

**CITY OF FORT LAUDERDALE
 UNSAFE STRUCTURES BOARD
 THURSDAY, JULY 15, 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 [until 5:13]	P	4	5
John Phillips, Vice Chair	P	6	2
John Barranco [3:09-5:13]	P	8	1
Joe Crognale	P	9	0
Pat Hale	P	9	0
Joe Holland	P	8	1
Thornie Jarrett	P	8	1
Don Larson	P	7	1
Michael Weymouth	A	8	1

City Staff

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

Communication to the City Commission

None

Witnesses and Respondents

CE08010842: Annie Townsend, owner; Henrietta Townsend, owner; Carnetta Best, owner
 CE10021734: Janice Merilus, attorney for Chase
 CE10021721: Zachary Bailey, owner

CE10021751: Karen Black-Barron, Attorney for Bank of America
CE10021633: Sean Andrew Marshall, attorney
CE10021638: Kwan Drake, owner
CE10021714: Marie Belgrave, owner's fiancée
CE10021702: Clifton Reed, owner
CE10021635: Gabriella Hall, owner; Ian Mikel Hagen, friend
CE10021687: Gevonne Lawrence, owner; Tanya Groves, owner
New River Condo: Adam Malley, attorney for Bank of America;
Dinna Marrie Toth, attorney for Bank of America; Jennifer Blair,
attorney; Jennifer Calderelli, attorney; Lara Capplis,
paralegal; Yolanda Peary, owner; Scott Strawbridge, Housing
Authority of the City of Fort Lauderdale; Kathleen Angione,
attorney for Fannie Mae; Sue King, bank representative; Tami
Phillips, owner; Gregory Taylor, attorney; David Thomas, agent;
Beatriz Gomez, owner; Daniel Bender, owner; Ludithis Bender,
owner, Bruce Drumm, investor

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<u>Case Number</u>	<u>Respondent</u>	<u>Page</u>
1. CE08010842 Address: Disposition:	CARNETTA BEST, DELOISE TOWNSEND ANNIE BAYNHAM & HENRIETTA SMITH 2620 NW 21 ST 29-day extension to 8/19/10. Board approved 8-0. The Board requests that Sharon Miller and Terry Burgess appear at the August hearing to give the Board an opinion on this case.	<u>9</u>
2. CE08101034 Address: Disposition:	50 ISLE OF VENICE LLC 50 ISLE OF VENICE Withdrawn: permits issued.	<u>19</u>
3. CE10021620 Address: Disposition:	FEDERAL NATIONAL MORTGAGE ASSN 451 NW 23 AVE # 01 63-day extension to 9/16/10. Board approved 8-0.	<u>25</u>
4. CE10021621 Address: Disposition:	MEISTER, JONATHAN M & MEISTER, LAURA 451 NW 23 AVE # 02 63-day extension to 9/16/10. Board approved 8-0.	

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- 5. CE10021622** PHILLIPS, TAMI A
Address: 451 NW 23 AVE # 03
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 6. CE10021624** JONES, KAMILAH
Address: 451 NW 23 AVE # 04
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 7. CE10021625** GARCIA-ACOSTA, ANNETTE & ACOSTA, RICA
Address: 451 NW 23 AVE # 05
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 8. CE10021626** SZNUK, EWA & SZNUK, ROBERT
Address: 451 NW 23 AVE # 06
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 9. CE10021627** ALONSO, VICTORINO & ALONSO, LYDIA
Address: 451 NW 23 AVE # 07
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 10. CE10021628** FEDERAL NATIONAL MORTGAGE ASSN
Address: 451 NW 23 AVE # 08
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 11. CE10021636** MORENO, ANGEL
Address: 471 NW 23 AVE # 09
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 12. CE10021629** DREAM MAKER INVESTMENTS LLC
Address: 471 NW 23 AVE # 10
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 13. CE10021630** WACHOVIA MORTGAGE CORPORATION
Address: 471 NW 23 AVE # 11
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 14. CE10021631** SAPP FAMILY LAND TRUST

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- ABRAHAM & SWEENEY PA TRUSTEE
Address: 471 NW 23 AVE # 12
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 15. CE10021632** EQUITY GATEWAY, LLC
Address: 471 NW 23 AVE # 14
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 16. CE10021633** FEDERAL NATIONAL MORTGAGE ASSN
Address: 471 NW 23 AVE # 15
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 17. CE10021634** COUNTRYWIDE HOME LOANS SERVICING, LP
Address: 471 NW 23 AVE # 16
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 18. CE10021635** HALL, GABRIELA
Address: 471 NW 23 AVE # 17
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 19. CE10021637** BENDER, LUDETHIA SCHERINE
Address: 480 NW 24 AVE # 18
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 20. CE10021638** DRAKE, KWAN
Address: 480 NW 24 AVE # 19
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 21. CE10021639** THOMPSON, RONALD
Address: 480 NW 24 AVE # 20
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 22. CE10021641** WRAY, CHRISTINE A GEORGE
Address: 480 NW 24 AVE # 21
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 23. CE10021642** GARCIA, TAMARA & JORGE

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Address: 480 NW 24 AVE # 22
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

24. CE10021645 BROWN, TERESA ANN
Address: 480 NW 24 AVE # 23
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

25. CE10021647 PEAVY, YOLANDA D
Address: 480 NW 24 AVE # 24
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

26. CE10021649 DEUTSCHE BANK NATIONAL TRUST CO AS TRUSTEE
Address: 480 NW 24 AVE # 25
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

27. CE10021652 U.S. BANK N.A. AS TRUSTEE
CITIGROUP MORTGAGE LN TR INC
Address: 500 NW 24 AVE # 26
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

28. CE10021655 CHASE HOME FINANCE LLC
Address: 500 NW 24 AVE # 27
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

29. CE10021659 HOUSTON, MARC & ROCHELLE
Address: 500 NW 24 AVE # 28
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

30. CE10021662 SECRETARY OF HOUSING & URBAN DEV
C/O NATIONAL HOME MGMNT SOLUTIONS LLC
Address: 500 NW 24 AVE # 29
Disposition: 63-day extension to 9/16/10. Board approved 8-0.

31. CE10021664 MARRERO, ORLANDO
Address: 500 NW 24 AVE # 30
Disposition: 63-day extension to 9/16/10. Board

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approved 8-0.

32. CE10021666 GREGOIRE, JEAN YVES & NARCISSE, CARME

Address: 500 NW 24 AVE # 31

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

33. CE10021667 CEBALLOS, LUIS COLPAS

Address: 500 NW 24 AVE # 32

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

34. CE10021668 VASQUEZ, ASHLEY JADE

Address: 500 NW 24 AVE # 33

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

35. CE10021669 COPELAND, CATHYE LYNN EST

Address: 510 NW 24 AVE # 34

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

36. CE10021672 ACOSTA, MARIA D SUAREZ

Address: 510 NW 24 AVE # 35

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

37. CE10021674 SIMEON, MARLINE

Address: 510 NW 24 AVE # 36

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

38. CE10021677 JOHNSON, SANDRA DIAS &
JOHNSON, BARRON WILLIAM

Address: 510 NW 24 AVE # 37

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

39. CE10021678 LUBIN, GERMAIN & ASTRIDE

Address: 510 NW 24 AVE # 38

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

40. CE10021680 SOTO, MANUEL

Address: 510 NW 24 AVE # 39

Disposition: 63-day extension to 9/16/10. Board

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approved 8-0.

41. CE10021683 REDDING, MURIAL DELOISE
Address: 510 NW 24 AVE # 40
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

42. CE10021685 MCMILLIAN, CAROLYN F
Address: 510 NW 24 AVE # 41
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

43. CE10021687 GROVES, TANYA AYESHA &
LAWRENCE, GEVONNE ANTOINETTE
Address: 510 NW 24 AVE # 42
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

44. CE10021692 PEREZ, JOSE ANTONIO & ILEEN
Address: 510 NW 24 AVE # 43
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

45. CE10021696 GREEN, DIANA
Address: 510 NW 24 AVE # 44
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

46. CE10021699 YERO, REISY
Address: 510 NW 24 AVE # 45
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

47. CE10021702 REED, CLIFTON
Address: 510 NW 24 AVE # 46
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

48. CE10021707 VALERIANO, NORA M
Address: 510 NW 24 AVE # 47
Disposition: 63-day extension to 9/16/10. Board
approved 8-0.

49. CE10021711 GMAC MORTGAGE LLC
C/O FEDELITY/GMAC MORTGAGE CORP
Address: 510 NW 24 AVE # 48

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Disposition: 63-day extension to 9/16/10. Board approved 8-0.

50. CE10021714 SMALL, SAMUEL AUGUSTUS

Address: 510 NW 24 AVE # 49

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

51. CE10021718 JOLLY, KIM D

Address: 510 NW 24 AVE # 50

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

52. CE10021721 ARTIS, CURTIS & BAILEY, ZACHARY

Address: 510 NW 24 AVE # 51

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

53. CE10021725 WACHOVIA MORTGAGE CORP

Address: 510 NW 24 AVE # 52

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

54. CE10021729 MILLER, ANTHONY J JR &
TERRY-MILLER, KIMBERLA L.

Address: 510 NW 24 AVE # 53

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

55. CE10021734 JP MORGAN CHASE BANK, NA

Address: 510 NW 24 AVE # 54

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

56. CE10021737 NELSON, KIMBERLEY VERNA

Address: 510 NW 24 AVE # 55

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

57. CE10021741 SECRETARY OF HOUSING & URBAN DEVELOPMENT
C/O NATIONAL HOME MORTGAGE SOLUTIONS,
LLC

Address: 510 NW 24 AVE # 56

Disposition: 63-day extension to 9/16/10. Board approved 8-0.

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- 58. CE10021744** MURRAY, SHERRI D
Address: 510 NW 24 AVE # 57
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 59. CE10021747** NELSON, KAREN Z
Address: 510 NW 24 AVE # 58
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 60. CE10021751** BONELLI, LUIS
Address: 510 NW 24 AVE # 59
Disposition: 63-day extension to 9/16/10. Board approved 8-0.
- 61. CE09121146** MOUSTAKIS, ALBERT & MOUSTAKIS, JEANNETT, ESTATE [97](#)
Address: 1010 SW 2 CT
Disposition: Immediate demolition. Board approved 8-0.

The regular meeting of the Unsafe Structures Board convened at 3:03 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Board members introduced themselves in turn.

All individuals giving testimony before the Board were sworn in.

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Case: CE08010842

Carnetta Best, Deloise Townsend,

Annie Baynham & Henrietta Smith

2620 Northwest 21 Street

MS. PARIS: Our first case is an old business case on page one at the top. Case CE08010842, the inspector is Gerry Smilen, the address 2620 Northwest 21 Street. The owners are Carnetta Best, Deloise Townsend, Annie Baynham and Henrietta Smith.

We have service by posting on the property 5/28/10, advertised in the Daily Business Review 6/25/10, 7/2/10. Violations, certified mail as noted in the agenda.

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

MR. SCHERER: Good afternoon. How are you?

MS. BEST: Good afternoon. I'm okay. [inaudible] Carnetta Best, 2620 Northwest 21 Street. I'm kind of, not upset, but because I got, I received some warning prior to this. We was told several days ago, because the property has not enough footage. It's a one half property, that the property has to be considered one property and be demolished. We was hoping that the owner of the property next to us, Wachovia, was here so we can see what their plans are, but apparently not here so. The rule is left up to you. I don't know --

MR. SCHERER: This is the roof that's, you have to redo the roof and you can't do it without them and --

MS. BEST: That's true. But the complete structure next door need to be demolished. On our side, it is boarded, the property is taken care of. There's no lien on it, in other words, it's up to date. But because of the rulings, the research, and they found that it was not enough to stand alone, they both must be demolished. And so that's where we are today.

MR. SCHERER: Okay.

MS. BEST: And that's, we are trying to renovate the property, but we can't put money in property that they eventually could destroy. So.

MR. SCHERER: So, what would you like for the Board --

MS. BEST: I would like for the Board allow us to find some, find a way to discuss this problem with Wachovia and see what we can do, whether they plan on renovating the property or allowing us to purchase the property or they purchase both properties. Because we do have equity in the house, it's no lien, everything on the property. So I would like for them to give us, for you to give us enough time to get in touch with them, since no one's here now. That we can call them and see what they plan on doing about it.

MR. SCHERER: And you said that if we, if they tear down half of it --

MS. BEST: They have to take both according to Terry. They have to, and Mr. Smilen.

MR. SCHERER: Okay.

MS. BEST: And they knew at the beginning, this had to happen. So we're making history here; there's many other properties like that. So if something happen to one structure apparently, they'll find themselves in the same situation we are in, so, I don't know.

MR. SCHERER: Board?

MS. BEST: I would like for the Board allow us time to speak with Wachovia and see what we could do.

MR. SCHERER: Board have any questions or comments?

MR. JARRETT: Are you asking for like a 30-day extension?

MS. BEST: Yes, yes.

MR. JARRETT: And you would come back to us at 30 days and?

MS. BEST: Yes.

MR. SCHERER: Have you contacted Wachovia?

MS. BEST: I have not. I understand that I'm trying to contact them but I haven't been able to. I think Mr. Smilen said he also tried to contact them, but I would have to really find out who own the, where's the property, I mean, who own the property and how we can come and negotiate with them. So we can get done with that part. I hate this. Find myself in this situation. I've been here many times trying to avoid some of the things I heard and it's sad and this is what my mother left us, you know, and we're going to go down, were going to go down fighting.

MR. CROGNALE: Any recommendations from staff?

MS. BEST: Huh?

MR. CROGNALE: Any recommendations from staff?

MR. SCHERER: Gerry, do you have any?

INSPECTOR SMILEN: Gerry Smilen, Building Inspector, City of Fort Lauderdale. I will confirm after speaking with Terry Burgess that at the way it stands right now, as long as this lot that the duplex sits on remains as two separate folio numbers with two separate ownership, there is no way to just demolish one half without taking down both. There are a couple of scenarios that can happen.

[Mr. Barranco arrived at 3:09]

Wachovia did buy the property through a tax sale. We haven't had, as far as I know, I haven't seen it recorded yet, and as a result, we don't have a contact for them. But, a couple of scenarios that could happen would be, for instance, Wachovia could sell that half of the property or make some arrangement to give that property to these people here and as a result, they would own both sides. That side could be demolished and then the building could stand by itself, because there's a unity of title between the two properties.

Another scenario would be, of course, if Wachovia decided that they wanted to rebuild the whole thing and that they would buy them out. But at this point we don't have any contact with Wachovia and they haven't shown up here to respond to this.

MR. SCHERER: Okay.

MR. HOLLAND: We, you've quoted Terry or represented that there is a code that can be referenced regarding this duplex, got to tear both down, or is this a judgment call at some level?

INSPECTOR SMILEN: I can't speak exactly, I'm not a zoning expert. But what I can tell you is after speaking to Terry that was his opinion that we could not at this point take down the west side of this duplex, which would be 2630, and leave 2620 up by itself. There's no side set -- it doesn't meet the side setback requirements.

MR. HOLLAND: We had requested some help with that from counsel. Ginger, are you able to comment or is Sharon Smith able to comment on this? Are we going to avoid that avenue?

MS. WALD: Actually, Ginger Wald, Assistant City Attorney, Terry Burgess is the correct person to make that determination. He's the one who actually put in the opinions for the City as, even though he's the assistant of Planning and Zoning, his determination.

MR. HOLLAND: A legal opinion or --

MS. WALD: I actually do not make that determination. He is the person in the City who would make that determination. I believe he was here last time, if memory serves me correct, when we had both cases on.

MR. HOLLAND: And there was a question dangling and we requested help, and we don't have it.

MS. WALD: Yes. And he was supposed to come up with the

determination and I didn't --

MR. HOLLAND: And it's coming by messenger here, and I think we shifted subjects real quick, but it was paramount. And so is, the poor, the statement about not being able to do both roofs I can't accept that you can't do one without doing them both. And I think some precedence's could be set here. If we got to set them, we'll set them, but I think we could use some help with this. And again, I think it's --

MR. PHILLIPS: Ginger, wouldn't the setback argument be if it was a new structure, but it's an in-place, and what Gerry mentioned, if the destroyed one is demolished, any future use of that lot that Wachovia has could only be to complete another half of the duplex. So I don't think the setback argument - you can't have a building in place that, say you're now out of setback because we destroyed the other half. That seems to me more legal than practical.

MS. WALD: It is an argument, it is an argument that can be made, that can be made. My problem is, I thought we were actually going to either have Terry here or something in writing from Terry, from my very poor memory from the last time. And I don't have either, so I can't answer in that regard, because we were also waiting for that response.

MR. PHILLIPS: Are people still living in the house, Gerry?

MS. WALD: I don't think so.

MS. HALE: No, no.

MR. LARSON: Mr. Chairman?

MR. HOLLAND: Ginger, I, quite frankly, I think we deserve access to Sharon Miller, if she can give us an opinion on that or a citation or how the whole thing can be expressed other than Terry told me so. I mean, we got to do better than that.

MR. PHILLIPS: Joe, you want to maybe postpone it to get them in here?

MR. SCHERER: Well, why don't we, if you'd like to make a motion.

MR. PHILLIPS: I'd like to move we grant an extension of time of 30 days and, so that the --

MR. SCHERER: That's to the August 19?

MS. HALE: Nineteenth.

MR. SCHERER: August 19.

MR. PHILLIPS: Nineteenth. So that, and we request that Sharon Miller and Terry Burgess both be in here with a definitive answer to the question that these folks are entitled to.

MR. SCHERER: Okay, there's a motion, is there a second?

MS. HALE: Yes. I'll second.

MR. SCHERER: There's a second.

MR. LARSON: Jack, can I, Mr. Chairman, can I make a comment after the motion is done?

MR. SCHERER: Sure. There's -- go ahead.

MR. LARSON: No, go ahead, finish your --

MR. SCHERER: We have a motion and a second, now it's discussion.

MR. LARSON: I'm just thinking that One: looking at, it would be good, it behooves the owner of the other half of the duplex to get a hold of Wachovia somehow and see if she can't either get a buyout or have them give it to her, given to her somehow while we're trying to do the other part through the City Code Board. And then with the extension that Jack, [inaudible] extension that's going on that we're going to give.

MR. SCHERER: Okay.

MR. BARRANCO: I've also got a comment.

MR. SCHERER: Sure.

MR. BARRANCO: I'm sorry for being late. First call.

MR. SCHERER: It's okay.

MR. BARRANCO: And the next --

MR. PHILLIPS: I'm sorry for taking your chair.

MR. BARRANCO: Thanks. And my question is probably related to my being late and it's probably been asked already. The homeowner, would you all be upset if we tore your house down? That's a bad thing, right?

MS. BEST: Yes.

MR. BARRANCO: Okay. I just want to be sure. Thanks.

MR. SCHERER: That actually was not asked. I'm glad you asked it though, so.

MR. PHILLIPS: Can I ask them, do you people have a family

attorney? Is it Mrs. McCutcheon? What's your last name, ma'am?

MS. BEST: Townsend.

MR. PHILLIPS: Townsend, I'm, oh, excuse me. Deloi,
Deloise?

MR. SCHERER: You have to come on up to the mic.

MR. PHILLIPS: Are you Oglatha?

MS. TOWNSEND: Yes. I'm Henrietta. Oglatha's deceased and
so is Deloise Townsend.

MR. PHILLIPS: So you're Henrietta. Okay.

MS. TOWNSEND: I'm Henrietta. I'm not [inaudible]

MR. PHILLIPS: Do you ladies have a family attorney?

MS. TOWNSEND: No we never acquired one.

MR. PHILLIPS: Got to get one.

MS. TOWNSEND: I will.

MR. PHILLIPS: I mean like, I'd call one up, tell you
there's Legal Aid, there's Help Me Howard. There's a bunch of
lawyers that probably hang around the back of this room if you
stick around for the next case. That's the type of
intervention, you need.

MS. TOWNSEND: Okay.

MR. SCHERER: All right, so we have a motion and a second.
Any more discussion? Seeing none, all those in favor say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: Opposed? Motion carries. Thank you, see you
in 30 days.

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Case: CE08101034

50 Isle of Venice LLC

50 Isle of Venice

MS. PARIS: At the bottom of page one, case CE08101034, 50 Isle of Venice is withdrawn; they did get their permits today.

MR. PHILLIPS: Is that the one we got the e-mail on?

MS. PARIS: I'm not sure.

MR. PHILLIPS: Yes, I'm just, we got an e-mail, and I didn't even look at it because I didn't think it was appropriate for us to get *ex parte*.

MR. SCHERER: Okay, next.

MS. PARIS: I'm not sure, but that concludes our three o'clock cases.

MR. SCHERER: Okay.

MS. PARIS: We'll start again at 3:30. However, in the interest of time, I have an e-mail from Jonda Joseph that I was going to read at the end of the meeting. But if you'd like I can read it to you guys now.

MS. HALE: Read it now.

MR. JARRETT: Excuse me.

MR. SCHERER: Sure, what's --

MR. JARRETT: Can I ask one question?

MR. SCHERER: Go ahead Thornie.

MS. PARIS: Yes sir?

MR. JARRETT: I didn't hear the outcome of the Isle of Venice. It was postponed?

MS. PARIS: They got their permits today.

MR. SCHERER: They got permits.

MS. PARIS: It's been withdrawn.

MR. JARRETT: Oh, okay.

MR. PHILLIPS: Demolition permit?

MS. PARIS: The permits were issued and paid for today.

MS. HALE: No, he was going to put the place back together again.

MS. PARIS: Correct.

MS. PARIS: If you'd like to hear from the inspector. We can have him come up and speak to you.

MS. HALE: Yes.

MR. PHILLIPS: No, it's okay. It's withdrawn. Next case.

MR. SCHERER: Yes, it's withdrawn.

MS. PARIS: It was withdrawn, yes.

MR. SCHERER: Go ahead and read the e-mail and let's --

MS. PARIS: Okay, I, we received an e-mail, and you guys may have gotten this, because it was going to be put in the form of a memorandum and mailed to everybody. This was on June 7, and it was requested that we read this to the boards.

The staff liaison is responsible for ensuring that any communication to the City Commission is clearly expressed on the audio recording as it should appear in the minutes. The minutes contractor cannot be responsible for taking an extended period of time to figure out what the contractor thinks may have been the intent. Moreover, it is improper to write a communication after the fact, if it was not actually expressed on the record. The following may be of help to the Chairs and staff liaisons. When the Board wishes to send a communication to the City Commission, the staff liaison or Chair should ask for the floor and explain the process to the Board. The Board should work through any questions or uncertainties about a communication and do this at the meeting on the record.

Finally, appropriate communications are: for Boards and committees to highlight something out of the ordinary to the City Commission, something over and above what is already set out in the minutes or some action they would like the City Commission to consider taking. A motion, seconded and voted upon, is the clearest approach.

In order to get the information to the City Commission expeditiously, communications are prepared as quickly after the meeting as possible and sent as an unapproved segment of the minutes. This makes it even more important for there not to be any guesswork involved on the part of the minutes contractor. If the membership is not clear, it is the staff liaison's

responsibility to stop the proceedings and ask for clarification.

The City Commission values input from their boards and committees. However, there is a recipe for inaccuracy and frustration if the communication is not clearly spelled out at the meeting on the record.

And I think we've pretty much been handling that here, everyone's familiar with, make a motion --

MR. SCHERER: Yes.

MR. PHILLIPS: Who sent that?

MR. SCHERER: Yes, we got --

MS. PARIS: This was sent by the Clerk, Jonda Joseph.

MS. HALE: Jonda.

MR. PHILLIPS: Oh, the City Clerk?

MS. PARIS: Correct, the City Clerk. And it does say at the bottom it will be put in the form of a memorandum and mailed to all Board and Committee members. I don't know if anyone -

MR. PHILLIPS: Who's the --

MR. CROGNALE: How do you receive it?

MS. PARIS: Excuse me?

MR. PHILLIPS: Who's the minute's contractor?

MS. PARIS: Prototype, Jamie.

MR. PHILLIPS: Oh, okay.

MR. PHILLIPS: That's the minute's contractor.

MR. SCHERER: Okay.

MS. PARIS: The company's called Prototype.

MR. CROGNALE: I for one didn't receive one; I didn't receive it.

MS. PARIS: If you guys want, I can forward this to you. I did that at Code Board. And you guys e-mail, I can forward this to everybody.

MS. HALE: [inaudible] getting in the mail?

MR. BARRANCO: I've got a question.

MS. PARIS: Well, this was back on June 7. You didn't get anything?

MR. BARRANCO: No.

MS. PARIS: Okay, what I can do is I can forward this to everybody's e-mail, which is what I did for Code Board.

MR. SCHERER: Sure.

MR. PHILLIPS: Last time we had a suggestion to the City when that gentleman from the community reinvestment company, what was his name that was here, remember?

MR. BARRANCO: The Housing Authority guy?

MS. PARIS: Are you talking about the City of Fort Lauderdale Housing Authority?

MR. BARRANCO: Yes, yes, yes, we [inaudible]

MR. PHILLIPS: What was his name?

MR. BARRANCO: Scott Strawbridge.

MS. HALE: Tam, Tam?

MR. PHILLIPS: Scott -- and I think we had a discussion

about what we might want to tell the City Commission. We recommended, didn't we do a motion and the second for that?

MR. MCKELLIGETT: You did, and what she just read it's, it can be broken down very simply. But number one, a lot of the communications to the City are made by boards on items that they're very familiar with and staff is very familiar with; everyone in the room is familiar with. Unfortunately, the Commission has no idea what we're talking about. So, number one, if we do a communication to the City, they're just asking that it be put in a format that they can understand completely what it's about. And number two, it has to be by consensus of the Board. So that's what basically all that memo says.

MR. PHILLIPS: Okay.

MR. SCHERER: Okay. Thank you.

MR. PHILLIPS: But we want, but instead of waiting for the minutes to be prepared over to the next meeting.

MR. MCKELLIGETT: Yes, it gets sent immediately, it doesn't go with the minutes; it goes in the next Commission meeting.

MR. SCHERER: Okay.

MS. PARIS: So, if you want, we can adjourn for 10 minutes?

MR. SCHERER: Sure, we'll be back at 3:30.

MS. PARIS: Be aware the mics are still live and everything
[inaudible]

[The Board took a break from 3:21 until 3:34]

3.

[INDEX](#)

New River Condominium

451 NW 23 Avenue

471 NW 23 Avenue

480 NW 24 Avenue

500 NW 24 Avenue

510 NW 24 Avenue

MS. PARIS: At the 3:30 hearing, we are ready to hear the New River Condo cases. As last month, what I will do is I will, there are five buildings, I will read in the addresses with the case number.

The property was posted on 6/25/10 and advertised in the Daily Business Review 6/25/10 and 7/02/10. Certified mail and violations are as noted in the agenda.

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

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Unsafe Structures Board

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missing a number, hang on one second - 1626, 451 Northwest 23
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If it's at all possible, if the Board pleases, perhaps you would wish to hear from the attorneys first.

MR. SCHERER: Yes, why don't we put, just a, I guess a picture of the building that we're talking about first and then maybe the attorneys for that particular building --

MS. PARIS: Would you like [inaudible] explain some of the

pictures?

MR. SCHERER: Or, yes, why don't we hear from the inspector first.

MR. HOLLAND: Mr. Chair, a few of us, I understand, weren't here last month. I don't know how many, but, would it behoove the Board to have a synopsis for some of, regarding what happened?

MR. SCHERER: Yes, yes, I think maybe Burt could just quickly, give us the Cliff Notes of it.

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale. I'll go ahead and go through some of the pictures that we've got. This first picture -- we'll just go through them pretty quickly -- because what we did is, myself and Chris Augustin did an inspection, site inspection, took pictures as we walked through the complex. We don't have it broken down per unit, but it is typical of every unit what you're going to see.

The first part shows the way it sits now, where it's boarded up, and it's secure. This is the third attempt at securing it by the City. This one's been successful; there haven't been any break-ins since this has gone up. Keep going. That's just a meter room, it's a meter room.

Typical inside where a lot of the interior walls have been broken into. And all the, not all but a large amount of the plumbing and electrical wire has been removed. Doors have been broken into, and debris everywhere, cabinets have been ripped off

the walls. They were able to get into one unit and what they do is they just break through each interior wall to get to the next unit.

They have actually removed all of the windows and the frames, completely gone. There you can see that, the board-up was still there, the wood board-up, that was the second attempt, but the window frame is gone. And that's typical; they're just gone. No windows [inaudible] just gone through and trying to remove everything that was of any value whatsoever.

Those pictures there, again, are just before we re-boarded it again. And you can see how it was open and abandoned at that point. All the exterior AC equipment completely gone. All the interior equipment completely gone. That was the beginning as well.

Now, what we did, we had initially had 115.2.1.1.1 was on there, the building being vacant, open and abandoned. We withdrew that last month, for those who weren't here, because as we boarded it up it didn't apply. But where the City stood was that the City is not going to be able to continue this board-up indefinitely, it's coming to a close. The lease is coming to an end, or it did last month, and we carried it one more month and they're going, that is going to be relevant in the future. It isn't at this time because it is still secure.

The same as 115.2.1.2.6, people living there no longer, no facilities whatsoever. Again, as of right now it's secure, and

that's not in effect.

MR. CROGNALE: That's withdrawn, you've withdrawn that, 2.6?

INSPECTOR FORD: That was withdrawn and it remains withdrawn today.

MR. SCHERER: So, nobody's living there.

INSPECTOR FORD: No.

MR. SCHERER: The meters, I saw there were still meters. Have all of the meters been pulled?

INSPECTOR FORD: The power's been cut off, cut at the poles, detached.

MR. SCHERER: Okay.

