CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
THURSDAY, JUNE 19, 2014 AT 3:00 P.M.
1ST FLOOR COMMISSION CHAMBERS
CITY HALL

Board Members	Attendance	Cumulative Attendance 10/13 through 9/14 Present	Absent
Michael Weymouth, Chair	P	8	0
Joe Holland, Vice Chair	P	6	2
John Barranco [arrived 3:07]	P	6	2
Joe Crognale	P	8	0
Pat Hale	P	8	0
Thornie Jarrett	P	8	0
Don Larson	P	7	1
John Phillips	P	4	4
B. George Walker	P	4	4

City Staff

Lori Grossfeld, Board Secretary
Jeri Pryor, Code Enforcement Supervisor/Clerk
Porshia Goldwire, Administrative Aide
Rhonda Hasan, Assistant City Attorney
George Oliva, Building Inspector
Alex Hernandez, Interim Building Official
Jamie Opperlee, ProtoType Inc. Recording Clerk

Communication to the City Commission

None

Witnesses and Respondents

CE12050621: Robert Sinofsky, buyer; Tishaunta Jones, owner's daughter; Randi Larondos, owner's daughter; Robert Strong, owner's brother.

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	1013 NW 5 ST	
Disposition:	63 days to demolish the property or the City will demolish and the owner to reappear in 28 days. Board approved 7-2.	
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The regular meeting of the Unsafe Structures Board convened at 3:00 p.m. in the 1st Floor Commission Chambers, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

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 May 2014 meeting. In a voice vote, motion passed unanimously.

1 **Cases**

2 **1. Case: CE12050621** INDEX

3 **LARONDOS, GRACIE L EST**

4 **1013 NW 5 ST**

5 MS. PRYOR: Alright ladies and gentlemen today we
6 have a new case on your agenda, there's one case. Case
7 number CE12050621, Inspector George Oliva, case address 1013
8 Northwest 5 Street, the owner is Gracie Larondos estate.
9 Notice of violation posted on the property 5/1/14,
10 advertised in the Daily Business Review 5/30/14 and 6/3/14.
11 Certified notices sent to those listed on the agenda.
12 MR. WEYMOUTH: Very good.
13 INSPECTOR OLIVA: May I now?
14 MS. PRYOR: Now you may testify.
15 INSPECTOR OLIVA: Okay. George Oliva, Building
16 Inspector for the City. I'm going to be presenting case
17 number CE12050621 on today's agenda. This case was opened on
18 May 7, 2012 by the Fire Department. The following pictures
19 were taken by me and I would like to submit them into the
20 records.
21 [Inspector Olive displayed photos of the property]
22 The pictures are showing -- one moment -- okay the
23 pictures are showing the outside of the property. That
24 property was secured by the City Fort Lauderdale. It's
25 showing that the roof is sagging already in a few areas as

1 you can see in a close look.

2 There's another look of the roof, there is in the

3 rear of the property, and that's one of the penetrations of

4 rain to the roof where the roof give in. That's another part

5 that is sagging. That's another view of the roof. And

6 that's the board-up, there's no windows and no door in that

7 property. They were removed and City boarded it up due to

8 that it was wide open when we got there.

9 That's the damage to the structure to the framing

10 of the property. Those are more damage that was done and we

11 boarded up that the opening also. That's another opening in

12 the roof deck you can see that can be uplift. That's a gable

13 in the attic which is wide open and also could be uplifted by

14 the high winds in a hurricane.

15 And that's, no, that's part of the roof deck but

16 keep going. And that's the way we found the property when we

17 got there it was completely wide open, all the windows were

18 removed and that property sits right across from an

19 elementary school so that it was an emergency board-up that

20 we did on the property.

21 Those are more views of the property the way it was

22 when we opened the case in 2012. As you can see, there was

23 no windows, there were already damage in the inside by the

24 penetration of water. The property owner had somebody put a

25 roof tarp on the roof but the damage already was done to the

1 trusses and to the rafters and to the floor joists as you're
2 going to see my previous pictures.
3 That's the interior, you could see that the ceiling
4 already gave in by the water, the rainwater penetration.
5 That's a blue tarp from the roof that is already hanging
6 inside the -- that's another view from the outside where the
7 electric meter is that we asked Florida Power and Light to
8 have it removed. That's another view of the ceiling and the
9 roof deck. And you can see the water damage already. That's
10 another view on the flat deck in the back where I was taking
11 that picture that's the floor joists. You can see they're
12 already giving in there's a lot of damage done by the weather
13 and the rainwater penetration.
14 So at this moment I'm asking the Board to find for
15 the City that this property is unsafe and to order the owner
16 to demolish in the next thirty days.
17 CHAIR WEYMOUTH: Okay. Any questions for the
18 Inspector before we hear from the respondent?
19 MR. CROGNALE: Yes I do. Just one question.
20 CHAIR WEYMOUTH: Go ahead Joe.
21 MR. CROGNALE: Inspector, there's one photo in
22 there that should be mast, power to the mast and it showed it
23 still connected.
24 INSPECTOR OLIVA: Right, that --
25 MR. CROGNALE: I assume that that's disconnected

now?

INSPECTOR OLIVA: Yes sir. When we got there that was back on 2012 power was on.

MR. CROGNALE: Okay.

INSPECTOR OLIVA: So we asked Florida Power and Light as an emergency to remove it. They removed the meter and everything.

MR. CROGNALE: Yes, it showed it connected to the combo box and that's why I asked the question.

INSPECTOR OLIVA: Right. So it's cut from the pole.

MR. CROGNALE: Thank you.

CHAIR WEYMOUTH: Thornie?

MR. JARRETT: Yes, they, that one picture that exposed the wood lathe on the outside, I assume this is a frame, wood-frame structure with wood lathe and stucco, is that the --

INSPECTOR OLIVA: Yes sir.

MR. JARRETT: It's not CBS.

INSPECTOR OLIVA: No, not a CBS.

MR. JARRETT: No.

INSPECTOR OLIVA: It has an addition that is CBS but the original is a framing.

MR. JARRETT: I see.

INSPECTOR OLIVA: With stucco.

CHAIR WEYMOUTH: Okay, any other questions? Is there anybody that wants to speak on behalf of -- please step up, give us your name.

MR. SINOFSKY: I just wanted to --

MS. PRYOR: Up on the microphone. State your name for the record.

[At 3:07, Mr. Barranco arrived]

INSPECTOR OLIVA: Sate your name.

MR. SINOFSKY: Hi, good afternoon Commission, my name is Rob Sinofsky, I'm the purchaser of the property. I just wanted to add that about seventy-five percent of the structure is concrete block. We've had our contractor look over the property and his professional opinion, it definitely can be saved. Obviously the roof needs to be redone. The problems with the flooring, they're mainly from exposed roof and it's not necessarily the joists and everything it was just the wood flooring that gave way.

I live in this City, I live five minutes from the property and basically we are driving by almost every day to make sure it's staying secured. We've covered the meter up with duct tape and we fenced property. Anything we need to do to take immediate action on we will and we're ready to take necessary action within thirty days to start pulling the necessary permits to bring it up to code. And it's definitely a property that can be saved and really doesn't

need to be demolished.

We just got involved about two weeks ago and we're working through some title stuff. We're set to close next week and like I said we've had multiple contractors look at the property. I have a letter from one -- I think the gal's making a copy -- that in his opinion that definitely can be saved.

So I wanted to add that, it was mainly the CBS. It is a majority of CBS. There's two walls that are frame and those can either be torn down and reframed or we'll put concrete block back in its place. But structurally it's, the main part of the house definitely can be salvaged.

MR. PHILLIPS: What is your name?

MR. SINOFSKY: Robert Sinofsky.

MR. PHILLIPS: Sinofsky?

MR. SINOFSKY: Yes.

MR. PHILLIPS: So you're not the owner yet.

MR. SINOFSKY: Not the current owner. No, I'm under contract to close next week. The current owners are --

MR. PHILLIPS: And what's the name of your company?

MR. SINOFSKY: All Coast Property Group.

MR. PHILLIPS: Who is Florida Coral -- oh. Okay, so you have a contract to buy this?

MR. SINOFSKY: Yes.

MR. PHILLIPS: When did you sign that contract?

1 MR. SINOFSKY: Approximately ten days ago to two
2 weeks. I have it here, but approximately two weeks ago.
3 MR. PHILLIPS: Is this a short sale?
4 MR. SINOFSKY: No, no. We just got title
5 commitment back yesterday. There's some title questions but
6 there was an unrecorded deed so once that gets recorded we're
7 expecting all the, a lot of, all of the title issues to go
8 away. I know the sellers had another buyer and I think it
9 was with Habitat for Humanity. So they're just not -- we do
10 this professionally. This is right down our alley. We're
11 not here to waste anyone's time. And we realize it's right
12 across from the school so we're ready to take immediate
13 action on this.
14 CHAIR WEYMOUTH: Okay. Any questions -- Joe?
15 MR. CROGNALE: Yes, one question sir. You're now
16 the potential owner, you're going to be the potential owner
17 of the place.
18 MR. SINOFSKY: Yes, we're under contract for this.
19 MR. CROGNALE: And you indicated, you made a
20 statement that you're going to have a contractor come in and
21 bring this all up to code.
22 MR. SINOFSKY: Yes.
23 MR. CROGNALE: Correct. Have you gotten any
24 estimates from your contractors as to --
25 MR. SINOFSKY: Yes, we've gone --

1 MR. CROGNALE: -- approximately what this is going
2 to cost you?
3 MR. SINOFSKY: Yes. We haven't gotten a detailed
4 report because that could take him hours and we wanted to
5 make sure we get past this hearing and whatnot. So we're, we
6 would, we're knocking it back and forth whether we want to
7 knock it down and start over or rebuild, but we found that it
8 can be rebuilt and makes financial sense to do that. We're
9 probably estimating sixty to seventy thousand in work
10 potentially.
11 MR. CROGNALE: So your advisor has advised that it
12 is a doable project to put it back to code?
13 MR. SINOFSKY: Yes. I have a letter here from the
14 contractor. His license number is on there and phone number
15 and all that good stuff.
16 MR. CROGNALE: That's the end of my questions.
17 CHAIR WEYMOUTH: Don't sit down.
18 MR. SINOFSKY: So basically we just need some time.
19 Within thirty days we're ready to start pulling permits. We
20 just wanted to get past this step before we started that
21 process. We are ready to do architectural plans, do
22 everything up to code and with permits and, we've done this
23 before within the City and outside the City and that's
24 basically what our company does. And we like working with
25 Fort Lauderdale, some things they're a little stringent on.

1 But at the end of the day it's good for all of us.
2 MR. WALKER: Chairman, I have one question.
3 CHAIR WEYMOUTH: Yes sir.
4 MR. WALKER: Mr. Sinofsky, have you been before
5 this Board on a different property?
6 MR. SINOFSKY: Actually I have, yes.
7 MR. WALKER: I thought that was the case. And
8 remind me if I'm not remembering it correctly, but you
9 remediated that one.
10 MR. SINOFSKY: We did, yes.
11 MR. WALKER: Okay.
12 MR. SINOFSKY: I should have brought pictures. It
13 was very similar property and you drive by it today and it's
14 a nice house, new windows, roof and everything and --
15 MR. WALKER: Right.
16 MR. SINOFSKY: -- did a good job for the
17 neighborhood. So yes, yes.
18 MS. HALE: You are simply the investor, you don't
19 do the contracting.
20 MR. SINOFSKY: We don't do the work, yes, we find
21 the houses, yes we, yes. Exactly, I'm not a contractor.
22 MR. LARSON: Sir, Robert, you went in and inspected
23 it?
24 MR. SINOFSKY: I did yes, several times. And we
25 went with --

1 MR. LARSON: What was the condition of the joists
2 and the floor?
3 MR. SINOFSKY: They seemed fine. The contractors
4 looked at them, they did their thing, basically. I don't know
5 exactly. And they found that they could definitely be fixed.
6 Like I mentioned before, you see in the pictures, there is a
7 hole in the floor but it's because of the roof has a hole in
8 it and the water's damaging the wood floors. Or in some
9 areas they're tile.
10 But the main joists, you don't feel any caving, and
11 like I said, my contractor did his thing. I walked around, I
12 said this looks solid and then I brought my contractor in.
13 So, we expect the joists to be fine and just rebuilt on top
14 of them.
15 MR. LARSON: And you're taking their word for it.
16 MR. SINOFSKY: Yes. Because I've done a lot of
17 work with them. They've actually helped me with the other
18 property and they're the experts at what they do so yes. And
19 I've had two look at it. One wrote me a letter, one --
20 MR. LARSON: And what's the condition of the joists
21 in the ceiling?
22 MR. SINOFSKY: Those are going to need to be --
23 some are okay, some need, do definitely need to be replaced
24 by that's almost normal for us and we're used to doing that
25 kind of stuff. And obviously we'll bring in an expert that

1 does that, you know, a roofing, so.
2 But there's some exterior walls like those two
3 walls we're not just going to be putting a roof on it we got
4 to make the structural, the whole, all the walls sound first.
5 MR. JARRETT: Can I ask him a question?
6 CHAIR WEYMOUTH: Thornie.
7 MR. JARRETT: I assume that you're going to ask us
8 for an extension of time. And my first question would be,
9 since you do this and you've got a track record of doing it,
10 you probably have to be able to give us a pretty short time
11 frame on it, correct?
12 MR. SINOFSKY: Sorry?
13 MR. JARRETT: You would probably be able to give us
14 a short time period that you could have things moving.
15 MR. SINOFSKY: To start pulling permits, yes.
16 Within thirty days I think, by the time we get plans and
17 stuff like that, yes.
18 MR. JARRETT: So, within thirty, if we gave you
19 some kind of an extension you could be here in thirty days
20 with a set of plans that have been submitted to the City?
21 MR. SINOFSKY: I expect so, yes we'll definitely
22 get rolling on pulling permits now.
23 MR. JARRETT: And you would agree to board up the
24 house to make it safe, especially across from an elementary
25 school?

1 MR. SINOFSKY: Yes. It is now. We drive by it.
2 We've locked it up a few times.
3 MR. JARRETT: Oh okay. It is completely secured
4 now?
5 MR. SINOFSKY: In my opinion, yes.
6 MR. JARRETT: Okay.
7 MR. SINOFSKY: I did see a picture of that top
8 attic, I think there's been covered up since, but we can --
9 MR. JARRETT: Yes. You realize that we're in
10 hurricane season, and there's obviously loose elements of
11 that structure that in a bad storm could end up going through
12 the neighbor's roof and the neighbor's -- what could you do
13 that immediately?
14 MR. SINOFSKY: Start pulling permits and plans and
15 get the, get a job started. It would be the walls and the
16 roof and you know, our normal process. We are ready to move
17 forward we're not waiting on anything to be able to fund this
18 or anything. We're ready to go ahead with everything. We're
19 just waiting on the title work to get finished and we're
20 expecting to close on the twenty-sixth.
21 CHAIR WEYMOUTH: Counselor?
22 MS. HASAN: Good afternoon, members of the Board.
23 Rhonda Montoya Hasan with the City Attorney's Office. Just
24 started a few weeks ago.
25 CHAIR WEYMOUTH: We'll go easy on you then.

1 MS. HASAN: Oh, it's not a problem. I appeared
2 before the USB in Miami-Dade for seventeen years.
3 CHAIR WEYMOUTH: There we go.
4 MS. HASAN: The City has a couple of concerns.
5 Obviously, as the Inspector noted, it's right across from an
6 elementary school. This case is not a new case. In
7 reviewing the file I understand that another gentleman came
8 forward on the last occasion and represented himself as the
9 trustee. Also, as one of the Board members mentioned, we are
10 in hurricane season.
11 The letter, a lot of the documents that the City
12 has received are very recent in nature. The contractor
13 letter, I discussed the position with the Building Official.
14 That's not a valid letter in our opinion. To, for someone --
15 CHAIR WEYMOUTH: Which letter, I'm sorry?
16 MS. HASAN: The contractor. Really, to be, the one
17 -- yes, that undetailed letter that was submitted today.
18 Normally we would prefer to have a signed and sealed letter
19 from an engineer giving us some detail on the structural
20 elements of the home, since it was damaged in a fire. That's
21 number one.
22 But number two and more seriously is, from the City
23 Attorney's position, there are some serious ownership issues.
24 So I don't, it's my professional opinion that the matter may
25 not be wrapped up in short order. The unrecorded deed that

1 was passed out to you all was just executed on this week. I
2 personally did a fairly exhaustive search because I received
3 the sales contract, also signed a very short time ago and saw
4 a number of different initials and signatories to that
5 contract.
6 The status of the property as of yesterday,
7 according to the Property Appraiser's office is that there
8 was a single woman who died a year ago. I've been advised by
9 the potential buyer that in fact she was allegedly married
10 and this quit claim deed is from her husband to others. That
11 kind of title issue -- and again, that's been, there's no
12 probate action that's current or filed in Broward County,
13 there are no documents, again, that would indicate anything
14 other than that this property is currently owned by an estate
15 and that's it.
16 So I'm not confident that the title issues will be
17 resolved necessarily in a week's time, particularly in light
18 of the fact that it's been a year since the woman passed away
19 and the trustee that allegedly appeared the last time now in
20 fact may not have been a trustee at all and now there's a --
21 MR. PHILLIPS: Can I ask something? What last
22 time? I thought this was the first hearing.
23 MS. HASAN: I was advised that there was another
24 hearing, there was a, I thought there was another hearing on
25 the matter.

1 MR. HOLLAND: Might have been Code Enforcement.
2 INSPECTOR OLIVA: George Oliva, Building Inspector
3 for the City. We had this case ready to come to USB almost a
4 year ago and Ginger withdraw the case because a buyer came
5 from another association of people that they, or Habitat for
6 Humanity and they were trying to buy --
7 MR. PHILLIPS: Habitat?
8 MS. HASAN: Yes.
9 INSPECTOR OLIVA: I think it was Habitat or -- it
10 was a group of investors and then Habitat came in too, and
11 Habitat was going to take over the property. So we withdraw
12 it as a courtesy for the buyers.
13 MS. HALE: This is a new case.
14 INSPECTOR OLIVA: But this coming back as a new
15 case right now. We have another case that we withdraw and we
16 close and we put this one back. It's a new case.
17 MS. HALE: Okay.
18 MR. PHILLIPS: Can I ask Rhonda a question?
19 MS. HASAN: Of course.
20 MR. PHILLIPS: You know --
21 MS. HASAN: So I apologize, my confusion, but I did
22 see that there was a representation made by someone who
23 purported to represent the estate. Which now is completely
24 different.
25 MR. PHILLIPS: Yes, okay. My question is to you

1 and I guess to Mr. Sinofsky -- is he still here?
2 CHAIR WEYMOUTH: Yes.
3 MR. PHILLIPS: You know, the title says it's
4 scheduled, it said it's scheduled --
5 MR. LARSON: Twenty-sixth.
6 MS. HALE: The twenty-sixth.
7 MR. PHILLIPS: -- the closing is scheduled, it
8 doesn't say it's going to take place, number one. And number
9 two, if you look at the chain of title -- if you want to call
10 it that -- Gracie was married to Randy and then she died,
11 then it was owned by Randy, seems to me that he would have a
12 life estate and it would be remainder. So, you're dealing
13 with Florida Homestead which is a legal chameleon. So, what
14 if there are title problems, are you still going to go
15 through with the closing and get this thing wrapped up?
16 MR. SINOFSKY: We're used to working through title
17 problems. It's just a matter of what they are and the time
18 it'll take.
19 MR. PHILLIPS: I mean, the price is, the price is
20 what it is, it's not that much.
21 MR. SINOFSKY: Yes. So, I guess, going back from
22 what the sellers are telling me, they were very close to
23 closing and they kind of worked through the title issues but
24 at that point they found out what they needed and it was this
25 quit claim deed which should have resolved all issues and the

1 buyer got tired of waiting at that point or whatever the case
2 is. So they feel confident that they have what they need to
3 clear the titles.
4 MR. PHILLIPS: Well, I don't, it's not what they
5 think they have.
6 MR. SINOFSKY: I understand, sure.
7 MR. PHILLIPS: Do you feel comfortable in the deed
8 title you're going to get so that you close, so this work is
9 done?
10 MR. SINOFSKY: Well, if my attorney signs off on
11 it, then I would be confident. That's not my area of
12 expertise.
13 MR. PHILLIPS: Well, your attorney's also the
14 closing agent.
15 MR. SINOFSKY: Yes, that's what I meant, I'm sorry,
16 the closing agent.
17 MR. PHILLIPS: And I don't see a title commitment.
18 MR. SINOFSKY: I have one here.
19 MR. PHILLIPS: Can I take a look at it?
20 MR. SINOFSKY: Sure.
21 MR. PHILLIPS: I'm sure the Homestead issue's come
22 up and you may have to open a --
23 MR. SINOFSKY: They do, because --
24 MR. PHILLIPS: And you may have to open up a
25 probate case, which is another six months.

1 MR. SINOFSKY: From what, the sellers have been
2 advised if they had this deed that it would taken care of it.
3 Some things that came up on the title commitment they just
4 need to be worked through, so.
5 MR. PHILLIPS: Can I take a look at it?
6 MR. SINOFSKY: Sure.
7 MR. PHILLIPS: In other words, if I feel more
8 comfortable that if you said you're going to close, I mean,
9 for the amount of the purchase price, I'm not going to
10 disclose that because it's, it's, for the relatively small
11 amount, versus the potential damage to the neighborhood in a
12 hurricane with this building, I'd feel more comfortable that
13 if you closed with the title issues, resolve that down the
14 line and get the place fixed up.
15 MR. SINOFSKY: It's something we would definitely
16 consider. We just need to know what we're working with I
17 guess so we have something to work off of. But we just got
18 the title commitment yesterday which I don't know if I
19 brought it. So we really didn't have time to go back, even
20 back and forth to the attorney to say hey, we have this deed.
21 MR. PHILLIPS: Are you sure you have it with you?
22 MR. SINOFSKY: I, yes, let me check here.
23 MR. CROGNALE: Mr. Chair?
24 CHAIR WEYMOUTH: Go ahead Joe.
25 MR. CROGNALE: Yes, I have a question for the

1 potential owner. It seems like the owners --
2 MR. PHILLIPS: Thanks.
3 CHAIR WEYMOUTH: Joe, hang on a second, let's,
4 let's, let's --
5 MR. CROGNALE: It seems like the --
6 CHAIR WEYMOUTH: Let's finish one topic before we
7 start another. Unless you need a few minutes Jack.
8 MR. PHILLIPS: Yes, it says here they've got to get
9 a satisfaction of mortgage.
10 MR. SINOFSKY: Which we have.
11 MR. PHILLIPS: You did, okay. Code Enforcement
12 lien releases.
13 MR. SINOFSKY: There's a few liens on the property,
14 I think totaling almost, about three thousand dollars which
15 we're fully prepared to have them paid off.
16 MR. PHILLIPS: Okay, you'll get to do that. Review
17 the probate proceedings of estate of William Bryant.
18 MR. SINOFSKY: They're -- so we just got that back
19 --
20 MR. PHILLIPS: Yes.
21 MR. SINOFSKY: We need to go back to them and
22 provide documentation that, what I'm being told, should clear
23 all that up, so --
24 MR. PHILLIPS: Corrected quit claim deed. Order
25 determining Homestead.

1 MR. SINOFSKY: But again, from what we've been,
2 what I'm being told that what we have, the documentation not
3 I have, that they have --
4 MR. PHILLIPS: I mean, these things can be done but
5 I don't think you're going to get it done in a month,
6 realistically.
7 CHAIR WEYMOUTH: Okay.
8 MR. PHILLIPS: That's the only reason I'm saying
9 it; I don't think that --
10 MR. SINOFSKY: If there's title issues and we have
11 to go through probate it could take longer. Now would we
12 close without taking with title issues let's call them, we've
13 done that plenty of times before.
14 CHAIR WEYMOUTH: Alright --
15 MR. SINOFSKY: We just need to discuss this.
16 CHAIR WEYMOUTH: Let's move this along. We realize
17 that there's some title issues and things that need to be
18 done, but.
19 MR. SINOFSKY: If we, within thirty days we'll have
20 a very clear picture of where the title stands and have a
21 definitive plan put together.
22 MR. LARSON: There's no way in hell it's going to
23 get done in thirty days.
24 CHAIR WEYMOUTH: Joe?
25 MR. CROGNALE: Yes, we're, the Board's being asked

1 to potentially give an extension for the owner, which you
2 represent, to grant a extension to repair. But here we are
3 we don't know who the owner is. We're being asked to give an
4 extension to someone we don't know that has title, valid
5 title.
6 But in the meantime, we still have a house that's
7 destroyed, code violations and in the meantime that goes on.
8 The liability if that house goes on. The question I have for
9 the counselor, if I could, is there such a thing in the
10 statutes that the, in this situation that they could post a
11 bond to ensure that this stuff is going to be done?
12 MS. HASAN: I'm not aware of that. And then again,
13 we would also go back to who would be the ultimate
14 responsible party, and how would that bond, assuming one
15 could be posted, how would we enforce that. Because as I said
16 you've absolutely characterized it correctly, the --
17 MR. CROGNALE: Whoever puts the money up for the
18 bond is going to enforce it; they're going to be enforced.
19 There's a financial burden with the bond.
20 MR. LARSON: [inaudible]
21 MS. HASAN: I'm not aware of something like that in
22 our ordinance.
23 MR. LARSON: We don't know who the owner is.
24 MS. HASAN: Again, for the City's purposes, the
25 estate owns the property; there is no probate that opened.

1 If there was an issue that the rightful heirs knew about this
2 and before and the seller, that seller left because it was
3 taking too much time. Nothing has moved forward in the
4 interim in anticipation of an additional buyer --
5 MR. CROGNALE: Okay.
6 MS. HASAN: -- which again, gives the City great
7 concern that it's been sitting there for a couple of years in
8 such a state. And if you do look at the issues delineated in
9 the handout, there are a lot of issues to work through on the
10 title side. There are a lot of inconsistencies of the
11 documentation.
12 CHAIR WEYMOUTH: Well, I don't want to task this
13 Board with trying to figure out --
14 MS. HASAN: And I'm not a probate --
15 CHAIR WEYMOUTH: -- how to correct the situation.
16 MS. HASAN: Right.
17 CHAIR WEYMOUTH: I think we need to get back
18 focused on what we're supposed to be doing here.
19 MS. HALE: Yes.
20 CHAIR WEYMOUTH: So, if there's no other specific
21 questions for this respondent, I believe there's somebody
22 else that wants to speak. Is there any other questions
23 before we excuse him? Sir, I don't think you were sworn in
24 when you came in so if somebody could swear him in for me
25 please.

1 MS. PRYOR: And then afterwards, come in and sign in
2 [inaudible]
3 MS. GROSSFELD: Do you affirm to tell the truth, the
4 whole truth in today's proceedings?
5 MR. STRONG: Yes.
6 CHAIR WEYMOUTH: Would you give us your name
7 please, sir.
8 MR. STRONG: My name is Robert Strong.
9 CHAIR WEYMOUTH: Go ahead, sir.
10 MR. STRONG: I am the brother of the deceased and I
11 initiated contact with the City after the death of my sister
12 and I spoke to Mr. Oliva in the past. We, I've been
13 assisting the children of the deceased in dealing with this
14 property, and I was doing it as a family member but in
15 response to the City's concern.
16 I've spoken to the Community Redevelopment agency,
17 I've spoken to Commissioner Dubose, I've spoken to other
18 officials who's in the housing business, we initiated contact
19 with Habitat of America, who expressed an interest and they
20 were the ones to request an extension of the first, at the
21 first hearing. They didn't -- I guess they showed up, but
22 this was subsequent to my discussion with Mr. Oliva that we
23 had a potential buyer in Habitat.
24 And we were given an extension at that time. And
25 that was in the fall of 2013. We thought we would be closing

1 and we were told by January of 2014. That didn't happen.
2 Subsequently, we had another buyer who had interest and we
3 met with them, two female prospective buyers from Deerfield
4 Beach and we met and discussed and we felt confident that
5 they would buy. That is when they had reasons to not buy.
6 And then we had this gentleman and his company to
7 request the opportunity to buy it and that's where we are
8 now. I stand here in support of his request for an extension
9 of time. Why? Because the estate -- we have members of the
10 estate present -- three daughters. There's one brother who
11 is not present because he's at work.
12 The point is, they have a vested interest in the
13 property. The property was originally built by my aunt and
14 her husband, and passed on to the deceased, and now we are at
15 this point where we're dealing with the estate of the
16 deceased.
17 So what the children would like in this case is to
18 liquidate the property and move on with their lives. Other
19 options were entertained but because of circumstances they
20 prefer to just liquidate the property and move on. In other
21 words, get the City off our back. And that's what we were
22 hoping for and we were happy to have this gentleman show
23 interest in buying the property.
24 So I stand here in full support of his request for
25 an extension because in good faith we've been trying to do

1 what was right. And we've dealt with the City in an ongoing
2 way so it's not like we've been neglecting the property
3 because we wanted to.
4 We've checked into the demolition part and I was
5 given an estimate of ten thousand dollars. That included re-
6 sodding the property after it's demolished. So, if it's,
7 it's a lot of things involved. But I stand here and ask your
8 consideration of his request for time.
9 CHAIR WEYMOUTH: Okay.
10 MR. STRONG: Okay.
11 CHAIR WEYMOUTH: Any questions for Mr. Strong?
12 MR. JARRETT: I have one.
13 CHAIR WEYMOUTH: One question Mr. Strong.
14 MR. STRONG: Yes.
15 MR. JARRETT: Can you shed any light on the
16 questions that Mr. Phillips raised about the probate and so
17 on or -- maybe, Jack you can like take over that question.
18 MR. PHILLIPS: Yes, Florida has a thing called
19 Homestead that they call it a legal chameleon and it kind of
20 changes color against what it's up against. So, in this
21 situation you may need an order from probate determining who
22 gets the -- so there's a title issue. I think there's a
23 title issue and it's going to take a while and -- you know,
24 it could have been cleared up over the last year.
25 MR. STRONG: As far as title, I can give you the

1 history of the title.

2 MR. PHILLIPS: No.

3 MR. STRONG: But, but my point is, the family

4 doesn't see it as a problem. And that's because we don't

5 have any unknowns out there in terms of ownership of the

6 property. The property was passed from my aunt to Gracie

7 Larondos and --

8 MR. PHILLIPS: Then she got married.

9 MR. STRONG: She got married.

10 MR. PHILLIPS: And then she died.

11 MS. HASAN: That's actually not correct. The

12 property passed to your sister and you. And there's a quit

13 claim deed that's in the file that note that Ms. Larondos, a

14 single woman, and Mr. Strong, a single man, owned the

15 property at some point as tenants in common and Mr. Strong

16 quitclaimed to his interest to his sister, which again, in

17 the quit claim deed drafted by Kubicki Draper says a single

18 woman, so.

19 MR. STRONG: That was the latest event.

20 MS. HASAN: That was done in 2012.

21 MR. STRONG: 12. That was second to the initial

22 deed transfer to Gracie Love before she was married and the

23 records would show that. But the property is what I'm

24 suggesting is clear. What this suggests as far as what was

25 involved in the deed with my name on it related to the City

1 of Fort Lauderdale in an effort to rehab the property while
2 Gracie was living, and that was being done and we had to
3 satisfy the City with the ownership and that's why that deed
4 was made.
5 MR. PHILLIPS: Was there any fire insurance paid
6 when this happened?
7 MR. STRONG: That I could not tell you. I'm not
8 aware. I'm not even aware of a major fire at the property.
9 There might have been a fire but it didn't destroy or change
10 the appearance of the building. And that happened during a
11 period of time when the family was living there, and I took
12 the initiative in trying to get them out of there. And after
13 that, Gracie attempted and applied for rehab status and got
14 it with the City of Fort Lauderdale. She was in a temporary
15 location pending the beginning of the rehab.
16 So what I'm suggesting is that for the last three
17 to four years there's been an effort to do something with the
18 property but unfortunately we lost a family member and her
19 children needed help. I involved myself to satisfy what the
20 City needed in terms of the deeds but the property wasn't
21 deeded to me by my aunt. And that was a key point and the
22 family is fully aware of that.
23 CHAIR WEYMOUTH: Yes sir.
24 MR. LARSON: Mr. Chairman, I'm like some of the
25 rest of us here, I'm concerned about the time element on this

1 thing. Do you mind if I ask Jack a question, if he could --
2 CHAIR WEYMOUTH: I think you probably need to
3 direct it probably to the City's counselor.
4 MR. PHILLIPS: Ask her.
5 MR. LARSON: Alright, let me ask you.
6 MS. HASAN: I'll try, yes sir.
7 MR. LARSON: Okay. In the chain of command that
8 Mr. Strong here said that he deeded the quit claim deed back
9 to his sister. At that time his sister was still single, am
10 I correct?
11 MR. STRONG: The initial transfer of ownership came
12 from my aunt. Actually it came from my aunt in a will to the
13 oldest child --
14 MR. LARSON: Okay.
15 MR. STRONG: -- who is present. And later on,
16 before my aunt passed she decided to so transfer the property
17 ownership to Gracie, whose name was Love at the time.
18 MR. LARSON: Okay. That's where I'm starting from,
19 from Gracie, where Love is.
20 MR. STRONG: Yes.
21 MR. LARSON: Okay? And now, you transferred it,
22 you transferred your share of it back with a quit claim deed
23 to Gracie, is that correct?
24 MR. STRONG: Gracie and, in consultation with the
25 law office across the street, for whatever the reasons were,

1 suggested that it may be better in terms of the overall
2 application that I share my ownership of the property.
3 Gracie and I signed a document because the whole idea of
4 doing this had to do with rehabbing the property and the City
5 of Fort Lauderdale and the CRA would do it.
6 MR. LARSON: That doesn't answer my question.
7 MS. HALE: No.
8 MR. STRONG: I didn't transfer --
9 MR. LARSON: You signed a quit claim deed, correct?
10 MR. STRONG: No, I didn't. I signed a quit claim
11 deed, the one that has my name on it. That's the only deed
12 that I signed.
13 MR. LARSON: Yes, but who did you sign it to?
14 Gracie?
15 MR. STRONG: Gracie.
16 MR. LARSON: Okay. And was that, was she single at
17 the time?
18 MR. STRONG: She was not single but she may assumed
19 she was, since she was not --
20 MR. LARSON: That's not what I asked you.
21 MR. STRONG: No, I don't I don't --
22 MR. LARSON: Follow me, follow me if you can, okay?
23 MR. STRONG: Okay.
24 MR. LARSON: All I want to know is, you transferred
25 it back to Gracie. What she single or married at the time?

1 it back to Gracie. What she single or married at the time?
2 MR. STRONG: As far as I know, I don't know, as I
3 said, because she wasn't living with her husband.
4 MR. LARSON: Okay, alright. That's going to help
5 me. Since you're not sure.
6 MR. STRONG: No, I'm not.
7 MR. LARSON: Then I'm not sure of what I want but
8 I'm going to -- if she was single at the time when she
9 transferred it and then she remarried, then there is doubt
10 interest involved in that property and it's going to have to
11 go to probate from my understanding. Am I correct?
12 MS. HASAN: Yes, that would be correct. And also,
13 just for clarification, not to -- and I'm far from a probate
14 expert or a real estate expert, I'm happy to say what I'm not
15 an expert in -- but the quit claim deed that Mr. Strong
16 executed with his sister, in the body of the deed it notes
17 that Mr. Strong and his sister were joint owners of that
18 property as a result of being heirs of the prior property
19 owner who died intestate.
20 So Mr. Love -- again, according to the quit claim
21 deed that is duly recorded in the public records -- died in
22 1996. It took from 1996 until 2012 to establish ownership
23 because Kubicki Draper, in addition to the quit claim deed,
24 filed an affidavit about the intestate status of the prior
25 owner as well as a death certificate. And thus, and also

1 all the funeral expenses of the prior owner had been paid and
2 that satisfied the transfer of ownership to avoid probate in
3 the absence of a will of the prior owner.
4 So, that took from 1996 until 2012 to accomplish.
5 In 2012 Mr. Strong quit claimed at the same time his interest
6 to his sister. And like I said, the deed reflects that both
7 were single individuals.
8 CHAIR WEYMOUTH: I'm not trying to --
9 MR. LARSON: She gets married after the fact that
10 he transferred. Was he, did she get married after that fact
11 is what I'm trying to establish. And if she did, then
12 there's another heir out there because of the --
13 MR. PHILLIPS: Mr. Chairman, can I make a statement
14 -- we're going down these rabbit holes --
15 MR. LARSON: But it's not going to do us any good.
16 CHAIR WEYMOUTH: That's exactly what I was getting
17 ready to say. Is that, you know, we've got an issue in front
18 of us here that we need to resolve and there's, none of this
19 is going to get resolved [inaudible].
20 MR. PHILLIPS: The simple matter is, is the buyer
21 going to close with the title commitment. Yes or no. We
22 don't have any evidence that that's going to take place. As
23 a matter of fact, I can't see how it's going to close. So,
24 if in the next month they get together and they file a four
25 hundred dollar probate fee here and a three hundred dollar

1 fee there and they get an order of Homestead, an order of
2 disposition and they get curative deeds and they open up the
3 estate for the before -- whatever they've got to do, that's
4 on them. Mr. Sinofsky is the one who has to decide if he's
5 going to buy it.
6 CHAIR WEYMOUTH: Correct.
7 MR. PHILLIPS: With or without good title.
8 CHAIR WEYMOUTH: Correct.
9 MR. PHILLIPS: As far as we're concerned, I think
10 that's irrelevant to our decision given the danger this
11 poses.
12 CHAIR WEYMOUTH: You are correct. Joe?
13 MR. CROGNALE: Mr. Chair.
14 MR. HOLLAND: Yes, I think very interesting
15 discussions but our job is the risk to the greater community,
16 which is greater in this heading into hurricane season as
17 stated. And I'm inclined to move the item with the
18 recommendation of the City's thirty days --
19 CHAIR WEYMOUTH: Well, let's --
20 MR. HOLLAND: -- and if I may finish, and rely on
21 the discretion of the City to work with the prospective
22 buyer. If a storm comes up the City could probably have it
23 demolished quickly which would make things safe.
24 You close on the property as prospective owner, you
25 could also do it, save some money and not have the lien

1 associated with. But I trust the discretion of the City as
2 we have at prior meetings, particularly the last meeting.
3 Just because we order a demolition in thirty days
4 doesn't mean the funds are available or it's going to happen
5 but I think the City is responsible enough that with an
6 impending storm they could get the property down in very
7 short order.
8 And I think that actually can enhance the equity of
9 the property in a lot of ways. I understand the prospective
10 buyer spoke of the condition, but as an engineer I find it a
11 little worse than that, than you might have described. You
12 may enhance the equity with removal of these wooden
13 structures that are in a great degree of distress because of
14 neglect for many, many years.
15 CHAIR WEYMOUTH: Mr. Crognale?
16 MR. CROGNALE: Yes, my general question is why
17 wasn't this ownership established prior to coming to the
18 meeting? Here we are, we're going in and out of rabbit holes
19 and we still have no true ownership and that's who we're
20 being asked --
21 CHAIR WEYMOUTH: Well, again, with all respect Joe,
22 I really want to bring this back to discussing the salient
23 points because that's a debate that can go on another forty-
24 five minutes.
25 MR. CROGNALE: That's where I was going with it.

1 CHAIR WEYMOUTH: Of why --
2 MR. CROGNALE: How can we give an extension --
3 CHAIR WEYMOUTH: Let's address the issue at hand --
4 MR. CROGNALE: How can we give extension to someone
5 who, an entity that we don't know for sure. It should have
6 been established prior to coming to the meeting.
7 MR. PHILLIPS: Is this a stakeholder in that?
8 [referring to some seated in the audience] No? You're not
9 with Kubicki Draper or the bank? Okay.
10 MR. BARRANCO: Mr. Chair?
11 CHAIR WEYMOUTH: Yes sir.
12 MR. BARRANCO: May I?
13 CHAIR WEYMOUTH: Just, real quick.
14 MR. BARRANCO: Yes.
15 CHAIR WEYMOUTH: Because he, Mr. Barranco joined
16 the dais probably about almost forty minutes ago so if the
17 record will reflect that he's been here since almost the
18 opening of the case.
19 MR. BARRANCO: Thank you.
20 CHAIR WEYMOUTH: Mr. Barranco.
21 MR. BARRANCO: Right now we have a lot of
22 interested people here and people down the road may or may
23 not be affected by a hurricane. And they may or not close on
24 the property. We don't know. It's like you said, Jack we
25 don't know what's going to happen. But right now, I think

1 we've got very interested family, we've got a very interested
2 developer and it's a lot better than the options which we
3 don't know right now.
4 I'm willing to grant them some time. I think
5 everybody knows what they're faced with. If we come back
6 next month and you've made no progress I think it's going to
7 head a different way. I would want to keep my City safe and
8 the people around that building safe. So I'd be willing to
9 roll the dice here and give thirty, sixty days somewhere in
10 that realm just see what happens with this. Because I'd like
11 to have the family walk away from this happy. I'd like to
12 see the property redeveloped and be given to a new family.
13 So I'm leaning towards extending it at least a couple of
14 months to see how far they get here.
15 CHAIR WEYMOUTH: Joe?
16 MR. HOLLAND: The order to demolish is not mutually
17 exclusive to the items you spoke of, the positive items, if
18 the City uses their discretions. Now, if you want to give
19 sixty days and a hurricane comes up in thirty and they're not
20 willing to take it down, we haven't served the public.
21 That's why I'd rather err on the side of caution as
22 we did last month. It's hurricane season, it's very serious.
23 We start making these -- roll the dice as you put it -- or
24 other items and hope and it doesn't happen. We need the
25 right thing to be able to be done when it needs to be done

1 and that's why I can't agree with you on that.
2 CHAIR WEYMOUTH: Any other comments or questions?
3 MR. LARSON: Mr. Chairman, I'm concerned about the
4 length of time and the storms that could or may or may not
5 even come up but the length of time is bothering me with
6 what's going on here and I'm willing to give it thirty days
7 and if they can't get it down within thirty days I'd like to
8 see the City come in and demolish it.
9 CHAIR WEYMOUTH: Okay. Do you have something more
10 to add, Mr. Strong?
11 MR. STRONG: Yes. I appreciate the feeling of
12 giving the extension of thirty days but if in thirty days the
13 sale is not made then I think the family would like the
14 opportunity to demolish the building rather than the City
15 come in and demolish it and then slap a lien on, and put the
16 family as the responsible parties. So, my view -- and I hope
17 I'm representing the view of the family, and I do believe I
18 am -- that if the sale is not complete in thirty days for
19 whatever reason it's near completion, then I would look to
20 the prospective buyer to fix it with the City and this thing
21 will come to a head one way or the other. But I don't want
22 the City to have the opportunity to demolish the building
23 because that means a lien.
24 CHAIR WEYMOUTH: Let me give you a couple of ifs.
25 If you were to be granted a thirty-day extension and you had

1 compelling evidence in thirty days that you haven't closed
2 but you're getting close, you've ironed a lot of the
3 problems, you've addressed whatever the legal team up here
4 dictates that you need or whatever, it's not out of the realm
5 to get an additional thirty-day extension.
6 I think the concern is, as we've seen sometimes in
7 the past year, when you get a sixty or ninety day extension
8 nothing happens for the first eighty percent of the time and
9 they go for a permit on the fifty-eighth day of a sixty-day
10 extension. So I think it's more of a trying to keep
11 everybody honest. There's a lot of open and loose ends and
12 it's just a matter of trying to keep it on a very short
13 leash. That would be what I see.
14 MR. BARRANCO: And Mr. Chair.
15 CHAIR WEYMOUTH: Yes sir.
16 MR. BARRANCO: In addition to what you said, if we
17 do put an order to demolish the property, you're given that
18 order to do it yourself and if you can't City will do it for
19 you. So even if we put an order to demolish and you are
20 always given that opportunity.
21 CHAIR WEYMOUTH: Any other questions for Mr.
22 Strong? Is there anybody else that wants to be heard in this
23 case?
24 MR. STRONG: Thank you for the opportunity.
25 CHAIR WEYMOUTH: Thank you Mr. Strong. All right,

1 well hearing none, we'll close the public comment session.
2 Anymore conversation or somebody want to make a motion?
3 MS. HALE: What are we looking at? Thirty days?
4 CHAIR WEYMOUTH: It would depend on what the motion
5 is.
6 MS. HALE: Are we looking at --
7 MS. HASAN: I believe Mr. Holland made a motion.
8 MS. HALE: Are we looking at this as one of our --
9 yes it's on --
10 MR. BARRANCO: Yes, it's on.
11 MS. HALE: -- one of our updates to see what has
12 happened in thirty days? Whether you have purchased the
13 property sir, whether you are within shooting distance of a
14 clear title?
15 MR. BARRANCO: It's really up to us.
16 CHAIR WEYMOUTH: I think we're just looking to read
17 an extension into the record.
18 MS. HALE: Just a regular extension?
19 MR. HOLLAND: I was actually talking about
20 demolition within thirty days as a big stick to hang over,
21 which could be undone in the event of these extraordinary
22 matters that are going to take place with the clearance of
23 the title and the submission of permits and execution of
24 designs and contracts all ahead of the hurricanes.
25 MS. HALE: Yes, but you have to have them come back

in thirty days and then, do you not?

MR. HOLLAND: Well, that's if you extend; I'm talking an order of demolition.

MS. HALE: Chair, Mr. Chair?

CHAIR WEYMOUTH: If you order a demolition, they don't need to come back; if you order an extension they come back. So --

MR. PHILLIPS: Well --

MR. BARRANCO: Mr. Chair.

MR. JARRETT: What if we, what if as a Board we found the violations existed through a motion and we ordered the demolition but ordered the demolition within forty days, giving the respondents an opportunity to come back in thirty days with proper paperwork to show us that they're proceeding on. And then, if they don't do that, ten days later, the City can demolish and we're only ten days beyond what we would order anyway. How's that? Would that be a good compromise?

CHAIR WEYMOUTH: I think you'd have to make that motion to see what the response would be. John you have another comment?

MR. BARRANCO: I -- yes, just for the record, nobody's made a motion.

CHAIR WEYMOUTH: Right.

MR. BARRANCO: We're just suggesting motions;

1 nobody's made an official motion yet.
2 CHAIR WEYMOUTH: Right.
3 MR. BARRANCO: The, I would say, somebody make a
4 motion and let's vote and see where it goes.
5 CHAIR WEYMOUTH: Alright.
6 MR. BARRANCO: Everybody's heard what everybody's
7 had to say. I think giving some time is reasonable --
8 CHAIR WEYMOUTH: Joe, do you have a comment you
9 want to --
10 MR. HOLLAND: Reason for the lack of motion, we're
11 getting questions on the form of the motion and the results
12 and there's a big difference between an extension to thirty
13 days and an order for demolition. And again, when I bring up
14 the City's discretion it doesn't mean in thirty days they're
15 there with a wrecking ball and --
16 CHAIR WEYMOUTH: So Joe, make a motion. Make a
17 motion --
18 MR. HOLLAND: Okay, I will.
19 MR. PHILLIPS: Before we do that, can I just ask a
20 -- if we do an order to do a demolition in let's say sixty
21 days and they come back in thirty days and everything is
22 cleaned up, can we vacate that order of demolition?
23 MS. PRYOR: Sure, absolutely.
24 MR. PHILLIPS: I'd like to make a motion we find
25 the violation exists as alleged and order the property owner

1 to demolish it within sixty days and we order the City to
2 demolish it should the property owner fail to timely
3 demolish. Demolition by a licensed demolition contractor
4 pursuant to a City issued demolition permit. With the
5 proviso that if they apply and they come back in thirty days
6 we can revisit the rescission of the demolition order.
7 MR. BARRANCO: I'll second that.
8 CHAIR WEYMOUTH: Who seconded that, I'm sorry?
9 MR. BARRANCO: John.
10 CHAIR WEYMOUTH: Okay. Thank you.
11 MR. JARRETT: Do we have discussion?
12 CHAIR WEYMOUTH: We do. We have a motion and a
13 second.
14 MR. JARRETT: I would ask that if, Jack if you
15 would amend your motion to thirty days, they would still have
16 the same opportunity to come back to us in thirty days so
17 that we could vacate the demolition order and that would
18 satisfy some of the concerns on the Board about giving them
19 too long a period of time. Would you consider that?
20 MR. PHILLIPS: I'd consider it. The only thing is
21 --
22 MR. BARRANCO: I'd like to discuss that.
23 MR. PHILLIPS: You know, the City doesn't demolish
24 everything in a day or two.
25 MR. BARRANCO: Correct.

1 MR. PHILLIPS: They put bids out.
2 MR. HOLLAND, CHAIR WEYMOUTH, MR. CROGNALE:
3 Correct.
4 MS. HALE: This is the one they will.
5 MR. PHILLIPS: So that's why --
6 MR. HOLLAND: And what if a hurricane comes? And
7 we know that in a few days that they're coming?
8 CHAIR WEYMOUTH: So Jack, are you going to make a
9 friendly amendment to your motion?
10 MR. BARRANCO: Well, hold on. Before you do that,
11 before you do that, if we give them thirty days, sixty days,
12 we're never going to hear this again, okay? That's really --
13 once we make our order that's it, it doesn't come back to
14 this Board. That's for the City to determine later whether
15 or not they've made any progress and in sixty days or thirty
16 days, whatever it is, the wheels are going to start rolling
17 and it'll never come back before this Board.
18 MR. PHILLIPS: That's for us, the Citizen Board, to
19 be in place to make that decision. Not the bureaucrats at
20 the City so that's why --
21 MR. BARRANCO: Then, then.
22 MR. PHILLIPS: -- I've considering your amendment
23 and I respectfully decline.
24 MS. PRYOR: Mr. Chair.
25 MR. PHILLIPS: I'll stick with the sixty days.

1

2 CHAIR WEYMOUTH: We have a motion, we have a
3 second. Any more discussion?
4 MS. PRYOR: Mr. Chair, before you vote, sorry.
5 Just for clarification, if the Board is requesting or has in
6 mind to have the respondent, the potential property buyer to
7 return to you to give you an update, then it would be sixty-
8 three days and not sixty.
9 CHAIR WEYMOUTH: Very good, sixty-three days, not
10 sixty.
11 MR. PHILLIPS: I'd like to amend the motion to
12 provide that we find the violation existed as alleged and we
13 order the property owner to demolish it within sixty-three
14 days.
15 MS. PRYOR: Sixty-three days.
16 MR. PHILLIPS: Sixty-two?
17 MS. PRYOR: Three. Sixty-three.
18 MR. PHILLIPS: Sixty-three, not sixty-two nor
19 sixty-four, but sixty-three. And that we order the City to
20 demolish the structure should the property only fail to
21 timely demolish. This demolition to be accomplished by a
22 licensed demolition contractor pursuant to a City issued
23 demolition permit with the proviso that the respondent or the
24 purchaser, potential purchaser is obligated to come back in
25 thirty days --

1 MS. PRYOR: Twenty-eight days.

2 MR. PHILLIPS: Twenty-eight days and advise as to
3 the status of its clearing up title. At which time we could
4 consider revoking, not revoking, but voting on rescission --

5 MS. HALE: Voiding.

6 MR. PHILLIPS: -- voiding that demolition order.

7 MR. LARSON: Second.

8 CHAIR WEYMOUTH: Alright. We have a motion, a
9 second. Joe?

10 MR. HOLLAND: That only begins the process
11 involving title. They're still, I don't think he's going to
12 take the risk of applications, designs, contracts that are
13 needed to secure the property against hurricane distress. I
14 mean, it's exciting title stuff, very exciting but it's
15 beyond our purview.

16 We're here to find that these violations exist.
17 There's a risk to the community, there's schools nearby and
18 the City's discretion will take care of whether to move in on
19 the owner's behalf if the owner doesn't take care of the
20 property. There's been ample time for the owners to take
21 care of this property such that it didn't deteriorate to this
22 condition. It's a bad time to be asking for the kind of
23 relief that's being asked here. It's not fair to the
24 community.

25 CHAIR WEYMOUTH: Any other comment? We have a

1 motion and a second. All in favor say aye.

2 MR. BARRANCO, MS. HALE, MR. JARRETT, MR. LARSON,

3 MR. PHILLIPS, MR. WALKER and CHAIR WEYMOUTH: Aye.

4 CHAIR WEYMOUTH: All opposed?

5 MR. HOLLAND: No.

6 MR. CROGNALE: Nay.

7 CHAIR WEYMOUTH: Alright if we could get a roll

8 call please.

9 MS. OPPERLEE: Mr. Holland?

10 MR. HOLLAND: No.

11 MS. OPPERLEE: Mr. Barranco?

12 MR. BARRANCO: Yes.

13 MS. OPPERLEE: Mr. Crognale?

14 MR. CROGNALE: No.

15 MS. OPPERLEE: Ms. Hale?

16 MS. HALE: Yes.

17 MS. OPPERLEE: Mr. Jarrett?

18 MR. JARRETT: I'm confused.

19 MS. HALE: Yes.

20 MR. JARRETT: Yes.

21 MS. HALE: Thank you.

22 MS. OPPERLEE: Mr. Larson?

23 MR. LARSON: Yes.

24 MS. OPPERLEE: Mr. Phillips?

25 MR. PHILLIPS: Yes.

1 MS. OPPERLEE: Mr. Walker?
2 MR. WALKER: Yes.
3 MS. OPPERLEE: Chair Weymouth?
4 CHAIR WEYMOUTH: Yes. So the motion passes. All
5 right, thank you.
6
7 **COMMUNICATION TO THE CITY COMMISSION**
8 MR. WEYMOUTH: Anything for the good of the
9 order, want to send upstairs to our Mayor and his
10 Commissioners? Seeing none, I think we're adjourned.
11 MR. BARRANCO: Mr. Chair?
12 INDEX
13 **FOR THE GOOD OF THE CITY**
14 No discussion.
15
16 **Other Items and Announcements** INDEX
17 MS. PRYOR: Did I introduce to you Rhonda?
18 MR. WEYMOUTH: I'm sorry?
19 MS. PRYOR: Did you guys, did I introduce Rhonda to
20 you at the last hearing?
21 CHAIR WEYMOUTH: No, you did not.
22 MS. PRYOR: Alright, before you adjourn, I'd like
23 to introduce Rhonda Montoya Hasan. She is the new Ginger, if
24 you will.
25

[Meeting concluded at 3:57 p.m.]

BOARD CLERK

MICHAEL WEYMOUTH, CHAIR

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

CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held June 19, 2014, at 3:00 p.m., City Hall, 100 North Andrews Avenue, 1st Floor Commission Chambers, Fort Lauderdale, Florida.

Dated at Ft. Lauderdale, Broward County, Florida, this 17th day of July, 2014.

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 17th day of July, 2014.

NOTARY PUBLIC STATE OF FLORIDA
D.J. GROSSFELD
MY COMMISSION # EE 065058
EXPIRES: April 26, 2015
Bonded Thru Budget Notary Services

NOTARY PUBLIC
State of Florida