

**BOARD OF ADJUSTMENT MEETING
CITY OF FORT LAUDERDALE
WEDNESDAY, FEBRUARY 9, 2005 – 6:30 P.M.
CITY HALL
CITY COMMISSION CHAMBERS – 1st Floor
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL**

BOARD MEMBERS

	<u>Present/Absent</u>	<u>Cumulative From January, 2005</u>
Gus Carbonell	P	2-0
Fred Stresau	P	2-0
E. Birch Willey	P	2-0
Binni Sweeney	P	1-1
Don Larson	P	2-0
Patricia A. Rathburn, Chairman	P	2-0

ALTERNATES

Scott Strawbridge	P	2-0
Al Massey	P	2-0
Jon Albee	P	2-0

STAFF

Robert Dunckel, City Attorney
Don Morris

Debra Giehtbrock, Recording Secretary

GUESTS

Gerry Vicara
Robert Heebner

CALL TO ORDER

Chair Patricia Rathburn proceeded to call the meeting to order at approximately 6:37 p.m. and explained the procedure to be followed for tonight's meeting. The Board was then introduced.

ALL INDIVIDUALS WISHING TO SPEAK ON THE ITEMS ON TONIGHT'S AGENDA WERE SWORN IN.

1. APPEAL NO.05-02

APPLICANT: Bob Leonard
LEGAL: Lot 6, Block 10, Fort Lauderdale Isles, P.B. 37, P. 46
ZONING: Broward County RS-5 One Family Dwelling District
STREET: 2442 Sugarloaf Lane
ADDRESS: Fort Lauderdale, FL

APPEALING: Broward County Code Sec. 39-286 - to permit construction of a rear addition with a 5' side (south) yard, where code requires a minimum side yard of 7.5'.

Bob Leonard, applicant, stated that he was seeking a variance from the Broward County Zoning even though this area had been annexed by Fort Lauderdale. He explained that he wanted to build an addition on the rear of the house to include a master bedroom, bathroom, and walk-in closet. Mr. Leonard continued stating that Lauderdale Isles was an older neighborhood built for "boating snowbirds" back in the early 1960's, and the area consisted of small houses with little or no closet space with small bedrooms. The neighborhood was in the process of being redeveloped, and property values were increasing. Mr. Leonard explained that his endeavor was to build an unobtrusive addition while keeping within the character and look of the neighborhood. He further stated that in reviewing the plans, the Board would see that very little of the addition would be visible from the street. He stated that the abutting neighbor on the south side, Gerry Vicara, would be directly impacted, and he was also present at tonight's meeting.

Mr. Leonard stated this was a "Catch-22" scenario, and explained that when the code was written it required a 5' setback, and the current County Code called for a 7.5' setback. He explained that this was a neighborhood where many of the homes were less than 7.5' from the side property line on one or both sides. He reiterated that similar variances had been requested and granted, including one about a year ago.

Chair Patricia Rathburn asked if Mr. Leonard's house currently sat 5' or 7.5' back from the side yard. Mr. Leonard stated it had a setback of approximately 7.5'. Chair Patricia Rathburn then asked if he was requesting to encroach 2.5' further than the existing property line of his building. Mr. Leonard replied that there was an external air conditioning unit, along with some other things that were already encroaching. Chair Patricia Rathburn asked if he was requesting an additional 2.5'. Mr. Leonard confirmed.

Chair Patricia Rathburn proceeded to open the public hearing.

Gerry Vicara stated he lived south of Mr. Leonard's residence at 2448 Sugarloaf. He further explained that to the south of his home was a structure that had been in reconstruction for 2 ½ years. He stated that the 5' setback that had been granted to those individuals did not appear to be a problem, and therefore, he did not have a problem with Mr. Leonard's request.

Mr. Leonard stated that his builder and architect were present at tonight's meeting, if the Board had any questions about the actual project.

Motion made by Fred Stresau and seconded by Binni Sweeney to close the public hearing. Board unanimously approved.

Motion made by Binni Sweeney seconded by Don Larson to approve the request as presented.

Fred Stresau asked what the setback would be after the City established zoning for that area.

Don Morris, Planning and Zoning, stated that the zoning would probably not be the existing classification because the City had found that when they reviewed the density, it was actually somewhat higher than the RS-5 District, and therefore, the zoning would probably be RS-6 or something similar. He explained that the neighborhood had an agreement with the City known as "Save our Homes". He further stated they were going to recognize the existing development patterns in the neighborhood, and attempt to write zoning and development requirements that would implement and retain the existing development pattern. He advised that he couldn't tell the Board whether it would be 5' or 7.5'. He could state that the RS-8 District consisted of 8 units per acre with a 5' setback, and that the RS-4 District had a 10' setback.

Fred Stresau asked when City staff would be completing this project. Don Morris stated that he was not able to answer that question at this time because they had to wait for the land use to be certified, but once that occurred, they would begin meeting with the neighborhood associations and their representatives in order to arrive at a zoning regulation that would make sense for the area. Don Morris stated they were hoping to have the issue resolved this year but with a 40% reduction in staff, it would be very difficult since they had to deal with their code required responsibilities.

Fred Stresau stated that since the zoning in Rio Vista was 5', he suggested that the Board approve a 5' setback. He further stated that if there was opposition, then the City Commission could direct staff to prioritize the zoning matter.

Binni Sweeney asked if the prevailing setbacks in that neighborhood were 5'. Don Morris replied that the County Code required 7.5', and they were still under the Broward County zoning code.

Gus Carbonell stated that under the County's zoning code if lots were 60' or smaller, the setback was at 5'. He reiterated that this lot was 65' wide. Don Morris stated that he did not have that information available at this time.

Chair Patricia Rathburn stated that this lot would not qualify because it was bigger than 65'.

Birch Willey stated that he thought Fred Stresau had given them a mark to shoot at in that 5' existed within the City of Fort Lauderdale, and this property was now in the City of Fort Lauderdale. He realized they were in a "Catch 22" scenario, but the City could not help them at this time, and therefore, suggested that 5' would be appropriate.

Chair Patricia Rathburn stated that ordinarily she would agree, except for the fact that the building currently was at 7.5', and therefore, she did not see an existing hardship in meeting such setback. She reiterated that if the property had not been annexed into the City, then the applicant would have to comply with the County code which was presently at 7.5'.

Robert Dunckel stated that he wanted to remind the Board that the closest zoning district to this property under Broward County regulations was RS-4.4 which had a 10' setback, not a 5' setback as in Rio Vista. He continued stating that the area had been developed with a 7.5' setback, which set the standard for that community. Rio Vista did not set the standard for that community. It was intended to be a community built with greater setbacks. He further stated that the 7.5' had probably been appropriate for that community when it had been developed. He further stated that if the Board granted the variance which was for an addition at the rear of the building, then he suggested that the Board limit the addition to the rear, rather than granting a variance that would allow the entire property to expand to a 5' setback.

Binni Sweeney amended her motion as follows and Don Larson seconded the amended motion:

Motion made by Binni Sweeney seconded by Don Larson to approve the request as presented, but limiting the addition to the rear of the existing structure, and not granting the variance to permit the entire property to expand to a 5' setback.

Roll call showed: YEAS: Scott Strawbridge, Gus Carbonell, Fred Stresau, Birch Willey, Binni Sweeney, and Don Larson. NAYS: Patricia A. Rathburn. Motion carried 6-1.

2. APPEAL NO.05-03

APPLICANT: Right Perspective Development Group
LEGAL: Lots 23 and 24, Block 19, North Lauderdale, P .B. 1, P. 48
ZONING: B-2 General Business District
STREET: 401 NW 7th Avenue
ADDRESS: Fort Lauderdale, FL

APPEALING: Sec. 47-6.20- To allow a 4' front (east) building yard setback, where code requires a 5' front yard setback; and

APPEALING: Sec. 47-21.9.A.2.a -To allow a 3' wide perimeter landscape area abutting NW 4th Street, where a minimum width of 5' is required for landscape areas when abutting a street.

Chair Patricia Rathburn stated the request for this variance had been granted by the Board in March, and therefore, asked if a motion was necessary to incorporate the minutes of that meeting so another full presentation would not have to be given.

Robert Dunckel stated that the materials provided to the Board were already a part of the record.

Chair Patricia Rathburn stated that the applicant had not pulled their permits within the 180 days, and therefore, the variance had expired. She advised that the applicant was presently seeking approval for the same variance which had previously been granted.

Chair Patricia Rathburn proceeded to open the public hearing. There being no individuals who wished to speak on this matter the public hearing was closed, and discussion was brought back to the Board.

Motion made by Don Larson seconded by Fred Stresau to close the public hearing. Board unanimously.

Motion made by Binni Sweeney and seconded by Don Larson to approve the request as presented. Roll call showed: YEAS: Don Larson, Birch Willey, Binni Sweeney, Gus Carbonell, Scott Strawbridge, Fred Stresau and Patricia Rathburn. NAYS: None. Motion carried 7-0.

3. APPEAL NO.05-04

APPLICANT: R.O. and Rose Lovell
LEGAL: Lot 45, Block 7, Harbor Heights Addition, P.B. 35, P. 21.
ZONING: RS-8 Residential Single Family I Low Medium Density
District
STREET: 1909 SE 21st Avenue
ADDRESS: Fort Lauderdale, FL

APPEALING: Sec.47-19-2.B -To permit an architectural feature (roof eave) to extend 25 inches into the required yard, where code permits such architectural features to extend into the required yard 3' or 1/3 the amount of the required yard, whichever is less. The required yard is 5', therefore the roof eave may extend 19.8 inches into the required yard; and to allow such a roof eave to encroach into the required yard area for a total combined linear facade length greater than 20% of the total linear length of the facade, where code limits such encroachments to 20% of the total linear length of the facade.

Donald Hall, attorney for the applicants, stated the variance being requested was 5.2" for an architectural feature, which was a roof eave. He advised that the plans prepared for the applicant and submitted had showed a conforming roof. The error had been discovered at the time of the CO inspection, and in their opinion, could only have resulted through a manufacturer's error. He explained that this was a minimum variance and had not been self-imposed. He advised that it affected only one property owner and they had sent a letter to the Board asking for support in regard to this matter. Mr. Hall reiterated that this was a minimum variance, and produced no adverse issues. He continued stating that he believed when the Board balanced the request for the variance against the facts, that they would grant the variance being requested.

Motion made by Fred Stresau and seconded by Don Larson to close the public hearing. Board unanimously approved.

Motion made by Binni Sweeney and seconded by Fred Stresau to approve the request as presented.

Don Larson asked if an amendment could be made to provide that the variance be subject to the section of the code that was not in compliance so as not to affect the remaining side yard setbacks.

Donald Hall agreed.

Binni Sweeney amended the motion as follows:

Motion made by Binni Sweeney and seconded by Fred Stresau to approve the variance being requested, but that it only be subject to the section of the code that was not in compliance. Roll call showed: YEAS: Birch Willey, Binni Sweeney, Don Larson, Scott Strawbridge, Fred Stresau, Gus Carbonell, and Patricia Rathburn. NAYS: None. Motion carried 7-0.

REPORT and FOR THE GOOD OF THE CITY.

Case #04-48 - The John Needham House

Birch Willey asked for further clarification of the new document distributed to the Board.

Robert Dunckel explained that what had been reviewed last month had actually been accurate with respect to John McDonald's participation. He stated that the letter of August 30, 2004 had been incorporated as one of the conditions, and subparagraphs 1 through 7 basically outlined the conditions that were in that letter for further reference.

Robert Dunckel then pointed out that subparagraph 1 stated: "The variance was limited to running with the current owner, Dawn Doyle and then thereafter John D. McDonald, provided John D. McDonald was the operational manager for the property known as The Clubs at St. Regis. In the event the provisions of this sub-section 1 were not met the variance would expire." He stated that he added the word "thereafter" between then and John D. McDonald because if they read the text of the letter, he felt that was its intent.

Birch Willey stated he thought that had been included because they knew they had a current option to sell.

Robert Dunckel stated that the last sentence read: "In the event the provisions of this sub-section 1 were not meet the variance would expire." He explained that was included in the original text that he had drafted, but he did not think it had been distributed to the Board. The balance of 1-7 was pretty much verbatim of what one was going to find in the letter.

Birch Willey stated that in subparagraph 1, the question that arose was that it said: "In the event the provisions of this sub-section were not met, the variance would expire." He felt that condition could not be met because Mr. McDonald was no longer alive.

Robert Dunckel disagreed.

Chair Patricia Rathburn stated that Dawn Doyle would have to continue to own the property.

Robert Dunckel stated that he thought the variance was still alive in the sense that Dawn Doyle was the owner, but that several other conditions still needed to be met.

Birch Willey stated that it was his assumption that Ms. Doyle would still have to be the manager of the St. Regis for that to be true. Robert Dunckel disagreed, and stated that he did not interpret it in that manner.

Chair Patricia Rathburn stated it ran with the current owner.

Birch Willey disagreed and stated it was his impression that the variances would be granted to the people connected to the St. Regis.

Robert Dunckel stated he would read again from the letter not from his text. "So that it runs with the current owner, Dawn Doyle and then myself, as owner so long as I am the operational manager of The Clubs at St. Regis." He clarified that John D. McDonald signed the letter, and therefore, it was his interpretation that "I" meant John McDonald.

Binni Sweeney stated she thought it was contingent on his being the operational manager. Birch Willey agreed.

Fred Stresau stated that would be the case as long as Dawn Doyle was the owner of the property.

Birch Willey stated he thought that they knew that Dawn Doyle was the owner until the St. Regis received their CO, and then, John McDonald would be the owner.

Fred Stresau stated that if that was the case and Mr. McDonald was deceased, then it would appear that as long as Dawn Doyle owned the property, they could use it. If she sold it, then the variance would expire, and they would have to return and go through the process once again.

Binni Sweeney asked if the variance would expire when title was turned over to the St. Regis Hotel. Robert Dunckel confirmed.

Birch Willey stated that it was his understanding that the option to buy was in effect once the St. Regis received their CO.

Scott Strawbridge stated he wanted to clarify that if Dawn Doyle leased the property to any other entity, they could all enjoy the benefits of the variance as long as she was the property owner, and that she could become an operator under the auspices of the variance.

Robert Dunckel stated that was correct in accordance with how the letter had been written. He stated that he felt he was on very weak ground in modifying the terms of that letter, unless something specific in the record instructed him to the contrary.

Scott Strawbridge stated there were really only a few ways that the benefit of this variance could be enjoyed, other than Dawn doing it herself or acting as the landlord as she had done in the past. If she sold the property, it would be over.

Don Morris stated that #4 tied it to Club Membership for golf members of The Clubs at St. Regis. Dawn Doyle would not be able to lease it to another entity, and only to someone tied to the St. Regis.

Robert Dunckel agreed and suggested they look at "G," which stated that the use would be permitted by the variance granted herein and shall be accessory to the principal use of the St. Regis Hotel on the Beach. He explained that in the event there was a severance of the principal accessory use relationship, the variance would immediately be terminated. Therefore, the same operation would occur as long as Dawn Doyle was the owner.

Scott Strawbridge stated that subparagraph "c" required that Ms. Doyle had to request historic designation in order for things to take effect.

Robert Dunckel confirmed, and stated that a revocable license also had to be granted by the City.

Birch Willey clarified that the City had not issued the revocable license. Robert Dunckel confirmed.

Chair Patricia Rathburn recognized Mr. Heebner and asked if he represented anyone at tonight's meeting and was he opposed to the request for a variance.

Scott Strawbridge then asked if the granting of the variances were contingent on the City granting the revocable license.

Robert Dunckel stated that the City was not obligated to grant the revocable license, and if such license was not granted, then the variances could not move forward since the revocable license was one of the contingencies that had to be met as part of the conditions.

Scott Strawbridge stated that if Dawn Doyle was to continue, she had a lot of hurdles to jump before this could become a reality.

Robert Heebner stated that he lived next door to this property, and at the previous hearing he had represented the condo association. He suggested that the Order not be signed until the relationship of the St. Regis and Dawn Doyle

had been determined. Once the Order was signed, he wanted to know how they would hold people responsible for it regardless of the fact that Mr. McDonald was deceased. He assumed this Board had voted on the variance based on representations made by Mr. McDonald, his representatives, and other individuals. He suggested that this matter be postponed for a month so the interested parties could review all interpretations.

Robert Dunckel stated he did not have a problem with waiting a month and letting the Board members review the item because it was probably one of the more complicated Orders that had ever been issued. He further stated that this had been a quasi-judicial proceeding, it was over, and should not be subject to further inquiry regarding interpretation. He explained that if an error had occurred in the drafting of the Order, then perhaps the issue could be discussed next month after the Board had the opportunity to further review it. He continued stating that he and Don Morris had spent about 1.5 hours reviewing the tape and comparing it with the minutes, and they believed this was an accurate reflection of what had been discussed. He advised that there was also one other small problem, and that was the issue of a gap in the tape at the beginning of the hearing.

Chair Patricia Rathburn stated she had arrived late for that meeting, and the Board had already begun their discussion. She felt the way the Board had been approaching the granting of some of the variances, that there could be possible confusion. Therefore, she reiterated that she would prefer reviewing the item further before signing the Order.

Scott Strawbridge asked what latitude the Chair had in executing the Order.

Chair Patricia Rathburn stated it was not a question of latitude, but that she was not comfortable signing it until she saw it in its final form. She explained that she had just been presented with it as it had been read, and normally she received the Orders in her package for next month, and then she signed them. Therefore, according to normal procedure, she would be signing the Order in March.

Binni Sweeney asked for further clarification of the insertion of the word "thereafter."

Robert Dunckel stated that he felt bound to incorporate the provisions in the letter into the Order without too much modification. He believed that inserting the word "thereafter" would be consistent with the context in which that sentence had been structured in the letter. He reminded the Board that the letter had been written by John McDonald and proceeded to read from the letter as follows: "I agree to limit the variance that I am requesting so that it runs with the original owner, Dawn Doyle and then myself." Robert Dunckel explained that he identified John McDonald rather than saying "myself." Therefore, it would read : "So that it runs with the current owner, Dawn Doyle, and then myself, as owner, so long as I am the Operational Manager for The Clubs at St. Regis".

Binni Sweeney asked why it had been necessary to add the word "thereafter." She felt by leaving it and then adding John McDonald in lieu of, "I" would be sufficient.

Robert Dunckel stated that he felt that it would be appropriate to add the temporal relationship between the first part of the sentence and the second.

Birch Willey stated that Dawn Doyle and John McDonald were contingent on the fact that John McDonald would be the operational manager for the property known as the St. Regis. Since he was now deceased, that would not be in effect.

Robert Dunckel stated he did not interpret that sentence in that way because it read "Dawn Doyle" and then "myself, as owner." Therefore, once he became owner, he also had to be the manager.

Chair Patricia Rathburn reiterated that would be the case, but if John McDonald had not been deceased and yet never became the owner, the variance would still be in effect because Dawn Doyle would be the owner.

Birch Willey stated that had not been the intent of the conversation that had taken place. Binni Sweeney stated she agreed with Birch Willey because it had been her understanding that it was concurrent to both of them.

Robert Dunckel asked if Ms. Sweeney was referring to concurrent ownership.

Binni Sweeney stated no it was "and," not "and then" or "and then thereafter," but had stated: "Dawn Doyle and John McDonald as operational manager for the property known as The Clubs of St. Regis".

Robert Dunckel stated that was not the context of the letter. The letter stated: "Dawn Doyle and then myself as owner, so long as I am the operational manager."

Birch Willey explained that Dawn Doyle's name became part of the conversation at the last minute because they had realized that John McDonald did not own the property for which the variance was being granted. He further stated that someone had recalled the fact that a variance could not be granted to an individual who did not own the subject property. Therefore, Dawn Doyle had been included, and then there could be a change over in the future.

Birch Willey stated he was referring to the conversation that took place on the night when they had been discussing Dawn Doyle.

Robert Dunckel stated that was his point, and the letter offered made a condition of the variance very early in the meeting. He stated that Mr. Willey was referring

to a subsequent conversation or narrative. He further stated that unless the Board made that a condition of the variance, he had difficulty overriding something that had been specifically incorporated as a condition.

Birch Willey stated that it depended on how one interpreted the sentence.

Robert Dunckel stated that he believed in the final analysis Board would be able to discuss the matter next month, and possibly end up revising it. If the majority of the Board felt this interpretation was the appropriate one, then that would be how they would do it.

Don Morris suggested that the tape be transcribed and then submitted to the Board Members. He stated that they would probably have to review the video because a large portion of the discussion had been omitted. He agreed with Robert Dunckel that they would have to go with what the motion stated. He advised the Board they did have the portion of the discussion when the public hearing had been closed, along with the discussion of the Board. He agreed with Robert Dunckel as to what had been on the tape. He suggested the Board review the transcript, and then make their own determinations.

Birch Willey asked when the City would decide whether or not they were going to grant the parking situation.

Mr. Dunckel stated that assignment was on his desk, but he was not sure if they were considering it for 2006 or 2007. He explained that it was not among his highest priorities, but that it could become a higher priority.

Chair Patricia Rathburn asked if Ron Mastriana, who represented the applicant, was aware of an interpretation issue regarding the variance or that the Order had not been issued.

Robert Dunckel stated that he had discussed with Mr. Mastriana the demise of John McDonald, and the waves that had been set in motion in various arenas, as well as this one, although they had not specifically discussed the "6.a.1" provision. He thought it would probably be appropriate for Mr. Mastriana to attend the next Board meeting.

Chair Patricia Rathburn stated she thought it was clear from Birch Willey and Binni Sweeney's statements what their interpretation was, and what they intended to do in regard to this matter. She reiterated that the legal issue was what had been contained in the letter, and what had taken place.

Binni Sweeney stated that the letter pre-existed and the easiest way to proceed was to insert her name in the letter, but that changed because of the wording which then changed the meaning of what they thought they were getting.

Birch Willey stated he did not have the letter in front of him, and asked if Dawn Doyle's name had been included. Robert Dunckel confirmed.

Robert Heebner stated that the neighbors looked at this as John McDonald being granted the variance. The presentation had been made by Mr. McDonald's attorney on behalf of the organization, and Dawn Doyle was necessary because she had legal title to the property at that point in time. All they were doing was having Dawn Doyle wait for the variances in order to transfer the title. They were tied together and Dawn Doyle had not been seeking the variance. He reiterated that the variance had been for John McDonald, and his association agreed based on Mr. McDonald's reputation and his background in restoring structures. He explained they were not granting a variance tied to a private club. He explained they had linked the two issues together. The variance was for Mr. McDonald, but Dawn Doyle had to be included because she was the current owner of the property. He reiterated that Dawn Doyle did not have a plan, and they were actually relying on Mr. McDonald. He stated that possibly it had been the Board's intent to grant Dawn Doyle the variance even though she did not have an actual plan in place.

Chair Patricia Rathburn stated that during the discussion she had been in the audience, and it had been her concern as to how someone who was going to restore a building could provide club membership for the people in the St. Regis. She was concerned if that individual should suddenly become incapacitated or die, then they would have that individual's money, along with the investors and mortgages committed to the project.

Fred Stresau stated that was the cost of the St. Regis doing business with the City of Fort Lauderdale, and it was the fact that John McDonald had the controlling key to the matter.

Mr. Heebner stated that the wording appeared to indicate that Mr. McDonald would be the operational manager. He explained they were going through this in their minds that if the variance was granted to St. Regis, they would rely on Mr. McDonald as operational manager, and not on Dawn Doyle.

Don Larson stated that the question had arisen what if Mr. McDonald was not the manager, who would be the manager and owner. He advised it had been the Board's decision that in essence the variance had to be tied to John McDonald, and if anything happened to him, then it would be over.

Birch Willey stated that Ron Mastriana had spoken with Mr. McDonald, and they had agreed to such terms.

Chair Patricia Rathburn stated she felt they needed to review the transcript. She believed the issue was only going to be resolved in that manner, and in a way that everyone would be comfortable with.

Birch Willey stated he would like to thank everybody for being concerned that this matter be handled properly.

Parking Corporation of America

Robert Dunckel stated that when this issue had been discussed last month, he advised the Board that he had met with Lori Milano and John Simmons and discussed the fact that the notice, with respect to the Parking Corporation of America, had not been treated as a repeat violation, and therefore, gave the Board jurisdiction to impose fines retroactively. He advised that he was informed they were going to amend the notice and serve it. Unfortunately, this came before the Special Magistrate February 3, 2005, and he had not been advised of the matter. An attorney in his office sent him an email regarding the matter, and the individual who had attended the hearing did not have the background regarding the situation. The Special Magistrate granted the Parking Corporation of America 120 days to come in compliance or face a fine of \$250 per day.

Robert Dunckel stated that he wanted to review the tapes and then file a Notice for Reconsideration so the Special Magistrate would have all the information regarding the matter. There was nothing in the ordinance that allowed for this type of procedure. The dispute resolution would be heard by another Special Magistrate, Sam Goren, on February 25, 2005, at 10:00 a.m. Board Members should attend if possible.

Fred Stresau felt that this made a mockery of the City. He reiterated that if they had been notified both he and Robert Dunckel would have attended. He further advised that Lori Milano was aware of the fact that they wanted to be present at that time, along with Greg Brewton, as well. He stated money was being made because the lot was full, and he did not feel they had the right to use the lot for such purpose. The variance had been denied. He stated he was going to write a letter to the City Manager because Ms. Milano was wrong in this case.

Chair Patricia Rathburn agreed that if a case for Code Enforcement was being presented, one should have as much opportunity as possible to present the case. The people most knowledgeable to the case were not on the witness list.

Binni Sweeney asked if the City Attorney's office knew the individuals who wanted to attend the hearing. Robert Dunckel advised that counsel was assigned to the Board on a normal basis.

Chair Patricia Rathburn stated that it was a serious error that the people with knowledge on the case were omitted from the witness list. She advised that several individuals from the Board would be at the meeting on February 25.

There being no further business to come before the Board, the meeting was adjourned at approximately 7:30 p.m.

Chair

Patricia Rathburn

ATTEST:

Jamie Opperlee for Margaret A. D'Alessio
Recording Secretary

A mechanical recording is made of the foregoing proceedings, of which these minutes are a part, and is on file in the Planning and Zoning Department.