INSPECTOR FORD: Again, as part of the violations though, we have on there the fact that if they were somehow jury-rigged, obviously, it would be a serious problem if it was energized again. [inaudible] fires and what not.

MR. BARRANCO: Mr. Chair.

MR. SCHERER: Okay. Yes.

MR. BARRANCO: Just one general question before we hear. What ever happened to the shutter situation? I remember we had it shuttered and the contract was expiring, what did we get resolved there? Did they extend it for us?

INSPECTOR FORD: I'll let Mike Maloney take care of this.

MR. MALONEY: Good afternoon, Mike Maloney Code Manager. We, after the hearing, subsequent to our last hearing, contacted EPS and we extended it out one month to the end of this month to

keep it secure. And I've been in touch with EPS since then and just to let you know, there's, we're trying to work out some situation with some of the banks and attorneys that are here, perhaps where they may be able to contribute towards the future of keeping it secure. So that's where we're at on that right now.

MR. BARRANCO: Thank you.

MR. CROGNALE: The contract expires at the end of this month?

MR. MALONEY: We're going month-by-month, yes it does.

MR. CROGNALE: Okay so, at the end of this month it goes away, and until the new negotiations with whoever.

MR. MALONEY: No, the contract could be extended based upon, the problem is, see, we don't have any more money in the budget to pay for it. So that's where we're at, and that's where we're hoping to get help and later on I'll, after everyone talks I'll give our recommendation from the staff in terms of what we would hope the Board might do in this case.

MR. PHILLIPS: Last month, there was about eight or nine lawyers. Were you here last time? And suggested they caucus with some others and maybe they, I mean, by my count there are 12 banks that have taken, that have actually taken back property title of the 58 pages. There's actually 12 mortgagees, that now are record owners, and there's many, many more, and the suggestion was they maybe chip in to pay for this because there

were eight days left last month wasn't there?

MR. MALONEY: Something to that effect.

MR. PHILLIPS: There was only eight days --

MR. SCHERER: And, and --

MR. PHILLIPS: -- and \$6,000 a month and we were saying, you know, behoove the City to negotiate to a more reasonable price and maybe the banks and the people could chip in, but --

MR. SCHERER: They did that, and did that work?

MR. MALONEY: No, we're back to where we were a month ago.

MR. SCHERER: Okay.

MR. MALONEY: Though there are much more, there's more -- just to let you know -- we, you gave to the Commission some feedback obviously, the City Commission, and they have given us directions in terms of staff, and they would prefer not to have these structures demolished, but it hasn't solved the problem in terms of what we're going to do. And while this is resolved and the financing and keeping it secure. So, that's, we're still at that.

MR. SCHERER: So, the City Commission has stated that they do not want these structures demolished.

MR. MALONEY: They want to look at alternate solutions to demolition. They understand that if it isn't worked out it could be demolished, but.

MR. SCHERER: So, if we give a order to demolish and it is, I guess appealed or, to the City Commission, the City Commission,

it would then be on their agenda to --

MR. MALONEY: Well, frankly, I thought I was going to talk about this later, but I might as well just talk now but, the recommendation from staff would be that we, that the Board grant a 120-days extension regarding the case and based on the condition that it's, it remains secured in the way it is right now. Because we can't have it back to where it was before. And grant 120 days in the event the City, if we can't get an alternate, someone else to pay for the cost.

MR. SCHERER: Well, unless, before we would recommended 120 days, we would have to make sure that the funding was there because in 30 days if it's not there, we would want to have the opportunity to come back and make an order to demolish property.

MR. MALONEY: Right, and I think that's --

MR. SCHERER: And I'm afraid if we do grant 120 days, the rent's up, no money, nobody else is funding it. It's open again, and then we have --

MR. MALONEY: That's exactly why --

MR. SCHERER: -- and then it doesn't come before us before another 90 days so --

MR. PHILLIPS: I think the suggestion here for the lawyers was an excellent one. Maybe they got together and said yes they are going to pay this next couple months.

MR. HOLLAND: Question for Burt?

MR. SCHERER: Sure.

MR. HOLLAND: I'm sorry if I missed it. The condition of the roof, are we, is it staying drier than the windows?

INSPECTOR FORD: Absolutely.

MR. HOLLAND: And so we have good equity in the roof so, relatively and -

INSPECTOR FORD: Exterior structure is fine.

MR. HOLLAND: Okay, thanks.

MS. PARIS: We have many people here today that would like to give testimony if the Board would like to hear them.

MR. SCHERER: Okay.

MS. PARIS: So perhaps we could go building by building and start with some of the --

MR. SCHERER: Yes, why don't we go building by building and just let's try to not repeat something that has already been said. If you're going to make a point, if it's already been made, we've heard it, we understand it, we don't need to hear it more than once, but - okay why don't we go building by building.

MR. PHILLIPS: Mr. Chairman --

MR. LARSON: Could we go, Mr. Chairman --

MR. PHILLIPS: Could I ask that we do take the lawyers for the mortgage institutions that were here. I think that may --

MR. LARSON: Yes, I think that's going to solve a lot of answers if the lawyers come forward, because they were working hard at the end of last meeting that they were working hard to try to put something together and I'd like to hear from the

attorneys.

MR. PHILLIPS: I think there's a broker that's from, I think Wachovia that was here, couple brokers also may have some --

MR. SCHERER: Okay, why don't we start with the building and if the attorneys would like to come up and speak --

MR. BARRANCO: Well, could I suggest --

MR. SCHERER: Sure.

MR. BARRANCO: -- one thing along the same lines? I don't know if it's necessarily attorneys we want to speak, but whoever represents the, not the, the banks, who owns multiple properties, those are the groups we'd like to hear first. Kind of the bank-owned property.

MS. PARIS: [inaudible] most of the reps are attorneys, but you're correct, all the bank reps are not necessarily attorneys, but we have multiple diagrams bank reps here.

MR. BARRANCO: Let's get the bank owned properties up first.

MS. PARIS: So do you want to --

MR. BARRANCO: And then individually owned.

MS. PARIS: -- do those building by building, or just have them all at the same time?

MR. SCHERER: Just, let's do building by, let's go building by building.

MS. PARIS: Building by building? That's fine. Your first building is 451 Northwest 23 Avenue.

MR. PHILLIPS: First thing we do is line up all the lawyers.

MR. SCHERER: Anybody --

MS. HALE: Yes.

MS. PARIS: Is there anyone here for any units for 451 Northwest 23 Avenue?

MR. SCHERER: Just come on up and do --

MS. PARIS: State your name for the record.

MS. TOTH: Dinna Toth, appearing on behalf of Bank of America, I have --

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

MS. TOTH: Dinna Toth, appearing on behalf of Bank of America.

MR. PHILLIPS: What firm are you with?

MS. TOTH: I'm with Florida Default Law Group.

MR. PHILLIPS: Out of Tampa.

MS. TOTH: Out of Tampa, correct.

MR. PHILLIPS: Okay.

MR. BARRANCO: And which properties are you representing?

MS. TOTH: We have a number of properties in this unit that we actually own, nine in total units. May I give you the unit numbers?

MR. BARRANCO: Sure, yes.

MS. TOTH: Unit number 1, unit number 15, 16, 29, 30, 31, unit 8, unit 56, and there's one more that I'm not quite finding on here. And then we also have 23 that are currently in foreclosure that we are not the record title holders for.

MR. PHILLIPS: You apparently are a stakeholder.

MS. TOTH: We are a stakeholder.

MR. PHILLIPS: Of considerable amount.

MS. TOTH: Bank of American's position, and we understand how the City feels with regards to the rental of the metal boards. Bank of America's willing to pay for part of that rental. They do have a number of questions that they would like to pose to the Board, and maybe if you could respond, if we could --

MR. SCHERER: Sure, go ahead.

MR. PHILLIPS: How many total units do you have?

MR. SCHERER: Let's let her finish and then let's please --

MR. PHILLIPS: Well, can I, I'd like to short-circuit this.

MR. SCHERER: Yes, I understand but --

MR. PHILLIPS: How many total units you have?

MR. SCHERER: Jack, why don't we -- hang on, as the Chair, let me just --

MR. PHILLIPS: Okay.

MR. SCHERER: -- ask a question here. We're going to let her finish her presentation.

MR. PHILLIPS: Okay.

MR. SCHERER: Then we'll have a question-and-answer session.

MR. PHILLIPS: All right.

MR. SCHERER: Where everybody can listen to what she says,

jot down your question, and then we can ask them in order.

MR. PHILLIPS: All right.

MR. SCHERER: Go ahead Dinna, I'm sorry.

MS. TOTH: Okay. Bank of America do have, they have specific questions, this is the first time that all of the unit owners are going to be paying for the rental. So they do want to determine if there's going to be a cost per unit, if that's what's going to be suggested. They also would like to know if, because Bank of America has a majority of these, or will have ownership of a majority of the units, whether they would have to have their name, the lease in their name or if it's going to be in the name of the New River -- is there going to be an entity created?

I'm not, they're not quite sure how this is going to be, whether the lease is going to be in the name of Bank of America or if it's going to be in the name of each individual unit owner.

Additionally, they would like to know what type of agreement, you made with the, this, I'm not sure, the fencing company, is that what it is or? The [inaudible], is that what that's called?

MR. SCHERER: It's the shutter, shutters.

MS. HALE: The metal shutter company.

MS. TOTH: They'd like to see a copy of that agreement. If they're going to be signing it, they'd like to know how they're

going to be obligated.

There is, see, a lot of this is all technical; they're trying to figure out if there's going to be somebody in charge of managing each of the unit owners to ensure that they're making their payments with respect to this lease, and they'd like to know that, how soon they'll be able to gain access to some of these units.

Because as it stands, I don't think they have any idea of what's going on with the property. They haven't been able to get access to the units. So they'd like to know if that would be possible at some point, if they could send a property inspector out there just to figure out what's happening. So if we could get some answers today, I'm sure the unit owners would be very happy.

MR. SCHERER: Okay.

MS. TOTH: And that's pretty much what Bank of America would like to say.

MR. SCHERER: Okay, any questions?

MR. JARRETT: Chair?

MR. PHILLIPS: I'm sorry for interrupting, oh, Thornie go.

MR. SCHERER: Jack go, Thornie go ahead.

MR. JARRETT: Have you not spoke with Code Department with those questions? I mean, it seems to me that you shouldn't be bringing those to us, they should have been brought to Mr. Mahoney weeks ago.

MS. TOTH: It's my understanding that the Code Manager had been contacted; they'd left a message for them and they hadn't gotten a response back so they asked that I pose these questions to the Board. I'd be more than happy to speak with them, if that's what the Board is asking me to do.

MR. SCHERER: Who, I'm sorry, who contacted the Code Department?

MS. TOTH: The person, his name is Travis, forgive me, Travis Harvey, he's the primary attorney of our Florida Default who's been trying to speak to the -- let me see who [inaudible] left a message with.

MR. MALONEY: That would be me.

MR. PHILLIPS: Mr. Chair, can I -

MS. TOTH: Perfect.

MR. PHILLIPS: Mr. Chair?

MR. SCHERER: Sure.

MR. PHILLIPS: How do you pronounce your name?

MS. TOTH: Toth, T-O-T-H.

MR. PHILLIPS: T-O-T-H. By the way, I think these questions are very, very productive.

MS. TOTH: Right.

MR. PHILLIPS: I apologize if I interjected before, but my first question is, do you guys had 23 of the 58, well, we know what percentage Bank of America's going to pay.

MS. TOTH: Right.

MR. PHILLIPS: But the, in answer to your question about, you know, I think Mr. Maloney, I think it's very productive compared to the last, the first meeting --

MS. TOTH: Right.

MR. PHILLIPS: -- and I'm glad there is a point person. The cost per unit and if it's with the City and I think these are things that you can work out.

But realistically, though, if there's 23 foreclosures, it's, if, it's unlikely that the unit owners are going to shell out any money.

MS. TOTH: Right.

MR. PHILLIPS: So let's, let's, the reality is, I doubt we're going to be looking to the unit owners, so it's really the banks.

MS. TOTH: Uh hm. [affirmative]

MR. PHILLIPS: No, I counted Fannie Mae has a number of units; Secretary of Housing and Urban Development, Wachovia has a number; Deutsche Bank. I really think that with the amount of investment that Bank of America has, and I think with the bargaining power, the amount of the \$6,000 a month lease can be something that you and Mr. Maloney and the others can work out.

MS. TOTH: Okay.

MR. PHILLIPS: But I'm glad you're here; you weren't here last month, were you?

MS. TOTH: No, I was not.

MR. PHILLIPS: Okay.

MS. TOTH: And now I understand what's going on, so that's [inaudible].

MR. SCHERER: Okay, so then, I guess your direction from us is to get with the City,

MS. TOTH: Absolutely, we will speak with them and hopefully we can get this resolved somewhat soon. There is another question that I would like to ask.

MR. SCHERER: Sure.

MS. TOTH: I know there was mention of 120-day extension. That's 120 days to, before it's demolished or before a plan -

MR. SCHERER: No, it's 120-day extension before it comes back before us. It gives you - yes.

MS. TOTH: Comes back before you. Just needed to clarify. Thank you very much.

MR. SCHERER: No problem.

MR. PHILLIPS: Ms. Toth, there was one other gentleman, I think you might, the guy with the Step Up shirt.

MS. TOTH: Okay.

MR. PHILLIPS: What's, from the CRA, Scott?

MS. HALE: Scott.

MR. STRAWBRIDGE: Yes?

MR. PHILLIPS: I don't know if you've met. Scott, what's your last name?

MR. STRAWBRIDGE: Strawbridge.

MS. HALE: Strawbridge.

MR. PHILLIPS: Mr. Strawbridge is also someone that I think is a very strong stakeholder in this and -- shut me up if I'm rambling too much, but -- someone last time had suggested that maybe some of the banks wanted to donate some of the units for low income housing or something or other.

And I had thrown out, just an idea that maybe, because there's unit owners here, some of, there was a mom with a couple of kids and there was some others and it was, it's heartbreaking.

There's some of the technical guys on the Board said look, the roof is dry, the building looks structurally sound. And a suggestion was made -- I might have made it -- that could the banks start paying a rent to keep the building from being demolished on an immediate basis, perhaps offering some of the unit owners *de facto* modification, perhaps lowering the amount that's due, because there's going to be a lot of work done on this place and there may be an economy of scale and maybe this is a project that be saved, but it really does come down to the lending institution.

MS. TOTH: I'll make the suggestion to them, but I'm sure you're going to, they're going to respond that it's has to be reviewed on a case-by-case basis, or a multiple basis.

MR. SCHERER: Yes.

MR. PHILLIPS: Okay.

MR. SCHERER: Yes, thank you. Thank you.

MS. TOTH: Absolutely, I'll make the suggestion. Thank you very much.

MR. SCHERER: Is there someone else that would like to speak?

MS. CALDERELLI: Good afternoon.

MR. SCHERER: Hi.

MS. CALDERELLI: Jennifer Calderelli, I'm from Akerman's Benefit. And I'm here on behalf of William Teller, who is going to be lead counsel in this matter for Bank of America. We were just contacted this morning by Bank of America to represent it and a number of the investors and we're attempting to clear a conflict in order to take on the representation.

And we were just here to ask for a continuance and I see that's already been brought up for your attention.

MR. SCHERER: Okay.

MS. CALDERELLI: So that's basically the reason why we're here so that we could come up to speed and learn the details of the case.

MR. SCHERER: Okay, thank you.

MS. CALDERELLI: Thank you.

MR. PHILLIPS: I mean, isn't Ms. Toth's firm with Bank of America also?

MS. CALDERELLI: Yes.

MR. SCHERER: Yes but --

MR. MARSHALL: As I am. So as you'll see, all the pieces are coming together here, but -

MR. PHILLIPS: Okay, so Ackerman is - okay.

MR. SCHERER: Okay, thank you. We got, we have your request.

MR. BARRANCO: Mr. Chair?

MR. SCHERER: Yes, sorry.

MR. BARRANCO: Could you maybe explain to everybody what our authority is as a board? Just so everybody understands.

MR. SCHERER: Yes, basically, so everybody knows, we have basically two options, we can either give you an extension -- very, very simply, we can give you an extension or we can make an order for the City to demolish the structure. That's it.

MR. MARSHALL: Understood.

MR. SCHERER: So, when it comes to negotiating with Habitat for Humanity or bringing people in or refinancing or mortgage foreclosures, that's not us. We can give you an extension or we can demolish it. That's it.

MR. CROGNALE: The violation still exists.

MR. MARSHALL: Correct. [inaudible] the presentation by the first two presenters, the extension is what we're requesting. A little bit more color. I'm here also on behalf of Bank of America, we represent them in seven different, seven of the unit matters, some of which -- I believe five -- we have title to which are still in the foreclosure process.

My number was there's 31 properties that Bank of America has an interest in. Obviously, they still have a way to go in terms of foreclosures, if that's the route. But it's about \$5 million worth of loans invested in the property.

I've spoken to a few individuals and my client, and obviously you can see the pieces are coming together and the extension will allow us to incorporate all the offers, including the option to possibly donate some of the properties.

MR. PHILLIPS: What is your firm?

MR. MARSHALL: Marshall Watson. Offices of Marshall Watson.

MR. SCHERER: Okay.

MR. MARSHALL: So, just wanted to show up and say that we are working on this --

MR. SCHERER: Okay, thank you.

MR. PHILLIPS: Well, can I say something John, Mr. Chairman?

MR. SCHERER: Sure.

MR. PHILLIPS: You know, the whole issue is, extension, demolish, that's fine. However, the City is very concerned about keeping these metal shutters over the windows. So it's nice for the Bank of America to come in and say, we'd like an extension of time, we'd like to work something out and we'll talk and we'll get to -

Meanwhile, there's a \$6,000 a month bill that has to be

paid now. So, you know, we could just demolish it and not deal with vagrancy or the whole, the whole impetus to this last meeting was, you people get together and start writing a check to keep these, to protect your units or else we're going to knock it down. Because the City doesn't have the money, Mr. Maloney just said it.

So I think what Mr. Scherer said before, you know, how, we just don't want to give 120 days and give the banks a free pass. You guys need to start writing checks. So --

MR. MARSHALL: Understood. I did speak with Mr. Maloney earlier and he had suggested the 120 days. Hopefully we can resolve it sooner, sooner matter -

MR. SCHERER: Yes, that -

MR. MARSHALL: If it is demolished, obviously there's a whole issue of who's going to pay for that and that's a whole 'nother --

MR. SCHERER: I can tell you that just, my vote will not be for 120-day extension because if it doesn't get paid, 30 days from now the banks, you're going to be sitting in front of us again and saying, we haven't gotten it worked out yet. Well okay.

MR. MARSHALL: Understood.

MR. SCHERER: So.

MR. PHILLIPS: That's why I think as a lawyer you are in a unique position to say, hey guys, we need who's ever the

property manager, Bank of America, for 31 properties, if it's seven million, whatever it is. It's probably worth it for you guys to tell Mr. Maloney, we will start paying for these metal shutters and not wait for the details of maybe having these poor folks who are losing their property.

MR. MARSHALL: Which are all possibilities, and that's why we're asking for a brief extension to -

MR. SCHERER: Okay.

MR. PHILLIPS: All right.

MR. SCHERER: Thank you.

MR. MALLEY: Hi, my name's Adam Malley, I'm from Shapiro and Fishman. We represent as well Bank of America, as well as also properties owned by J.P. Morgan and Citi and I understand what you're saying about the extension. Part of the reason we want an extension is, we spoke with Mr. Maloney, he indicated tomorrow we're going to get together and try to work out times where they can go and inspect the property.

They are interested in donating some of the money to in order to be able to keep the shutters on the property. But before they did that they wanted to get some of their people in to inspect the property and see how realistic a retribution project or whatever comes of it, is. So, in speaking with Mr. Maloney, tomorrow we're going to be able to work out times to get someone, with someone with keys into these units in order to inspect them. So, it's our position that we would also like an

extension.

MR. SCHERER: Good. All right, thanks.

MR. LARSON: Mr. Chairman?

MR. SCHERER: Yes?

MR. LARSON: I think, if the leasing on the window protections are until, good 'til the end of the month, it's going to behoove these banks and people who are involved in it to get in there before the end of the month or else have a check in Mr. Maloney's hand.

MR. HOLLAND: We can certainly recommend.

MR. BARRANCO: Mr. Chair, could we have everybody, when they come up here and you're speaking on behalf of the bank, just identify which units. The first person who came up here, identified nine of the units or eight of the units. Would you just identify which units you're here to represent just so we can check you off the list and be sure we're hearing everybody here, and who we are hearing and who we aren't hearing. Could you tell me which units?

MR. MALLEY: Yes. I'm here on --

MR. SCHERER: Here, why don't you, you've got to come up and --

MR. BARRANCO: You've got to come up. And the last attorney as well. Do you represent different units?

MR. MARSHALL: Yes I do.

[inaudible]

MR. MALLEY: I think there may be some confusion, some of them might be overlapping, out of an abundance of caution. But I'm here number 1, number 10, number 21, 22 and 26.

MR. SCHERER: Okay, [inaudible]

MS. HALE: Those all Bank of America, or some of those J.P. Morgan and Citibank?

MR. MALLEY: One was J.P. Morgan, one was Citi, and I think the other ones are Bank of America.

MR. SCHERER: Okay.

MR. MARSHALL: Sean Marshall, once again. These are Bank of America, on unit number 3, unit number 8, number 7, number 15, 31, 30 and 48.

MR. BARRANCO: So, you had a couple of overlaps?

MR. MARSHALL: Yes.

MR. BARRANCO: But you're filling some gaps there.

MR. SCHERER: Okay. Anybody else that wants to speak.

MR. BARRANCO: That accounts for 15 of the units.

MR. SCHERER: I got -

MR. BARRANCO: That what you got [inaudible]

MR. SCHERER: Oh, that we've missed?

MR. BARRANCO: That they just claimed, 15 units.

MR. SCHERER: Total?

MR. BARRANCO: Those three attorneys.

MR. SCHERER: No, the first, there's 23 in foreclosure with the first attorney, or the first --

MS. HALE: No, 23 going into foreclosure.

MR. SCHERER: They have 23 currently in foreclosure and then they have another nine. So I think we're up to about 40 or 50 units total right now.

MR. BARRANCO: Right.

MS. HALE: Yes.

MR. MARSHALL: No, it's at 31 is the total number split up among different firms.

MR. BARRANCO: Okay.

MS. HALE: See, 23 and 9 is 32 or 31. They're not all in foreclosure, some are in the process.

MR. SCHERER: Okay. Okay.

MS. KING: And I have two of them.

MR. SCHERER: And you've got two of them. Okay.

MS. KING: Sue King, Rels Title, authorized representative for Wachovia and their assets. We have 471 Northwest 23 Avenue, number 11 and 510 Northwest 24 Avenue, number 52. They would be agreeable to anything that the City feels best. They would like to donate the property to, their two properties, to non-profit or low-income housing. If, I can, I can probably commit, if the shutters were on a per-unit basis, they would probably be willing to do that in order to save the property and be able to donate it.

MR. SCHERER: And have you contacted the City as well?

MS. KING. I have not.

MR. SCHERER: Okay, maybe -

MS. KING: I actually didn't know I had the second unit 'til I left here last month, so.

MR. SCHERER: Okay, So then, you should probably get with the City and get in that conversation.

MS. KING: Okay. Thank you.

MR. PHILLIPS: Well, can I ask a question? If they were to immediately, let's say, transfer title to a --

MS. KING: They would do that.

MR. PHILLIPS: I mean, if they did it, they could write a quit, a warrant, a quitclaim deed --

MS. KING: I can have that --

MR. PHILLIPS: -- to this gentleman then, maybe you wouldn't have to pay anything.

MS. KING: We would do that immediately. I would make that happen.

MR. SCHERER: Okay, that's again, something that you need to talk with the City about,

MS. KING: Okay.

MR. SCHERER: Thanks.

MR. PHILLIPS: I think that man would like to have title.

MR. BARRANCO: Mr. Chair?

MR. SCHERER: Yes, go ahead there.

MS. BLACK-BARRON: Good morning, good afternoon --

MR. SCHERER: Hang on one quick second.

MR. BARRANCO: It's \$6,000, is that what we were talking about?

MR. SCHERER: Yes, 6,000 between -- a month.

MR. BARRANCO: A month. So, if there's 60 units, it's 100 bucks a unit, roughly, is what we're talking about?

MS. HALE: Yes.

MR. SCHERER: Yes.

MR. BARRANCO: All right.

[UNKNOWN]: [inaudible]

MR. PHILLIPS: Well, we had also discussed the City negotiating that price.

MR. BARRANCO: Right.

MS. HALE: She might get it down. They've been up [inaudible] months already.

MS. BLACK-BARRON: Good afternoon, I'm Karen Black-Barron on behalf of the law office of David Stern. We do have a property within this whole complex, 510 Northwest 24 Avenue, number 59 is still in foreclosure.

After sitting and listening as to what's going on, we do understand the need to keep the property secured. I'm going to get in touch with Mr. Maloney to see what it's going to take per unit to keep the property secured.

So we will be in conversation regarding that. We are also interested in a 120-day extension as well, so hopefully, since I am part of Bank of America's unit, number of units, we can all

come together on this particular complex.

MR. SCHERER: Okay, thank you.

MS. BLACK-BARRON: Thank you.

MR. TAYLOR: Gregory Taylor, I'm here on unit 10 and unit 54. I overlap with one of the attorneys on unit 10. Basically we are [inaudible] we have a small stake in this, just two units, so we're kind of hopefully looking at donate these to a nonprofit.

MR. SCHERER: And have you contacted the City?

MR. TAYLOR: No I have -- well, I was at the last meeting so, I know --

MR. SCHERER: So you'll get with Mr. Maloney?

MS. HALE: Yes.

MR. TAYLOR: Yes.

MR. SCHERER: Okay.

MR. TAYLOR: All right, thank you.

MR. PHILLIPS: I think this gentleman over here is someone you should --

MR. TAYLOR: I got his number.

MR. PHILLIPS: Okay. That's four units.

MS. MERILUS: Good afternoon.

MR. PHILLIPS: No real estate commission.

MR. LARSON: Thanks John.

MS. MERILUS: Hi, my name is Janice [inaudible]. I'm here for 510 Northwest 24 Avenue, number 54. We are actually the

title owner J.P. Morgan Chase. And I [inaudible] Mr. Maloney the other banks to do an assessment, we want to walk through it sometime next week. So then we'll come together --

MR. SCHERER: Okay, thank you. Okay, if nobody else, I'm sorry?

MS. WALD: Individuals.

MR. SCHERER: Individuals, yes, I'm sorry.

MS. PARIS: -- for the attorneys, do you want to go building by building, or just whoever stands up?

MR. SCHERER: Why don't we just bring, start --

MS. PARIS: Okay.

MR. LARSON: Mr. Chairman, gentleman had his hand up over here.

MR. DRUMM: I'm speaking about all the properties.

MR. SCHERER: Okay, can you come up here and speak then?

MR. DRUMM: My name is Bruce Drumm, I represent several investors that have an interest in possibly doing something with this property. I was here at the last meeting. We didn't speak at that time, because there were still details we're trying to work out. Also, at that time, we only could find owners for four or five of the units. This time, it looks like there's some attorneys here, we can actually get a-hold of some people and enter into some negotiations.

We've look at the property; we're looking at about 2 1/2 to 3,000,000 to rehab this property. And I mean, I've actually

gone in there, I'm an ex-contractor, I've looked at the units, we've done some numbers, we know what it's going to take. We are not a non-for-profit, we are for-profit, but we are looking at these units to rehab them for low-income housing.

At this point, our interest is, we would like to encourage an extension as well, only because we need time to contact the banks, contact the attorneys, and try to get enough parties together to see if we can form a consensus to possibly acquire this property and rehab it.

MR. SCHERER: The only thing that I would imagine that would be holding that up is if your investors would contribute to the \$6,000 a month; that seems to be the only issue.

MR. DRUMM: Well, at this point we're looking at whether or not we're going to do it. We're going to know within a few weeks or 30 days, whether we're going to move forward to try to acquire. This is the first time we've had a substantial number of units represented so we could even talk to anybody.

MR. SCHERER: It might be worth your investors' while to get with the City and contribute to that fund and make sure the thing stays boarded-up.

MR. DRUMM: I'll certainly pass it through to.

MR. SCHERER: Okay.

MR. DRUMM: But I just wanted to make you aware that there's an alternative here, we might be interested, like I say, in rehabbing these as for-profit for low-income housing. We're

trying to talk to City officials as well.

MR. SCHERER: Sure.

MS. HALE: What type of low-income housing, rental or purchase?

MR. DRUMM: Rental.

MS. HALE: Okay.

MR. DRUMM: Probably Section 8 housing. We looked at that, but we definitely want to do something that's going to work well within the neighborhood, and that suits the needs for the City.

MR. SCHERER: Okay, thank you.

MR. CROGNALE: Quick calculation was 60 units, 2 1/2 million, around, you're estimating around 42,000 per unit?

MR. DRUMM: Give or take.

MR. CROGNALE: 42 per unit, for rehab.

MR. DRUMM: I have not been able to actually go into all the units. I was there before the back buildings were shuttered up; I was able to look in there. I've seen the pictures. Obviously, it could be less than that if we actually get in there and some things are still viable, but I'm assuming worst-case here, where electrical's gone, plumbing's gone, fixtures are gone, and just [inaudible] that's what I'm understanding, so. But then we think that that's a good number.

MR. SCHERER: Okay, thank you.

MR. DRUMM: Thank you. Oh, if I may?

MR. SCHERER: Sure, come on back.

MR. DRUMM: If there are any other attorneys here that I haven't spoken to, if you can give me the information. I'd like to be able to talk to you later. I think --

MR. SCHERER: I think you can probably request a copy of the sign in sheet and they can get it to you.

MR. DRUMM: I don't know if everybody is signed in but, if not --

MR. SCHERER: If they've spoken, they've signed in.

MR. DRUMM: Okay, I'm assuming everybody is speaking, so.

MR. SCHERER: Okay, thank you.

MR. DRUMM: Thank you.

MS. PARIS: Okay, would you like me to call up some of the persons who signed in on this?

MR. SCHERER: Sure, I mean if --

MS. PARIS: We have --

MR. SCHERER: We have owners here? Okay.

MS. PARIS: -- specific owners here.

MR. SCHERER: Sure.

MS. PARIS: We have an owner for unit 51: Zachary Bailey. Mr. Bailey's here. Do you wish to give testimony sir?

MR. BAILEY: No, I'm [inaudible]

MS. PARIS: Okay. We have Kwan Drake for unit 19, is he still here? Mr. Drake?

MR. DRAKE: Yes, I'm here.

MS. HALE: [inaudible] sworn in.

MR. LARSON: I'm not sure he was either.

MS. HALE: Sir --

MR. DRAKE: Good afternoon, my name is Kwan Drake.

MR. SCHERER: Hang on one second.

MS. HALE: Sir, were you sworn in?

MR. DRAKE: Yes I was.

MR. SCHERER: Yes.

MS. HALE: Okay.

MR. DRAKE: Once again, my name is Kwan Drake, I'm unit owner 19, for New River Condominiums. Basically, I just want to just put out on the record that this whole thing really could have been avoided when, the problem was the banks weren't paying their part of the maintenance fees. Which basically would put the owners who did have a stake in the property, put them in a bad bind. And see, that's what this whole thing is about.

I understand what the gentleman just stated that he wanted to open up some low-income housing in that [inaudible] area. I believe you look back at the history of that particular property that was low-income housing before; they opened it up to individual owners.

So, I don't, it is, in my opinion, it doesn't matter what you all decide to do, because the thing is, it's our loss, and that's just how it is, and I deal with that. But, like I said before, you know, if you're looking for the bank to do anything, like I said, the banks had an opportunity to stop all this from

happening.

So, these 120-day continuances and all this stuff, I think it's just a waste of time. I think you all need to decide what you want to do. If you want to demolish the property, fine; you want to go ahead and give it to a nonprofit fine, but I wouldn't leave it to the hands of the banks. That's just my opinion.

MR. SCHERER: Okay.

MR. PHILLIPS: Well, in other words, let's say there were certain units in foreclosure and you and some other people were paying your mortgages, paying expenses, and then water bills came in, and if a third of them weren't paying, the third would be your burden, and then the banks weren't paying that?

MR. DRAKE: Right, right, and that's just what happened. You had owners in there paying the mortgages, paying the maintenance fees and everything and then what happened was, still comes up short. But the property itself, you have about 30, you have about the bank owning about 30 properties and so what happened is, they weren't paying their part. Which fell on all the other owners.

We had to [inaudible] a special assessment. We had to pay \$1,500, and to this day, I know that \$1,500 did not go to pay any bills; it basically, probably went to the management company. So, see, like I said, this whole thing could have really been avoided if the bank would have done their job.

And you know, for them to come up here now to try to work

out a deal, I think it's just a bunch of hogwash. And I'm going to say it like that because I understand how things work. And I understand how lawyers work; I have lawyers in my family. They're going to say what they've got to say, to try to get something, you know, get things done, so they can go and just talk to the banks and tell them what's going on, and so they can move on and try to come back again with 120 days and just say, we want another continuance.

MR. SCHERER: Thank you.

MR. CROGNALE: Thank you.

MR. PHILLIPS: Have one of your lawyer friends look into the accounting in that management company and the owners of it.

MR. SCHERER: Okay.

MR. PHILLIPS: You've got five years to do that.

MR. DRAKE: Right.

MR. HOLLAND: Thank you very much.

MR. SCHERER: Thank you.

MR. DRAKE: You're welcome.

MS. PARIS: Unit 49, Marie Belgrave?

MS. BELGRAVE: [inaudible]

MS. PARIS: Okay. Okay, unit 46, Clifton Reed? Mr. Reed?

MR. REED: My name is Clifton Reed, I'm the owner of unit 46. I am in the process right now of filing with my insurance company, which is going to cancel me on January 2011. I'm just hoping that they're going to do the fair thing so if we rehab it

I will have the resources to rehab it. I do think that if the bank should give it a chance that they will give a lot of people an opportunity to have a home to live in reasonably. And maybe it would again somehow or another come together and bring this structure back together as a living community. And that's all I have to say, thank you

MR. SCHERER: Thank you.

MR. PHILLIPS: You're, you're one of, you're still paying your mortgage? Yes.

MR. REED: Yes, I'm still paying my mortgage. Thank you.

MR. SCHERER: Thank you.

MR. PHILLIPS: Thank you

MS. PARIS: Unit 17, Gabriella Hall?

MS. HALL: Hi I'm Gabriella Hall, unit owner 17. Just a few things that I want to say. I am actually in the business of negotiating short sales when people [inaudible] the banks and the attorneys that are here. We had a buyer, a while ago, he wanted to buy the units, out in California, but again, going through the red tape of trying to get the banks to look at each one individually.

While I think donating the building's a great idea, you do have to have each unit owner's participation in doing that. Mine, I'll be glad to donate mine. I've worked out a deal with my bank that they actually charged off the loan because they didn't want the unit. But so, donating I would like, but I

don't really see how that's a possibility.

I would like to get a price on the demolition and to see what that is going to cost versus the \$200 a month. I think keeping the unit is great, the buildings, but how are you going to get 58 unit owners to, if they get the foreclosure, they have the judgment, if the bank gives a deed in lieu of foreclosure, somebody who's trying to save their credit by paying their mortgage is still going to have a credit hit.

So what is really going to be the solution to the people who are trying to save their credit, even if the banks offer them a deed in lieu. So I request a quote.

MR. SCHERER: We don't give quotes. We --

MS. HALL: Well, whoever does that, whoever the City, because you're saying --

MR. SCHERER: Right --

MS. HALL: -- you're not going to vote for an extension.

MR. SCHERER: We would either vote for an extension --

MS. HALL: Right.

MR. SCHERER: -- or order the City to demolish the building. That's it.

MS. HALL: Okay --

MR. SCHERER: When it comes to how much it costs, the City hires the contractor, they demolish it and each unit owner will end up paying a share of that demolition cost. So when it comes to the cost of the demolition, that's the City.

MS. HALL: Okay, but in all fairness, you're asking the banks -- Mr. Phillips was -- to come up with an agreement, so they would share the cost of the shuttering.

MR. SCHERER: That's --

MR. HOLLAND: Shuttering.

MS. HALL: The alternative being, because they're asking for 120-day extension, if we're asking for an extension of time and [inaudible] shuttering, I think we need to compare, okay, if I'm going to pay a unit owner split evenly \$200 a month, to shutter it for 120 days, so that's, whatever, 4x2 versus what is the cost of demolishing, maybe it's in the bank's best interest and me as a unit owner, let it be demolished.

Because at the end of the day, you have very few people who have ownership to the property. 23 actual foreclosures, if I was the bank, Bank of America is just the servicer, not the investor. The investor Fannie Mae, is not going to own a unit they can't do anything with. We go through this, I've been doing [inaudible] for four years. They're not going to do it.

Which is why my bank said, we're going to charge off the loan, I settled with them for a little bit of money and now I own the unit. I can't do anything with it, which is why the banks don't want to own the unit.

So what I'm saying is before you ask us to split the fee, what would be, I'm asking for, during the extension of time, get a quote --

MR. SCHERER: We're not asking for, we're not recommending, we're recommending that you talk to the City as well as the attorney because it sounds like you have an interest just like the banks do, so you should probably be in that conversation with Mr. Maloney tomorrow. And so that way, you can tell them what you're, what you had just told us.

MR. HOLLAND: Yes, we're limited to the extensions or the demolitions but we're allowed to recommend and discuss but we can't do any actions particularly. And as John stated, the building officials will work with you on that and the banks, hopefully.

MS. HALL: Thanks.

MR. SCHERER: Thank you.

MR. BARRANCO: Does everybody know who Mr. Maloney is? Could you stand up? This is the guy responsible for the shutters right now, so.

MR. MALONEY: Can I make a comment?

MS. PARIS: Sure.

MR. SCHERER: Sure.

MR. MALONEY: I just want to put it on record that, and I'm sure people didn't see it because it happened at three o'clock in the morning the Commission meeting when it came up, this issue, but that our responsibility in Code here, mine is to take care of the cost of securing this.

But all these other interrelations between what's going to

happen at the property is really supposed to be given to Commissioner DuBose, because he was given the charge by the Mayor and Commission to coordinate all this in terms of what's going to really happen with the property. So I'm not trying, I'm just letting you know that --

MR. SCHERER: Is it --

MR. MALONEY: -- that once we can have it secured and take care of the payments, all this information is going to be coordinated through his office.

MR. SCHERER: I mean, maybe, to have his office in your office, that way when everybody's coming in to meet, everybody's on the same page with Commissioner DuBose.

MR. MALONEY: Right, I just wanted to put that on record so everybody who's here --

MR. SCHERER: Okay.

MR. HOLLAND: Good point. Good point.

MR. SCHERER: Yes.

MS. PARIS: Unit 24, Yolanda Peavy? Okay, Unit 42 Gevonne Lawrence?

MR. PHILLIPS: Can I just say? Any other unit owners have anything else to say, or you think we pretty much covered it? All right. Be here all afternoon.

MR. SCHERER: We're almost done.

MR. PHILLIPS: I know.

MS. GROVES: Good afternoon, my name is Tanya Groves, the

owner of unit 42. Just one question: if this property is demolished, what interest are the property owners going to have left?

MR. SCHERER: That would be, I'm going to defer to Ginger for that one.

MR. LARSON: The land.

MR. PHILLIPS: 1/58 of Common Elements.

MS. WALD: This condominium complex, you own a undivided portion, I would assume according to the condominium documents, how many units is it again?

MR. PHILLIPS: 58.

MS. WALD: 58. 1/58 of the property.

MR. MCKELLIGETT: Including any common area.

MS. GROVES: Okay. So this gentleman was saying that you are interested in buying the property, is that correct?

MR. DRUMM: We're looking at buying it and rehabbing it.

MS. GROVES: And you would be paying --

MS. WALD: We can't --

MR. SCHERER: Yes, the --

MS. WALD: Excuse me, Ginger Wald, Assistant City Attorney. We can't have, for purposes of this hearing, going back and forth of individuals. If people want to talk afterwards, that's fine. If you want to come up to the microphone and ask questions of the Board or anyone else, specifically of the City employees, then that can be done. But having a conversation

back and forth, you're going to have to do that post-hearing.

MS. GROVES: Okay.

MS. WALD: That, but I -- you can ask [inaudible]

MS. GROVES: No [inaudible]

MR. SCHERER: Okay. Thank you.

MS. PARIS: Unit number 3, Tami Phillips?

MS. PHILLIPS: Good evening, I'm Tami A. Phillips, I own unit 3, I'm still the owner and I'm in foreclosure at this time. I'm here because I'm very upset at this point, but I had a Section 8 tenant in my property up until the water and there was no more garbage being picked up. I was paying my fees and everything and I continued paying the bank well after my tenant left, \$1,200 a month until April when I could not afford to pay anymore.

So, I had done all I can do to save this property, I even was going to be on the board, would be on the association to try and get everything up to par. But of course we couldn't do that because the banks weren't contributing to what we needed in order to move forward and save this property.

I have been in foreclosure for over a year and I have asked the bank to take a deed in lieu. We don't have to go through all of this; I'm very agreeable to take a deed in lieu. I've talked to a couple of other people on your staff regarding that issue. And I'm willing to deed my property over to the City. If something can't be worked out with the bank.

I've even, I'm an attorney, this is the unfortunate part, I'm an attorney, I should've known better than to get involved in this. But, the other issue I have been trying to do is sell this property to people who are interested in doing the not-for-profit, something to that effect and proposing to the City. I'm trying my best and the banks aren't doing anything. I've been trying [inaudible] bank, I've called the bank, told them what's going on and you know, deaf ears, so.

MR. SCHERER: I have written down that one of the attorneys is here is representing unit number 3.

MS. PHILLIPS: Right.

MR. SCHERER: So, you maybe want to get with them before they leave, before they leave.

MS. PHILLIPS: I will talk to him, and I'm hoping that we can get a buyer or get these mortgages resolved, something to that effect so that this can be settled and maybe we can get unity of title, then it become an apartment complex or be demolished. Whatever, whatever the City wishes.

MR. SCHERER: Okay, thank you.

MS. PHILLIPS: Thank you.

MS. PARIS: Unit -- excuse me - unit 59, Beatriz Gomez.

MS. GOMEZ: The owner is actually my dad, but he's 70, he don't speak English, but we don't even know the situation of our loan and we have tried to call the bank, talk to them and they don't, they don't really care. So, I agree with what he said,

you know, the banks come here, then try to figure it out but, like when we tried to talk to them, they don't care, they don't listen.

MR. SCHERER: I also, one of these attorneys is representing unit 56. So you might --

MS. GOMEZ: Yes, I know. That's funny, because we don't even know what's going on with our unit.

MR. SCHERER: But you may want to go talk to her.

MS. GOMEZ: I will.

MR. SCHERER: Because she's still here, before she leaves.

MS. GOMEZ: Thanks.

MR. SCHERER: 56 or 59?

MS. HALE: 59.

MR. SCHERER: Oh. There's a number, I got a number 59 here too.

MS. HALE: No, there's no 13.

MS. PARIS: Are there any other unit owners that would like to speak?

MR. JARRETT: That's what it is.

MS. HALE: Yes.

MS. PARIS: Scott Strawbridge is here from the City of Fort Lauderdale Housing Authority, and he would like to speak.

MR. STRAWBRIDGE: Good afternoon, members of the Board, Mr. Chair, Scott Strawbridge from the Housing Authority, City of Fort Lauderdale. I'm the Director of Development. I had the

misfortune of being in electronic attendance at about 3:15 last Wednesday morning and I was texting back and forth with one of the Commissioners to let them know, as I did last month, that the Housing Authority is in a position, and it looks like we're getting close to critical mass, to receive properties.

I've been in discussions with Fannie Mae, and they're very interested. I've had HUD involved, we talked to a couple of the bankers, and it is really up to Commissioner DuBose to lead the charge. He, we finished up Commission at 3:35 and he was leaving on vacation at I think 5 AM so he's not going to be back for another week, week and a half.

We'd like to sit down with him and any and all of the property owners, in fact, just, for everybody who's here, maybe I can do this one time. Is it all right if I announced my e-mail address?

MR. SCHERER: Sure.

MR. STRAWBRIDGE: Okay. It's Strawbridge, Strawbridge, just like it sounds, @ HACFL.com. And that way, if anybody wants to get in touch with us --

MR. SCHERER: Okay.

MR. STRAWBRIDGE: -- we can do that. We have not worked out a strategy, but one of the things that I'm recognizing right now that looks hopeful is, it seems as though we might be able to gain 51% control of the association.

MR. PHILLIPS: You got four units today.

MR. STRAWBRIDGE: It sounds like we could do that. Do we have a bankroll to buy the property? No. We're going to have to go out and seek some grant funds together with the City. But we believe it's eminently rehab-able; I reported that to you last month and I haven't changed my position on it.

The structures are in decent condition. Yes, the infrastructure needs to be repaired/replaced. One of our preliminary discussions was that absent full participation -- oops, sorry -- absent full participation in the short term, that we would theoretically be in a position, if we got to critical mass, to secure the entire envelope, and perhaps if units are vacant, put the windows in and we'll just put blinds in and we'll leave them closed until the disposition of them.

I'm hypothesizing right now, but we have been working, I've worked with Mr. Groves from the City's Housing and Community Development Department, and I think we are getting somewhere.

MR. SCHERER: Okay.

MR. STRAWBRIDGE: But the notion occurs to me that if we can get by-in from the Commissioner, the quicker these folks want to come to us and want to dispose of these titles in some reasonable way, the quicker we can begin absorbing the costs of managing and maintaining the property. That's one thing, I hope they will all consider, because the clock, there's going to be costs ticking no matter what.

We'd like to get it back in operation, we actually think

it's got a lot of potential. And I also think, and I want to just say this, while I don't know the answers, there are some folks here who've invested their really, their hard earned money in this and they're still here and they're paying their bills and gosh almighty, if there's a way for us to work it out so they can either stay or at least get some recognition for the distance they've gone. We'd be in favor of that as well. Thank you.

MR. PHILLIPS: Can I ask a --

MR. STRAWBRIDGE: Yes, any questions?

MR. SCHERER: Sure, go ahead.

MR. PHILLIPS: What's the name of your organization?
Community Housing?

MR. STRAWBRIDGE: No, Housing Authority the City of Fort
Lauderdale.

MR. PHILLIPS: Authority of Fort Lauderdale. Now, ideally,
the Housing Authority would own these units?

MR. STRAWBRIDGE: Yes, our not-for-profit housing
enterprises.

MR. PHILLIPS: Do you ever have a joint ownership with
people that may own some of the units or portion of the units
and you --

MR. STRAWBRIDGE: Typically no.

MR. PHILLIPS: Well, these are times that require --

MR. STRAWBRIDGE: That may be so, that's why I say --

MR. PHILLIPS: -- some unique resolution. You have a bunch of people out here and would some of them, knowing that there's a chance that they could get maybe a couple years free rent to come back on some of their investment or maybe with the bank and with the City there's a forgiveness of a foreclosure. I guess the question, could the City own, let's say 50% of the units and individuals own 50%. I really don't know.

MR. SCHERER: You know, why don't, before we go any further with this conversation because it has nothing to do with what we're talking about here today.

MR. STRAWBRIDGE: Okay.

MR. SCHERER: Maybe Mr. Phillips could go to your meeting and suggest his ideas there.

MR. PHILLIPS: Well now, I don't think I want to -- the only reason I bring this up --

MR. STRAWBRIDGE: We don't have to have any meetings.

MR. SCHERER: I'm just saying it has nothing to do with our -- but we appreciate everything you said, so if you have any -- thank you.

MR. STRAWBRIDGE: Thank you.

MR. PHILLIPS: Scott, can I just answer the Chairman, you know, this is kind of like the People's Court. You mentioned Commissioner DuBose, well he's on vacation --

MR. STRAWBRIDGE: Yes.

MR. PHILLIPS: Well, last month we had eight days and they

were going to take the thing down and they were going to knock it down. Is there any other forum that people have gotten together like this Board is informally done?

MR. STRAWBRIDGE: Last month, I invited all of the bankers and attorneys to contact me. I did my best to give out my information. I got one phone call.

MR. PHILLIPS: Well, what I'm saying is, it just seems --

MR. STRAWBRIDGE: And I want you to know --

MR. PHILLIPS: -- it seems that when the banks know that their asset may be demolished they're getting the message that they've got to do something.

MR. STRAWBRIDGE: uh-hmm [affirmative]

MR. PHILLIPS: All right, it's \$3 million worth of loans from one bank. They would prefer us not to demolish it, because then it's a moot point.

MR. SCHERER: Okay, we, Jack, Jack --

MR. PHILLIPS: And if you're getting people here if, does the City Commission have any ability to get all these people in at once in your opinion?

MR. SCHERER: Again, this is completely out of what our scope of work is to do here today.

MR. STRAWBRIDGE: Who's the Chair?

MR. SCHERER: I'm the Chair.

MR. STRAWBRIDGE: Okay.

MR. SCHERER: Okay, so I'm telling you, if you have

something else to add, please add it.

MR. STRAWBRIDGE: No, I'll leave.

MR. SCHERER: No, no, we appreciate you coming. We don't want you not to come back, but the conversations that we're having have nothing to do with what we're going to be -- we don't have any decision-making authority of what you guys are talking about.

MR. STRAWBRIDGE: I understand --

MR. SCHERER: So, but we appreciate everything that you've done and you're trying to do. Really, we do. Thank you.

MR. STRAWBRIDGE: Okay.

MR. SCHERER: Is there any other questions for anybody?

MR. JARRETT: No. Mr. Chair?

MR. SCHERER: Go ahead.

MR. JARRETT: I think that because of all this conversation that's gone up here that some of the owners might be losing part of this and I think one of the key things that Mr. Strawbridge just talked about was the fact that something could be worked out with some of these owners such as Mr. Reed. And I hope that Mr. Reed and some of these other owners do get with him about that. Because you might have missed it in all the other conversation that's gone on up here.

MS. PARIS: Is there anyone else here who would like to give testimony? Do you want to hear from the inspector or anybody else?

MR. SCHERER: What is the City recommending?

MS. PARIS: That's a good question.

MR. SCHERER: Yes, please.

MR. MALONEY: The City's recommending 120-days extension on this. We were given direction from our Commissioner and Mayor to look for alternate ways and that's the reason we're doing it. Also, if we did it 30 days out, we have to notice 58 people again and bring them all back. That leads into giving more of an extension. That's our recommendation to the Board.

MR. SCHERER: Okay.

MR. PHILLIPS: Nothing in about the expense, covering the expense of the screen?

MR. MALONEY: I don't know if that can be put into an order, but I think, what, I think the condition of the 120 days, it being continued or an extension, would be that it remain secure. That if it does not remain secure, for whatever reason, that we can bring this case back to the Board before 120 days to address the unsafe condition resulting.

MR. SCHERER: Okay.

MR. PHILLIPS: Can I ask the City Attorney --

MR. SCHERER: Joe?

MR. HOLLAND: Yes, Mr. Chair.

MR. SCHERER: Hang on, hang on, Joe.

MR. HOLLAND: I just want to point out to everybody the value of shutters for security as well as hurricane protection.

I don't know if the roof has straps, but we're in peak hurricane season, with those open windows, it could take that roof right off. And it's something that, it's a double benefit with these shutters. So I'm encouraging and recommending that, as others have stated, that people get together and take the onus and it's not the City's job necessarily.

MR. SCHERER: Okay. Is there any?

MR. JARRETT: Mr. Chair?

MR. SCHERER: Sure, Thornie, and then John and then Jack.

MR. JARRETT: John I agree with you, the 120 days seems out of, out there too far. I agree with the Chair and what he said, that we need to shorten it. However, Mr. Mahoney just brought up something I'm not aware of, so I have a question for the City Attorney. If we're to give, if we were to give 120-day extension today, how would the City bring that back to us, to this Board sooner if, for instance, that building's not boarded up properly in 60 days or 30 days?

MS. WALD: Two ways. Ginger Wald, Assistant City Attorney. There's actually two ways. One, The City can always bring the case back in front of you as a status conference. Two, Your order can always be amended or vacated also, if the circumstances warrant that. The other option under that is basically what Mike Maloney said.

And as Mr., the Chair said, you're really, as to this Board, are the two options. The options are, we're going to

give you the period of time to bring your property into compliance. And those findings of fact had already been made as to what the violations were and what needed to be done.

The other option is demolition. What I want to read to you, and I actually wrote this out last time and I stuck it in my folder, I'm glad I found it, is the Florida Building Code. And under the Florida Building Code specifically, what a board is allowed and not allowed to do and then of course our own code is little more restrictive.

But I just wanted to read it to you, because I think it will give you some clarity as to what's allowed and not allowed in the Florida Building Code. The Board may modify, rescind or uphold the decision of the Building Official as recited in the Notice of Violation. And you've basically already done that from the first hearing.

And may order the owner or persons responsible for the building or structure such as a manager, to vacate or cause to be vacated forthwith. And you'll see that on the type of cases that would be unfit for human habitation, that would come to you right from the beginning.

To make repairs or take necessary action to secure the building. And this is something again, before that we've talked about where you can say I'm going to let you do this, but you've got to secure the building. I'm going to give you that 30 days or that 60 days.

Or demolish the building or structure and remove the salvage, contents, debris and abandoned property from the premises. So, that is what the Florida Building Code states, the Board has as to the authority. You've already done the step one; you've made the determination that the violations do exist. So you've upheld what the City had already decided. When it says Building Official, that also includes not just Chris Augustin, but who is under Chris Augustin, which in this case is Burt Ford.

You've already made that determination. This is the second part. You've given them 30 days, was it 30 or 60, I can't remember? 30. You gave them 30 days, the owners of each individual property owners, which included the banks, the time to bring this property into compliance. That has not been done. Its come back in front of you today. Your options are still the same; your options can be to provide additional time to bring the property into compliance and with that you can have the caveat that it must be secure.

Now, you have a situation in this case, which is a little different than others, which is the property already is secure. And the reason why the property is secure is because the City of Fort Lauderdale through the Code Enforcement Department put, through a contractor, emergency basis, these steel mesh security, whatever they're called, structures on to keep that property secure.

As you were told from the last hearing, which was one of the important parts was that the contract was going to expire, and they had to get the approval for more money because of the budgetary concerns, as was testified by Mr. Maloney to get that money to keep them on. And of course they were able to do that. But that situation is going to come up again.

Now, as the Chair said, this Board doesn't decide who pays for it, who doesn't pay for it; that is completely out of your hands. The only thing you can do is say, each one of you owners responsible people, you need to do it. I'll give you the X number of day's extension to bring this property into compliance. Or, of course the other alternative, the other alternative being demolition.

And now you've already heard from all the different individuals, and the parties including the City as to the recommendations. And then it is your decision to make. And I hope that kind of clarifies some of the issues again, this is a different case than some of the others.

MR. SCHERER: Okay.

MS. WALD: Yes. Oh, sorry.

MR. SCHERER: Jack?

MR. PHILLIPS: Ginger, the City Commission doesn't have the authority to demolish.

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

MR. PHILLIPS: So, I'm just thinking, when the City

Commission says okay, hold off for 120 days, Commissioner [inaudible], you've got to take the lead and -- but ultimately it's, the only authority to knock this, to demolish it, which to me seems the only leverage over the banks and the real parties, is this Board. So my concern is when we hear, well another 120 days and you kind of look into it and, my concern is nothing's really going to get done.

MS. WALD: To answer your question, because your question was, does, if I'm saying it right, does the City Commission have the authority to order the demolition.

MS. HALE: No.

MS. WALD: The answer is no. The authority to order demolition for the owners or in the alternative for the City, is with this Board and this Board only. If someone doesn't like that determination, if that is the order that happens, they can be appealed directly to the circuit court. So no. Now, what you've been told, because you've heard a lot of things that are testimony, direct testimony in the case and you've also heard things that are just comments. One of the comments that you've heard that were made was the, what the City Commission would like to see to be done. That's all.

MR. SCHERER: Okay. John.

MR. BARRANCO: You know, along the same lines Jack, my tendency, not hearing from Commission, because I know this is going to go on forever, we're going to give these guys

extensions, and it's going to be one of these cases and it's one of these horrible cases, and we've had these heartbreakers before, but it's going to go on and on and on.

And my tendency before I heard that Commission would like to save it, is I want to tear down, and just bring this thing to a head, because that's the only way it's going to get resolved. If it gets resolved some other way and they can get together and figure out a way to do it, I think it's great and I support that.

And I'm willing to give a very small extension. I was hoping for 30 days, but in light of what I heard and trying to notice this publicly, it sounds like it's going to be tough. But after this extension, I believe the Commission has us all here and has appointed us all because we're the experts, we know what it takes, we live in this City, we know what's better for the City. And I think we're going to have to make a hard decision here at the next go round. My vote was going to be to demolish and in light of what I've heard I'm willing to extend it this time, but that's pretty much it for me.

MR. SCHERER: Okay. Any other questions, comments from the Board?

MR. PHILLIPS: I just said it's a very strong message to the banks with the lawyers out here.

MS. PARIS: I think there's someone in the audience --

MR. SCHERER: Oh, I'm sorry. You have a question? You

can, one more comment.

MS. HALL: Again, Gabriella Hall, unit 17. In response to one of the comments that the City Attorney made, we were given 30 days notice to bring the property in compliance. First of all, having seen the pictures, obviously 30 days you can't bring the property into compliance. Second of all, as a unit owner I'm not allowed to access the property, because it's chained off by the City of Fort Lauderdale.

So even though you give us as unit owners, tell us what we need to do, then you need to give us access to the property to let us do it in and if I was to actually go and remove the shutters from my unit, I would probably be fined because I'm removing something that doesn't belong to me. So it's a Catch-22. Giving 30 days to do major construction is not enough time. Secondly, we don't have access to the property.

MR. SCHERER: That's a good question.

MR. LARSON: Mr. Chairman?

MR. SCHERER: Yes, go ahead.

MR. LARSON: I'd like to make a motion.

MR. SCHERER: Okay.

MR. LARSON: I'd like to make a motion, let me see, where are my, I'd better read it. I move that we find that the violations exist as alleged and the following violations, and that we grant the respondent 120 days to come, bring the property into compliance, with the caveat that One, that The

property must be kept secured, and if it cannot be kept secured within the 30-day, when the 30-day existing timeframe runs out from the present contract, then the property needs to be demolished.

MR. SCHERER: That's --

MS. PARIS: Hang on one second.

MR. LARSON: [inaudible] I can see the attorney wincing over there.

MR. SCHERER: Get up [inaudible] the end.

MR. LARSON: But I know it's going to go on if we don't make it tight.

MR. SCHERER: Well, you either give an extension or you give the order to demolish. You're giving --

MR. LARSON: No, I said there's a caveat I said, if it's not kept secured --

MR. SCHERER: I understand. They're going to come back before us in 120 days. Then you have to --

MR. LARSON: No, no. Within 30, if it's not kept in secured, if it's kept secured they've got their 130 days, if it's, 20 days. If it's not kept secured, they lose that and it's demolished.

MR. SCHERER: Ginger?

MS. WALD: I assume there's a question on the motion.

MR. SCHERER: Yes.

MS. WALD: Two parts. One, the findings of fact had

already been made that the violations existed so you don't have to do that again. And then the second part is the problem that you're going to have as the second part of your motion is the determination it's not secure, and that's going to require some type of testimony and therefore we would have to come back here anyway and have a hearing to say that it was not secured and you would have to make that finding of fact.

MR. LARSON: Well, it's going to bring a back to the Board either way you look at it.

MS. WALD: It would have to come back.

MR. LARSON: Yes, so that's going to bring it back to the Board. And it could come before 120 days.

MS. WALD: Well, you --

MR. SCHERER: No, you gave them 120-day extension, so once you give them the extension, the next time that they can appear before us is 120 days.

MS. WALD: Correct.

MR. LARSON: No, I disagree with it.

MR. SCHERER: Okay, well.

MS. WALD: It's up to you guys.

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

MR. PHILLIPS: No.

MR. SCHERER: No second. So motion fails, motion fails. Go ahead John.

MR. PHILLIPS: I was going to ask the question Ginger, could it be made, I think Don was getting at, give them 120-day extension assuming that the unit owners -- now that could be the owners or the banks or the mortgagees -- continue to maintain the existing metal protective shutters. Is that what you're thinking Don?

MR. LARSON: Yes.

MR. PHILLIPS: And if they fail, let's say the company says you haven't paid us, and they rip them down in three weeks from now, because no one's stepping up to pay --

MS. WALD: Okay.

MR. PHILLIPS: -- that then the banks and everyone knows, uh-oh, and this thing is going to be, a negative, is going to be a negative notice, it's a default provision that we can't enter the demolition.

MS. WALD: If I understand the question correctly, can the motion be that you'd provide 120-day extension and with that, that each -- well it has to be each individual owner, it has to be that way because each case is individual -- has to keep the property secure. I don't think you can order as to the type of security.

Now, even though the City has moved forward and contracted on an emergency basis to put the mesh on because two prior times wood boards have been pulled off, I don't think you can specifically state you have to use this company or you have to

use this mesh.

MR. PHILLIPS: Why not? Obviously it was --

MS. WALD: Somebody, somebody -- Excuse me --

MR. PHILLIPS: It was vandalized before, it's on there now.
Let's leave it in place.

MR. SCHERER: Can you, Jack, can you just let Ginger finish?

MR. PHILLIPS: The City approved construction. I think --

MR. SCHERER: Okay, is there somebody, can we make a motion? Is that in the form of a motion?

MR. PHILLIPS: No, I'm just --

MR. SCHERER: Okay, can someone make a formal motion, we're almost -- is there a motion that somebody would like to make?

MS. HALE: All right. I don't want to but I probably will. I will move that we give them the extension of 60 days. That would be --

MR. PHILLIPS: Don's motion?

MR. SCHERER: Don's motion failed.

MR. PHILLIPS: Failed.

MS. HALE: -- September 16.

MS. PARIS: 16, correct.

MR. SCHERER: Okay, is there a second on the motion?

MS. HALE: That's 63 days.

MR. SCHERER: Okay, is there a second?

MR. BARRANCO: I'll second that.

MR. SCHERER: Any discussion? All those in favor say aye.

MR. SCHERER, MS. HALE, MR. BARRANCO: Aye. All opposed?

MR. PHILLIPS: Nay.

MS. PARIS: Can we have a roll call?

MR. SCHERER: We can roll call.

MS. OPPERLEE: Mr. Phillips?

MR. PHILLIPS: No.

MS. OPPERLEE: Mr. Barranco?

MR. BARRANCO: Yes.

MS. OPPERLEE: Mr. Crognale?

MR. CROGNALE: Nay.

MS. OPPERLEE: Ms. Hale?

MS. HALE: Yes.

MS. OPPERLEE: Mr. Holland?

MR. HOLLAND: Nay.

MS. OPPERLEE: Mr. Jarrett?

MR. JARRETT: Nay.

MS. OPPERLEE: Mr. Larson?

MR. LARSON: No.

MS. OPPERLEE: Chair Scherer?

MR. SCHERER: Yes. It fails.

MS. PARIS: Fails, correct, we need another motion.

MR. SCHERER: Okay, somebody else would like to make another motion.

MR. PHILLIPS: I'd like to move we grant a 120-day

extension of time, conditioned upon the unit owners' maintaining the existing structures on the building at their expense, and upon submission of affidavit by the Building Official that the order of demolition can be self-affecting.

MR. SCHERER: Seriously? Okay.

MR. CROGNALE: How can we make them --

MR. SCHERER: I mean, 120 days; if they don't do it, they come back in 120 days.

MR. PHILLIPS: Yes, but then you're giving the banks a free pass for 120 days.

MR. SCHERER: We're, [inaudible] extension.

MR. CROGNALE: How do you assess stipulations to 120 days? It's either is or it ain't.

MR. PHILLIPS: Okay, I withdraw that.

MR. BARRANCO: John, he made a --

MR. PHILLIPS: I move we give them a 30-day extension of time to come in, to come into compliance.

MR. SCHERER: Is there a second on the motion?

MS. HALE: Sure, I'll second that.

MR. SCHERER: Any discussion on the motion?

MS. HALE: I don't like it.

MS. WALD: Any questions?

MR. SCHERER: Any questions or discussions on the motion? Okay, seeing none, let's do a roll call.

MS. OPPERLEE: Mr. Phillips?

MR. PHILLIPS: A.

MS. OPPERLEE: Mr. Barranco?

MR. BARRANCO: No.

MS. OPPERLEE: Mr. Crognale?

MR. CROGNALE: No.

MS. OPPERLEE: Ms. Hale?

MS. HALE: I seconded it but I didn't really like it; it was just to move things along. Yes, I'll say yes.

MS. OPPERLEE: Yes.

MS. OPPERLEE: Mr. Holland?

MR. HOLLAND: No.

MS. OPPERLEE: Mr. Jarrett?

MR. JARRETT: No.

MS. OPPERLEE: Mr. Larson?

MR. LARSON: Yes.

MS. OPPERLEE: Chair Scherer?

MR. SCHERER: Yes.

MS. PARIS: Fails 5 - 3.

MR. PHILLIPS: 5 - 3?

MS. PARIS: I believe it's 5 - 3.

MR. PHILLIPS: Mr. Barranco, how about you taking a shot at it?

MR. SCHERER: It's what? 4 - 4?

MR. JARRETT: No, I --

MR. SCHERER: I said yes.

MS. HALE: Look, we only have 90 days left that we haven't tried.

MR. JARRETT: Mr. Chair?

MR. SCHERER: Yes.

MR. PHILLIPS: What -- does it pass?

MR. SCHERER: No, it's 4 - 4, it doesn't pass.

MR. BARRANCO: Okay, I'll make a motion.

MR. PHILLIPS: Let's listen to John.

MR. JARRETT: Okay.

MR. BARRANCO: Seeing as the City needs time --

MR. PHILLIPS: The City's what?

MR. BARRANCO: The City needs time to notice the next hearing. And we want to give them reasonable time to work it out. I think a couple of months is fair and we'll see them again. So my motion is for 63 days without any strings tied to it. We'll see them again and at that point we'll make a decision what we're going to do. So 63 days to the 9/16 meeting.

MR. SCHERER: Okay, is there a second on the motion?

MS. HALE: I'll second that. I thought I had already made that.

MR. SCHERER: Okay. Now let's discuss it. Can we ask, go through the role call and see if there was a, because we've already had this motion, we voted on it and it failed. So who voted against it and what was the problem with the vote?

MS. WALD: Who voted against the 63 days?

MR. SCHERER: Let's go -- Phillips.

MS. OPPERLEE: [inaudible] Holland, Jarrett and Larson.

MR. SCHERER: Okay. Is there any problem with the 63-day extension? With people who voted against it only.

MR. CROGNALE: Yes, we didn't, I didn't care for the 63-day extension. That's why I voted against it.

MR. SCHERER: Okay. Is there --

MR. HOLLAND: I'm concerned, any more elaboration on the costs of this noticing, the impact from a time, labor and expense standpoint?

MS. PARIS: It's extremely time-consuming and extremely expensive. If you'll notice the three boxes down here, every unit has a minimum of four mailings that go out. Some of them have six to eight. So that includes not only sending them out first class and certified, it's when things come back. It's then filing everything, it's putting them on the agenda, it's checking everything off. It's an extremely time-consuming process.

MR. SCHERER: Okay.

MS. PARIS: Now, that shouldn't -- and updated title searches -- now that shouldn't stop you from a 30-day extension if that's what you want to do, we'll get it done again. That's up to you, but yes, it is an extremely lengthy process.

MR. HOLLAND: Thank you, I appreciate that.

MR. SCHERER: Okay.

MS. PARIS: But again, I --

MR. SCHERER: Is there anybody else that voted no that has a question or doesn't agree or maybe could convince the other people who voted yes to vote no?

MR. JARRETT: I have a question. And I did vote no. Because actually, I thought we were going to wait and do it on the 30 days. And that's what I expected but that didn't happen either.

MR. CROGNALE: Mr. Chair?

MR. JARRETT: Hang on, I have a question, and excuse me, Joe, for the City Attorney. If we grant this 63-day extension and if at the end of 30 days there is an issue, the City staff may bring this back to the Board. I'm not asking him to, I'm saying they may bring it back to the Board, is that correct?

MS. WALD: That is correct. Ginger Wald, Assistant City Attorney.

MR. JARRETT: Regardless of the 30 --

MS. WALD: We would have to do all the notices and everything else just -

MR. JARRETT: Okay, okay.

MS. WALD: -- as was told to you. But yes, it is possible. Somebody can always make a motion and the motion needs to be heard. I can't think this late in the game what that motion would be. But if someone made a motion in any one of these

cases, we would schedule the motion for the - or, our policy would be schedule the motion for the next hearing. So if that occurred the case would come back, whatever case that would be.

MR. SCHERER: Okay.

MS. WALD: And by the way, can I just state as a point of order. As to the - and no offense -- as to the 63-day motion, the only person who really can bring that back is someone who voted no when it failed. So I think that's what you were asking.

MR. SCHERER: Yes, yes.

MS. WALD: Okay. Thank you.

MR. SCHERER: That's what I was asking, but that never happened before so I didn't really know what to do.

MS. WALD: That correct.

MR. SCHERER: So can we just call, can we call a vote on --

MS. WALD: Well, no, because actually, and again actually, John voted --

MS. HALE: John.

MS. WALD: -- once I was told, John voted yes for it the first time so he can't bring that back.

MS. HALE: Yes.

MR. SCHERER: Oh.

MS. WALD: The only person who can bring that motion back as someone who voted no.

MR. JARRETT: I can bring it back.

MR. SCHERER, MS. HALE: Okay.

MR. SCHERER: So --

MS. WALD: Thornie can.

MS. HALE: Thornie.

MR. SCHERER: So, yes.

MS. WALD: Okay, thank you.

MR. SCHERER: Okay, so then --

MS. PARIS: Of course we haven't had a 90-day motion
[inaudible]

MR. SCHERER: Okay, so we have a 60-day motion on the
floor.

MR. JARRETT: Do you want to be here that much longer?

MR. SCHERER: Thornie, would you like to restate the motion
real quick?

MR. JARRETT: Yes.

MS. WALD: Thank you.

MR. JARRETT: Okay, I'll make the motion that failed
earlier that we do give them the 63-day extension, period.

MR. SCHERER: Is there a second?

MR. PHILLIPS: I'll second.

MR. SCHERER: Any discussion?

MR. PHILLIPS: Yes, I had a question. Ginger, my concern
is let's say within, I don't think the City is going to pay this
month to board it up.

MS. WALD: Jack, I can't answer that.

MR. PHILLIPS: And I don't think they're going to pay the next month, so aren't we realistically concerned about they, suppose they take them off next week and we have vacant houses, and we don't get to it for two months? What can we do as a Board? We just have to --

MS. WALD: You're asking in a vacuum, I can't ask, I can't answer exactly every type of scenario that could come up. As I stated before, if there is something that occurs, the case can always be brought back on some type of motion, back in front of this Board the next time it meets. So I can't say what that's going to be because it has not occurred.

MR. SCHERER: Okay. Any more discussion? All those in favor say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All opposed? Motion passes.

MS. PARIS: 63 days.

MR. SCHERER: 63 days.

MR. BARRANCO: That's what we were trying to tell everybody.

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Case: CE09121146

MOUSTAKIS, ALBERT &

MOUSTAKIS, JEANNETT, ESTATE

1010 SW 2 CT

MS. PARIS: If you will turn to the last page of your agenda, we have one case left.

MR. BARRANCO: That was a great motion.

MS. PARIS: This is a new business case on page 61. Case CE09121146. The inspector is Jerry Smilen, the address is 1010 Southwest 2 Court, the owners are Albert Moustakis and Jeannett Moustakis Estate.

We have service by posting on the property 7/9/10, certified, or the notification is as noted in the agenda and the City is requesting an emergency demolition.

MR. SCHERER: This is --

MS. PARIS: Do you want to wait just a minute until --

MR. SCHERER: Yes, we'll wait, we'll wait.

MS. WALD: And then I'll --

[The Board waited briefly for the respondents from the previous cases to exit the auditorium]

MR. PHILLIPS: Mr. Maloney? Stay 'til the end, I want to make another motion afterward.

MS. WALD: No motion yet.

MR. PHILLIPS: No, no, no, no, no, for the good of the City afterward.

MS. PARIS: That's at the end.

MS. WALD: That's --

MR. PHILLIPS: At the end.

MS. PARIS: Yes.

MR. SCHERER: Are we ready?

MS. WALD: I'm ready.

MR. SCHERER: Okay, let's go.

MS. WALD: I just quickly looked on the - Ginger Wald, Assistant City Attorney - I just quickly looked as to what was provided to you and -- can you keep it Down please?

MS. HALE: No, it's on second Street.

MR. BARRANCO: Hey Jack --

MR. SCHERER: Excuse me, everybody that's not presently talking about a case, can you maybe step outside? Thanks.

MS. WALD: And what I need to provide to you is the actual, for everyone to see, the actual Notice of Violation. What you have on your agenda is the original violation of Florida Building Code numbers and then one occurred thereafter, because this actually was supposed to be scheduled for a regular case in August, is that the Building Official, Chris Augustin, inspected the property, and on July the 7, 2010 as part of his inspection, declared the need for an emergency demolition because of actual failure or partial collapse of the structure herein.

And that condition of the structure is a health, windstorm and fire hazard pursuant to Florida Building Code 115.5. Additionally, demolition of said structures is necessary to protect the public health, safety and welfare. Hearing before the Unsafe Structure Board is scheduled on July 15, 2010. Said hearing will be held at three o'clock in the City Commission

room at City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida.

So I'm actually going to provide this to each one of you. What the City is actually requesting is based upon Florida Building Code 115.5, not what is actually listed in your agenda.

MR. SCHERER: Okay.

MS. WALD: So, please take this Notice of Violation as the proper charging document.

MR. SCHERER: Okay. Thank you.

MR. BARRANCO: I just have a point of disclosure, I don't know if it makes a difference. I drove by the property the other day and I happened to see Gerry out there and I said hi.

MR. SCHERER: Okay.

MR. BARRANCO: So, I am familiar with this property.

MS. WALD: Okay.

MR. BARRANCO: And it won't affect my decision.

MS. WALD: That's fine, thank you.

MR. SCHERER: Okay, Gerry, want to? Is there a respondent here for this or no?

INSPECTOR SMILEN: No, there isn't.

MR. SCHERER: Oh, okay.

INSPECTOR SMILEN: Gerry Smilen, Building Inspector for the City of Fort Lauderdale, presenting case CE09121146. I first inspected the property on December 16 of '09. At that time, the following violations were cited and I'd like to enter into

evidence or as you already have, the Notice of Violation which details all of the Florida Building Code violations as well as the remedial action required.

The Notice of Violation sent out originally on June 15, 2010 and then at that point we were looking to make this for an August hearing. And since then the roof has collapsed on the property, and so we took immediate action and we're looking for an emergency demolition --

MR. SCHERER: The City's asking for a motion to demolish?

MR. LARSON: So moved.

INSPECTOR SMILEN: Sir?

MR. SCHERER: The City's asking for a motion to demolish?

INSPECTOR SMILEN: Yes sir.

MR. SCHERER: Okay, is there --

MS. HALE: Do you have a timeframe on that, as an emergency?

INSPECTOR SMILEN: Well, at this point, we have our demolition contractor on call. And as soon as we do get, if we do get a motion for demolition, they will apply for the permit tomorrow, we will expedite it.

MR. SCHERER: Okay.

MS. HALE: Okay.

MR. PHILLIPS: Gerry, have you spoken to the lawyer, Ken Trent?

INSPECTOR SMILEN: No, I have not. I spoke to Mr.

Moustakis I believe two days ago, he did call.

MR. PHILLIPS: Where's he, Chicago?

INSPECTOR SMILEN: I believe so. I'm not too sure exactly.

MR. CROGNALE: He's not being represented this evening?

MS. WALD: No. Let me, let me respond next to that. Ginger Wald, Assistant City Attorney. We previously did a title search on this property, and as part of the title search on the property and part of what we already had as to our files, because there was a prior lawsuit that happened a couple years ago that the attorney actually represented Mr. Moustakis and his deceased mother Jeanette Moustakis on.

Out of an abundance of caution, because I had that knowledge and I do, our office does the title searches, I placed his attorney as part of the notice just because he may be representing him. He has not shown, Mr. Moustakis has not stated one way or another, whether he's representing him or not.

But notice did go to Mr. Moustakis. In fact, notice went for the original hearing in, for August and then when it needed to be done on an emergency basis, which is today's hearing, it was sent to him via Express Mail?

MR. PHILLIPS: FedEx.

MS. WALD: Federal Express. Excuse me, Federal Express, and it was signed for and we had notice of it.

MR. SCHERER: Okay.

MR. PHILLIPS: Ginger, was that lawsuit against the City?

MS. WALD: Yes, but it has nothing to do with what's in front of you today.

MR. SCHERER: Anybody like to make a motion?

MS. HALE: Sure, I'll do it. Oh.

MS. WALD: Wait, wait. One second. We, this was done, because it was done on emergency we have the actual Building Official -- ta-da -- Chris Augustin, who needs to put his two cents in under 115.5. So if we can have the City hear that.

MR. SCHERER: Okay, okay, sure, sure.

MR. PHILLIPS: Ginger, I'm concerned, what, if the City was in a lawsuit with this person --

MS. WALD: Jack.

MR. PHILLIPS: -- before, and now we're demolishing the house --

MS. WALD: Jack, Jack, can we let the City finish presenting its case and I'll answer any questions you have.

MR. PHILLIPS: Okay.

MS. WALD: Thank you.

MR. SCHERER: Chris.

MR. AUGUSTIN: Chris Augustin, Building Official, for the City of Fort Lauderdale. On August 7, I visited the residence of --

MS. HALE: August 7?

MR. PHILLIPS: Last year?

MS. HALE: Last year?

MR. PHILLIPS: July.

MS. HALE: July.

MR. AUGUSTIN: July, I'm sorry.

MR. PHILLIPS: July 7.

MR. AUGUSTIN: July 7.

MR. PHILLIPS: I thought we were Abraham Lincoln's house in
[inaudible] Illinois.

MR. AUGUSTIN: Anyhow, you'll see by the pictures --

MR. PHILLIPS: A fireplace, look at that.

Mr. AUGUSTIN: -- that it is definitely failing and
collapsing. So as per 115.5.1 --

MS. HALE: New door.

MR. AUGUSTIN: -- in my opinion. It is in need of
emergency action, emergency demolition. It is definitely
failing. I don't know if you can see the pictures. Gerry's
going to play some pictures here. It's, the roof is totally
collapsed, the walls are failing. It's the worst I've ever
seen.

[Mr. Smilen showed photos of the property.]

MR. SCHERER: Wow. It's amazing that you made it through.

MR. LARSON: Nice door.

MS. HALE: Huh?

MR. LARSON: Nice door.

MS. HALE: Yes, it's a nice door, you might want to take
that off before, you know.

MR. PHILLIPS: Is that a block wall, no, plywood.

MS. WALD: Excuse me.

MR. SCHERER: Wow.

MS. WALD: There's additional pictures, so if you can look through the pictures --

MR. HOLLAND: These are the good ones.

MS. WALD: -- give Gerry an opportunity to explain them.

MR. SCHERER: Sure. Oh my gosh, look at that.

MR. PHILLIPS: Holy -- Oh my goodness.

MR. BARRANCO: It's not looking so cute --

MS. HALE: What is --

INSPECTOR SMILEN: Can we go back to the first picture please?

MS. PARIS: Yes, we could.

INSPECTOR SMILEN: Thank you.

MR. SCHERER: You don't think they can rehab this?

MS. HALE: Oh, come on.

INSPECTOR SMILEN: You know my whole show is ruined here.

MS. HALE: Oh, come on.

MR. SCHERER: Don't worry about it.

INSPECTOR SMILEN: Okay, okay, right there, please, okay. This is December 16 of '09. That's when I first visited the property. This is what it looked like. Could we go to the next picture, please? Here we show the roofline there, it's a straight gable roof and you can see how the roof is sagging.

This is in December of '09. Keep going.

I'm just showing you, this is on the east side, the walls are starting to buckle and that's where the fireplace and the chimney are. Keep going. Okay this is the side doors, there were two of them. And then again this is the east wall again. You can see at the top how it's starting to bulge out from the overstressing of the roof.

Right here, you can see a lot of deterioration from lack of maintenance on the roof. And that's just showing you some more. This is the rear of the house where evidently there was a -- does this still work? Where evidently there was an addition that was put on illegally that was removed. There's just bare plywood on there right now.

We, just showing some more pictures of the rear. This is over on the other side, this is the foundation, okay, we're going a little, keep going, okay. That's more of the chimney there where you can see the roof is completely rotted out. This is the west side of the house. You can see where the electrical service is, and you can see the transition from the lower roof on the front to the rear and you can see the whole overhang and fascia is completely destroyed and deteriorated on that side of the roof.

This is more on the front of it showing more deterioration you can see daylight coming in from where there should be a solid roof [inaudible] up there. This is the sewer connection

or the waste connection, and that's just showing you more of the east side.

Now, this is in June. As you can see we're progressing with the way the roof structure has gone. It is caving in a lot more, the fascia board, the overstressing of the whole structure is just giving away. We can go to the next one.

Again, you can see that east wall, right there. See how it has just buckled inward? You could see where the doorjamb is that the wall has moved so far out of plumb that the doorjamb just fell right inside the house.

Okay this is, I actually got to see the inside of the house for a change. There was a loft or a second-floor area that just completely collapsed inside there. This, the rain has just been pouring in there like a funnel. Keep going. That's more on the inside of the house as you can see all the insulation and the roof. It's all in tatters; it's just shredded.

MR. PHILLIPS: Well, I got the bucket there to collect the rain.

INSPECTOR SMILEN: Well thank God for that.

MR. PHILLIPS: That last picture.

INSPECTOR SMILEN: Maybe we can save the floor. Okay, we're just moving on here. Now, I think that we're going to get into our July pictures. So this is July. Doesn't look that bad from the front. However, as you can see, see the truss, all the roof rafter tails are all turned up --

MS. HALE: Why can't we just demolish it?

INSPECTOR SMILEN: - because the whole roof is caved in.

MR. SCHERER: This is definitely --

INSPECTOR SMILEN: Right inside to the, right inside the house. This right here is the gable end in the rear, it just fell right off.

MR. PHILLIPS: Can I make a motion, Mr. Chair?

MS. WALD: No. [inaudible] pictures.

MR. SCHERER: Okay.

INSPECTOR SMILEN: Okay. This again is showing, this is the rear you can see, okay, okay there we go right there. That's where the cable end used to be, now the roof has completely caved in. We're just showing again reference to the gable end and the rear. And you can see the west wall which we'll have a better picture of; the west wall is just completely separating from the building.

There you go right there, that's the corner of the west wall, the rear corner. That's where the electrical service is and that's the front of the west wall and there is a picture showing you exactly what we're looking at.

MS. HALE: Okay.

MR. PHILLIPS: Can we wait another month, won't it just dissolve totally?

INSPECTOR SMILEN: Okay. The City is asking the Board to find for the City and grant an order for an emergency demolition

effective immediately to protect all adjoining properties and the community from any damage or life safety issues.

MR. SCHERER: Okay, someone make a motion.

MR. PHILLIPS: I'd like to make a motion. I move that we find the violations exist as alleged, and we enter an order of immediate demolition. In light of the immediate peril and danger to the community and life and we order the City to demolish that immediately. Such demolition to be accomplished by a licensed demolition contractor pursuant to a City issued demolition permit.

MR. SCHERER: Wait, is that okay?

MR. HOLLAND: Second.

MR. SCHERER: Everything, okay. Second, first, second. Any discussion? Seeing none, all those in favor say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: All opposed? Motion passes.

MS. WALD: Thank you.

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Communications to the City Commission

MS. PARIS: And any communication to the City Commission?

MR. PHILLIPS: Ginger?

MR. BARRANCO: I have to excuse myself guys.

MR. SCHERER: Yes, and I do too, so.

[Mr. Barranco and Mr. Scherer left the meeting at 5:13]

MR. PHILLIPS: I was going to suggest, well, it has to be

unanimous, or we're going to - I, you know, the City Commission said 120 days. Mr. Commissioner DuBose knew this -

MS. WALD: Okay, wait, wait, wait, wait.

MR. HOLLAND: Wait a minute, that's particular, that case particular.

MS. WALD: Ginger Wald, Assistant City Attorney.

MR. CROGNALE: Old business, old business.

MS. WALD: The case has already been heard, nobody's here, we can't talk about a specific case. If you want to do a generalization as to the City then that's fine. Thank you.

MR. PHILLIPS: I'll do a generalization. The City has suggested one method is that the City Commissioner be appointed to a particular issue. I'd like to make a suggestion that the City Commission, since it can't order demolition, appoint, I don't know if it has the power to appoint an actual *ad hoc* committee of members authorized to deal with a particular project, that it do so, so there's some type of regularity.

MS. PARIS: Well, we would need a motion because that's how we're handling these now. There's still five, there's six people here. So we need --

MR. HOLLAND: I'll second for the sake of discussion.

MR. MCKELLIGETT: And before, can you read back, so we know exactly what the Commission is going to hear, can you read it back Jamie?

MS. OPFERLEE: To appoint an *ad hoc* committee since the

Commission can't order demolition.

MR. MCKELLIGETT: For?

MR. PHILLIPS: Well, she told, Ginger said I can't mention the New River condo project.

MS. WALD: You can't discuss a specific the case because everyone's gone.

MR. PHILLIPS: Well that's what I want - well you can't talk about it until the meeting's over, so.

MR. MCKELLIGETT: So when the Commission gets exactly what she just read back, they're not going to have any idea what we're talking about.

MS. WALD: The problem is --

MR. PHILLIPS: Look, the whole point is this. If they want to appoint one of the Commissioners who is going to get serious about this because I know that the only place where anything's going to possibly get -- you know this, the project may get demolished. But you know what? The only possible way of getting people together to deal with this is under the hammer of demolition of this particular property --

MR. HOLLAND: Properties in general.

MR. PHILLIPS: Properties in general. Okay, assuming there's an apartment complex that most of the units, of lets say [inaudible] 60, and they're all in foreclosure and there's an opportunity for the banks to contribute to the maintenance of it and for the City to work with a community housing department that

they, the City Commissioner or the City Commission appoint a formal body or entity to deal with this opportunity. And I'll withdraw that motion since obviously no one can understand it.

MR. JARRETT: I'd like to make a comment. I think that something like this is probably out of the realm of what we send communications to. However, all of us individually can call our Commissioners and we can express this view to the Commissioners. Which, I'm going to make a call to my Commissioner and I'm going to call the Mayor and I think that we can handle it that way rather than an official communication.

MR. PHILLIPS: Okay.

MS. HALE: Ginger, is it too late that the next time --

MR. CROGNALE: Are we officially adjourned?

MS. HALE: -- we have the meeting --

MR. CROGNALE: We're not officially adjourned?

MR. HOLLAND: He's got the gavel.

MS. HALE: -- that Bobby, that a specific invitation to come, to input into when they come back?

MS. WALD: Sure. As you, I don't know about at this Board, I know Code Enforcement Board that we have seen Commissioners come and testify or state their position.

MS. HALE: Yes. I don't know that I want it testified, but just to hear what he says since he's been named head of this project.

MS. WALD: A Commissioner can come and as was just stated by

Mr. Jarrett, you always have a Commissioner and individually as a resident and as a person of Fort Lauderdale, you can call your Commissioner.

MS. HALE: Yes but --

MR. PHILLIPS: I thought there were Sunshine restrictions on one Board speaking --

MS. WALD: No, no, no. That's a Board.

MR. PHILLIPS: -- to the Commission about a business before the Board.

MS. WALD: As a Board, as a Board. As an individual, you can always speak to your own Commissioner. You're not supposed to talk about issues that would come before you or issues that would come before the Commissioner. But again --

MR. PHILLIPS: Well, that's the whole point --

MS. WALD: We really can't talk, we really can't --

MR. PHILLIPS: The whole point is, if I want to talk about a particular project before this Board, then you're saying I'm not allowed --

MR. CROGNALE: I would like to make a motion for adjournment.

MR. PHILLIPS: I'll second that motion.

MS. HALE: For what?

MS. WALD: Adjourn.

MR. JARRETT: To adjourn.

MR. PHILLIPS: All in favor.

Unsafe Structures Board

July 15, 2010

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BOARD MEMBERS: Aye.

[Meeting concluded at **5:17** pm.]

BOARD CLERK

JOHN SCHERER, CHAIR

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

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held July 15, 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 _____ day of _____, 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 _____ day of _____, 2010.

NOTARY PUBLIC
State of Florida at Large

Notarial Seal: