



CITY OF FORT LAUDERDALE

MINUTES
BOARD OF ADJUSTMENT MEETING
CITY OF FORT LAUDERDALE
DEVELOPMENT SERVICES DEPARTMENT
700 NW 19th AVENUE, FORT LAUDERDALE,
FLORIDA 33311
JANUARY 8, 2025 – 6:00 P.M.

Board Members	Attendance	Cumulative Attendance 6/2024 through 5/2025	
		Present	Absent
Howard Elfman, Chair	P	6	0
Milton Jones	P	6	0
Douglas Meade	P	5	1
Patricia Rathburn	P	6	0
Fred Stresau	P	6	0
Robert Wolfe, Vice Chair	P	4	2
Jason Hagopian	P	6	0
Samir Yajnik [alternate]	P	1	0

Staff

D'Wayne Spence, Interim City Attorney
 Burt Ford, Zoning Chief
 Chakila Crawford, Senior Administrative Assistant
 Mohammed Malik, Zoning Administrator
 James Hollingsworth, Zoning Plans Examiner
 Karen Ceballo, Administrative Assistant
 L. Harmon, Recording Secretary, Prototype Inc.

Communication to the City Commission

None

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2.	PLN-BOA-24090005	Ryan F. Campbell/Bilal Saleh	4	<u>5</u>
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I. Call to Order

The meeting was called to order at 6:02 p.m. Roll was called and a quorum was determined to be present.

II. Approval of Minutes – December 11, 2024

Motion made by Mr. Wolfe, seconded by Mr. Meade:
To approve the Board’s December 11, 2024 minutes. **Motion** passed 7-0.

III. Public Sign-In / Swearing-In

All individuals wishing to speak on the matters listed on tonight’s agenda were sworn in.

Before each item, Board members disclosed communications they had and site visits made.

IV. Agenda Items

1.

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CASE:	PLN-BOA-24110001
OWNER:	H&M HOUSING LAND DEVELOPMENT LLC
AGENT:	ISAACSON, DAVID, ESQ
ADDRESS:	2950 SW 17 PL, FORT LAUDERDALE, FL 33312
LEGAL DESCRIPTION:	THAT PORTION OF LOT 8, BLOCK 2. “ROHAN ACRES.” ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, AT PAGE43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SEE SURVEY).
ZONING DISTRICT:	RS-6.85B - IRREGULAR RESIDENTIAL
COMMISSION DISTRICT:	4
REQUESTING:	<u>Sec. 47-24.5. D.3.e - Subdivision regulations.</u>

- Requesting a variance for the proposed side property line segments of lot 8, per the survey legal description, from the requirement for the side lot lines be substantially at right angles or radial to the street line allowing the 52 foot north segment of the side lot line to turn 90 degrees north to now run parallel to the street line and to allow the 56.60 foot south segment of the side lot line to turn 90 degrees south to now run parallel to the street line.

Note: This case was deferred from the December 11th, 2024, BOA meeting agenda.

Huni Levy, owner, read a statement, a copy of which is attached to these minutes for the public record. The document included a review of the criteria for a variance and how this request complied. She said the obvious hardship was that the property was landlocked.

Chair Elfman opened the public hearing. Henry Alvarez, neighbor, said all neighbors knew the property was landlocked and thought the owners should have known this before purchasing it. He suspected the owners intended to build multiple homes on the property that would need additional access points, even though the current plan was for one home. Mr. Alvarez said he had been told that the original owners had created a "moratorium" that no one would build on this lot for 90 years but he was unsure if this was true.

Kelly Salsamendi, neighbor, explained that the original easement was for private use by specific properties. She said Mr. Ford had indicated in an email that 2971 and 2961 SW 17th Place were granted access to the private easement prior to the current code that required access to a publicly owned right-of-way, not through an agreement between private parties. Ms. Salsamendi said the neighbors did not want additional traffic and were willing to build a fence and/or gate to limit access to the adjacent property. They also noted the damage that construction vehicles would cause to the easement, and already had when the current owner trucked in and then removed fill.

Martin Kessler, neighbor, said he would now have a road on either side of his home, which he felt would "kill" his property values. He said the owners of the subject property had "made a trade" with one neighbor for "their property and a pool and cash" but had offered him nothing. He stated there was a "clause" on this property that it would not be built on for 99 years. Mr. Kessler said he was now being sued for a fence as well. He stated the owners depicted him in the lawsuit as "intentionally causing them not to have access to their property" despite them being at the property often. He said they were "just evil, vile people."

Mariatne Menendez, neighbor, said she was speaking on behalf of the subject property owner. She discussed the question of whether the owners had performed due diligence prior to purchasing the property. She said the property listing indicated the lot was buildable and the owners had tried to meet with City representatives prior to purchasing to confirm. Their escrow company had indicated there were no issues and the survey did not note an issue so they had closed on the property on September 29, 2024. After discovering the lot was not buildable, the owners had contacted the seller, trying unsuccessfully to reverse the sale. Meanwhile, they had tried to negotiate with the neighbors and the City had indicated they may be able to do a land transfer for access.

Mr. Spence asked what City representatives the owner had spoken with but Ms. Menendez did not know, and reiterated she was speaking on behalf of the owner. She provided documentation of the owners' communication with various parties.

Michael Pileggi, neighbor, said it had been demonstrated that the owners had performed due diligence before purchasing the property. He acknowledged the difficulty of the situation and noted there were other “flag” properties that had been granted variances to be able to access their properties. He asked the Board to grant the variance request.

Maikel Hill, owner, said a few days before he purchased the property, he had spoken to the Zoning Officer at the Building Service Department about the buildability of the lot and he had confirmed it was buildable and provided documentation that Mr. Hill presented. Chair Elfman said this was just highlighted zoning code.

There being no other members of the public wishing to address the Board on this item, Chair Elfman closed the public hearing and brought the discussion back to the Board.

Ms. Levy confirmed they had been represented by a realtor and a title company when they purchased the property. Mr. Stresau pointed out that the easement continued to another lot and Ms. Levy said she did not know what would be done with that land.

Ms. Rathburn referred to two deeds with a restrictive covenant indicating that no single or multi-family dwelling would be built on this property for 99 years. Ms. Levy said she had discovered this during due diligence and told the closing agent she wanted out of the deal and they had informed her she would lose the money she had put in escrow. She said the owner had subsequently removed that restriction.

Ms. Rathburn had asked at the previous hearing how this property was excluded from the easement and Mr. Spence said they had provided information explaining access to the 25-foot easement. The north end of the subject property included a notation of a 25-foot easement for ingress, egress, access, and utility purposes and referenced the Nancy Williams plat. He said this property did not have access to that easement per the language on that plat. Ms. Levy informed Mr. Spence that of all the documentation the City provided to them, the indication that the property was landlocked was not included.

Mr. Meade questioned why a private easement had a street name and Mr. Ford did not know. Mr. Stresau said at the last meeting, they had been informed it was made by a property owner.

Mr. Ford said the lot width requirement for this annexed area was only 19 feet abutting a street for access. The property at 1818, after granting an easement to this property, still met the code.

Motion made by Mr. Stresau, seconded by Mr. Hagopian:

To approve the variance request because it meets the requirements of the Land Development code. **Motion failed 1-6** with only Mr. Hagopian voting in favor.

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CASE: PLN-BOA-24090005
OWNER: CAMPBELL, RYAN F
AGENT: SALEH, BILAL
ADDRESS: 909 SOUTH WEST 19 STREET, FORT LAUDERDALE,
FLORIDA 33315
LEGAL DESCRIPTION: LOT 13, IN BOOK 146, OF CAROL CITY 6TH ADDITION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 68, PAGE 54, OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA. (SEE SURVEY).
ZONING DISTRICT: RS-8 - RESIDENTIAL SINGLE FAMILY/LOW MEDIUM
DENSITY
COMMISSION DISTRICT: 4
REQUESTING: Sec 47-5.31-Table of dimensional requirements for the RS-8
district. (Note A)

- Requesting a variance to allow an existing carport to be enclosed at a side setback distance of 4.72 feet, whereas the code requires a minimum side yard setback of 5 feet. A total variance request of 0.28 feet.

Sec 47-19.2. B. Architectural features in a residential district.

- Requesting a variance to allow an existing side yard overhang of 1.8 feet from the face of the building to remain, whereas the code permits a maximum overhang of 1.57 feet from the face of the building. A total variance request of 0.23 feet.

NOTE: 47-19.2. B Architectural *features in residential districts*. Architectural features such as eaves, cornices, unenclosed balconies with open railings, windowsills, awnings, chimneys, bay windows, and dormers accessory to a residential use are permitted to extend into a yard area a maximum distance of three (3) feet from the face of the building, or one-third ($\frac{1}{3}$) of the required yard, whichever is less.

Bilal Saleh, general contractor, described the request. He said the affected neighbor did not object to this request. Mr. Ford had reviewed the building permit application, which showed a 4.1 foot setback, not 4.72 feet [as stated in the variance request]. He said that must be corrected for a building permit to be approved. Mr. Spence explained that per the plans, the rear of the garage was at 4.1 feet and the face was at 4.7 feet. He said the plan was for a proposed enclosed garage that was different and it was what the Board must consider. Mr. Malik advised the owner to revise the plans to match the survey and resubmit.

Chair Elfman opened the public hearing.

Olen Muir, neighbor, said he had no objection to the request and urged the Board to grant the variance. Ryan Campbell, property owner, said they wanted to enclose the garage for privacy and security.

There being no other members of the public wishing to address the Board on this item, Chair Elfman closed the public hearing and brought the discussion back to the Board.

Motion made by Mr. Stresau, seconded by Mr. Wolfe:

To approve the variance requests because they meet the requirements of the Land Development Code. **Motion passed 7-0.**

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CASE:	PLN-BOA-24100005
OWNER:	METWALLI, AHMED & MARYELLEN
AGENT:	PENA, ROBERTO
ADDRESS:	1036 SOUTH EAST 12 TH WAY, FORT LAUDERDALE, FLORIDA 33316
LEGAL DESCRIPTION:	LOT 5 & 5 BLOCK 12 SUBDIVISION RIO VISTA ISLES UNIT 3 PLAT BOOK 7 PAGE 14 OF BROWARD COUNTY, FLORIDA. (SEE SURVEY)
ZONING DISTRICT:	RS-8 - RESIDENTIAL SINGLE FAMILY/LOW MEDIUM DENSITY
COMMISSION DISTRICT:	4
REQUESTING:	<u>Sec. 47-19.5. B.1d.- Fences, walls and hedges.</u>

- Requesting a variance to allow an existing fence to be replaced at a 0 feet corner yard setback from a street property line, whereas the code requires a minimum average of 3 feet setback from the street property line. A total variance request of 3 feet.

Roberto Pena, contractor, described the request. He said they had replaced the fence wood only, not the concrete columns.

Chair Elfman opened the public hearing. There being no members of the public wishing to address the Board on this item, Chair Elfman closed the public hearing and brought the discussion back to the Board.

Mr. Stresau said the provided survey did not show the dimensions indicating that if the fence were moved to be code compliant, it would be on the pool deck. He thought the contractor could design a fence to meet the average three-foot setback from the sidewalk. He asked Mr. Ford what the permit requirements were for “rebuilding” a fence. Mr. Ford said the Florida Building Code indicated that any alteration, repair or installation of a fence required a permit. Mr. Stresau suggested how Mr. Pena could move the west end section of the fence in order to average a three-foot setback. Mr. Ford said a fence that was 75% non-opaque and no more than 52 inches tall would not

require a variance and would meet the 48 inch requirement for a pool enclosure. Mr. Pena said he needed to speak to the owners about changing the fence and Mr. Stresau suggested continuing the case.

Motion made by Ms. Rathburn, seconded by Mr. Wolfe:
To defer the case to the next meeting. **Motion passed 7-0.**

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CASE: PLN-BOA-24120001
OWNER: QUARTERMAN, LISA M
AGENT: SCHEIN, ANDREW J, ESQ.
ADDRESS: 720 ISLE OF PALMS DRIVE, FORT LAUDERDALE, FLORIDA 33301
LEGAL DESCRIPTION: LOT 25, BLOCK 1, SUBDIVISION: STILLWELL ISLES ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 34 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SEE SURVEY).
ZONING DISTRICT: RS-4.4 - RESIDENTIAL OF SINGLE FAMILY/LOW DENSITY
COMMISSION DISTRICT: 2
REQUESTING: **Sec. 47-5.30. - Table of dimensional requirements for the RS-4.4 district. (Note A)**

- Requesting a variance to allow an existing 24.43' front yard setback to remain, whereas ULDR Section 47-5.30 requires a 25-foot front yard setback. A total variance request of 0.57 feet.
- Requesting a variance to allow an existing side yard setback of 9.10 feet to remain, whereas ULDR Section 47-5.30 requires a minimum 10-foot side yard setback. A total variance of 0.90 feet.
- Requesting a variance to allow an existing freestanding shade structure to remain at a side yard setback of 5.22 feet, whereas ULDR Section 47-5.30 requires a 10-foot side yard setback. A total variance request of 4.78 feet.

Sec. 47-19.2. P. Freestanding shade structures.

- Requesting a variance to allow an existing freestanding shade structure to remain at an 8.58-foot rear yard setback, whereas ULDR Section 47-19.2. P. requires a 10-foot rear yard setback. A total variance of 1.42 feet.

Andrew Schein Esq., the owner's attorney, requested a deferral to the next hearing to correct a defect on the survey.

Motion made by Ms. Rathburn, seconded by Mr. Wolfe:
To defer the case to the next hearing. **Motion passed 7-0.**

Communication to the City Commission

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None

Report and for the Good of the City

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Amendments to Sidewalk Installation Regulations

Mr. Ford reported the Planning Department/City of Fort Lauderdale was considering rewriting the sidewalk code and waiver requirements. There would now be requirements that must be met to request a waiver and the request for a waiver would be made to the Development Review Committee, with appeals brought before the Board of Adjustment. Mr. Wolfe suggested the City review neighborhoods and for those that had no sidewalks and waned no sidewalks, to stop requiring them.

Mr. Stresau said a City Commission member had been disturbed regarding some of the Board's decisions to grant special exceptions for sidewalks in the last four months. Mr. Stresau indicated the Board considered each case individually, reviewing its unique surroundings and circumstances. Mr. Ford thought the City Commission wanted to streamline the process and make it less expensive.

Other Items and Board Discussion

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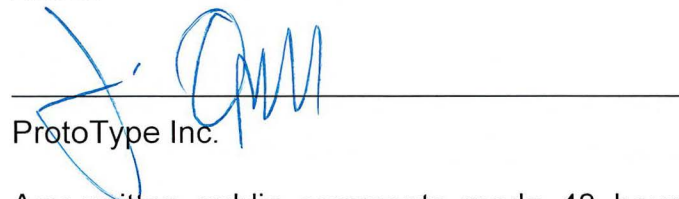
None

There being no further business to come before the Board, the meeting adjourned at 7:38 p.m.

Chair:



Attest:



ProtoType Inc.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

CASE # PLN - DOA - 24110001

1.8.2025

Good evening, Members of the Board,

FILE COPY

RECEIVED
1/8/25

Thank you for allowing me the opportunity to address you again regarding my request for a variance. I appreciate your time and consideration of this matter. I would like to take a moment to ensure that the criteria for granting this variance are very clear and have been fully addressed.

First and foremost, our attorney's presentation during the previous meeting clearly demonstrated that all the legal criteria for granting a variance under the ULDR have been met. To that end, I ask the Board to please review slides 4-10 of the attached materials, which set out and discuss the five criteria for a variance under the ULDR. The argument is simple: we met each one.

The neighbors failed to explain how a single-family home could be incompatible with the adjoining properties or the surrounding neighborhood. Nor did they provide any evidence to show how this variance would be detrimental to the public welfare.

Even if there is a concern about the proposed driveway, the driveway meets all required setoff requirements, and no proof of disturbance has been shown. Further, it appears that some of the neighbors objecting to this variance are motivated by their desire to continue using the property for their own purposes—such as parking cars or storing items—none of which are relevant to the variance criteria.

The Airbnb argument is meritless, as it assumes something that has not happened. Moreover

We provided petition from Neighbors supporting the variance, the neighbor who supported my variance presented solid arguments in favor of it, highlighting key benefits such as increased property value, proper maintenance of the land, removal of disease-carrying vermin, and reduced or eliminated loitering.

Now, I want to address Ms. Rathburn's comment and question from the previous meeting about "double dipping" regarding my lawsuit. To clarify, my lawsuit is solely about seeking justice for what has been done to me and my business. The people who should be standing here today are the seller of the land. They are the ones who should have done all the necessary homework before guaranteeing buildable land to someone. The seller and the seller's agent should have contacted the zoning department, asked all the necessary questions, and obtained all required information about the condition of the land before advertising it as buildable.

This is exactly what the Board is here for—to help in helpless situations like mine. My biggest mistake in this case was believing in real business practices and trusting that people would be honest when they do business. I believed their guarantees that this land was buildable.

1.8.2025

I would also like to point out that the seller had multiple opportunities to rectify this situation. Just five days after closing, I gave them the chance to take the land back. If you look at the materials provided to the Board, I have been completely transparent. I included private emails, including correspondence with the seller agent, and the letter from my attorney dated October 26th, offering to undo the sale. At that point, I had not incurred any significant damages and was simply seeking to reverse the transaction.

All I have done by buying the land from 1818 is mitigate my damages and secure access to my property, which everyone should be legally allowed to do. This is something the seller should have handled before putting the land up for sale. If I were in the seller's position and discovered after the closing that the land was landlocked, the first thing I would do is return the buyer's money and resolve the issue. Acting otherwise is dishonest and unethical.

In addition to this, I don't know how these individuals can sleep at night knowing what I have had to go through. This is why I am seeking justice, and I hope this addresses Ms. Rathburn's question from the previous meeting.

Finally, addressing the hardship: The hardship in this case is the fact that my land is landlocked. This is very obvious and self-explanatory. It doesn't require extensive explanation because it is clear to anyone reviewing this case. Without buying the land from 1818, I have no legal access to my property. This means I cannot walk onto the land, maintain it, or utilize it in any meaningful way. It directly impacts the usability, value, and basic functionality of the property.

I also want to make it very clear that the necessity of granting this variance is undeniable. No one would willingly pay \$350,000 for a landlocked property unless there was a reasonable expectation that legal access would be granted. The idea that this purchase was made without that expectation is completely unrealistic. This is not a matter of friction over cost but rather a serious hardship that only this variance can address.

I respectfully request that the Board focus on the established criteria for variances and the overwhelming evidence showing that this request meets those criteria. Granting this variance is not only reasonable but necessary to ensure that I have fair and legal access to my property, as intended under the law.

Thank you again for your time and attention. I am happy to answer any questions or clarify any points as needed.