MEETING MINUTES
CITY OF FORT LAUDERDALE
MARINE ADVISORY BOARD
FORT LAUDERDALE FIRE RESCUE DEPARTMENT
528 NW 2ND STREET, STATION #2
FORT LAUDERDALE, FLORIDA 33311
3RD FLOOR CONFERENCE ROOM
THURSDAY, FEBRUARY 6, 2025 – 6:00 P.M.

		Cumulative Attendance May 2024-April 2025	
Steve Witten, Chair	P	8	1
James Harrison, Vice Chair (dep. 7:07)	P	7	2
Norm Bekoff	A	3	2
Tyler Brunelle	P	8	1
Jason Dunbar (via Zoom)	P	8	1
Barry Flanigan	P	8	1
Robert Franks	P	7	2
John Lynch (dep. 8:00)	P	8	1
Noelle Norvell	A	6	3
Bob Swindell	P	2	0
Bill Walker	P	6	3
LaRhonda Ware (arr. 6:06)	P	1	0
Robert Washington	P	8	1

As of this date, there are 13 appointed members to the Board, which means 7 would constitute a quorum.

Staff
Andrew Cuba, Marine Facilities Manager
Luis Villanueva, Marine Facilities Senior Administrator
Bob Dunckel, Assistant City Attorney
Sergeant Travis O'Neal, Marine Unit
Manuel Garcia, Senior Code Compliance Officer
Edward Eason, Code Compliance Officer
Deputy Chief Garret Pingol, Fire Rescue Marine Team
Captain Chad Robertson, Fort Lauderdale Fire Department
L. Harmon, Recording Secretary, Prototype, Inc.

Communications to City Commission

None.

I. Call to Order / Roll Call

Chair Witten called the meeting to order at 6:00 p.m.

II. Statement of Quorum

Roll was called and it was noted a quorum was present.

Chair Witten noted that as Mr. Dunbar was attending the meeting via Zoom, he would not be able to vote on any items brought before the Board.

III. Approval of Minutes – January 2, 2025

Motion made by Mr. Swindell, seconded by Mr. Franks, to approve. In a voice vote, the **motion** passed unanimously.

IV. Introduction of New Member – LaRhonda Ware

New Board member LaRhonda Ware arrived at 6:06 p.m. and introduced herself to the Board.

V. Waterway Crime and Boating Safety Report

- **Sgt. Travis O'Neal – Marine Unit**
- **Deputy Chief Garrett Pingol – Fire Rescue Marine Team**
- **Manny Garcia – Senior Code Compliance Officer**

Sergeant Travis O'Neal of the Fort Lauderdale Police Department's Marine Unit reported the following activity from January 2025:

- 86 calls for service
- 1 boat burglary
- 4 vessel crashes without significant injuries or damage
- 31 citations

Sgt. O'Neal concluded that there are no pending special events until the Tortuga Festival in April 2025, followed by the Air and Sea Show in May.

Senior Code Compliance Officer Manny Garcia reported the following activity since November 2024:

- 63 waterway inspections

Officer Garcia noted that one inspection led to the identification of a vessel on which major cosmetic work was being performed while on the waterway, resulting in the deposit of debris into the waterway. Code Compliance stopped the work and issued the property with a notice to appear, which led to a fine of $2500.

Chair Witten requested clarification of Code Compliance's hours of operation. Officer Garcia replied that they are on the water Mondays and Thursdays to perform inspections, and will send Officers if issues are reported. Code Compliance works Monday through Thursday from 6:30 a.m. until 5 p.m.

Deputy Fire Chief Garret Pingol provided an overview of the Fire Rescue Marine Team's responsibilities, explaining that he hoped to expand this team beyond its current services. They currently practice adaptive response, which means the Officers who staff the Marine Team's vessels travel back and forth between those vessels and land-based Fire Rescue units to respond to emergencies. The team's long-term vision is to maintain a presence on the water all day with law enforcement and environmental services.

Deputy Chief Pingol continued that the Fire Rescue Marine Team is staffed with three units and a minimum of eight personnel each day, all of whom are trained in basic firefighting, shipward firefighting, paramedic response, and dive/rescue capabilities. They are the only fire boat team in Broward County which provides both fire and dive/rescue services.

The team responds to 30 to 40 calls per month, including marine accidents and medical emergencies on the Intracoastal Waterway and offshore. The Marine Team's watercraft can specialize in medical evacuations due to its size. This means, however, that land-based units at his Fire Station go out of service in order to respond on the water, which requires movement of coverage on land. Similarly, when land-based units are called out, boats would not be available to respond.

Fire Rescue services address incidents as low, moderate, or high risk. Deputy Chief Pingol provided the Board members with a handout listing average arrival times and demographic information, pointing out that the Marine Team relies on assistance from land-based units for many waterway incidents, as there is not a constant active waterway presence. This may include verbal or visual contact with vessels on the water, and may include commandeering a vessel to respond if necessary.

The Marine Team hopes to provide its services on a County-wide basis. In 2021 and 2022, the volume of marine calls rose to a rate that could not be accommodated through County-wide dispatch. At present, agencies must contact the Marine Team if they want assistance. This lowered the call volume significantly and helped keep land-based units available at stations. Deputy Chief Pingol emphasized that the Marine Team wants to return to its previous modality of responding on a County-wide basis in partnership with other agencies.

Chair Witten explained that one of the Board's initiatives in 2025 is to support the addition of a third fire boat for the Fort Lauderdale Fire Department and provide those services on the water on a full-time basis. He emphasized the importance of maintaining these services in a waterfront municipality.

Mr. Flanigan requested a comparison of the marine Fire Rescue presence in Broward County with those in Palm Beach and Miami-Dade Counties as well as Port Everglades. Deputy Chief Pingol advised that Port Everglades maintains its own fire/rescue services and is assisted by the Fire Rescue Marine Team in a supportive capacity. The Marine Team's focus is on Intracoastal Waterway and oceanside safety. He noted, however, that Miami-Dade has two separate initiatives: a boat team that can respond to emergencies in the Port, and a separate team that responds oceanside or within their river systems. Palm Beach County operates under a similar but more reserved structure, with limited to no fire boat service available throughout the entire County.

Mr. Walker asked if funding is an issue. Deputy Chief Pingol characterized all City environmental, public safety, and law enforcement services as insurance, which the agencies seek to maximize for the City using the funds available. The Fire Rescue Marine Team is currently working to staff all of its rescue trucks in Fort Lauderdale; as that staffing reaches full capacity, hopefully within the next six months to a year, they will be able to more aggressively seek funds for a full-time Marine Team staff.

Chair Witten advised that he had reached out to Deputy City Attorney D'Wayne Spence to determine whether or not the Marine Advisory Board (MAB) can hold its March 6, 2025 meeting at Fire Station 49, which could provide an educational opportunity for the Board members as well as the public. He concluded that he hoped to take a more proactive stance in 2025.

VI. Presentation – "A Day in the life at Port Everglades"
What occurs when a ship enters the Port, economic impact, Turnaround timelines, the future

- **Glenn Wiltshire – Deputy Port Director, Port Everglades**
- **Brian Grove – Supervisor of Operations, Port Everglades**

Chair Witten introduced Deputy Port Director Glenn Wiltshire of Port Everglades, stating that the Port Everglades Harbor Safety Committee, of which he is a member, is working to build a strong relationship with Port staff.

Mr. Wiltshire explained that Port Everglades is a Broward County Department which operates as an Enterprise Fund. This means they do not collect any local tax dollars, but generate money for the Port from its own commercial activities.

Mr. Wiltshire showed a video of a typical day in Port Everglades, noting that the Port serves cargo ships and petroleum tankers as well as cruise ships. These vessels have to enter the Port lightly loaded, as there are only 42 ft. of water. In 2024, the Port served 4655 ship transits.

Critical partners of the Port include pilots, who guide vessels in and out, and tugboats, which are provided by two different companies. The Port also has a Harbormaster who

~~controls traffic in and out of the Port in a similar manner to air traffic control. These individuals are on duty 24 hours per day, seven days per week, to oversee ships entering and exiting as well as the berths they will use. When a ship enters the Port, it is tied up by line handlers, who work for Broward County rather than serving as contract employees. They are also available on a 24/7 basis.~~

~~Because one-third of the petroleum supply for the state of Florida enters through Port Everglades, security and safety are key concerns. Roughly four million cruise passengers pass through the Port annually as well. BSO Fire/Rescue is budgeted $12 million for safety services. This is approximately one-third of the Port's safety and security budget. Broward Sheriff's Office (BSO) boats, as well as Florida Fish and Wildlife Commission (FFWC) and U.S. Coast Guard vessels, may also be present in the Port.~~

~~The Port includes 13 different privately owned petroleum transfer and storage facilities, with over 200 storage tents. This constitutes the largest non-refinery storage capacity on the East Coast of the United States.~~

~~The Port moves over one million containers, or 20 ft. equivalent units (TEUs), per year. Five to ten container ships typically arrive each day to deliver and remove boxes. The containers themselves, and the companies that handle them, are privately owned and lease space from the Port for this purpose. The Port owns and maintains their own cranes, and the container terminals provide crane operators for loading and offloading.~~

~~The Port receives specialized cargo, including refrigerated containers which deliver perishables. There are also roll-on/roll-off areas, which can present a challenge in terms of fire response and safety, as well as cement terminals and "float-on/float-off" yacht facilities. There are eight terminals which serve cruise ships, and private unionized labor moves cruise luggage on and off those ships.~~

~~1300 fuel tank trucks leave the Port each day, although jet fuel is transported to Miami International Airport (MIA) and Fort Lauderdale-Hollywood International Airport (FLL) via pipelines. Fuel to other airports, however, is carried by truck.~~

~~80% of the cargo that comes into the Port stays within 80 miles of the Port. Roughly 60% of rail traffic into and out of the facility is domestic. Most ships leave between 3 p.m. and 5 p.m. each day. Mr. Wiltshire concluded with the following figures:~~

- ~~4 million multi-day passengers~~
- ~~Nearly 1.1 million TEUs of cargo per day~~
- ~~5.4 billion gallons of petroleum products per day~~
- ~~$26 million worth of economic activity, including over 10,000 direct jobs~~

~~The Port Everglades Department has 260 employees who help keep the facilities operating. A bypass road is currently under construction near 17th Street and US 1, expected to open in October 2025 along with the expansion of the Broward County Convention Center and hotel. There is also an offshore sand bypass project, which will~~

preserve some of the sand that is pushed offshore. The Airport/Seaport/Convention Center Connector will be a light rail system for passengers traveling between these destinations.

Mr. Wiltshire provided flyers created by the Port Everglades Harbor Safety Committee with information on how the Port seeks to ensure safety, particularly between very large and small vessels. This safety program is known as Operation Clear Channel.

Chair Witten advised that Port Everglades offers a boating safety class in conjunction with the Marine Industries Association of South Florida (MIASF) and the Plantation Police Department. The next classes will be held on February 15, 2025 in the city of Plantation and March 15, 2025 at MIASF. Interested parties may register online through the Coast Guard Auxiliary's website.

Vice Chair Harrison left the meeting at 7:07 p.m.

VII. Dock Waiver – 1414 SE 12th Street, #2C Slip 11 / Nicolas & Sharon Dilorio

Nicholas Dilorio, Applicant, explained that he is an owner at the Hemingway Landings condominium at 1414 SE 12th Street, where they are assigned Slip #11. The previous owner of that slip had received a license from Broward County to install a floating dock structure, which was installed with the written approval of the condominium board. Mr. Dilorio advised that he was issued a violation for the floating dock by Code Compliance, which was contacted by the condominium manager and board.

Mr. Dilorio continued that in November 2024, public notice was provided to neighboring properties within 300 ft. of the slip, none of whom objected to his application before the MAB. The Board voted unanimously to recommend approval of the structure to the City Commission.

Mr. Dilorio referred to the Staff memorandum for tonight's Application, which stated that the Applicant requested approval for an existing 31.5 ft. x 12 ft. floating dock that extended a maximum of 36.4 ft. into the adjacent waterway. At the December 17, 2024 City Commission meeting, individuals representing the condominium association alleged that the structure extended beyond the 30% limit. The allegation of discrepancy was based on the use of a Google measurement tool as well as inconsistencies within the provided boundary survey.

The memorandum continued that the Applicant re-submitted plans which shortened the platform by 20 in. to ensure compliance with the 30% limit, based on a site-specific waterway width of 120 ft. The City's licensed surveyor confirmed the accuracy of this width and provided a memorandum to this effect. The modified Application requested a waiver of 9.73 ft. The structure's distance from the property line was listed as 34.73 ft.

~~Mr. Dilorio asserted that 30% of the 120 ft. waterway width would be 36 ft., where his floating dock is at 34.73 ft. He continued that his Application was before the Board once more in order to address two issues:~~

- ~~Establishing the width of the waterway from property line to property line~~
- ~~Showing that the floating vessel platform does not infringe beyond 30% of the confirmed waterway width of 120 ft.~~

~~Mr. Dilorio also showed a slide of a memorandum written by the City's surveyor, who concluded that the measurement of the waterway from property line to property line was 120 ft. This was determined by analysis of two recorded plats in Broward County documents.~~

~~Mr. Dilorio continued that all owners in his condominium complex are required to sign documents which include a schematic showing a distance of 60 ft. to the center of the channel and 60 ft. from the center to the opposite side, again totaling a distance of 120 ft.~~

~~Mr. Dilorio advised that the City Commission had also asked if his slip exceeded more than 30% of the 120 ft. waterway width, which would equal 36 ft. He contacted the original manufacturer of his dock, who had suggested that cubes be removed from the structure to shorten the dock by 20 in. He showed a slide showing the reconfigured dock, which extended 34.73 ft. into the waterway once the structure was shortened by 20 in. He also showed slides reflecting the removal of one of these cubes on January 17, after which the shortened dock did not exceed the 30% limit.~~

~~Mr. Dilorio reiterated that there is no violation of the 30% limit at his slip and no encroachment from his slip into another owner's slip. While a boat docked in his slip could potentially extend beyond the slip, so could boats docked in other slips. He concluded that he had no intention of docking a boat that would extend beyond his slip.~~

~~Mr. Dilorio showed a number of slides with information he anticipated would be presented in objection to his Application, and briefly reviewed why that information would not be accurate or applicable. He requested the opportunity to review any testimony from other parties at tonight's meeting. Chair Witten confirmed that he would have this opportunity.~~

~~Cam Rogers, attorney representing the Hemingway Condominium Association board, recalled that in 2023, citations were issued to the unit owners responsible for all 21 boat slips due to pilings which extended beyond the 25 ft. limitation listed in the City's Unified Land Development Regulations (ULDR) Section 47-19.3.b. The Association had brought this issue before the MAB, which recommended a waiver for the pilings, which were installed when the condominium was being developed.~~

~~Mr. Rogers identified Slip 11 in a photograph, noting a portion of the floating vessel platform which he stated extended beyond the 25 ft. limitation. He also identified the~~

property line and added that a topographical survey lists the distance from the seawall to the end of the floating dock. The property line is located inland of the seawall.

Mr. Rogers explained that the Association is concerned with bringing the marina into compliance while treating unit owners fairly and consistently. He stated that one issue is the 30% limitation, which cannot be mitigated by a waiver. He confirmed that the City Commission had requested that Mr. Dilorio provide a survey of the subject area when his Application came back to them at a later date. He added that Mr. Dilorio must cite extraordinary circumstances which contribute to his request for a waiver.

Mr. Rogers advised that the engine and skeg of a boat are likely to extend "probably 20 inches" from the back of the boat, and stated that it is likely any boat docked at the floating vessel platform would extend to the 30% limitation. Assistant City Attorney Bob Dunckel advised that there should be no focus on "a boat that's not there" but which could be docked at the slip in the future and could potentially constitute a violation. It was further clarified that Mr. Dilorio does not currently own a boat and no boat is docked at his slip.

Mr. Brunelle asked if the Association had filed complaints with two other vessels shown to extend further into the waterway than Mr. Dilorio's dock. Mr. Rogers replied that the vessels at Slips 1 through 4 are docked at slips which have "more waterway" into which they can extend. He added that while the Association has not taken a position on any particular boat, Code Compliance has issued citations "where they see fit." He asserted that the Association has not acted in a discriminatory manner toward any individual, but only wished to see the marina brought into compliance.

Mr. Rogers continued that the issue is one of safety, pointing out that there is no reflector on the platform which extends beyond 25 ft. into the waterway. This could result in the platform not being seen by boats traveling on the waterway at night. He added that there is no extraordinary circumstance which would necessitate leaving the dock in place, which he felt could subject other boaters to safety issues. He concluded that the Association hopes to bring the marina into compliance and requested that the MAB not recommend approval of a waiver for the subject slip.

Chair Witten asked if Mr. Dilorio would be willing to place reflectors on his floating dock to ensure it is visible at night. Mr. Dilorio pointed out that the same concern for visibility would apply to every other structure in the marina without a reflector, and confirmed that if reflectors are required throughout the marina, he would be willing to comply.

Mr. Rogers stated that approving the Application would set a precedent, as there is another floating vessel platform at the marina. If Mr. Dilorio is granted a waiver, the owner of that other platform may make the same request. He reiterated that the Association is trying to bring the marina into compliance.

It was asked if Code Compliance would look at other boats in the area if they were called to investigate the circumstances of a single boat, or if the Association would have to

request a Code inspection of the entire marina. Former Code Compliance Officer Marco Aguilera stated that because he is no longer a Code Compliance Officer, he could not speak to the ongoing Application, as he does not know what has happened since the first citation was issued. He recalled that at the time, he had only cited the floating dock at Slip 11 and the pilings as a whole. He did not recall citing any individual boats that may have projected into the waterway at that time.

Mr. Aguilera continued that he would not have recommended that Mr. Dilorio receive a waiver for his floating dock if he had not felt a waiver would be appropriate. In his opinion, the dock did not constitute a navigational hazard. He reiterated that he could not speak to any actions taken after his involvement with the case ended.

Mr. Lynch left the meeting at 8:00 p.m.

Mr. Rogers stated that boats in Slips 5 through 21 may not extend beyond 36 ft. into the waterway, and added that it is not known whether the floating dock in question is measured from the property line, which is inland of the seawall. He confirmed that if other boats extend beyond 36 ft., they are also within the navigable waterway and are in violation of Code. He also cautioned that if floating docks and lifts remain in the marina, they will be occupied by boats that extend beyond the 30% limitation, which would place the marina in violation.

Attorney Dunckel asked if there were any issues with asking the owners of vessels that extend more than 30% into the waterway to remove those boats. He also asked if the Association would reach out to Code Compliance and request that other violations in the marina be addressed. Mr. Rogers replied that the marina rules state there may not be boats beyond 36 ft. He added that he would have to speak to the Association's board of directors regarding any other action.

Mr. Rogers also pointed out that citations were issued on two boats which were asked to leave the marina and which have left. No other vessels have been cited at this point.

Attorney Dunckel asked if the Association planned to take any further proactive actions against vessels that may constitute violations. Mr. Rogers reiterated that both boats have been moved.

Mr. Brunelle asked if the Association had previously approved the floating dock before Mr. Dilorio purchased his unit and the slip. Mr. Rogers replied that the Association could not legally approve that structure. Mr. Brunelle noted that when Mr. Dilorio was cited for the floating dock, he had shortened it to bring it within the required limitation. He did not see a navigational issue.

Mr. Walker referred to the Code Section addressing mooring devices and structures, and requested clarification of the structure which was cited. It was clarified that the structure is a floating vessel platform on which a vessel could be mounted.

Mr. Brunelle noted that the Board has been consistent regarding the right of an owner with a vessel to lift it out of the water, provided that it does not extend beyond the required limit. Attorney Dunckel stated that floating vessel platforms are viewed differently from boat lifts under state regulation, and are given an exemption from municipal regulation. He added, however, that he has reached out to other Florida municipal attorneys and has received conflicting responses. With regard to Mr. Dilorio's Application, he had advised that if Mr. Dilorio pursued a dock waiver, there would be no need for litigation regarding the structure itself.

At this time Chair Witten opened the public hearing.

Ellyn Bogdanoff, representing unit owner Brian Lilly from the Hemingway Landings condominium, requested clarification of how the original waiver request was voted upon. Attorney Dunckel explained that the MAB had voted to approve the waiver, but the City Commission has not voted on it thus far.

Ms. Bogdanoff stated that with regard to the structure itself, many local jurisdictions have chosen to treat floating platforms as if they were permanent docks. Not all municipal Codes have been updated to address the platforms, which are removable. This distinguishes them from boat lifts, which are permanently attached.

Attorney Dunckel advised that the floating vessel platform Statute is listed under environmental regulations rather than in Chapter 327 of State Statutes, which addresses vessels.

Ms. Bogdanoff continued that while the owner she represents is not opposed to floating platforms, he is one of a group of unit owners who are "trying to stop the chaos" of slip owners she described as disrespectful of rules and regulations. She asserted that her client would have no objection to the floating platform if it was in Code.

Ms. Bogdanoff also emphasized that an individual seeking a waiver must demonstrate extenuating circumstances, and noted that there was no discussion of such circumstances in the record of the November 2024 meeting. She did not see any hardship which applied to Mr. Dilorio's Application.

With respect to the width of the waterway, Ms. Bogdanoff advised that she had reached out to MIASF, which sent her links to realtors' sites listing the width as 110 ft. She felt this showed a discrepancy regarding the width of the waterway, and that the City Commission had wished to clarify how the width was measured.

Ms. Bogdanoff continued that the goal is for all owners to be within compliance. If the Association does not bring the marina issues under control, she felt they would be almost impossible to police without contacting Code Compliance. She concluded that with no

discussion of extenuating circumstances on the record, she did not know how the waiver had originally been approved by the MAB.

Mr. Brunelle noted that there were no extenuating circumstances when the Association's application related to dock pilings was heard. Ms. Bogdanoff stated that the extenuating circumstances in that case were that engineers told the Association that if the dock pilings were relocated, they were unlikely to remain in place.

Chair Witten commented that he had visited the subject site and spoken with the Applicant, and had observed that other boats appeared to exceed the distance of Mr. Dilorio's structure. He asked what would happen if the owner of one of those vessels was found to be in violation. Ms. Bogdanoff stated that the owner would be asked to move the boat somewhere else.

It was noted once again that Mr. Dilorio had purchased his unit and slip with the structure already in place and previously approved by the Association, which could itself be seen as an extenuating circumstance. Ms. Bogdanoff asserted that while this was for the MAB to determine, she would argue that it was not extenuating, as an owner is obliged to know whether or not their boat is compliant with the requirements of their property.

It was pointed out that there had been no documentation showing the structure was out of compliance until a complaint was recorded. Ms. Bogdanoff replied that "nothing was on the record," and the structure, because it is not considered permanent, had not required a permit when it was installed.

Chair Witten observed that approximately half of the unit owners who have boats at the condominium's marina may need to move those boats. Ms. Bogdanoff clarified that while she does not represent the Association, compliance is the Association's goal.

Attorney Dunckel addressed Ms. Bogdanoff's concerns regarding extraordinary circumstances, stating that he felt she may be confusing the standards required for a variance with the extraordinary circumstances associated with a waiver application. He suggested that the MAB may need to review the array of waivers for which they have recommended approval and determine whether or not the Application before them tonight lies outside or within those boundaries, based upon whether or not other waivers have been issued under similar circumstances.

Ms. Bogdanoff did not agree with Attorney Dunckel's comments, stating that she understood the definition of extraordinary circumstances to be made for each individual waiver rather than measured against the circumstances of other waiver requests. She reiterated that the Board had not discussed extraordinary circumstances for the Application when it was heard, and that the Application had listed the width of the canal as an extraordinary circumstance.

Mr. Cuba read from the Application, which cited the floating vessel platform's positive environmental impact and reduction of potential damage to the watercraft while it is docked as justifications of the request. Ms. Bogdanoff stated that these were not extraordinary circumstances.

It was noted that the Board has discussed how individual views of extraordinary circumstances may differ from one another, including the need to raise a boat out of the water to lessen the possibility of storm damage or because the canal is extremely wide at a particular location.

Ms. Bogdanoff reiterated that these were not extraordinary circumstances, again citing the pilings at the marina as an example of extraordinary circumstances. Attorney Dunckel pointed out that the pilings were originally authorized by the Association, which would constitute a self-created hardship.

Attorney Dunckel addressed the Commission's request for a survey to establish the width of the waterway, pointing out that the property lines of the parcels in question are determined by recorded plats. Looking at the two plats in question showed the width to be 120 ft. He added that the Declaration of Condominium for the subject property attaches a Broward County environmental license which contemplates the possibility of building additional slips. These documents show the width of the canal as 120 ft. Ms. Bogdanoff stated that she was not contesting the 120 ft. listed width of the waterway.

Attorney Dunckel continued that the plats indicate the location of the property lines, which can be inland of the seawall. Mr. Dilorio stated again that his structure extends 34.73 ft. from the property line, which is within the required limitation.

Chair Witten advised that he would assume the width of the waterway as determined by the recorded plats is 120 ft. With regard to extraordinary circumstances, he noted that Attorney Dunckel had indicated there should be a better understanding of what constitutes these circumstances.

Mr. Dilorio addressed the issues raised during Mr. Rogers' presentation, noting that the Association had requested a waiver for the pilings but was not in favor of the waiver he had requested for his own slip, which he characterized as selective enforcement. He added that the original violation against his slip referred to a length of 36.4 ft. beyond the property line as determined by Code Compliance; if the location of the property line was in question, the violation should not have been issued. The plats were recorded in Broward County records in 1935 and would not change unless new plats are recorded to supersede them.

Mr. Dilorio continued that condominium owners pay dues that are applied toward insurance policies which cover liability among other issues. He also advised that another floating vessel platform in the marina extends beyond the pilings; however, the

~~Association had not brought forward any complaints associated with that slip, nor had it been reported to Code Compliance.~~

~~Mr. Dilorio continued that when he was first apprised of the violation, he had contacted the previous unit owner who had installed the floating vessel platform, who informed him that Florida Statutes treated these structures differently from other marine structures. He added that the City Attorney's Office, as well as Mr. Aguilera of Code Compliance, had recommended that he seek a waiver.~~

~~Mr. Dilorio asserted that Ms. Bogdanoff was incorrect in stating that extraordinary circumstances were not presented in his original Application of November 12, 2024, as that Application included four justifications for extraordinary circumstances.~~

~~Chair Witten requested clarification of how Code Compliance was originally informed of the issue. Mr. Aguilera replied that the condominium association had called Code Compliance and requested that the property be cited for violations, which they showed to him when he arrived at the location. The violations were specific to Slip 11 and the pilings.~~

~~Chair Witten asked how Code Compliance determined the distance of either of these structures into the waterway. Mr. Aguilera replied that the Association had provided a survey listing measurements that showed the distance to be over the 25 ft. limitation. He clarified that no citation was issued on that day: he had revisited the property in the presence of the City's Chief Zoning Administrator, who walked the site with him and concurred with the survey provided and agreed there was a violation. He issued the violation at that time.~~

~~Chair Witten asked if the Chief Zoning Administrator was equally concerned with other boats that appeared to exceed the floating vessel platform's extension into the waterway. Mr. Aguilera recalled there were fewer vessels at the subject location at the time of his visit.~~

~~It was asked how Code Compliance proceeds with issuing a violation. Mr. Aguilera replied that Code Compliance uses the best facts available to them, which may be through use of aerial photos, laser measurements, or other measurement tools, with the understanding that there may be slight discrepancies. They inspect the totality of the circumstances, including identification of navigational hazards caused by violations that are measured in feet rather than inches. He concluded that the measurement of 36 ft. was moot, as the structure was clearly past the 25 ft. limitation.~~

~~Clarification was requested of whether or not a City Commissioner had asked specifically for a survey before the Application was brought back to them. Attorney Dunckel replied that while the gist of that discussion had indicated the width of the waterway could be established by survey, there were other ways to establish that width, such as reviewing the recorded plats. He concluded that in his opinion, the Applicant had satisfied the~~

~~Commission's request, as the information appeared legally sufficient to establish the waterway width as 120 ft.~~

~~Mr. Flanigan commented that the Board's focus is on waterway safety, and any extension into the canal appeared to be minuscule in comparison to the width of the waterway.~~

~~Mr. Swindell observed that he would be uncomfortable moving the Application back to the City Commission if the Commissioner's request for a survey had not been met. Attorney Dunckel advised that the Commission had requested this Item be placed on their next Agenda, and if the lack of a survey became an issue, he would take responsibility for it at that time. He reiterated that plats establish property lines.~~

~~A question was asked regarding why the Commission had not discussed the use of plat lines rather than a survey. Attorney Dunckel recalled that at that time, the discussion had been in terms of a survey; however, it was later realized that another means of establishing the width could be done. The time frame necessary to procure a survey over the holidays had also been a consideration. He added that the Applicant was also bringing back information that established he had shortened the dock and was no longer in violation.~~

~~It was noted that the actual measurement in question is the distance of the floating structure from the property line rather than the width of the entire canal. Attorney Dunckel pointed out that the width of the waterway must be taken into account in order to establish the measurement of 30% from the property line. It was also noted that the width of the waterway would not determine the distance that the structure extends beyond the property line, which was what was requested by the Commission.~~

~~Attorney Dunckel concluded that it was his opinion that the MAB is responsible for either recommending or denying approval in time for the Item to appear on the City Commission's next Agenda. Whether their recommendation is for approval or denial, the Application would move forward to the Commission, as the recommendation is not considered binding.~~

~~**Motion** made by Mr. Brunelle, seconded by Mr. Flanigan, to approve. In a roll call vote, the **motion** passed 6-2 (Mr. Swindell and Mr. Walker dissenting).~~

~~Chair Witten recommended that members of the MAB attend the upcoming City Commission meeting in support of their recommendation.~~

VIII. Dock Waiver – 1414 SE 12th Street, #1A Slip 21 / Adrian & Natalia Walchli

Seth Kolton, representing the Applicants, explained that the Applicants are also owners of a unit at the Hemingway Landings condominium and members of that Association. They own Slip 21 in the condominium's marina. They applied and were approved for the installation of a boat lift by the Association as well as by the City.

Mr. Kolton recalled that the MAB had previously recommended a waiver for the condominium association related to dolphin pilings that extended beyond the 25 ft. limitation, which is the maximum allowable distance without a waiver. The Association's waiver was approved by the City Commission on November 17, 2024.

Mr. Kolton stated that the waiver application for the pilings was submitted by the Association to bring all dolphin pilings into compliance. They advocated for a waiver for the pilings for a number of reasons, including the fact that structural integrity of the pilings meant that they could not be relocated. He characterized this as an extraordinary circumstance.

The Applicants subsequently received a violation because their boat lift exceeded the 25 ft. limitation into the waterway. Mr. Kolton explained that the mechanical portions of the boat lift sit directly atop the dolphin pilings, which required the Applicants to seek a waiver.

Mr. Kolton strongly emphasized that the mechanical portions of the boat lift do not extend beyond the pilings. The requested waiver would approve a distance that has already been approved for the dolphin pilings and apply it to the mechanical pieces of the boat lift.

The Applicants have satisfied all the requirements for a waiver. Granting the waiver would not result in any greater encroachment on the navigable waterway than what already exists. The Applicants will continue to comply with all other aspects of the law if the waiver is granted, including any applicable building and zoning regulations, such as maintaining a boat on their lift within 36 ft. from the property line. Mr. Kolton acknowledged that part of the violation issued to the Applicants related to the extension of a boat beyond 36 ft. from the property line; however, this violation has since been corrected.

Mr. Kolton continued that he understood it was likely that the Association, through their counsel, and Ms. Bogdanoff's client as well, would object to the Applicants' request. He pointed out that the Association may claim the boat lift creates a different type of encroachment into the navigable waterway; however, he felt this defied logic, as the lift itself did not extend beyond the location of the pilings themselves. He added that the same structural issues related to the pilings' waiver also applied to the boat lift, as it cannot be moved due to the same structural integrity concerns that prevent the pilings from being moved.

Mr. Kolton continued that there may also be some contention regarding the width of the slips. He asserted that this is not an issue for the Board, but for the condominium association itself.

Mr. Kolton also addressed the issue of a safety hazard, stating that if such a hazard existed, either the Association or Ms. Bogdanoff's client would have brought forward statistical data related to accidents on the canal. No such data has been provided, and Code Compliance has brought forward no violations related to safety.

Mr. Kolton concluded that while the issue of a resident's view may be raised, this is also not an issue for the Board to address. He requested that the Board recommend approval of the waiver to the City Commission.

Chair Witten advised that he visited the subject site, spoke with the Applicant, and took photos of the area. He further clarified that the motor for the lift was added to the top of the pilings.

Mr. Brunelle asked if the lift was atop the pilings when the Board approved the waiver for the pilings themselves. Adrian Walchli, Applicant, replied that the lift has been at the same location for three years and the violation was issued roughly one year ago. He described the issue as the Association seeking to have the City make him remove the lift. The waiver issued for the pilings did not apply to the lift structure.

Attorney Dunckel explained that he was approached several months ago by members of City Staff and a former City Commissioner who shared concerns regarding several pilings that extended more than 25 ft. into the waterway at the subject location. This would have required several different waiver applications. He had proposed that the Association assign individual slip owners the right to apply for waivers for the pilings. This suggestion did not include any reference to the Walchlis' boat lift or any other structures.

Chair Witten asked if the boat lift did not exceed the current dimensions of the Applicants' slip. Attorney Dunckel advised that this was not an issue. Mr. Kolton reiterated that the motor equipment does not extend beyond the pilings.

Clarification of the pilings' distance beyond the 25 ft. limitation was requested. Mr. Kolton identified the pilings significant to the Walchlis' Application on a schematic which showed all the pilings to extend from 6 in. to 2 ft. 7 in. into the waterway. Attorney Dunckel added that any numbers associated with those pilings were not based on the location of the property line, but on a topographic survey supplied by the Association, which measures distance from the wet face of the seawall, which is approximately 1 ft. seaward of the property line.

At this time Chair Witten opened the public hearing.

Cam Rogers, representing the Hemingway Landings condominium association, stated that the Association's intent is to bring their entire marina into compliance. They pursued a waiver for the pilings because every unit owner was cited for them. The waiver was granted because moving the pilings would have compromised the stability of the structures.

Mr. Rogers continued that while the pilings have been approved at the Walchli's slip, the actual mooring structure at that slip is roughly 2.8 in. beyond the 25 ft. limitation. He showed slides of the Applicants', and other, lifts that were approved by the Association,

but were not approved for extension beyond Code limitations. He described this as “a lift that was not really approved,” contending that the lift equipment extends beyond the piling.

Mr. Rogers added that if the waiver is granted, there will continue to be boats appropriate to the lift’s size docked at the slip and extending beyond the 30% rule. Attorney Dunckel pointed out that the Application refers only to the boat lift, and any issues with a boat that may be placed on the lift at a later time would be separate from what is before the Board tonight.

Mr. Rogers also expressed concern for precedent, suggesting that there may be additional waiver requests for slips at the condominium’s marina coming before the Board in the future. He felt the Association has an interest in providing fair and consistent enforcement of the Code, and that the requesting/granting of waivers must stop unless there are extraordinary circumstances, as they would prevent the Association from ever reaching its goal of compliance.

Mr. Brunelle asked if a waiver was required when the lift was installed. It was confirmed that no waiver was required, as the lift was considered to be within the 25 ft. limitation. Mr. Rogers stated that the pilings on which the lift rests were not considered “within the scope” of other pilings at the marina, asserting that they extend well beyond the other pilings.

Mr. Rogers continued that the pilings on which the lift is located were modified from the original development of the marina. Mr. Kolton disagreed, pointing out that there is no evidence that those pilings were installed by any party other than the marina’s original developer. There was discussion of the identification of the specific pilings on the schematics provided, as well as additional discussion of whether or not a survey was required for boat lifts when the Applicants’ lift was installed. Mr. Walchli clarified that new pilings were installed four years ago.

It was suggested that when the Association had applied for a waiver for all the pilings, they should have singled those two pilings out as having been installed without the full knowledge of the Association and asked that they not be included in the approval.

Mr. Rogers advised that every unit owner in the condominium was cited for the pilings, which meant the Association was required to ask for a waiver for all of them to clear those citations. Mr. Brunelle observed that this effectively resulted in approval of the owners’ boat lifts as well, as they are attached to the pilings.

Attorney Dunckel stated that in his initial discussion with the former City Commissioner who had brought the issue forward, they had determined to submit a single waiver application “covering everything” with the exception of the boat lifts. He recalled that there had been assertions that some of the boat lifts were wider than they should have been, and the Association had wanted to deal with those issues at a later time than the pilings.

Mr. Rogers reiterated that approving a boat lift that extends beyond the limitation would establish a precedent, and similar requests would continue to be made if the Applicants' waiver request is granted. He also reiterated that there were no extraordinary circumstances associated with the request.

Ellyn Bogdanoff, representing Hemingway Landings condominium unit owner Brian Lilly, stated that her client had opposed the Association's earlier application to approve all the pilings for the reason that it could result in a cascading effect of waiver requests at the marina. She stated that the Association had intended to renovate the entire marina when it was determined that the pilings were out of compliance but could not be moved.

Ms. Bogdanoff continued that other concerns not associated with the waiver, including the potential sale of units as well as unit owners' views, have been raised in discussion of the Application. She noted that the Declaration of Condominium for Hemingway Landings prohibited boat lifts; however, the Association's board had inappropriately changed this regulation in error, and had subsequently changed it back to again prohibit lifts.

Ms. Bogdanoff added that the restriction on boat lifts had been originally included in the Declaration to ensure that all residents would have "quality of life to be able to view the water." The result of boat lifts was that large boats blocked some owners' views although they had purchased their units with the understanding that lifts were not permitted. She concluded that the Applicants' boat lift was built for a vessel that would violate Code with its size, and that the lift was installed improperly.

Attorney Dunckel asked that the record associated with the DiIorios' waiver request also be incorporated into the record for the Walchlis' waiver request with respect to the discussion of property lines and other specifications.

Mr. Walchli stated again that the Association would like him to relocate the two pilings at his slip, although the Association had received a waiver due to the likelihood of structural failure if they had been required to move their pilings such a short distance. He reiterated that the lift had been permitted when it was installed.

Motion made by Mr. Brunelle, seconded by Mr. Franks, to approve.

Mr. Swindell commented that he felt it was commendable for the Association to try to improve its marina and bring its structures within Code.

Mr. Flanigan noted that there are no navigational issues which apply to the discussion, as the navigable channel of the waterway is maintained.

In a roll call vote, the **motion** passed 7-1 (Mr. Swindell dissenting).

~~IX. Old / New Business~~

- ~~**Follow up discussions – "White Board," "Re-imagining the New River"**~~

~~Mr. Dilorio stated that if the Board's original approval of a waiver for the condominium's pilings was based on inaccurate information, he has the ability to come back before the Board and ask that their approval be rescinded for that reason. He recalled that during the discussion of both cases, there was some confusion regarding the location of property lines. He concluded that if he does not agree with the disposition of his own Application by the City Commission, he may make this request.~~

~~X. Adjournment – See You on Thursday, March 6th~~

~~There being no further business to come before the Board at this time, the meeting was adjourned at 9:34 p.m.~~

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

~~[Minutes prepared by K. McGuire, Prototype, Inc.]~~