

**CITY OF FORT LAUDERDALE  
 UNSAFE STRUCTURES BOARD  
 THURSDAY, JUNE 17, 2010 AT 3:00 P.M.  
 CITY COMMISSION MEETING ROOM  
 CITY HALL**

<u>Board Members</u>	<u>Attendance</u>	<u>Cumulative Attendance 10/09 through 9/10</u>	
		<u>Present</u>	<u>Absent</u>
John Scherer, Chair	A	3	5
John Phillips, Vice Chair	P	5	2
John Barranco [3:02]	P	7	1
Joe Crognale	P	8	0
Pat Hale	P	8	0
Joe Holland	A	7	1
Thornie Jarrett	P	7	1
Don Larson	P	6	1
Michael Weymouth	P	8	0

**City Staff**

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

**Communication to the City Commission: New River Condominiums**

By unanimous voice vote, the Board suggested: "We have granted an extension of time for the demolition to enable the stakeholders, the mortgagees, property owners, possibly the CRA, the City Manager's office, the home owners, to meet to, and the housing authority, to first and foremost resolve the issue of securing the premises with these PVS metal frames, and number two that the City perhaps might appoint a point person or an ombudsman to deal with issues of donating to a CRA type of facility or dealing with the banks to try to continue the payment of the monthly rental and C, to generally preserve this

property if it's economically feasible, quickly enough that we don't have to take the step of ordering its demolition."

**Witnesses and Respondents**

Kimberla Terry-Miller, CE10021729  
Joanne Mary Galipault, attorney  
Jennifer Mancebo, attorney  
Marline Simeon, CE10021674  
Sue King, CE10021630  
Lauro Caro, CE10021751  
David Thomas, CE10021711  
Yolanda Peavy, CE10021647  
Zachary Bailey, CE10021721  
A. Travis Harvey, CE10021685  
Gregory Taylor, attorney, CE10021734, CE10021629  
Garfield Wray, CE10021641  
Lucy Morales Hardy, neighbor  
Clifton Reed, CE10021702  
Annmarie T. Jones, CE10021624  
Samuel Small, CE10021714  
Scott Strawbrigde, Housing Authority, City of Fort Lauderdale

**Index**

<b><u>Case Number</u></b>	<b><u>Respondent</u></b>	<b><u>Page</u></b>
<b>1. CE10021620</b> Address: Disposition:	FEDERAL NATIONAL MORTGAGE ASSN 451 NW 23 AVE # 01 28-day extension to 7/15/10. Board approved 7-0.	<b><u>9</u></b>
<b>2. CE10021621</b> Address: Disposition:	MEISTER, JONATHAN M & MEISTER, LAURA 451 NW 23 AVE # 02 28-day extension to 7/15/10. Board approved 7-0.	
<b>3. CE10021622</b> Address: Disposition:	PHILLIPS, TAMI A 451 NW 23 AVE # 03 28-day extension to 7/15/10. Board approved 7-0.	
<b>4. CE10021624</b> Address: Disposition:	JONES, KAMILAH 451 NW 23 AVE # 04 28-day extension to 7/15/10. Board approved 7-0.	

Unsafe Structures Board

June 17, 2010

Page 3

- 5. CE10021625** GARCIA-ACOSTA, ANNETTE & ACOSTA, RICA  
Address: 451 NW 23 AVE # 05  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 6. CE10021626** SZNUK, EWA & SZNUK, ROBERT  
Address: 451 NW 23 AVE # 06  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 7. CE10021627** ALONSO, VICTORINO & ALONSO, LYDIA  
Address: 451 NW 23 AVE # 07  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 8. CE10021628** FEDERAL NATIONAL MORTGAGE ASSN  
Address: 451 NW 23 AVE # 08  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 9. CE10021636** MORENO, ANGEL  
Address: 471 NW 23 AVE # 09  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 10. CE10021629** DREAM MAKER INVESTMENTS LLC  
Address: 471 NW 23 AVE # 10  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 11. CE10021630** WACHOVIA MORTGAGE CORPORATION  
Address: 471 NW 23 AVE # 11  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 12. CE10021631** SAPP FAMILY LAND TRUST  
ABRAHAM & SWEENEY PA TRUSTEE  
Address: 471 NW 23 AVE # 12  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 13. CE10021632** EQUITY GATEWAY, LLC  
Address: 471 NW 23 AVE # 14  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

Unsafe Structures Board

June 17, 2010

Page 4

- 14. CE10021633** FEDERAL NATIONAL MORTGAGE ASSN  
Address: 471 NW 23 AVE # 15  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 15. CE10021634** COUNTRYWIDE HOME LOANS SERVICING, LP  
Address: 471 NW 23 AVE # 16  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 16. CE10021635** HALL, GABRIELA  
Address: 471 NW 23 AVE # 17  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 17. CE10021637** BENDER, LUDETHIA SCHERINE  
Address: 480 NW 24 AVE # 18  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 18. CE10021638** DRAKE, KWAN  
Address: 480 NW 24 AVE # 19  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 19. CE10021639** THOMPSON, RONALD  
Address: 480 NW 24 AVE # 20  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 20. CE10021641** WRAY, CHRISTINE A GEORGE  
Address: 480 NW 24 AVE # 21  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 21. CE10021642** GARCIA, TAMARA & JORGE  
Address: 480 NW 24 AVE # 22  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 22. CE10021645** BROWN, TERESA ANN  
Address: 480 NW 24 AVE # 23  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 23. CE10021647** PEAVY, YOLANDA D

Unsafe Structures Board

June 17, 2010

Page 5

Address: 480 NW 24 AVE # 24  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**24. CE10021649** DEUTSCHE BANK NAIONAL TRUST CO AS TRUSTEE

Address: 480 NW 24 AVE # 25  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**25. CE10021652** U.S. BANK N.A. AS TRUSTEE  
CITIGROUP MORTGAGE LN TR INC

Address: 500 NW 24 AVE # 26  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**26. CE10021655** CHASE HOME FINANCE LLC

Address: 500 NW 24 AVE # 27  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**27. CE10021659** HOUSTON, MARC & ROCHELLE

Address: 500 NW 24 AVE # 28  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**28. CE10021662** SECRETARY OF HOUSING & URBAN DEV  
C/O NATIONAL HOME MGMNT SOLUTIONS LLC

Address: 500 NW 24 AVE # 29  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**29. CE10021664** MARRERO, ORLANDO

Address: 500 NW 24 AVE # 30  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**30. CE10021666** GREGOIRE, JEAN YVES & NARCISSE, CARME

Address: 500 NW 24 AVE # 31  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

**31. CE10021667** CEBALLOS, LUIS COLPAS

Address: 500 NW 24 AVE # 32  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

Unsafe Structures Board

June 17, 2010

Page 6

- 32. CE10021668** VASQUEZ, ASHLEY JADE  
Address: 500 NW 24 AVE # 33  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 33. CE10021669** COPELAND, CATHYE LYNN EST  
Address: 510 NW 24 AVE # 34  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 34. CE10021672** ACOSTA, MARIA D SUAREZ  
Address: 510 NW 24 AVE # 35  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 35. CE10021674** SIMEON, MARLINE  
Address: 510 NW 24 AVE # 36  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 36. CE10021677** JOHNSON, SANDRA DIAS &  
JOHNSON, BARRON WILLIAM  
Address: 510 NW 24 AVE # 37  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 37. CE10021678** LUBIN, GERMAIN & ASTRIDE  
Address: 510 NW 24 AVE # 38  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 38. CE10021680** SOTO, MANUEL  
Address: 510 NW 24 AVE # 39  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 39. CE10021683** REDDING, MURIAL DELOISE  
Address: 510 NW 24 AVE # 40  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 40. CE10021685** MCMILLIAN, CAROLYN F  
Address: 510 NW 24 AVE # 41  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.

Unsafe Structures Board

June 17, 2010

Page 7

- 41. CE10021687** GROVES, TANYA AYESHA &  
LAWRENCE, GEVONNE ANTOINETTE  
Address: 510 NW 24 AVE # 42  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 42. CE10021692** PEREZ, JOSE ANTONIO & ILEEN  
Address: 510 NW 24 AVE # 43  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 43. CE10021696** GREEN, DIANA  
Address: 510 NW 24 AVE # 44  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 44. CE10021699** YERO, REISY  
Address: 510 NW 24 AVE # 45  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 45. CE10021702** REED, CLIFTON  
Address: 510 NW 24 AVE # 46  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 46. CE10021707** VALERIANO, NORA M  
Address: 510 NW 24 AVE # 47  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 47. CE10021711** GMAC MORTGAGE LLC  
C/O FEDELITY/GMAC MORTGAGE CORP  
Address: 510 NW 24 AVE # 48  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 48. CE10021714** SMALL, SAMUEL AUGUSTUS  
Address: 510 NW 24 AVE # 49  
Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.
- 49. CE10021718** JOLLY, KIM D  
Address: 510 NW 24 AVE # 50  
Disposition: 28-day extension to 7/15/10. Board

Unsafe Structures Board

June 17, 2010

Page 8

approved 7-0.

- 50. CE10021721** ARTIS, CURTIS & BAILEY, ZACHARY  
Address: 510 NW 24 AVE # 51  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 51. CE10021725** WACHOVIA MORTGAGE CORP  
Address: 510 NW 24 AVE # 52  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 52. CE10021729** MILLER, ANTHONY J JR  
Address: 510 NW 24 AVE # 53  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 53. CE10021734** JP MORGAN CHASE BANK, NA  
Address: 510 NW 24 AVE # 54  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 54. CE10021737** NELSON, KIMBERLEY VERNA  
Address: 510 NW 24 AVE # 55  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 55. CE10021741** SECRETARY OF HOUSING & URBAN DEVELOPMENT  
C/O NATIONAL HOME MORTGAGE SOLUTIONS,  
LLC  
Address: 510 NW 24 AVE # 56  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 56. CE10021744** MURRAY, SHERRI D  
Address: 510 NW 24 AVE # 57  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 57. CE10021747** NELSON, KAREN Z  
Address: 510 NW 24 AVE # 58  
Disposition: 28-day extension to 7/15/10. Board approved 7-0.
- 58. CE10021751** BONELLI, LUIS  
Address: 510 NW 24 AVE # 59



Disposition: 28-day extension to 7/15/10. Board  
approved 7-0.

The regular meeting of the Unsafe Structures Board convened at 3:01 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Board members introduced themselves in turn.

### **Approval of meeting minutes**

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

Mr. Barranco arrived at 3:02.

**All individuals giving testimony before the Board were sworn in.**

MS. PARIS: As you can see by your agenda there are 58 cases on the agenda, however, this is a little unusual. All of these cases pertain to the New River Condominium. There are five buildings, and I'm going to make a couple of suggestions as to how we read these cases in for the Board because the violations are the same for each unit.

You have the option of me reading every single individual

case in, that's option one. Option two would be simply accepting the agenda as submitted and option three, which is what I would recommend, is that I read in the five addresses so we know which buildings we're talking about, but it's up to the Board how you want to do that.

MR. PHILLIPS: Any discussion Board? Pat?

MS. HALE: No. Should I make a motion?

MR. PHILLIPS: Well, would you like group A, group B or group C?

MS. HALE: I like the addresses myself.

MR. PHILLIPS: Well --

MS. PARIS: That's fine; it's a consensus issue, right.

MR. PHILLIPS: She suggested that we don't have to read all the addresses.

MS. HALE: There's only five.

MS. PARIS: There's only five of them. Five buildings, right.

MR. WEYMOUTH: She meant the five buildings.

MS. HALE: Five buildings.

MS. PARIS: Right. Five buildings. Correct.

MR. MCKELLIGETT: [inaudible] read the five building addresses. She'll read the case numbers pertaining to those addresses, but not all the other information.

MR. LARSON: That's good, number three.

MR. BARRANCO: I'd like to make a motion that we go with

option C.

MR. PHILLIPS: Second?

MS. HALE: Yes, that's fine.

MR. PHILLIPS: Second. All in favor?

BOARD MEMBERS: Aye.

MS. PARIS: And the only other thing that the Board does need to decide on is, we do have quite a few respondents here to give testimony, and I don't know how you want to hear them if you want to go building by building, if you want in the order that they signed in.

MS. HALE: Some didn't raise their hand to swear so I don't think they wish to speak.

MS. PARIS: Some people are here to observe, yes. There were some people here to observe.

MS. HALE: Yes. There didn't appear to be too many hands.

MR. LARSON: Mr. Chairman?

MR. PHILLIPS: Can we ask the ladies and gentlemen, the audience how many have something that they would like to address to the Board that is significant to affect our decision?

MS. WALD: Just raise your hand.

MR. PHILLIPS: We have one, two, three, four, five, six, seven, eight, nine, ten. That's fine and everyone's welcome to speak, but we'd ask that if you, the items that you want to discuss is something that has been addressed by someone before you or similar topics that we just don't repeat it. Although if

you'd like to, you're welcome, but in an effort to move this along as quickly as possible, we'd ask not that you don't be repetitive, okay? Go ahead Madam Clerk.

MR. LARSON: Mr. Chairman?

MR. PHILLIPS: Anyone like to suggest a time limit?

MR. LARSON: Mr. Chairman?

MR. PHILLIPS: Don't?

MR. LARSON: My suggestion was, if they have, those that would want to speak, I think they should speak on just the address that they're coming up to speak on and not --

MS. HALE: They're all alike.

MR. LARSON: -- and not all, unless they have something on all of them.

MS. HALE: They're all alike.

MR. LARSON: Yes, but they're all alike at different addresses.

MR. PHILLIPS: Okay.

MR. LARSON: And they wouldn't have to speak on their, somebody else's, somebody else's problem, if they're not --

MR. PHILLIPS: Mr. Larson suggested that if you are going to speak that you identify your address and you speak as to the property that you own as opposed to the whole project.

MR. WEYMOUTH: We're going to hear these by building correct?

MS. PARIS: Correct, and I'll just very quickly, quickly--

MR. WEYMOUTH: So when we hear them by building we should probably also hear from just the residents of that building.

MS. PARIS: That's, again, after Burt presents his case that'll be up to you how you want to hear them or if there's only 10 or 12 we can do it in that order.

MR. PHILLIPS: Okay.

MR. LARSON: That's what I would like to have.

MR. PHILLIPS: All right.

MR. WEYMOUTH: [inaudible] bases.

MR. PHILLIPS: All right, on that --

MR. JARRETT: Something was mentioned about a time limit. But then we didn't address it actually.

MS. PARIS: And also, if the Board has no objections, since the violations are identical for each unit, when Burt presents his case, if the Board accepts, it will be for all of the units in total. Okay?

MR. PHILLIPS: Okay, that's fine.

MR. WEYMOUTH: Very good.

MR. LARSON: That's fine with me.

MR. PHILLIPS: Let's start with the first.

MS. PARIS: I'm going to read these through very, very quickly. On page one, 451 Northwest 23<sup>rd</sup> Avenue #1, CE10021620, page two, 451 Northwest 23<sup>rd</sup> Avenue #2, CE10021621, page three, 451 Northwest 23<sup>rd</sup> Avenue #3, CE10021622, page four, 451 Northwest 23<sup>rd</sup> Avenue #4, CE10021624, page five, 451 Northwest

Unsafe Structures Board

June 17, 2010

Page 14

23<sup>rd</sup> Avenue #5, CE10021625, page six, 451 Northwest 23<sup>rd</sup> Avenue #6, CE10021626, page seven, 451 Northwest 23<sup>rd</sup> Avenue #7, CE10021627, page eight, 451 Northwest 23<sup>rd</sup> Avenue #8, CE10021628, page nine, 471 Northwest 23<sup>rd</sup> Avenue #9, CE10021636, page 10, 471 Northwest 23<sup>rd</sup> Avenue #10, CE10021629, page 11, 471 Northwest 23<sup>rd</sup> Avenue #11, CE10021630, page 12, 471 Northwest 23<sup>rd</sup> Avenue #12, CE10021631, page 13, 471 Northwest 23<sup>rd</sup> Avenue #14, CE10021632, page 14, 471 Northwest 23<sup>rd</sup> Avenue #15, CE10021633, excuse me, page 15, 471 Northwest 23<sup>rd</sup> Avenue #16, CE10021634, page 16, 471 Northwest 23<sup>rd</sup> Avenue #17, CE10021635, page 17, 480 Northwest 24<sup>th</sup> Avenue #18, CE10021637, page 18, 480 Northwest 24<sup>th</sup> Avenue #19 CE10021638, page 19, 480 Northwest 24<sup>th</sup> Avenue #20, CE10021639, page 20, 480 Northwest 24<sup>th</sup> Avenue #21, CE10021641, page 21, 480 Northwest 24<sup>th</sup> Avenue #22, CE10021642, page 22, 480 Northwest 24<sup>th</sup> Avenue #23, CE10021645, page 23, 480 Northwest 24<sup>th</sup> Avenue #24, CE10021647, page 24, 480 Northwest 24<sup>th</sup> Avenue #25, CE10021649, page 25, 500 Northwest 24<sup>th</sup> Avenue #26, CE10021652, page 26, 500 Northwest 24<sup>th</sup> Avenue #27, CE10021655, page 27, 500 Northwest 24<sup>th</sup> Avenue #28, CE10021659, page 28, 500 Northwest 24<sup>th</sup> Avenue #29, CE10021662, page 29, 500 Northwest 24<sup>th</sup> Avenue #30, CE10021664, page 30, 500 Northwest 24<sup>th</sup> Avenue #31, CE10021666, page 31, 500 Northwest 24<sup>th</sup> Avenue #32, CE10021667, page 32, 500 Northwest 24<sup>th</sup> Avenue #33, CE10021668, page 33, 510 Northwest 24<sup>th</sup> Avenue #34, CE10021669, page 34, 510 Northwest 24<sup>th</sup> Avenue #35, CE10021672, page 35, 510 Northwest 24<sup>th</sup> Avenue #36, CE10021674, page 36, 510

Northwest 24<sup>th</sup> Avenue #37, CE10021677, page 37, 510 Northwest 24<sup>th</sup> Avenue #38, CE10021678, page 38, 510 Northwest 24<sup>th</sup> Avenue #39, CE10021680, page 39, 510 Northwest 24<sup>th</sup> Avenue #40, CE10021683, page 40, 510 Northwest 24<sup>th</sup> Avenue #41, CE10021685, page 41, 510 Northwest 24<sup>th</sup> Avenue #42, CE10021687, page 42, 510 Northwest 24<sup>th</sup> Avenue #43, CE10021692, page 43, 510 Northwest 24<sup>th</sup> Avenue #44, CE10021696, page 44, 510 Northwest 24<sup>th</sup> Avenue #45, CE10021699, page 45, 510 Northwest 24<sup>th</sup> Avenue #46, CE10021702, page 46, 510 Northwest 24<sup>th</sup> Avenue #47, CE10021707, page 47, 510 Northwest 24<sup>th</sup> Avenue #48, CE10021711, page 48, 510 Northwest 24<sup>th</sup> Avenue #49, CE10021714, page 49, 510 Northwest 24<sup>th</sup> Avenue #50, CE10021718, page 50, 510 Northwest 24<sup>th</sup> Avenue #51, CE10021721, page 51, 510 Northwest 24<sup>th</sup> Avenue #52, CE10021725, page 52, 510 Northwest 24<sup>th</sup> Avenue #53, CE10021729, page 53, 510 Northwest 24<sup>th</sup> Avenue #54, CE10021734, page 54, 510 Northwest 24<sup>th</sup> Avenue #55, Case CE10021737, page 55, 510 Northwest 24<sup>th</sup> Avenue #56, CE10021741, page 56, 510 Northwest 24<sup>th</sup> Avenue #57, CE10021744, page 57, 510 Northwest 24<sup>th</sup> Avenue #58, CE10021747, page 58, 510 Northwest 24<sup>th</sup> Avenue #59, CE10021751.

I believe that covers the agenda.

MR. PHILLIPS: Ladies and gentlemen what the clerk was doing - congratulations, that was well --

MS. PARIS: No problem.

MR. PHILLIPS: What she was doing is reading the case. See for example on page one, the case number is CE10021620, that's

the case number that the Building Department gives and she listed the address, 451 Northwest 23<sup>rd</sup> Avenue, apartment number one. So, she went through that quickly because all the violations are the same essentially in an effort to expedite this. So she'll be breaking it down by street address, and by apartment number, if you want to get up and say something. Does everyone understand what she was just reading?

ATTENDEES: Yes.

MR. PHILLIPS: Okay. Go ahead.

MS. PARIS: And the names and addresses, obviously, that go with those case numbers are in the agenda which we're submitting for the record.

MR. PHILLIPS: Yes.

INSPECTOR FORD: Good afternoon Board. Burt Ford, Building Inspector for the City of Fort Lauderdale, presenting the cases stated earlier by Dee. I'm going to give you a little bit of background first before I go through the, one of the violations and I'd like to address each one individually, and there are a couple of withdrawals in there and I'll tell you why and then I'll tell you about that as well.

I was first involved in these complexes early last year, March or April of last year. One of the Code Officers, Wilson Quintero, he ended up getting complaints over it and it was largely vacant at that time. There were a few people still living in there. And the water and the electrical had been



turned off, so over the course of a couple more months we were able to get everyone out because it was an unsanitary situation and they couldn't be living there.

Once that happened, it started to get looted, and vandalism, what not. So the City took it upon themselves to go ahead and use our contractor who does board-ups for us and board up the five buildings, and that was done in June of 2009. So after that was done, everything was going on pretty good, but eventually all of those wooden board-up materials were taken off ingeniously. They went through, cut all the bolts, took it off and completely vandalized, as you'll see in some of the pictures I show you here pretty soon.

We then, a couple of months later, a few months later hired another company to put the steel, the metal shutters on for the doors and whatnot, and it's held up quite well. That is a lease program, that lease will be running out in seven or eight days. And I do not believe as now that the City intends to renew it because of the funds that it takes to do so.

Two of the items that I'm going to withdraw here are based on the fact that those are still on here, but they will apply the eight days after. But as of today, they do not, so we're going to withdraw them.

MR. PHILLIPS: What building code, are you referring to?

INSPECTOR FORD: I'll go through it and I'll identify each one as we go. So having heard that, let me go ahead and go

through, I won't say the address because it applies to all, I'll just say the code and just read through it briefly.

Under Chapter 1, Section 115, the Unsafe Structures Chapter or Section, this is a two-story CBS structure, it was built --

MR. PHILLIPS: Excuse me, Madame Clerk, can we, would anyone like to enter, we discussed making a motion that the violations as alleged in the agenda, he need not go through each and every one of them?

INSPECTOR FORD: Well, in order to tell you why I'm taking a couple of them out I do need to go through them. I'm only going to do it one time, and there's not that many of them, so it shouldn't take very long.

MR. PHILLIPS: Right.

INSPECTOR FORD: And that'll clear up why two of them are being removed. If I don't go through them, then you're not going to know that. All right, FBC 207, or FBC 115 1.1, just a general description it's a two-story CBS structure built in '66. In 2006 it went from an apartment to a condo conversion, and it did receive all the necessary permits, everything was passed and finalized back in 2006.

FBC 115.2.1.1.1, the building is vacant, unguarded and open to casual entry. This is a one of them that we're going to withdraw because as of today, it is completely secure, and no one has been able to get in there for three months. So that one will be withdrawn.

Now, in eight days when the lease runs out, it will apply, but as of today it is not. It will be, they're going to be taken off, and it'll be sitting open and unguarded.

The next one, 115.2.1.1.2, the building has been vandalized; the walls have been stripped to access both copper, electrical wiring, copper plumbing, air conditioning and piping. The property is being inhabited by squatters. And again, the squatters doesn't apply, but the other stuff does in this particular one. These two circumstances have created large amounts of debris, and is a substantial fire hazard.

FBC 115.2.1.1.3, due to the damage created by the vandals, the excess debris has created an egress hazard as well as, even though the code doesn't state ingress, it does prevent proper access for Fire to get in there and creates a problem for them as well.

FBC 115.2.1.2.3, the building has been partially destroyed by vandalism by destroying walls, windows, doors, plumbing fixtures, piping, HVAC piping and electrical wire. In fact, as we'll see in the pictures, the windows and frames of every single window has been removed, pulled out completely, as well as doors ripped off and whatnot.

FBC 115.2.1.2.5, there has been significant damage to both the electrical and mechanical systems due to vandalism and would create a significant safety hazard if those systems were engaged.

FBC 115.2.1.2.6, the building is being inhabited by

squatters, there are no functioning sanitary facilities, and this is causing a severe health hazard. We're going to withdraw that one as well, because as of today there's nobody in there even though there's no water, there's no problem with sanitary facilities today. And again, I don't want to overstress it, but it will be the same way in eight days.

So, let's go ahead and go through some of the pictures.

[Inspector Ford displayed photos of the property]

These are pictures that I took today, this morning. And this is just a picture of when we enter, and it kind of shows you the systems that we have on there to protect everybody from getting in and out. You can still see that there's dumping going on. The City does pick up the charge for that to clean it up because no one else is doing that.

Go ahead, just keep going through them. This is the same building. This is building 510, the first picture as well and this is the kind of courtyard here and again, just shows everything as it is today. Continue. This is building 500. This is building 480 to the right on your screen and 471 on the left side, 471 directly in front and then to the left, the last building 451. This again is 451 showing that it's completely boarded. Here's some more dumping.

Next four pictures are part of the electrical that they've gone and tried to rip stuff out of. They've stolen, the carpets are off, they're ripping wires out of everything. This is

typical in the wall. Now here -- stop right, go back there just for a second -- even though you'll see in some of these pictures the wood's still up there, the frames are actually gone, there's no window in there at all.

And the next are just going to be, as I walked through before we re-boarded it, all of the debris and the damage that's been done on the inside, we'll just go through it. Just go through a little bit slower though. They've ripped all the kitchen cabinets out, they're ripping the walls out to get at the copper piping, they've ripped the fixtures out in the bathrooms, the fixtures have been pulled all out of the walls. Go ahead, you can keep going.

Here's one where the window's actually gone but the wood is still there. Into the ceilings. And all the debris is laying on the floor. It's still there today, we didn't clean it up. We just boarded it so nobody could be in there. And again, these are various pictures through all five buildings this is very typical of all five. And what they did is, they get into one and they break through the walls to get into each and every unit thereafter. Cut under the bolts and took everything off. Pretty much stolen all the appliances, some of the kitchen cabinets are gone, fixtures.

Here is just pictures of after they've taken all of the boards off to access everything and then take all the window frames out.

MR. PHILLIPS: They figure out who took the window frames?

INSPECTOR FORD: No, not to my knowledge.

MR. PHILLIPS: How could they just take off that many window frames without people knowing?

INSPECTOR FORD: And that one right there, you can kind of see one of the chases, where they've stolen all of the AC condensing units, they've stolen all of the air handlers, they've actually removed the charge lines, all the lines are pulled out, everything is gone.

Here you can see evidences when we were there, actually people still there after the boards were off. The next one you'll see a bed. I just took a couple of pictures of that so at that time people were back in there because the boarding had been removed. That's the new, that's the first picture.

MS. HALE: And when was that? When were these pictures taken with the furniture and what have you?

INSPECTOR FORD: That was taken just prior to us going ahead and hiring the guys who put the steel on --

MS. HALE: So sometime between June and --

MS. PARIS: [inaudible] February 2010.

MS. HALE: Okay.

INSPECTOR FORD: Four months ago.

MR. JARRETT: Burt, did you say that this building was like converted to a condo in 2006?

INSPECTOR FORD: Condo conversion, yes.

MR. JARRETT: And it passed everything in -- all inspections.

INSPECTOR FORD: Correct.

MR. JARRETT: So all this damage to place in a three-year period of time?

INSPECTOR FORD: It's actually within the last year.

MR. JARRETT: Within the last year?

INSPECTOR FORD: Certainly.

MR. JARRETT: Because it was unoccupied?

INSPECTOR FORD: Correct.

MR. JARRETT: They couldn't sell the condos.

INSPECTOR FORD: The last year, to the last year and a half. And the significant amount of damage is within the last year.

MR. JARRETT: That's unbelievable.

MR. PHILLIPS: Where did those people go?

INSPECTOR FORD: And just to --

MS. HALE: They came here.

INSPECTOR FORD: And just as, for information for you, there are 58 units here. At our last title search, only five are not in foreclosure process out of the 58, 15 have been finalized.

MS. HALE: Say that again.

MR. JARRETT: Say that again.

INSPECTOR FORD: 58 units, only five out of the 58 have not started foreclosure proceedings. So 53 are in the process or have been foreclosed on. Foreclosed on 15, lis pendens filed, 29

and with final judgments, eight of those but still shows the original owner in the Broward County Property Appraiser's.

The City is asking the Board to find for the City and to grant an order to demolish the property in the absence of a demo permit or a building permit for repair by the owners in the next 28 days.

MR. PHILLIPS: So, that would be for 451, 471 --

INSPECTOR FORD: 451, 471, 480, 500, 510.

MS. HALE: Could I just ask one question? Is there a land lease on this condominium?

INSPECTOR FORD: Not to my knowledge.

MS. HALE: Okay, just, I'm just asking.

MR. BARRANCO: One more question?

MS. HALE: There is no land lease, okay.

MR. PHILLIPS: Mr. Barranco, would you like to ask something?

MR. BARRANCO: Yes. Have you inspected every single unit and is every single unit in the same condition?

INSPECTOR FORD: Some are worse than the other, but yes, they have gone through and taken the stuff that's of value that can be taken to a place to get money for it, the metals and whatnot. All the handlers are gone, all the condensers are gone, plumbing fixtures, some of the piping, absolutely. They're, some are worse than others though, but they've all been damaged.

MR. BARRANCO: And how about -- okay. And the shell



components of the building, are they removed as well, like the main disconnects and all those pieces are all [inaudible]

INSPECTOR FORD: They've been vandalized. Covers missing, what not, meters removed, many of the covers, some of the interior boxes ripped right out of the wall. So those have all been damaged significantly. To repair those is going to be a complete re-work according to our Chief Electrical Inspector.

MR. BARRANCO: And the fire alarm systems?

INSPECTOR FORD: Pardon me?

MR. BARRANCO: Fire alarm systems, were they removed as well?

INSPECTOR FORD: That, I didn't notice as much but if they're pulling wire, they're affecting all of that and when they're ripping these wires out of there, there could be concealed damage as well when they're pulling on the wire. So there's, it's a pretty substantial process to go ahead and repair that. The drywall, obviously and things like that nature are a lot simpler.

MR. PHILLIPS: It's not Chinese drywall, is it?

INSPECTOR FORD: Not to my knowledge.

MR. PHILLIPS: Probably one of the few that isn't.

INSPECTOR FORD: Any other questions?

MR. CROGNALE: Yes, it seems like it's very systematic that they went through there and pulled all the anything that's scrap value.

INSPECTOR FORD: Absolutely.

MR. CROGNALE: And to me, it looks like a systematic endeavor to rip that place apart and they did a good job in ripping it apart.

INSPECTOR FORD: Thorough. Very thorough.

MR. CROGNALE: All scrap. Those windows, they sell on the aluminum market for a good buck.

INSPECTOR FORD: Yes.

MR. PHILLIPS: Any other questions?

MR. BARRANCO: Got one more question for Ginger.

MS. WALD: Yes.

MR. BARRANCO: For all the costs that the City's incurred on this property have we liened the property as a City?

MS. WALD: No. There were Code Enforcement cases brought, and the Code Enforcement cases that were originally brought unfortunately at the time were brought against the condominium association. The condominium association is administratively dissolved and was on September 25 2009.

Additionally, my legal opinion that was provided to them a while back was that you can't actually do a Code Enforcement lien against a condominium association unless they own the common elements for those violations, and therefore each one of the liens that they put and imposed were not valid liens. And along with that, they've also been foreclosed, a majority of them, even if they were valid liens.

The board-ups that the City did there after, that Burt testified to, which were the three different board-ups, two were on emergency basis, notice was not provided because it was on emergency basis. My understanding is, and of course each one of those were ripped down and then they got Commission approval again on emergency basis to put up this different screening system that I personally can't speak to but you saw the photographs of and I'm sure others behind me can explain. So in that instance, the City is not recouping the money and the costs that they've incurred on that emergency basis.

MR. PHILLIPS: Any other questions, Pat?

MS. HALE: Ginger? Yes, Ginger, what other common elements are there besides these parking lots? Is there a clubhouse, a swimming pool that we just didn't see pictures of?

MS. WALD: No.

MS. HALE: It's strictly then the monument entranceway and the driveways and parking areas.

MS. WALD: That's my understanding. And --

MS. HALE: Is it on the river?

MS. WALD: Yes. Yes. There is --

MS. HALE: I couldn't, I know where it is and I couldn't see whether it was on the river not.

MS. WALD: It is on the New River.

MS. HALE: Is there any dock or anything like that?

MS. WALD: I would like Burt to actually speak to these

because, Burt?

MS. HALE: Okay. I, yes, that sort of, what I, both of you. Because you mentioned common --

MS. WALD: I've been there, but I'm not going to testify as to what I saw.

MS. HALE: -- you mentioned common elements; that's why I ask.

INSPECTOR FORD: Actually, I'm really not concerned too much with the common elements. I don't think I did mention them in the violations. I didn't mention any of them.

MS. HALE: So there wasn't a clubhouse building.

INSPECTOR FORD: There's no clubhouse. There's a little walk area, little kind of common area in the back and whatnot.

MS. HALE: Okay.

INSPECTOR FORD: Some elements back there, but I did not address it in my violations.

MS. HALE: Okay, I just curious.

MR. PHILLIPS: Joe? Joe has a question.

MR. CROGNALE: Burt, staff, sorry, the condition of the buildings according to the photographs we're looking at, speaks for itself. They're, uniformly they're all in bad shape.

INSPECTOR FORD: Absolutely. And it'll take significant amounts of money -- not that it can't be done -- but absolutely.

MR. PHILLIPS: Ginger, is there any other litigation involved, between, other than the foreclosures?

MS. WALD: The research that we did when we did the title search, which was a while back and then of course we also do updated title searches before it comes here, I believe that was done last Friday. There was no other litigation, other than a regular foreclosure case on each, on the properties that have already been testified to that are in foreclosure.

MR. LARSON: Ginger?

MR. PHILLIPS: Ginger, strategically, you have all, you have 58 units, which is not an overwhelming amount in terms of finality of title and they're all in one area. What if, rather than demolishing at this point, we waited until the banks when people got all their title, would the City be in a financially better position then to have these banks bear the cost of this or come to some type of consolidated decision either salvage it or -

-

MS. WALD: I think your questions are very good questions, and I think those are questions that the respondents probably need to answer.

MR. LARSON: Ginger? If and when, and depending what the Board decides to do, if it is ever torn down, the land will still be there and there'll be a cost basis there. Can the City recover our costs back from the sale of the land?

MS. WALD: Yes. I can explain it this way. With if, if the Board decides for demolition and the demolition has been explained to me would have to be done on a building by building

basis because you can't just go in and demolish just one little condo. Then there will be a cost for each one of the demolition of each building. The owners and their ownership as to that building, whatever that cost for that building was, would be divided among those owners and those liens would then be recorded with public records of Broward County as being liens on that owner and that property. Of course the property's not there.

MR. PHILLIPS: Is it similar to 162, where a specific lien is also effective as a general lien against any other property?

MS. WALD: No, this is not 162-type liens.

MR. PHILLIPS: No, I'm saying is it like that?

MS. WALD: No.

MR. PHILLIPS: Or is this just a general lien provision?

MS. WALD: This is a lien as to that property.

MR. PHILLIPS: Only that property.

MS. WALD: Yes.

MR. PHILLIPS: Okay.

MS. WALD: Under the Florida Building Code, there's two different types of liens. So let me explain that a little bit more. There is the lien for the demolition. The lien for the demolition, when the actual cost of the demolition, that gets recorded, that is a superior lien, and that actually can run as to other properties but it doesn't keep that superiority.

The other type of lien that can be filed and does get filed in these cases are the cost liens, and the cost liens are what

the ladies do. The ladies are setting everything up, they're sending out the notices, they're obtaining, what else?

MS. PARIS: Condemnation bill.

MS. WALD: Condemnation bill, couldn't think of the name of it, the condemnation bill. And those are also provided under the Florida Building Code. Those do not have the superiority and they stay with the property only.

MR. PHILLIPS: [inaudible]

MS. HALE: Not any other property.

MS. WALD: Sorry?

MS. HALE: No other property that is owned by them.

MS. WALD: That's correct, that is correct.

MS. HALE: Okay.

MR. PHILLIPS: Well now, you're talking superiority.

MS. WALD: Right.

MR. PHILLIPS: Superiority, let's assume you have a property, one of the condo owners that owns it free and clear, not foreclosed and it's being demolished and the City comes out to, I don't know, it's \$5,000 per unit, and it's a general lien in the public records, the question of superiority is if a condo owner may have one or two other properties --

MS. WALD: Right.

MR. PHILLIPS: -- that are encumbered by a mortgage or something else. But it would still would be a lien jeopardizing other assets they have.

MS. WALD: It could potentially be so. And I'm going to read directly from -- I didn't have it -- but I want to read directly from the Florida Building Code, which provides for the lien. 115.11.5: Any lien imposed for demolition shall be a lien prior in dignity to all liens excepting County tax liens and liens of dignity with County tax liens.

Additionally, you have 115.11.4: Except with respect to a lien imposed for expenses incurred at demolition, nothing herein shall be construed as placing a lien upon property, which supersedes a lien of any mortgage or such property executed or recorded prior to the existing lien authorized herein.

That's what I was explaining as to the superiority. Our position has been these are liens against the property, they are not being brought under 162, they're being brought pursuant to the Florida Building Code. That being said, title companies think otherwise. So it's going to be one of these issues where, who's the attorney and who's interpreting the code. So that's my interpretation but title companies have others.

MR. PHILLIPS: Anyone from the public like to come up and speak [inaudible]?

MS. WALD: I think Joe has a question. I just [inaudible]

MR. CROGNALE: Yes, the question I had is, I see with the volume of respondents we have, we have here this evening that they probably have a method how they want to protect their interests, and I think we need to hear from them.



MR. PHILLIPS: Well.

MS. HALE: Yes.

MS. PARIS: I have a list of respondents. Do you want to go building by building or in order of sign in?

MR. PHILLIPS: Let's do the 450 first, 451.

MS. PARIS: 451?

MR. PHILLIPS: Building by building. Anyone from building number 451.

MS. PARIS: And folks when -- and --

MR. PHILLIPS: If you could please state --

MS. PARIS: Right.

MR. PHILLIPS: -- on the record your name specific, your address --

MS. PARIS: And the unit.

MR. PHILLIPS: Or, you know what?

MS. HALE: And the unit.

MR. PHILLIPS: Do they need the present address or can they just give their unit owner address?

MS. HALE: Unit owner, we'll never know which one they are.

MR. LARSON: Both.

MS. PARIS: Right, we'll need to know the building and the unit number.

MR. PHILLIPS: Okay, in other words, not the present address, because that may --

MS. WALD: No, no, that's not necessary.

MR. PHILLIPS: -- that may tell them where to go with that superior lien.

MS. MANCEBO: My name is Jennifer Mancebo, I'm here on behalf of the current, I guess, title owner, Fannie Mae currently owns this property.

MR. PHILLIPS: Are you an attorney?

MS. HALE: Which one?

MS. MANCEBO: Yes. I am an attorney.

MR. PHILLIPS: What firm are you with?

MS. MANCEBO: 451, unit 1. I'm with Shapiro and Fishman.

MR. PHILLIPS: Okay.

MS. MANCEBO: When I was having conversations today with my title department, we were seeing that most of these properties were in foreclosure as you all know. Most of them are being foreclosed by both Bank of America and Countrywide. And my office personally would like to see if maybe we can be granted more time to see if we can get our clients talking to see what they want to do with the property. We may be able to incur certain costs. Not exactly sure, there are several banks involved in this, but the majority of which are both Bank of America and Countrywide.

MS. HALE: And who do you represent?

MR. PHILLIPS: Your firm is very well regarded, you think you could lead a consortium to maybe take over that lease of the metal doors that are protecting the windows that expires in eight

days?

MS. MANCEBO: Of course I would need some time to be able to contact my clients in that regard to see what they want to do. A lot of these, most of them are all in foreclosure. I just don't think that the banks really want to take this kind of a loss.

MR. PHILLIPS: Mr. [inaudible] what is the name of the company that is leasing thee metal covers?

MS. WALD: Mike, Mike, Mike here? One second, we have Mike Maloney who is from Code Enforcement.

MR. PHILLIPS: Mr. Maloney, if you could identify yourself for the record.

MR. MALONEY: Mike Maloney, Code Manager. It is CVS, I'm sorry, CBS. The --

MR. PHILLIPS: Charlie, dog, smoothie? Charlie, Victor, smoothie, okay, CVS.

UNKNOWN: Victor, popup, sierra.

MR. PHILLIPS: V, what is it again?

MS. HALE: I have no idea.

MR. CROGNALE: Victor, sierra.

MR. MALONEY: V as in Victor.

MR. PHILLIPS: Is anyone from VPS here? No.

MS. HALE: No.

MR. MALONEY: And since I'm up here if you don't mind I'll just --

MR. PHILLIPS: Go ahead Mr. Maloney.

MR. MALONEY: The, basically, the City, the cost incurred by the City to date is 27,000, between 27 and \$28,000 for the three months of boarding this. Some of it had to do with --

MR. PHILLIPS: Is that the insulation also?

MR. MALONEY: Correct, and --

MR. PHILLIPS: Okay.

MR. MALONEY: That's correct. And from here on out, from June 25 on, if we were to lease it, it would be approximately 6,500 per month that the City, the Building Department specifically would be responsible for those costs. So that's just to give you an indication of how much we're paying.

MS. HALE: Thank you.

MR. PHILLIPS: Would you perhaps get Mr. Maloney's card, vice versa and -

MS. MANCEBO: Absolutely.

MR. MALONEY: Yes.

MR. PHILLIPS: Maybe this could be an opportunity to --

MS. MANCEBO: Yes I -- that's --

MR. PHILLIPS: I'm not saying, I don't know how the Board members feels about continuing this matter, extension, but these are the types of things I'm sure weigh heavily on all our minds.

MS. MANCEBO: Exactly. I believe that my office doesn't have the, we're here today pretty much to get the full picture. We're kind of not understanding the full picture of everything.

Obviously we're not given all the information from our clients right away and it takes a little bit of time. I do see the disaster of the buildings. It's not in very good condition, but at least if we could possibly continue this for a week, we may be able to have better answers for you.

MS. HALE: Who is your client? Are you on one of the foreclosures?

Ms. MANCEBO: I am on five of the unit owners, five of the units that are being foreclosed on by my client.

MR. PHILLIPS: You're foreclosing on the part of the mortgagee. Okay.

MS. MANCEBO: Yes I am. I represent the [inaudible]

MS. HALE: So, you represent --

MS. MANCEBO: I represent the banks.

MS. WALD: Can you state which ones, because [inaudible]

MS. MACEBO: I represent for unit number 1, unit number 10, unit number 21, unit number 22 and unit number 26. I believe CT is issued in two of my cases.

MS. HALE: Okay.

MR. PHILLIPS: Clerk, what did you say?

MS. MANCEBO: CT is issued in two of my cases.

MS. WALD: Certificate of Title.

MR. PHILLIPS: Title, okay, [inaudible] clerk.

MS. MANCEBO: Sorry, I apologize. Yes, Certificate of Title. My client is property owner on two of the cases right

now.

MR. PHILLIPS: So, they own two of them.

MS. HALE: Yes.

MR. PHILLIPS: Now, there may be like Bank of America, Countrywide, Fannie Mae, you may be able to get seven or eight of the biggest companies that have --

MS. MANCEBO: It is a possibility, but we do need time to be able to do something. Now that I have the --

MR. PHILLIPS: CVS.

MS. MANCEBO: CVS or VPS, and I know the approximate amount I can bring that back to my client to see if we can do something, my title department can get on that right away as of tomorrow.

MR. PHILLIPS: Okay. Anyone else? Okay, anyone else like to come speak up if you could please state your name and what unit you are talking about?

MS. HALE: On 451, we're still on 451.

MS. PARIS: We're still on 451, correct?

MR. PHILLIPS: This is 451.

MS. HALE: 451.

MR. PHILLIPS: Are you from 451 Ma'am?

MS. GALIPAULT: Yes. I'm also an attorney, from Marshall Watson's office.

MR. PHILLIPS: Yes.

MS. HALE: Oh yes.

MS. GALIPAULT: Let's see, Joanne Galipault is my name and

--

MR. PHILLIPS: What units are you here on, Ms. Galipault?

MS. GALIPAULT: 3, 5, 7, 8 [inaudible]

MS. HALE: Wait a minute, wait, wait, 3, okay.

MR. PHILLIPS: 5.

MS. GALIPAULT: And we're not the owners.

MR. PHILLIPS: Yet.

MS. GALIPAULT: Let's see here.

MS. WALD: You're the only owner of 8.

MS. GALIPAULT: That's correct.

MR. PHILLIPS: So you're with Mr. Watson's office?

MS. GALIPAULT: Yes.

MS. HALE: Yes.

MR. PHILLIPS: Okay.

MS. GALIPAULT: Now, I actually did speak with the bank this afternoon. What they would like to --

MR. PHILLIPS: Countrywide?

MS. GALIPAULT: I spoke with GMAC on one of these files, which is in another building, and I've spoken with one of the reps from Fannie Mae. What they've suggested is trying to minimize their loss to try and transfer title of these properties to like a non-for-profit or something that might be able to build them back up and try and restructure them and sell them as like low income housing or something like that I guess.

MR. PHILLIPS: Wasn't the City discussing getting some federal -- they fired someone that wasn't doing their job because they didn't have funding for affordable housing in the town in the last couple of months.

MS. HALE: Right.

MR. PHILLIPS: What about more [inaudible]

MS. HALE: It comes out of the state, though.

MR. PHILLIPS: Do you think your client would be willing to bear some of the costs of the VPF rental were we to give --

MS. GALIPAULT: Yes, I'm sorry to interrupt you, yes, I truly think they would; they're very concerned about the situation and obviously this would be a hard loss for them so.

MR. PHILLIPS: Will you commit on the record to paying it?

MS. GALIPAULT: No, I can't commit on the record to paying it but I can commit that they do want to minimize their loss, and they're open to any viable solution that there might be.

MR. PHILLIPS: I suggest maybe your colleague over here at Shapiro and Fishman and if there's Marshall Watson or David Stern or Florida Default Law Group or Adorno and Yoss, it might be an interesting opportunity to make this happen.

MS. GALIPAULT: Great, then that's it. Thank you very much.

MR. JARRETT: Excuse me. I have a question.

MS. GALIPAULT: Sure.

MR. JARRETT: Did you just say that your client was



entertaining, would entertain the thought of donating the whole site to the City for, is that what you just said?

MS. GALIPAULT: No, no, no. They wanted, they were considering, with a little additional time from the Board, 30 to 60 days, trying to seek out a nonprofit organization that had some grant money or something like that that would want to take title to the property for a low, low transfer fee or whatever, and restructure.

MR. JARRETT: Okay. And there are several companies I'm totally aware of, nonprofits right here in the City that do own property and have obtained some of it the same way.

MS. HALE: For only transfer fees.

MS. GALIPAULT: Right, that was just a suggestion. I'm sorry, what?

MS. HALE: For only transfer fees? Did I hear that part?

MR. PHILLIPS: Probably [inaudible] Could I ask Mr. Maloney a question? Ginger? This is just a suggestion.

MR. JARRETT: Have you talked to anyone else about that, any other people that, any other attorneys or anything to do with this building?

MS. GALIPAULT: No, I haven't had an opportunity to.

MR. JARRETT: That was just something you floated in your own office.

MS. GALIPAULT: Well, that was something, yes, I discussed with my client this afternoon.

MR. PHILLIPS: Ginger, would it be, is it appropriate maybe to, I mean, we're here to take evidence and --

MS. WALD: That is correct.

MR. PHILLIPS: -- rule on the City so, but I think that this is an interesting forum that people are together and are learning things. Is it possible that the Board might, in consideration of extension of time or continuing this, suggest that there be a liaison at the City that maybe Mr. Maloney who maybe with another department of the City that, Affordable Housing, with these attorneys that can, Mr. Augustin perhaps, can form an *ad hoc* committee on this issue since we're dealing with such a large amount of units and time is of the essence.

MS. WALD: Okay, one, you can't form an *ad hoc* committee; two, you can make whatever suggestions you want to make as I've told you before they can be taken or not. The case has been presented by the City, I believe you do have the authority to hear the rest of the people come and speak and at the end can always make the determination if you believe that that is the right thing to do, not to demolish. To order that it comes back.

You can have a continuance in the matter, if you want to hear other testimony or you can conclude it, and then you always have three different options. But I think at this juncture, you're asking the right questions, but I think you still have to hear from everybody that speak.

MR. PHILLIPS: Oh no, I intend to, I'm just saying before, like this young lady is going to be, she may be finished and she may go back to her office and maybe there's not an opportunity to really take names, numbers, e-mails contacts numbers --

MS. WALD: I can --

MR. PHILLIPS: -- contact the banks.

MS. WALD: Correct.

MR. PHILLIPS: Maybe have a project management of this crisis and perhaps get something done effectively.

MS. WALD: I can tell you this --

MR. PHILLIPS: I can't, I don't think we can do it.

MS. WALD: I can say that notification, the original notification went as to this case went out in April to all of the owners and remember, all interested parties, since we do the title searches, we make the determination of the interested parties. And those letters went out a while ago because we knew it was going to take a while to do these cases, we were going to need a few months to get the notices out and we also knew the banks who are owning these properties or becoming to own these properties, and they needed the time to get the opportunity to inspect themselves and also to figure out what they want to do.

MR. PHILLIPS: Okay.

MS. WALD: So, and also additionally with that, it's my understanding that some of the banks and some other individuals have discussed the matters with some nonprofits potentially with

the opportunity of donating. That being said, we still have the same problem today that we had many months ago, and the City made the determination based upon the Florida Building Code to go this route. That doesn't necessarily mean you have to do that, you still need to hear the rest of the evidence.

MR. PHILLIPS: Mr. Maloney you'd like to say something?

MR. MALONEY: The only comment I would make is the fact that the, as you know, funding is a big issue this year with the budget and we had to go before the City Commission to get this extra 27,000 and that's all we got.

June 25<sup>th</sup>, the boards are coming down and we're going to have a, we're going to be back to a what I would call the most unsafe part of this City because this was, and I know --

MR. PHILLIPS: I appreciate that --

MR. MALONEY: -- that is the issue.

MR. PHILLIPS: -- but if you have six or seven banks out there who may, within a relatively short period of time knowing that their collateral's going to be further destroyed unless maybe six or seven banks, each of whom can contribute to the 67, \$6,500 a month rental. Although maybe that's subject to negotiation also because you're going to have to spend money to take it down. There needs to be a live person, a phone number, someone that's really going out there to try to make this happen.

MR. MALONEY: I could facilitate that.

MR. PHILLIPS: I think you'd be --

MR. MALONEY: Yes, I could facilitate that.

MR. PHILLIPS: Okay, good.

MR. MALONEY: That'd be fine.

MR. PHILLIPS: Any other people from the audience? Sir? Are you with 451? Is anyone else from 451 that like to speak up? Okay how about 471? Anyone from building number 471? Would you please state your name and address ma'am?

MS. KING: Sue King, Rels Title, authorized agent for Wachovia, and they do own unit number 11, and they called me last night, that's as much notice as I had on this so, but from my conversation with them, they are willing to do anything that the City sees fit. They would like to donate their portion, their unit, if we could get everybody together. They would like to see a non-for-profit get it if that would help the City. So I'm willing to work with any of the attorneys and other banks involved to try to make that happen.

MR. PHILLIPS: Okay, thank you.

MS. KING: Okay?

MR. PHILLIPS: Do they have their name and -- you're just here for, on behalf of Wachovia.

MS. KING: Wachovia, and we only have one unit in one bank, right. One unit and in building.

MS. HALE: Jack, they've got a little group going over there; better get over there.

MR. PHILLIPS: There's a little group over there -- anyone else in, anyone else in 471? This gentleman's walking up. Please state your name and address sir.

MR. TAYLOR: Gregory Taylor, I'm an attorney, it's my own office. This one is -

MR. PHILLIPS: What unit?

MR. TAYLOR: Wells Fargo 471 Northwest 23<sup>rd</sup> number 10, I also have one in 510.

MR. PHILLIPS: Okay. [Inaudible]

MR. TAYLOR: That's unit 54 in the 510 building. Basically, what they said is correct, but I've had dealings with this in the past and we're probably most likely at least from our standpoint, the other one's Chase, is, it's going to probably be a donate to a nonprofit.

MR. PHILLIPS: You're with 471, number -

MR. TAYLOR: Unit 10, and 510 number 54.

MR. PHILLIPS: Number 10, is that Dream Maker Investments?

MR. TAYLOR: No.

MS. HALE: That's what it says here.

MR. PHILLIPS: It says 471 Northwest 23<sup>rd</sup> Avenue, number 10

--

MR. TAYLOR: Unless I read it wrong.

MR. PHILLIPS: Dream Maker Investments. The mortgagee appears to be Wells Fargo for WaMu. Shapiro and Fishman.

MR. TAYLOR: I have CT --

MS. WALD: Number 10 is titled in Wells Fargo presently.

MR. TAYLOR: Yes, I have the CT right here.

MS. WALD: And number 52 is Wachovia.

MR. TAYLOR: No, 54 at 510.

MS. WALD: 54 is J.P. Morgan Chase Bank, right?

MR. TAYLOR: Correct.

MS. PARIS: Number 10, the CET went, they were issued the  
CET --

MR. PHILLIPS: Okay.

MS. PARIS: -- after we had already put the agenda together  
and --

MR. PHILLIPS: Okay. So, you represent the purchaser at  
the auction.

MR. TAYLOR: No, no.

MR. PHILLIPS: No?

MR. TAYLOR: No, I represent the bank.

MR. PHILLIPS: Oh, the bank, okay.

MR. TAYLOR: Yes.

MR. PHILLIPS: Because they had Shapiro and Fishman down  
here.

MR. TAYLOR: They were the foreclosure attorneys on it and  
then my office does the REO side.

MR. PHILLIPS: Okay. What would your folks suggest?

MR. TAYLOR: I haven't had a lengthy discussion about it.  
They wanted me to come down and see what's going on. Basically,

my past dealings with these types of issues is a lot of times they're going to look again to a nonprofit to take it and see if they can't do the work and rehab it.

A lot of it comes down to dollars and cents for the bank as well, just like it does for the City. You don't want to pay for the board-up and the money. What's the property worth now, how much is it going to be worth when they fix it up? At this point, their collateral is pretty much destroyed anyway, so they're going to want to get in the hands of someone --

MR. PHILLIPS: You may want to join that group --

MS. HALE: Over there.

MR. PHILLIPS: -- of shirts and ties and professional outfits over there.

MR. TAYLOR: I don't like wearing ties. Thank you.

MR. PHILLIPS: Okay. Anyone else for 471? Okay, how about let's move on to 480, anyone from 480?

MS. HALE: Right there.

MR. PHILLIPS: This gentleman. I know he's looking forward to speaking up. Please state your name and address sir.

MR. WRAY: Garfield Wray, my wife owns unit 21.

MS. HALE: 21.

MR. PHILLIPS: From 480?

MR. WRAY: Yes. I'd certainly like to see the demolition be stayed at least for a while. The point you raised about getting the banks to respond I think is a good point. If you



demolish, yes, you can bill these 58 owners. I think the likelihood of getting them to pay is going to be very small. You can place liens against their property, their current properties or other properties; those liens will really be meaningless unless they decide to sell.

Now, I, I guess was one of the stupid ones who paid my mortgage for an empty unit for a year through the end of 2009 and then I just said forget it because --

MR. PHILLIPS: I don't think you're stupid, I think your honorable.

MR. WRAY: Well, well, well.

MR. PHILLIPS: And I think you're facing what probably three quarters of the people in Broward Florida face.

MR. WRAY: Yes, and I'll say it for a few of the owners I see here and you guys have sort of wondered how this came to be and I don't want to bore everybody with the history but it's, developer did a shoddy job. I heard Burt say that the building passed all the inspections. I know from my unit, I've had electrical problems from day one. And my electrician came and he said this thing should never have passed. My tenant was calling monthly, the lights are out, my stove is flickering, whatever, I spent a lot of money.

But, so, shoddy job, the developer, I understand it is tucked away safely someplace in South America now.

MS. HALE: Probably.

MR. WRAY: So nobody can touch him. But the initial homeowners association that took the building over, quite likely cronies of the developer, did a very poor job in managing, okay? We were paying dues, thought that bills were being paid, they weren't being paid. So then we get to the situation where the City isn't being paid for water, trash pickup, things like that. And that's when the liens against the building came.

There were a small number of unit owners, some of whom I see here, conscientious people who we were the same group every time we would meet trying to figure out what could we do to save the situation. We finally gave up because we didn't have the legal brute force to, as far back as 2007 I believe, units were in foreclosure. Those banks that own those units weren't paying their dues, legally they should have been paying homeowner dues. So they contributed -- Countrywide I know is one of those -- contributed to the problem. Because the management company ended up with no funds.

To make a long story short, so I stopped paying my mortgage at the end of last year and started negotiating with Bank of America for a deed in lieu, which I was getting a favorable response until they got wind of the possibility of the building being demolished. They wrote me last week and said if the building is demolished we're going to foreclose on you.

MR. PHILLIPS: So you would ask us for [inaudible] circumstances to maybe continue this.

MR. WRAY: To stay that. Yes, because I think your suggestion that if you got seven or eight big banks dealing with this, they are the ones that can handle this more appropriately. Running after 58 of us, you're going to have a hard time I can tell you.

MR. PHILLIPS: Any questions of the Board of this gentleman, Mr. Wray?

MR. JARRETT: I have a question. We've heard the bank representatives talk about donating their units to a nonprofit.

MR. WRAY: Yes.

MR. JARRETT: I get the impression that you wouldn't do that, you would like to try to stay in, keep the unit, is that, is that -

MR. WRAY: No, I have absolutely no interest in keeping that.

MR. JARRETT: I see, so, but as an investment. You could keep it, sell it [inaudible] --

MR. WRAY: No, no, because, no, what I'm trying to do, deed in lieu. Bank of America, here you go, goodbye.

MR. JARRETT: Oh, I see, you're trying to just turn it over to the bank.

MR. WRAY: Yes, because it's an unfortunate situation that I didn't contribute to, but as part of the condominium. So, I'm in the situation. My thing is I want to get rid of this unit.

MR. JARRETT: Right. And you don't want the debt ending up

on [inaudible]

MR. CROGNALE: Mr. Chairman?

MR. WRAY: So, if Bank of America says to me, donate your unit and we'll write everything off, I'll sign tomorrow.

MR. PHILLIPS: Mr. Wray? Joe has a question.

MR. CROGNALE: What I'm thinking is, the largest issue before the Board this evening is the safety and welfare of all the buildings in total. All the subtle little things behind with each of the banks, the individual owners, that's a different issue, but --

MR. WRAY: I understand.

MR. CROGNALE: The cost of the continuing to board it up, make it safe, has to be borne by somebody. And that's what we're concerned about as a Board --

MR. WRAY: Who is going to pay that.

MR. CROGNALE: -- is that safety issue that was outlined to us by the staff, by Mr. Ford.

MR. WRAY: Approach the 6 or 7 banks, that currently own.

MR. PHILLIPS: Okay. Anyone else from number -- thank you, Mr. Wray -- believe it, we appreciate.

MR. WRAY: Thank you.

MR. PHILLIPS: Yes ma'am, come on up. Please state your name and address.

MS. HARDY: Hi, my name is Lucy Hardy, I'm actually not a unit owner, I'm in the neighborhood. So I'm interested in what

happens to this building and the truth is, is if it's not demolished and the boards are taken out, we're going to go back to the Police activity, the vagrants, the drug users, hoodlums, all that kind of stuff, Police being called in the night. It was a disaster. Until those metal boards were put up, it was horrible. It was just insane.

The condos are worth less than zero, they are liabilities as you can see everybody pretty much wants to give them away, give them away to anybody. They don't care who to give them away they can give them to a nonprofit, they can give them back to the City, whatever.

The truth is that, unless anybody here tells me otherwise, these condos are not worth anything anymore. They're really not. Maybe some land value. But if they're demolished, they probably have more value, because right now they're a liability, they are a cost factor. You have to pay to protect what's left, to keep the hoodlums from out, from getting in there. So they have less than zero value.

So, I think everybody here who's a stakeholder, [inaudible] holder, they really want to find some way to get rid of it. They don't want to find another way to incur more costs. So I think it needs to be demolished as soon as possible. I need to get back to work, so I'm sorry if I spoke out of turn. Thank you.

MR. PHILLIPS: Thank you.

MS. HALE: Thank you.

MR. PHILLIPS: Any folks from 500 or 510, any other units? Sir? How many other people would like to say something? Okay, as long as it's, we'd ask that it not be repetitive, if it's basically the same facts, I think we all understand that. So if you're going to say something, you're welcome, but try to say something that is different than what we've heard before. All right? Go ahead sir, you name?

MR. REED: My name is Clifton Reed. I am a current owner of unit 46.

MR. PHILLIPS: What address, 480?

MR. REED: At 510.

MS. HALE: 510.

MR. PHILLIPS: 510, okay, number 46 you said?

MR. REED: Yes.

MR. PHILLIPS: Okay, go ahead.

MR. REED: I am currently up to date with my payments; I have continued to make mortgage. I have sacrificed all that I have. I am 64 years old, I bought this place thinking that I would have a lifetime home. I was also given a government federal grant for this property. Bank Atlantic has been, anyway, I continue to pay my insurance on it, I pay my property taxes, and I'm in a Catch-22.

I, this lady wanting to do a demolition on my property, it's a real bad thing. I understand her situation. Could I ask

that you not demolish this property? It is very sound. It has a good roof on it. It has just been gutted. And the banks and someone will eventually buy this property and restore it back to its full potential. It was a very nice place when we moved in it. And the wiring and so forth in there was not that bad.

The only problem was with the plumbing from the outside to the City drain. When it rained real hard the parking lots would flood and cause the sewage to back up some. Could I ask the court, I mean the power here not to vote to demolition this property, and I will continue to make a mortgage on this property as long as the building stands. Okay.

MR. PHILLIPS: Thank you Mr. Reed. Any questions?

MR. WEYMOUTH: Mr. Reed, who's your bank?

MS. HALE: Bank Atlantic.

MR. PHILLIPS: Bank Atlantic, I think.

MR. REED: Bank Atlantic.

MR. WEYMOUTH: Bank Atlantic.

MR. REED: Yes.

MR. BARRANCO: Mr. Reed?

MR. REED: Yes sir.

MR. BARRANCO: You don't currently live at the property?

MR. REED: No I do not, I have to pay rent too.

MR. BARRANCO: Right. Are you interested in moving back into the property someday?

MR. REED: If someone bought the property. Yes, I would

love to move back into the property.

MR. BARRANCO: Okay, thank you.

MR. PHILLIPS: Thanks Mr. Reed. This young lady, this gentleman first and then, in the orange, and then the young lady after him. It looks like we may have another lawyer in the audience. You might be, I don't know.

MR. THOMAS: No. I'm not. I'm Dave Thomas, I'm a realtor representing, I'm here for GMAC for 510 number 48, and mostly they just wanted me to come down and see what exactly, what the general mind is and what the options were. They had no idea what the options were, and neither did we.

What we did, what we, what I've heard so far, in general, I'm sure GMAC would love to try to continue the board-up just to stay, just to see what we could do farther. So -

MR. PHILLIPS: You think they'd be willing to contribute to the cost of keeping that up?

MR. THOMAS: I'm sure that they would be willing to contribute to the cost. I can't commit for them of course.

MR. PHILLIPS: Oh, I understand that.

MR. THOMAS: But I'm sure for their unit, yes.

MR. PHILLIPS: So you'd like us to continue this for a while.

MR. THOMAS: Yes. After eight days, it's only going to get worse.

MR. PHILLIPS: All right, well maybe you should give your



name to Mr. [inaudible]

MR. THOMAS: I'm spreading it around. Thank you very much.

MR. PHILLIPS: Young lady? Miss, please state your name and address.

MS. SIMEON: My name is Marline Simeon. I stay at 510, well, I don't stay at 510 but I purchased unit number 36 at 510. I purchased this unit as a first-time homeowner in 2007 with Bank Atlantic. When I purchased the unit, prior to purchasing the unit I was informed that the ratio from investors to primary owners that it would be more so primary owners. After moving in for some time there were a lot of renters found out that the property was owned by some investors and that most of the units started to go into foreclosure.

So because of most of the units going into foreclosure obviously, the association they weren't able to get the dues necessary to maintain the place and therefore the trash was not picked up. I have two articles from CBS 4, where they actually came up on one occasion where there was a video. The two articles from CBS 4 detailing what was going on at the property at the time.

Throughout all of this, the condo owners stayed in the property, we put special assessments together when the sewage would back up out of our own funds, not from the association. At that point, the association dismantled, their association was primarily I would say, one or two, a couple unit owners that I

knew personally, but anyone from the association I did not hear from, I, they were practically gone.

So, the water was turned off twice. The very last straw was the water was turned off for about two weeks and having two young children at the time, four and five, I stayed in the property, because this was my home. I had nowhere else to go. I had no funds, and then after about two weeks or so I had to leave. It was unsanitary.

So I tried contacting the bank to let them know this is what's going on. They were unwilling to work with me. They said, regardless, you still have to pay a mortgage, and I had to walk away from the property, shattering my dreams of being a first-time homeowner, all the grants that I received.

I walked away from the property, and I had to go rent somewhere and I could not keep up with my mortgage and my rent. And now, my credit has been destroyed, this situation is still ongoing. I have no money, I have no attorney to represent me. I have nothing. I've tried to reach out to Legal Aid; they're not willing to help me. All of the programs that are out, they're trying to help homeowners who want to stay in the property. In my situation as you can see from the pictures I can't stay in that property with my kids.

So, I have no money for an attorney, for anyone. I've tried to reach out to local, state representatives, I've tried to reach out to Help Me Howard. I've tried to reach out to

newspapers, anyone who's willing to help me. If you guys decide that you want to demolish the building and that there is a fee, I have no funds for that. That's just going to be a lien on me, further so damaging my credit and everything else. And I feel that eventually in the future with my two kids, I'll never be able to repair all of the damage made from this decision of purchasing my very first home.

MR. PHILLIPS: What would you like us to do? Demolish it, enter an order today demolishing it, or would you like it to continue in the future to see what happens, or do you really care at this point?

MS. SIMEON: At this point, I'm worried about the lien, I'm worried about the fees, I know that I don't have the funds I can't even get an attorney to represent me. Obviously I don't have the funds, so I'm worried about the lien that this will cause, I'm worried about this affecting my job having a lien. I just don't know, I don't know what to do.

MR. PHILLIPS: Okay.

MS. HALE: Has Bank Atlantic, have they begun foreclosure on your unit?

MS. SIMEON: On my credit report it's listed as a charge-off, it's not listed as a foreclosure. I'm not sure, maybe it's not a foreclosure because they can't sell the property at auction to get the, to charge me the difference. I don't know, but they're not willing to work with me. What they explained to

me is when I got my mortgage, it was like purchasing a car. If you get into a car accident, you still have to pay for the car.

So regardless of everything that I was going through living in unsanitary conditions and not being able to pay mortgage and rent, they were still, felt that I should still pay for my mortgage, and just pretty much stay on the street. And no one at Bank Atlantic has been willing to help me or work with me. So, it's a charge-off on my credit report.

MS. HALE: Ginger, this is unit 36.

MS. WALD: According to the title search, unit 36 is not in foreclosure.

MS. HALE: She still owns, your name is Marline?

MS. SIMEON: Marline Simeon.

MS. HALE: So Marline still owns the --

MS. WALD: Yes, and there's no foreclosure action, this is one of the few without one.

MS. HALE: Did you know that?

MR. WEYMOUTH: Ginger, how would an insurance company looked at all the damage in one of these? I mean, if she went, if we could save a building and get them in there, would an insurance company view this as vandalism and pay a claim?

MS. WALD: I don't know what her insurance policy, if she has one, states. Is it possible? Sure.

MR. WEYMOUTH: Okay.

MR. JARRETT: Ginger, how many cases approximately just, or

how many units has Bank Atlantic already foreclosed on in the complex? It's a number, though correct?

MR. WEYMOUTH: Or are involved in.

MR. JARRETT: Or are involved in.

MS. WALD: Or are involved in? Hold on.

MR. JARRETT: I mean -

MS. WALD: Let me see if I have it listed on this list. Because I did not see that Bank Atlantic had actually filed any foreclosure actions.

MS. HALE: Okay.

MR. JARRETT: Oh, okay, so they're not --

MS. WALD: The ones, the way I, and I just did a little list. I have a whole box of files if you want to see the actual title searches. Federal National Mortgage, Wells Fargo, Wachovia, Equity Gateway, Countrywide, Deutsche Bank, Citigroup, Chase, [inaudible] GMAC, Bank of America, Wachovia, JP Morgan, I think that's it.

MR. PHILLIPS: There was one other Bank Atlantic we heard before.

MS. WALD: Aurora.

MS. HALE: Yes, there was.

MR. JARRETT: Maybe that was the gentleman who was paying his mortgage, Mr. Reed.

MR. WEYMOUTH: He is, he is.

MR. JARRETT: Is your mortgage with Bank Atlantic?

MR. REED: Bank Atlantic.

MS. HALE: Yes.

MS. WALD: Yes, but he's not in foreclosure, either.

MS. HALE: No.

MR. JARRETT: No, that's what I'm saying, so --

MS. HALE: But he's paying and --

MS. WALD: That's correct.

MR. JARRETT: Where I was going with this --

MS. WALD: I understand.

MR. JARRETT: -- is if Bank Atlantic had other foreclosures then they could get involved and maybe they could take your unit, maybe they could take Mr. Reed's unit.

MS. HALE: But they're not.

MR. PHILLIPS: They probably don't want to take title so they don't have to start paying [inaudible]

MS. HALE: They don't want the --

MR. JARRETT: They're not represented here.

MS. WALD: They haven't even, they haven't even recorded the lis pendens to begin the foreclosure action.

MR. JARRETT: Right. And they have no other foreclosures, so, okay.

MS. HALE: That's okay, they probably decided that they don't -- maybe you're all right.

MS. SIMEON: But it is listed as a charge-off and that still affects my credit as a charge-off item.

MS. HALE: Yes, but they haven't foreclosed on it.

MR. LARSON: No, they won't foreclose.

MS. HALE: It's not showing on your credit yet.

MR. PHILLIPS: Well, Ms. Simeon, if you live in one state where it's not too bad to owe money when you have little children, it's Florida, because they can't take your salary, you had a house [inaudible]. So, whatever that's worth. But thank you for your comments and sharing with us your pain, and I'm sure it affects what we're going to do, decide today. Anyone else? Yes ma'am. Ladies before gentlemen.

MR. WEYMOUTH: I thought it was ladies before lawyers.

MR. PHILLIPS: Well, are lawyers [inaudible]

MR. WEYMOUTH: Sorry.

MR. PHILLIPS: Would you please state your name ma'am and address?

MS. MILLER: It's Kimberla Terry Miller, unit number 53, 510.

MR. PHILLIPS: Number 53 you said?

MS. SIMEON: Uh-hm [affirmative].

MR. PHILLIPS: All righty.

MS. SIMEON: I myself was a first-time homebuyer, myself and my husband. This was my only property and primary residence as well. I was one of the ones trying to fight for New River. I was on Local 10 news, so I was listed in the paper and on the news. I came to a Commission meetings to see if they was

willing to give us any type of funds to help us keep our water on because that was my primary residence. But some of the unit owners that was renting they had other places to call home but me and my husband, we didn't.

We didn't get no help from the City of Fort Lauderdale in regards to trying to help us. The only thing they did was gave us extensions on the water, and I look in the paper now, I see like City of Sunrise condos going through the same thing and those cities are giving them extensions. And I'm looking at the City of Fort Lauderdale, this money that they spent in boarding up could have been used for us to keep our water and maybe we wouldn't be in the situation that we're in today.

MR. PHILLIPS: Are you in foreclosure with Countrywide?

MS. SIMEON: They did send me the foreclosure proceedings I just recently received a letter from attorney Stern.

MR. PHILLIPS: David Stern's office.

MS. SIMEON: He withdrew from the case representing Countrywide. And I just got that letter this week and I didn't bring it with me so I really don't know.

MR. PHILLIPS: What would you like us to do?

MS. SIMEON: I would prefer to go ahead and have it demolished. I would like to go ahead and buy me a home and not deal with nothing dealing with no association.

MR. PHILLIPS: Okay. Thank you. I think we have a lawyer here.



MR. HARVEY: I'll just make this very brief. You've already heard from most of the banks I think we're all under the same position.

MR. PHILLIPS: Would you please state your name and business address and all?

MR. HARVEY: Sure. Travis Harvey, I represent the bank that's foreclosing on unit 510 number 41.

MR. PHILLIPS: What firm are you with?

MR. HARVEY: Florida Default.

MR. PHILLIPS: You came over from Tampa?

MR. HARVEY: We have a small satellite office in Miami.

MR. PHILLIPS: Okay.

MR. HARVEY: And, as far as I know this is the only unit that we have any affiliation with. Obviously, the other firms have much more involved in this than we do, but I think we're all under the opinion that our clients may be willing to put forth something towards perhaps leasing these boards if that is what's needed. But in any case, we do need the extension of time to perhaps confer and, confer as a committee -

MR. PHILLIPS: You represent the Bank of New York?

MS. WALD: Bank of New York.

MR. HARVEY: Yes.

MR. PHILLIPS: Bank of New York is the mortgagee that's foreclosing?

MS. HALE: Yes.

MR. HARVEY: Yes.

MR. PHILLIPS: Okay. All right.

MR. HARVEY: So, I think that's just, or most of our concerns right here, is that nothing can be done by the end of this meeting obviously, and no one was quite aware of the --

MR. WEYMOUTH: Can I ask you a quick question?

MR. HARVEY: Sure.

MR. WEYMOUTH: And I, you may be the small fish of all the lawyers representing here. How hard would it be for you to contact the bank that you represent and have them give you a quick answer as to their interest in participation to influence us in extending this? Where I'm going with this is, if all the bankers can meet over there and collectively call their representatives and say look --

MR. HARVEY: Sure.

MR. WEYMOUTH: -- there's a \$6,500 obligation that's out there. We need to collectively pony up for that --

MR. HARVEY: Right.

MR. WEYMOUTH: -- to buy ourselves some time. That would help us in our decision. Because I'm not crazy that the boards are coming off in eight days.

MR. HARVEY: I understand that, and I've been in communication with my office via e-mail at this point, trying to get any communications to our client and what I've learned as far as what is going on. However, I'm not confident I can get

an answer for you by the end of this meeting this afternoon.

If this was a one-building situation or a one-unit situation or a loan property, obviously that answer may change. But due to the number of units that are involved and the number of different banks that are involved, it's not simply, I don't think it's going to be a simple matter of one person saying yes, we'll put forth the rent to board up this particular unit. It's going to have to be a wholesale effort and that's going to require more analysis than can be done in the next few minutes, unfortunately.

MR. PHILLIPS: Well, I'm not saying it's the next few minutes.

MR. HARVEY: I understand.

MR. PHILLIPS: I'm not saying what the Board is or will vote, but let's assuming there's great concern of life safety.

MR. HARVEY: Sure.

MR. PHILLIPS: And this Board has already held that as paramount. We have neighbors in the neighborhood that don't want this to take place, for to go back to the anarchy that it was. So there may be a very good likelihood that the Board will, absent some type of cooperative effort, demolish the whole thing. And then your clients, when I say your clients, the banks get, will have nothing.

MR. HARVEY: Right.

MR. PHILLIPS: So, and I can tell you that I've dealt with

Florida Default Law Group on different cases as a defendant. It's not easy to get through. It's not easy, I've got answers two, three months afterward on getting a piece of paper and I know that you're just so swamped. So, I think the phone call is not necessarily to the senior partner or the litigation manager or your colleagues, it's going up the food chain to the banks.

MR. HARVEY: I understand. That's, I'm not referring to, this isn't a matter of me going to my superior or my boss, this is a matter of me going to my client, but once again my client's going to have to work for this matter up the food chain --

MR. PHILLIPS: Okay, good.

MR. HARVEY: -- because it's due to the widespread nature of everything that's going on, it's like I said it's not a matter of one person making a decision for one property.

MR. PHILLIPS: Okay.

MR. HARVEY: It's all these properties. And quite honestly, I'm going to have to make the assumption that several of the owners here are not going to be contributing towards the amount that may be due for boarding up their particular unit. So this is going to fall squarely on all of the banks that are being represented here.

MR. PHILLIPS: Okay. All right.

MR. BARRANCO: Mr. Chair?

MR. PHILLIPS: [inaudible] question John?

MR. BARRANCO: Long term, beyond the shuttering and

boarding up, what do you think your client is leaning towards on this property, are they looking to donate it to a nonprofit as well or?

MR. HARVEY: Well, my client is very similar to Countrywide and Bank of America with this particular loan. Marshall Watson and Shapiro and Fishman have had more contact with them and I think that's largely due to the number of units they have involved in this and we're going to all going to have to confer on that matter.

And before any long-term decision can be reached, I know the Board is concerned with the immediate concern of the lease expiring. If anything, I think we all agree that whether this decision needs to be continued or reconvene at some point before the demolition occurs to give us a chance to get that answer for you and determine if in fact our clients will be stepping up and maybe taking the lease over for these boards.

MR. PHILLIPS: Okay. Any other questions?

MR. JARRETT: Yes. Not for the gentleman, but I just have a comment.

MR. HARVEY: Thank you.

MR. PHILLIPS: This gentleman here. Can I suggest maybe, we get some, finish up with it and then we --

MR. JARRETT: Um-hm, yes. Absolutely, that's fine.

MR. PHILLIPS: Unless, has, has everyone else has spoken up? Is there anything, sir, is there anything new? Okay, come

on.

MR. SMALL: My name is --

MR. PHILLIPS: This gentleman will be the last one.

MR. SMALL: My name is Samuel Small, number 49.

MR. PHILLIPS: Of 510?

MR. SMALL: 510.

MR. PHILLIPS: Okay. Go ahead Mr. Small.

MR. SMALL: Right now, I'm in foreclosure [inaudible] service, and I want to know what is my option.

MR. PHILLIPS: What is your option?

MR. SMALL: Yes, please.

MR. PHILLIPS: Well, we can't give any legal advice.

MR. SMALL: Oh, because -

MR. PHILLIPS: But we're here today to determine whether or not we should demolish all the buildings in the New River Condominium project. And, are you in favor of demolishing it or postponing it?

MR. SMALL: Well, I [inaudible], if they demolish it.

MR. PHILLIPS: Are you in foreclosure now?

MR. SMALL: I'm in foreclosure.

MR. PHILLIPS: Okay. How soon before your auction date?

MR. SMALL: I don't know --

MR. PHILLIPS: Did they give you a sell date, yet, did you get that paper?

MR. SMALL: I don't know because I don't be home too often,

so I haven't get to see the paperwork if it's there or not. I just --

MR. PHILLIPS: But, what would you like us to do?

MR. SMALL: Well, I would like you all to do the best in the interest of all these people that own their condo.

MR. PHILLIPS: Would you like us to perhaps postpone this, the demolition for a while?

MR. SMALL: No, I wouldn't want to postpone it because the longer time you postpone it the more penalty it create, so it's --

MR. PHILLIPS: Okay.

MR. SMALL: It's a choice that, instead I have to be paying the bank and then got to pay extra money on the [inaudible] all the time.

MR. JARRETT: Sir, who is your mortgage company, which bank is it?

MR. SMALL: It used to be Country Mortgage, and they sold it to Aurora Loan Service, so --

MS. HALE: Yes.

MR. PHILLIPS: Thank you.

MR. SMALL: And that building had electrical problems from day one.

MR. PHILLIPS: Thank you, Mr. Small.

MR. SMALL: Thank you.

MR. PHILLIPS: This will be the last person in the

audience, I think we've covered most of the issues. Go ahead, your name?

MR. STRAWBRIDGE: Thank you, Mr. Chair. My name is Scott Strawbridge and I am the Director of Development and Facilities for the Housing Authority of the City of Fort Lauderdale. I just wanted to remark that I visited the site with Gene Groves from HCD. I'm a state certified contractor.

MR. PHILLIPS: What's HCD?

MR. STRAWBRIDGE: Housing and Community Development, the City of Fort Lauderdale. Mr. Groves is in the back there. He encouraged us to come out and have a look and we had already had three donation offers on the table from one or two banks that had said we'll just give you the units. But obviously getting past the critical mass, it really didn't suit us that well. I'm just here to say that we're here to help. If there's a decision not to demolish the property we might be able to get in there and properly rehab it and manage it. That could be a conversation that we would have. Okay?

MR. PHILLIPS: Are you actually part of the City?

MR. STRAWBRIDGE: We are a separate unit of government. Our, we have a board of commissioners, we have our own budget, and so no, we're not directly affiliated with the City.

MR. PHILLIPS: So what would your recommendation be?

MR. STRAWBRIDGE: Well, I've looked at this site from a development perspective. We just finished the Dixie Court



project and I have another 400 units under way in the near vicinity. So we're excited about the prospects of the neighborhood. We also saw some publicly owned land adjacent to there along the waterfront that looked like it could be more of a fee simple opportunity to have a mixed between ownership and rental.

We sure looked at the way it dead ends down there and it was an accident waiting to happen, particularly going condo where you've got minimal management. I can see exactly what happened there, and it really was, I think probably largely due to the lack of direction and management and some over expectations in the market.

The only thing I would have to say is, the units are exceptionally small. And we looked at that and we were a little bit concerned about whether they were really viable in the long run. But just, I'm not proposing anything here, just making our observations to try and be helpful.

MR. JARRETT: Scott, is this something the Housing Authority's entered an agreement like this, has the Housing Authority done this before? Where property has become available was donated to the authority --

MR. STRAWBRIDGE: Yes.

MR. JARRETT: -- and then the authority rehabbed it?

MR. STRAWBRIDGE: And we have a contract with Broward County where we acquire and rehabilitate foreclosed properties.

We've done several million dollars worth of that in just the past few months. We've accumulated about 250 affordable renting units through donation and grant dollars.

MR. JARRETT: So this is something that the Authority has experience with, you --

MR. STRAWBRIDGE: 70 years, yes sir.

MR. JARRETT: -- you're quite confident that no problems. Let me ask you this, would the Housing Authority be the point person on this to try to put this together and work with these attorneys and so on?

MR. STRAWBRIDGE: That is really truly up to the elected officials in the City of Fort Lauderdale. We have not been able to get any direct signals from them as to what their wishes are with the property. I don't want to presume anything. All I can say is we have the capacity to come in and redevelop the site either to rehab it and put it back on the market or to tear it down and put new product there. That's another discussion that we could have.

MR. JARRETT: Would that be a decision by the City Commission or by your trustee, board of trustees?

MR. STRAWBRIDGE: Well, it's both Mr. Jarrett to be honest with you, that, without consent from both parties. But our posture on it right now is that we haven't been able to get a handle on what the City of Fort Lauderdale hopes to do. And when I say that, what I mean is demolish versus save the

building.

MR. PHILLIPS: Well, a suggestion's been made, to this layperson --

MR. STRAWBRIDGE: Yes.

MR. PHILLIPS: I defer to my technical colleagues of the Board, the roof looks decent, the structural concrete walls look okay. Some of the pictures of the inside units unfortunately have been vandalized.

MR. STRAWBRIDGE: Yes.

MR. PHILLIPS: I don't know if there's a cost per unit if it's 10,000 per unit or 25 per unit to redo the wire, retrofit it, but is it something that structurally --

MR. STRAWBRIDGE: Yes, that's --

MR. PHILLIPS: -- your entity could take on this 58-unit project?

MR. STRAWBRIDGE: Mr. Chair, I've saved a lot of old buildings in my time and this one's no problem.

MR. PHILLIPS: All right.

MR. STRAWBRIDGE: It's easier than, Ms. Hale will bear me out on that.

MS. HALE: Yes, yes.

MR. STRAWBRIDGE: A few things around town that were older and more challenging than that. There is a question of funding, I don't have a blank check to do this, but we, as one of the significant, most significant property owners in the area, have

a concern about what it's doing right now. So we are, that's why I said, we're here to help if there's some partnership that we can assist with.

MR. PHILLIPS: I don't know if you can, part of this process deal with the banks, do sort of like loan modifications with some of the owners and get the banks to realize they're going to get wiped out unless they do something --

MR. STRAWBRIDGE: Well, they can come --

MR. PHILLIPS: -- and maybe give it back, let the owner keep it for \$20,000 or something on a \$60,000 note and, I mean, is it, do you ever get involved in that type of --

MR. STRAWBRIDGE: We don't do a lot of home ownership, at least we've never done it in a condominium type of setting. We do it on single-family homes.

MR. PHILLIPS: And rentals you do?

MS. HALE: Rentals.

MR. STRAWBRIDGE: Primarily rentals. We operate about 1,100 rental units in this, in and around the City.

MR. PHILLIPS: Is there someone from the City Manager's office that would be the one that you would have to deal with as opposed to going before the Commission?

MR. STRAWBRIDGE: At this point I would say no.

MR. JARRETT: Scott, would, does the Housing Authority, would they have funds available that they could like for instance, pick up this tab for a month on the steel shutters so

that as an incentive to these --

MR. STRAWBRIDGE: By the way, those shutters came off of our project; we tore it down. They're pretty cool, aren't they?

MR. JARRETT: Are you renting them to the City?

MR. STRAWBRIDGE: No, but I know you're getting hosed, because I did too.

MR. PHILLIPS: Now were getting down [inaudible] stop the hosing.

MR. STRAWBRIDGE: Yes.

MR. JARRETT: Would your funds be flexible enough that in an interest of trying to save this building and an interest to trying to take over the building, do you think that you, that your agency could like, pick up the tab on this for a month that we would feel comfortable to give a 30-day extension so that this might be worked out?

MR. STRAWBRIDGE: You know --

MR. JARRETT: I can see the building is gutted. There's no doubt about it, there's no question about it, but there is, it appears to be a sound shell and if you can, if the City can end up with 58 more units of low income housing that, this could be like a win-win thing.

MR. STRAWBRIDGE: It's also the job creation. And our Step-up apprenticeship program runs the leadership role in doing these rehabs. So we are fulfilling a number of purposes concurrently. We're getting kids off the street, we're getting

them their GEDs, we're giving them two years of paid experience so they can get on their feet and be successful in life.

I have 32 of those apprentices now, we're up from eight three years ago. And there's, we do windows, we do cabinets, these places are like poster children for us. This is what we buy from HUD and FHA to rehab, are these places that have been gutted.

MR. JARRETT: Do you think you could, that the agency, the Authority could come up with this money to --

MR. STRAWBRIDGE: How much money? I came in late.

MR. JARRETT: What was the figure?

MR. PHILLIPS: 6,500 a month is the alleged rental to keep these things up there.

MR. STRAWBRIDGE: The alleged rental --

[inaudible]

MR. JARRETT: The City is currently paying it but they, the Code Enforcement Department has been unable to get the City to continue paying it, and so I'm thinking that if we can, this is a big issue here, I think this is what the Board is concerned about not being able to postpone this is because of the problem that is all of a sudden it's going to be wide open to vandals and squatters and so on.

And if the Authority was flexible enough with its funds that on the premise that they're going to end up with this 58 units of building in the end, could they come up with the 6,500,

and we would feel safe giving you a 30-day extension?

MR. LARSON: Is that only on two buildings? I think that's only on two buildings.

MS. HALE: No, all of them, all five.

MR. JARRETT: Wasn't it on all buildings?

MS. HALE: Five. Yes.

MR. LARSON: Okay.

MR. STRAWBRIDGE: I would have to say this. As much as I hear what you're saying, we're dealing with the public's money.

MR. JARRETT: Right. I understand.

MR. STRAWBRIDGE: And this sounds like a little bit more of a, of a riverboat gamble than I want to represent to our board.

MS. HALE: Okay.

MR. STRAWBRIDGE: With all due respect, I think you can understand. If I had more information from the lenders, and one of the things I do want to say is, is collectively if the lenders want to get together and discuss some out-of-the-box ideas, my door is open. That's fine.

MR. PHILLIPS: Well, they've got to know where your door is and how to call you, so.

MR. STRAWBRIDGE: Yes. I'll take care of that.

MR. PHILLIPS: Are you, did you meet all those folks?

MR. STRAWBRIDGE: No, I came in late, I'm sorry.

MS. HALE: Well, they all raised their hands. All of those attorneys, raise your hand, now do you see this man?

MR. STRAWBRIDGE: We can meet out in the -- I'll pass out cards, I don't want to take any more of your time.

MR. PHILLIPS: Thank you.

MR. LARSON: Scott, Scott, I have a question for you, a couple of them.

MR. STRAWBRIDGE: Hi Don.

MR. LARSON: How are you? The square footage on these things, about how much are they?

MR. STRAWBRIDGE: They're like 550. Yes, that's the issue.

MR. LARSON: Are they all one-bedrooms?

MR. STRAWBRIDGE: Yes. And our program --

MS. HALE: I thought there were two bedrooms. No, they're telling me --

MR. STRAWBRIDGE: Oh wait, they're two and three, excuse me.

MS. HALE: Two.

MR. LARSON: Well, I ask a question and 14 people are answering me. I only want [inaudible]

MR. STRAWBRIDGE: Yes, I think they're right, I think they're right. There are some two and three bedrooms --

MS. HALE: Yes.

MR. LARSON: Okay.

MR. STRAWBRIDGE: -- and they are extremely small.

MR. LARSON: But you, even the two and three bedrooms are even small.



MR. STRAWBRIDGE: Yes.

MR. LARSON: Do you think if it was, if there, if it ever was rehabbed, you think the being able to change the inner structure to make them, take the, take the 550 or 600 square feet and make it a 7 or an 800 square feet, do you think that would be feasible in that building?

MR. STRAWBRIDGE: We've talked about that a little bit; we haven't arrived at any decisions. We took a quick look at it. We, this bank offered us, we talked to the district Commissioner and the CRA and we didn't really get any sense of, we didn't want to push forward in the wrong direction. One thing I might recommend is that, that property falls within the CRA and it certainly seems like something that they ought to be able to pull, they've got a couple million dollars in their checkbook. Are you watching Al?

MR. PHILLIPS: The one woman who came up here that lives in the neighborhood, she said something that caught my ear. She said the stakeholders. And I think it's clear that the stakeholders involved in this --

MR. LARSON: The banks.

MR. PHILLIPS: The CRA, your department, the City, the unit owners, the banks, the lawyers --

MS. HALE: And the neighborhood [inaudible], yes, the neighbors.

MR. STRAWBRIDGE: I can say this, Mr. Chair, I can say that

if they want to contribute to putting this off for a month, then, if I saw the leadership from them I probably wouldn't worry too much about me getting in trouble.

MR. PHILLIPS: Okay.

MS. HALE: Okay.

MR. PHILLIPS: Thanks.

MR. STRAWBRIDGE: Okay?

MR. PHILLIPS: I think we should close the discussion. I mean any from the outside commentary. If the Board would like to have some discussion. John?

MR. BARRANCO: I just had a question for the Building Code Official, Chris?

MR. AUGUSTIN: Chris Augustin, Building Official.

MR. BARRANCO: How are you?

MR. AUGUSTIN: Good.

MR. BARRANCO: You did inspect the site yourself.

MR. AUGUSTIN: Yes I did, every single unit, I walked through it with Burt.

MR. BARRANCO: Do you think that if it were rehabbed that it could be a level 1, level 2 type alteration, where we wouldn't have to bring everything up to code, we're just replacing fixtures kind of thing, repair?

MR. AUGUSTIN: I believe so.

MR. BARRANCO: Yes, just trying to evaluate the feasibility of rehabbing this thing because if you get into having to build

a new building, it may not be worth it, but if it's a repair level 1, level 2, maybe.

MR. AUGUSTIN: Burt and I were just, we were kind of looking at that trying to see, see where it falls. It's kind of hard to determine the dollar value.

MR. BARRANCO: Yes. Okay. Is it based on dollar value still?

MR. AUGUSTIN: It is percentage, yes.

MR. BARRANCO: Is it, dollar value, I thought it was square footage.

MR. JARRETT: No.

MR. AUGUSTIN: No, I don't believe square footage is -

MR. BARRANCO: I thought they changed that in the recent code.

MR. AUGUSTIN: You've got to go to the existing book, the orange book.

MR. LARSON: Is there any chance of closing off the outside perimeter with a higher, with a fence trying keep as many people that had make them go over the fence instead of leaving the unit, the property wide open to walk through the front door?

MS. HALE: I think it's because it's on a river that makes it a little bit difficult, because they'll just come down the water.

MR. LARSON: Well, I know, but --

MS. HALE: Am I correct? Yes.

MR. LARSON: Well, I understand, I understand they'll do that Pat. But I'm just trying to block the other three doors and make it as miserable as possible for a thief. But if a thief wants to get in, I don't care how miserable, they're going to go.

MS. HALE: They'll go from downriver then.

MR. AUGUSTIN: I don't think the fence is going to make a lot of difference.

MS. HALE: No.

MR. LARSON: Not going to make a lot of difference, okay. Because that's going to depending on how I've vote and which way we're going to go. I see three different possibilities.

MR. PHILLIPS: Excuse me.

MR. LARSON: One, because of the complexity and the damage that's already there and the mess that we've, that's incurred, though I feel sorry for the homeowners, I see the possibility of possibly tearing it down. Yet as a former builder and have done a lot of remodeling and stuff such as Scott, I see also the possibility of the rehab.

The only thing that bothers me is the 550 to 600 square feet on a one-bedroom, that's a little bit tight. Because what'll happen, you'll get three or four people into that one bedroom and that makes it a little problem for the unit owners there. The other possibility I see is the fact that if the banks and all those that are involved with it will donate their

units into a central agency, the possibility for Scott to do what he has to do is there.

So I'm really tugging as a former builder which way I want to go on this thing because I don't think that the area deserve, continue to deserves the vandalism and stuff that's gone on all this time and need to be [inaudible]

MS. HALE: I think that's --

MR. PHILLIPS: Excuse me Pat but, Mr. Larson, go ahead.

MR. LARSON: Yes, I'm finished.

MR. PHILLIPS: You finished Don?

MR. LARSON: Yes, I'm finished.

MR. PHILLIPS: Pat, go ahead.

MS. HALE: I said, I think the vandalism has stopped with these shutters, am I correct?

MR. AUGUSTIN: Yes.

MS. HALE: Yes. So, we haven't had any vandalism, or basically, for the last three months. It was all from the time that they boarded in June. That, those wooden boards must have been a real advertisement: comes this is vacant.

MR. AUGUSTIN: Well, I think they got in there and started tearing it apart, we boarded it up and then they just they still [inaudible]

MS. HALE: Because there's no electricity, am I correct? It's just pitch black at night.

MR. AUGUSTIN: They've taken everything that's possibly

worth anything in the place.

MS. HALE: Yes.

MR. PHILLIPS: Any other comment Board?

MR. CROGNALE: Yes --

MR. WEYMOUTH: I have a question --

MR. PHILLIPS: Joe first and then you'll [inaudible] you out.

MR. CROGNALE: Yes, from a professional standpoint, looking at the pictures, all right? They are doable to do a rehab on them, they are doable. Rewired, new plumbing, drywall, no Chinese drywall, but regular drywall. It is a doable thing if the roof, the structure, your foundation is there. So it is a doable thing if they decide to press forward on it. And that's from the professional point of view.

MR. WEYMOUTH: Is the board-up service for the wood and for the aluminum shutters the same company, do we use, they're different companies?

MR. AUGUSTIN: Different companies.

MS. HALE: Yes.

MR. PHILLIPS: Who negotiates the terms of that contract, contract negotiations, the City, or is that--

MR. MALONEY: The City Procurement.

MR. PHILLIPS: You know, it would be nice if, you know, the City's a business and if it could, whatever leverage it has, if there are other projects going on, or other issues that come up

in hurricane season, would there be a chance of this company --

MR. WEYMOUTH: Donating [inaudible].

MR. PHILLIPS: -- maybe contributing it for three months gratis to allow this time to be, to be worked out.

MR. MALONEY: The company?

MS. HALE: Yes.

MR. PHILLIPS: Yes, VBS. And someone contact them and say look, we need you to throw in three months during the hurricane season for the, you know --

MR. MALONEY: Well, we can --

MR. PHILLIPS: -- and we'll be certainly appreciative as other contracts come up.

MR. MALONEY: The only bright spot to this is that, if we were to continue with a contractor or a new contractor, whatever, I think with the negotiation we may be able to bring it down somewhat, the cost. So, but, at this point we haven't been doing that based upon the limited amount of funds we have. If we had help with that we may be able to do something, so.

MR. PHILLIPS: In terms of negotiations?

MR. MALONEY: In terms of negotiations, in terms of who's been doing the negotiations in the City?

MR. PHILLIPS: Yes.

MR. MALONEY: That's the, Procurement does that for us.

MR. PHILLIPS: Okay.

MR. MALONEY: That's their expertise.

MR. PHILLIPS: Well, maybe you can --

MS. HALE: Well, we know --

MR. PHILLIPS: -- notify them of where we're at and perhaps that can be part of the emergency negotiations with them.

MR. MALONEY: Well, we also --

MR. PHILLIPS: So that eight days from now, they don't take it down.

MR. MALONEY: Well, more problematic is that things such as this have to go before the City Commission when it's not budgeted for, and that's, we, on almost every item at this point. And that's a factor to consider, obviously.

MR. WEYMOUTH: Is there somebody that can make a quick call to them and see if they're in a generous mood and want to give us 60 days until we can resolve this?

MR. MALONEY: I can always call --

MR. PHILLIPS: Who is PBS, it is a local company?

MR. MALONEY: No, they are out of Chicago, they're very, they, they're throughout the whole country and they're very, very good company. They have a great track record, and they're the only company that we could really go to that, that we could lease from and that could ensure us that they'll keep this place safe.

MR. PHILLIPS: Sure.

MR. MALONEY: That's why we're using them; that's why they're quite expensive.



MS. HALE: Sir, do we have a meeting set up between you and the various attorneys? I know you're all chatting over there in the corner.

MR. MALONEY: Right --

MS. HALE: Have you set up a preliminary meeting?

MR. MALONEY: Well, we'll probably be doing that tomorrow because -

MR. PHILLIPS: Oh, good.

MS. HALE: Okay, that's fine.

MR. MALONEY: We're getting all the people that need to, they're getting their contacts, and they'll be all contacting me and we'll try to facilitate.

MR. PHILLIPS: Okay.

MS. HALE: Fantastic. I think it would be a good idea, to any of those meetings to include, at least let Scott know--

MR. MALONEY: Oh, absolutely, absolutely

MS. HALE: -- that you're having that meeting, because whatever he will do for you will be fantastic.

MR. PHILLIPS: All right, would anyone like to make a motion to the Board?

MR. LARSON: I'll make the motion that we give them a 30-day extension. I don't have a sheet of paper to give you the exact dates, but -

MR. PHILLIPS: You have to read the --

MR. JARRETT: You have to read the, this one right here.

MR. LARSON: I don't have that, I don't have that in my packet.

MS. PARIS: And that would be 28 days.

MR. LARSON: Pardon?

MS. HALE: Yes.

MS. PARIS: Either 28 days to July 15 or 63 days to August 19.

MR. LARSON: I move that we find that the violations exist as alleged and that we order the property owner to demolish the structure within 30 days --

MR. PHILLIPS: You've got the wrong form.

MS. HALE: Wait, wait. Here.

MR. LARSON: That's the wrong form, scrap that one.

MR. PHILLIPS: Calm down back --

MR. LARSON: Well, they told me I had to read it and I read what they gave me.

MR. JARRETT: I'm sorry, I handed you the wrong one.

MR. LARSON: That's okay. I move that we find the violation exists as alleged, or only the following violations exist as alleged and that we grant the respondent --

MR. PHILLIPS: Respondents.

MR. LARSON: -- the respondents, yes, put an S on that, where am I at here? On June would be what, 28 days, you say?

MS. PARIS: Correct, yes, 'til July 15.

MR. LARSON: 28 days to bring the property into compliance

by, what's the --

MS. PARIS: July 15 2010.

MS. HALE: July --

MR. LARSON: July 15, and that'll give them the time to put their act together and come back and then we can make a final decision. I do see --

MR. PHILLIPS: Any second?

MS. HALE: I'll second.

MR. PHILLIPS: Any, is there any discussion other than what we've already gone over?

MR. BARRANCO: Yes, I just want --

MR. PHILLIPS: John?

MR. BARRANCO: I just want everybody to understand, this is an extension and the only authority we have as a Board is to demolish that structure or give you an extension. And we're giving you that extension so that you can come up with a plan and present us a viable plan next time, because our only option is to demolish that structure. So I want everybody who is here to understand that.

MR. PHILLIPS: Good point. All right, no further discussion? All in favor of the motion say aye.

BOARD MEMBERS: Aye.

MR. PHILLIPS: All opposed? Motion passes.

[INDEX](#)

**Communications to the City Commission**

MR. PHILLIPS: Now, can I make a suggestion that for the good of the City we perhaps make a suggestion to our City Commission and maybe to the City Manager's office?

MR. JARRETT: That'd be a good thing.

MS. PARIS: Well, the last thing we do is Communication to the City Commission, is this part of that?

MR. PHILLIPS: Yes.

MS. PARIS: Whatever it is, we will need a consensus among the Board in order to bring it forth. It's for the good of the City. And it'll be presented to the Commission, correct.

MR. PHILLIPS: The good of the City.

MR. BARRANCO: Is that the last case?

MR. PHILLIPS: Yes, that's the [inaudible].

MS. PARIS: Yes.

MR. BARRANCO: Oh, okay.

MS. HALE: That's the only one.

MR. PHILLIPS: I'd like to, can I make it as the Chairperson today?

MS. PARIS: Sure.

MR. PHILLIPS: I like to suggest that there be a consensus resolution to our commissioners that as Mr. Barranco has said, we have granted an extension of time for the demolition to enable the stakeholders, the mortgagees, property owners, possibly the CRA, the City Manager's office, the homeowners, to meet to --

MR. JARRETT: And the Housing Authority.

MR. PHILLIPS: -- and the Housing Authority, to first and foremost, resolve the issue of securing the premises with these PVS metal frames, and number two that the City perhaps might appoint a point person or an ombudsman to deal with issues of donating to a CRA type of facility or dealing with the banks to try to continue the payment of the monthly rental, and C, to generally preserve this property if it's economically feasible, quickly enough that we don't have to take the step of ordering its demolition.

MS. PARIS: Does everyone on the Board agree?

MR. JARRETT: I do. And staff can edit that just a little, make it shorter.

MS. PARIS: Is there anyone on the Board that disagrees?

MS. HALE: No, did we include the CRA representative in this? Okay.

MR. MCKELLIGETT: This has to be consensus to the Commission, so I suggest somebody second that.

MS. HALE: Second.

MR. MCKELLIGETT: And you can vote on it.

MR. PHILLIPS: Okay, all right. Consensus made and seconded. All in favor say aye.

BOARD MEMBERS: Aye.

MR. PHILLIPS: Any opposed? It's unanimous consensus. Anything else Madame Clerk?

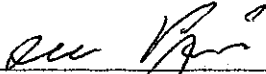
MS. PARIS: No, that concludes our hearing. Thank you.

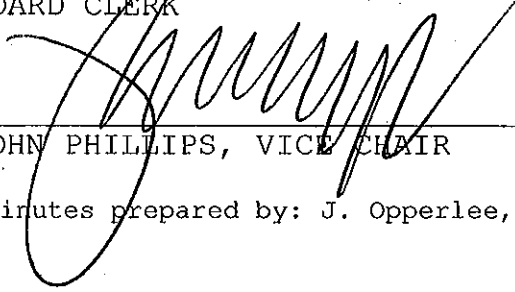
Unsafe Structures Board

June 17, 2010

Page 94

Meeting concluded at **4:43** pm.]

  
\_\_\_\_\_  
BOARD CLERK

  
\_\_\_\_\_  
JOHN PHILLIPS, VICE 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 June 17, 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 19 day of August, 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 19 day of August, 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: