

**CITY OF FORT LAUDERDALE
 UNSAFE STRUCTURES BOARD
 THURSDAY, OCTOBER 21, 2010 AT 3:00 P.M.
 CITY COMMISSION MEETING ROOM
 CITY HALL**

| <u>Board Members</u> | Attendance | Cumulative Attendance 10/10 through 9/11 | |
|----------------------------------|------------|--|--------|
| | | Present | Absent |
| John Scherer, Chair | P | 1 | 0 |
| John Phillips, Vice Chair [3:18] | P | 1 | 0 |
| John Barranco [3:06] | P | 1 | 0 |
| Joe Crognale | P | 1 | 0 |
| Pat Hale | P | 1 | 0 |
| Joe Holland | P | 1 | 0 |
| Thornie Jarrett | P | 1 | 0 |
| Don Larson | P | 1 | 0 |
| Michael Weymouth | P | 1 | 0 |

City Staff

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

Communication to the City Commission

Motion made by Mr. Phillips, seconded by Mr. Barranco, to present the attached [Sun Sentinel] news article and the suggestion to the City Commission to examine the need for a police officer to attend all meetings of the Unsafe Structures Board. In a voice vote, motion passed unanimously.

Witnesses and Respondents

CE10021620, CE10021621, CE10021625: Nicole Scimone, attorney;
Justin Hekkanen, attorney
CE10021622: Brian Kowall, attorney; Nicole Scimone, attorney;
Justin Hekkanen, attorney
CE10021624: Anmarie Jones, owner's mother
CE CE100216: Barry L. Coates, owner's representative; Sheldon
VanRiles, owner's representative
CE10021628: Mitchell Evan Monroe, attorney
CE10021629, CE10021734: Gregory B. Taylor, attorney
CE10021641: Garfield Wray, owner; Raymond Suarez, attorney
CE10021702: Clifton Reed, owner
CE10021711: Brian Kowall, attorney; David Thomas, realtor
CE10021714: Samuel Small, owner
CE10021729: Kimberla Terry-Miller, owner
CE08092242: Juanita Avant Gray, relative; Jana Gray Williams,
owner
CE10071360: Vincenzo Esposito, owner; John Hammel, engineer's
representative; Terry Harkins, owner's representative
CE10021622: Tami A. Phillips, owner
All New River units: Bruce Drum, Victor Garaycochea, Christian
Cabaliero, VPS Shutter Company, Troy Verrett, Bernadette Norris-
Weeks, attorney, Lucy Morales Harty, observer, Claus (Richard)
Lehman, investor, Pamela Adams, observer

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| <u>Case Number</u> | <u>Respondent</u> | <u>Page</u> |
|--|---|--------------------|
| 1. CE10071360 Address: Disposition: | ESPOSITO ENTERPRISES INC 2908 E SUNRISE BLVD 28-day extension to 11/18/10. Board approved 7-0. | <u>10</u> |
| 2. CE10021620 Address: Disposition: | FEDERAL NATIONAL MORTGAGE ASSN 451 NW 23 AVE # 01 Demolish within 30 days or the City will demolish. Board approved 8-1. | <u>12</u> |
| CE10021621 Address: Disposition: | MEISTER, JONATHAN M & MEISTER, LAURA 451 NW 23 AVE # 02 Demolish within 30 days or the City will demolish. Board approved 8-1. | |

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CE10021622 PHILLIPS, TAMI A
Address: 451 NW 23 AVE # 03
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021624 JONES, KAMILAH
Address: 451 NW 23 AVE # 04
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021625 GARCIA-ACOSTA, ANNETTE & ACOSTA, RICA
Address: 451 NW 23 AVE # 05
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021626 SZNUK, EWA & SZNUK, ROBERT
Address: 451 NW 23 AVE # 06
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021627 ALONSO, VICTORINO & ALONSO, LYDIA
Address: 451 NW 23 AVE # 07
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021628 FEDERAL NATIONAL MORTGAGE ASSN
Address: 451 NW 23 AVE # 08
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021636 MORENO, ANGEL
Address: 471 NW 23 AVE # 09
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021629 DREAM MAKER INVESTMENTS LLC
Address: 471 NW 23 AVE # 10
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021630 WACHOVIA MORTGAGE CORPORATION
Address: 471 NW 23 AVE # 11
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

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CE10021631 SAPP FAMILY LAND TRUST
ABRAHAM & SWEENEY PA TRUSTEE
Address: 471 NW 23 AVE # 12
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021632 EQUITY GATEWAY, LLC
Address: 471 NW 23 AVE # 14
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021633 FEDERAL NATIONAL MORTGAGE ASSN
Address: 471 NW 23 AVE # 15
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021634 COUNTRYWIDE HOME LOANS SERVICING, LP
Address: 471 NW 23 AVE # 16
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021635 HALL, GABRIELA
Address: 471 NW 23 AVE # 17
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021637 BENDER, LUDETHIA SCHERINE
Address: 480 NW 24 AVE # 18
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021638 DRAKE, KWAN
Address: 480 NW 24 AVE # 19
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021639 THOMPSON, RONALD
Address: 480 NW 24 AVE # 20
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021641 WRAY, CHRISTINE A GEORGE
Address: 480 NW 24 AVE # 21
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

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CE10021642 GARCIA, TAMARA & JORGE
Address: 480 NW 24 AVE # 22
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021645 BROWN, TERESA ANN
Address: 480 NW 24 AVE # 23
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021647 PEAVY, YOLANDA D
Address: 480 NW 24 AVE # 24
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021649 DEUTSCHE BANK NATIONAL TRUST CO AS
TRUSTEE
Address: 480 NW 24 AVE # 25
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021652 MONEY-LINE MORTGAGE LLC
Address: 500 NW 24 AVE # 26
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021655 ORTIZ, LUIS BELTRAN
Address: 500 NW 24 AVE # 27
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021659 HOUSTON, MARC & ROCHELLE
Address: 500 NW 24 AVE # 28
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021662 SECRETARY OF HOUSING & URBAN DEV
C/O NATIONAL HOME MGMNT SOLUTIONS LLC
Address: 500 NW 24 AVE # 29
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021664 MARRERO, ORLANDO
Address: 500 NW 24 AVE # 30
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

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CE10021666 GREGOIRE, JEAN YVES & NARCISSE, CARME
Address: 500 NW 24 AVE # 31
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021667 CEBALLOS, LUIS COLPAS
Address: 500 NW 24 AVE # 32
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021668 VASQUEZ, ASHLEY JADE
Address: 500 NW 24 AVE # 33
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021669 COPELAND, CATHYE LYNN EST
Address: 510 NW 24 AVE # 34
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021672 ACOSTA, MARIA D SUAREZ
Address: 510 NW 24 AVE # 35
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021674 SIMEON, MARLINE
Address: 510 NW 24 AVE # 36
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021677 JOHNSON, SANDRA DIAS &
JOHNSON, BARRON WILLIAM
Address: 510 NW 24 AVE # 37
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021678 LUBIN, GERMAIN & ASTRIDE
Address: 510 NW 24 AVE # 38
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021680 SOTO, MANUEL
Address: 510 NW 24 AVE # 39
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

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CE10021683 REDDING, MURIAL DELOISE
Address: 510 NW 24 AVE # 40
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021685 MCMILLIAN, CAROLYN F
Address: 510 NW 24 AVE # 41
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021687 GROVES, TANYA AYESHA &
LAWRENCE, GEVONNE ANTOINETTE
Address: 510 NW 24 AVE # 42
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021692 PEREZ, JOSE ANTONIO & ILEEN
Address: 510 NW 24 AVE # 43
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021696 GREEN, DIANA
Address: 510 NW 24 AVE # 44
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021699 YERO, REISY
Address: 510 NW 24 AVE # 45
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021702 REED, CLIFTON
Address: 510 NW 24 AVE # 46
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021707 VALERIANO, NORA M
Address: 510 NW 24 AVE # 47
Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

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CE10021711 GMAC MORTGAGE LLC
 C/O FIDELITY/GMAC MORTGAGE CORP
Address: 510 NW 24 AVE # 48
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021714 SMALL, SAMUEL AUGUSTUS
Address: 510 NW 24 AVE # 49
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021718 JOLLY, KIM D
Address: 510 NW 24 AVE # 50
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021721 ARTIS, CURTIS & BAILEY, ZACHARY
Address: 510 NW 24 AVE # 51
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021725 WACHOVIA MORTGAGE CORP
Address: 510 NW 24 AVE # 52
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021729 MILLER, ANTHONY J JR &
 TERRY-MILLER, KIMBERLA L.
Address: 510 NW 24 AVE # 53
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021734 JP MORGAN CHASE BANK, NA
Address: 510 NW 24 AVE # 54
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

CE10021737 NELSON, KIMBERLEY VERNA
Address: 510 NW 24 AVE # 55
Disposition: Demolish within 30 days or the City will
 demolish. Board approved 8-1.

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

Address: 510 NW 24 AVE # 56

Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021744 MURRAY, SHERRI D

Address: 510 NW 24 AVE # 57

Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021747 NELSON, KAREN Z

Address: 510 NW 24 AVE # 58

Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

CE10021751 BONELLI, LUIS

Address: 510 NW 24 AVE # 59

Disposition: Demolish within 30 days or the City will
demolish. Board approved 8-1.

3. CE08092242 GRAY-WILLIAMS, JANA

Address: 512 NW 22 AVE

Disposition: 182-day extension. Board approved 9-0.

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4. CE10050008 MARCHELOS, VASILIKY

Address: 2633 NE 27 TER

Disposition: Demolish within 30 days or the City will
demolish. Board approved 9-0.

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The regular meeting of the Unsafe Structures Board convened at 3:02 p.m. at the City Commission Meeting Room, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

Board members introduced themselves in turn.

All individuals giving testimony before the Board were sworn in.

Approval of meeting minutes

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

1.

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Case: CE10071360

ESPOSITO ENTERPRISES INC.

2908 E SUNRISE BLVD

MS. PARIS: Our first case will be on page 60. This is an old business case, Case CE10071360, the inspector is Burt Ford. The address 2908 East Sunrise Boulevard. We have the service by posting on the property 9/29/10. We've advertised in the Daily Business Review 10/1/10 and 10/8/10. We have service to the certified owner and certified mails as noted in the agenda. Violations as noted in the agenda.

This case was first heard at the 9/16/10 USB hearing. At that time the Board granted a 35-day extension to the 10/21/10 USB hearing.

MR. SCHERER: Good afternoon.

MR. HARKINS: Afternoon, I'm Terry Harkins, I'm helping the, representing the owner on this case.

MR. SCHERER: Okay, what's the status? We, at the nine or 10/21 or 9/16 hearing we gave you a 35-day extension.

MR. HARKINS: The building permit, we've had a couple of

issues with getting the building permit out. We are down to just structural only and there are three minor issues that, one of them is the truss has to be modified and the truss engineers will have that ready in two days. And another one's just a roofing application that's pending right now.

MR. SCHERER: The roofing subcontractor application?

MR. HARKINS: Yes. That's all.

MR. SCHERER: Okay. Burt, is there any update or any --

INSPECTOR FORD: Just what he said. The, Burt Ford Building Inspector for the City, I've been talking to Glenn as he's been doing the reviews I think we're a few days away. City doesn't oppose an extension.

MR. SCHERER: Okay, how much would the City recommend?

INSPECTOR FORD: A months is I think [inaudible]

MR. SCHERER: Okay. Any questions? Anybody like to make a motion?

MR. JARRETT: I'll make a motion. I make a motion that we give them an extension to the, oh, now I'm confused.

MS. HALE: 11/18.

MR. SCHERER: There's 11/18 and there's 1/20.

MR. WEYMOUTH: But there's [inaudible] here.

MS. HALE: No.

MR. JARRETT: Okay, I'm sorry, okay. 28-day extension to the 11/18 meeting, November 18 meeting.

MS. HALE: I'll second that.

MR. SCHERER: Motion, a second, any discussion? All those in favor say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: Opposed? Motion passes.

MR. WEYMOUTH: Good luck. Thank you.

MR. HARKINS: Thank you.

MR. SCHERER: Next case.

2.

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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: If you'll turn to page one, we're going to move on to New River Condos. I'll go ahead and read everything in as usual, unless you have something you'd like --

MR. SCHERER: Is this required, do we have to read everything in, Ginger?

MR. WEYMOUTH: No, it can wait.

MS. WALD: Ginger Wald -- sorry, I have a cold. Ginger Wald, Assistant City Attorney. It can be read in a variety of different ways. Yes, they have to be read in. The question is do you have to read every single item therein on the agenda.

The answer is no. So it could be stated just by the case numbers, and she could just read all the case numbers in and she can state as stated on your agenda pages one through, what have you.

MR. SCHERER: Okay.

MR. CROGNALE: Is there a possibility we could approve it by consent of those --

MS. WALD: It is a possibility that that could occur too but it at least has to start with reading in the case numbers, yes.

MR. SCHERER: You have to read them all in anyway, so.

MS. WALD: I would suggest reading all the case numbers in, then you do not have a question,

MR. SCHERER: Yes, okay.

MS. WALD: Yes, then you do not have the question as to whether a case was missed or not, in case this goes to another round in another place.

MR. SCHERER: Okay.

MS. WALD: Thank you.

MR. SCHERER: Dee, we tried.

MS. PARIS: I didn't want to bore you.

MR. SCHERER: You're getting good at this.

MS. PARIS: Okay, we'll start with page one, Case CE10021620; page two, CE10021621; page three, CE10021622; page four, CE10021624; page five, CE10021625; page six, CE10021626;

page seven, CE100216(2)7 [sic]; page eight, CE10021628; page nine, CE10021636; page 10, CE10021629; page 11, CE10021630; page 12, CE10021631; page 13, CE10021632; page 14, CE10021633; page 15, CE10021634; page 16; CE10021635; page 17, CE10021637; page 18, CE10021638; page 19, CE10021639; page 20, CE10021641; page 21, CE10021642; page 22, CE10021645; page 23, CE10021647; page 24, CE10021649; page 25, CE10021652; page 26, CE10021655; page 27, CE10021659; page 28, CE10021662; page 29; CE100(2)1664 [sic]; page 30, 10021666; page 31, CE10021667; page 32, CE10021668; page 33, CE10021669; page 34, CE10021672; page 35, CE10021674; page 36, CE10021677; page 37, CE10021678; page 38, CE10021680; page 39, CE10021683; page 40, CE10021685; page 41, CE10021687; page 42, CE10021692; page 43, CE10021696; page 44, CE10021699; page 48(45) [sic], CE10021702; page 46, CE10021707; page 47, CE10021711; page 48, CE10021714; page 49, CE10021718; page 50, CE10021721; page 51, CE10021725; page 52, Case CE10021729; page 53, CE10021734; page 54, CE10021737; page 55, CE10021741; page 56, CE10021744; page 57, CE10021747 and page 58, CE10021751.

[At 3:06 Mr. Barranco arrived]

MR. SCHERER: Wow.

MS. PARIS: And certified mail and violations as noted in the agenda.

MR. SCHERER: You're reading that as fast as we are turning the pages. Okay.

MS. PARIS: Oh, and the inspector is Burt Ford in case you

didn't know.

MR. SCHERER: Okay. Burt, is there any update for the Board before we get going here on the, I guess the status of the shutters or if they've been taken down. If they're being paid for, who's paying for them or, do you know any of that?

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale. Shutters remain, but again, they're not part of my case, but they are still there. Other than that, no changes whatsoever.

MR. SCHERER: Still remains secure or kind of?

INSPECTOR FORD: Still remains secure.

MR. SCHERER: Okay.

MR. WEYMOUTH: Is the contract for the shutters still in the City's name?

INSPECTOR FORD: To my knowledge, the contract is still in the City's name.

MR. SCHERER: Who would be able to answer the question?

UNKNOWN: Either of us.

MR. SCHERER: I'm looking for someone from the City actually to --

MS. HALE: Ginger?

MR. SCHERER: Who is paying for the shutters?

MR. MALONEY: Mike Maloney, Code Manager. Up until yesterday we heard that there's a contract to be signed. Either it was signed yesterday or today. I don't have in front of me,

but we have Christian here from VPS may be able to confirm that, whether there's an actual contract or not.

MR. WEYMOUTH: Contract between --

MR. SCHERER: To do what?

MR. MALONEY: To continue the boarding up of the structure. Take over the lease.

MR. WEYMOUTH: Between the City?

MR. MALONEY: No, the lease, it would discontinue the City paying for it and the lease would be taken over by I think, I believe, and I'll have to speak to Bank of America and I believe Mr. Drum.

MR. WEYMOUTH: Okay.

MR. MALONEY: Okay.

MR. WEYMOUTH: thank you.

MR. SCHERER: Is there somebody here that represents the shutter company?

MS. HALE: John? He needs to be sworn in; he came in late.

MR. SCHERER: Sir, were you sworn in before you, have you been sworn in?

MR. CABALIERO: Yes I was.

MR. SCHERER: Okay.

MR. CABALIERO: Yes I was.

MR. SCHERER: Okay, and who do you represent, and your name?

MR. CABALIERO: I work with VPS, Vacant Property Security,

we have the protective equipment.

MR. SCHERER: And your name, first?

MR. CABALIERO: Christian Cabaliero.

MR. SCHERER: Okay. And you represent the shutter company?

MR. CABALIERO: Yes.

MR. SCHERER: Okay. And why don't you give us an update -
[inaudible]

MR. CABALIERO: Well, we've had the, I guess, a contract in place with the City since March. We have the steel equipment protecting the properties, and as of now, the contract has been entirely with the City.

MR. SCHERER: Okay, and it's still with the City?

MR. CABALIERO: It's with the City. We have been in discussions with Ackerman Senterfitt, Attorneys at Law, that represent, I guess, the bank.

MR. SCHERER: But there's been no, you don't have, your contract is still with the City.

MR. CABALIERO: No, we do have a contract in place from them. We received a contract from them to transfer the entirety of the lease of the equipment from the City to them, and the gentleman Bruce Drum also. So what we have in place right now is a contract from both the attorneys that represent the banks and then the remaining units from Mr. Drum to take over the --

MR. SCHERER: Okay, sure.

MR. HOLLAND: Is that an executed contract or a draft?

MR. CABALIERO: Yes it is.

MR. HOLLAND: Okay, it's executed.

MR. CABALIERO: Yes, it is, it's an executed contract.

MR. SCHERER: And when was that done?

MR. CABALIERO: That was done recently, as of yesterday.

MR. WEYMOUTH: And the City's contract was current.

MR. CABALIERO: The City's contract is not current. I think it's, there's two months, because it's a rental contract there's two months that are still outstanding.

MR. WEYMOUTH: Do you have any deposits from the City? When the shutters were originally put up did you guys take deposits or was it just a monthly?

MR. CABALIERO: It was, the only deposit we took was for the original installation charge for the shutters. And then every month it's been just a monthly charge for the renting the shutters out.

MR. WEYMOUTH: Okay.

MR. SCHERER: Okay.

MR. CABALIERO: But the contract is in place from both parties.

MR. SCHERER: It is in place for everything so the City's not going to be incurring any more costs at all.

MR. CABALIERO: Correct.

MR. SCHERER: Including for taking the shutters down.

MR. CABALIERO: Including for taking the shutters down.

MR. SCHERER: Okay, thank you.

MR. CABALIERO: Thanks.

MR. SCHERER: Well, Board what's your pleasure, what do you, what --

MR. WEYMOUTH: Well, I think when we spoke last time we asked when they come back to have one person be the mouthpiece for the whole organization. I'm curious as to whether that happened.

MR. SCHERER: Why don't we hear from the respondents? That's, who's here to speak on, any respondents? Why don't you start calling them out, Dee. Why don't we just start calling them.

MS. PARIS: You want to call them?

MR. WEYMOUTH: Well, you've got two guys here.

MR. HOLLAND: You have the bank and Mr. Drum.

MS. PARIS: Do you want to call them? I know you have a representative of the bank, who was here last time who spoke for Bank of America.

MR. SCHERER: Sure. Come on up sir.

MR. HEKKANEN: Thank you sir. Justin Hekkanen here on behalf of Bank of America. Just want to update you what we've been doing over the past 35 days. Starting right after our last hearing we've been working with investors to get some sort of plan in place. We have at least one written offer with all material terms in place.

Bank America has considered that, they've taken it to their investors. Just to give you an idea, we have 38 of the, we hold interest in 38 of the 58 units. Among those 38 units we are dealing, Bank of America is dealing with 13 different investors. But we're negotiating with those investors to get that written plan approved with the investors.

Just to name you a few of the investors that Bank of America is dealing with: Freddie Mac, Fannie Mae, AmTrust, Aurora, Bank of New York. So we don't have approval to accept on behalf of all the investors that plan, but we are to that stage. The investors are here today to address exactly what their plan is as far as our negotiation between them. We have to maintain some confidentiality. But I've been authorized to divulge that much to you.

The investors have taken the lead and have partnered with Bank of America. They've taken the lead in investigating the units, bringing experts out, engineers to take a look at those units and my understanding is those investors are prepared to submit evidence and address those issues here today for you.

MR. SCHERER: Has Bank of America done any due diligence on the investors to make sure that they, I mean, is there money put up as the offer? Has there been a deposit put up with the offer?

MR. HEKKANEN: If -- I hesitate because I'm not authorized to divulge the terms of the offers. Since they haven't been

accepted. I don't want to breach any confidentiality.

MR. SCHERER: So it has not been accepted yet.

MR. HEKKANEN: Correct.

MR. SCHERER: Okay.

MR. HEKKANEN: The offer hasn't been accepted. Bank of America has looked at it itself and has taken it to its investors, its loan investors.

MR. SCHERER: So you can't even say whether a deposit's been issued with the offer.

MR. HEKKANEN: My understanding is that's confidential.

MR. WEYMOUTH: Are the investors operating as a group to buy out all of your interest or are they individually looking at individual units and you're going to do 13 different --

MR. HEKKANEN: Let me clarify, I wasn't clear. The investors that we're dealing with on our end, the 13, those are the loan investors. We're, Bank of America is looking to package that as all of our 38 units to move those to one investor that's looking to purchase.

MR. SCHERER: Is that investor here today?

MR. HEKKANEN: Yes.

MR. SCHERER: And who is it?

MR. HEKKANEN: Well, there's investors here today that are ready to speak to you, to those issues. I'd just be more comfortable --

MR. SCHERER: Sure, that's fine.

MR. HEKKANEN: -- giving that to the investors to discuss.

MR. SCHERER: Is this the, are these the investors that have made the offer to you, or you can't say that either?

MR. HEKKANEN: The investors that made offers to us are here today.

MR. SCHERER: Okay.

MR. WEYMOUTH: Are any of the offers for an entire building?

MR. SCHERER: Well, they're just for your units.

MR. HEKKANEN: For our 38 --

MR. WEYMOUTH: The units are going to be scattered throughout the whole complex.

MR. SCHERER: Yes, but they're, He can only sell what he has. You only own 38 of the 58 units.

MR. HEKKANEN: Correct. I can speak a little bit to that though. As far as there's five different buildings, for one of the buildings we hold interest in eight of the nine; in another we hold interest in six of the eight and then in the larger building we hold interest in 16 of the 26. So some of the buildings, especially 451, we hold eight of nine units, so almost the entire --

MR. WEYMOUTH: My recollection, Mr. Chair, was that the banks were going to try to get together and unify their position.

MR. SCHERER: Did that happen?

MR. WEYMOUTH: And then take it to an investor and salvage the whole project, not just Bank of America's position.

MR. HEKKANEN: I could address that.

MR. SCHERER: Sure.

MR. HEKKANEN: On Bank of America's behalf, we've tried to reach out to all the other foreclosure attorneys and other lenders. GMAC is partnering with us. We've tried as far as the other units. We haven't been able, we've certainly tried over the past 30 days repeatedly. We haven't been able to make contact. But I do believe that the investors that are here today have made contact and can address that as well.

[At 3:18 Mr. Phillips arrived]

MR. SCHERER: Okay.

MS. HALE: Sir? Do any of the 38 units that you own, do you have any of the mortgages on the four units that we were told that are being paid?

MR. HEKKANEN: My understanding is we do not.

MS. HALE: You do not.

MR. HEKKANEN: That all --

MS. HALE: And is there anybody else that's here that has an active mortgage, that's not in default?

MR. HEKKANEN: I cannot speak to that, I just know ours are all in default.

MS. HALE: You don't, you have all defaults, okay.

MR. SCHERER: Okay. Is there any other questions for Bank

of America? Is anybody here from G-M-A-C, GMAC?

MR. HEKKANEN: Thank you.

MR. WEYMOUTH: Thank you.

MR. SCHERER: It's not G-M-A-C, its GMAC.

MR. KOWALL: Good afternoon, my name is Brian Kowall with the law office of Marshall Watson. And there's only, well, we have two, two properties. Let's see, one is 510 Northwest 24th Avenue, number 48. Another is 451 Northwest 23rd Avenue, number 3, and, I'm sorry.

MR. SCHERER: And have you been contacted by investors or --

MR. KOWALL: Yes, we're actually on board with the Bank of America's plan. They had contacted us, reached out to us and we're on board with them, so.

MR. SCHERER: Okay. And both your units are in default?

MR. KOWALL: We have title to one of them, and one of them is in default yes. But yes, they both have been in default so.

MR. SCHERER: Okay, we're up to 40 units out of 58. Who else owns, who else, is there any other banks here that are representing some units with any other bank? Sure, come on up sir. State your name and who you represent.

MR. TAYLOR: Gregory Taylor, J.P. Morgan Chase. We have two units: number 10 and number 54.

MR. SCHERER: And are you working with Bank of America?

MR. TAYLOR: No, not currently.

MR. SCHERER: Have you been contacted by them?

MR. TAYLOR: No, they just apparently they said lost my information, but I'll give it back to him again. But we're obviously willing to work.

MR. SCHERER: And are your units in default?

MR. TAYLOR: No, we own both of them.

MR. SCHERER: You own both of them.

MR. TAYLOR: Uh hm [affirmative].

MS. HALE: Do you have any units that have a on-time payment? No.

MR. TAYLOR: No, not to my knowledge. To my knowledge these the only two that we have.

MS. HALE: Okay.

MR. SCHERER: Okay.

MR. TAYLOR: Okay.

MR. SCHERER: Anybody else, any other banks? Are you, do you represent a bank?

MS. NORRIS-WEEKS: No I don't, I just wanted to --

MR. SCHERER: Okay. Let me see if we can get some other banks here. Is anybody else representing any other banks or unit owners that wants to come up and speak? Mr. Drum, why don't you come up and --

MS. HALE: John, John.

MR. SCHERER: Yes, go ahead, speak into the mic.

MS. HALE: How many numbers do we have?

MR. SCHERER: We have 42 of 58 represented here today. How

you doing?

MR. DRUM: Pretty good. Bruce Drum, Drum Enterprises. We're actually owners now of one unit; transfer of title took place. It's been recorded, unit 25. We've got several other units we're just awaiting transfer on, 11 and I want to, hang on one second -- 52. We've got offers on several more we're waiting for resolution on. We actually have an offer on one of the units from G-M-A-C, that we were waiting on an answer. And we've reached out to some other folks. The problem is it's trying to hit a moving target because some of these titles are transferring as quick as we're getting to the owners.

What I wanted to do, we took the lead on this as far as this property is concerned. We've gone in, we had both an electrical engineer, structural engineer visit the property. We asked the Fire Marshall to go out and look at the property. I would like to address, I'm just going to take the violations as they exist on one unit because they're all the same, if I might. And I'd like to address those violations.

MR. SCHERER: On your units that you own, you're talking about?

MR. DRUM: They include our units, yes.

MR. SCHERER: Why don't we just talk about your units that you own now.

MR. DRUM: That's fine, because some of the areas are in common areas as well --

MR. SCHERER: I mean, they're all pretty the same

MR. DRUM: -- as well though, which we have a right to.
The electrical rooms, things like that.

MR. SCHERER: And I'm guessing that you've, you've provided the City with all the documentation that you own these two units already and that you've been properly noticed?

MR. DRUM: I have not because we haven't received the recorded information. We did receive certified letter, so there is a record of at least on unit 25.

MR. SCHERER: Okay, so you own unit 25.

MR. DRUM: Yes. That one's free and clear.

MR. SCHERER: So let's go to unit 25.

MS. HALE: Page 24.

MR. SCHERER: Okay, that's 480 Northwest 24th Ave., number 25 right?

MR. DRUM: Yes.

MR. SCHERER: It's on page 24.

MR. DRUM: Thank you.

MR. PHILLIPS: Did you buy it from Moneyline Mortgage?

MR. SCHERER: Is Burt -- excuse me -- hang on. Is Burt still here? I didn't, oh, Bert, maybe you can come up and, because I'm guessing you're going to go through these violations, and you agree with them or don't agree with them?

MR. DRUM: Correct, correct.

MR. SCHERER: Okay.

MR. DRUM: Concerning the first violation, I have a report from our structural engineer which I've tendered a copy to the clerk here. I can summarize it, I can read it, whatever the Board would like.

MR. SCHERER: Why don't we go each violation or is it, or is this encompass all of them?

MR. DRUM: Well, this is the only one he addresses, is the first violation, which is the structural. So however you want me to do it.

MR. SCHERER: While I'm reading the first violation and it's: substantially damaged by vandals and beginning to affect, be affected by the elements, the building is a fire and wind storm hazard, it is unsafe and a health hazard. So your electrical engineer?

MR. DRUM: Our structural engineer.

MR. SCHERER: Does not agree with that.

MR. DRUM: Does not agree with that.

MR. SCHERER: Does not agree with which part of it? That it's a hazard, a wind storm hazard, unsafe or a health hazard?

MR. DRUM: That it's unsafe or that it's a hazard currently.

MR. SCHERER: Okay, and what, does he respond to a health hazard?

MR. DRUM: He did not respond to the health hazard.

MR. SCHERER: Okay, so he doesn't think that it's a wind

storm hazard.

MR. DRUM: No, not at this time.

MR. SCHERER: Okay.

MR. DRUM: The issues that we looked at --

MR. SCHERER: Why not?

MR. DRUM: I wish he could be here to address this himself, his wife had emergency surgery yesterday so him coming today was problematic. His report pretty much stands on its own. He did look at the structure. It's a CBS construction, the roof trusses are in good shape. Does not appear to be affected by the elements when he did his inspection. He summarizes, in his report that currently it is bordered up and secure. There are no squatters living there and that under its current condition is not a structural hazard.

MR. SCHERER: Sure.

MR. HOLLAND: How about these temporary shutters by others? You're saying that they're suitable for Florida Building Code against hurricane?

MR. DRUM: That I cannot address myself.

MR. HOLLAND: Well, you should have, that's been on this testimony and minutes for many, many meetings and is a concern so I would hope that would have been addressed.

MR. DRUM: I can't, his report is here so.

MR. SCHERER: Can I ask the -- I want to ask the City question real quick, Burt?

MR. DRUM: Please.

MR. SCHERER: Do the shutters work for wind storm hazard?

INSPECTOR FORD: Absolutely not.

MR. SCHERER: Thank you.

INSPECTOR FORD: They do not secure the envelope of the building. It is subject to hurricane pressures and what not and it is a wind storm hazard as it sits now.

MR. SCHERER: Okay.

MR. CROGNALE: Mr. Chair?

MR. SCHERER: Yes.

MR. CROGNALE: Mr. Ford? You are taking exception to the structural engineer's interpretation of the shutters?

INSPECTOR FORD: I'm not going to dispute him; I'm going to give you what my opinion is. I'm not a structural engineer, I am a licensed general contractor, I'm a licensed building inspector and I know that if windows are not in the structure and doors are not in the structure, it's not a sealed building and it is subject to all of the pressures that are involved in hurricanes.

MR. CROGNALE: Thank you.

MR. HOLLAND: Yes, Joe, I'm taking exception to it if that helps.

MR. CROGNALE: Oh, well.

MR. BARRANCO: Absolutely.

MR. SCHERER: The structural engineer and the architect

take exception, okay.

MR. CROGNALE: I'm not the engineer.

MR. PHILLIPS: Mr. Chair?

MR. SCHERER: Yes, go ahead, Jack.

MR. PHILLIPS: Will the, Mr. Ford?

MR. SCHERER: Burt?

MR. PHILLIPS: Burt?

MS. HALE: Burt?

MR. PHILLIPS: Just to put this into perspective, the first charge, Florida Building Code 115.1.1, that was the original charge, what four, back in June I think, when it first came up. And wasn't the *gravamen* of that the fact that it was open, it was vandalized and they were about to take the shutters down, and we've had all these months of concern if they were going to stay up.

INSPECTOR FORD: Absolutely not.

MR. PHILLIPS: No?

INSPECTOR FORD: No.

MR. SCHERER: No.

INSPECTOR FORD: That's why --

MR. PHILLIPS: When was that one added then?

INSPECTOR FORD: It was not added.

MS. HALE: No.

INSPECTOR FORD: Every one on here is --

MR. PHILLIPS: [inaudible] original ones.

INSPECTOR FORD: -- every one on here is an original.

MR. PHILLIPS: Okay.

INSPECTOR FORD: And because the shutters were put on, FBC 115.2.1.1.1 was withdrawn at the original hearing, as was 115.2.1.2.6.

MR. PHILLIPS: Okay.

INSPECTOR FORD: And those were the ones that were withdrawn because it is secure.

MR. PHILLIPS: Okay.

MR. SCHERER: Okay.

MR. PHILLIPS: Is the, I mean, it's almost November now. Do you feel that the risk of the hurricane season is diminishing over the next month that if, if the other issues should be addressed that this wouldn't necessarily be a life safety in the next month or, after the next month or so?

MR. HOLLAND: Are we leading the witness here or what?

MR. CROGNALE: Yes, we leading?

MR. HOLLAND: Come on, you know.

INSPECTOR FORD: Not only that, is, I'm not going to attest to any of that because as it sits, it's in violation of the Florida Building Code. That's what I'm here to attest to, and that's it.

MR. SCHERER: Okay.

INSPECTOR FORD: And I believe that the Board has found for that and we've indulged --

MR. SCHERER: Okay.

INSPECTOR FORD: -- trying to get something done, and in my opinion in the City's opinion --

MR. SCHERER: Okay.

INSPECTOR FORD: -- it isn't happening, and the City's position hasn't changed that we believe this is an unsafe structure and we need to go from there.

MR. SCHERER: Okay. So, your, you own one unit and your structural engineer says it's safe and the City does not agree.

MR DRUM: He did inspect all five buildings, because we did have access to the common areas.

MR. SCHERER: I understand. We're talking about your one unit though.

MR DRUM: That's fine.

MR. SCHERER: That's all we are talking about is your one unit. Your one unit, your structural engineer went in and said it's safe.

MR DRUM: Yes, but --

MR. SCHERER: City, architect, structural engineer on the Board says it's not.

MR DRUM: Have they, my only response is, have they visited the site and done an inspection? You know, I'm addressing both the common areas and our unit, and I want to be clear because the common areas are a part of this. This violation that exists here -- give me one second please -- our structural engineer

does not believe that this rises to the level of an unsafe structure currently.

MR. SCHERER: I understand, we've already gone through that.

MR DRUM: Okay. The, I'd like to, if I can, go on to some of the other violations.

MR. SCHERER: Okay.

MR. BARRANCO: We're all, Mr. Chair?

MR. SCHERER: Yes, go ahead.

MR. BARRANCO: You think we could get a copy of that report for us to see?

MR. SCHERER: Sure.

MR DRUM: I submitted a copy.

MR. BARRANCO: You think we could have --

MR. DRUM: I didn't know. I tried to call ahead of time to see what procedures, and I really couldn't get an answer what to do here.

MR. SCHERER: We can just --

MR. WEYMOUTH: Put it on the overhead.

MR. BARRANCO: How many copies do you have there?

MR DRUM: I just brought that one. I have one I could give you but to look around if I can get it back when we're done.

MR. CROGNALE: On our Board, we have licensed architects and engineers and they'd probably be able to elaborate on it once they saw the report.

MR DRUM: This would be the structural; the other one's the electrical.

MR. SCHERER: Hang on, Burt?

MR. BARRANCO: And electrical?

INSPECTOR FORD: I went ahead and made copies as well of the sections that are in this case, and I'd like to give each of you a copy, and I did make some extra copies if somebody else wants some. And that way when you're looking at them, you can see what the Florida Building Code states. And, because what my descriptions are, just are microcosm of what's there and you can see what the Florida Building Code does say.

MR. SCHERER: Okay. Thank you.

MR DRUM: Mr. Ford?

MR. SCHERER: Mr. Drum, so, what other violations do you want to look at on your one unit, on unit number 25? I mean, I'll go through the next one. The building has been vandalized. Has it been vandalized?

MR DRUM: Well, I have a -- yes, they have been vandalized, we don't dispute that.

MR. SCHERER: Okay. The walls have been stripped of access of copper electrical wire and copper plumbing and air conditioning piping. Is that still the case for number 25?

MR DRUM: Yes.

MR. SCHERER: The property is being inhabited by squatters, I guess it's safe now, right?

MR DRUM: That is not the case anymore.

MR. SCHERER: Okay.

MS. HALE: Yes.

MR. SCHERER: And is there debris located around the complex or in your unit?

MR DRUM: No, that has been cleaned up.

MR. SCHERER: Okay. So --

MR DRUM: We were out there Friday. There's some brush debris, but there was some other debris that people had dumped. That is clean.

MR. SCHERER: Okay, so, most of that one is corrected. The next one is: Damage created by vandalism, squatters. The excess debris has created an egress, ingress for the Fire Department and Emergency Services in case of fire or injury. We hold last month, that it was, that was the case.

MR DRUM: I'll let the Fire Department, we submitted a letter from the Fire Department, from the Fire Marshall.

MR. SCHERER: Um hm. [affirmative]

[Mr. Drum read from the Fire Marshall's letter]

MR. DRUM: I have evaluated the site regarding the five buildings that comprise New River Condominium Associations, incorporated in the City of Fort Lauderdale. The addresses for the buildings are as follows, and it lists the five addresses.

I have determined that the Fort Lauderdale Fire Department has adequate emergency vehicle access to the site. In addition,

the security shutters currently in place have substantially minimized the opportunities for unauthorized access inside the building units. As a result, any potential for life safety hazard on this site has been significantly reduced.

Moreover, Fire Department personnel are familiar with the security shutters and have been trained to make swift, forcible entry access through them if an emergency requires them to do so. If I can be of further assistance call my office, and it's signed David Rains, Fire Marshall.

MR. SCHERER: Okay.

MR. DRUM: That letter has been submitted to the Board.

MR. PHILLIPS: Any copies --

MR. SCHERER: Okay. So that takes care of the 115.2.1.1.3. Now let's go to the next one: The building has been partially destroyed by vandalism and destroying walls, windows, doors, plumbing fixtures, piping, HVAC and electrical plumbing. This probably has to do with the Minimum Housing Code.

MR. DRUM: Three, four and five are all electrical related and I do have my electrical engineer here, so I, if I could, I'd let him address any specific questions that you have.

MR. SCHERER: Sure. That's fine.

MR. DRUM: It would be easier, because that way he can speak to it.

MR. GARAYCOCHEA: Good afternoon, my name is Victor Garaycochea.

MR. SCHERER: I'm sorry?

MR. GARAYCOCHEA: My name is Victor Garaycochea.

MR. SCHERER: Okay.

MR. GARAYCOCHEA: I'm here to just help out Bruce with this situation here.

MR. SCHERER: Okay.

MR. GARAYCOCHEA: Electrical-wise, I don't know if you, here's a copy of the report, I don't know who's holding onto it right now. Basically, all the wires have been cut to all the buildings. There is one building, 510, that's still up, I believe, yes, 510 on 24th Ave. The power coming off the pole is still hot to the transformer, from the transformer to the buildings is de-energized. So there's no power going to any of these buildings presently. I have pictures in my report, if you'd look at them, all the weather heads have been cut, the wires and --

MR. SCHERER: And the copper's been stripped out of all of the units?

MR. GARAYCOCHEA: Oh, everything inside the buildings in the meter rooms basically has been butchered. I mean, there is some wiring leftover --

MR. SCHERER: That's the actual violation that we're talking about here. That's, that was the violation, not whether or not --

MR. GARAYCOCHEA: I thought it was more towards if the

buildings were energized.

MR. SCHERER: No.

MS. HALE: No.

MR. GARAYCOCHEA: Okay.

MR. SCHERER: I mean, that's part of the problem, but --

MR. GARAYCOCHEA: Sure, but --

MR. DRUM: Well, can I --

MR. SCHERER: But, what has been cited is that it doesn't meet the Minimum Housing Code.

MR. GARAYCOCHEA: Yes, I think, oh, I'm sorry, go ahead Bruce.

MR. DRUM: Let me address this, because in several cases, it states the violation --

MR. LARSON: Mr. Chairman, can you have him speak into the mic?

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

MR. DRUM: I'm sorry. On several of the violations it states it would be a hazard if the systems were energized. And we're dealing with that directly. In order for these systems to be energized, FPL would have to go out there, run new service and reconnect these meter rooms, and they'd have to do it without a permit and without permission, and I'm sorry but I don't see FPL doing that.

So the ability for these systems to be reenergized is basically nil at this point.

MR. SCHERER: And, you're talking about just the electrical I guess.

MR. DRUM: I'm talking, addressing those three issues where it's an electrical issue, yes.

MR. SCHERER: And the plumbing, pipes and all that stuff's been taken out of the walls. What happens if someone turns the water on?

MR. DRUM: Again, that would, we did not address the plumbing side of it; we couldn't get a plumbing engineer out there at the time.

MR. SCHERER: I mean that's, kind of goes to the same issue is that if these systems, that's one of the systems is the plumbing system.

MR. DRUM: Well, we would end up having water flowing if, but if I'm pretty sure the meter's been removed, but I can't say that to a fact. We're trying to deal with the issues in the short amount of time that the Board gave us and we weren't always able to coordinate and get all of our engineers out there in that short amount of time. That's part of the problem.

But to the extent that electrical hazards exist, they only exist if these things are reenergized, that's our position. I don't deny that some of these, it's been vandalized, that the copper's been stripped. My position is that as it is right now boarded up, that it doesn't rise to the level of an unsafe structure. And that's, right now. And we intend to keep this

boarded up.

MR. SCHERER: And you're basing that opinion off of your structural engineer and the electrical engineer.

MR. DRUM: Yes.

MR. SCHERER: Okay.

MR. DRUM: And the City Fire Department, the letter from the Fire Marshall. I mean, we're not trying to come in here and say this thing has been fixed, it hasn't. We have to --

MR. SCHERER: Let me ask you a question, what are you going to do? You own one unit.

MR. DRUM: We've got more coming and we have a proposal with --

MR. SCHERER: You have two more that you've made offers on, right?

MR. DRUM: We have two more that are coming.

MR. SCHERER: There's 58 units.

MR. DRUM: Yes. We have two more that are coming, we have three that we're waiting on answers for, we have a proposal to Bank of America for their units. We did not have time to contact a lot of other unit owners because we had 35 days to do all of this. We're going to make an active attempt to take all of these units. There's going to be some people at the end of the day that we're going to have to work with and negotiate with but bottom line is we want to try to get this thing back as a usable property.

MR. SCHERER: So can we ask you questions about the offer that you made to Bank of America?

MR. DRUM: I cannot give you specific details. Not in a public forum.

MR. SCHERER: So the answer is no.

MR. DRUM: No sir.

MR. DRUM: Okay, it's got to be a public forum.

MR. DRUM: I understand that and I'm not prepared to do that right now because I don't know. Honestly I don't know who else is out there. So, for me to say this is our offer and somebody says, oh great, now we know.

MR. CROGNALE: Mr. Chair?

MR. SCHERER: Yes.

MR. CROGNALE: Sir, it seems to me like we're going to need a little bit more information of what you guys are giving us right now because it seems like you own one unit, and it's the tail wagging the dog rather than vice versa. There's all the Bank of America's units out there, which is the majority and yet nobody's at liberty to give us something to sink our teeth in how this has gone about. We're going in a circle again.

MR. DRUM: I understand. But you have to understand, because I don't have control here. You're asking me to say publicly, this is the offer that's on the table. That is not realistic because then I tell anybody out there what they have to do to --

MR. SCHERER: When did you submit the offer?

MR. DRUM: It's been about two weeks now when we sent in the initial draft, that much I can say.

MR. SCHERER: And did you put a deposit down as you would on any other type of real estate contract?

MR. DRUM: Again, those are details I can't [inaudible]

MR. SCHERER: Yes, but that's, I'm not, we're not asking how much. We don't care how much. If it was \$100 or \$100,000.

MR. DRUM: At this time there is no deposit down, okay?

MR. SCHERER: Okay.

MR. CROGNALE: Okay.

MR. SCHERER: I mean, that's, says a lot.

MR. DRUM: We, we do have, like I say, an offer on the table. We have talked to several other banks. Part of my problem is this that we're duplicating efforts. I talked to GMAC, one of the representatives for one unit, only to find out that he no longer handles that and he forwarded it to an attorney, who's here today. So we keep having to go back on some of these things.

We're making an honest effort to do this, this is not a single complex, where there's one owner, it's a real simple solution. We have contacted FPL about getting the power on for the lighting on the polls. There's several big spotlights. We're going to reopen those accounts to illuminate the area. We are taking steps that we can, as we can legally.

Now that we're a unit owner there's things that we can do because we also have access to common areas. So we're going to try to light the area up. We're going to try to keep it clean. One of the things, we just need a reasonable amount of time to try to finalize the majority of these deals. We're not going to come in here and have all 58 the next time we come in, it's not possible. There's going to be some issues. Mr. Reed is an example. I have spoken, I don't know if you recall, he was the gentleman that has been paying his mortgage right along.

MR. SCHERER: I think he's here.

MS. HALE: Um hm. [affirmative]

MR. DRUM: Okay, we spoke with him last time, we got an indication from him what he's looking for. We have not had a chance to talk to his bank at this point, Bank Atlantic I believe. It just, we need a little time. This is too complicated, but we're willing to do what we can. We've taken the financial responsibility off of the City, we're going to take it going forward.

MR. SCHERER: So, you guys are agreeing to pay for how many of the units?

MR. DRUM: We're paying for everything Bank of America's not paying for.

MR. SCHERER: All right, so, 20 or so.

MR. DRUM: So, that's the remaining units. You know, it's in the City's best interest for us to have some time to try to

put this thing together and put it back on the tax rolls. If you vote to demo this property, it's additional money the City's going to have to spend that may or may not be recovered. It just does nothing to help the City's finances. It doesn't get this property back on the tax roll. It doesn't get this property cleaned up. That's what we're trying to do.

Now, I've been in front of this Board several times and I, first time I talked to you I'm sure you didn't take me seriously because I really couldn't offer anything. I understand that. Last time I spoke, again, the emphasis was on the banks to take the lead.

We went ahead and we've taken the lead. We've gotten the engineers out there, we're looking at what we have to do. I went over to City records. I pulled copies of some of the original plans, plumbing risers, electrical risers, I'm trying to look at the buildings themselves so we have some idea going forward, what we can do with the property. I mean, were actively working --

MR. SCHERER: I understand where you're going, and I, you know, you do look like you've made some progress from the last month in 30 days, which is a short timeframe. You know, my only question it goes back to, you know, we talked originally about a letter of intent or something, and obviously the something is going on between you and Bank of America.

But we also talked about having some type of master plan or

some type of architect, some type of plan to say, this is what we want to do with this place. Here's a picture of it, here's a rendering, here's something that we can look at to say this is what we want to do.

MR. DRUM: I understand, but you --

MR. SCHERER: And that would --

MR. DRUM: -- gave me 35 days.

MR. SCHERER: -- be the first thing that a developer would do --

MR. DRUM: I know.

MR. SCHERER: -- before they would come to it board like this and --

MR. DRUM: You've given me 35 days.

MR. SCHERER: Well, no, we've given --

MR. DRUM: And that's --

MR. SCHERER: -- we've been this has been in front of us --

MR. DRUM: -- we've also had to address these violations.

MR. SCHERER: -- hang on, this has been in front of us since June.

MR. DRUM: I came up last time, I asked for 90 days, which fell during Christmas, I guess, so there's --

MR. SCHERER: Well, you were here in July and we gave you 63 days.

MR. DRUM: Yes, at that point in time, I wasn't --

MR. SCHERER: And then we, you were here in September and

we gave you another 35.

MR. DRUM: Okay, when I was here in July, I wasn't in a position to step up and move forward with it. Okay? When I stepped up here last time, I was in that position. I was able to come forward and make some commitments as far as moving forward. That's what we're doing now.

I can tell you that we're going to continue, we're going to pursue these other buildings, other units, we're going to try to get control of the units so that we can move forward. We have a proposal at Bank of America. We are looking at --

MR. SCHERER: You have a proposal without a deposit with Bank of America.

MR. DRUM: We have a proposal with Bank of America though, regardless.

MR. SCHERER: It's very important that you, that the Board understands, because it's, that's a very, it says a lot about what's going on.

MR. DRUM: Okay, again, but we do have a proposal.

MR. SCHERER: Okay.

MR. DRUM: We are moving forward, we have taken the lead. We've taken, gotten the engineers out there, we're looking at the property, we're trying to build some kind of a base to make a decision for future plan.

MR. SCHERER: Okay. Thank you very much. Is there anybody else that would like to come up and speak?

MR. DRUM: All right, one last thing. You know, we would like to ask for a reasonable amount of time to complete this.

MR. SCHERER: Okay, thank you.

MR. DRUM: All right.

MS. NORRIS-WEEKS: Good evening, I'm Bernadette Norris-Weeks, I'm one of the property owners adjacent to the New River Condos site. I've spoken with Bank of America. I've been in touch with their attorney. There's a female attorney who was here the last time, I don't know if she's here today, but she's working hand-in-hand out of the West Palm Beach office. The other gentleman who was here, he's out of the Jacksonville office.

So she's their local counsel, so to speak. What she's told me is that they've basically gotten nowhere. Nothing has happened. She was calling me to find out on my end, what my conversations have been with Commissioner DuBose, DuBoise, DuBose. So not a lot has happened, and this has been within the last several days.

You, the last time that you all were here, you'll recall that you basically said this was the last straw. Actually, the time before that, you said that would be the last meeting and then they had 30 days or 35 days, whatever it was, and they were supposed to come back with a definitive solution in terms of how to resolve this issue and how to abate the nuisance.

It's still a problem. It's an unsafe structure, it's in

violation of the Building Code, there's no question about that. You have concrete testimony and evidence from your building code, primary official who deals with this issue.

We are basically in a position where I think one of the commissioners, one of you mentioned it's the tail wagging the dog and that's exactly what's happening here. You'll be going around in circles. If you extend this, you'll be extending it and then extending it and extending it again. There won't be any resolution.

I can tell you that in the last couple of days what's happened, someone has been out there and they tried to put, pick up some debris that was in the parking lot. That's about all the activity that we've seen. We watch this regularly, we e-mail each other about it. We're familiar with who goes in there and who's walking around because of our own safety issues, so we basically know what's happening.

Well the debris, some of the debris that they've picked up because it was a bulk trash day after that has been put back down. There are weeds all over it, there's trash all over it, there's trash in the swale area that we've reported a thousand times to Code Enforcement.

There is, there are very ingenious people who live in my neighborhood. There was one apartment complex, not long ago, not far from there, that was just, the Police were just in not long ago because they had stolen FPL electricity.

So while there may or may not be electricity in this building, structure, I can tell you that people are sleeping on the sidewalks, I walk by there every day. Folks go in it, in and out, they push the fence over, open, sometime the chain is broken, sometime it's not. So it's really a lot still going on there.

Now, the issue, again, is, you know, what does the law say. And I think if you all would please concentrate on your goal and your mission in terms of your service as commissioners on this Board you would find that this is still an unsafe structure, nothing has really changed. And even if you accept everything that the gentleman here said just a little while ago when he came before you and he talked about some things that may have been abated in his opinion, if you accepted everything as true it's still an unsafe structure, you're still left in the same position.

If this is the same gentleman who spoke at the last meeting and he said his goal was to try to rehab these places for \$25,000 per unit. I've since spoken with your City staff and they said, you know, they believe basically that is impossible to do. If you look at these units, anybody who drives by, goes by there, you can see the roof peeling off, it is a mess. Thank goodness we haven't had any issues with hurricanes yet this season and it hasn't been a very active season, but it is a mess.

So if you haven't gone there, I'd invite you to do it, but after you please, our plea is that after you make a order, have an order of demolition for this site, because that's really what needs to happen.

One final thing, I've spoken with the City Manager, the Assistant City Manager, Allison Love, and we've confirmed that the City of Fort Lauderdale has indeed received hundreds of thousands of dollars for in for funds, neighborhood stabilization funds. She said they have received it. It can be, we've confirmed that it can be used for this purpose, that is what it's for. It deals with foreclosure, foreclosure. And I just remind you of one of the things that we said, and we tried to relay to you the last time when other residents of my neighborhood were here.

Unfortunately, we couldn't get a lot of people here today, but I will tell you the City of Fort Lauderdale CRA has put a lot of money in this area to try to turn it around. There are a lot of people who moved into the area to try to make a difference and have it be something better than it is right now. We can't do that if we just keep putting these low income, low, you know, project-type of developments in the same neighborhoods all the time. You simply can't get anywhere if we keep doing the same thing we've always done.

And just like it was here before you, you know, before, it will be here again and again and again. It's a mess, it needs

to be demolished. We need to be able to take advantage of the river. We need to have something new, something different and something that will be beneficial to this neighborhood. Thank you very much.

MR. SCHERER: Thank you. Hey.

MS. SCIMONE: My name is Nicole Scimone, I work with Justin at Ackerman Senterfitt. I have not been sworn in, so --

MS. WALD: Ma'am are you talking as an attorney only?

MS. SCIMONE: As an attorney.

MR. SCHERER: That's fine.

MS. SCIMONE: I just want to correct the record on the nature of my telephone conversation with Ms. Norris-Weeks. I have the record of my notes from our conversation from October 8th. Ms. Norris-Weeks called me directly, she left me a voice message, I returned her call that same day. She told me that she has a friend who works for an organization called the NCIP, that organization works to demolish buildings. I said we were still considering all offers, send us a written proposal. I then asked her if she had spoken to Commissioner DuBose about the demolition of the property. I have not heard from her since that date. That was the extent of our communication.

MR. SCHERER: And you are the attorney of Miami?

MS. SCIMONE: Out of West Palm Beach.

MR. SCHERER: Oh, Palm Brach, okay.

MS. NORRIS-WEEKS: And I'd also like to add, she's left

messages on my voicemail --

MR. SCHERER: Okay. Thank you, thanks.

MS. NORRIS-WEEKS: -- since that time asking me what Commissioner DuBoise has said.

MS. SCIMONE: I think she must be mistaken, unless there is an imposter who's pretending to be me, I have made no communication with Ms. Norris-Weeks.

MR. SCHERER: That's okay. Thank you,

MR. PHILLIPS: Mr. Chairman?

MS. SCIMONE: Thank you.

MR. SCHERER: Thank you.

MR. PHILLIPS: Ms. Simminenni, could I Simmononi?

MS. SCIMONE: Scimone.

MR. SCHERER: Scimone.

MR. PHILLIPS: What was the thing about the NCIP?

MS. SCIMONE: She said she has a friend who works for the NCIP, they receive funds, federal funds to demolish buildings. She asked if we would be interested in receiving, in that opportunity. I said send me a written proposal, and I never received anything.

MR. PHILLIPS: The written proposal --

MS. SCIMONE: Of the plan to use the federal funds to demolish the building.

MR. PHILLIPS: Did, did she suggest she had a client that wanted to demolish it?

MR. SCHERER: Hang on -- Why don't we ask her about it if we need to talk to her about it. So let's --

MR. PHILLIPS: well, I know I'm this is an independent source [inaudible]

MS. NORRIS-WEEKS: Thank you. I, I think, I, I thank you. I, oh. I can tell you exactly what the nature is. She may have misunderstood --

MR. PHILLIPS: No.

MS. NORRIS-WEEKS: -- because I was talk, what I was talking about, since I'm here, was there are funds that can demolish, that can serve to demolish the building. And what I told her was that we have somebody who is in our neighborhood association who deals with these issues. She's very knowledgeable. And actually she's here, and she knows a lot about it. We can tell you what the funds are for and what can be done.

So it wasn't, I have a friend with NCIP, it was, I have a friend who knows about the program, and I can tell you that if you didn't leave a message on my voicemail since then asking me if I heard about it, I don't know who did. But I'm an officer of the court. I'm not here, you know, and I'm not here and I'm not a liar. And that's what happened and it just happened last week.

MR. SCHERER: Okay. Thank you. That's okay. Thank you. Okay, so --

MS. WALD: We've got more respondents.

MR. SCHERER: -- more respondents, anybody else would like to, sure.

MS. HARTY: Hi, I'm going to speak up because neighborhood stabilization funds --

MR. SCHERER: Could you pull the mic down a little and state your name?

MS. HARTY: My name is Lucy Harty, I live in the neighborhood right next to New River condos. I'm also vice president, Bernadette Norris-Weeks is the president of our homeowners association.

I told Bernadette that since I work with housing, with Broward County Housing Finance and Community Development, we're aware of the neighborhood stabilization funds that have been awarded both to the County and to the City. The City got about, I can't recall exactly, I didn't bring that with me, but it's either 2.4 or 2.1 million dollars, and it's to be used to stabilize neighborhoods, who have been affected by the foreclosure situation.

So demolition of these condos is an eligible activity, in fact exactly what it's designed for. So Bernadette simply said that there are funds available. Not that there was a proposal because at this point, the City has to accept, formally accept the money, you know, it has to go through a process. It's not, you know, like you just have a plan immediately.

MR. SCHERER: Okay.

MS. HARTY: The allocation was just simply announced.

MR. SCHERER: Okay.

MS. HARTY: But anyway, I live in the neighborhood and I moved into this neighborhood because of, because of the river. But I always looked at these [inaudible], these buildings that were so hideous and low, low rent, they were low rent, and it was always a problem. There was always stuff going on, Police were always being called.

And then one day turned into foreclosures, we all had hope that they were going to be improved, but nothing really happened because most of the people who bought did not live there. So it pretty much stayed the same. We've had this problem, now it's even worse because we have an abandoned property and all kinds of stuff going on.

The truth is that Mr. Drum is taking, trying to take advantage of a situation where these units are now appraised at like 5,000, I think that's what I understood from last meeting here, they're appraised at like \$5,000 each so he's probably trying to grab some units, and then get government financing.

I'm speculating, I don't know his motives. I haven't spoken to him. But it seems to me that somebody who buys one unit and then goes just, I think it was last week to clean up all this debris, you know, I don't know, I was like, okay, I was just -- I'm, you know, I'm --

MS. HALE: Ooh, don't go there, don't go there.

MR. SCHERER: I have a question, did you, so did you see them, who was cleaning up?

MS. HARTY: I actually did see them. I was walking my dog and saw, I think it was just last week, was it last week Bernadette?

MR. SCHERER: So, they were actually trying to clean up the --

MS. HARTY: Yes, I saw a bunch of guys just picking up stuff. And you know, I was just wondering, I was wondering if it was the banks that had, you know, had done that.

MR. SCHERER: Okay.

MS. HARTY: But I guess it was this gentleman. We can take a problem, this is a problem, but we can transform it into an opportunity to really transform and revitalize an entire community. We have to start with demolition, demolishing a property that has been declared unsafe and it's been up in front of you guys, month after month after month.

I mean, how much time are you going to give the banks? The banks obviously don't have a whole lot of interest, they just want to get out of it with as little liability as possible. They want, they don't want a bill from the City, they don't want to be responsible any liability for crime that happens there. Mr. Drum has taken advantage of that and he's trying to just, you know, he's now an owner and so he, you know, he's coming

from a different place. I'm sorry, I don't buy it, but thank you.

MR. SCHERER: Okay, thank you.

MR. CROGNALE: Mr. Chair?

MR. SCHERER: Yes.

MR. CROGNALE: It's been my understanding with neighborhood stabilization funds that the primary use, correct me if I'm wrong, but the primary use of neighborhood stabilization funds is to buy a foreclosed homes, single-family homes, rehabilitate them and move --

MS. HARTY: That is the primary purpose, yes.

MR. CROGNALE: -- and move a family in need in with minimum exposure, minimum out-of-pocket to revitalize the neighborhood.

MS. HARTY: That is a primary, but that is only one of the, one of the purposes of it. Anther purpose is to demolish a building that has become blighted due to the fact, due to the foreclosure. So there are various eligible activities. The primary focus is to buy, acquire properties that have been foreclosed upon, rehabilitate them and resell them. However, demolition is also an activity.

MR. SCHERER: Okay. Yes sir.

MR. LEHMAN: My name is Richard Lehman, I'm here today because of an interest as a and as an investment advisor for this property to do a conversion and a renovation of this project. And therefore I'd like to address this Board from the

point of view of how do you get this property into a usable format.

First of all, you have the immediate problem of if the property is unsafe, and nothing is being done, it needs to be torn down. I think we've established from this engineering reports here that there is no immediate need to tear down this property.

I can understand your frustration that it's been months and months and nothing has been done, but part of that is because of the foreclosure process. And because of delay in getting the titles to these properties into the hands of somebody who can then negotiate a deal to do something. And therefore for you to ask, for example, to ask Mr. Drum for what's your plan for this property is premature, because until we get the hazard of a demolition out of the way we have some concerns that, you know, you're not going to interest any investors to do this.

So from your point of view, there's a couple sides to weigh on this thing in making a decision. One, if you demolish it, you have a cost which you're going to try to recover from people who are going to give you some problems on that. You have back taxes on these properties that are going to have to be written off; they're not going to be collectible. You have, you've had the cost of the shutters on the building, that has now been taken off your books so it's no longer a reason to demolish the building.

And the hazard question, I think is being used as a, as an excuse here. I understand that the people in the neighborhood think that this property is an eyesore, and it's a mess, and they're saying, let's, you know, let's destroy somebody else's property, because it's an eyesore to me. That really raises the question if it was going to be sitting there and nobody's going to do anything with it, that's one thing, but if you remove the obstacles to interesting investors into a renovation of this project then we can move ahead.

Now the delay, as I say, is because, because of the foreclosure mess and getting the documentation and b) putting the properties in the, in condition where they can be sold to one party, who can then do something. And the administrative obstacles have been as much of a problem as the mortgage issues here.

So, you know, I think that if you give us 90 days or 120 days to work out the mortgage issues, get the documentation, get the ownership issues settled, we can get to a point where we can come forward with a plan. But to demolish this building now, because, because there's nobody stepping forward to do anything is premature.

MR. SCHERER: Thank you. You said something that I want to ask you a question about. And you're part of Mr. Drum's development team? Or are you another separate investor that is looking to do something.

MR. LEHMAN: I'm looking at this as an investor.

MS. HALE: Another investor sir?

MR. LEHMAN: Another investor?

MS. HALE: A different investor than Mr. Drum?

MR. LEHMAN: No.

MS. HALE: So you are, when you referred to us, you referred to Mr. Drum and yourself.

MR. LEHMAN: That's right.

MS. HALE: Okay.

MR. SCHERER: Okay, thank you.

MR. PHILLIPS: Tell us a little about your background.

MR. LEHMAN: Yes, I'm in, I, I'm in, I live in Miami Lakes. I've been down here 27 years. I'm an investment advisor. I write three investment newsletters, which I distribute marketing through Forbes magazine. I also write a financial column for Forbes magazine, and basically, that, you know, I represent investors, you know, who make these kind of situations. So there is a possibility here to do something but not with --

MR. SCHERER: Would you propose this project to one of your investors without any type of rendering or a floor plan or budget or anything?

MR. LEHMAN: No. That's just it.

MR. SCHERER: That's what we're being asked to do.

MR. LEHMAN: But you don't but you don't get, no you're not being asked to --

MR. SCHERER: Wait, we're being well --

MR. LEHMAN: -- you're being asked not to destroy somebody else's property while they work out a plan. But, you know, to work out --

MR. SCHERER: We're being asked to take somebody's word for it, which we've been taken for the past six months saying that we're going to get a plan, were going to get a plan, we're going to get a plan, we're going to get a plan. We've yet to see anything --

MR. LEHMAN: But if a --

MR. SCHERER: -- except for today, which is a report from a structural engineer which our Board completely disagrees with and as well as the City.

MR. LEHMAN: Well, I --

MR. SCHERER: And we're yet again and we have an offer that was being, that has been submitted to Bank of America that nobody has seen and nobody can talk about, and there's been no deposit made.

MR. LEHMAN: Well, I think, I think your decision really comes around the question of demolition of this building and, and that is a question of is it a hazard so bad that this building has to be, has to be demolished immediately and foreclose a whole other options, and I think that that's premature. Despite the fact that nobody has stepped forward, up 'til now, but again --

MR. SCHERER: Right.

MR. LEHMAN: -- that was partly to do with the fact that the mortgage paperwork has left it impossible to put an investor group together.

MR. SCHERER: I mean, I think you said it, got my answer because you said you wouldn't propose this to your investors, I mean, that's my answer, that's what I was looking for.

MR. LEHMAN: Not where we are right now.

MR. SCHERER: I agree. Thank you.

MR. WEYMOUTH: Mr. Lehman?

MR. LEHMAN: Yes.

MR. WEYMOUTH: Your investment strategy on this would it be to, if you were successful and were able to acquire the property would you convert it back to the rentals that it was at one time or would you try to put these out as condos?

MR. LEHMAN: That would be based on the economics, which is part of a plan that you would put together and you'd say, which, which plan represents the better alternative for you. But in any case, I think from the point of view of the neighborhood, it's going to be a lot quicker to renovate this entire project than to rip it down and then leave it up to who knows what. And meanwhile the City collects no taxes on the value.

MR. WEYMOUTH: Would your, would your investors need to finance this project? If you were to put together an investment would you need to finance the project?

MR. LEHMAN: That's, yes. That's, it's financing either with lending or with capital or a combination of both.

MR. CROGNALE: Here's the dilemma that I'm having right now. It's October 21st 4:05 PM, and we still have an unsafe structure continuing. The dilemma the Board has is how long do we want to leave this go?

MR. LEHMAN: Well, the structure's unsafe if somebody tries to live in it. If it's standing there, boarded up it's not unsafe to anybody.

MR. CROGNALE: It's acknowledged as --

MR. SCHERER: What if a hurricane comes tomorrow?

MR. CROGNALE: -- it's acknowledged as an existing unsafe structure.

MR. LEHMAN: Well, hurricane season's pretty much over so we got six months again.

MR. SCHERER: What if that hurricane that's sitting over Jamaica comes straight north for us?

MS. HALE: Yes, and it's supposed to.

MR. SCHERER: If hurricane season is over.

MR. LEHMAN: It doesn't matter what this Board does today, that is not going to remedy that problem, we know that.

MR. SCHERER: I understand.

MR. BARRANCO: Might I say a couple things?

MR. SCHERER: Sure.

MR. BARRANCO: You know, everybody keeps theorizing on

whether it's safe or unsafe. When you read the letter of the law, and that's what we're reading and it's the Florida Building Code, and I went through four or five of these items and it meets the letter of the law.

And when I look at this and it says there is a failure, hanging loose or loosening of any siding, block, brick or other building material. It doesn't say where, it doesn't say what, it says building material. It's hanging loose everywhere.

Building is partially destroyed, I think we can all agree on that. The electrical or mechanical installations or systems create a hazard condition in violation of the standards of this code. They do. An unsanitary condition exists by reason of inadequate or malfunctioning sanitary facilities or waste disposal systems. All of these things, we meet. And we're required to enter an order of demolition by that.

Now, we've granted many extensions and that's the other thing that we have in our power. But otherwise it's, we either grant an extension or it's an order to demolish. We've been doing this for a while, as we all know. And it's a sad situation we're in, but the banks have been in this in many ways, and it's been dragging on and on and on. And the developer who's involved, he has great intentions, and I don't hold anything against him and what he wants to do, I think it's a good idea. It's a good investment.

But this Board, we only look at one thing. It's not

whether the buildings look pretty or not, it's not whether it's a good investment or not. We've got to look at this and first and foremost look at the code and see what it tells us to do. Everything else is always a consideration, but we can grant extensions. It's just, we've granted so many and it's just getting old at this point and nothing's being done and the building's getting worse, so.

MR. LEHMAN: Well, you know, if the code could make decisions, you wouldn't need this Board. Obviously that's a guideline for you, but you're asked to exercise judgment about this and obviously one of the judgment factors is what's best for the, what's best for the City in terms of financially what's best for the City. And I think getting these properties back on the tax rolls, has got to be something that you have to consider and the delay has not been for lack of something not being done,

I mean, the banks are working on this thing, but the property ownership issues need to be resolved before anybody can submit a plan to you and you know, the fact that you may be tired of seeing this thing come up time after time doesn't change that. I mean the whole mortgage mess as we know is a time problem. And it's not going to go away.

MR. SCHERER: Thank you, thank you very much.

MR. LARSON: Mr. Chairman?

MR. SCHERER: Yes?

MR. LARSON: Can I ask a question of Mr. Lehman?

MR. SCHERER: One question for you.

MR. LARSON: Are you an actual investor with the gentleman back there that was up?

MR. LEHMAN: Am I invested in it? Yes sir.

MR. LARSON: You're an actual --

MR. LEHMAN: Personally, yes. I'm personally involved.
Yes.

MR. LARSON: You're personally involved in it, okay. And can I ask the gentleman from Bank of America a question?

MR. HEKKANEN: Yes sir.

MR. LARSON: In regards, he said he has, gentleman back there said he has two that they've taken control of, one.

MR. HEKKANEN: One so far, two are being filed.

MR. SCHERER: Can, everybody's going to have to --

MR. LARSON: Okay, my apology. One that they have control of, and that's been, this has been going on, he's had over 60 to 90 days to get, and he's only got one. My question to you, how many of the, 38 you said you had?

MR. SCHERER: Yes. Can you come up to the mic please?

MR. LARSON: How many of the 38 you have actual title to?

MR. HEKKANEN: Eleven.

MR. SCHERER: Can you speak into the mic?

MR. HOLLAND: Microphone.

MR. SCHERER: Okay, excuse, he needs to --

MR. PHILLIPS: For the record, could you just state your

name? There's -

MR. HEKKANEN: Sure, Justin Hekkanen, behalf of Bank of America, we have certificate of title to 11 units.

MR. LARSON: So you actually hold title to 11 units out of the 38. How long do you expect it to take you to get the balance of those 38?

MR. HEKKANEN: It depends which way we go on it. Through foreclosures, we have --

MR. SCHERER: Good answer.

MR. HEKKANEN: -- judgments on another eight. Five are set for sale already, so that would get us up to 19. Deed of lieus, deed in lieu of foreclosures are always on the table to discuss. That presents a much faster alternative to foreclosure process. We've been dealing with borrowers for the past 30 days negotiating that. We've been trying to package it as a complete deal though, so Bank of America's, and just so I'm clear, I know I was confusing before, but so Bank of America's loan investors could approve that. So then we can deal with it. And then so the, and that would be for the investors to purchase.

MR. LARSON: Thank you, that, you've answered my question so now I know which way I've got to vote.

MR. SCHERER: Thank you.

MR. HEKKANEN: Okay.

MS. HALE: Can I ask a question of Ginger?

MR. SCHERER: Sure.

MS. HALE: This is the point where it gets hazy. I understand foreclosures and the rest of it, but let's say we knock the building down. What happens because it was a condo? There's going to be 68 plots of land there that are actually -- am I correct -- with liens on them?

MS. WALD: There's 58 units.

MS. HALE: Oh, 58 units. [inaudible]

MS. WALD: Buyer owned, they're owned individually by all different people.

MS. HALE: Right.

MS. WALD: And different banks and whatnot and I could read down the list, but I don't think you need that.

MS. HALE: No.

MS. WALD: With that, there are common areas, if you look at the condominium documents.

MS. HALE: Right. Parking and --

MS. WALD: And they're owned by owned by one by 58%.

MS. HALE: Yes.

MS. WALD: And they're controlled by the condo docs. So each one of those unit owners other than their actual unit itself and what they own, own the one fifty-eighth common elements, and that of course would, some of them, would also, if ordered to be demolished, be demolished.

They would have to, a determination would have to be made, and it would have to be made in conjunction with the City, if

the City is the one that does the demolition, and also the City's contractor to attempt to divide and decide what portion is going to be for each.

So what we would have to get from the City's contractor is a detailed listing of the cost of demolishing of the units and also the common elements, and have to make that determination what's going to cost as to a lien, excuse me, for each one of the owners to place that lien at some point in the future if demolition does occur and the City does do it on the properties.

MS. HALE: Is it easier when you then have the vacant property even though it's divided into 58 plots of land, it would be easier to find a buyer, am I correct?

MS. WALD: I, Ginger Wald, I'm an attorney, I'm not a real estate agent. You're the real estate agent. I can't answer the question.

MS. HALE: Well, I am, but I mean, here's where I get a little fuzzy because I've never dealt with condo, where you have 58, you know.

MS. WALD: Right. The difference in this case as to the others, and I think we've pointed on it many times before, why we're taking it altogether, is that it is a condominium unit, so you're dealing with common elements being owned by everybody as a percentage.

MS. HALE: Right.

MS. WALD: And additionally they own their own unit, minus

the foreclosure and everything else. And so it makes it a little bit more difficult as to one owner, or let's say a duplex with two owners, but it can be done. Now, what's going to happen as to marketability? That's going to be someone else's problem.

MR. SCHERER: Okay.

MS. HALE: Yes, I understand that, I was just a little taken [inaudible]

MS. WALD: Fuzzy on it.

MR. SCHERER: So, is there any other respondents that would like to speak before we take action on this?

MS. WALD: And, one second please, and additionally I think, I think Burt actually has to respond to some of the comments of before, so if you finish up with him.

MR. SCHERER: Okay, Burt, why don't you come up and then we'll finish up with any of the, anybody else that wants to respond.

MR. PHILLIPS: There's a lady in the back there, Mr. Chairman.

INSPECTOR FORD: Burt Ford, Building Inspector for the City of Fort Lauderdale. Just going to remind the Board that obviously the Board has already found that the building is in violation and it is an unsafe building. Each and every one that's in here is valid. The Fire Marshall stated that he would be able to get in and put out a fire; he didn't say it wasn't a

fire hazard. It's still a fire hazard. The City's position, it is an unsafe building and the City is asking for the demo of the building to occur.

MR. SCHERER: Okay. Somebody hasn't spoken in the back come on up, and have you been sworn in yet? Okay.

MS. JONES: Hi, my name is Annmarie Jones, my daughter, Kamilah Jones, owned unit number four. She's still, we started going through foreclosure process and the bank kind of halted everything with her because this whole process started about demolition. I've never spoken at this meeting before, even though I've attended more, but I took a little bit of offense to what the last attorney said because she's talking about putting liens --

MR. LARSON: Speak into the mic.

MS. JONES: She's talking about putting liens, more liens on these homeowners, okay? My daughter is 28 years old, she bought the property to live in it. She went to school to Georgia and by the time she, before she finished graduating from Georgia this whole mess happened. They broke into the home, stole everything that was there. And now she's stuck with liens from everywhere else. I don't think she can ever purchase another place.

And now people just come up casually and said well, I'm going to put another lien on you. Well, I think that is so irresponsible. There were problems with the unit when she lived

there and we kept calling and we kept reporting, and we called the City of Fort Lauderdale, and we called so many people and nobody did anything about it.

And now it's just like, oh let's just do this, let's just demolish this, let's just do this and there's no, there's no consideration for the people behind what's going on. And I just would like to see that looked at. It's not just the let's just demolish it and put another lien on somebody. I mean, if somebody else, if the person's in that position then they realize what it means, you know? So that's all I have to say.

MR. WEYMOUTH: What's the status of your daughter's unit? She's in foreclosure?

MS. JONES: Yes, she's in foreclosure.

MR. BARRANCO: And what would you like to see happen?

MS. JONES: You know, I don't know. This was the first time, I wasn't at the September meeting and this is the first time I heard that there were any investors looking at it. The last time I was here, you guys had said Bank of America needs to, because they have the majority of the units you wanted to see a plan from them as to how to step up to take the charges off for the boarding up and all of that.

I would like to at least hear what the options are. Instead of just one blanket, lets just tear the buildings down. Let's just tear the buildings down, puts another burden on the homeowners.

MR. SCHERER: The only options that we have, just so you understand, is to either give an extension or to tear the buildings down. That's it, we can't do anything else.

MS. JONES. Well, then we need to --

MR. SCHERER: So the options are coming from the people who we've been talking with over the last six months trying to get something going, but it doesn't sound like that's working.

MS. JONES: And I understand that and I was here at the July meeting, and I know the place is in a mess, you know what I mean? And I didn't think there was any options. But what I take offense with is that it just seems like everybody's just like taking it so lightly that okay, now a 28-year-old coming out of college, now going to have multiple liens against her name. When is she ever going to be able to get out from under this if it's, you know, if it's not looked at?

MR. JARRETT: If your daughter's place is being foreclosed them at the point the bank takes possession of the property, and I may be incorrect --

MS. JONES: The bank doesn't want to take possession.

MS. HALE: Yes.

MR. JARRETT: Well, then the bank will be getting the liens, not your daughter.

MS. JONES: What do you mean? Her name is still on that, she still get tax bills, her names are still on the title.

MS. HALE: Yes.

MS. JONES: So technically she owns it. So if they tear it down and stick another lien, it's going to go against her name. It might go against partially the bank too, but it's going to go against her name. Her name is the only name on this document that you distributed today.

MR. JARRETT: And in response to your statement about we need to exercise some compassion here, we have for the past five months. We've like stalled off on doing this, making this move. And as a matter of fact, there was actually other condo unit owners that testified that they actually wanted it down so, in our other meetings.

MS. JONES: I can understand that, I'm not an attorney, I don't know what all the legal ramifications are.

MR. JARRETT: Neither am I.

MS. JONES: However, I know, when she goes out to look for a loan and they pull up that credit report, I know what her credit score is now and it's because of all this mess that's there. And if there is any light at the end of the tunnel that she could get out from underneath this because someone else wants to take possession and get her out of this, that's what I would vote for, but that's just my personal opinion.

MR. SCHERER: Thank you.

MS. NORRIS-WEEKS: One final --

MR. SCHERER: We have people that we haven't heard from yet.

MS. MILLER: I need to be sworn in.

MR. SCHERER: Oh we, she has to be sworn in?

[inaudible]

MR. SCHERER: Sure, why don't you, can you wait a second until we have everybody else talk and then I'll call you back up. Oh, you've been sworn, okay, go ahead.

MS. MILLER: Hello, I'm Kimberla Miller, unit owner of number 53 and Bank of America owns my unit. Actually, I'm still the owner. This guy said he's called some of the owners to try to see what he could deed in lieu, they haven't deed anything. My foreclosure started in May of 2009. It's what, October of 2010, Bank of America has not called, has not sent no letters. It's only worth 5,000, write it off, give me another loan, I'll be willing to get another place because I can pay my mortgage.

The mortgage is not the problem, but I'm not going to pay a mortgage for a place I can't live. I'm 33 years old, that was my first time buying also. So for to be in this place November of 2006 and to be out of it December of 2008. That was very disheartening. So if Bank of America is willing to work with me, I can pay the mortgage, give me another loan, we'll start over and just write that one off.

MR. PHILLIPS: Can I ask a question ma'am? I understand your frustration, and there's a lot of good points from everyone who's speaking here, but the reality is, if you could work out something with Bank of America --

MS. MILLER: He took my number down last time, no phone call.

MR. PHILLIPS: I'm just saying, for example, if Bank of America, because they know the boom is coming and it seems like each meeting more and more pressure is on and I frankly, we might be at the end of the rope. But each meeting they know, we're more and more serious. If the solution were that Bank of America knew that they're going to lose, they're going to lose out on all these units.

MS. WILLIAMS: Right.

MR. PHILLIPS: And they were willing to work with you and all your colleagues that live there. I look at that gentleman back there, I see him every meeting. He's paying his mortgage. He may not even understand that there's going to be, he'll be paying a mortgage for dirt on the ground. And there's going to be City liens, there's going to be County taxes, and there's going to be a fight for 5 to 10 years between all the mortgagees, mortgages and the property owners as to who owns what piece and who pays what.

MS. WILLIAMS: Right.

MR. PHILLIPS: And that's going to be sitting there vacant. If you were able to work with Bank of America to make that light at the end of the tunnel, if the light at the end of the tunnel that prevents all this was this complex would be funded by Bank of America by relieving mortgages, relieving judgments against

you, taking over taxes, paying for the renovations so there's no liens in the property. And that other lady whose daughter may not have a large judgment against her, would you be willing for, to preserve some light at the end of the tunnel?

MS. MILLER: I'd be willing because I thought that was going to be my place.

MR. PHILLIPS: Demolishing it, there's no light at the end of the tunnel. That's --

MS. MILLER: Exactly. I pay more in rent than I paying in a mortgage. I had a two-bedroom, now I'm in a one-bedroom.

MR. PHILLIPS: Well, that's, you know, that's, that's, that's in the past. I'm talking about going forward.

MS. WILLIAMS: Going forward, yes.

MR. PHILLIPS: Not snuffing out that light at the end of the tunnel.

MR. SCHERER: Okay.

MR. PHILLIPS: Would you be willing to work with Bank of America --

MS. MILLER: Sure.

MR. PHILLIPS: -- and transferring title in exchange for them agreeing that they let you off of the 150,000 mortgage and they're not going, you're not going to have a lien for the City's demolition costs, and there's not going to be litigation for years.

MR. SCHERER: Jack, this is completely off what we're --

Thank you.

MR. PHILLIPS: I think it's exactly --

MR. SCHERER: How?

MR. PHILLIPS: -- what is at issue.

MR. LARSON: Jack, I think you're dreaming.

MR. PHILLIPS: You know what? [inaudible]

MR. SCHERER: Thank you very much. If there's anybody else that would like to talk, please come up and, that hasn't talked yet.

MR. PHILLIPS: We've heard some very reasonable voices in here and --

MR. WRAY: Hello, my name is Garfield Wray. I own unit 21. Unfortunately, I missed the last meeting and what I'm hearing at this meeting today is for the first time I'm hearing a proposal that I think might actually bring a solution to this problem. Before I start I'd have to say to the residents who live next door that I'm certainly sensitive to their problem and can understand their concern.

But they should also think of the potential for having an empty, vacant lot next door if you tear this building down, what becomes, you know, in today's economy, realistically, what can we expect to be constructed there?

I understand the Board's frustration as well because you guys have been postponing this for a while now. To speak directly to the gentleman from Bank of America, who alluded to

deed, doing a deed in lieu of foreclosure as a more quicker process. I would say that I've been trying to do just that with a bank since late December, January of this year, and for six months, providing them all the information they wanted, salaries, tax returns, a whole bunch of information.

And after six months, they said forget it, we're not going to do a deed, we're going to foreclose on you. Now, two months later they came back and said well, maybe we'll consider the deed, can you provide us all the information again. I say that to say that I really don't think the bank is serious about solving this problem. And I think the way forward is for people to put their money where their mouths are and to get a solution done.

You know, Mr. -- I'm sorry, I forgot your name -- but if you are serious, we have to show that we really want to solve this problem. I hope the City doesn't decide to demolish these buildings, because ultimately I don't think that's going to serve anyone's purpose. I mean, in the short term, I think it might improve the eyesore of the residents next door. But I think doing that might just pave the way for a vacant lot of land that can harbor some criminal activities or potential for long-term, given the economy that we're facing.

So, you know, I would urge the bank, Bank of America, you own 66% of these units. Get busy. You're talking about a deed in lieu. Get busy. And you asked the question of the lady

before, would she be willing to turn the unit over. I think a lot of people would be willing for the forgiveness of --

MS. HALE: [inaudible]

MR. WRAY: -- you know, for foreclosure, I mean, a lot of us were in this situation, not because of our own doings, you know. So I would just ask for these considerations to be made before a decision is taken.

MR. SCHERER: Thank you.

MR. WEYMOUTH: That was the challenge that we put forward at our last meeting to the banks and personally, that's something that I struggle with today is that I am very concerned about the lack of unity from the banks to think that, and I can understand him maybe be able to negotiate with Bank of America to buy their interest, but once he does that then I see the other banks probably not cooperating as much for him to continue buying and continue buying. Then there's going to be fragmented ownership for, into perpetuity. It's going to go on and on.

And the way I see this is that Bank of America should have stepped up and tried to pull all the other banks all his little brothers in under the same roof and say let's cut a deal for this gentleman, these gentlemen. And that's not happening.

MR. WRAY: Let me ask sir, I understand. Let me ask this of the Board. I think Mr. Scherer is persistent that unless there's a plan or something on paper to show that there's a seriousness that you guys can't buy what is being proposed. I

mean, how long would you be willing to wait for such a plan?

MR. SCHERER: Personally, I've been waiting six months, but after six months being told that --

MR. WRAY: Let me ask Mr. --

MR. WEYMOUTH: Well, and you know, there's plans, and there's proposals and you know, we asked for a letter of interest. There's contracts out there without any kind of a deposit, It's I don't know if it has, you know, there's a couple of lawyers could probably correct me, but it doesn't hold a whole lot of weight, you know?

MS. HALE: Yes.

MR. WEYMOUTH: I mean, it's equivalent to maybe a verbal agreement or something on the back of a napkin.

MR. SCHERER: Yes.

MR. WEYMOUTH: If you're serious about this, start sewing it up.

MS. HALE: Yes.

MS. WALD: that's okay.

MR. WEYMOUTH: But again, even if he were to do the deal with Bank of America, there's 33%, or there's a bunch of other banks and a couple private people that aren't going to play nice. Not in any kind of foreseeable future, you know, we're saying hey, consider, you know, "four to six months because we're almost out of hurricane season. It ain't going to go away that quick. The only person who can make it go away that quick

is Bank of America and take the lead and go to all the other banks and pull them in. That's the only person.

MR. WRAY: Well, is Bank of America willing?

MR. SCHERER: Well, let's, let's, we have another question from the Board.

MS. HALE: Nope.

MR. CROGNALE: Yes, I have, I think this is going to be a Ginger question.

MR. WEYMOUTH: As in person or as in [inaudible]

MR. SCHERER: Right --

MR. CROGNALE: The question I have is, theoretically, the Board proposes to demolish the structure as they find it's unsafe alright? The respondents would have in my estimation another redress to the court system. So they could take their redress to the court system for a final determination, and someplace there's going to be a judge to over what we decided or with they've decided. It's it gets, it goes to a higher authority.

MR. LARSON: Fine, let it go.

MS. WALD: Ginger Wald, Assistant City Attorney. You are correct. Whatever decision this Board makes, and let's take your example or your hypothetical, if the Board orders demolition then any one of the owners can go ahead and file an appeal, a direct appeal to the Circuit Court of Broward County 17th Judicial Court, and they would have to make the

determination as to the appeal.

MR. CROGNALE: So it's not done --

MS. WALD: It would either uphold your reverse you.

MR. CROGNALE: Yes. We're not the final judgment, then.

MS. WALD: Well, you're the final determination for the City of Fort Lauderdale.

MS. HALE: Right.

MS. WALD: And then it's up to somebody if they wish to take a judicial appeal to do so. That is correct.

MR. SCHERER: Okay.

MR. PHILLIPS: But just to be sure, when there is such an appeal by *certiorari*. They would have to prove that there is an abuse of discretion, that what we decided was just totally without any type of basis. So it's not like it's a *de novo* or brand new, they argue it again. Pretty much the courts say, we're not going to substitute our decision for this Board. Unless there's like a full abuse.

MR. CROGNALE: That's the option of the court then, to make that determination whether we've abused our power.

MR. SCHERER: Yes.

MR. PHILLIPS: Pretty much what we decide 99% of the case that's it.

MR. SCHERER: We have one more person that needs to speak that has not talked yet. I'm sorry, you have to go, okay.

MS. NORRIS-WEEKS: Yes, and I'm sorry, please bear with me

I do need to leave, but I wanted to say that one of the discussions that's been taking place and for anybody on the Board who's concerned about what happens with the people who made bad investments, one of the discussions that I had, and I don't mind disclosing it because I'm not in a settlement position, I'm not the City or anything, with a possible issue is having the banks deed the property over to the City of Fort Lauderdale, just free and clear and the City would in turn release the liens.

So, that's one of the things that's being battered around, but the Board, this Board would have to make a demolition order before it even gets to that point. So these, the, and also NSP funds, they are not, you don't have to reimburse those funds. So conceivably these people would be in a better position because the property would probably have a higher value if there is a clean slate that somebody can actually come in with a new vision, a beautiful plan. Thank you.

MR. SCHERER: Okay, thank you very much. We'll hear from this young woman and then we'll go to you and then we're going to take motions.

MS. HALE: That's right.

MS. PHILLIPS: Hello.

MR. SCHERER: If you and, I'm sorry, go ahead.

MS. PHILLIPS: I'm sorry. Hello, my name is Tami Phillips and I'm a unit owner.

MR. PHILLIPS: Hey sister Phillips.

MS. PHILLIPS: How you doing brother Phillips? 451 Northwest 23rd Avenue, apartment three. Just to say I've been working diligently, myself with the bank and with PMI, the people who are over PMI, whatever, GMAC bank, and I have not heard from Bank of America, Bank of America is not a servicing company. And GMAC is the mortgagor. I have not heard anything from them regarding a deed in lieu.

When I did talk to GMAC regarding this issue and whether they would give me a deed in lieu of foreclosure, the young lady said to me that the only way I possibly could get something, a deed in lieu, is if the City had actually made an order to demolition the property. That would prompt the banks to move forward and do something expediently in order to move forward with regards to helping the homeowners out or saving their investment or whatever their investment may be.

And that's where I'm at at this point. I understand about the lien situation. I'm willing to pay my *pro rata* share of the liens, whatever it may be. Whatever it is, just because it's better than paying 125 grand that I don't have, okay?

MR. SCHERER: Okay. Thank you.

MS. PHILLIPS: But at any rate, I am, I'm just saying I believe you all should go forward with the demolition if so, let the courts work it out because the more you wait, the more they have time to do whatever they need to do, if anything at all.

But now, if you do the order they're under pressure. They're under pressure to do something, and they can do something and I'm sure they can renegotiate once the order is put in place by you all to move forward. And then let it go at that.

If they want, if somebody wants to appeal that's fine, they can appeal, we'll be right there saying we think the City was right. I'll be there saying that the City was right with demolition. But I'm saying hold their feet to the water, sign the order, move forward. Thank you.

MR. SCHERER: Thank you. Anybody else that wants. Let's do this. We got another --

MR. PHILLIPS: We got a homeowner over there. What's his last name?

MR. SCHERER: Whoever's new, please come up and get on deck and ready to go.

MR. JARRETT: Mr. Reed.

MR. WEYMOUTH: Mr. Reed.

MR. PHILLIPS: Come on Mr. Reed.

MS. ADAMS: Hello this month. Pamela Adams, 425 Northwest 23rd Avenue, resident in the area. I spoke before you last month, trying to encourage you and asking you to sign the order to have this property demolished. It's already been said that the property is worth more without the building, buildings on it to, for future development, which is what our neighborhood is looking toward. You've probably already heard that we have the

petitions etc. etc. so I won't go over that. But I just ask that you keep your word to us and you move today to demolish this property as you said you would last month.

MR. SCHERER: Okay.

MR. PHILLIPS: There's been no evidence as to value with or without. Do you, you don't have anyone to come up and testify that it's worth more than later.

MS. ADAMS: What I do know as a person who has developed property is that it's much cheaper to develop property that is undeveloped than it is to rehab old, old units that are already in deplorable condition. I do know that.

MR. SCHERER: Okay, thank you. Good afternoon.

MR. REED: Good afternoon, my name is Clifton Reed. I do understand your frustration because I am very frustrated myself. I don't want this thing demolished, but in order to get something going as far as having some investors to step in or back down, I think the Board should lean towards demolition. I can't believe that, you know, some banks are just too big. And this isn't jumping on the banks about the bailout and so forth.

But my bank owns seven units within this complex. I have been to four Board meetings here and not one Bank Atlantic representative has shown up at this Board. I am very frustrated with this system, with the banks. I mean, you have money, we bailed you out, use that money or sell the property and help these people get the loans they need to buy from you or

whatever. They've had time to do this and I am very frustrated.
Thank you for letting me share it.

MR. SCHERER: Thank you very much.

MS. HALE: Thank you.

MR. SCHERER: I forgot your name, but come on up.

MR. CROGNALE: John Lehman.

MR. LEHMAN: Richard Lehman again. I just wanted to point out one thing that it's fine to say the banks have not been moving on this thing and that the Board is frustrated with that. But I think you should recognize that the Board is part of a process here. In order to make a property viable for investors, you have to get consolidation of property.

And when the sword of Damocles hangs over the bank relative to demolition of the project, which means in effect, not only are they not going to collect their mortgage, but they're going to be on the hook for the demolition costs because they took title. So it, the fact that the demolition is on the agenda slows down the process. It doesn't help to speed it up.

So what you really need is definitive decision by the Board. If you're going to let this project try to be resuscitated, you have to take away the sword of Damocles so to speak so that investors don't come in and then three months later you decide, let's destroy it.

MR. SCHERER: Thank you.

MR. LARSON: Mr. Chairman?

MR. SCHERER: There's one more that hasn't talked in the back, or two more. The one up in the yellow and --

MS. HALE: I don't know that they're --

MR. SCHERER: You have not been sworn in?

MR. BARRANCO: And that guy back there Joe, [inaudible] spoken with. Okay.

MR. SCHERER: Why don't you come up to the front and sit and wait for the Board.

MR. COATES: Good afternoon, Board. My name is Barry Coates. I'm a interested investor also. I have put forth a proposal --

MS. HALE: Could you speak into the microphone?

MR. SCHERER: Can you speak into the microphone?

MR. COATES: I have put forth a proposal to Bank of America, and what I wanted to know is, can you give us 35 days? If you don't -- hold on, Ms. Adams, hold on, just hold on.

MR. SCHERER: Go ahead.

MR. COATES: If you give us 35 days the pressure is still on the banks and it's only 34 days before you make a final, definitive determination to torn it down. I have been able to work with Bank of America so well. I was able to send them a proposal two days after our meeting, the last time. Nicole, in all her fairness even though she was kind of a beat up a moment ago, she has worked with me. She returns my calls as fast as I call her, okay?

My only problem right now is I have not been as fortunate as Mr. Drummond to be able to work with the other banks. But I guarantee you I will be working with the other banks tomorrow morning at 8 AM because I'm going to have all their information.

The biggest problem is that's been portrayed to these attorneys, not to the banks but to the attorneys is that most of them don't have the information. Because this morning I spoke to Aurora Home Loans, they have no idea what's going on. If you call up to Aurora, the only smart person in Omaha is Warren Buffet. They have no other idea what's going on if you talk to them. So that's one brain drain location outside of him, all right?

MR. CROGNALE: Did you talk to him?

MR. PHILLIPS: You got him a, is he a witness here, Burt?

MR. COATS: So okay, so the deal is, 35 days.

MR. SCHERER: Thank you.

MR. COATES: And I would, I'd be fine with 20 days to keep the pressure.

MR. SCHERER: Didn't you testify last time that there's no way that it could be done?

MR. COATES: I testified the last time to tear it down because I was frustrated with not being able to find somebody to talk to.

MR. SCHERER: But I thought you said it couldn't be done for the price and that the units were too small.

MR. COATES: It couldn't be, tearing it down, the units are too small. My plan that I, one of the plans that I have is to bring it down to 29 units and double the size of the units, which makes it more affordable, more ingress, egress inside each unit, okay.

MS. HALE: Is that a rental or you're selling them as a condo?

MR. COATES: It would be a rental unit.

MS. HALE: Okay.

MR. SCHERER: And do you have an architect or somebody that, do you, have you worked with somebody?

MR. COATES: Yes, I have a architect and on one of my, my architect is here, I prefer he not speak right now, if it's okay with you.

MR. SCHERER: Okay.

MR. COATES: All right? I do have my architect here and I've shown him some of the plans that I want to do with the project. One is a single, turn it into a single-family site, okay?

MR. SCHERER: I have a question.

MR. COATES: Yes sir.

MR. SCHERER: How are you going to buy Mr. Drum's property?

MR. COATES: I'm not worried about Mr. Drummond. Me and Mr. Drummond, we will dance when the music's time for us to dance. Okay? Go forward.

MR. PHILLIPS: I have a more important question: Show us the money.

MR. COATES: Show me your money.

MR. PHILLIPS: No, no.

MR. COATES: No, no, no, no. You asked me, you asked --

MR. PHILLIPS: Where's the money to do this?

MR. COATES: You asked me a personal question.

MR. PHILLIPS: Not you, your investor or your --

MR. COATES: That's still a personal question.

MR. PHILLIPS: Okay, where's the money?

MR. SCHERER: Okay, thank you.

MR. COATES: Thank you very much.

MR. SCHERER: Thank you.

MS. HALE: He didn't have any money either.

MR. SMALL: My name is Samuel Small. Number unit 49. I have tried to get a deed in lieu from Aurora Loan Service, and they haven't been able to get anything done. I haven't heard nothing. So, you know, if you all want to go ahead and demolition it, it's fine.

MR. SCHERER: Okay.

MR. SMALL: It's your decision. You have it in your hand this afternoon. So your decision is final.

MR. SCHERER: Thank you.

MR. SMALL: Thank you.

MR. SCHERER: Mr. Drum, one final comment and then I think

we're done. And we can go on and take a motion.

MR. LARSON: I don't want to hear anymore from [inaudible]

MR. JARRETT: [inaudible] Bank of America.

MR. LARSON: Unless they're new people, I don't want to hear anything more from the people that's already spoken.

MS. WALD: It's up to the Chair.

MR. SCHERER: Yes, go ahead and get.

MR. DRUM: All right. Just briefly, I mean, at the end of the day we have put some money on the table here. We've spent some money to get engineers in there, we're looking at the property. Last time I was here, all the emphasis has been thrown on the banks to do something. We've moved on without the banks; we're moving forward. We're here, I think we're pretty serious about this. We do need, because of the complexity of this, we do need a reasonable amount of time to try to --

MR. LARSON: You've had six months.

MR. DRUM: -- I have not had six months sir. I've only had one extension that was granted to the banks of 60 days.

MR. SCHERER: We understand what the extensions are, do have anything new to add?

MR. PHILLIPS: Mr. Drum?

MR. DRUM: Yes sir?

MR. PHILLIPS: Is your plan to come up with the money for this dependent upon getting financing from another institution or do you have someone that's going to put cash on the table?

MR. DRUM: Both. I have some individual investors who could very easily fund this. We had a gentleman that was involved at the beginning.

MR. SCHERER: Okay, you've answered the question, both. Okay. Thank you.

MR. DRUM: So, you know, we're serious about it, we just need a reasonable --

MR. SCHERER: Okay, anybody, anybody else?

MR. PHILLIPS: Can I hear from the bank's lawyer as the final person.

MR. HEKKANEN: Certainly I'll be brief. I just wanted to explain a little bit what Bank of America's role is because I think it's --

MR. SCHERER: We know what Bank of America's role is.

MR. PHILLIPS: Okay.

MR. HEKKANEN: Well, I think it was a little misunderstood respectfully, that Bank of America is a loan servicer that services for loan investors. We have taken the lead to bring a group in so we have put together 38 interests. Before, it was all split out among 13 investors, Fannie Mae, Freddie Mac, Aurora, etc. We've been able to package together 38 units, and that's been different since the first time that I've come here.

MR. SCHERER: But you only own 11 of them.

MR. HEKKANEN: We own 11, but we hold interest in 38.

MR. SCHERER: I understand, but you only own 11 of them.

MR. HEKKANEN: Certificate of title, yes. But we've packaged it as a deal to, you know --

MR. SCHERER: Okay.

MR. HEKKANEN: -- whether it's deed in lieu or to get all the interest for all the units, and I just want to explain that on our side, we haven't heard anything that if you ordered demolition, that's what want to see to approve deed in lieus to get this thing done. It'd be actually counterintuitive to do that --

MR. PHILLIPS: Exactly.

MR. HEKKANEN: -- because then we'd no longer be sharing the cost of the demolition.

MR. SCHERER: I don't think, you didn't hear that from the Board you heard that from the audience, so.

MR. HEKKANEN: Correct.

MR. SCHERER: Okay.

MR. HEKKANEN: If I misspoke and --

MR. SCHERER: No, no, the reason that you, we would order demolition is because it's unsafe.

MR. HEKKANEN: Right, right understood. I just wanted to explain that, you know, as a representative of the banks I've --

MR. SCHERER: Okay.

MR. HEKKANEN: -- we've been discussing the deed in lieu issue, we're trying to get the approvals, we've packaged these together and the only way that deed in lieus will work, my

understanding is, if we can package it is as a, as a proposal that will involve an investor to purchase all of the units. Ones and twos and threes deed in lieu I don't think are going to work.

MR. SCHERER: Okay.

MR. HEKKANEN: And I just wanted to state for the record that from what I've reviewed, my understanding is that Mr. Drum submitted evidence regarding all five buildings, not his one individual unit. His electrical engineer and structural engineer looked at all five buildings, not his individual unit.

And as far the deposit, the deposit issue came up, what really caught our attention regardless of a deposit is that he was able to step up to say look, I understand you're not getting any cooperation on the other 36% of the units, I will pay for the rest of those shuttering costs, which is thousands of dollars. You know, we were looking for, which also helps keep the property at least safe from ingress and egress. We were more concerned with that than with a \$500 deposit.

MR. SCHERER: I wouldn't expect a \$500 deposit on a investment like yours but --

MR. HEKKANEN: Understood. And he also paid, he agreed to pay for the engineers to go out and visit the units. And that was part of, you know, aside from a deposit that was part of the, part of the package. So I just wanted to explain that.

MR. SCHERER: I understand.

MR. HEKKANEN: But as far as willing to take the lead, we feel like we've had taken the lead to package together everything we could, we've, and we would just appreciate not being held responsible for other lenders and other attorneys that we have no control over.

MR. SCHERER: Okay, thank you.

MR. PHILLIPS: I have one -- you met in the last meeting said that there was a 27,000 I think, more or less, that was paid to the City, was going to be.

MR. HEKKANEN: We, I'll tell you what we have paid. I understand there was part of the back, the back expenses. We have paid September through November, and we've taken over the contract to continue on past that month-to-month. So all that's been paid. Now as far as, I'd need some documentation of if there's costs further back beyond that that the City needs to be reimbursed for. I need something to take with me to review to bring that to our client to work on.

MR. PHILLIPS: Thank you.

MR. HEKKANEN: Thank you.

MR. SCHERER: Do you have anything new to add?

MR. CABALIERO: No, I just wanted to comment on the, what he was referring to as far as the payments that -- It's Christian Cabaliero from VPS. The payments for the past month that started in September 'til now, that is part of what's being transferred to them. So the only things that are outstanding

are the months before that. I think there were the months of August and July.

MR. SCHERER: Okay.

MR. CABALIERO: And I just wanted to let you know, because I guess maybe in the way I said it, it kind of gave the impression that we just kind of had some 11th hour thing happen here. I've been in constant communication with both the people from Ackerman and with Mr. Drum on a weekly basis. I mean, Mr. Drum, I've probably spoken to him maybe three or four times a week over the last month, so he's been very active in this. And with Nicole I've --

MR. SCHERER: I guess he's paid his share of that?

MR. CABALIERO: Yes, he has.

MR. SCHERER: Okay. Thank you. What's the Board's discretion? Anybody want to make a motion or any questions?

MR. PHILLIPS: I'd like to make a motion that we give a 90-day extension of time. The reason being, first of all, the reality of the process. Five months is relatively short period of time, it just is. I mentioned jokingly, some, before that Pat and I were on the Code Enforcement Board, we had cases that went on for years.

So, we were here in September, it came up in, when was the first day, it was in May, June? It came up the first heard in the middle of June, so it's five months, which is relatively short period of time. I submit to my fellow Board members that

each time we're, each hearing we're getting more and more. We've gotten some payments to the City --

MR. SCHERER: Why don't we get, see if we can get a motion, a second on the motion, then we'll discuss your motion. So, is there a second the motion?

MR. PHILLIPS: Well, my discussion, I believe, may have some impact on convincing some of my fellow members on the merits of my motion.

MR. SCHERER: Okay, well I'm going to go ahead and --

MR. PHILLIPS: I think I'm allowed to do that.

MR. SCHERER: Well, it's at the Chair's discretion. You're allowed to do that.

MR. PHILLIPS: Well, I think it's parliamentary rules I'm allowed --

MR. SCHERER: So I'd like to call and see if there's a second. Is there a second? Somebody would like to have a second on the motion. The motion fails. Is there anybody else like to make a motion or discussion?

MR. PHILLIPS: Can I have a discussion without a motion? All right. The, this is a relatively new case, frustrated as I am also. And I'm looking Mr. Reed, and when I see him come up here say demolish it, that really affects me and my decision-making. Am I frustrated? Sure. The reality, it's been a relatively short period of time. The reality of the court system, and now the City for example, I don't know, you know

we're frustrated with foreclosures. If there were more foreclosures and all the titles were in the name of the bank, it would be, we'd be a lot further along. Now why isn't that done, because the court system is clogged because Bank of America shut down for two weeks.

I think that the City could have gone in on 48 of the cases to intervene and say, Judge, sit this on a foreclosure docket. We're an intervener, we're the code, we're the City, we have issues. Interveners are allowed to go in and push this case along. That's something could be done.

The reality and the process is longer than what's before this Board. I think Mr. Lehman, I'm not going to repeat everything, I think he made an extremely valid points. That there are millions of dollars at stake here if this thing is demolished. They're off the tax rolls. Bank of America, all these banks and the shareholders will be, will lose an asset, and they will lose millions of dollars.

So, you'll have damage to banks which are entities that are, need to be considered and the shareholders that are part of them need to be considered. I think it would be a draconian decision right now to demolish this because it would snuff out that light. There's a need for housing, I think the real estate market represents that multi-family units are the ones that are selling in commercial real estate.

Now, is this building a health, life safety? I think

that's been answered by the Fire Department's letter, you know, maybe it's embarrassing that the Fire Department kind of conflicts with the Building Department, but it isn't a life safety hazard.

Now in terms of other violations. Legally, are there violations? Of course there are, every case that comes before us has violations. The question is, do we grant a further extension of time? So just to take, well, there's a violation, that's it. We all know that. I admit, everyone admits there's violations. The question is do we snuff out that remaining light at the end of the tunnel.

I, this Board has discretion, I think that we have another gentleman here who's come up, 35 days. What are we seeing? We're seeing more competition to do something. We see the Bank of America, we have Ackerman Senterfitt, one of the most respected firms in Florida who's on this issue. They're local. We've got two of them today. All right, we've got stuff going on. And I really don't believe that ordering the demolition, which it goes to the Circuit Court on *certiorari*, it'll just very, very little chance of ever getting overturned upon that.

This is a complicated issue, I don't believe it warrants a simple knee-jerk, knock it down and that's it. There will be litigation for 10 years over the site. By the time they finish their foreclosures, they ferret out who gets this percentage, what about the County taxes, what about the City lien, it's, it

is a complicated, complicated mess that in my opinion, and I'm an attorney, I have a business degree, I'm looking at the numbers, the reality, I'm certainly understanding the neighbors that live next door that can't stand this.

But if you take everything into consideration, the quickest, most realistic solution is to allow the marketplace to buy these places. And I honestly think that the closer these guys get to closing the deal, competition, the more the bank is going to make deals with Mr. Reed and that other woman and that mother or the other people and say, you know what, if you deed in lieu of foreclosure we'll release you from 150,000 mortgage. Multiply that by 58 times. So I would just implore my colleagues here who are open-minded to give them more time.

MR. SCHERER: Okay. Is there anybody else that would like to make a motion or --

MR. BARRANCO: Just one more thing to add to the discussion. One thing you did say was, relatively speaking, it's been a short time, five months. Relative to us it has been. That building's been out there a couple of hurricane seasons in the same unsafe condition. So it didn't just become unsafe.

MR. SCHERER: Since '08.

MR. BARRANCO: So it's been a while now. It finally came to us, it's still unsafe, the season's not over. The code doesn't address seasons, it's just a zone and we're in the

hurricane zone.

MR. PHILLIPS: John, don't you think that the shutters, though, and the payment, I mean, would you agree with me that we're, that that was taken issue from the, from the first meeting they could have taken them down.

MR. BARRANCO: They're very, it's good faith efforts, and I would love to have seen things work a lot quicker. I don't put any faith in anything happening. You say it's going to be 10 years from now if we tear it down, demolition. I think we're going to be 10 years out, if we don't demolish it anyway.

MS. HALE: Yes.

MR. BARRANCO: I think it's so complicated, and we're deciding one thing: is it safe or unsafe? It's just so complicated I think either scenario is going to take a long time. I know you can't get a permit in the City of Fort Lauderdale in a short amount of time. I know this building's going to have to be brought up 100% to code. I know that the developer still has to price this thing out, and he's going to discover a lot of things in an existing building.

I agree with the other developer who said it costs twice as much to rebuild a building than to build a new one. There are so many things at play here, whether you keep it or whether it goes away. The purpose of this Board is to determine whether it's unsafe. It is definitely unsafe. It's been unsafe for a long time. I think the best thing for everybody in the City and

everybody surrounding that building who's affected by that building including the homeowners who lost out would be better off if that hazard was not there. That's where I'm going to stand.

MR. SCHERER: Is that in the form of a motion?

MR. CROGNALE: Is that a motion?

MS. HALE: I'll make the motion.

MR. SCHERER: Okay.

MR. BARRANCO: This is discussion.

MS. HALE: Shall I make it, John?

MR. SCHERER: If you like to make a motion, go ahead.

MS. HALE: Sure. I move that we find that the violations exist as alleged and we order the property owner to demolish the structure within 30 days and that we order the City to demolish the structure should the property owner failed to timely demolish. Such demolition is to be accomplished by a licensed demolition contractor pursuant to a City issued, licensed demolition permit.

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

MR. LARSON: Second.

MR. SCHERER: Any discussion on the motion?

MS. HALE: You know, I feel badly making that but on the other hand, I agree whether we demolish it or whether we try to rehab it, it's going to be a 10 year, I'm with you. I think it's just it's a no-win. And so, that's why I made it.

MR. PHILLIPS: Well, I disagree. I think the renovation with the bank, and these, these competitive bids, I think it's probably a year, a year and a half before this, the title is cleaned up, the money is given, deeds in lieu of, there's a consolidation of Bank of America's investors.

They, you know, they're servicing the loan, there are individual investors out there. They know they're going to get knocked down and they need to come up with more money to make an REIT or a multifamily or expanded. I think you're probably talking a year and a half, two years. And let's face it, there are a lot of commercial people buying, investors buying property now because it's so dirt cheap.

And it's, it's, I've looked at these pictures. The roof and the walls and the land are there. It's not going to get blown away. I don't believe this is a real health hazard right now, and the Fire Department says that. So I would, I honestly believe a year, year and a half, this place is renovated and fixed up. Okay, so suppose I'm wrong, two and a half years. You're going to have a blighted property for at least a decade if the thing is demolished.

MR. LARSON: Mr. Chair, maybe you can call the question.

MR. SCHERER: Is there any more discussion on the motion? All those in favor say aye.

MR. CROGNALE, MR. HOLLAND, MR. BARRANCO, MR. WEYMOUTH, CHAIR SCHERER, MR. JARRETT, MS. HALE, MR. LARSON: Aye.

MR. SCHERER: Opposed?

MR. PHILLIPS: Opposed.

MR. SCHERER: Motion passes. Next case.

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Case: CE08092242

GRAY-WILLIAMS, JANA

512 NW 22 AVE

MS. PARIS: Our next case will be on page 59. It's an old business case, Case CE08092242, the inspector is George Oliva, will be presented by Burt Ford. The address is 512 Northwest 22nd Avenue, the owner is Jana Gray Williams. We have service by posting on the property 5/28/10.

MS. HALE: What page?

MR. PHILLIPS: What page do you --

MS. HALE: [inaudible]

MR. SCHERER: Page 59.

MR. WEYMOUTH: Can we [inaudible]

MR. WEYMOUTH: Why don't we --

MS. PARIS: If we could have some order in the room please.

MR. SCHERER: Why don't we wait until everybody -

MS. HALE: Here we go.

MR. SCHERER: I'd like to ask everybody to step outside that's not part of this.

MS. HALE: Page 59.

MS. PARIS: Page 59.

MS. HALE: Yes.

MR. CROGNALE: Thank you.

MS. PARIS: Yes, it's an old business case. Case CE08092242, the inspector is George Oliva, presenting today will be Burt Ford. The address is 512 Northwest 22nd Avenue, the owner is Jana Gray Williams.

We have service by posting on the property 5/28/10. We've advertised in the Daily Business Review 10/1/10 and 10/8/10. Certified mail and violations as noted in the agenda.

This case was first scheduled for the 12/18/08 USB hearing. The 12/18/09, 12/18/08 USB hearing was canceled due to lack of a quorum. The case was rescheduled for the 1/15/09 USB hearing. At the 1/15/09 USB hearing the Board granted a 90-day extension to the 4/16/09 USB hearing with the stipulation that the owner return with an update on her discussions with the insurance company and the City.

At the 04/16/09 USB hearing the Board granted a 90-day extension to the 7/16/09 USB hearing. At the 7/16/09 USB hearing the Board granted a 180-day extension to the 1/21/10 USB hearing. At the 1/20/10 USB hearing, the Board granted 120-day extension to the 5/20/10 USB hearing. And at the 5/20/10 USB hearing the Board granted a 153-day extension to the 10/21/10 USB hearing.

MR. SCHERER: So, did you make it to the finals?

MR. BARRANCO: Are we going to see you? Are you in?

MS. GRAY-WILLIAMS: Jana Gray-Williams, and I'm at 512 Northwest 22nd Avenue, and it's a pleasure that I had an opportunity to witness what just took place, because it was very informative. My heart do go out for all the homeowners, because I share they pain having to pay a mortgage and not be able to be in the home. It is devastating. But at the same time, I was waiting to see what the outcome was going to be, so I would know whether or not we would have somewhere to stay in the event that ours is demolished and \$5,000 a unit sound real good. So I was just waiting on the edge.

But with that being said, I want to say thank you all for allowing us the time that you have, allowing us to try to find some type of remedy. And we're still in the same position, of course. We've applied to everywhere you can imagine. I've even contacted Help Me Howard on several occasions; I told him I would call him every week until I hear from him. So that's what I've been doing.

But as a result, we still waiting to hear back from, of course, Extreme Home Makeover. We put our name in the hat with the radio stations. We sent a letter to all the talk show hosts, including Oprah Winfrey, praying that someone come to our rescue. We have asked all the politicians. I know that Commissioner DuBose was supposed to address the Board with some information regarding our plight and what we've gone through and

what we're trying to do. We've tried to apply for the funding for the City of Fort Lauderdale, which we stated the last time.

MR. SCHERER: Can you remind me what's wrong with the house again?

MS. GRAY-WILLIAMS: Well --

MR. SCHERER: I don't remember. I mean, I know you're living in the back and we can't tear down the front because it's connected by plumbing and electric, but --

MS. HALE: Yes.

MS. GRAY-WILLIAMS: Electrical.

MR. SCHERER: What's wrong with the original house again? I don't remember. It was two years ago.

MS. GRAY-WILLIAMS: Well, right. I believe Mr. Burt has pictures. Yes. As a result, the roof the ceiling, everything had --

[Inspector Ford displayed photos pf the property]

MR. SCHERER: From Wilma.

MS. GRAY-WILLIAMS: Right, from hurricane Wilma. As you can see, the roof is totally deteriorated.

MR. JARRETT: Burt, these are pictures of the front house correct?

MS. GRAY-WILLIAMS: Correct. And this is where we're staying, here in this corner in the efficiency that's just one room. That's where we're residing. And that's where we've been. I don't even think it's 400 square feet. It's maybe 370

or something like that.

MR. SCHERER: You need new trusses, new roof, new MEP complete inside, no?

MS. GRAY-WILLIAMS: Right.

MR. PHILLIPS: Ms. Williams, do you agree with, it needs to be knocked down?

MS. GRAY-WILLIAMS: Well, I'm in total agreement. So you don't have any argument from me in regards to the home being unsafe. I will be the first one to tell you it is an unsafe structure by the home.

Our dilemma is we're in a position where we have nowhere else to go and we've tried to get all kind of assistance to find us somewhere else to go pending the demolition because once the demolition happen it's going to demolition the front and the rear where we are.

If it was just a demolition the front and give, and allow us somewhere else, I mean, allow us to be able to utilize the back where we are to continue to reside there, then it never would have been a problem. But our problem is, we would have to now do total electrical, total plumbing, the FPL.

MR. SCHERER: Didn't the -- What ever happened with the insurance company? Didn't --

MS. GRAY-WILLIAMS: Well, the insurance company, as I stated the last time, the attorneys that we had on the case --

MR. SCHERER: Right.

MS. GRAY-WILLIAMS: He withdrew, and he said the reason he withdrew from the case, he said Ms. Williams, you all have a good case, he said, however, he said to be honest with you I'm an attorney, I'm in business to make money. The attorney for the insurance company put into their, and I don't know if Ginger's still here, put into their record that if we were to lose the case that we would have to pay their attorney's fee.

And the attorneys said he does not have money to pay someone else's attorneys fees because he has to take the risk 50-50. He knows I didn't have any money to pay the attorney fees, and he said Ms. Williams, do you have \$30,000 I can put in an escrow account, and of course the answer was no.

He said well if you had \$30,000, it's a no-lose situation for him because he's, he'll be willing to take the risk knowing he's not going to lose everything. But since I didn't, he said he's not going to take that chance. He said, maybe you'll find an attorney that would, but he couldn't. So for that reason he resigned from the case. And we've tried to go to different attorneys we've tried to contact different, the, what is it, the --

MR. HOLLAND: Attorney *ad litem*?

MS. GRAY-WILLIAMS: Right, the attorney *ad litem*. We've tried legal aid, we've tried and the Bar Association for different attorneys' numbers that specialize in this field. But with that being said, we haven't had anybody that's willing to

jump on board in spite of that attachment.

MR. SCHERER: Okay, what do you, what do you need? How much time do you need? Let me ask that question, how much time do you need?

MS. GRAY-WILLIAMS: I really need for one of you all to donate us somewhere to stay.

MR. BARRANCO: Hey, I'll go on record and say I'll donate architectural services.

MR. SCHERER: And I will --

MR. PHILLIPS: I'll donate the legal.

MS. WALD: Wait, wait, wait.

MR. SCHERER: Yes, well, well we, yes, that's only if the

--

MR. PHILLIPS: That's a joke.

[inaudible]

MR. BARRANCO: I'd like to hear from the attorney on that.

MS. GRAY-WILLIAMS: Praise the Lord. Thank you.

MR. SCHERER: Yes. So, so we, how much time do you need?

MS. GRAY-WILLIAMS: Well --

MR. SCHERER: How much time can we give her?

MS. WALD: Whatever you want.

INSPECTOR FORD: Let me just --

MR. SCHERER: Yes, Burt.

INSPECTOR FORD: I'm really not real familiar with this case, but George said that it is at the pleasure of the Board he

will go by whatever you want to do.

MR. SCHERER: Okay. Ginger, if we did want to assist somehow, how would someone on the Board do that?

MS. WALD: Ginger Wald, Assistant City Attorney. Basically have two options: one option is, obviously, you can resign from the Board and assist.

MR. BARRANCO: I would love to.

MS. WALD: And I know you don't like that option, but it is an option.

MR. SCHERER: Resign, or just withdraw from this case?

MS. WALD: The other would be that you're going to have, well, you know, the problem is, is it really a conflict.

MR. BARRANCO: It's not.

MS. WALD: Because if you're "donating" you're not actually receiving any type of financial benefit. I'd have to research that.

MR. SCHERER: Okay.

MS. WALD: I can't really give that answer. But I know you could resign from the Board, and then go do that. But I would not necessarily recommend that.

MR. SCHERER: Resign from the - oh, yes.

MS. WALD: This Board.

MR. SCHERER: Right.

MS. WALD: But, not that I'm recommending that. But I really would have to research the issue because it's giving a

donation of your time, which also could have a financial component involved in it. And I've just never addressed that issue, so I'd have to look that up.

MR. CROGNALE: Joe the plumber could send a bill?

MS. WALD: Joe the plumber could send a bill, then Joe the plumber would have to recuse himself from the rest of this.

MR. PHILLIPS: Ms. Williams, Ms. Williams, you mentioned the lawyer said 50-50 responsibility. Did he mention something like 57.105? Do you recognize that? Did he use that term?

MS. GRAY-WILLIAMS: I don't recognize that.

MR. PHILLIPS: That he's afraid that if he lost, the court would make him pay the other legal fees and you?

MS. GRAY-WILLIAMS: If the other insurance, if the insurance company lost --

MR. PHILLIPS: And he said if he sued --

MS. GRAY-WILLIAMS: Right.

MR. PHILLIPS: -- the insurance company, that he was afraid he would have to pay 50% of their fees along with you?

MS. GRAY-WILLIAMS: Exactly. That was it.

MR. PHILLIPS: So he didn't think it was a good case, did he?

MR. SCHERER: Well, I --

MR. PHILLIPS: Anyway, I'm not going to --

MS. WALD: Anyway, it's up to you [inaudible]. Excuse me

MR. SCHERER: Okay. So can we, can I recommend that she

that someone her to call, for her to call or no?

MS. WALD: You know, we've actually, the other times that Miss, that you've been here, we were able to get her in touch with different agencies with the City and I personally don't know of any others. I was approached by Ms. Adams back here in regards to helping out with an apartment, but I don't think that really, that would be a temporary assistance.

MR. SCHERER: Right.

MS. WALD: That really wouldn't be helping out with the issue that's in front of the Board today.

MR. SCHERER: I'm more concerned with the insurance and the legalities and, separate and aside from this, but I'll ask her [inaudible]

MS. WALD: You know, Legal Aid is always an option to attempt to receive some services for free or at a low cost.

MR. SCHERER: Okay.

MS. WALD: But again, I don't know of anything else, potentially that the City could do that hasn't already been offered.

MR. SCHERER: Okay.

MS. GRAY-WILLIAMS: And I did apply with a Legal Aid already they have my whole file.

MR. SCHERER: Okay, um --

MS. HALE: Did you say the last time that they couldn't find a place for you to live because your income was too great?

MS. GRAY-WILLIAMS: Exactly.

MS. HALE: Yes, okay.

MS. GRAY-WILLIAMS: Exactly. They said that because I'm a, I previously used to teach full-time and my husband got, he was diagnosed with like blocked artery and so he couldn't work anymore. And as a result, with his medical history, they told me that I was going to have to take time off because they wanted to amputate his leg and the whole nine yards. And thank God, we prayed it through, so he has both his legs and it's six years, seven years later. But I had to go to being a substitute teacher instead, so I can have flexibility to go with him to his doctors and so forth.

MS. HALE: Right.

MS. GRAY-WILLIAMS: So that's what I'm doing right now [inaudible]

MS. HALE: Well, would that perhaps put you into the category that you would be eligible for housing because financially, you now do not make what you used to make?

MS. GRAY-WILLIAMS: Well --

MS. HALE: You might want to go back and reapply and see now that you're only a substitute as opposed to a full-time teacher.

MS. GRAY-WILLIAMS: Right.

MS. HALE: You might find that you would be eligible for subsidized housing.

MS. GRAY-WILLIAMS: Right.

MS. HALE: And get into a two or a three-bedroom apartment, which would be better for your family.

MS. GRAY-WILLIAMS: Okay.

MS. HALE: I'd go back and reapply, it can't hurt.

MS. GRAY-WILLIAMS: Um hm [affirmative] Oh, I'm willing to take --

MS. HALE: It's just another avenue since your, you know, salary and your income is diminished.

MS. GRAY-WILLIAMS: Right.

MR. SCHERER: So, do you think 120 days, six months, a year, two years? I mean, I don't --

MS. HALE: Well, I like to see her so let's, let's say six months.

MR. SCHERER: Okay. Would you like to make that motion?

MS. HALE: Sure. I'll make that motion.

MR. SCHERER: I don't think we go out to six months, it's 5/19.

MS. HALE: Six months is what though?

MR. SCHERER: April 21st.

MS. HALE: April 21st, okay.

MS. GRAY-WILLIAMS: Anybody know anyone at Housing Authority?

MS. HALE: Where's that [inaudible]. So I read it. I move that we find that the violations exist as alleged, and that we

grant the respondent 182 days to bring the property into compliance by April 21st.

MR. PHILLIPS: Second.

MR. SCHERER: Any discussion?

MR. PHILLIPS: Yes, I'd like I just mention, you know, this is a case in which there's absolutely no thought of preserving this property. This is a building that is much more dangerous than those 58-unit apartment buildings. This is a case that's going to be double the amount of time we've had before, and that --

MS. WALD: [inaudible] case-by-case basis.

MR. PHILLIPS: You know what? I, unless they drag me out of the room here, this underscores what I think is --

MR. HOLLAND: I second.

MR. PHILLIPS: -- the hypocrisy of the other ruling we have. I mean, we, she's a, she's a great, I love this woman, right? I wish there were 58 of her condo units before. May be a different story, but this is what I was getting at. We're dealing the something now, since '08, a building that there's no talk of fixing. We're granting the extension on sympathy on, quite frankly, a building that is very dangerous. There's no shutters on it. And, but I'd like to give you more time so you can find another place to live.

MS. GRAY-WILLIAMS: Thank you.

MS. HALE: Yes.

MR. SCHERER: All those in favor, please say aye.

BOARD MEMBERS: Aye.

MR. SCHERER: Motion passes.

MS. GRAY-WILLIAMS: Thank you.

MR. SCHERER: Motion to adjourn or is, are we done?

MR. PHILLIPS: I have something.

MR. JARRETT: No.

MS. GRAY-WILLIAMS: Are you still able to assist us with
the -- once I come back with the --

MR. SCHERER: Well, I don't know.

MR. PHILLIPS: No, we're not.

MR. BARRANCO: Ginger, could you look into that?

MS. GRAY-WILLIAMS: Miss Ginger?

MR. WEYMOUTH: There's another case, isn't there?

MS. WALD: I'll look into that and then I'll [inaudible]

MR. WEYMOUTH: Dee? Do we have another case?

MR. BARRANCO: Okay.

MR. WEYMOUTH: Yes, that's what I thought.

MR. SCHERER: Yes, and Ginger's --

MR. PHILLIPS: We got another case.

MR. SCHERER: Legal services, well, that's what I was
getting at, donating some legal services.

MS. WALD: I'll look into it as a whole.

MR. SCHERER: Okay.

MS. WALD: And then I will respond to you both.

MR. SCHERER: Okay.

MS. WALD: And then you can [inaudible]

MR. WEYMOUTH: Probably in about 180 days.

MR. SCHERER: Okay, okay.

MR. PHILLIPS: I mean, can we end the discussion on that Ginger? I mean, I think it's highly, highly inappropriate to even suggest to any respondent that we can somehow help them. Not because we don't like her but we're just crossing, we're getting near a grey area and showing personal involvement and sympathy when that's not, and other people may claim well, you did it once for this person or other.

I really don't think we should be in anywhere getting near this in terms of recommending other people. Because I, over six, eight years in doing this, I've listened to cases, I've said, man, I wish I could just get a hold of them and drag them to this architect and that engineer and this attorney and drive them to the City and apply for this. I could expedite this in about a day. But I've never done that.

MR. SCHERER: Well, let me respond to you. Nobody's asking you to do anything.

MR. PHILLIPS: No, but people have suggested here, do we recommend someone.

MR. SCHERER: Okay. Thank you. We can go on to the next case.

MR. PHILLIPS: I'm not talking about me. I'm talking about

others [inaudible]

MR. SCHERER: I understand, and nobody's asking you to do anything, so.

MR. PHILLIPS: All right. Well, no one should ask anyone else on the Board to do anything.

MR. SCHERER: Thank you.

MR. BARRANCO: Well, nobody's asking anything and I'm willing to do it. If I can't do it, I won't do it. But I'm willing to. In my heart of hearts I am willing to do it.

MR. PHILLIPS: In my heart of hearts as a non-Board member I would --

MR. HOLLAND: This, this, point of order, point of order.

MR. PHILLIPS: -- if I'm not on the Board anymore I'm going to sit back here and say hey, folks, can I be a volunteer *pro bono*, but --

MR. HOLLAND: This Assistant, yes, never mind.

MR. SCHERER: Okay. Thank you very much.

MS. GRAY-WILLIAMS: Thank you.

MR. HOLLAND: Good luck.

MS. GRAY-WILLIAMS: I appreciated it, you all have a blessed day and I thank you so much.

MR. SCHERER: Thank you.

MR. PHILLIPS: Good luck. She's so nice.

MR. SCHERER: Dee, is there anything?

MS. WALD: One more case.

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Case: CE10050008

MARCHELOS, VASILIKY

2633 NE 27 TER

MS. PARIS: Our last case will be on page 61. It's a new business case, Case CE, it's at the last page, Case CE10050008. The inspector is Burt Ford, the address is 2633 Northeast 27th Terrace the owner is Vasiliky Marchelos. We have service by posting on the property 9/29/10. Advertising in the Daily Business Review 10/1/10 and 10/8/10, certified mail as noted in the agenda.

INSPECTOR FORD: Burt Ford, Building Inspector, City of Fort Lauderdale, presenting Case CE10050008. City is looking to demolish this building as being unsafe and I'd like to submit the following pictures, as well as the Notice of Violation. Okay.

[Inspector Ford displayed photos of the property]

INSPECTOR FORD: This is a building that started construction, has '07 expired permits; all the permits have been expired, the building master, the electrical, the mechanical, the roof, and there's the, a tree.

What we're going to see in the pictures is the state that it's in now that it's been in for quite some time. We've got the foundation in. It's not a monolithic spot, they've got

footings poured and then they have CBS block with no tie beams connecting anything together. So we've got some freestanding columns.

MR. WEYMOUTH: Stem wall?

INSPECTOR FORD: Yes.

MR. JARRETT: Yes.

INSPECTOR FORD: And you can see freestanding columns, nothing tying anything together and again it has expired '07 permits.

MR. PHILLIPS: Is this over by Coral Ridge?

MR. HOLLAND: It doesn't, [inaudible]

MR. PHILLIPS: In that area?

INSPECTOR FORD: It's at 2633 Northeast 27 Terrace.

MR. PHILLIPS: Where is that?

MR. SCHERER: Okay, is there a respondent here today?
Anybody like to make a motion?

MR. PHILLIPS: Yes, I would. I move we find the violation exists as alleged, and we order property owner to demolish the structure within 30 days, we order the City to demolish the structure, should the property owner fail to timely demolish. Such demolition to be accomplished by a licensed demolition contractor pursuant to City issued demolition permit.

MS. HALE: Second.

MR. SCHERER: Motion, second, any discussion? All those in favor say aye.

BOARD MEMBERS: Aye.

For the Good of the City

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MR. SCHERER: Opposed? Any point of clarifications or, Thornie?

MR. PHILLIPS: Yes, I have, Madame Clerk?

MR. JARRETT: Yes, I just have a question, I think --

MS. PARIS: And we have one more thing, communication to the City Commission, and then I'll pick up all your paperwork.

MR. PHILLIPS: No, I'd like to disseminate to my colleagues.

MR. SCHERER: Thornie, go ahead.

MR. JARRETT: I just have a question for, I think Ginger would be the one answer it. The question came up today about, or someone made a statement, somebody, one of the persons testifying made a statement about the City doesn't have the money to do these demolitions. I'm just curious, of the demolitions that we've recently ordered, like within the last six months, have we been able to fund those demolitions?

MS. WALD: Ginger Wald, Assistant City Attorney, I don't actually handle the demolitions themselves. So I cannot tell you exactly from the ones that you've ordered the last six months how many have occurred.

I can tell you about one because I drive by it almost every day and I can tell you that that was definitely demolished and

that was the one on Davie Boulevard. I forget the name of the company, they were [inaudible]

MR. HOLLAND: The awning company.

MS. WALD: Yes, the awning company. And I know that one was demolished.

MR. PHILLIPS: That was the one you used to own, your family, didn't it?

MS. WALD: The other one that I drive by all the time, that I also know was demolished that this Board ordered was on 2nd Court in the Sailboat Bend district. And that one was demolished too. And again, that's only from my own personal examination, but if you want that, I am sure that Dee and Brian would be more than happy to get that information.

MR. MCKELLIGETT: I can comment to you. I can tell you that there is two demos that have been ordered in the last three months that now we're in the new budget year, we have called the demo company and told them to go forward. So, demos are occurring, we're sending out demo bills. We just received a couple in the office the other day for demos that occurred recently that you have ordered. So yes, we are demoing the properties and we are in a new budget year.

Now, for a demo of this size it's quite possible that the department may have to go to the City Commission and say we need X amount of dollars to demo this property, but that's just what, how it works.

MS. WALD: And I was just, I was just reminded that the one that had caught on fire that we did the emergency demo order?

MR. SCHERER: Oh yes, on third or Andrews? Yes.

MS. WALD: That one was demoed too. So there's three.

Communication to the City Commission

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MS. PARIS: Any communication to the City Commission?

MR. MCKELLIGETT: Consensus.

MR. WEYMOUTH: You're doing a great job.

MS. PARIS: And it's always by consensus. Thank you, I heard that, thank you.

MR. PHILLIPS: I just, I read this [inaudible] as I'm sure a lot of people did. There was a man stabbed at a meeting in an Unsafe Structure Board in Hollywood.

MR. SCHERER: Saw that, I saw that.

MS. HALE: Oh God.

MR. PHILLIPS: No, and I, let me just, I had this thought at Code Enforcement hearings years ago that you're dealing with very serious issues here. You're dealing with people's property and there may be some resistance to this Board representing the City.

And it's an emotional issue, and I, and the Unsafe Structure Board, although it seems to have been pretty good here from my, the two years I've been here, I think it might be a consideration that we, or protection of the staff, you know,

maybe the inspectors maybe perhaps other participants and us. You know, worst-case scenario, someone comes and goes postal.

And we don't really have metal detectors in the City. We don't have a Sergeant at Arms or an Officer here and maybe I'm overreacting, but it may be something we want to suggest to the City, because it is, and we may be seeing more of this. And I read this this morning I'm like, there but the grace of God.

MS. PARIS: Are you putting that into the form of a motion for Communication to the City, because it would need to be by consensus.

MR. BARRANCO: Well, what do we have in the way of security here?

MS. PARIS: As we speak, there's a security guard at the front desk.

MR. WEYMOUTH: Unarmed.

MS. HALE: That's it.

MS. PARIS: An unarmed security guard.

MS. HALE: Unarmed.

MR. PHILLIPS: Like I said, what do we have [inaudible]

MS. HALE: I will tell you that at Code Enforcement we did have a Police officer who attended, especially when we knew we had a volatile case. And I know I was sworn at twice when I was Chair by disgruntled people that we had taken action against and as they walked out the back. And I think Don at one point was followed out to his car after.

But then we saw loads of people, we might have 40 cases, where here, we only have a couple. So the odds of you being sworn at or followed to your car drop when you're on Unsafe Structures, and I do feel safer here, although I don't have a Police officer in the back of the room. But there are cases where if things heated up, you should have a armed Police officer.

MS. WALD: Ginger Wald, Assistant City Attorney. We have had issues in the past where, when we have felt due to either from the code inspector or building inspector or phone calls anonymously to my office that there may be an issue, the request has been made, there is a Police officer liaison who is assigned to the Building Department and on occasion when we have needed them, which was this morning at Special Magistrate, we have asked for that Police officer to be present.

But we usually only do it on a as needed basis. If you want it as communication to the City Commission as stated before, it has to be by consensus.

MR. PHILLIPS: I'd like to make a motion that we have a Police officer here from the Unsafe Structure Board for our, a half-hour before and 15 minutes after the conclusion of our Unsafe Structure Board meetings.

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

MS. HALE: I would add, on an as needed --

MR. SCHERER: There's no second, hang on, there's no second

on the motion.

MS. PARIS: There's a motion on the floor. Right, we need a second.

MS. HALE: Oh.

MR. SCHERER: The motion fails.

MR. PHILLIPS: Well, I could make a motion that we present this article and the suggestion to the City Commission to examine the need for one of the on-duty Police officers to be here during the Unsafe Structure Board.

MR. BARRANCO: I'll second that.

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

BOARD MEMBERS: Aye.

MR. SCHERER: All opposed? Is there a motion to adjourn?

MR. PHILLIPS: Move to adjourn.

MR. SCHERER: Second?

MS. HALE: I'll second that.

MS. PARIS: Thank you.

[Meeting concluded at 5:23 pm.]



BOARD CLERK



JOHN SCHERER, CHAIR

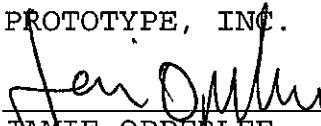
[Minutes prepared by: J. Opperlee, Prototype, Inc.]

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held October 21, 2010, at 3:00 p.m., City Hall, 100 North Andrews Avenue, City Commission Meeting Room, Fort Lauderdale, Florida.

23 Dated at Ft. Lauderdale, Broward County, Florida, this day of November, 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 23 day of NOVEMBER 2010.



D.J. GROSSFELD
MY COMMISSION # DD 867809
EXPIRES: April 26, 2011
Bonded Thru Budget Notary Services



NOTARY PUBLIC
State of Florida at Large

Notarial Seal: