

CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
THURSDAY, SEPTEMBER 16, 2010 AT 3:00 P.M.
CITY COMMISSION MEETING ROOM
CITY HALL

| <u>Board Members</u> | <u>Attendance</u> | Cumulative Attendance 10/09 through 9/10 | |
|---------------------------|-------------------|---|---------------|
| | | Present | Absent |
| John Scherer, Chair | P | 6 | 5 |
| John Phillips, Vice Chair | P | 7 | 2 |
| John Barranco | P | 10 | 1 |
| Joe Crognale | P | 11 | 0 |
| Pat Hale | P | 11 | 0 |
| Joe Holland | P | 10 | 1 |
| Thornie Jarrett | P | 10 | 1 |
| Don Larson | P | 9 | 1 |
| Michael Weymouth | P | 10 | 1 |

City Staff

Lori Grossfeld, Board Secretary
 Ginger Wald, Assistant City Attorney
 Brian McKelligett, Administrative Assistant II
 John Gossman, Code Enforcement Supervisor
 Burt Ford, City Building Inspector
 Chris Augustin, Building Official
 Yvette Ketor, Clerk III
 Debora Hernandez, Assistant Code Manager
 Dee Paris, Administrative Aide
 J. Opperlee, ProtoType Inc. Recording Clerk

Communication to the City Commission

None

Witnesses and Respondents

Barry Coates, observer
 Richard Russell, observer
 Lucy Harty, observer
 Pamela Adams, homeowners association

Bernadette Norris-Weeks, attorney
Bruce Ross Drum, investment group
Justin Hekkanen, attorney for Bank of America, interest in 37 units
Nicole Scimone, attorney for Bank of America, interest in 37 units
CE10021649: David Adam Goodman, listing agent for GMAC
CE10021655: Elizabeth Anne Wulff, attorney for Chase
CE10021702: Clifton Reed, owner
CE10221622: Tammy Phillips, owner
CE10021711: Orlando DeLuca, attorney for GMAC, Dave Thomas, realtor
CE10021714: Samuel Small, owner
CE10021721: Zachary Thomas Bailey, owner
CE10021729: Kimberla Terry-Miller, owner
CE10021751: Karen Black Barron, attorney for Bank of America
CE10071360: Terry Gene Harkins, owner's representative, Vincenzo Esposito, owner
CE10021629: Gregory Taylor, attorney
CE10021734: Gregory Taylor, attorney, Curtis Herbert, lender's representative

Index

| <u>Case Number</u> | <u>Respondent</u> | <u>Page</u> |
|--|---|---------------------------|
| 1. CE10021620 Address: Disposition: | FEDERAL NATIONAL MORTGAGE ASSN 451 NW 23 AVE # 01 35-day extension to 10/21/10. Board approved 5-4. | <u>22</u> |
| 2. CE10021621 Address: Disposition: | MEISTER, JONATHAN M & MEISTER, LAURA 451 NW 23 AVE # 02 35-day extension to 10/21/10. Board approved 5-4. | |
| 3. CE10021622 Address: Disposition: | PHILLIPS, TAMI A 451 NW 23 AVE # 03 35-day extension to 10/21/10. Board approved 5-4. | |

Unsafe Structures Board

September 16, 2010

Page 3

- 4. CE10021624** JONES, KAMILAH
Address: 451 NW 23 AVE # 04
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 5. CE10021625** GARCIA-ACOSTA, ANNETTE & ACOSTA, RICA
Address: 451 NW 23 AVE # 05
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 6. CE10021626** SZNUK, EWA & SZNUK, ROBERT
Address: 451 NW 23 AVE # 06
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 7. CE10021627** ALONSO, VICTORINO & ALONSO, LYDIA
Address: 451 NW 23 AVE # 07
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 8. CE10021628** FEDERAL NATIONAL MORTGAGE ASSN
Address: 451 NW 23 AVE # 08
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 9. CE10021636** MORENO, ANGEL
Address: 471 NW 23 AVE # 09
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 10. CE10021629** DREAM MAKER INVESTMENTS LLC
Address: 471 NW 23 AVE # 10
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 11. CE10021630** WACHOVIA MORTGAGE CORPORATION
Address: 471 NW 23 AVE # 11
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 12. CE10021631** SAPP FAMILY LAND TRUST
ABRAHAM & SWEENEY PA TRUSTEE
Address: 471 NW 23 AVE # 12
Disposition: 35-day extension to 10/21/10. Board approved 5-4.

Unsafe Structures Board

September 16, 2010

Page 4

- 13. CE10021632** EQUITY GATEWAY, LLC
Address: 471 NW 23 AVE # 14
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 14. CE10021633** FEDERAL NATIONAL MORTGAGE ASSN
Address: 471 NW 23 AVE # 15
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 15. CE10021634** COUNTRYWIDE HOME LOANS SERVICING, LP
Address: 471 NW 23 AVE # 16
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 16. CE10021635** HALL, GABRIELA
Address: 471 NW 23 AVE # 17
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 17. CE10021637** BENDER, LUDETHIA SCHERINE
Address: 480 NW 24 AVE # 18
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 18. CE10021638** DRAKE, KWAN
Address: 480 NW 24 AVE # 19
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 19. CE10021639** THOMPSON, RONALD
Address: 480 NW 24 AVE # 20
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 20. CE10021641** WRAY, CHRISTINE A GEORGE
Address: 480 NW 24 AVE # 21
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 21. CE10021642** GARCIA, TAMARA & JORGE
Address: 480 NW 24 AVE # 22
Disposition: 35-day extension to 10/21/10. Board approved 5-4.

Unsafe Structures Board

September 16, 2010

Page 5

- 22. CE10021645** BROWN, TERESA ANN
Address: 480 NW 24 AVE # 23
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 23. CE10021647** PEAVY, YOLANDA D
Address: 480 NW 24 AVE # 24
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 24. CE10021649** DEUTSCHE BANK NATIONAL TRUST CO AS TRUSTEE
Address: 480 NW 24 AVE # 25
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 25. CE10021652** MONEY-LINE MORTGAGE LLC
Address: 500 NW 24 AVE # 26
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 26. CE10021655** ORTIZ, LUIS BELTRAN
Address: 500 NW 24 AVE # 27
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 27. CE10021659** HOUSTON, MARC & ROCHELLE
Address: 500 NW 24 AVE # 28
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 28. CE10021662** SECRETARY OF HOUSING & URBAN DEV
C/O NATIONAL HOME MGMNT SOLUTIONS LLC
Address: 500 NW 24 AVE # 29
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 29. CE10021664** MARRERO, ORLANDO
Address: 500 NW 24 AVE # 30
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 30. CE10021666** GREGOIRE, JEAN YVES & NARCISSE, CARME
Address: 500 NW 24 AVE # 31
Disposition: 35-day extension to 10/21/10. Board approved 5-4.

- 31. CE10021667** CEBALLOS, LUIS COLPAS
Address: 500 NW 24 AVE # 32
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 32. CE10021668** VASQUEZ, ASHLEY JADE
Address: 500 NW 24 AVE # 33
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 33. CE10021669** COPELAND, CATHYE LYNN EST
Address: 510 NW 24 AVE # 34
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 34. CE10021672** ACOSTA, MARIA D SUAREZ
Address: 510 NW 24 AVE # 35
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 35. CE10021674** SIMEON, MARLINE
Address: 510 NW 24 AVE # 36
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 36. CE10021677** JOHNSON, SANDRA DIAS &
JOHNSON, BARRON WILLIAM
Address: 510 NW 24 AVE # 37
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 37. CE10021678** LUBIN, GERMAIN & ASTRIDE
Address: 510 NW 24 AVE # 38
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 38. CE10021680** SOTO, MANUEL
Address: 510 NW 24 AVE # 39
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 39. CE10021683** REDDING, MURIAL DELOISE
Address: 510 NW 24 AVE # 40
Disposition: 35-day extension to 10/21/10. Board approved 5-4.

Unsafe Structures Board

September 16, 2010

Page 7

- 40. CE10021685** MCMILLIAN, CAROLYN F
Address: 510 NW 24 AVE # 41
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 41. CE10021687** GROVES, TANYA AYESHA &
LAWRENCE, GEVONNE ANTOINETTE
Address: 510 NW 24 AVE # 42
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 42. CE10021692** PEREZ, JOSE ANTONIO & ILEEN
Address: 510 NW 24 AVE # 43
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 43. CE10021696** GREEN, DIANA
Address: 510 NW 24 AVE # 44
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 44. CE10021699** YERO, REISY
Address: 510 NW 24 AVE # 45
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 45. CE10021702** REED, CLIFTON
Address: 510 NW 24 AVE # 46
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 46. CE10021707** VALERIANO, NORA M
Address: 510 NW 24 AVE # 47
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 47. CE10021711** GMAC MORTGAGE LLC
C/O FIDELITY/GMAC MORTGAGE CORP
Address: 510 NW 24 AVE # 48
Disposition: 35-day extension to 10/21/10. Board approved 5-4.

Unsafe Structures Board

September 16, 2010

Page 8

- 48. CE10021714** SMALL, SAMUEL AUGUSTUS
Address: 510 NW 24 AVE # 49
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 49. CE10021718** JOLLY, KIM D
Address: 510 NW 24 AVE # 50
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 50. CE10021721** ARTIS, CURTIS & BAILEY, ZACHARY
Address: 510 NW 24 AVE # 51
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 51. CE10021725** WACHOVIA MORTGAGE CORP
Address: 510 NW 24 AVE # 52
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 52. CE10021729** MILLER, ANTHONY J JR &
TERRY-MILLER, KIMBERLA L.
Address: 510 NW 24 AVE # 53
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 53. CE10021734** JP MORGAN CHASE BANK, NA
Address: 510 NW 24 AVE # 54
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 54. CE10021737** NELSON, KIMBERLEY VERNA
Address: 510 NW 24 AVE # 55
Disposition: 35-day extension to 10/21/10. Board approved 5-4.
- 55. CE10021741** SECRETARY OF HOUSING & URBAN DEVELOPMENT
C/O NATIONAL HOME MORTGAGE SOLUTIONS,
LLC
Address: 510 NW 24 AVE # 56
Disposition: 35-day extension to 10/21/10. Board approved 5-4.

56. CE10021744 MURRAY, SHERRI D
Address: 510 NW 24 AVE # 57
Disposition: 35-day extension to 10/21/10. Board
approved 5-4.

57. CE10021747 NELSON, KAREN Z
Address: 510 NW 24 AVE # 58
Disposition: 35-day extension to 10/21/10. Board
approved 5-4.

58. CE10021751 BONELLI, LUIS
Address: 510 NW 24 AVE # 59
Disposition: 35-day extension to 10/21/10. Board
approved 5-4.

59. CE10071360 ESPOSITO ENTERPRISES INC 10
Address: 2908 E SUNRISE BLVD
Disposition: 35-day extension to 10/21/10. Board
approved 9-0.

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

Board members introduced themselves in turn.

All individuals giving testimony before the Board were sworn in.

Approval of meeting minutes

Motion made by Mr. Phillips, seconded by Mr. Larson, to approve the minutes of the Board's July 2010 meeting. In a voice vote, Board unanimously approved.

Motion made by Mr. Phillips, seconded by Ms. Hale, to approve the minutes of the Board's August 2010 meeting. In a voice vote, Board unanimously approved.

1.

[INDEX](#)

Case: CE10071360

ESPOSITO ENTERPRISES INC.

2908 E SUNRISE BLVD

MS. PARIS: Page 59, new business case, CE10071360. The inspector is Burt Ford, the address 2908 East Sunrise Boulevard, the owner is Esposito Enterprise, Inc. We have service by posting on the property 8/27/10 advertising in Daily Business Review 8/27/10 and 9/3/10, certified mail as noted in the agenda.

INSPECTOR FORD: Burt Ford, Building Inspector for the City of Fort Lauderdale presenting case CE10071360 at 2908 East Sunrise Boulevard. We were requested to go out to the property, or I was, on 7/21/2010 as a fire had occurred and we were requested to go there by the Fort Lauderdale Fire Department, and I would like to show the ensuing pictures showing the property as it exists today.

[Inspector Ford displayed photos of the property]

It's a small building, here, it has a cross drive-through and then an even smaller building to the right of this picture. And it's, again, it caught fire, even though the Fire

Department's across the street it burned quite well. It's a wood structure, so it's going to burn very easily is what I'm trying to say. It's quite charred, and this is the beams that are coming across, again, very charred. That's just where we posted it as being hazardous.

A permit has been submitted as of today. Contractor's rep just showed me where Zoning has signed off on it, which I think was probably their biggest obstacle. He actually has them here if you wanted to look at them as well. I guess he'll proceed to turn them back in to the Building Department and then we'll go through the rest of the trade reviews and move on from there. But as of today, it sits as we see it, and the City is asking the Board to find for the City and grant an order to demolish the property in the absence of a demo permit or a building permit to repair by the owner in the next 30 days.

MR. PHILLIPS: Do you have any opposition to give him 90, considering it looks like they're moving ahead?

INSPECTOR FORD: I would ask the Board to take due diligence in the fact that it's been there for two months already. We have, it's only being protected by a movable fence; that may be something that could be addressed. I do have a problem with the fact that this building here that we're looking at is still currently occupied by a business and they are even, against my wishes, still using the ramp that you see to the right going underneath the burnt structure. So we have issues

there that have to be taken care of. And again, I'll leave it to the Board to what decision you come to.

MR. SCHERER: Is the respondent here?

MR. LARSON: Can I ask a, Mr. Chairman?

MR. SCHERER: Afternoon, could you speak -

MR. HARKINS: Hello, I'm Terry Harkins,

MR. HARKINS: I'm here to represent Mr. Esposito.

MR. LARSON: Mr. Chairman?

MR. SCHERER: Hang on. Could you speak into the mic please?

MR. ESPOSITO: My name is Vinnie Esposito, from Esposito Enterprise.

MR. SCHERER: Okay.

MR. HARKINS: The property is -

MR. SCHERER: Hang on one second, we have a question on the Board.

MR. LARSON: I wanted to ask the Building Inspector a question.

INSPECTOR FORD: Yes.

MR. LARSON: On the east side of that where their temporary using their offices over there, if they remove that structure that went over the ingress and egress and tore down the other part, would it be feasible, possibly for them to continue to use that other, that west side of that temporarily until the, they got their permits and stuff like that?

INSPECTOR FORD: Yes, I mean, I think you can ask the contractor who's here, the rep, and he could probably give you a timeframe on how much, how long he thinks this is going to take after the permit's issued. And I don't see a problem with that and I think they just intent to rebuild what was there, but again, I want him to tell you exactly what the -- I haven't had a chance to look at the plans because they've only gone through Zoning as of right now, but I think --

MR. SCHERER: So, they were just submitted?

INSPECTOR FORD: They were submitted today.

MR. SCHERER: For a demo permit.

INSPECTOR FORD: It's actually for an alteration permit, a repair. They're going to repair, they're going to, I assume, remove what's there and replace exactly what was there before. But again, I have not seen the permit, I mean the plans, so he's going to have to attest to that.

MR. SCHERER: Okay.

MR. HARKINS: It's an exact replica of what was there --

MR. SCHERER: Okay, why, can you speak into the mic, please?

MR. LARSON: Thank you.

MR. HARKINS: What we're putting back is the exact replica of what was there before. I've had some difficulty, going through the Zoning with an old variance that was on it and all but the, everything has been cleared up with Zoning-wise and the

plans are pretty well -- I've talked to all the other subs; the only sub we really need, there's no plumbing, there's no A.C. and there's, there's just electric and the structure what's there and we're --

MR. SCHERER: The structure's what's there?

MR. HARKINS: The structural is all that there is for a building permit, and it should be out within a week.

MR. SCHERER: Okay.

MR. HARKINS: And the walk-through is being used very sparingly. We keep telling the owner of the business there to use the other side, but occasionally he goes in underneath the walk-through, but it's very seldom that he's there.

MR. SCHERER: Okay, any --

MR. PHILLIPS: Is it possible Mr. --

MR. SCHERER: -- is there any -- go ahead.

MR. PHILLIPS: What's your last name Vinnie?

MR. ESPOSITO: Esposito.

MR. PHILLIPS: Mr. Esposito or Mr. Hark, is it possible that there can be a gate or like a temporary construction fence across, under that drive-under on Sunrise Boulevard so members of the public -- do they come in and rent those mopeds? Is that what it is?

MR. ESPOSITO: No.

MR. HARKINS: Not at that -

MR. ESPOSITO: No, no, they move a different building.

MR. SCHERER: Can you speak into the mic? Speak into the mic.

MR. PHILLIPS: You have to speak into the mic Mr. Esposito.

MR. ESPOSITO: No, he does, the guy for the moped, he move a different building.

MR. PHILLIPS: Are there any members of the public that walk under this burned out building?

MR. ESPOSITO: Nobody walk under [inaudible] they just, they going for the back door. There, nobody's --

MR. PHILLIPS: Would you be willing to put some fence across?

MR. ESPOSITO: We can put a fence.

MR. HARKINS: There is fence there.

MR. SCHERER: Yes, but the, our inspector said that it's not --

MR. HARKINS: It's a [inaudible] fence, we will tie it together where nobody can squeeze between it.

MR. ESPOSITO: Yes.

MR. HARKINS: But there are, it's the temporary sections that we put that up the first day of the fire.

MR. SCHERER: So you're trying to renovate this back to what it was.

MR. HARKINS: Yes.

MR. SCHERER: Any other questions from the Board?

MR. HOLLAND: Yes.

MR. SCHERER: Joe?

MR. HOLLAND: How did you resolve the zoning issues, you said --

MR. HARKINS: Yes.

MR. HOLLAND: How did you get those behind you materially?

MR. HARKINS: The, mainly, because we have a variance on the property that was put in there in 1956 when they built it for the use, and it says it can be built back the same way it was or that use can continue.

MR. HOLLAND: And you've gotten an opinion from the City building officials or Zoning?

MR. HARKINS: The Zoning, I've got a Zoning signoff on the plans already.

MR. HOLLAND: Okay, thank you. How about the wind hazard here in peak hurricane season? What if we get a storm, are you going to be a threat with these dangling materials to your neighbors?

MR. HARKINS: If that would happen, it would come down immediately, but the, we have a dumpster in there, just brought a dumpster in, and everything on the ground has been cleaned up completely. The whole side is cleaned up now except for we're ready to start locking it down and hopefully we'll get the permit out within the next two or three days.

MR. HOLLAND: Okay. I think that would be our biggest concern. Thank you Mr. Chair.

MR. PHILLIPS: I'd like to move would grant them a 90-day extension of time.

MR. LARSON: Second.

MR. SCHERER: Any discussion?

MR. BARRANCO: Yes, do we have to restate that motion since it's a first hearing for this case?

MR. SCHERER: That you find that the violations exist? Yes, you do have to restate that motion.

MR. PHILLIPS: Well, can't we, couldn't we also just ask that this case be continued for 90 days?

MR. HOLLAND: No, we have --

MS. PARIS: Let me stop you for a second, we don't have a 90 day, if you'll --

MR. SCHERER: Okay.

MR. PHILLIPS: Oh, whatever the closest --

MR. HOLLAND: And we have to find that the --

MR. SCHERER: Ginger, Ginger, go ahead, why don't you --

MS. WALD: Ginger Wald, Assistant City Attorney, you have a couple options based upon what you're trying to do. First option is you can, since the evidence has been presented to you and hasn't been refuted by the respondent as to the Florida Building Code violations, you can find that they do exist or not find they exist and make that determination, then give a period of time to come into compliance. That's number one.

Paragraph number two, you don't have to find that the

violations exist and you can request that it be continued to another day.

MR. SCHERER: Okay.

MR. PHILLIPS: That's what I was asking. If I could restate my motion, that we neither find the violations exist or don't exist, but we continue this for 90 days.

MR. SCHERER: That wasn't an option.

MR. HOLLAND: Not an option.

MR. SCHERER: That was not an option. That was the only option she didn't say. They do or they don't.

MS. HALE: They don't.

MR. LARSON: They don't.

MR. HOLLAND: Yes, I --

MR. SCHERER: So --

MR. PHILLIPS: Oh, okay, 60 days, can I restate that to 60 days --

MR. SCHERER: No, it's not the days that was the problem.

MR. PHILLIPS: 63 days.

MR. SCHERER: No, the days isn't the problem.

MR. WEYMOUTH: Well, it was, but --

MS. HALE: The date.

MR. SCHERER: It's, they either find that they exist or that they don't exist.

MS. WALD: Yes.

MR. SCHERER: And then you --

MS. WALD: Your - Ginger Wald --

MR. PHILLIPS: Well, she said it could find that it not make any finding and just continue the next hearing.

MS. WALD: If there's reason. Ginger Wald, Assistant City Attorney. Again, you, as we've stated many times before, you have three options: to sustain, to not sustain or to modify. And those are your three options. And technically, those are the terms.

What you can do is you can find the violations exist, they don't exist, or some exist, some don't exist. And they either to sustain the finding that there needs to be a demolition, not sustain the finding that needs to be a demolition or to do a modification.

Now, most of the time what you folks do is you find that certain violations exist, if not all of them, and after that determination you usually, on the modification, give a period of time for the owner to come into compliance, which would be to comply the Florida Building Code violations. You state them as extensions, but basically that's what you're doing. So those are your options.

MR. SCHERER: Okay.

MS. WALD: For options for a continuance, normally as the policy of the Board, for a continuance of a case it has to be some type of reason for a continuance. I don't think anyone has actually made the request for a continuance.

MR. SCHERER: {inaudible}

MS. WALD: The evidence has already been presented in front of you, I don't hear these gentlemen asking for any type of continuance for any type of reason as to why the case can't move forward as to the findings. Thank you.

MR. SCHERER: Okay. Thank you.

MR. PHILLIPS: Well, if I can just explain, the reason I suggested a continuance is because he got his Zoning approval today, he thinks he's going to be, there's going to be remediation permits in two or three days, and I thought that if he would have been able to come back with the approvals by the City, that's a factor we'd want to know.

MR. SCHERER: Okay. The violations obviously do exist though.

MR. HARKINS: Correct.

MR. SCHERER: So they need to be fixed, and not, and to say that they don't exist is not correct either. So, you know, I think that the motion should be need to find the violations do exist and they need to fix it within 30 days or be back here in 30 days and be given an extension for 30 days.

MR. JARRETT: Can I make a comment?

MR. SCHERER: Thornie? Yes.

MR. JARRETT: Also, they're through the process and the gentleman's only asking for 30 days. Why are we giving him 90 days?

MR. WEYMOUTH: I agree.

MR. JARRETT: I think it ought to be 30 days, and it's obvious that there is, exactly as our Chair just stated, that the violations do exist.

MR. PHILLIPS: I'll withdraw my motion.

MR. SCHERER: Is there another motion, somebody would like to make?

MR. JARRETT: Can I make a motion?

MR. SCHERER: Yes, please.

MS. HALE: Thornie, make yours.

MR. JARRETT: Okay, but I wasn't prepared, so I don't have the little [inaudible]

MR. HOLLAND: I'll do it, jeez. I move that we find the violations exist as alleged --

MR. SCHERER: Thank you Joe.

MR. HOLLAND: -- and that we grant the respondent 30 days to bring the property into compliance by their chosen method of permitting.

MR. JARRETT: And I'll second.

MR. PHILLIPS: I think that's 35 days.

MR. HOLLAND: Whatever, 35.

MR. SCHERER: Amend the motion to 35 days. Is there a second on the motion?

MR. JARRETT: And I'll second.

MR. SCHERER: Any discussion on the motion? None, all

those in favor say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All those opposed? Motion passes, see you in 30 days, thank you.

MR. HARKINS: Thank you.

2.

[INDEX](#)

New River Condominium

451 NW 23 Avenue

471 NW 23 Avenue

480 NW 24 Avenue

500 NW 24 Avenue

510 NW 24 Avenue

MS. PARIS: We will start with old business cases on page one. And as the last couple of months I will simply be reading in the case number and the address and the owner's name. We'll begin with page one, Case CE10021620, 451 Northwest 23 Avenue #1, Federal National Mortgage Association; page two CE10021621, 451 Northwest 23 Avenue #02, Jonathan M. Meister and Laura Meister, page three, Case CE10021622, 451 Northwest 23 Avenue #3, Tami A. Phillips, page four, CE10021624, 451 Northwest 23 Avenue #4, Kamilah Jones, page five, CE10021625, 451 Northwest 23 Avenue #5, Annette Garcia Costa and Rica Acosta, page six, CE10021626, 451 Northwest 23 Avenue #6, Ewa Sznuk and Robert Sznuk, page seven, CE10021627, 451 Northwest 23 Avenue #7, Victorino Alonso

and Lydia Alonso, page eight, CE10021628, 451 Northwest 23 Avenue #8, Federal National Mortgage Association, page nine, CE10021636, 471 Northwest 23 Avenue #9, Angel Moreno, page 10, CE10021629, 471 Northwest 23 Avenue #10, Dream Maker Investments LLC, page 11, CE10021630, 471 Northwest 23 Avenue #11, Wachovia Mortgage Corporation, page 12, CE10021631, 471 Northwest 23 Avenue #12, Sapp Family Land Trust, Abraham and Sweeny PA Trustee, page 13, CE10021632, 471 Northwest 23 Avenue #14, Equity Gateway LLC, page 14, CE10021633, 471 Northwest 23 Avenue #15, Federal National Mortgage Association C/O Fannie Mae, page 15, CE10021634, 471 Northwest 23 Avenue #16, Countrywide Home Loan Servicing LP, page 16, CE10021635, 471 Northwest 23 Avenue #17, Gabriela Hall, page 17, CE10021637, 480 Northwest 24 Avenue #18, Ludethia Scherine Bender, page 18, CE10021638, 480 Northwest 24 Avenue #19, Kwan Drake, page 19, CE10021639, 480 Northwest 24 Avenue #20, Ronald Thompson, page 20, CE10021641, 480 Northwest 24 Avenue #21, Christine A George Wray, page 21, CE10021642, 480 Northwest 24 Avenue #22, Tamara and Jorge Garcia, page 22, CE10021645, 480 Northwest 24 Avenue #23, Theresa Ann Brown, page 23, CE10021647, 480 Northwest 24 Avenue #24, Yolanda D. Peavy, page 24, CE10021649, 480 Northwest 24 Avenue #25, Deutsche Bank National Trust Company as Trustee, C/O Florida Default Law Group PL, page 25, CE10021652, 500 Northwest 24 Avenue #26, Money-Line Mortgage LLC, page 26, CE10021655, 500 Northwest 24 Avenue #27, Luis Beltran Ortiz, page 27, CE10021659, 500 Northwest 24 Avenue #28,

Marc and Rochelle Houston, page 28, CE10021662, 500 Northwest 24 Avenue #29, Secretary of Housing and Urban Development C/O National Home Management Solutions LLC, page 29, case CE10021664, 500 Northwest 24 Avenue #30, Orlando Marrero, page 30, CE10021666, 500 Northwest 24 Avenue #31, Jean Yves Gregoire & Carmencita Narcisse, page 31, case CE10021667, 500 Northwest 24 Avenue #32, Luis Colpas Ceballos, page 32, case CE10021668, 500 Northwest 24 Avenue #33, Ashley Jade Vasquez, page 33, CE10021669, 510 Northwest 24 Avenue #34, Estate of Cathye Lynn Copeland, page 34, CE10021672, 510 Northwest 24 Avenue #35, Maria D. Suarez Acosta, page 35, CE10021674, 510 Northwest 24 Avenue #36, Marline Simeon, page 36, CE10021677, 510 Northwest 24 Avenue #37, Sandra Dias Johnson and Barron William Johnson, page 37, CE10021678, 510 Northwest 24 Avenue #38, Germain and Astride Lubin, page 38, CE10021680, 510 Northwest 24 Avenue #39, Manuel Soto, page 39, CE10021683, 510 Northwest 24 Avenue #40, Murial Deloise Redding, page 40, CE10021685, 510 Northwest 24 Avenue #41, Carolyn F. McMillan, page 41, CE10021687, 510 Northwest 24 Avenue #42, Tanya Ayesha Groves and Gevonne Antoinette Lawrence, page 42, CE10021692, 510 Northwest 24 Avenue #43, Jose Antonio and Ileen Perez, page 43, CE10021696, 510 Northwest 24 Avenue #44, Diana Green, page 44, CE10021699, 510 Northwest 24 Avenue #45, Reisy Yero, page 45, CE10021702, 510 Northwest 24 Avenue #46, Clifton Reed, page 46, CE10021707, 510 Northwest 24 Avenue #47, Nora M. Valeriano, page 47, CE10021711, 510 Northwest 24

Avenue #48, GMAC Mortgage LLC, C/O Fidelity /GMAC Mortgage Corp., page 48, CE10021714, 510 Northwest 24 Avenue #49, Samuel Augustus Small, page 49, CE10021718, 510 Northwest 24 Avenue #50, Kim D. Jolly, page 50, CE10021721, 510 Northwest 24 Avenue #51, Curtis Artis and Zachary Bailey, page 51, CE10021725, 510 Northwest 24 Avenue #52, Wachovia Mortgage Corporation, page 52, CE10021729, 510 Northwest 24 Avenue #53, Anthony Joel Miller Jr. and Kimberly L. Terry-Miller, page 53, CE10021734, 510 Northwest 24 Avenue #54, JP Morgan Chase Bank, page 54, CE10021737, 510 Northwest 24 Avenue #55, Kimberley Verna Nelson, page 55, CE10021741, 510 Northwest 24 Avenue #56, Secretary of Housing and Urban Development C/O National Home Mortgage Solutions LLC, page 56, CE10021744, 510 Northwest 24 Avenue #57, Sherri D. Murray, page 57, CE10021747, 510 Northwest 24 Avenue #58, Karen Z. Nelson, page 58, CE10021751, 510 Northwest 24 Avenue #59, Luis Bonelli.

Violations and extensions - correction - violations and certified mail as noted in the agenda.

This case was first heard at the 6/17/10 USB hearing. At that time the Board granted a 28-day extension to the 7/15/10 USB hearing. At the 7/15/10 USB hearing the Board granted a 63-day extension to the 9/16/10 USB hearing.

MR. SCHERER: Thank you.

MS. PARIS: You're welcome.

MR. SCHERER: Wow. Court reported must be pretty good at, I mean, keep up with that one.

MR. CROGNALE: You should be an auctioneer Dee.

MR. WEYMOUTH: I think she missed one.

MR. SCHERER: All right, so, any disclosures that we need
to --

MR. LARSON: I had someone talk, give me a call. I'm sorry
I didn't write their name down, but they gave me their
information from the association and told me the, what their
problem was and I listened and when we got all done, I finished
my lunch.

MR. SCHERER: Okay.

MR. HOLLAND: Mr. Chair, I also received a call from the
president of the local homeowners association regarding civic
matters related to this issue. That was the extent of the
conversation.

MR. BARRANCO: John.

MR. SCHERER: Okay.

MR. BARRANCO: I was contacted by Bernadette Norris-Weeks
today, she's with the River Gardens Homeowners Association, and
she explained to me some of the problems that were going on out
there and asked that we take action to demolish the structure,
so.

MR. SCHERER: Okay.

MR. CROGNALE: I also was contacted last week by Bernadette
Norris-Weeks with the same issues that Mr. Barranco has talked
about and said we would discuss that at our meeting on the 16th.

MR. SCHERER: That it?

MR. JARRETT: No.

MR. SCHERER: Okay.

MR. JARRETT: I too was contacted by a representative of that same homeowners association regarding this case. And regarding the neighborhood around it.

MR. PHILLIPS: I spoke to Mrs. Weeks, she called, left a message. I wasn't aware who it was and I called her back and I listened and she explained her position and I said that something she should discuss in front of the full Board.

MR. SCHERER: Okay.

MR. WEYMOUTH: For the record, I was not contacted, so.

MR. SCHERER: Neither was I; I feel left out here.

MR. JARRETT: You all feel left out?

MS. HALE: I was contacted by Lucy somebody or other, and she is a member of the homeowner association and I told her I would not speak with her and I didn't. And I did suggest however, and she said they had already printed out this [Ms. Hale referred to a petition] so that we could all hear and see the same information. And I resented the fact that I was called at home while I was going to work and she was at work.

MR. SCHERER: Okay, now what? Who's next? I guess we start to do --

MS. WALD: The only other thing -- Ginger Wald, Assistant City Attorney -- that needs to be made part of the record which

was received by Clerk of the Code Enforcement Board, who also does the clerk's duties for this Board. A petition regarding the New River Condominium that we will put into evidence that each one of the Board members, my understanding, also received a copy. Thank you.

MR. SCHERER: Okay.

MR. WEYMOUTH: How much weight do we give a document like this? I mean --

MS. WALD: It's just --

MR. WEYMOUTH: -- is there a way to verify that these are all legitimate signatures? Because I looked through here and I see some signatures that the handwriting looks pretty darned close three or four times in a row and so, is there any weight to be given this?

MS. WALD: Ginger Wald, Assistant City Attorney, number one, it just needs to be made part of the record itself, because that it has been received by each one of you, and it is an *ex parte* communication. Two, as to the weight you want to give it, since it is an *ex parte* communication that is your decision whether you want to give it any weight or no weight at all.

As to the legitimacy, I cannot legitimize whether that is proper signatures of everybody in the neighborhood or not. It's just something that you received that's *ex parte* communication.

MR. WEYMOUTH: Thank you.

MS. WALD: You're welcome.

MR. SCHERER: I think the last time we did this one area at a time or --

MS. WALD: We did building. Did we do it by building?

MR. SCHERER: We did it by owners, we did groups.

MR. WEYMOUTH: We did it by building.

MS. PARIS: We did it two different ways, one by building and one by banks.

MR. HOLLAND: Yes, banks --

MR. SCHERER: By the banks and --

MS. WALD: One time we did it by building, one time we did it by banks. Again, it's up to the Board. There's no rhyme or reason as to the best way to do it; you can do it individually and go down the lists.

MR. SCHERER: Okay.

MR. WEYMOUTH: Today we're going to do it by floor.

MS. WALD: You're going to do by floor? Good luck on figuring that one out.

MR. JARRETT: Can I ask --

MS. WALD: You want to start with the City first and find out where we are?

MR. SCHERER: Yes, why don't we find out the City how it's going and what's happening out there.

MS. WALD: That's a great idea. Thank you.

MR. JARRETT: Can I ask the Chair?

MR. SCHERER: Sure.

MR. JARRETT: Can I ask the City Attorney a general question regarding this case at this time?

MR. SCHERER: Sure.

MR. JARRETT: And this is not prompted by the fact that we have a reporter here other than our own. If we were, if this Board was to rule demolition for this property, it's a set of more than one building, and there's 58 different people and different banks or whatever, included, is there a possibility that maybe a couple of the buildings, one or two of the buildings could be held up in some kind of legal technicality and we end up demolition or demolishing three buildings and not all of them or something like that? Is there a possibility of something like that happening?

MS. WALD: Well, first of all, is there a possibility, it depends what this Board decides. Let's say for instance you decide to hear these cases, as you did before in the past on a building by building basis and in, you've already decided a while back that you found that the violations did exist.

Now, if you find that the building should be demolished and you order that, then that would be your order. If you determine for some reason, and again, we would have to, you would have to hear the evidence from the respondents and also from the City, whether a building for some reason has started repairs or has put in permits. Then you may not want to order demolition on that one building. That is a potential possibility and I think

that's what you're asking. If it's not what you're asking, then I'm not really sure how to answer.

MR. JARRETT: Right. No, no. That's what I meant.

MS. WALD: Okay.

MR. JARRETT: It's like, what happens. And also I'm also thinking, because I know we've had cases before the Board that we had to delay action because they were in the middle of certain windows and the legal process of foreclosure. And I just wondered if any of these units would like, fall into that and create an impasse on demolishing the building.

MS. WALD: Again, the foreclosure process itself is separate and apart from your determination and what you take into consideration here today and what you've heard in the past. You've had issues in the past dealing with foreclosure, but that's only based upon the respondents' asking for that leniency. It really has absolutely nothing to do with the decision that you make here today.

MR. CROGNALE: I think our, the Board's position is strictly on the unsafe structure of the premises.

MS. WALD: That is correct. That is correct.

MS. HALE: Ginger?

MS. WALD: Yes ma'am?

MS. HALE: Have any more of these units fallen victim to the bank?

MS. WALD: I believe that has occurred.

MS. HALE: That you know.

MS. WALD: I believe the transfer, I believe the transfer of title has occurred on some additional ones. I know that we have done update title searches each time that these properties are getting ready to come back in front of you for hearings, and I do know that some have changed hands through a certificate of title. I can't tell you exactly off the top of my head.

MS. HALE: That's okay.

MS. WALD: Brian's lifting two fingers as to two, two for me. Which ones are they? And 451 Northwest 23rd Avenue #2, US Bank National Association recorded a certificate of title on 8/24/2010. And Brian's going to get me the other one. And this is Brian McKelligett, for the record.

This might have occurred before you and I had occurred before you, but I'm just going to read them into the record. Recorded on June 19, 2010 on 500 Northwest 24th Avenue #30, certificate of title was awarded to Federal National Mortgage Association and at 500 Northwest 24th Avenue, #31, certificate of title on 6/8/2010 to BAC Home Loans, Bank of America.

MR. SCHERER: Okay.

MR. MCKELLIGETT: Hold on.

MS. WALD: You told me there was two.

MR. MCKELLIGETT: Hold on, you may have lied.

MS. WALD: You lie. One more, so there's four. And 510 Northwest 24th Avenue #58 certificate of title was awarded, or at

least recorded on July the 20, 2010 to Bank of America, BAC Home Loans Servicing LP, otherwise known as Countrywide Home Loans. So I hope that answers your question.

MS. HALE: Okay.

MS. WALD: Any other questions?

MR. CROGNALE: Yes, one more. Is the Board to only undertake, whether it's in totality that all the units are in disrepair or is the staff going to present which is okay and which are not?

MS. WALD: Yes, the staff itself will give you the information as to, what if anything has changed from the time that you had seen it before and if you need any evidence that had been in front of you before in regards to the condition of the buildings at that time when you made your findings of fact then that can be provided to you. So it's an update as to that.

MR. CROGNALE: Thank you. Thank you.

MR. SCHERER: Okay.

MS. WALD: Anything else? Thank you, I'll let the City [inaudible]

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale. Inspected the site this week and from a building, stand, point of view, it exists today as when we first presented the case; nothing in that respect has changed. I can't answer anything about banks and things like that, but as far as the structure and the condition of the property, it is as

when we first presented the case.

MR. SCHERER: Are the shutters still on?

INSPECTOR FORD: The day we inspected it was a couple of days ago. One of the buildings in the back had been compromised on the second floor. One of the door units had been taken off. We that day called VPS, and I do believe today they are securing it back to the building. All four other buildings have not been gotten into.

MR. SCHERER: So the issue of renting the panels, I guess that's not an issue.

MR. WEYMOUTH: Yes, at the first meeting, there was some discussion that they were going to come and collect the panels because their contract was about to expire.

INSPECTOR FORD: And again, I'm going to let the managers answer to that. I'm not really privy to all of that information. I can answer structural questions, and I'm going to leave it to the others that are here to answer those questions.

MR. WEYMOUTH: But the shutters in place.

MR. SCHERER: They're still up.

INSPECTOR FORD: Absolutely. Absolutely.

MR. SCHERER: Okay.

MR. WEYMOUTH: That's all he wanted to know.

MR. CROGNALE: Mr. Chair?

MR. SCHERER: Yes.

MR. CROGNALE: Mr. Ford?

INSPECTOR FORD: Yes?

MR. CROGNALE: I'd like to ask a question, do you, in your estimation as a structural inspector, think that any of the buildings are salvageable or are they all in the same state of disrepair, which would make it non-salvageable?

INSPECTOR FORD: I don't think that they're unsalvageable by any stretch. I think any building can be salvaged from a building standpoint. I mean, it could be much worse than this one is, from a building standpoint. Economically, I don't know. But absolutely they can, new windows can be installed, the place can be cleaned up, the electrical system can be repaired, plumbing system can be repaired, the cabinets can, all the fixtures can be put back in, and it certainly can be brought up to code. No doubt.

MR. WEYMOUTH: Okay.

MR. SCHERER: Okay. All right. I think we heard this last time by each bank representing. We started to do it by building but then a lot of the banks represent more than person in the building, is that correct? And I guess the bank's attorney is back there? So I guess the easiest way to do this again was the same way we did it last time was to bring up each bank one at a time and I guess explain anything that's changed since the last time, any updates. So I guess anybody that is representing more than one individual owner or homeowner and then we'll definitely

come and hear from the individual owners, the unit owners as well.

MR. BARRANCO: Mr. Chair?

MR. SCHERER: Yes?

MR. BARRANCO: You mind if I ask one more question?

MR. SCHERER: Sure, go ahead John.

MR. BARRANCO: Somebody, well, Burt actually mentioned VPS and the City Manager's office handling that. Is the City of Fort Lauderdale still footing that bill or did somebody else agree to pay for that?

MS. HERNANDEZ: Hello.

MR. PHILLIPS: Hello.

MS. HERNANDEZ: Debora Hernandez, City of Fort Lauderdale Code Enforcement. Currently, the contract for VPS for the coverings is still in the City's name. We are still paying the monthly cost. I believe September 25 will be, it's going on a monthly basis and I think September 25 will be the deadline again. But we are still covering the cost; to date that has not been taken over. I've heard some different information today, just when I walked in this door, but I'll let the banks present that information to you.

MR. SCHERER: I thought, I remember 90 days ago they said that they were going to, the banks were going to start taking it over.

MR. BARRANCO: Correct.

MR. HOLLAND: Taking the onus, yes.

MR. SCHERER: Within a week.

MR. BARRANCO: And that didn't happen.

MR. SCHERER: And then they were going to split it up.

MS. HERNANDEZ: No, to date, it's still in the City's name. We don't have an intention of taking the boards down because of safety reasons.

MR. SCHERER: Right.

MS. HERNANDEZ: But it is currently still in the City's name. If it stays in the City's name, we are going to have to go to Commission and ask for more funds.

MR. SCHERER: Okay. Why don't we hear from one of the banks. If you'd like to come up and --

Mr. Commissioner, if I may approach

MR. SCHERER: Sure, come on.

MR. HEKKANEN: Justin Hekkanen, on behalf of Bank of America. We hold interest in approximately 37 units so I figured it would make sense for us to begin since we have the majority. I'm authorized to come here to tell you today that Bank of America is authorized to pay its *pro rata* share to cover the metal shutters that I understand keep these buildings safe and secure. And we would appreciate having the opportunity to do that so we could work out other options with investors, whether it be donation to purchase, but to look at it further, while it remains safe.

As the previous gentlemen testified we believe that this project is salvageable, and we would like to look into those options to pursue that. But as of today, we, I'm authorized to pay Bank of America's *pro rata* share for those 37 units which would be 64%, to allow those shutters to stay up and to keep that property safe.

MR. PHILLIPS: That be *nunc pro tunc*?

MR. HEKKANEN: I don't speak Latin.

MR. WEYMOUTH: Can you explain that to the rest of us too?

MR. PHILLIPS: It means can you go back to the first time they said they'd pay us, so you'd pay us the last three months. Be about of 64% of 24,000.

MR. HEKKANEN: Mr. Commissioner, I was not here at the last meeting, but if --

MR. PHILLIPS: I'm just a Board member.

MR. HEKKANEN: I apologize, I'm used to saying Your Honor. So, or, if you prefer your honor I'd be happy to do so.

MR. WEYMOUTH: He'll take that.

MR. SCHERER: He'd like that.

MR. HEKKANEN: But if Bank of America did agree at a hearing to commit to make those payments we would definitely take that back to our client and to make sure to discuss that with them.

MR. PHILLIPS: If we recess it now do you think that you can go get, give a call and say, look I don't know what's going

on but, go out and make a quick call, we'll hear from the other folks and then maybe you'll have an answer by the end of the meeting and that might be a significant factor.

MR. HEKKANEN: Is it the 27,000 payment, did I hear you correctly, the past-due piece?

MR. PHILLIPS: I think it was four months.

MR. SCHERER: We don't know, maybe you can, you can check with the City to make sure how much it is. But we heard this, the reason you're being asked this is because this is what we were told the last time when we gave a 90-day extension.

MR. BARRANCO: Could we hear from Debora on that amount, because I don't recall.

MR. SCHERER: Sure. Debora?

MS. HERNANDEZ: Debora Hernandez again, City of Fort Lauderdale. As of September 25, the City will have incurred the cost for a period of six months at \$6,471 a month. In addition, we also paid an installation fee when the boards first went on of \$4,120. So at the end of September, if my math is right -- I'm not a mathematician -- that will be \$42,946 that the City will have paid.

In addition to that, part of the contract is also a removal fee of the same amount as the installation of 4,120 that has not been paid. I don't know who will eventually be responsible for that, but in addition to the monthly 6,471, somebody is going to be in debt to them for the removal cost of 4,120 as well.

MR. SCHERER: Okay.

MR. PHILLIPS: Well, the City would have had to pay the 4,100 to go on and go off anyway. So, I mean --

MS. HERNANDEZ: Yes, and then we committed to that in the initial contract, which was initially only for a three month period, but now we're at a six-month period.

MR. PHILLIPS: Well, I'm saying, if Bank of America, at least for the three or four months involved, is willing, I mean, it's a significant reimbursement to the City, so.

MR. SCHERER: Okay.

MS. HERNANDEZ: We'll take it.

MR. SCHERER: So that's, those are the amounts.

MS. HERNANDEZ: Those are the amounts. Any more questions?

MR. SCHERER: Okay, thank you.

MR. WEYMOUTH: Thank you.

MR. HEKKANEN: If I can address that.

MR. SCHERER: Sure.

MR. HEKKANEN: I've only seen an invoice for the past due metal shutters for approximately 27,000, and we've discussed that with our client, and as far as the *pro rata* share, Bank of America is interested in paying its amount, the 64%, it only owns 64, or it only holds interest on 64% of the project so --

MR. PHILLIPS: Of the 27,000.

MR. HEKKANEN: Correct.

MR. PHILLIPS: Okay.

MR. SCHERER: And continuing to pay ongoing, not just --

MR. HEKKANEN: The *pro rata* share.

MR. SCHERER: The pro -- your -- yes.

MR. HEKKANEN: The *pro rata* share.

MR. SCHERER: Okay.

MR. WEYMOUTH: Counselor, can I ask you a question? Do you guys own in totality any one building in its entirety? I don't know -- what is this, probably what, eight units in a building something like that -- are there any buildings that you guys own outright the entire building?

MR. HEKKANEN: I don't believe so, we, as far as ownership we only have about 10 properties' certificate of title, the rest are through various stages of foreclosure, whether it be summary final judgments or --

MR. WEYMOUTH: If you act on your foreclosures, if you get them back will you own any entire buildings? The reason I'm asking this is that you guys are expressing interest in trying to salvage the building.

MR. HEKKANEN: Correct.

MR. WEYMOUTH: If you guys own a building in its entirety, then we can certainly consider that. It's like Bugs Bunny having that hole right in the middle of Central Park. I mean, you know, we're not going to tear down seven of the eight apartments and there may be some bartering that you can do with other people.

But if there's a way to salvage a building, obviously you guys have quite a bit of interest in this and we'd like to at least hear or consider it. But if you only own a couple of units in one building and a couple of units in another, it kind of becomes a moot point to save two or three units in a specific building.

MR. HEKKANEN: Understood. And I'll be honest, off the top of my head I don't know if we own every single unit in one building but we could definitely check on that right now and confirm that for you. If that would be helpful to you for your decision making.

MR. WEYMOUTH: I think it helps in moving along and trying to protect everybody's interest. If you own seven out of eight there may be a bank in here that wants to barter out a unit somewhere so that you guys can keep a whole building, you know?

MR. SCHERER: Okay.

MR. JARRETT: Mr. Chair?

MR. SCHERER: Yes? Thornie go ahead.

MR. JARRETT: I have a question next. If, are you through?

MR. WEYMOUTH: I'm done, thank you.

MR. JARRETT: The Board has already heard evidence regarding this case, stating that the apartments are rather small and that the rooms are rather small and that they wouldn't be sized right for high-end remodels or refurbishes. This Board has also had many cases before it over the years where, like

your client looking for an investor to buy a piece of property and the surrounding neighborhood suffers because this building just sits there boarded up and causes problems for the neighborhood.

Would the bank be interested in demolition of the property and just holding it for investors then as an empty piece of property? Is that not something that the bank would be interested in doing?

MR. HEKKANEN: The bank would be interested in considering all options. Our understanding is there is a bulk purchase investor here today that is willing to partner with Bank of America to help with those shuttering costs and prefers the units to not be demolished. Mr. Bruce Drum, and if, and I'm sure he'd be happy to weigh in on those issues.

Our view is, once the buildings are demolished, there's no going back. So if the building is salvageable as testimony we heard earlier, we'd like to explore those options fully before allowing demolition, which at that point there's no turning back.

MR. SCHERER: I think the Board agrees with you. I don't think they want to tear down a perfectly good building, but how long is this going to go on and the neighborhood around is deteriorating because of this, and the City keeps funding the bill for the shutters every month and three months ago we were told that they were not going to do that and they were coming to

get the shutters and the banks were going to take over the billing. Well, that hasn't happened in 90 days, so. Go ahead.

MR. HOLLAND: Yes, Mr. Chair. I'd like to, Justin, you were just assigned recently to this, but at the other hearings we made it very clear about the banks independently getting together with help they needed from staff to come up with an arrangement, but it sounds like that didn't take place.

To your knowledge, was there any discussions prior to this hearing or this date with the other banks on coming together on a salvage arrangement and securing the property and taking over the expense?

MR. HEKKANEN: Certainly, there's been numerous discussions our office has had. We have a group of attorneys right over here and another attorney over here that we've been in discussions with. Now, I can't speak to what their authority is but certainly we've discussed it and we've discussed our *pro rata* share. We've also discussed the cost of keeping the property secure with the metal shutters with Mr. Drum, who's interested in buying the project as it is now. Again, I'll let him speak to exactly what he's interested in buying. But he's interested in partnering with Bank of America to share that cost going forward.

MR. HOLLAND: Oh, because he may be a *de facto* spokesman for the group if there is such a thing.

MR. HEKKANEN: I don't want to speak for Mr. Drum.

MR. HOLLAND: We'll here [inaudible]

MR. SCHERER: [inaudible]

MR. WEYMOUTH: So have you as attorneys collectively gotten together and tried to figure out an exit strategy to this or are you just asking for more time? You're indicating that you're talking to some other attorneys. Do you guys have a resolution to this? Are you all on the same page? And again, I'm sure you don't want to speak for everybody, but there's got to be a pulse of the group.

MR. HEKKANEN: You're correct, we can't speak for everyone. Since we're majority interest holder, we feel like that the other banks are following our lead since at most other banks only own about or hold interest in about three properties. So really, we kind of lead the charge of, if we're going to sell it as a bulk purchase or donate it, it would make sense at the very least on a building basis, as you brought up, but possibly -- our view is, on a development-wide basis it would have the most value at this point, to try to put the interest together.

Do we have a plan here today of, here's every step we are going to do to refurbish this project or remodel it? I can't represent to you today that we have it to that extent, but we do have a plan in place to cover the cost of the metal shutters at least, so that's not a burden on the City anymore. So if we had a brief amount of additional time to put together that master plan of what are we going to do with this project going forward

for years, I think we can do that.

MR. SCHERER: Joe?

MR. CROGNALE: Mr. Chair, the question I have is, all the rhetoric we've had in the last few months concerning this issue. Has anybody put forth a memorandum of understanding in writing so you can present it to the Board so that we actually have something we can sink our teeth in? Because all we seem to do is we go in a big circle around here right now. But if there's some positive, something positive that you and your potential investors or etcetera or whoever can present to the Board. We have something to put our teeth in. Right now I feel like I'm, I'm a little mouse in a wheel.

MR. SCHERER: I really agree and I'm going to add one point to that, is that something I think that would also help is a very good point is that what percentage of the units do banks own? Do you guys own 99% of all the units, do you own 80%? Do you own, I mean, all combined banks or foreclosed or in the foreclosure process. How many, I mean, is it 100% of the units? I think there's two or, I know there's two or three of them that --

MR. HEKKANEN: My --

MR. JARRETT: Fifty-eight.

MR. PHILLIPS: It's fifty-eight.

MS. HALE: No, no. Well we know that there are four that are still paying their mortgage. So, out of 68 units, then

you're already down to 64 units.

MR. WEYMOUTH: And I'm sure their intention is not to have their building demolished, and that's why they're making the mortgage payments. I think [inaudible]

MS. HALE: And then, I'm positive, because we've heard from the one gentleman who attends every meeting.

MR. SCHERER: I remember that.

MS. HALE: So we know that there are still a few and they're trickling in. That's why I asked Ginger, if we had any more.

MR. SCHERER: Right, so what would help is if you could tell us how many the bank owns.

MR. CROGNALE: Hard data, we're looking for a little hard data.

MR. SCHERER: And what is your proposal -- that's a very good point -- what are you proposing to do as a group or you as the majority investor in this, have the most at stake. What are you going to do, what do you want to do?

MR. HEKKANEN: We would prefer, and I have to say that I don't have authority to agree with a deal with a bulk purchaser today.

MR. SCHERER: Right.

MR. HEKKANEN: But what we would like to do is keep the units intact, keep them safe and work out a deal with a bulk purchase investor, so we can push, put that to someone that can

actually revitalize this project. What that exact plan would be to do that I don't, I'm not an investor, I can't speak to that, but we do have an investor here that is interested. But it --

MR. SCHERER: And have you spoken to this investor, other than sitting here, in here? Is this the first time you met him?

MR. HEKKANEN: No, no.

MR. SCHERER: Oh, okay.

MR. HEKKANEN: We've been in dialogue for the past few weeks discussing these options to get the interest moving. Our first goal --

MR. SCHERER: Has he given a proposal to the bank to buy the properties?

MR. HEKKANEN: We're putting it together right now.

MR. SCHERER: Is there a letter of intent, is there a letter of intent?

MR. HEKKANEN: There is not a specific letter of intent, no. We view this as two separate issues. First, when we, back at, I was not in attendance at the past hearing, but my understanding was there's two issues. First is, who's going to keep paying for these metal shutters that keep these properties safe.

And that's, and that was our primary concern, because although we are a primary holder, and I apologize, since I'm an attorney, when you use the word ownership I just have to clarify. We hold interest because we haven't foreclosed all the

way through and own those units yet.

But we're primary holder. But our concern was first making sure it's not a safety hazard, making sure we could come to some sort of agreement to make sure the cost of the shutters are covered. Since besides ourselves, there's other banks, foreclosure attorneys that only have one, two, three properties it's been a bit of a coordination nightmare, but we're coming together and we're coming to a resolution.

And now we've, we can work with Mr. Drum and the other attorneys to cover those shuttering costs, that's the immediate concern, that was our immediate concern. And then we were hoping to come to the Board, let you know that that's not a burden that you will have to take on anymore, move on from there, and in a brief amount of time --

Our client is committed within 30 days to having a plan in place. What are we going to do with this majority interest that we have, let's get a plan in place and just, if we're going to sell the project, if we want to take on the cost to demolish it and own the land, to get that fine in place.

We do want, at least we would ask if we could for at least the time to work out the possibility of selling it off. As it is and then have someone revitalize it rather than raze the project.

MR. SCHERER: I agree with you. The problem is, no investor's going to come and buy all these properties with this

potential demolition looming over this project

MR. CROGNALE: Mr. Chair?

MR. SCHERER: I don't see how that's ever going to happen,
but --

MR. CROGNALE: I have a --

MR. DRUM: Excuse me, can I address the Board for a minute?
I'm the --

MR. SCHERER: Sure, you can come up, you can come up,
right.

MR. DRUM: [inaudible]

MR. CROGNALE: The issue is, we're talking about shutters
for several months right now, the cost of shutters. I think the
shutters are the smallest issue. The larger issue before us is
the condition of the building and do we have a direction that
it's going to go in. Something that's concrete, how we're going
to go about this to present to the Board, because right now
we're just talking about \$27,000 worth of shutters of your cost,
42 for the City, or whatever it is. But it's an insignificant
amount compared to the totality of the whole project.

MR. HEKKANEN: On the cost of the project, I agree with
you. As, the question of whether the project is an unsafe
structure, whether it's something that has to be demolished to
protect the public. Our understanding is, with those metal
shutters secure on these properties it's no longer an unsafe
structure that's a hazard to the community. So we think it's an

extremely important issue and it's an important issue of who's going to pay for those shutters to keep it safe.

MR. SCHERER: I think it's, yes.

MR. WEYMOUTH: That was the question I was going to ask Inspector Ford, is if there's anything other than the breached opening that you mentioned that's unsafe about this property.

INSPECTOR FORD: As I stated earlier, when I was asked what the property condition was that it is exactly as we presented it. We withdrew the two codes that had anything to do with shutters. The shutters do not make the property safe, other than the two that we withdrew. There are currently five codes on the violation that makes the building unsafe. And having shutters secure the building only complies the two that we've already withdrawn.

MR. SCHERER: It doesn't prevent a fire.

INSPECTOR FORD: And the building as it sits today is exactly as it was when we first presented it as unsafe in the eyes of the City. I did not state that it was safe because the shutters have been put on.

MR. SCHERER: Right.

INSPECTOR FORD: It's just secure.

MR. SCHERER: Okay.

MR. PHILLIPS: Well, the electrical has been cut off to a whole buildings, correct? Mr. Ford?

INSPECTOR FORD: Yes, the building's been terminated from

the line to the building. There still extends, and my pictures that I showed --

MR. PHILLIPS: I'm just looking at, I'm just looking at for example the first case, which seems to describe --

INSPECTOR FORD: They're all, they all have the same verbiage.

MR. PHILLIPS: Vacant, unguarded, the second one vandalized, the walls have been stripped, damaged by vandalism, an egress for the Fire Department. There's no electrical, so, it was --

INSPECTOR FORD: It does say electrical in there and there's always the possibility that it could be reconnected. I can't tell you it can't be. Would it be difficult? Maybe, I don't know.

MR. PHILLIPS: Could fire trucks get in there right now, through the driveway and the parking lots around the building?

INSPECTOR FORD: Yes, but they can't get into the building; they're locked.

MR. LARSON: Well, they can get in --

MR. PHILLIPS: Well that would be, that's the situation with any building right?

MR. WEYMOUTH: Exactly, inhabited or not inhabited.

INSPECTOR FORD: No, with any building they could break out a window and get access; they can bust down a door and get access.

MR. SCHERER: There's no shutters.

INSPECTOR FORD: This building would be, they may be able to get into it with some means, but it's completely different.

MR. SCHERER: All right, all right.

MR. PHILLIPS: In other words, I'm just going one, two, three, four, five, six, two of which have been withdrawn. The other three, the vandalism is really within each of the apartments, which is blocked off.

INSPECTOR FORD: But there's vandalized, and what that does is that constitutes, as written in the violation, a fire hazard because of all the debris, and it creates a, there is an egress issue with the way it's up, if it were ever caught fire or whatever, how hard it would be to get to it or not. And I can't, I'm not going to speak to the ifs.

MR. WEYMOUTH: But it would take some sort of spontaneous combustion for it to go. There's no electrical. There's no --

INSPECTOR FORD: No, there's no --

UNKNOWN: No human interaction --

INSPECTOR FORD: It's been disconnected, but the violations as they are are applicable according to the Florida Building Code, and that's all I can tell you.

MR. WEYMOUTH: The violations were written prior to the placement of the protection panels, the window protection and the door protection, correct?

INSPECTOR FORD: Right. But it still, that doesn't

diminish --

MR. WEYMOUTH: I know, but I'm just, just, I understand --

INSPECTOR FORD: Oh absolutely.

MR. WEYMOUTH: -- that you walked through every unit and

--

MR. SCHERER: Okay.

MR. CROGNALE: Mr. Ford?

INSPECTOR FORD: Well, actually it was presented, presented the case because the other two were withdrawn, that had to do with the shutters. So again, all the other violations exist the same as they did from the day that I presented the case.

MR. CROGNALE: The City has determined that it is an unsafe structure at this time.

MR. PHILLIPS: That's our job.

MR. BARRANCO: That's us.

MR. HOLLAND: We have to.

INSPECTOR FORD: The Board has to determine whether it's an unsafe structure. We are presenting it to the Board in such a way.

MR. SCHERER: Okay. Correct.

MR. PHILLIPS: Could we hear from this gentleman, Mr. Chair, please?

MR. SCHERER: Sure.

MR. DRUM: My name is Bruce Drum with Drum Enterprises. I've been present at the last two meetings, and I'd like to

start by laying a little foundation. And I refer to the minutes of your last meeting. Sir, you expressed the Board's interest in whether this was unsafe structure or not, and the Board stated that their position was as long as the shutters are up the roof is fine, the structure is fine. It's only a question of the shutters.

As long as the shutters stay up, the buildings are secured and don't represent an unsafe hazard. Now that's what the Board found last time, and they gave a 60-day extension. They did find the violations, but that wasn't the issue.

MR. SCHERER: Okay, then we didn't find that they don't exist. We found that they exist.

MR. DRUM: The other violations existed.

MR. SCHERER: So, we did not find what you just said; we found that they existed.

MR. DRUM: Well, the position of the Board was as long as the shutters remained --

MR. SCHERER: No, that's not what we said. The violations exist as alleged and we'll give you a 90-day extension.

MR. DRUM: Okay. I think it was a 60-day.

MR. SCHERER: And we said, as a recommendation to get together and make sure that someone pays for these shutters and they don't come down.

MR. DRUM: Okay.

MR. SCHERER: Because if there was no shutters there'd

probably be an order for demolition already.

MR. DRUM: Certainly. And I'll refer to whatever the minutes were if I misunderstood it that's fine. The reason I'm here today, I've been out there. I've looked at the property several times. We're prepared, regardless of the other banks, we've spoken to Bank of America. We're prepared, when this contract expires, for the next 90 days to cover the cost of these shutters. And we've already talked to VPS about it; they're ready to write a contract to us.

MR. SCHERER: Who is us?

MR. DRUM: Drum Enterprises, or Bank of America. It's really, that's between us, I don't really care. But we're prepared to stand behind the next 90 days of the expenses for the shutters, because this is very, very complicated with all these different owners. I've spoken to several of the banks already. Couple of people unfortunately are out on vacation, won't be back 'til next week.

But our position is we'd like to salvage this property. I've talked with the Commissioner's office, I've talked to the Mayor's office, I've talked to Community Redevelopment Agency. I mean, I've spent the last four months on this project talking to all the people. I've talked to Code Enforcement --

MR. SCHERER: So you, if you spent the last four months you have some type of proposal for us to look at.

MR. DRUM: Well, the proposal that I'm, we just talked --

MR. SCHERER: A letter of intent or something.

MR. DRUM: We'll do a letter of intent with Bank of America. I don't have it in hand, because we just finalized some things this morning as far as the shutters are concerned. We need time to work with the banks to come up with a formal proposal as for the reclamation of this property.

MR. SCHERER: What do you want to do with the property though?

MR. DRUM: We went to rehab it, put it up for low-income housing. And it's a real problem because there are so many owners.

MR. SCHERER: And you have financing for this project?

MR. DRUM: We have potential financing for this project. Because of the complexity of this it's, we've had several investors that were involved that, you know, it's like --

MR. SCHERER: So, you obviously have some numbers. How much is this going to cost?

MR. DRUM: We're looking at about 25,000 per unit to rehab. And that comes from having been a contractor for 24 years.

MR. LARSON: John?

MR. SCHERER: Sure. Go ahead.

MR. LARSON: I'd like to ask the gentleman a couple questions.

MR. DRUM: Yes sir.

MR. LARSON: And I'm sure you looked at the plans. In

regards, do you have any idea how many square footage is on those, in those units?

MR. DRUM: The units average 580 to 620 square foot per unit.

MR. LARSON: Okay, that's basically a unit for two people and what I'm concerned about is if we grant this, the rehab, and we get the same situation and when he, that you're going to have, that you've got in there now, you've got people that moved in there and have extra children in there and it's basically are one-bedroom units. And then you've got an overcrowding situation, and that's not good for a complex like that. And then you're back to square one where you've got all the problems that you've already got.

MR. DRUM: Well --

MR. PHILLIPS: John, can I --

MR. LARSON: Are you going to enlarge those in any way?

MR. DRUM: Let me address the questions. First of all, we don't have an intention to enlarge the units at this time. They're two-bedroom units, with the exception of four. There's a one/one and I believe there's three three/twos.

MR. LARSON: They're two bedrooms at 550 square feet?

MR. DRUM: Yes sir. That's what they were built as.

MR. LARSON: [inaudible]

MR. DRUM: And we bring it back to existing usage as an apartment complex with an on-site manager, then the City's going

to have to decide whether they want to approve that or not. That's a whole different animal. We're going to have to go back and present plans and try to get this thing rehabbed. If the City wants to step in and say no, we don't want you to do it, then it's a done deal and you guys do whatever you want to do.

MR. LARSON: Well, I have a lot of problems with what you're talking about, not enlarging the square footage on those because I have a big problem with --

MR. SCHERER: Okay, we're kind of getting off track here, how about, Jack, can you, go ahead Jack.

MR. PHILLIPS: Don, respectfully, I don't really think that's our job.

MR. LARSON: I understand that.

MR. PHILLIPS: Are we going to question him about is it 580 or 620 or what are their plans are and letters of intent and you know, we're here, whether or not it should be, it's an unsafe structure and should be demolished or should we continue this, that's really the issue today. And the other, before we have, I guess the first meeting on this I was in the Chair that day. I had mentioned that there are stakeholders involved. You had all the lawyers from the banks. You had a lot of the, are there any condo, actual owners out there today?

MS. HALE: Yes.

MR. PHILLIPS: There's some people, that one gentleman we recognize.

MS. HALE: Yes.

MR. PHILLIPS: Been coming to all the meetings, he's been paying his mortgage regularly. When you demolish all three buildings, what about him? Does he fix his up and not fix the others? So there are stakeholders. I understand the lawyer who called us up that we disclosed with this petition, that's a whole group of stakeholders that really they want it demolished because they live near it.

You have a group of condo owners that don't want it demolished. You have the banks, they don't want it demolished because if it's demolished you're going to have four, you're going to have Bank of America, Fannie Mae, Wells Fargo, you're going to have them all own the land subject to what? It'll be a mess, it'll be vacant.

This petition that said, we'd like it developed in accordance with the neighborhood next door? That won't happen for 10 years, so you'll have an empty field for 10 years while the ownership of the property amongst all the mortgage holders is ever figured out.

We have stakeholders here, and rather than ask this gentleman, what about the details, letter of intent, how much per unit, what are your square -- That's, you know, there's some confidentiality between him and the banks to make a deal. All you know is, you know, and my colleague said that it may not be unsafe structure now because the frames are up.

And I think this does call for time for them to work out a deal. We got the Bank of America reimbursing the City. This gentleman says for at least 90 days they're willing to commit to maintain the status quo, and I think everyone deserves the chance to save these buildings.

MR. DRUM: We're prepared to take the contract.

MR. SCHERER: Okay, thank you John, thank you. Kind of responding to the questioning of a potential investor is that someone that has invested four months of their time on a particular project and to come in front of a Board which is getting ready to demolish the structure without an architect, without an engineer, without a plan, without potential letters of intent, without a contract, without anything, is nothing else than another citizen coming and saying we don't want you to demolish the property.

MR. DRUM: No, I disagree.

MR. SCHERER: Because you haven't presented anything to the Board, which is why some of the Board members are interested in vetting this individual. So I think it's important that the Board vets this individual because if it's, if you're really an investor, then we want to make sure we try to work with you and we don't tear down the buildings. But if you're not, we want to know that that too.

MR. DRUM: My understanding coming here today was whether this was going to be secured. That's what I'm prepared to

address today.

MR. SCHERER: If it's going to be secured.

MR. DRUM: If these buildings are going to remain secured. That's what I'm prepared to address today. I'm not going to get into discussions, confidentiality issues, you know. I'm not going to put my plan out here publicly for a potential investors to compete with me. I'm not going to do any of that. That's not why I'm here.

Last time I was here this Board granted, I believe it was 60-day extension, the last hearing, to, for the banks to try to get together. Now I've talked to the Mayor's office. I've talked to the Commissioner's office. I've talked with several people; nobody really was on point here and there was confusion about who was handling different aspects of it.

I'm stepping up, we're putting our money where our mouth is. We're going to keep this building secured with Bank of America, regardless of whether we reimburse the City or take a new contract for the next 90 days. That's my proposal, we'll do a joint letter of intent if Bank of America is willing, they can draw it up, we can draw it up. We'll put it to the Board. We could do that fairly soon, I would assume. We'll put it in writing what we're willing to do. We want 90 days to try to put this deal together. I'm taking the point on this, we're ready to start acquiring property. That's our position today.

MR. SCHERER: But you don't have financing, which is what

you already told us. So, but I understand. Thank you very much and we'll consider it. If anybody else has any more questions.

MR. HOLLAND: Yes, I do. I just feel like we're at the same spot we were many months ago. I've seen nothing materially different.

MR. DRUM: Except we're willing to pay the bill. But we're willing to pay the bill, and nobody stepped up last time and said that.

MR. HOLLAND: That sounds, we've heard that before.

MR. DRUM: No, nobody stepped up last time. Nobody said we're going to pay the bill.

MR. SCHERER: Nobody said. We've heard it before. Thank you. Can you, thank you.

MR. WEYMOUTH: Inspector Ford, can you tell me if the shutters, and this may be repetitive, and I apologize if it is, but are the shutters that are in place hurricane shutters or are they just vandalism shutters?

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale. They're shutters to halt any more vandalism and keep the building secure from people entering and doing any more damage, they --

MR. WEYMOUTH: So they don't have an NOA code for hurricane applications.

INSPECTOR FORD: No, no. It's just to keep people out. They're vented, which means it's subject to wind load, pressure

and everything else, just like if there wasn't a window or a door there at all. It's just to keep people out. And I'm just going to read a little bit of 115.1.1.

And there's, buildings or structures that are or hereafter shall become unsafe, unsanitary, deficient, inadequate facilities for means of egress or which constitute a fire or windstorm hazard or illegal or improper use, occupancy or maintenance or which do not comply with the provisions of the applicable minimum housing, which Fort Lauderdale has a minimum housing which it does not comply, code, or which have been substantially damaged by the elements, acts of God, fire, explosion or otherwise shall be deemed unsafe buildings and a permit shall be obtained to demolish the structure or bring the building to comply with all applicable codes. That's my first violation.

MR. SCHERER: Okay.

MR. JARRETT: Mr. Chair? Oh, I'm sorry.

MR. SCHERER: Sure, come on.

MS. NORRIS-WEEKS: Thank you, Mr. Chair and Board members I'm Bernadette Norris-Weeks, I'm the President of the River Gardens Sweeting Estates Homeowners Association. What you just heard from the Building Inspector in the way of what your consideration is today is, that's the issue, is whether it's an unsafe structure.

Normally, I sit as an attorney and represent cities where

Ginger is today, advising the Board of, keeping the Board or trying to keep the Board on track in terms of what the issue is, what the legal issue is. And I'll tell you as a community person, taking off my legal hat, and someone who lives in the neighborhood, not only is it an unsafe structure pursuant to the Florida Building Code, but it's also just unsafe for our community.

Just this morning I saw as I'm walking my dog, a homeless person coming out the back of it. There is prostitution that takes place, there's illegal dumping, it's all over the place. If you go back there, you can barely drive your car in. So when someone was just talking about whether fire or emergency personnel can get in, you can't.

There is debris everywhere, it's been vandalized, so things are hanging from the building. It is a mess. It's a mess. And it goes against everything that we've been trying to do as a neighborhood in that community.

The gentleman here who, I've never seen him and I can tell you for more than four months I've been talking to just about everybody including some of you. And he said a little bit earlier, something along the lines of, well you know, it's really not that big of a problem or he's going to use it for affordable housing. Well, we have affordable housing in our neighborhood. There's nothing in our neighborhood that anyone who wanted to live there could not afford to live in our

neighborhood.

He also said that he was working with the CRA, and I can tell you all that the CRA, and I've spoken many, many times with the director, and he will tell you that this neighborhood is a little bit different from other neighborhoods in the CRA area in that it has natural borders in which they've, the CRA has put a lot of money trying to really change the face of the neighborhood, change the way it feels, improve, focus on homeownership.

There have been demolition projects that have taken place. One that the CRA just spent over 200 or more thousand dollars on at the corner of 22nd and Sistrunk Boulevard. They have put a lot of money in the area to try to do, reverse just what we're talking about today, which is putting in low-end housing that nobody wants to see.

This, if you all have not seen it, is a structure that does not take advantage of the New River. The north fork of the New River is beautiful in this area and these abandoned buildings are a hodgepodge of just junk, they look nothing like the existing community next to it.

We have met with a number of different people on this issues, in terms of the signatures, Commissioner, I wouldn't want to say Commissioner but, there was one homeowner who signed for her husband. So that's what that is, that represents, she signed for her husband who was there in the living room with her

and she said I'm signing both the names.

So this is a, this, the petition that you have is an indication of what our neighborhood feels as a group and these were just people we were able to get that day.

Now in terms of funding, there are some issues that you all may not know about. The City of Fort Lauderdale just received several dollars in the way of neighborhood stabilization funds. And I've spoken with the acting City Manager and she is also under the understanding, as well as other City personnel, that some of those funds can be used for the demolition of this building. So you may not be talking about, while you all, I know you are concerned about what's going to happen with some of the residents who have, or stakeholders.

You also should know that there is funding out there that's come from the federal government to be used for foreclosure situations just like this. So the City Administrator is thoroughly aware of that. They are able to consider all of those things.

So if you all will look at your charge here today in terms of whether it's an unsafe structure -- and it does meet that under the Florida Building Code -- in no time soon, is it going to be rehabilitated to a point where it can be something that's not going to be in code violation, in no time soon is that going to happen. We'd much rather see it as a site which has grass on it or some type of other gravel or something that can blend in

with the neighborhood better than what we have right now.

Now, I will stop, and I appreciate your time. I do have just a couple of other points, if you'll give me just a moment.

MR. SCHERER: Yes, sure, try to speed up because we've got a lot of other people that want to speak.

MS. NORRIS-WEEKS: I understand. This has been before you all several times. This is not the first time. You've been very generous in the way of your granting extensions and you've been fair to all of the parties. As one of you told me before the meeting today, today you were going to fish or cut bait, and we hope that happens. We hope that really happens. We hope you all make a decision based on the code, based on the legal aspects of why you sit here as Board members.

In terms of the shutters, the Commissioner on this end, he's absolutely right; that is a minor, minor, minor issue. We can, we, you know, this, the unsafe part of it and the problems still exist whether you have the shutters on it or not. It would be worse with the shutters, grant you that, but it is a mess. And so we hope that you'll consider the community --

MR. SCHERER: But let me ask you one question.

MS. NORRIS-WEEKS: Yes.

MR. SCHERER: You don't own a unit in the building.

MS. NORRIS-WEEKS: I do not own a unit in the building.

MR. SCHERER: Okay.

MS. NORRIS-WEEKS: But I am a stakeholder, I live in the

neighborhood and, and --

MR. SCHERER: I understand. But you don't own any interest in any of the units.

MS. NORRIS-WEEKS: I do not own any interest in any of the units.

MR. SCHERER: Okay.

MR. PHILLIPS: Question?

MS. NORRIS-WEEKS: But if you, yes sir?

MR. SCHERER: Sure.

MR. PHILLIPS: What are you going to tell that gentleman in the back row who's been making all his mortgage payments?

MS. NORRIS-WEEKS: You know what I'll tell him?

MR. PHILLIPS: There he is, look at him.

MS. NORRIS-WEEKS: Yes, I'm, thank you. I, let me tell you what I'll tell him. I have a property in North Carolina that I'm making mortgage payments on and it's gone, it's gone down. If the same kind of thing. I've been doing it for a year now. It was a bad investment.

MR. PHILLIPS: Was it knocked down by a municipality?

MS. NORRIS-WEEKS: No, it's vacant land, but my point is that I'm still making a huge mortgage payment on it. And I'll tell you it was a bad investment.

MR. PHILLIPS: Well, what about --

MS. NORRIS-WEEKS: And people, and there are a lot of people who made bad investments, who are still making payments

on. Just like me.

MR. SCHERER: Thank you.

MR. PHILLIPS: I have another question.

MS. NORRIS-WEEKS: Yes sir.

MR. PHILLIPS: Bank of America, you're an attorney, so you know that a bank is a legal entity that has rights. And you have other institutions that have rights, and you have taxpayers that support --

MS. NORRIS-WEEKS: The demolition.

MR. PHILLIPS: -- Fannie Mae and everything else. What about their rights not to have their mortgage rendered completely useless? Don't you think it's at least fair to see if this investor, who I think will probably calling you up to have a meeting with your group to see what you'd like and perhaps develop it so that there's input from your group to see if a positive result can be found. Because once you knock it down --

MS. NORRIS-WEEKS: The answer to that is no.

MR. PHILLIPS: You're not willing to try?

MS. NORRIS-WEEKS: And I'll tell you why. We've been talking --

MR. PHILLIPS: You're willing to try?

MS. NORRIS-WEEKS: Hold on one second, no I'm not willing to try it. We've been talking with some people already. We've been talking with other developers who have said, you know, kind

of give us more time and saying the same thing. You all, when you look at what you have to consider before you today and you look at the legal issues, those are really not your issues.

I mean, that's fine, and that's great that you all have open hearts, and you've given certainly a number of continuances and you've given these people a chance to come and come up with whatever their plans are but the Chair is right, that Chair is right. They brought no contracts here, they brought no agreements, and I don't think they've spent four months on it because I can tell you I would have known about it and I would have heard the name, and I haven't.

MR. PHILLIPS: [inaudible]

MS. NORRIS-WEEKS: And I can tell you I've made it my job every single day to --

MR. PHILLIPS: Excuse me, I can tell you he's been here for four months.

MS. NORRIS-WEEKS: Okay, well I haven't, I don't know who it is and talking with the bank, which means nothing.

MR. SCHERER: Okay.

MR. PHILLIPS: In fairness, Miss Weeks, I'm really not here to argue.

MS. NORRIS-WEEKS: Okay.

MR. PHILLIPS: I know you're doing a terrific job representing your group. They want it to be nice, this gentleman would like it to be nice. I think of that little lady

with the babies that's paying her mortgage. And what happened is, you had some people stop paying the maintenance. The other half were just drawn into it like a, like a, like a funnel. And if there was more money, and I know the homeowners would have tried to stay and perhaps this is a solution. And it's only 90 days.

MS. NORRIS-WEEKS: But from our standpoint, it is not a solution.

MR. PHILLIPS: All right.

MS. NORRIS-WEEKS: Respectfully, it's not a solution. We, I want to be clear, we would like you all, and I'll sit down, we would like for you all to please demolish this building. There are funding sources out there that people who have been paying their mortgage, good people who have been doing that or one or two who are left, they can take full advantage of that and they will be able to reap the benefits of those other funding sources.

But in terms of the issues that are before you today, the legal issues, it is an unsafe structure, it meets the clear definition, and that's really the only issue that you have before you. That's really it.

MR. SCHERER: Okay, thank you.

MS. NORRIS-WEEKS: Thank you.

MR. SCHERER: Thank you.

MR. PHILLIPS: Thank you.

MR. CROGNALE: John?

MR. SCHERER: Yes. Comments from the Board.

MR. CROGNALE: Quick question on that. A lot of the issues being brought before the Board right now I consider social issues. They're not structural, they're not about the unsafe, the structure as it exists as it's alleged it exists. We can't in good conscience get involved in a social issue because there are people here, and we're charged with responsibility of being a kinder, gentler Board to weigh in on both sides of the equation.

You know there are some people here that are seriously hurt because of the situation that they're, that it's in and we're trying to resolve it and we're trying to come up with the best facts, you know, get the facts and then we'll make our decision. But the talk about the social impact of it I don't think is, this is the forum for it.

MR. SCHERER: Okay. Anybody else on the Board?

MR. LARSON: Mr. Chair?

MR. SCHERER: Sure.

MR. LARSON: We've sit here and listened in regards and the biggest thing that's been said about it is one, we know the building is basically unsafe. That's been brought forth by the inspector. The only reason the shutters were put up there is to keep it from being busted up more than what it already is and deteriorating any more than what it possibly could.

There's been a 90-day extension that's gone through, and the banks and individual investors have basically only agreed to support the shutter situation. I have seen nothing that the banks or the developer has come forth with anything solid, with the banks or anything that he's been able to present to the Board.

And my question was on the square footage and stuff like that, I'm not willing to put the neighborhoods back to what they've already been through in the mess that's already there. And if we can develop something better than what they've already been through, then that's what I'm going to do. I'm going to look for the stuff that we can --

Our issue is, are we going to demolish it, are we going to give an extension. And I think we should vote on it one way or the other.

MR. SCHERER: We will.

MS. WALD: Ginger Wald, Assistant City Attorney. Just a observation. You may want to hear the rest of the testimony of the individuals, and then ask your questions from there.

MR. SCHERER: Yes. Okay.

MS. WALD: And then of course you can talk afterwards. And also with making a motion. There was a question that was asked and I wanted to answer it. It was asked a while back, I believe by Ms. Hale. Two of the homes are titled, owned, when we mean owned we mean actually legally titled, by HUD. Three are

legally titled by Fannie Mae and seven are titled by different various financial institutions. Thanks. That's titled.

MS. HALE: What question, what answers to which questions?

MS. WALD: Somebody asked, and I thought it was you, a while back --

MR. SCHERER: Yes, what I think it was, what, how many units were owned by the banks.

MS. WALD: Who owns what, yes.

MR. JARRETT: So in other words, you're saying --

MR. LARSON: I think it was at the last meeting.

MS. WALD: I don't know, I just heard it --

MR. SCHERER: So how many are owned by how many are owned by individuals and how many are owned by banks?

MS. WALD: So, if you take HUD, Fannie Mae and the banks together that's 12, 12 minus 58.

MS. HALE: So there are 12 plus the Bank of America's, is that what you mean?

MS. WALD: No, no.

MR. WEYMOUTH: [inaudible] the foreclosures.

MS. WALD: Somebody asked the question of how many are actually owned, titled, owned by the banks.

MS. HALE: Yes.

MS. WALD: So I made the calculation by reading the titles and there are 12. Two are owned by HUD out of the 12, three are owned by Fannie Mae and seven are owned by different various

financial situations.

MR. CROGNALE: Ginger?

MS. WALD: All the rest are owned by individuals. That does not mean they're not in foreclosure.

MR. SCHERER: Right.

MS. HALE: Oh okay.

MR. JARRETT: That's exactly right, yes.

MR. WEYMOUTH: They're in default, their loan is in default.

MS. HALE: Yes, okay.

MS. WALD: But somebody asked who actually owned it. Not who had interest, who actually owned it.

MR. JARRETT: I think that I think when the question was posed --

MS. WALD: It was a while ago.

MR. JARRETT: -- the inference was that some of the units were owned clear and free --

MS. WALD: Oh, okay.

MR. JARRETT: -- by individuals. And now I'm confused.

MS. WALD: I wish I wouldn't have said it.

MR. JARRETT: Are you saying that no individual owns any of those units free and clear?

MS. WALD: No, I didn't say that.

MR. JARRETT: Well, I'm asking it then.

MS. WALD: I'd have to go back and look at the title again.

Remember I have to look at 58.

MR. JARRETT: Okay. I was under the impression that they were all either owned by the bank or in the process of being owned.

MS. HALE: No.

MR. SCHERER: There's only 12 that are owned by banks right now. There's only 12.

MS. WALD: Or the U.S. government.

MR. WEYMOUTH: And there's only a handful which I would imagine are these people out here that are not in default of their mortgage.

MS. HALE: Right, that are paying.

MR. SCHERER: Okay, so the rest of them are probably in foreclosure.

MR. WEYMOUTH: [inaudible] that said I'm out of here, give it to the bank.

MR. JARRETT: I'm glad this has come up because to tell you the truth I wasn't aware that there was owners that were --

MS. WALD: Okay, I can answer the question. Five of the units are not in foreclosure, five.

MR. LARSON: Five out of 68.

MS. WALD: 58.

MS. HALE: And those are five individual owners. No?

MS. WALD: I can't answer that.

MS. HALE: What do you mean?

MS. WALD: When you say individual owners is it a corporation, is it something else, I don't know.

MR. WEYMOUTH: A bank is an, is an owner.

MR. MCKELLIGETT: [inaudible]

MS. WALD: I would consider them a bank.

MR. SCHERER: Yes.

MS. WALD: But regardless, I just wanted to answer that question.

MS. HALE: Yes. Five?

MS. WALD: Again, my suggestion would be to take the testimony, especially of the individuals that actually still own the properties that are here.

MR. SCHERER: Yes, yes. Can we hear from, is there any individuals in the audience that own and are, would like to speak? Come on up, please come up. Good afternoon.

MR. REED: Good afternoon, my name is Clifton Reed, I own, excuse me, a summer cold. I own the unit 46. Only come up today to just verify that I still would like to see the place rehabbed. It seems that this can take place. I, City Commissioner called me and he's going to get back with me on it. He's going to go a little further than the City with this.

Also for the neighborhood association, I sympathize with you also, but that property is not the main problem with that neighborhood in that area. An empty, vacant lot sitting there would probably create more trouble than they have already.

The park that runs along the river all behind the American, African-American Library all around through the neighborhood association where the individual homes are, there is all kinds of homeless people that live within that park. All around the African-American Library bathrooms and they sleep there at night, everything. When we were there as a neighborhood association thriving, we had so much problem with them.

The prostitutes and things, we did put a curve to that during a neighborhood watch at night. I think that they need to get with their City Police Department and just clean the neighborhood out and not just try to have this place -- It's, I agree it was a haven for them to squat and do their drugs and things. But these same individuals ripped all of our copper out of all of our outside air, AC units and things just to buy drugs.

But they need to clean their neighborhood up with the homeless problem. It's not just this property. And, I thank you and I will stand by whatever this Board does.

MR. WEYMOUTH: Mr. Reed, can I ask you a couple questions?

MR. REED: Yes.

MR. WEYMOUTH: And I understand you physically don't reside there. Is this your home?

MR. REED: It was my home, I had hoped that I could get enough equity in it later on, and maybe buy a duplex somewhere else.

MR. WEYMOUTH: Do you now consider yourself homeless?

MR. REED: I'm very grateful to my God that at least I'm capable to still work and provide for myself in a rented apartment and continue to pay the mortgage there too.

MR. WEYMOUTH: If by some act they were fixed, obviously you would move back into your home?

MR. REED: Of course I would. And work diligently in the neighborhood to try to help the neighborhood association to rid the community of the problem that exists now. And that takes individual effort by everyone in the neighborhood as well as the Police Department.

MR. WEYMOUTH: So by razing the buildings will not take more prostitutes or homeless people off the streets, it'll just move them along to someplace else.

MR. REED: Well, there is all types of programs that can work with people that are homeless.

MR. WEYMOUTH: But the solution to the homeless and the prostitution problem that exists in and around this property, razing this property, will that cure the problem?

MR. REED: It would definitely help the problem, it helped it during our reign there. And we had at least two years of a nice neighborhood to live in. Until the economy changed and then those people who bought into the units with no intent to live there just to make a profit, that lived in the suburbs and cut their losses and some even rented the place out to

individuals through section eight, took the government money and still didn't pay the banks. And no association fees or anything. And just probably made out on what they invested in the property from the beginning.

MR. WEYMOUTH: Thank you.

MR. SCHERER: Thank you Mr. Reed.

MR. REED: Thank you.

MR. SCHERER: Is there any other unit owners that are in the audience that would like to speak? Is there anybody else that would like to speak? Sure.

MS. ADAMS: Good afternoon, my name is Pamela Adams, I live at 425 Northwest 23rd Avenue. I've been active in northwest Fort Lauderdale since 19, well, since 1999 and very active in the homeowner association now known as Sweeting Estates. I moved into Sweeting Estates in 2004. I've had the opportunity not only to be a consultant, thriving consulting business, but I'm also a developer and have developed homes in Dorsey Riverbend.

