matusik is a paralegal or an

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attorney since she was advising me what the law meant. And how it applied (or as in this case, according to her, didn't apply) to me.

I will restate the facts as I see them and the questions that I have been asking since last year, together with a few I just thought of, once again for the record:

FEMA declared the home unsafe and attributed the damage to the hurricanes in an inspection done in approximately October (but prior to 11/1/04) and another inspection done 3/05

The home is not liveable and was not liveable prior to 10/29/04 due to the mold growth resulting from the water intrusion during and since the hurricanes (acknowledged by FEMA at the very least by virtue of the fact that emergency housing in the form of a camping trailer was provided)

The cause of the damages would only be an issue between us and our insurance company so would not be an issue of relevance in this determination since the FBC makes no mention of the building official having a duty to determine the cause of damages when repairs must be made rather than the amount of repairs be used to determine the proper application of the FBC

The cost to repair the damages to my home are over \$100,000 this does not include repairs to major systems such as electric or heat/air and does not include the full cost of remediation of mold and does not include repairs to the "birdcage", roof sheathing, wood frame addition (which was not fully exposed at time of estimate) or the increase in cost of materials or labor since January nor does it include code upgrades

The County Appraisers Office had set the value of the building at \$75,000+ in 2004 and in 2005 after inspecting the property the value of the

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building was reduced to \$16,722 based on the extent of the damages from the hurricanes

We had an appraisal in 2002 of \$130,000 including the land which is currently assessed at almost \$20,000.

Replacement cost as determined by the insurer was \$153,300.00 in 10/03 and \$164,400 in 10/04

Repairs to structural members are required including concrete block walls, windows, doors, trusses, roof sheathing and chimney

No matter which valuation method is used the cost of repairs exceeds 50% of the cost to erect a similar building

Does Florida Building Code Section 3401.7.2.6 apply in this case?

If yes, then to what extent?

Are we required to bring the entire building to current code?

Since repairs must be made to structural members (roof, roof trusses, gable endwalls, windows, doors, stick-frame 2 story addition framing members and sheathing and roof rafters, floor joists, concrete bondbeam, unreinforced masonry walls, windows, doors, skylights, garage door, and ceiling/floor diaphragm - must the structure as well be brought to code?

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If yes, then if the building cannot be made to meet code must it be torn down?

In addition, is the attached "birdcage" considered a part of the building for the purposes of this Chapter?

What person is responsible for interpreting the Florida Building Code and determining its application to a particular circumstance?

In addition, please advise if the City participates in the National Flood Insurance Program?

Does the City have CRS status?

Does our property lie in a flood plain and if so what type?

Does our property lie in a storm surge zone and if so what type?

What is the base flood elevation for this property?

What is the elevation of our property?

Since the cost to repair our damages is over 50% of the value of the building does the program require our home to be repaired, mitigated or rebuilt?

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Who is the person in charge of the NFIP in the City?

Who is the person who would be responsible for making these determinations?

Is there any federal, state, county or local constitution, law, rule, code or statute which would:

relieve the building official of his duty to interpret the Building Code and the requirements of NFIP?

relieve the building official of his duty to enforce the Building Code and the Requirements of NFIP?

permit the building official to refuse to perform his duties of interpreting and enforcing the Building Code and the requirements of NFIP?

permit a municipality to bar a citizen from bringing a grievance to the appropriate appeal board when the question is whether there is a duty to perform?

require a permit application (complete with signed and sealed plans) prior to determining the extent to which the Building Code applies to a particular structure?

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allow interpretations of the Building Code to be influenced by the position of an insurance company instead of the extent of damages?

allow communications without knowledge or permission of a citizen about their private affairs with their contracted insurance company?

require a citizen to hire an attorney in order to have dealings with the municipality when no legal action is contemplated or commenced?

If so what are they?

As I stated before on many occasions it is foolish to put a new roof on prior to determining how Chapter 34 will apply to the rest of the house. If we put a roof on and later find out that the building must be torn down who will then pay for the second new roof? The insurance company sure won't pay for it and neither should I. It also isn't the type of thing that could be salvaged and reused.

All we wanted to do was make sure we would comply with the law and the Building Code. This should never have taken a year or been as convoluted and drawn out as it has. As for Ms. Matusick's statement that the City would not be responsible for figuring out values I believe she was mistaken. It is in fact the responsibility of the building official to determine the value in order to determine if the repairs (**not covered damages**) exceed 50% of that value. No one else can make that determination. He may rely on tax rolls, appraisals, face amount of insurance (**not**

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whether there is coverage) and other information in determining the replacement cost of the building that the 50% would apply to. As statutory interpretor of the Florida Building Code Mr. Fischer is the person responsible for interpreting the FBC not me and certainly not the insurance company. Also a decision not to act or a failure to perform a statutorily required duty constitutes a decision which could properly be brought to the appropriate appeal board for review. By Mr. Fischer's refusal to interpret the Code and the City's denying me the right to bring this matter to the board you are violating my constitutional rights of due process and equal protection. I feel you are also retaliating against us for pushing this issue by bringing Code Enforcement into this especially since this temporary housing unit is direct disaster assistance and that most of the delay in beginning repairs or whatever we need to do is because of Mr. Fischer's failure to interpret the Code as it applies to our home.

Please also make sure that your letter dated September 14, 2005 is not in someone else's file.

Please respond.

Respectfully,


Tracy L. Card


Barry D. Daniels, II

Mr. Kenneth R. Hooper
Darren Lear, Development Services Director
Dennis Fischer, Building Official
Tonya Elliott, Administrative Assistant
RE: 3035 Orange Tree Drive, Edgewater
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P.S. The City of Edgewater Newsletter issued September, 2005 (and also in October, 2004) gives information about the NFIP and it appears from that information that Mr. Fischer would be the one to make those determinations as well. I would like you to provide with me information pertaining to the NFIP and its regulations or statutes. According to the newsletter if the damages to a home are more than 50% of the value of the home then mitigation measures such as elevation etc may have to be implemented. It also says that Mr. Fischer would be able to give advice to the public in this regard. It also mentions substantial damage as being damages in excess of 50% of the value of the home (not specifically damages from a flood). Why then has my request been ignored for so long? The taxes we pay must go somewhere.

cc: James L. Birch, Attorney
Paul E. Rosenthal, City Attorney
Donald A. Schmidt, Mayor
James P. Brown, City Council
Dennis A. Vincenzi, City Council
Harriet E. Rhodes, City-Council
Judith R. Lichter, City Council

Memorandum:

Date: October 5, 2005

To: Ken Hooper, City Manager

From: Dennis I. Fischer, Building Official

Subject: **3035 Orange Tree Drive**

This correspondence is in response to the letter received from Tracy Card regarding storm damage to her residence. Ms. Card has made many references to my conversations with her regarding assistance for guidance in the repairs. To this date no one has submitted any permit application for repairs listing the amount of damage and the method of correction.

I will now try to answer the questions submitted by Ms Card:

Question: Does the Florida Building Code Section 3407.2.6 apply in this case?

Yes: This section of the code does cover the repairs and alterations to existing building weather or not the structure was damaged by a storm or repaired at the wishes of the owner. The extent of compliance is defined within this section. There are two exceptions to FULL compliance. The first exempts all masonry related items if the occupancy is not changed. This is the situation Ms. Card will fall under. The second only applies to eminent domain cases.

Question: Are we required to bring the entire building to current code?

No: The exception stated above exempts the masonry from upgrading. The remaining repairs if greater than the limits listed within the code are proposed within the 12-month period must comply.

Question: Since repairs must be-made to structural members (roof, roof trusses, gable end walls, windows, doors, stick-frame 2 story addition framing members and sheathing and roof rafters, floor joists, concrete bond beams, un-reinforced masonry walls, windows, doors, skylights, garage door, and ceiling/floor diaphragm-must the structure as well be brought to code?

Yes: Repairs to the roof coverings, trusses, gable end walls, windows, doors, and garage door, skylights and wood frame 2-story addition if not currently in compliance with the new code will require upgrading. The masonry walls, foundation and bond beam are exempt from compliance per Exemption 1 of Section 3401.7.2.6. Attached you will find Report # 2645 from the Florida Building Commission dated September 26, 2003. This question was proposed to the commission for a formal interpretation and the response is the same as I have stated.

Question: The attached "birdcage" considered a part of the building for the purpose of this chapter?

No: The pool enclosure is an accessory structure. If damaged beyond the 50% of replacement value only applies to the aluminum construction.

Question: What person is responsible for interpretation the Florida Building Code and determining its application to a particular circumstance?

Answer: The Building Official, Dennis I. Fischer. Code interpretations can be submitted to the Florida Building Commission for specific situations but the local Building Official has the final approval power.

Question: Does the City participate in the National Flood Insurance Program?

Yes

Question: Does the City of Edgewater have CRS status?

Yes: The City of Edgewater has been a member ever since March of 1999. Our current class rating is a #8.

Question: Does our property lie in a flood plain and if so what type?

Yes: 3035 Orange Tree Drive is in Flood Zone X per FIRM map #12127C0685 G April 15, 2002. See attached copy of the FIRM map.

Question: Does the property lie in a storm surge zone?

No: Flood Zone X is not a coastal flood area with velocity hazard (wave action).

Question: What is the base flood elevation for this property?

Answer: The FIRM map has determined no base flood elevation. Edgewater does require all structures constructed outside of the Flood Zone A and AE to be one (1) foot above the crown of the road for drainage purposes. See section 21-42.05 (a) Edgewater Land Development Code.

Question: What is the elevation of the property?

Unknown. No current survey was submitted for review. The city does not have a current survey with elevations.

Question: Since the cost to repair our damages is over the 50% of the value of the building does the program require our home to be repaired, mitigated or rebuilt?

Answer: The estimate submitted by J.V.C General Contractors, Inc for \$92,133.24 might possible exceed the 50% of the replacement value as depicted in Section 3401.7.2.6. The value must be calculated not from the "just/market value" or "taxable value" as found on the property appraisers web site but from estimated current replacement cost of the building in kind. The replacement cost today may far exceed the appraised values. The current cost of construction in this area as estimated by the ICC is \$91.74 per square foot. See attached is report #3369 from the Florida Building Commission on this subject.
See Building Safety Journal August 2005.

Question: Who is the person in charge of the NFIP in the City?

Answer: The Building Official, Dennis I. Fischer is the person who oversees construction in the flood zones. The National Flood Insurance Program has offices in Tallahassee and the Region IV office is located in Atlanta, Georgia.

Question: Who is the person responsible for making determinations?

Answer: If the question is directed to the administration of the NFIP or the programs under the direction of NFIP then the local office having control is located 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100. The director is Charles Speights.

Question: Who can relieve the Building Official of his duties under the Building Code and NFIP?

Answer: The City Manager can fire the Building Official if he desires. He CANNOT over rule his decisions. Florida Statue 468 gives the power to the Building Official to administer the Florida Building Codes, which includes interpretations.

Question: Who can relieve the Building Official of his duties to enforce the Building Code and NFIP?

The answer is the same as above.

Question: Who can relieve the Building Official of his duties if he refuses to perform his position?

The answer is the same as above.

Question: Who can require a permit application complete with signed and sealed plans prior to the issuance of a permit?

Answer: The Building Official has this power under Chapter 1 of the Florida Building Code under Section 104.1.5 and 104.2. See copy of code sections.

Question: Who allows interpretations of the Building Code to be influenced by the position of an insurance company instead of the extent of damages?

Answer: The insurance adjuster who is employed by the insurance carrier can set the amount of damage done from reports he has obtained from other professional sources. The amount of damages that the insurance company will cover is the soul right of that company. Insures who feel the amount or the extent of the damages is insufficient must hire their own professional team to evaluate the extent of damage and estimated repair cost. The Building Official does not enter into these situations. The insure who feels that the insurance company is not performing the damage assessment properly can file a complaint with the Florida Insurance Commissioner Tom Gallager 200 East Gaines Street Tallahassee, Florida 32399-0340.

Question: Require a citizen to hire an attorney when no legal action is contemplated or commenced?

Answer: This department has received numerous letters and calls from Zapalski & Birch PA regarding this location. When this department receives correspondence from attorneys it is common practice to inform the legal staff of the requests.

In conclusion, I feel that this situation could have been avoided if the homeowner would have contracted with a roofing company to install a new roof when the insurance check was issued. Failure to perform these needed repairs in a timely manner has caused additional damage. The homeowner has intentionally removed drywall throughout the home insisting that mold was a problem. The Florida Building Code does not address mold or the effects that it may cause.

The homeowner also insists that hurricane force winds have damaged the structure but no conclusive evidence is apparent. I have received from the homeowner a copy of the damage assessment report prepared by SDII Global Corporation and sealed by Randall A. Howard P.E. stating that no structural damage was found due to hurricane forced winds.

The position that this Official has taken is to wait until a complete permit application, sealed plans and specifications are submitted by the contractor are received or legal action has started before further responding to the homeowner.



THE CITY OF EDGEWATER

POST OFFICE BOX 100 • EDGEWATER, FLORIDA 32132-0100

Mayor Mike Thomas
District 1 Councilman Debra J. Rogers
District 2 Councilman Dennis A. Vincenzi
District 3 Councilwoman Harriet B. Rhodes
District 4 Councilwoman Judy Lichter

City Manager Kenneth R. Hooper
City Clerk Susan J. Wadsworth
City Attorney Paul E. Rosenthal
Legal Assistant/Paralegal Robin L. Matusick
Asst. City Manager Elizabeth J. McBride

November 17, 2005

Tracy L. Card
3035 Orange Tree Drive
Edgewater, FL 32141

Re: Storm Damages


Dear Ms. Card:

This confirms our meeting this morning (11/17/2005) regarding outstanding permitting issues relating to storm damage that occurred to your residence during the 2004 hurricane season. After much discussion, I determined that you or your contractor should apply for a "re-roof" permit to initiate repairs to your home to prevent further damages.

It was discussed that upon completion of the "re-roof", you or your contractor will submit a permit application and estimates of repair for the interior.

In an attempt to offer further assistance, the City has decided that the Building Official (Dennis Fischer) will be at your residence on December 2, 2005 at 10:00 a.m. to do a thorough damage inspection. Please note that this is the third inspection of your house by the Building Official. Once the inspection is completed, you will be given an itemized listing of the minimum requirements that shall be required for repair/restoration of your residence. The City will not determine the cost of repair but will provide a list of needed repairs/restorations.

Sincerely,


Kenneth R. Hooper *by rlm*
City Manager

KRH/rlm

Copy to: Mayor & Council
Development Services Director
Fire Chief
Building Official

(Letter/Ltr-2005-041)

LEGAL DEPARTMENT
(386)424-2403
104 NORTH RIVERSIDE DRIVE
FAX (386)424-2421 or 424-2409

Inspection Report

Date: December 2, 2005
Location: 3035 Orange Tree Drive
Owner: Tracy Card

Myself and Mike McGrath from Code Enforcement began the inspection at 10:00 am. Mr. McGrath was to assist in taking pictures of the conditions found on this date. We were met by Ms Card and another lady. The inspection began with an explanation of the reason for the inspection and the methodology that will be used in the findings.

Comments on exterior condition of dwelling:

The cut brick masonry and wood frame dwelling has received damage from last year's hurricanes and attempts by the owners to make repairs. The blue plastic tarps covering the roof have been removed due to age and winds. I found that the roof has two layers of shingles and two sets of drip edge. Shingles tabs were missing in some areas and one small area was revealed the first layer of shingles. The soffit and fascia appear to be in good condition. The ends of the fascia show signs of water damage.

Recommendation: Re-roof the dwelling.

Contact a licensed roofing contractor to remove all layers of shingles and underlayment. Inspect the roof sheathing for any signs of water damage and replace as necessary. Replace any fascia that is damaged by water. The roof sheathing when exposed must be nailed to the current code requirements of 4" on all roof edges, 6" on all sheet's ends and 12" in the fields with number 8d nails. Prior to recovering with felt the contractor must call the Building Department for the nailing inspection. Following the inspection the roof should be covered with felt underlayment. The areas adjacent to the second story wood addition new flashing must be installed. The flashing next to the chimney will need to be inspected and replaced if needed. The skylights must be replaced with current approved and tested units. Shingles that are to be installed must meet the current Florida Building Code Section 1507.3.5 and Section 1507.3.7 with compliance from ASTM 3462 or ASTM 3161. After the roof is completed a final inspection of the work is required. The roofing contractor must apply for the permit prior to any work.

Recommendation: Masonry exterior.

Clean all stucco areas with a pressure cleaner. Caulk the cracks in the stucco with an approved material. The front of the dwelling has cut brick. The caulking should be clear

so not to be visible. The remaining stucco can later be caulked and painted with water repellent paint. The window should also be caulked. The chimney cap must also be reinstalled.

Recommendation: Wood siding and gable ends.

Replace the wood siding on the second floor that has water damage. The Code requires a vapor barrier behind the siding. I would suggest that when the new sheathing is installed a vapor barrier be installed and another layer of some form of new siding placed over the existing. The gable ends are 3/8" plywood over 1/2" insulation. The siding appears to be in good condition. No signs of water damage were found but some lower panels have pulled away from the base. I would suggest that if new siding is installed over the old on the second floor that you also add new siding over the gable ends.

Comments on the interior of the dwelling:

The owner has removed the majority of the interior drywall. I was unable to determine what was water damage and what the owner damaged. Inspection of the wood-framing members found a cracked truss web member and truss members cut or missing due to air conditioning duct installation. Inspection of the remaining truss anchors found an average of 3 16d nails in each truss end. The truss system appears to be in good condition. The gable end truss has only one diagonal brace and no blocking. The second floor wood frame walls have small hurricane clips only on the top plate.

Recommendations: Interior framing:

Contact a licensed framing contractor to repair the cracked and missing truss members. Generic truss engineering may be used to fix these situations. The second floor wall framing will need to have additional hurricane clips at the bottom and top of all studs. The hand-framed rafters will need to have additional strapping at the peak. It is suggested that you remove the remaining drywall, insulation and carpets to aid in the repair of the framing members. Permitting and inspections for the interior work will be required.

Comments on the Electrical:

Inspection of the interior found many violations of the national electrical code. Wires were spliced in the attic. Open connections were also found. The removal of the drywall has damaged many receptacle outlets and ceiling fans. The fan at the rear patio was damaged by the winds and removed.

Recommendations: Electrical

Contact a licensed electrical contractor to repair the damaged wiring. Because the drywall has been removed the interior of the dwelling must meet the current NEC 2002 edition. The installation of smoke detectors, gfcı receptacles and arc fault breakers will be required. Permitting and inspections will be required.

Comments on mechanical systems:

The air conditioning/heating system was not on at the time of this inspection but the owner said the heat was on last night to keep pipes from freezing. The ductwork has some areas where it was partially open or the grills removed due to drywall removal. The return air grill and filter were covered with dust. The condensing unit outside was not secured to the concrete pad.

Recommendations: Mechanical

A licensed mechanical contractor should inspect the ductwork following the removal of the remaining drywall. The ductwork should be cleaned and sealed as needed. The return air grills and filters replaced. The exterior unit must be secured to the pad. The system should be operable before new drywall is installed so any moisture can be removed. The use of dehumidifier's prior to insulation is also a good idea.

Comments on Plumbing:

The plumbing system appears to be in working order. No damage was found to the piping system. The removal of the remaining drywall may require that a licensed plumber be contacted to disconnect the sinks in the bathrooms and kitchen.

Recommendations: Plumbing

Contact a licensed plumber to assist in the interior remodeling if necessary.

Summary of this inspection as it will relate to Chapter 34 FBC will be as follows.

The roof must be replaced and brought up to code. Permit and inspections are required. Due to the removal of the drywall any exposed items not to the current edition of the code will be required to be upgraded. Follow the structural comments as stated above. All electrical violations must be corrected. Safety devices must be installed, smoke detectors, gfci receptacle and arqh fault breakers. Mechanical system repairs are required.

You or your contractor can contact the Building Department concerning the permitting and inspection process.

Sincerely,

Dennis I. Fischer
Building Official



THE CITY OF EDGEWATER
POST OFFICE BOX 100-EDGEWATER, FLORIDA 32132-0100

January 10, 2005

Tracy L. Card
Barry D. Daniels, II
3035 Orange Tree Drive
Edgewater, Fl. 32141

Re: Response to letter received January 3, 2006

Dear Ms. Card and Mr. Daniels,

This letter will serve as final notice of my final decision as to the interpretation of Chapter 34 Florida Building Code (FBC) and how it will effect the rehabilitation of your home.

I have inspected your home on many occasions. During each visit you have removed more dry wall and other material from the interior of your home resulting in the exposing the framing members. I have observed the areas your engineer has referred to in his report. The following is my opinion as Building Official for the City of Edgewater as to the interpretation of Chapter 34FBC:

Question 1. Is it the intent of Section 3401.7.2.6 to exclude all masonry structural elements from having to meet the current Code when repairs due to storm damage exceed 50% of the value of the building even if repaired?

Interpretation: Yes. Exception 1 under Section 3401.7.2.6 does not state that the masonry elements of the structure be required to be upgraded even if they are partially repaired. This question was also proposed to the BOAF on September 26, 2003 and an informal interpretation was found likewise. Copy of report 2645 enclosed as support of this interpretation.

Question 2. Is it the intent of Section 3401.7.2.6 to require every other element of the building to meet the current Code when repairs are more than 50% of the value of the building, such as windows, doors, plumbing, mechanical, electrical and roofing?

Interpretation: Yes. The code does require that when the interior framing members are exposed (your removal of the interior drywall) that you upgrade those item not currently meeting FBC. The windows that do not meet Section 1005.4.2 as egress openings from sleeping rooms be retrofitted to meet this requirement. The doors must meet the same requirements. One bathroom door must be a minimum of 30" to meet Chapter 11 FBC. The plumbing repairs (such as replacement toilets) must be 1.6 gallons and the water heater must have an expansion tank or valve. If the mechanical system is replaced the

Building Department - 139 E. Park Avenue
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Edgewater, FL 32132-0100
(904) 424-2411, (904) 424-2423 Fax

new system must meet the Mechanical Code for unit efficiency and duct installation. Return air systems will be required in each sleeping room. The electrical system repairs must include GFCI receptacles in all required locations. Hardwired, interconnected smoke detectors will be required inside and out of all sleeping rooms. Arch fault breakers will be required on each bedroom receptacle circuit. All spliced wiring found in attic area will be required to be replaced. The replacement of the shingles will require that all water-damaged wood be replaced. The plywood sheathing must be nailed with #8 nails at the required distances per the wind code. All cracked or damaged truss members shall be fixed per manufactures specifications or sealed truss fix drawings provided for special situations.

Question 3. If every element of the building must meet the current FBC and certain elements cannot be made to conform would the building be required to be torn down?

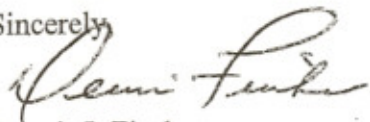
Interpretation: Your dwelling can be repaired to the current codes without the requirement to demolish. The exemption of the masonry per the above section should allow for the repairs to be accomplished without the need to demolish. It is your decision if you choose to demolish the dwelling in lew of repairs.

Question 4. Would a building (single family residence) require to meet the current Building Code also need to comply with the appropriate Fire Codes and/or Life Safety Codes?

Interpretation: No. The only fire code currently included in FBC enforced on single family is the smoke detectors. Florida Statute 633.025 (9) exempts single-family residences from review and inspection.

I have included the information regarding submittal requirements for a "Declaratory Statement" from the Florida Building Commission. I will forward your questions and my response to the commission. The petition must be prepared for submittal with all the supporting documents. Once the petition is filled the commission will hold two separate hearings and then vote on the petition. If you would like to contact the commission your self you are welcome to write Paula Ford at 2555 Shumard Oak Blvd., Tallahassee, Fl. 32399.

Sincerely,



Dennis I. Fischer
Building Official

Cc: Ken Hooper, City Manager
Mayor And City Council
Darren Lear, Planning Director



Florida Building Code Informal Interpretation



Date: Fri Sep 26 2003

Report #: 2645

Code: Building

Section: 3401.7.2.6

Question:

Is it the intent of 3401.7.2.6 ex.1 that if the occupancy remains the same and you exceed the 50% in repair then you do not have to comply with making the entire existing structure conform to the requirements for a new building or structure or be entirely demolished??

Answer:

No, Exception 1 exempts only structural concrete/masonry portions of the existing building from being made to conform to current codes under these circumstances. It is obvious this Exception is for concrete and masonry items which would be very difficult and in some cases impossible to upgrade (if upgrading was necessary). The restriction relating to change of occupancy is to make certain the load-bearing and -resisting capacities of the elements contained in the Exception are adequate.

Commentary:

The structure described by the petitioner (dilapidated wood structure) should be declared unsafe and brought entirely up to code for new construction or demolished.

Notice:

The Building Officials Association of Florida, in cooperation with the Florida Building Commission, the Florida Department of Community Affairs, SBCCI, and industry and professional experts offer this interpretation of the Florida Building Code in the interest of consistency in their application statewide. This interpretation is informal, non-binding and subject to acceptance and approval by the local building official.

3401.7.2.6 When repairs and alterations amounting to more than 50 percent of the value of the existing building are made during any 12 month period, the building or structure shall be made to conform to the requirements for a new building or structure or be entirely demolished.

Exceptions:

1. Provided there is no change in occupancy, foundations, slabs, tie beams, tie columns, reinforced masonry and masonry walls erected in compliance with the code under which the building was constructed.
2. Those property improvements involuntarily altered by right of eminent domain need only to meet the requirements of the code in force at the time of original construction.

3401.7.3 Structural Determination. For purposes of 3401.7, structural shall mean any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load and the removal of which part, material or assembly could cause, or be expected to cause, all or any portion to collapse or to fail.

3401.8 High Velocity hurricane zone application to existing buildings

3401.8.1 General

3401.8.1.1 Existing buildings or structures to which additions, alterations, repair or changes of group of occupancy are proposed or intended shall be made to comply with all the requirements for new buildings or structures of like area, height, type of construction or group of occupancy, except as provided in this Section.

3401.8.1.2 The requirements of this section shall not supersede specific requirements of the code for construction in Fire Zones.

3401.8.2 Additions

3401.8.2.1 Any addition or alterations increasing the floor area of the building, shall meet the requirements of this section. For purposes of this section, whether an addition falls within the stated percentages shall be calculated based on the cumulative increase of the building during the course of one calendar year.

3401.8.2.2 All except Group R3 occupancies shall comply with the following:

3401.8.2.2.1 When additions, or alterations increasing floor area, are made to an existing building, and the addition and existing building are separated by a fire rated wall, as defined in Section 704, the addition shall conform to all the requirements of the code applicable to a building of the area of the addition.

3401.8.2.2.2 Where the existing building and the addition are not separated by a fire rated wall and the area of the addition is 25 percent or more of the area of the existing building, the existing building and the

addition shall be made to comply with all requirements of the code for a building of area equal to the combined area for the addition and existing building.

3401.8.2.2.3 Where the existing building and the addition are not separated by a fire rated wall or where the addition is vertically superimposed on an existing building, and the area of the addition is less than 25 percent of the area of the existing building, the following requirements shall apply:

1. The addition shall conform to all requirements of the code applicable to a building having the combined area and height of the existing building and the addition,
2. The existing building shall conform to all requirements of the means of egress for a building of the combined area and height of the addition and the existing building.
3. An approved detection, alarm and communications system, detecting products of combustion, shall be required for all public areas and means of egress within the existing building.

3401.8.2.3 Group R3 Occupancies shall comply with the following:

3401.8.2.3.1 When additions, or alterations increasing floor area, are made to an existing building and the addition constitutes 25 percent or more of the area of the existing building, the addition shall be made to comply with all the requirements of the code and the existing building shall comply with the following:

1. Impact resistance devices having a valid NOA shall be installed at openings to provide protection against storms.
2. Corners of buildings of masonry construction shall be checked for tie downs. If tie downs are not found in corners, testing shall be performed to locate tie downs in all walls. Proper installation of tie downs shall be done at 20 foot intervals and at each corner except that interior tie downs may be provided in each side not less than 2 feet on each side of each corner.
 - 2.1 Tie down refers to the anchorage from the foundation to the tie beam and shall provide the equivalent strength of a vertical #5 reinforcing bar properly attached to the foundation and tie beam encased in concrete or mortar and lapped a minimum of 30 inches or otherwise spliced in a manner which will develop the full strength of the bar.
 - 2.2 Alternate methods of providing anchorage of equivalent strength to that described in 2.1 may be used where design calculations which admit rational analysis are submitted by a Registered Engineer or Architect proficient in structural design.

**Tracy L. Card
Barry D. Daniels, II
3035 Orange Tree Drive
Edgewater, Florida 32141
(386) 427-1372
December 29, 2005**

Dennis Fischer, Building Official
City of Edgewater
104 North Riverside Drive
Edgewater, Florida 32141

**RE: 3035 Orange Tree Drive, Edgewater
2004 Hurricane Damage**

Dear Mr. Fischer:

First I wanted to point out that the memorandum prepared by you and sent to me in October, 2005 was incomplete. The copy you provided me at our November meeting had all of the attachments referred to in the memorandum which were not included in the copy mailed to me. In addition there is an extra paragraph in the copy you provided to me that I feel bears clarification. SDII Global did not prepare that report for me. It was prepared solely for benefit of the insurance company. I do not agree with it and I feel it does not make a qualified opinion as to the cause of the damage. At the time I provided you with a copy of that report I stated that it was nothing more than a weather report and an incomplete consideration of the causes of the types of cracks found in my home. I also provided you with a copy of a report prepared by Lou Peros Engineering which stated the damages were caused by the hurricanes. I also provided you with a copy of an email response from them indicating that the building could not be made to meet the current code. I am enclosing another copy for your convenience. I also provided you with copies of estimates from January, 2005 for the roof, building repairs and electrical repairs. These 3 estimates alone total over \$100,000.00. Not counting the lanai but counting the screened 2nd story porch I have

Dennis Fischer, Building Official
RE: 3035 Orange Tree Drive, Edgewater
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approximately 2200 sq ft total with about 1800 sq ft under air based on rough figures.

You may recall that during the meeting on November 17, 2005 I had asked you about submitting to the Florida Building Commission a request for an interpretation or declaratory statement and you told me to write something up and you would read it. I would like to pose the following scenario and questions to the FBC and would appreciate first your interpretation and then any suggestions to clarify the circumstances for the FBC to allow them to make a fully informed determination of the applicability of the 2001 Florida Building Code as to my home and whether the structure would fall under the exclusion or fall back out of the exclusion based upon the particularities of this situation.

Background: Single family residence consisting of unreinforced concrete block walls on a monolithic slab with a 2 story wood frame area in the rear constructed in 1978/79, manufactured truss system roof with asphalt 3 tab shingles. Attached to rear of structure is a screen enclosure over concrete deck and inground swimming pool. Also on the property is a 14' X 16' shed on concrete pad and a stockade type fence. The main building is 30" X 60" (face) with an approximately 12' X 8' area jutting out from the rear (part of the 2 story frame portion of the building).

The main building, screen enclosure, shed and fence all received damage during the 2004 hurricanes (Charley, Frances & Jeanne). The main building consists of approximately 1800 sq ft "under air" with a 12' X 8' balcony, a 20' X 20' garage and 7' X 9' laundry room. There is a fireplace. The building elevation is apparently sufficient for purposes of flood and local codes.

These questions pertain to the 2001 Florida Building Code as revised and existing on or about October 1, 2004.

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1. Is it the intent of Section 3401.7.2.6 to exclude all masonry structural elements from having to meet the current Code when repairs of more than 50% of the value of the building must be made OR is it the intent of section 3401.7.2.6 to exclude only those masonry items which do not themselves require repair?

Whenever repairs of more than 50% of the value of the building must be made within a 12 month period every item repaired including structural masonry items must be made to meet the current building code. If unreinforced masonry block walls are damaged and require repair those walls must be brought to code but other masonry structural items not requiring repair would be exempted.

2. Is it the intent of Section 3401.7.2.6 to require every other element of the building to meet the current Code when repairs are more than 50% of the value of the building – in other words would items such as windows, doors, plumbing, mechanical, electrical and roofing also be required to meet the current Code?

When repairs to a structure exceed 50% of the value of the building then the entire building must be made to conform with the current code including those items (other than above) which do not require repair.

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3. If every element of the building must be brought to the current Code and certain major elements cannot be made to conform would the building be required to be torn down?

For example most of the unreinforced masonry walls are damaged and must be repaired. Adding the required reinforcing rods and repairing the damaged bond beam (which is not continuous) would actually weaken the structure. A two story wood frame portion of the original building (not an addition) has damaged floor joists and damage to some of the frame structure. The monolithic slab although not damaged does not meet current code for embedment. It is approximately 10-12" thick but is only embedded about 4-5". The mechanical elements should also comply.

4. Would a building (single family residence) required to meet the current Building Code also need to comply with the appropriate Fire Codes and/or Life Safety Codes?

As an existing single family residence the building (as it stands) is exempt from these codes. If the building remains and is only repaired and the entire building brought to code then the building must also be made to comply with these codes as well. Obviously if the building had to be torn down then these codes would apply the same as for any new building.

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I have left space after each question for you to add your comments and interpretations. I have also indicated my interpretation of each question in red italics. I have not yet had a chance to get up into the roof to see which trusses you marked for repair but hope to be able to check that out in the next week or two. This is an especially hectic time right now. I would appreciate your response within ten days. Maybe we will find we are on the same page after all.

Respectfully,



Tracy L. Card



Barry D. Daniels, II

cc: Kenneth Hooper, City Manager
City Council