I know that the lifespan of most properties in South Florida does not exceed more than 40 years. And this property is antiquated; it does not meet the current day needs of the population, of any population. For a family of three or four to live in 500 square feet is not the standard that we aspire to in the City of Fort Lauderdale or in United States of America for that matter.

And I'd like to say several things. One, I think to, that

Bernadette Norris-Weeks had the right idea: the goal here today is to demolish an unsafe structure. That will protect a neighborhood that is aspiring to raise itself up. And that to have this facility, this abandoned property to remain in its current status will only exacerbate the existing social conditions that we have in our neighborhood.

And I would ask you as a taxpayer, as a business owner, and as a developer, small it may be, I may be, that you move today to take the steps to demolish this property and those people that made bad investments, I'm sorry, I've made bad investments and I'm having to live with the result of those. Thank you.

MR. SCHERER: Thank you. Is there any? Sure, sir.

MR. RUSSELL: Good afternoon Boards members. I'm Richard Russell, I live at 529 Northwest 22nd Avenue, and I've been staying there since 1956, and I've heard everything somebody had, everybody had to say. My neighborhood, our neighborhood, it was in bad shape. The City has spent a lot of money in that neighborhood to get it in the shape it's in now. It was so much drugs, prostitutes, homeless, and everything was going on. They bought the buildings, they tore them down. It's so quiet in my neighborhood now sometime I get scared.

So, what I'm here to say, but they spent all that money to get it like it is now and then to let this continue to go is not going to help us. He's talking about safety? Now until a child is being picked up and carried in that area and raped or killed,

then we'll have something to talk about.

What we should have did, that place is open, there's no fence there. The shutters are fine, the shutters don't keep nobody from going in and out. I've been in the building. It's a well-built building, but it's too small, and the people that was living there -- When I organized the homeowner's association I was the president. I went there and talked with them. They were supposed to join our organization, but they never did. But the economy failed, and that's what happened.

My point is tear it down, whatever the land want to do with it, let the City buy it and make it a park, would be nice with me. Now, I'm hearing the gentleman say about the prostitution and all that, it was completely, completely prostitutes, drugs. My house, in the last two years, the first time I opened my windows in about 20 years. Drugs were so high, you walk out to get the paper, you get a contact. That's just how bad drugs was in my neighborhood. Today, the windows are open, everybody's doing fine. There's still some drugs there, prostitute is still there, but it's not as bad as it was. So we need to tear it down and get rid of it. Thank you.

MR. SCHERER: Thank you.

MR. WEYMOUTH: Thank you.

MS. HARTY: Hello Board members. My name is Lucy Harty, I live at 417 Northwest 23rd Avenue. I live in the neighborhood, right next to New River condos. But I also work at Housing

Finance and Community Development Division and we've had a lot of experience when we give rehab projects to small developers. Our experience has been incredibly bad and truthfully 25,000 will never rehab one of those apartments. 25,000 will never rehab my kitchen.

That's ludicrous, so this guy is talking pie-in-the-sky. I didn't see anything, you didn't see anything of evidence that this is a building going to happen. It's all wishful thinking. And the truth is that these buildings have no architectural merit whatsoever. They are ugly. They're just rectangles. That's all they are, just rectangles. They didn't exploit the riverfront setting.

It's an amazing setting. Most of us here, we bought houses in this neighborhood because we had the opportunity to live on a gorgeous, peaceful river. It's the north fork of the river. It's kind of wild there. I've seen manatees, I've seen turtles, I've seen birds there I've never seen elsewhere. This is a gorgeous site.

And we're talking, and when I, we moved in here, what was there was low-rent apartments, tiny, tiny apartments. And the people who lived there they, you know, they really didn't help the neighborhood. When it was converted into condos we had hope. There's hope now, because these people are going to be owners, and they're going to make sure it's in good shape.

Well, hardly any of them actually moved in, they either

rented it or they were hoping that things would get higher and they could sell. They were speculators, they made poor bets, a lot of us did in this housing bubble, when everybody just hoping that they would make a lot of money in this housing bubble and some of us did and some of us didn't.

But I invested in my house on the New River. I love it there. The neighborhood is in transition. It needs to get rid of these buildings in order to continue the upward transition of this neighborhood. The truth is that right now you have a blighted neighborhood with hope. And leaving these buildings and rehabbing them into little tiny apartments for low-income people is not going to help. Everything here is, everything in that neighbor, as Bernadette said, is low-rent, basically, it's affordable. I mean, it's a low-income area for the most part.

But if you take a different look at this and see that this is ugly property that's unsafe, code violations up to here, people dumping, you see vagrants there all the time. If you take a different look and see these buildings demolished and you see that it's a magnificent setting. You have a totally different thing there. You just have a totally different thing. Please demolish these buildings, lets get this over and done with.

MR. SCHERER: Let me ask you one question: you don't own one of the units do you?

MS. HARTY: No. I don't.

MR. SCHERER: Okay.

MS. HARTY: Thank you.

MR. SCHERER: Thank you. Hello.

MS. MILLER: Hello, I'm Kimberla Miller. I was the unit owner of 510 Northwest 24th Avenue, #53. Like I said before, I was a first time home buyer, but up until when the City said we had to move out it was a decision either move with family members and keep paying the mortgage or, go ahead and get my own place again. So we're renting now.

Once, the mortgage was with Countrywide, then Bank of America took over. Once Bank of America found out what the situation was with this place, my foreclosure proceedings, nothing is going on for me. It's been two years. In three years once you go into foreclosure you can buy another house.

So I would rather for it to be demolished, because it's like Bank of America just holding on and not doing anything because they want to do something or what have you, but they're not doing anything for us as owners.

MR. SCHERER: Okay, thank you.

MR. WEYMOUTH: Thank you.

MR. DELUCA: Briefly, my name is Orlando DeLuca, I represent GMAC unit 510 Northwest 24th Ave, #48. It is a little late in the game, but I have been working on this case for the last two weeks. And I have been in touch with representatives from Bank of America. I have authority to also, it's only one unit, but to chip in for our *pro rata* share of the shuttering.

I also have my direct lender contact working with Bank of America to discuss possible outcomes and resolutions at the property. I just want to let you know that we support Bank of America, we support keeping the property the way it is and not demolishing it and we're going to chip in and pay for our *pro rata* of the three months. Thank you.

MR. SCHERER: Okay. Thank you.

MS. HALE: Excuse me, sir. As a bank does your bank only have one mortgage out of the 68?

MR. DELUCA: We don't have a mortgage, we have title, January 2010.

MS. HALE: Oh, you have, you already have the title.

MR. DELUCA: Yes, January 2010. We were the --

MS. HALE: And you, and that's the only unit that you were affected.

MR. DELUCA: Yes.

MS. HALE: Yes, okay.

MR. DELUCA: Thank you.

MR. SCHERER: Thank you. Anybody else that would? Sure, come on up.

MS. PHILLIPS: Good afternoon Board, my name is Tammy Phillips, I am an attorney. I was up here last, before at the last time we had an extension. I am an owner. I am in foreclosure; I've been in foreclosure for two years now. I have always been open and upfront with the bank about what's going on

with this property. I've sent them articles, I have sent them my income and everything like that.

I grew up off of 6th Street, I came back to 6th Street to invest in my community. I have moved out, I live in the city of Lauderdale Lakes, but I came back to invest. And I made a bad, poor investment. My property was being rented out, and I had a section 8 tenant in there. It was on the water. I was proud of what I had accomplished. I came back home, and I got a piece of property on the water.

Now, I know that the buildings were not the prettiest, I know that the property was not the biggest. And I know that eventually I wanted to retire and possibly sit on the water, because this is something I have on the water.

I had a tenant in there, section 8. She was up in there 'til the last moment, I could no longer keep her in there, because the water was cut off and trash was everywhere. We still had problems with criminal intent. My tenant door, her place was broken in, I had to come in and try and get that situation straight. As far as maintaining the fire hazards and things of that nature, we had issues with that.

All I'm saying is this, it, in essence, that apartment complex, it was low-income, okay? We put people in there, as an investor I put someone in there low income. I subsidize their rent, okay? I made sure, she paid 950, I put in the rest to make sure that my mortgage stayed intact. All I'm saying is this:

I've seen 6th Street, I've seen where it's come from as a child. And I know that that property can be better than what it is. And to me the best thing for it to be done is for it to be demolished because we African-Americans who have grown up in there, it can be better. I know that it can be better.

Those units are too small. It was hard to even get people to come in and rent when we first started in that area. It was hard for that. I had to wait five months of paying my mortgage on time before I got a renter. And when I got a renter, hallelujah, thank you, Jesus. But I still had to come up with more money. All I'm saying is I think it's best that it be demolished, park, whatever else you want to do with it but something better than what has been done with it.

MR. WEYMOUTH: Excuse me, who is your bank?

MS. PHILLIPS: GMAC.

MR. WEYMOUTH: Thank you.

MR. PHILLIPS: Can I ask a question Miss Phillips?

MS. PHILLIPS: Oh, I'm sorry sir.

MR. PHILLIPS: By the way, are we related?

MS. PHILLIPS: We may be, you never know. You never know.

I got people in Pompano.

MR. PHILLIPS: I heard I had a cute cousin down here. I'm from Kentucky originally.

MS. PHILLIPS: I got people in Connecticut so I don't know.

MR. PHILLIPS: Anyway, if the things are demolished and your

bank goes after a deficiency judgment, this is definitely going, I mean, there's going to be all deficiency judgments.

MS. PHILLIPS: Right.

MR. PHILLIPS: You know, 50 units maybe 4 million bucks three to five, whatever it is, I don't really know. But, and consider yourself and all the others who are maybe not as fortunate with your ambition and your success and your education and all that for which I laud you. But don't you think there's a chance that with the, now that we got the, we got the banks doing something over the last, we got them saying hey, we're going to pay for these. They know they've got to do something. They're working with potential investor.

If this thing is turned around, well guess what? You're going to have 58 units paying real estate taxes to the City and the County and that's, no one's mentioned that, but that's another stakeholder, all the citizens of Broward. But don't you think that if the banks are willing to work with this developer [inaudible]and it sells, that it lessens the potential damage to you in a deficiency judgment?

MS. PHILLIPS: Well this --

MR. PHILLIPS: Or others? I mean, as a lawyer I meant.

MS. PHILLIPS: As a lawyer and as an owner, okay, I talked to this investor at the last meeting. I approached him, I gave him my number and everything, perhaps we can work out something with the bank or something to that effect, I could deed you my

title. Whatever the case may be, there's two people who were here and I talked to both.

All I'm saying is that nobody talked to me. I've been waiting for a phone call, the only person that has really called me is GMAC PMI. I had mortgage insurance protection on my property for the bank? That's the only people who called me and say, what can we do. That's it, okay?

MR. PHILLIPS: What was that?

MS. PHILLIPS: Excuse me?

MR. PHILLIPS: There seems to be sort of a constellation that is seemed to be forming. And they know that they got the neighborhood association on their back. They know they're breathing fire down their neck.

MS. PHILLIPS: Uh hmm [affirmative] yes.

MR. PHILLIPS: They're not going to put up with it. They know the banks are, they're on the verge of losing everything if they don't act quickly. And I --

MS. PHILLIPS: Right.

MR. PHILLIPS: This is probably three or four levels up the food chain when the Bank of America lawyer -- he's the best dressed we've had here ever since, all right? The first guy with money. So I really think that, you know, the social issues here, we've got to consider fairness. You know there are Code Enforcement cases, there was a Jungle Wheel [sic] that's been going on for seven years. I was on the Code Board a year and

it's a work in process.

So for this to be three or four months, I really think that, I mean, wouldn't you like not to have a deficiency judgment against you?

MS. PHILLIPS: The issue --

MR. PHILLIPS: So you could go on and buy another house?

MS. PHILLIPS: That would be great, that would be great. But, and it's nothing wrong with considering.

MR. PHILLIPS: Do you think all your other people that live in that place, your fellow condo owners --

MR. SCHERER: You're not letting her answer the question that you asked her.

MR. PHILLIPS: Do you think that, do you think that they know about this deficiency judgment issue?

MS. PHILLIPS: I'm going to say this, and I'm going to let that be that.

MR. PHILLIPS: No. You tell, what do you think?

MS. PHILLIPS: I think that if the bank wanted to act, they would have act long time ago when we asked the bank to act and pay their condo association dues. That's what should have happened.

The other issue is, it's been two years and I know you all been dealing with this. I've called DuBose, I've called the City what's going to happen with this property. I've done my part as far as trying to figure out what to do. And now you're going to

wait last minute, last hour to figure out something and they, like he was saying, like John was saying, where's your letter of intent? Where is showing the Board here, what we're going to do, okay? I'm here, I'm ready to sign. Give me the paper. Let's go.

MR. SCHERER: So, he never contacted you about this.

MS. PHILLIPS: He never contacted me, nobody contacted me. I mean, I'm trying my best to reach out, here bank, deed in lieu. We don't have to go through this process, if you want to move forward with this and take these properties, give these people here a deed in lieu of foreclosure, you take the properties and then you all do whatever you all need to do with the City to secure, knock it down, or whatever the case may be. You don't have to wait on a foreclosure. You don't have to wait two years, three years to do this. Go ahead and do a deed in lieu, stop us from suffering and keep going, keep it going, keep it moving.

MR. SCHERER: All right. Thank you.

MR. DRUM: Sir, if I may respond. I've been referenced three times now.

MS. WALD: Wait, wait.

MR. SCHERER: Sure, why don't you hang on a second and let's hear if anybody else has anything to say.

MS. NORRIS-WEEKS: I do, one last thing.

MR. SCHERER: Well what, hang on, let's see if anybody new has anything to say before we, before the Board will probably

take action. Come on up.

MR. WEYMOUTH: What is your name?

MR. COATES: My name is Barry Coates, I'm from Coral Springs I'm an interested party. I don't own any of the units, but I'm listening to what everybody's saying and all I want to say is this. This is what, the banks set about delaying it. Everybody mentioned two years when they foreclosed. Everybody knows that foreclosure should not take two years. What they've done is they've tied these peoples property up to find someone, that's Mr. Drummond [sic] to put low-income housing in their neighborhood.

Now, I spoke with Miss Weeks on, I believe it was Tuesday, and she's probably surprised that my position on this has changed, because when I talked to her, I wanted to put low-income housing in that neighborhood. But at that [inaudible] my partner and I, Sheldon Rowes, went back and looked at the business plan. And we sent her an e-mail also explaining it's too small, they're too small. No one can get into them. The only way we can make it physically possible is to cut them down to 29 units and double them up.

There's no way he can put, take \$25,000, and make a adequate arrangement for someone to live in, it's impossible, okay? Please. I initially came up here to this meeting to ask you for a delay so that I could make arrangements to try and figure out with the banks, to get the rights to the property itself to tear

it down with MSP funds. But I'm going to stand back now and let you guys make the best decision, which is tear it down and let the bank deal with it at that point in time. But keep in mind, I don't own a piece of dirt, I don't live in the community, I wasn't born in Fort Lauderdale. I just live here in Coral Springs. Okay? Thank you very much.

MR. SCHERER: Thank you.

MR. WEYMOUTH: Thank you.

MS. NORRIS-WEEKS: One last thing.

MR. SCHERER: Sure. Miss Weeks and then we'll hear from --

MS. NORRIS-WEEKS: I know a couple of you had some concern about the City of Fort Lauderdale Housing Authority, because Scott Strawbridge had reached out to some of you about it. Scott has called me. He has told me he is absolutely not interested, and the Housing Authority is not interested in that site. They believe it's too small.

MR. SCHERER: Why don't, I'd rather you not speak on what he has said.

MS. NORRIS-WEEKS: Okay. Well, I think the same thing has been communicated to some of you as well.

MR. SCHERER: Okay.

MR. PHILLIPS: No it hasn't been.

MR. SCHERER: I haven't heard that.

MS. NORRIS-WEEKS: Okay, well, if that deters or changes your mind in any way I wanted the information to be out there.

MR. PHILLIPS: No.

MS. NORRIS-WEEKS: And that's probably why he's not here today. One other, one last thing --

MR. PHILLIPS: Has anyone contacted us from, anyone [inaudible]

MR. SCHERER: We've already made all of our disclosures.

MS. NORRIS-WEEKS: Well, you've already made all of your disclosures.

MR. HOLLAND: I think the fact that he's not here speaks volumes.

MS. NORRIS-WEEKS: Thank you. One last thing. You, Chair, you asked a little while ago whether there were any homeowners are anyone who had owned and two people came up here, both of those people were in support of demolition. And I think that also speaks volumes. So we hope you'll tear it down. And this is the last you'll hear from me. But thank you for your time.

MR. SCHERER: Thank you, thank you.

MR. DRUM: Bruce Drum again, Drum Enterprises. For the record, I spoke with Al Battle with the Community Redevelopment Agency. We also told Mr. Battle, we were aware of the agency, the Association nearby. We told Mr. Battle before we made any definitive plans we would be willing to talk with the Association. This was not, we did not call her. We talked with Mr. Battle. Apparently that was not communicated to the neighboring associations. But we did indicate our desire to work

with the local residents in the redesign, or redevelopment of the property, number one.

Number two, if you demo this property you're demoing the buildings up to the fence line. You need to be aware that's not going to get rid of the homeless problem. Those people are living in the mangroves that are owned by both Broward County, Community Redevelopment Agency. Those are protected mangroves, you cannot just tear them down. So what you're going to do is give an, put in a vacant property and you can't touch the source of the problem. So nobody's going to be there to keep the homeless out of the mangroves.

So, I think you need to be aware, we didn't come here preparing to deal with social issues, but since they were raised, I want to address them. And you want to tear the buildings down, that's fine, that's a choice that you guys have to make, but it's not going to solve the problem. We think the best way to solve the problem is to redevelop the property. We're willing -- and I've already indicated previously with Mr. Battle - we're willing to talk to the associations in this process.

MR. SCHERER: Thank you.

MR. DRUM: All right, thank you for your time.

MR. JARRETT: Mr. Chair, I have one quick question for Mr. Drum.

MR. SCHERER: Sure.

MR. DRUM: Yes sir.

MR. JARRETT: I'm not familiar with your company. Do you have a track record in Broward County of similar projects in size and scope?

MR. DRUM: In Broward County, I do not. I was a contractor for 23 years up in Kentucky and Ohio. Primarily HVAC and electrical.

MR. JARRETT: So, you haven't done a similar project here locally.

MR. DRUM: Down here, no I have not. But I have --

MR. SCHERER: Are you a Florida contractor?

MR. DRUM: I'm sorry?

MR. SCHERER: Are you a Florida contractor?

MR. DRUM: No sir. We're not going to, we're going to use licensed contractors on any work that we do, so.

MR. LARSON: What part of Ohio?

MR. DRUM: Yes sir?

MR. LARSON: What part of Ohio?

MR. DRUM: Southern Ohio. Cincinnati area. Zagers Department Stores was, we had a three-state contract with them just --

MR. LARSON: I know where you're from.

MR. SCHERER: Okay. Thank you. Thank --

MR. PHILLIPS: What brought you down here, this project?

MR. DRUM: I was born down here. I've lived here most of my life and this project was brought to my attention and we looked

at it and we thought it was feasible. Do we intend to do it, I don't know. We don't have a physical plan in place. We were to the point where we're willing to help protect the property and seal it. And there is a fence around it by the way, it's not a good fence, but it is fenced in.

MR. SCHERER: Okay, thank you.

MR. DRUM: Thank you.

MR. SCHERER: Bank of America you want --

MR. HEKKANEN: If I can just briefly respond.

MR. SCHERER: Sure.

MR. HEKKANEN: You all are absolutely right, it's not a social issue that we're here about. It's whether this unit is safe or unsafe. Our understanding, and we think the record would reflect from the last meeting that the issue of whether it was safe or unsafe is if the metal shutters stayed up. And we came here with a plan to make sure that those were paid for and they would stay up. Now, if the findings are that further remediation needs to be undertaken to make sure that project is safe and should be knocked down, then we would appreciate having the time to --

MR. SCHERER: The findings were that the violations exist as alleged. And the shutters was just a temporary means to keep people out. So it has nothing to do with whether the building is safe or unsafe.

MR. HEKKANEN: Understood. But we believe that the record

reflected from the last meeting that the shutters were the key issue to keep that building safe or unsafe.

MR. SCHERER: They were at that time. They were that, that was the main issue --

MR. HEKKANEN: And to --

MR. SCHERER: -- to make sure that the shutters were stayed on so people wouldn't go in and out of the place.

MR. HEKKANEN: And we are prepared to fund, to fund, as we discussed before, to make sure that --

MR. SCHERER: And if you review of the record, you guys said that to us last time too.

MR. HEKKANEN: I'm sorry?

MR. SCHERER: That was told to us last time as well.

MR. HEKKANEN: I'm stating on the record, if you, if we, I'd be happy --

MR. SCHERER: I understand. We've already had this conversation so is there anything new that you need to add?

MR. HEKKANEN: The only thing new is, it was asked before, what's different today? What's different from last time that we were all standing around here? The difference is organization. Bank of America hired us, they realized how many interests they held in the building. They had 10 different law firms, ones and twos. They've given us the marching orders. They've said, you take, we have, we recognize, we have a 64% interest in this project.

You help us figure out what we can do. We're here, we're here to work with not only Mr. Drum, any investor that has an idea. We're here to work with the City. If there, if there's some interest there that we can work with. But we just don't want to make a decision that -- we can't go back in time after it's demolished. We can't go back.

And we, after talking to some investors, we believe there is an opportunity to make use of the buildings as is and on behalf of Bank of America, we find it hard to believe that this structure would be so unsafe with the metal shutters that it would be allowed to stand for 60 days until we came back to discuss this issue here again today.

MR. WEYMOUTH: Why has Bank of America not foreclosed on so many of the units? We're hearing that there's only a handful that have actually gone back to the banks or Fannie Mae or whoever.

MR. HEKKANEN: I'm glad you asked that and it's honestly, this is the first hearing that I've ever heard a borrower complain that we're not foreclosing fast enough. I can't speak to each foreclosure shop that was worked working on each foreclosure, but Bank of America is more interested in figuring out what are we going to do with these units. Can we work with the borrowers and investors to sell them rather than just throw out money to foreclose and interest to take it back from borrowers that aren't interested anymore, just to pay, not to

pay people like me and the other attorneys' fees when they could be put putting it towards actually rehabbing the project or [inaudible]

MR. SCHERER: You could donate it to a park.

MR. PHILLIPS: Mr. Chairman?

MR. WEYMOUTH: I'm sure that most of the borrowers have moved on. Would deeds in lieu of foreclosure be a position that the bank would entertain?

MR. HEKKANEN: We would absolutely entertain that. We always entertain reasonable settlement options and deed in lieu is one way to save attorneys' fees and costs.

MR. SCHERER: Jack?

MR. PHILLIPS: Mr. Chair? Can I --

MR. SCHERER: Sure.

MR. PHILLIPS: What is your name sir?

MR. HEKKANEN: Justin Hekkanen.

MR. PHILLIPS: Mr. Hekkanen, how many mortgages do you have?

MR. HEKKANEN: We have mortgages on 37 units. Some units have multiple mortgages.

MR. PHILLIPS: What's the average mortgage? Fifty, eighty thousand, I don't know.

MR. HEKKANEN: Hundred fifty thousand. Hundred to a hundred fifty thousand.

MR. PHILLIPS: Well, forget about what the inflated

mortgage rates are based upon inflated values, but, even if they're worth 50,000 each, it's well over a million and a half. How many units, you said?

MR. HEKKANEN: Thirty-seven.

MR. PHILLIPS: Thirty-seven? You're dealing, well, almost \$2,000,000. So that's another factor, is Bank America, who is a corporate entity, should we demolish it, cost a minimum a million and a half. That's just a rhetorical question, but it's something to be considered. And I don't think that we're facing anything that, and you know, maybe this is a forum in which very difficult decisions like this should be worked out, because we have the hammer to knock it down. You know what, I really think we got their attention. So --

MR. HEKKANEN: You absolutely have our client's attention.

MR. PHILLIPS: But do you have a checkbook to write the check that really will make a difference. And if Mr., this gentleman, comes back another month, giving the same answers to Chairperson Scherer like we don't really know yet, we may have some money. You know, money talks, baloney walks.

So I would like to see some firm letters of intent, some real investors, I'd like to see Bank America tell a lot of the individual mortgagors deed in lieu of foreclosure, we're going to forgive your obligation. Because you guys are going to get the property back one way the another. You know what, let these people go.

MR. SCHERER: Okay. That's definitely beyond our scope.

MR. PHILLIPS: I don't think it is.

MR. SCHERER: I mean --

MR. PHILLIPS: We can do it.

MR. SCHERER: I mean, okay.

MR. PHILLIPS: It's what I'm going to consider.

MR. SCHERER: I think you get the point. So, so, the --

MR. HEKKANEN: We get the point. And we would only ask to give us the marching orders to say, give us, whether you, 30 days, 60 days, 90 days. Give us, yes, give us the conditions give us the amount of time. We're spearheading this effort, give us a --

MR. SCHERER: I mean, there was an important fact that you didn't tell us before is that you've got \$150,000 per unit on average, times 37 units. That, to me, makes a big difference.

MR. HEKKANEN: We are heavily invested in this unit. If, we understand that these properties are appraising at about 5,000 per unit now.

MS. HALE: Yes.

MR. HEKKANEN: That's our understand.

MR. PHILLIPS: Well, in the condition it's in.

MR. HEKKANEN: As is, as is. Rehabbed, certainly the possibility of more, but as is. But even having the ability to get that value back would offset our losses.

MR. SCHERER: That didn't really help your argument.

MR. HEKKANEN: What's that?

MR. SCHERER: That didn't exactly help your argument.

MR. HEKKANEN: Well, just the fact that if it's completely demolished, we're not looking at one-and-a-half, two million - we're looking about four million plus losses if it's just demolished and knocked down.

MR. PHILLIPS: Well, I mean, for example, you can speak to this gentleman, they may say, you know what, not going to rent it to families. There's a need for the elderly that are downsizing, that need smaller place. This maybe a lower income affordable housing for an elder couple, for seniors. There's certainly not a lot of places for them.

MR. HEKKANEN: We're open to working at all options.

MR. WEYMOUTH: And I don't think we need to look at this to see how Mr. Drum brings this in. I think we need to see the ownership come together and unite and come up with a solution, whether it's that gentleman there, or somebody you don't know or internally or, or, or.

But I don't really care about a letter of intent because of that, there's going to be so many disclaimers and ways to get out of it. I want these guys to be on the hook. You know, and that means that you guys take over the shutter program immediately, not while we're talking about it and if you approve it.

Move that contract right now, and if he's part of that

solution, fine. Make him on the hook for that. But I don't want to hear what a third-party person is doing. I want to hear what the owners are doing.

MR. HEKKANEN: Understood. And we're prepared to deal with the shutter issue today.

MR. SCHERER: Okay. Thank you.

MR. HEKKANEN: All right, thank you.

MR. SCHERER: All right, I'd like to bring it back to the Board for discussion if we need any more. I'm sorry, sure.

MR. WEYMOUTH: Did you have a comment ma'am?

MS. ADAMS: I think the point today, I'm Pamela Adams, 425 Northwest 23rd Avenue, right around, right across the street from this. I think the point here is that this is an unsafe structure. It's not whether, who owns what, unsafe. And I understand there have been bad investments, but it seems to me that the charge here for the Board is to make this decision. There's been delay after delay, continuance after continuance. And again I'm asking as a taxpayer, a business owner, a resident in the neighborhood, please find that this is an unsafe structure and let's move on. Thank you. And demolish the building.

MR. SCHERER: Thank you.

MR. WEYMOUTH: Thank you.

MR. SCHERER: I mean, I'll open up the discussion for the Board, is that I would have preferred to see a lot more

homeowners here interested in saving their properties. I mean, we have one --

MR. CROGNALE: John, I have a comment.

MR. SCHERER: -- of the 58 units. And knowing the values, it's important that we know how much Bank of America has invested in this. That's a big issue. But again, they're valued at minimal today.

MR. CROGNALE: Here's my comment, John. We've, as Board members in the past, have granted these extensions under extenuating circumstances to, I'm going to pull one out that everybody knows, the Jungle Queen, to allow, you know, to correct deficiencies. So, what we're saying now is, do we want to continue that, to allow to correction or to take it as face value as an unsafe structure or for instant demolish.

MR. SCHERER: Anybody else, Joe?

MR. HOLLAND: Go ahead.

MR. BARRANCO: Yes, my job up here, John Barranco, the architect, is to talk about it from an architectural standpoint. We've talked a lot about whether it's safe or unsafe. The shutters were added to keep people out, and that's what the code says we have to do. Just to keep anybody from going in there and getting hurt. That doesn't change the fact that this building was never designed as an open structure.

These shutters aren't built to protect it from a hurricane. It's 100% vulnerable to hurricanes and to the neighbors. So

when we look at this building and we say it's safe, there is still a possible hazard there. These shutters were never intended for hurricane winds, it's just to keep people out and obviously that's not working.

The structure itself is designed with windows that meet wind pressures and keep that wind out of the building. Where in essence, and I'm not a structural engineer and I'd defer to you, Joe, but, it's a balloon. And the whole roof could blow off this thing and again, we've already said it's an unsafe structure. Everything about this thing is unsafe.

If we're going to vote here today, and I'm going to, with a straight face, vote on this thing, it's unsafe. And I'm going to move that we demolish the structure immediately. And that's what I'm here to speak to. A lot of the cases we have had like Jungle Queen, there is an interested party, and there is somebody that wants to get something done.

And we've had people, we've had those tough luck cases where we've had them sitting here and tears come to our eyes, and they live there, and their families live there forever, and those decisions are a little bit easier for me, and I grant those extensions and hopefully things work out for them. But in this case, we've been in this, just us, three months.

A lot of the homeowners have been in this two years, two years, and it's, clock is still ticking. They're here before us now and Justin from Bank of America said if we demo this thing

there's no turning back. I think we've been going backwards for the last two years on this thing. And I think it's about time we get this thing on track and do what we need to do.

And no turning back seems like a really good thing because I think we'll get it going in the right direction if we turn back. The thing's been going downhill for a long time. So that's where I stand on it, you know where I'm going to vote so.

MR. SCHERER: Okay, anybody else?

MR. HOLLAND: Yes, I'd like to concur with the thoughts of my colleague and request that he make that motion.

MR. PHILLIPS: Well, I'd like to say something.

MR. SCHERER: Well, we can, if you'd, if someone would like to make a motion or -- Jack?

MR. PHILLIPS: I'd like to make a comment. I'm not saying that it, that it shouldn't be demolished. I'm just saying it's, I honestly believe it's premature. We're almost at the point of demolishing it but I don't think we're there yet. There's very few absolutes in life and these are one of those areas where, and it's only been three months.

I was on the Code Enforcement Board with Pat for six years. We had cases that went on for years. Every six months, every, and it would come back and give an update. And, you know, to demolish something is a very, very final act. That's, and I'm not taking that lightly and I really think that this attorney, this gentleman, and Mr. Drum, I don't know if he, I'd like to

believe that he's really legitimate and he has good intentions and he's just not blowing smoke. He's been here from the beginning, he's expressed an interest.

I'd like this property not to be demolished because it's a source of funding. I don't think anything is going to be done for 10 years if this is demolished, realistically. You're going to have fights over the bank, who owns what section of the dirt for years. You have homeowners that have mortgages that are going to face deficiency judgments. Miss Phillips is going to have a judgment for 80 or 90 or 100 grand. She goes bankrupt, she's not going to be able to get another piece of property.

This is an opportunity to use the leverage with the banks to maybe let these people off the hook, to get the place rehabbed. Who's going to live in it? I don't know. I certainly know that Miss Weeks' homeowners association is going to be involved whatever done.

So, I think the social issue is important. So, we've had, you know, every case that comes before us for the most part is an unsafe structure. That's what this Board is. So when the City brings the case, it's, they're unsafe and we say we find it's unsafe, but we give them time to make it unsafe.

MR. WEYMOUTH: Safe.

MR. SCHERER: Safe.

MR. HOLLAND: Safe.

MR. SCHERER: Okay.

MR. PHILLIPS: To make it safe. To take, to make it safe, and that's really what our decision is, in all due respect to the homeowners group. So I would like to give them another 90 days. And if they, or, 63 days, 63 days better and I will probably take a different approach if it's same old story in 63 days, we don't have real, hard documentation, commitments rather than some guy that comes down from Ohio and says he likes to do this.

And with Bank of America, I think there's a practical thing going on here too. Why don't banks want to get title back? Because once they get title the property's subject to code enforcement liens which generalize to the whole county and all the properties that they own. So there's another whole layer of legal lien implications here.

MR. LARSON: Jack, those are not our issues.

MR. SCHERER: Okay.

MR. LARSON: We're dealing with strictly the fact is, is it safe or is it unsafe.

MR. SCHERER: So, Jack would you like to --

MR. LARSON: I think you're going to little bit off [inaudible]

MR. PHILLIPS: Anyway, my recommendation is you give them 63 more days.

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

MR. LARSON: Mr. Chair?

MR. PHILLIPS: I think Don has something.

MR. SCHERER: Don?

MR. LARSON: The issue with me is not with the shutters, it's not with anything else like that because they were just put there to stabilize what's already there. The issue is, which the City did a very good job showing the information, and it was judged to be unsafe. And that's think is what the issue is.

Yes, there's going to be, there's going to be circumstances with individuals and things. And can it be better or will it go backwards or will we stay status quo? Those are always going to be issues out there on the side. But if this issue and is it unsafe and it's over 40 years old. I'm sorry, I'm dealing with that now, on a 44-year-old building that I'm president of 336 units and believe me it's, they're in bad shape. And they, in regards to the plumbing and the some of the structures in these buildings. And at this point with the thing I have to agree with the City it is unsafe and my vote would be to demolish.

MR. SCHERER: Is there anybody that would like to make a motion?

MR. PHILLIPS: I'd like to make a motion that we --

MR. JARRETT: We've already found them --

MR. PHILLIPS: We've already found them to be an unsafe structure so where is the language --

MR. BARRANCO: There is no language.

MR. PHILLIPS: I'd like to move we grant the 63-day extension.

MR. SCHERER: Motion, is there a second?

MR. WEYMOUTH: I'll second that.

MR. SCHERER: Any discussion on the motion?

MR. CROGNALE: Yes.

MR. PHILLIPS: I just have one thing to say. Don you said it's 44 years old, I remember the photographs from our first hearing 90 days ago --

MR. LARSON: No, I didn't say that one's 40 years old, I said I'm dealing with --

MR. PHILLIPS: Oh. The suggestion that this project is 40 years old, this lady mentioned that, or someone did, I think it was renovated 10, 15 years, less than that, if I'm not mistaken. And I remember looking at the pictures, but for the vandalism they didn't look too bad inside. Granted, it's small, but the popcorn ceilings, the drywall, the doors, the windows that weren't taken out, the cabinetry, it doesn't look to me like it was more than 10 years old.

MR. SCHERER: So is there any --

MR. PHILLIPS: So, what's the only thing I can recall from the photographs. Joe has a comment.

MR. CROGNALE: Comment, Mr. Chair.

MR. SCHERER: Sure.

MR. CROGNALE: Ginger, this is, this would be a question

for Ginger, an opinion. Where does it put the City, and us as the Board, because I see a very divisive audience today, very divisive. I mean, there's not a middle ground, there's no maybes in here. Where does that put us if we declare one way or the other to hurt one side or the other? One side's going to be damaged. That's the way the ball, that's the way the cookie crumbles?

MS. WALD: Ginger Wald, Assistant City Attorney, I don't know if that's a legal question. I think that may be a question as, do you like it or not like it. That's your job, unfortunately. Not every case is that way, but you've already heard the testimony, the case is this way.

What you have to keep in mind is the criteria that's in front of you which we talked about many a times and in the last case and you have also talked about and the City has also testified too, whether the violations still exist that you previously found in the first hearing and whether those violations make these structures, every single individual unit, as the buildings themselves unsafe, and whether they should be demolished and that is the only determination that you have to make today. Or not, and give an extension.

MR. SCHERER: Okay, Joe?

MR. HOLLAND: Yes, maybe this helps answer your question Joe, but I think the banks have been given the chance to come with a material plan, and in no uncertain terms, and they've

failed. They've failed this society on all levels. This is symptomatic of that, it's time we drop the shackles and get it over with and I think we've got to order a demolition and not foot drag anymore. The chance was there and it was not seized.

MR. WEYMOUTH: Mr. Chair?

MR. SCHERER: Yes.

MR. WEYMOUTH: I agree with Mr. Phillips and one of his comments earlier that I think that we need to respect some of the interests that banks have but I have a very short fuse when it comes to it that in 63 days if it, if in fact that motion holds, which I suspect it won't, that my position will change as well, if they show up and say well geez, you know, the gentleman from Ohio went by the wayside, but we've got -

That's why I put it back to the owners. I want to see Bank of America and all the other banks come back united as one person. I don't want to hear from a bunch of [inaudible]. For me, personally. But 63 days is enough time, I think, for them to come back with a complete game plan. If they're serious about it and if not, then that'll answer the question for me.

MR. SCHERER: Joe?

MR. HOLLAND: And one more quick point we've talked about in the past. Sometimes it takes an order of demolition to spur the real and needed action from the banks. It isn't so absolute, they can't intervene and stop the demolition. We've understood that mechanism, that exists.

MR. PHILLIPS: How can they do that?

MR. SCHERER: Hang on, let him finish please.

MR. PHILLIPS: I don't think they can do that.

MR. HOLLAND: Well, I mean, if they submitted a plan that, well maybe, maybe I'm wrong on that. If there was a concerted effort to do that it would have happened. I mean, I guess in this case, maybe there isn't enough time to submit plans and things of that nature, but.

MR. WEYMOUTH: What's distressing is, we gave them a 60-day extension two months ago

MR. SCHERER: Ninety.

MR. WEYMOUTH: And everything I've heard of late is, we've gotten together in last two weeks, which always bothers me. In the previous case, the plans were submitted this morning. Everybody's doing this stuff just in time to put on a good face for this Board. So I don't, I'm not siding with one side or the other, other than to me there's more than \$5,000 worth of value to those units. I think there's something there to be salvaged and --

MR. SCHERER: You're about to side with one side or the other in about a minute, so.

MR. WEYMOUTH: I know.

MR. SCHERER: So, if there's no more discussion we'll take, put it to a vote.

MR. JARRETT: Can I --

MR. PHILLIPS: I just want to make clear I agree that I've had it. And in 63 days I will almost certainly vote for demolition if they don't come in with concrete matters. I think the Board, I ask all of you to join and giving the 63 days because I think we've been so clear and put such pressure on them they cannot come back here with any chance of expectations of further delay.

MR. WEYMOUTH: My only reservation is I don't want to see Ms. Paris have to read all those [inaudible] poor lady. I look down here.

MS. HALE: I know.

MR. SCHERER: All right, if there's no more discussion --

MR. JARRETT: John?

MR. SCHERER: Oh, sorry. Two more.

MR. JARRETT: It would appear by the discussion that has just gone on that we are divided between demolition today and giving them an extension, an opportunity.

MR. WEYMOUTH: Well it's not unanimous, put it that way.

MR. SCHERER: We'll find out in a minute.

MR. JARRETT: We'll find out in a minute.

MR. WEYMOUTH: If the Chair want to call it.

MR. JARRETT: But perhaps, and let me say that I'm not of the opinion that I want to give them another 65 days. I'm not necessarily saying that I want to demolish it tomorrow. And maybe this might be a little compromise, a friendly, help me

Ginger, amendment --

MR. CROGNALE: There it is.

MS. HALE: She's busy.

MR. JARRETT: -- to the motion to change it from 65 days to the 35 days and maybe that will be a compromise that the Board could live with. And there would have to be certain stipulations added that certain progress be made, which I'm not ready to stipulate that, the motion maker needs to do that.

MS. WALD: Ginger Wald, Assistant City Attorney. To answer your question, in regards to that, yes, the motion maker would have to be the one to amend, and we should vote anyway. But as we had told you last time, and please understand this, and of course you can make a motion, anything you want to do, but understand for staff, that there are 58 properties, and we have to send, and there's about 50 owners. Plus we also have to send notice to the interested parties.

We have to do title searches again on each one of them and also to send the notices out. So as we were here last time two months ago and it was being kind of discussed whether to come back within 30 days or 35 days, the request was made by staff and me joining in that if you're going to do that to give more time to staff to do the title searches and to send out all of the notices that we must send out because we have to give the notices the due process. That's step number one. And so just, you don't have to listen to us, but just to provide that

information to you so you remember. Thank you.

MR. SCHERER: And we have another \$12,000 in rent for the shutters.

MR. WEYMOUTH: Well, I think --

MR. PHILLIPS: You know, you know, can I just say the reason I normally, when I'm on the Code Board or as on this Board, I always say 90 days, because it seems 30 days is too much work for the staff, too much paperwork, doesn't really give them enough time to get things done. So to me 90 days goes by like this quickly.

MS. HALE: It doesn't matter; we don't have a meeting in 90 days. That's why you have to have 60.

MR. PHILLIPS: Well, that's why Pat's on the Board.

MR. SCHERER: Okay so, we --

MR. PHILLIPS: So that's why I said 63.

MR. SCHERER: So, you're not going to amend the motion, okay.

MS. HALE: Well --

MR. PHILLIPS: Well, I would amend it if the Board, if the other Board members think that amending it to 30 days would be helpful.

MR. SCHERER: But you, you made the motion so --

MS. HALE: No.

MR. HOLLAND: No.

MR. PHILLIPS: I would do that. I would prefer not to

amend it.

MR. SCHERER: Okay, so then the motion is not amended, so we're going to call a vote. All those in favor of the motion made, please say aye.

MR. WEYMOUTH, MR. PHILLIPS, MS. HALE, MR. CROGNALE: Aye.

MS. PARIS: Roll call.

MR. SCHERER: Okay, we'll do a roll call. And the motion is --

MS. PARIS: If we're going to do a roll call, we would please ask the Board members to either state yes or no. There was some confusion.

MR. SCHERER: Okay.

MS. PARIS: And our recorder has asked that we state yes or no.

MR. SCHERER: Yes that you support the motion or no that you do not support the.

MS. PARIS: Correct.

MR. SCHERER: And the motion is for a 63-day extension.

MS. OPPERLEE: Mr. Phillips?

MR. SCHERER: Okay.

MR. CROGNALE: Starting over here?

MR. WEYMOUTH: No, she's going to call it.

MR. SCHERER: She's calling.

MS. WALD: Call roll.

MS. OPPERLEE: Mr. Phillips?

MR. PHILLIPS: Yes.

MS. OPPERLEE: Mr. Barranco?

MR. BARRANCO: No.

MS. OPPERLEE: Mr. Crognale?

MR. CROGNALE: Yes.

MS. OPPERLEE: Ms. Hale?

MS. HALE: Yes, yes.

MS. OPPERLEE: Mr. Holland?

MR. HOLLAND: No.

MS. OPPERLEE: Mr. Jarrett?

MR. JARRETT: No.

MS. OPPERLEE: Mr. Larson?

MR. LARSON: No.

MS. OPPERLEE: Mr. Weymouth?

MR. WEYMOUTH: Yes.

MS. OPPERLEE: Chair Scherer?

MR. SCHERER: No.

MS. WALD: Fails. Fails 4 to 5.

MR. SCHERER: Motion fails.

MS. WALD: Any other motion?

MR. PHILLIPS: I would like to make a motion --

MR. HOLLAND: So I, um --

MR. PHILLIPS: -- that we provide them a 30-day extension
of time.

MR. SCHERER: Thirty --

MR. PHILLIPS: Thirty-five-day extension of time.

MR. SCHERER: There's a motion, is there a second on the motion?

MR. WEYMOUTH: I'll second that motion.

MR. SCHERER: All those in favor say aye.

MR. PHILLIPS, MR. WEYMOUTH, MR. CROGNALE: Aye.

MR. SCHERER: Opposed?

MR. BARRANCO, MR. LARSON: No.

MR. SCHERER: We're going to do a roll call again.

MR. PHILLIPS: Roll call.

MS. OPPERLEE: Mr. Phillips?

MR. PHILLIPS: Yes.

MS. OPPERLEE: Mr. Barranco?

MR. BARRANCO: No.

MS. OPPERLEE: Mr. Crognale?

MR. CROGNALE: Yes.

MS. OPPERLEE: Ms. Hale?

MS. HALE: Yes.

MS. OPPERLEE: Mr. Holland?

MR. HOLLAND: No.

MS. OPPERLEE: Mr. Jarrett?

MR. JARRETT: Yes.

MS. OPPERLEE: Mr. Larson?

MR. LARSON: No.

MS. OPPERLEE: Mr. Weymouth?

MR. WEYMOUTH: Yes.

MS. OPPERLEE: Chair Scherer?

MR. SCHERER: No.

MS. WALD: Passes 5-4.

MR. SCHERER: So, motion passes. You have a 35-day extension, and --

MR. WEYMOUTH: Again, let me stress my yes will go to a no very quickly in 35 days if there isn't a united front and some way that you guys have taken over the payments of the panels, the storms, the fact, all the costs involved in perpetuating this thing.

MR. PHILLIPS: Can I -- Mr. Chair, can I ask Ginger something?

MR. SCHERER: Um --

MR. PHILLIPS: Ginger, as a City who probably has costs involved and it is definitely a stakeholder in this, is the City allowed to participate in contract negotiations with Bank of America? Maybe this gentleman and others as sort of --

MR. WEYMOUTH: That's going to come with their proposal.

MR. PHILLIPS: -- to set up a meeting over the next month to see if they can come to a written agreement about payment for the panels, future payment of the panels, agreement to deed in lieu of foreclosures and this gentleman's investors that are seriously interested in putting something in writing. Can the City participate in that?

MS. WALD: Ginger Wald, Assistant City Attorney. There nothing that bars the City, if it's requested by any party or person, of a City representative to show up at a meeting.

MR. SCHERER: Okay.

MS. WALD: Thank you.

MR. SCHERER: All right, any new, any other business?

MS. PARIS: We have a couple of issues so please, if the Board would just wait.

MR. SCHERER: Sure.

MS. PARIS: We need to discuss something with Brian and Inspector Ford would also like to address the Board.

MR. SCHERER: Okay, Burt?

INSPECTOR FORD: I have nothing to say about this case.

MS. HALE: Okay, Burt, Burt, is it any, they're all standing there looking.

INSPECTOR FORD: No, no, it has nothing to do with this case whatsoever.

MS. HALE: Okay.

INSPECTOR FORD: I just want to, if I misspoke on the first case when I said the place burned well, it was not to be an amusing comment. It just was to state that it burned very quickly, and I take this position very seriously and I don't ever make quips about anything like that and that was not my intent so I just want to make sure that that's understood.

MS. HALE: The rental, no.

MR. HOLLAND: Yes. That's how --

MR. BARRANCO: That's understood. We take it serious.

MR. PHILLIPS: I don't think anyone on the Board thought you were less than serious.

MR. WEYMOUTH: I didn't take it that way, so don't feel that --

INSPECTOR FORD: I just want that on the record that that was not the intent.

MS. HALE: No.

MR. HOLLAND: Thank you for that.

MR. SCHERER: Okay.

MR. MCKELLIGETT: Brian McKelligett, City of Fort Lauderdale, I just want to --

MR. BARRANCO: Hold on. Guys, hold on. Could we clear the room, everybody?

MR. SCHERER: Yes. If you guys are not --

MR. BARRANCO: Hello? We're still having a meeting here. Could you please clear the room?

MR. MCKELLIGETT: I just wanted to address the matter that Ms. Hale brought up. In the last year we did not meet in the month of December. I just, we're getting close to the end of the year for your planning purposes. We want to make sure that your intention is to do the same this year. It doesn't have to come to a vote.

MR. WEYMOUTH: What would the date be?

MR. MCKELLIGETT: It would be December 16 I believe. Yes, December 16.

MR. SCHERER: Yes. Okay.

MR. WEYMOUTH: [inaudible]

MR. MCKELLIGETT: The Code Enforcement Board, as you know, does never meets in the month of December for many reasons.

MS. HALE: [inaudible] the Code Enforcement Board. I mean have very busy social schedules. Unsafe Structures is very unsocial.

MR. PHILLIPS: Well, I, I respectfully, I enjoy this Board, I'm honored, and I would like to have Christmas and Hanukkah cookies here at our meeting.

MR. SCHERER: Okay so, we'll vote next time.

MR. JARRETT: Maybe you can come in by yourself.

MR. SCHERER: You guys have, you have 35 days to think about it so let's, thank you.

MR. MCKELLIGETT: Okay, we can bring it up next month. Yes.

MR. BARRANCO: Thank you.

[INDEX](#)

Communications to the City Commission

MS. PARIS: And of course our last thing is Communications to the City Commission.

MR. WEYMOUTH: Wasn't there something that we talked about when we opened up this meeting today that we said that should be

communicated. I don't remember what it is now, so.

MR. PHILLIPS: About being contacted by *ex parte* phone calls?

MS. WALD: No. This is Communications to the --

MR. SCHERER: For the Commission.

MS. WALD: -- excuse me, Ginger Wald, Assistant City Attorney. This is the last thing on your agenda.

MR. SCHERER: Right.

MS. WALD: And it's whether you have any specific Communications to the City Commission that you'd like to City Commission to know about. That's all.

MR. JARRETT: Can we ask them to take the last case and deal with it.

MR. PHILLIPS: I'd like, I'd like to --

MR. HOLLAND: This is usually handled very, very carefully, I might remind us.

MR. WEYMOUTH: There was some -- I can't remember what it is.

MS. WALD: Okay.

MR. SCHERER: Okay.

MS. HALE: No, I think my, we were talking about the fact that they had all called us.

MS. WALD: Well, we're not there yet.

MR. SCHERER: Yes.

MS. WALD: No.

MR. SCHERER: I'll take a motion to adjourn from anybody.

MS. HALE: That wasn't the --

MR. PHILLIPS: I have one request to the City.

MS. WALD: Okay, it has to be by consensus to the City Commission.

MR. SCHERER: I have to [inaudible] I've got to go.

[Chair Scherer left the meeting at 4:24]

MR. PHILLIPS: I would like the City Commission to appoint a, either a real estate representative or Assistant City Manager to lead a committee to coordinate --

MS. WALD: We can't talk about that case. We can't talk about that case, the people are not here to talk about a -- you're talking about the specific case with New River Condos?

MR. LARSON: You can talk about that now.

MS. WALD: You can't talk about the case that the people here.

MR. PHILLIPS: They decided to leave.

MS. WALD: We just made them leave.

MR. BARRANCO: No, I demanded they leave.

MS. WALD: John, we just asked them all to leave, we told them the case was over.

MR. PHILLIPS: You know what, I would like to City Commission to appoint a representative to be the, to be an ombudsman for the last case.

MR. HOLLAND: Point of order, you're out of order.

MR. PHILLIPS: To coordinate the contacts amongst the stakeholders.

MS. PARIS: We would need a vote because it has to be by consensus.

MR. BARRANCO: Was that an official motion?

MR. PHILLIPS: Yes, that's a motion.

MR. BARRANCO: Mr. Phillips, I believe you're the Chair.

MS. PARIS: We need a second, we need a second and a vote.

MR. PHILLIPS: Any, what, can I make a motion if I'm the acting Chair?

MS. PARIS: Sure, yes.

MR. PHILLIPS: Anyone like to second my motion?

MR. LARSON: Not me.

MR. PHILLIPS: Motion fails.

MS. PARIS: Do we have a second? Motion fails. Thank you.

MR. PHILLIPS: I would like it put on the record to the City that my motion was not seconded.

MS. PARIS: It will be on the record. We'd need a motion for that and then we would need to --

MR. PHILLIPS: Anyone like to make a motion to adjourn?

MR. JARRETT: I'll make the motion that we adjourn.

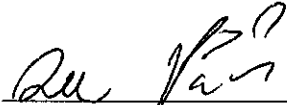
MS. PARIS: Second?

MR. HOLLAND: Second.

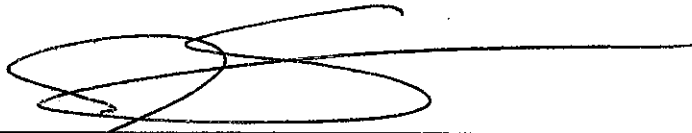
MS. PARIS: Thank you.

MR. PHILLIPS: Unanimous.

[Meeting concluded at 5:25 pm.]



BOARD CLERK



JOHN SCHERER, CHAIR

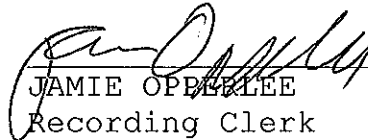
[Minutes prepared by: J. Opperlee, Prototype, Inc.]

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held September 16, 2010, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

Dated at Ft. Lauderdale, Broward County, Florida, this 10th day of October, 2010.

PROTOTYPE, INC.



JAMIE OPPERLEE
Recording Clerk

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

DATED this 21 day of OCTOBER, 2010.



D.J. GROSSFELD
MY COMMISSION # DD 667809
EXPIRES: April 26, 2011
Bonded Thru Budget Notary Services



NOTARY PUBLIC
State of Florida at Large

Notarial Seal: